



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

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

Wednesday, October 21, 2026

10:00 AM

Hilton Los Angeles North/Glendale

Room: Lower-Level Verdugo

100 W Glenoaks Blvd.

Glendale, CA 91202

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

Call-In Number: 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 24 hours in advance of the Meeting by contacting the Authority at (626) 793-9364 or administration@scppa.org during business hours.

The Special meeting will be also conducted by teleconference from:

Anaheim Public Utilities
201 S. Anaheim Blvd,
11th Floor Large Conference
Room
Anaheim, CA 92805

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 report on the activities of the Authority since the last Board Meeting.

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: September 17, 2026

B. Receive and File:

1. FY 2025-26 Q4 Budget-to-Actual Variance Report
2. Finance Committee Meeting Minutes: September 14, 2026
3. Monthly Investment Report: August 2026
4. SCPPA A&G Budget Comparison Report: June 2026 (Final)
5. SCPPA A&G Budget Comparison Report: August 2026
6. Working Group Update: October 2026
7. Magnolia Power Project Operations Report: September 2026
8. Palo Verde Nuclear Generating Station Status Report: August 2026
9. Federal Legislative Report: September 2026

C. Resolution 2026-099

Approving and Authorizing Execution of Amendment No. 4 to a Master Professional Services Agreement with Clean Power Research, L.L.C. for Consulting Services related to Distributed Energy Resources Demand Management Systems, Extending the Term of the Agreement through February 18, 2027

4. CHIEF FINANCIAL & ADMINISTRATIVE OFFICER REPORT

A. Supplemental Indentures of Trust for Milford Wind Corridor Phase I Project, Milford Wind Corridor Phase II Project, Windy Point/Windy Flats Project and Gas Project Revenue Bonds (Project No. 1)

1. Resolution 2026-100

Relating to the Milford Wind Corridor Phase I Project: (I) Authorizing Execution and Delivery of a Third Supplemental Indenture of Trust, and(II) Authorizing the Officers of the Authority to Do All Other Things Deemed Necessary or Advisable

2. Resolution 2026-101

Relating to the Milford Wind Corridor Phase II Project: (I) Authorizing Execution and Delivery of a Third Supplemental Indenture of Trust, and(II) Authorizing the Officers of the Authority to Do All Other Things Deemed Necessary or Advisable

3. Resolution 2026-102

Relating to the Windy Point/ Windy Flats Project: (I) Authorizing Execution and Delivery of a Fourth Supplemental Indenture of Trust, and (II) Authorizing the Officers of the Authority to Do All Other Things Deemed Necessary or Advisable

4. Resolution 2026-103

Relating to the Gas Project Revenue Bonds (Projct No. 1) Series 2007A and Series 2007B: (1) Authorizing the Execution and Delivery of a Third Supplemental Trust Indenture and (II) Authorizing the Officers of the Authority to Do All Other Things Deemed Necessary or Advisable.

B. Resolution 2026-104

Related to the Clean Energy II Project: (I) Authorizing the Execution and Delivery of a First Amendment to Master Power Supply Agreement, a First Amendment to Clean Energy Purchase Contract, and a Limited Assignment Agreement (Don Campbell-Burbank), and (II) Authorizing the Officers of the Authority to Do All Other Things Deemed Necessary or Advisable

C. FY 2025-26 Administrative & General Expense Budget to Actual Report

5. ASSET MANAGEMENT REPORT

A. FY 2025-26 Q4 Budget-to-Actual Variance Report

6. PROJECT DEVELOPMENT REPORT

A. Resolution 2026-106

Approving and Authorizing Execution of a Master Professional Services Agreement with Pandora Consulting, Inc. for System Reliability, Restoration, and Response Benchmarking Surveys, Studies, and Reports; Providing for Additional Contributions to the Authority's Revolving General Fund, and Authorizing Certain Related Action

7. PROGRAM DEVELOPMENT REPORT

A. Resolution 2026-107

Awarding and Authorizing Execution of a Master Professional Services Agreement with TRC Engineers, Inc. for Consulting Services Related to Energy Efficiency and Demand Response Programs and Electric Utility Fleet Electrification; Providing for Additional Contributions to the Authority's Revolving General Fund, and Authorizing Certain Related Action

8. 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.

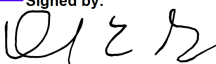
A. State Legislative Update including the Governor's Final Action on Bills for the 2026 Legislative Session

B. Federal Update including Senate Bipartisan Permitting Reform Bill

9. 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.

10. ADJOURNMENT

Signed by:

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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 **September 17, 2026**, 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, Mandip Samra. Daniel E Garcia, Executive Director, went through the emergency safety protocols for the in-person meeting participants. Ms. Samra went through the web conference protocol. Salpi Ortiz took attendance.

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

Anaheim: Brian Beelner (B)
Azusa: Tikan Singh (B)
Banning: Fred Lyn (B)
Burbank: Mandip Samra (B)
Cerritos: Sergio Huizar (A)
Colton: Thomas Miller (B)
IID: Sabrina Barber (A)
Glendale: Scott Mellon (B)
LADWP: Ashkan Nassiri (A)
Pasadena: Kelly Nguyen (A)
Riverside: Scott Lesch (A)
Vernon: Todd Dusenberry (B)

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

Ms. Samra noted that the meeting was noticed and posted as required under the Brown Act. She invited public comment on any items on the agenda. There were no public comments.

2. EXECUTIVE DIRECTOR REPORT

Mr. Garcia reported that registration for the Annual Conference has reached 200 attendees, with a goal of 300, and encouraged continued outreach to increase participation. He provided an update on the program agenda and announced that astronaut Scott Kelly will be a featured speaker. He expressed enthusiasm for his participation and the opportunity to hear his presentation.

Mr. Garcia also announced that SCPPA is actively recruiting for the Assistant General Counsel/Associate Counsel position and encouraged members to refer qualified candidates to apply.

3. CONSENT CALENDAR

A. Minutes of the Board of Directors Meeting

- Regular Meeting Minutes: August 20, 2026

B. Receive and File:

1. Finance Committee Meeting Minutes: August 3, 2026
2. Monthly Investment Report: July 2026
3. SCPA A&G Budget Comparison Report: July 2026
4. Quarterly Renewables Report
5. Working Group Update: September 2026
6. Magnolia Power Project Operations Report: August 2026
7. Palo Verde Nuclear Generating Station Status Report: July 2026
8. Federal Legislative Report: August 2026

C. Resolution 2026-095

Approve Amendment No. 5 to Master Professional Services Agreement for Energy Efficiency Audits and Direct Installation Services with Eagle Systems International, Inc. DBA Synergy Companies, to Extend the Term of the Agreement to January 21, 2027

Moved by: Tom Miller, *Colton Electric Utility*

Seconded: Sabrina Barber, *Imperial Irrigation District*

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			

4. CHIEF FINANCIAL & ADMINISTRATIVE OFFICER REPORT

A. Resolution 2026-096

Authorizing Preparation of All Documents Necessary or Appropriate to Sell and Issue Renewable Energy Prepayment Bonds, Proceeds of which will be used to Finance Prepayments for the Purchase of Supplies of Renewable Energy for the Benefit of the City of Pasadena; and Authorizing Related Actions

Aileen Ma, Chief Financial & Administrative Officer presented Resolution 2026-096 to the Board for consideration and approval.

Moved by: Todd Dusenberry, *Vernon Public Utilities*

Seconded: Kelly Nguyen, *Pasadena Water & Power*

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			

B. Presentation Regarding SCPPA Training Program

Elizabeth Naranjo, Senior Utility Analyst, provided an overview of the SCPPA Training Program. She reviewed the number of classes and attendees for FY 2025–26 and presented training opportunities for FY 2026–27. The presentation also covered the member registration and payment process, training requests, and the evolution of the Training Program.

5. ASSET MANAGEMENT REPORT

A. Resolution 2026-097

Authorizing Execution of a WSPP Confirmation Agreement with Tenaska Power Services, Co. for the Sale of Certain Environmental Attributes Associated with Geothermal Projects Located in the State of Nevada

Charles Guss, Senior Asset Manager presented Resolution 2026-097 to the Board for consideration and approval.

Moved by: Mandip Samra, *Burbank Water & Power*

Seconded: Ashkan Nassiri, *Los Angeles Department of Water & Power*

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			

6. PROGRAM DEVELOPMENT REPORT

C. Resolution 2026-098

Award and Authorize Execution of a Master Professional Services Agreement to The Cadmus Group LLC for Consulting Services Related to Energy Efficiency and Demand Response Programs and Electric Utility Fleet Electrification; Providing for Additional Contributions to the Authority's Revolving General Fund, and Authorizing Certain Related Action

Brandon Czworniak, Senior Utility Analyst presented Resolution 2026-098 to the Board for consideration and approval.

Moved by: Tikan Singh, *Azusa Light & Water*

Seconded: Mandip Samra, *Burbank Water & Power*

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			

7. GOVERNMENT AFFAIRS REPORT

A. State Regulatory Update Including Advanced Clean Fleets

Mario De Bernardo, Government Affairs Director, provided a state legislative update on Wildfire Reform and Other End of Session Actions and responded to questions and comments from the Board.

B. August California Energy Commission Tour Recap

Mr. De Bernardo provided a recap of the California Energy Commission tour.

7. 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.

8. ADJOURNMENT

The meeting was adjourned at 10:49 a.m.

Respectfully Submitted,

Daniel E Garcia
Executive Director

DRAFT

SCPPA Quarterly Budget Comparisons

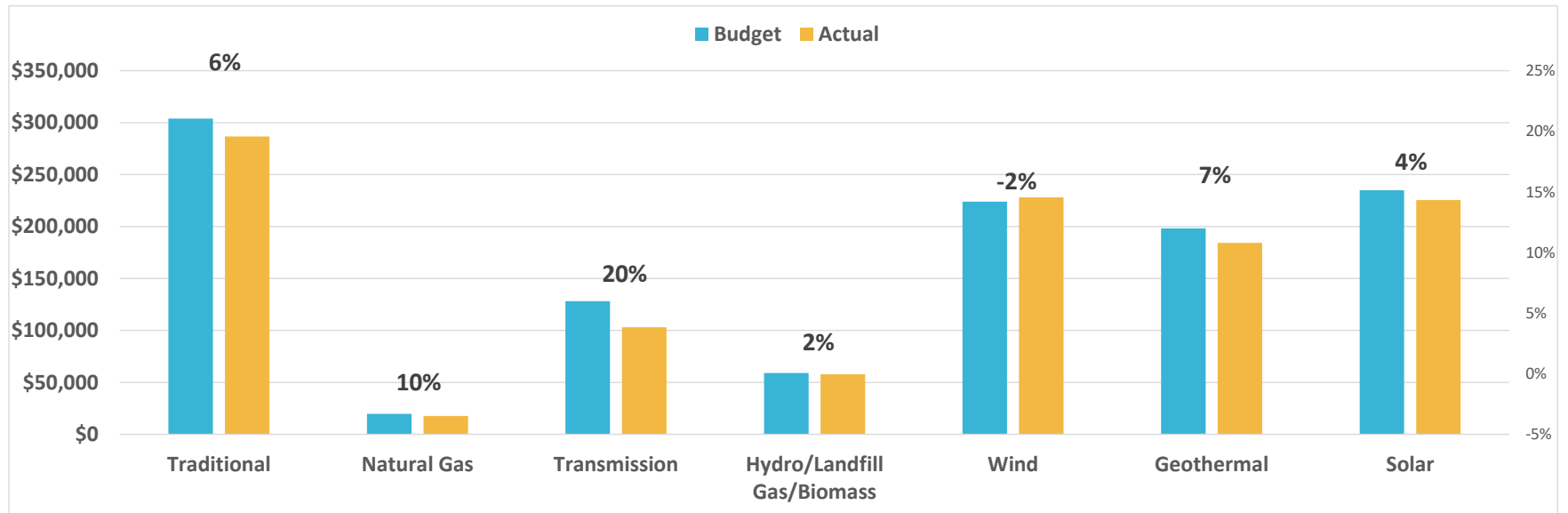
Quarter Ending June 30, 2026

(\$000s)



Project Type	Budget	Actual	Under / (Over) Budget	% Variance
Traditional	\$ 303,973	\$ 286,656	\$ 17,317	6%
Natural Gas	\$ 19,663	\$ 17,631	\$ 2,032	10%
Transmission	\$ 128,124	\$ 102,972	\$ 25,152	20%
Hydro/Landfill Gas/Biomass	\$ 59,016	\$ 57,851	\$ 1,165	2%
Wind	\$ 223,896	\$ 228,053	\$ (4,157)	-2%
Geothermal	\$ 198,196	\$ 184,280	\$ 13,916	7%
Solar	\$ 234,984	\$ 225,453	\$ 9,531	4%
Total	\$ 1,167,852	\$ 1,102,896	\$ 64,956	6%

\$/MWh Budget	\$/MWh Actual
\$ 54.29	\$ 60.19
NA	NA
NA	NA
\$ 82.68	\$ 82.79
\$ 87.75	\$ 82.75
\$ 80.45	\$ 74.84
\$ 74.14	\$ 72.96





SCPPA Quarterly Budget Comparisons

Quarter Ending June 30, 2026

Traditional Projects

Apex Combined Cycle	(\$000s)	Direct Admin & General	Indirect Admin & General	O&M	Capital Improvements	Fuel & Holdback Release Capital	Transmission	Insurance	Net Debt Service	Taxes	Total Cost	MWHs Delivered	\$/MWh
YTD Budget		\$ 276	\$ 144	\$ 23,532	\$ 7,200	\$ 35,254	\$ 19,536	\$ 468	\$ 21,972	\$ 1,248	\$ 109,630	2,083,796	\$ 52.61
YTD Actual		\$ 248	\$ 143	\$ 20,817	\$ 5,654	\$ 35,254	\$ 19,675	\$ 73	\$ 22,154	\$ 1,239	\$ 105,257	1,728,644	\$ 60.89
Variance		\$ 28	\$ 1	\$ 2,715	\$ 1,546	\$ -	\$ (139)	\$ 395	\$ (182)	\$ 9	\$ 4,372	355,152	\$ (8)
% Variance		10%	0%	12%	21%	0%	-1%	84%	-1%	1%	4%	17%	-16%
Canyon Power	(\$000s)	Direct Admin & General	Indirect Admin & General	O&M*	Capital Expenses	Non-Operating Income	Variable Fuel	Insurance	Net Debt Service	Taxes	Total Cost	MWHs Delivered	\$/MWh
YTD Budget		\$ 216	\$ 204	\$ 15,104	\$ -	\$ -	\$ 773	\$ -	\$ 18,852	\$ -	\$ 35,149	102,581	\$ 342.65
YTD Actual		\$ 227	\$ 197	\$ 6,766	\$ -	\$ -	\$ 773	\$ -	\$ 17,899	\$ -	\$ 25,862	18,905	\$ 1,368.02
Variance		\$ (11)	\$ 7	\$ 8,338	\$ -	\$ -	\$ -	\$ -	\$ 953	\$ -	\$ 9,287	83,676	\$ (1,025)
% Variance		-5%	4%	55%	-	-	0%	-	5%	-	26%	82%	-299%
Palo Verde	(\$000s)	Direct Admin & General	Indirect Admin & General	O&M	Renewal & Replacements	APS Admin & General	Other Income	Insurance & Neil Reimbursement	Net Investment Income	Taxes	Minimum Cost	MWHs Delivered	
YTD Budget		\$ 300	\$ 612	\$ 38,724	\$ 20,052	\$ 7,380	\$ -	\$ 240	\$ (1,572)	\$ 2,496	\$ 68,232	1,932,967	
YTD Actual		\$ 598	\$ 599	\$ 35,622	\$ 23,094	\$ 11,084	\$ (909)	\$ (62)	\$ (1,226)	\$ 2,603	\$ 71,402	1,834,826	
Variance		\$ (298)	\$ 13	\$ 3,102	\$ (3,042)	\$ (3,704)	\$ 909	\$ 302	\$ (346)	\$ (107)	\$ (3,170)	98,141	
% Variance		-99%	2%	8%	-15%	-50%	-	126%	22%	-4%	-5%	5%	
	(\$000s)	Nuclear Fuel	Payments to SRP for Transmission	PV Switchyard O&M, Taxes	Debt Service ANPP Trans. Sys	Debt Service PV Swyd.					Variable Costs	Total Costs	\$/MWh
YTD Budget		\$ 11,588	\$ 444	\$ 144	\$ (12)	\$ (1)					\$ 12,163	\$ 80,395	\$ 41.59
YTD Actual		\$ 11,421	\$ 238	\$ 156	\$ -	\$ -					\$ 11,815	\$ 83,217	\$ 45.35
Variance		\$ 167	\$ 206	\$ -	\$ (12)	\$ (1)					\$ 347	\$ (2,822)	\$ (4)
% Variance		1%		46%	-9%	100%	100%				3%	-4%	-9%
Magnolia	(\$000s)	Direct Admin & General	Indirect Admin & General	O&M	Combined Capital Improvements	Major Maintenance	Fuel Transportation & Common Costs	Project A Net Debt Service	Project B Net Debt Service	Fuel	Total Cost	MWHs Delivered	\$/MWh
YTD Budget		\$ 372	\$ 792	\$ 27,852	\$ 180	\$ 17,604	\$ 8,232	\$ 18,684	\$ 744	\$ 3,985	\$ 78,445	1,480,092	\$ 53.00
YTD Actual		\$ 439	\$ 784	\$ 24,186	\$ 7	\$ 17,604	\$ 6,944	\$ 17,392	\$ 680	\$ 3,985	\$ 72,022	1,180,263	\$ 61.02
Variance		\$ (67)	\$ 8	\$ 3,666	\$ 173	\$ -	\$ 1,288	\$ 1,292	\$ 64	\$ -	\$ 6,423	299,829	\$ (8)
% Variance		-18%	1%	13%	96%	0%	16%	7%	9%	0%	8%	20%	-15%
San Juan	(\$000s)	Direct Admin & General	Indirect Admin & General	PNM A&G	Reclamation Trust Contribution	Decommissioning Trust Contribution	Property Taxes	Insurance	Net Debt Service	Reclamation Study	Total Cost	MWHs Delivered	
YTD Budget		\$ 36	\$ 12	\$ -	\$ 306	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 354	-	
YTD Actual		\$ 29	\$ 10	\$ -	\$ 306	\$ -	\$ -	\$ -	\$ (49)	\$ -	\$ 297	-	
Variance		\$ 7	\$ 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49	\$ -	\$ 57	-	
% Variance		18%	14%	-	0%	-	-	-	-	-	16%	-	



SCPPA Quarterly Budget Comparisons

Quarter Ending June 30, 2026

Natural Gas Projects

Barnett		Direct Admin & General	Indirect Admin & General	O&M	Pasadena Capital (Drilling & Completion)	Net Royalty Gas Tax Income	Investment Income	Cost of Gas	Net Debt Service	Taxes	Total Cost	MMBTUs Delivered	\$/MMBtu
	(\$000s)												
	YTD Budget	\$ 240	\$ 48	\$ 768	\$ 12	\$ -	\$ -	\$ -	\$ 3,480	\$ -	\$ 4,548		
	YTD Actual	\$ 125	\$ 29	\$ 711	\$ 7	\$ -	\$ -	\$ (34)	\$ 3,489	\$ -	\$ 4,327	357,412	\$ 12.11
	Variance	\$ 115	\$ 19	\$ 57	\$ 5	\$ -	\$ -	\$ 34	\$ (9)	\$ -	\$ 221		
	% Variance	48%	40%	7%	46%	-	-	-	0%	-	5%		
Pinedale		Direct Admin & General	Indirect Admin & General	O&M	Capital Improvements	Net Royalty Gas Tax Income	Net Oil Income	Cost of Gas	Net Debt Service	Taxes	Total Cost	MMBTUs Delivered	\$/MMBtu
	(\$000s)												
	YTD Budget	\$ 276	\$ 12	\$ 3,072	\$ 60	\$ 372	\$ (888)	\$ -	\$ 1,464	\$ 948	\$ 5,316		
	YTD Actual	\$ 240	\$ 21	\$ 2,510	\$ 105	\$ (4,307)	\$ (564)	\$ 4,172	\$ 1,487	\$ 546	\$ 4,211	1,516,016	\$ 2.78
	Variance	\$ 36	\$ (9)	\$ 562	\$ (45)	\$ 4,679	\$ (324)	\$ (4,172)	\$ (23)	\$ 402	\$ 1,105		
	% Variance	13%	-74%	18%	-75%	1258%	37%	-	-2%	42%	21%		
Prepay		Direct Admin & General	Indirect Admin & General	O&M	Capital Improvements	Net Royalty Gas Tax Income	Net Oil Income	Cost of Gas	Net Debt Service	Taxes	Total Cost	MMBTUs Delivered	\$/MMBtu
	(\$000s)												
	YTD Budget	\$ 96	\$ 204	\$ -	\$ -	\$ -	\$ -	\$ 18,024	\$ -	\$ -	\$ 18,324	3,376,829	
	YTD Billed	\$ 96	\$ 204	\$ -	\$ -	\$ -	\$ -	\$ 9,499	\$ -	\$ -	\$ 9,799		
	YTD Actual	\$ 259	\$ 201	\$ -	\$ -	\$ -	\$ -	\$ 8,633	\$ -	\$ -	\$ 9,093	3,376,829	\$ 2.69
	Variance	\$ (163)	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ 866	\$ -	\$ -	\$ 706	-	
	% Variance	-170%	1%	-	-	-	-	9%	-	-	7%		



SCPPA Quarterly Budget Comparisons

Quarter Ending June 30, 2026

Transmission Projects

Southern Transmission System		Direct Admin & General	Indirect Admin & General	IPA Billings	Non-Operating Income	STS Renewal Billing	Capital Improvements	Net Debt Service	Taxes	Total Cost
	(\$000s)									
	YTD Budget	\$ 276	\$ 576	\$ 79,140	\$ -	\$ 180	\$ -	\$ 32,148	\$ -	\$ 112,320
	YTD Actual	\$ 253	\$ 562	\$ 57,307	\$ (1)	\$ (143)	\$ -	\$ 31,759	\$ -	\$ 89,737
	Variance	\$ 23	\$ 14	\$ 21,833	\$ 1	\$ 323	\$ -	\$ 389	\$ -	\$ 22,583
	% Variance	8%	2%	28%	-	180%	-	1%	-	20%
Mead- Adelanto		Direct Admin & General	Indirect Admin & General	O&M A	Insurance Reimbursement	Non-Operating Income	Capital Improvements	Net Debt Service	Taxes	Total Cost
	(\$000s)									
	YTD Budget	\$ 132	\$ 48	\$ 3,036	\$ -	\$ -	\$ 828	\$ (48)	\$ 156	\$ 4,152
	YTD Actual	\$ 122	\$ 33	\$ 3,958	\$ -	\$ -	\$ 785	\$ (87)	\$ 139	\$ 4,950
	Variance	\$ 10	\$ 15	\$ (922)	\$ -	\$ -	\$ 43	\$ 39	\$ 17	\$ (798)
	% Variance	8%	30%	-30%	-	-	5%	-82%	11%	-19%
Mead- Adelanto (LADWP)		Direct Admin & General	Indirect Admin & General	O&M A	Working Capital	Non-Operating Income	Capital Improvements	Net Debt Service	Taxes	Total Cost
	(\$000s)									
	YTD Budget	\$ 60	\$ 12	\$ 780	\$ -	\$ -	\$ 216	\$ 2,712	\$ 60	\$ 3,840
	YTD Actual	\$ 40	\$ 7	\$ 1,020	\$ -	\$ -	\$ 202	\$ 2,850	\$ 56	\$ 4,176
	Variance	\$ 20	\$ 5	\$ (240)	\$ -	\$ -	\$ 14	\$ (138)	\$ 4	\$ (336)
	% Variance	34%	38%	-31%	-	-	6%	-5%	6%	-9%
Mead-Phoenix		Direct Admin & General	Indirect Admin & General	O&M A	O&M B	O&M C	Capital Improvements	Debt Service	Taxes	Total Cost
	(\$000s)									
	YTD Budget	\$ 60	\$ 36	\$ 588	\$ 204	\$ 444	\$ 2,568	\$ (48)	\$ 156	\$ 4,008
	YTD Actual	\$ 51	\$ 14	\$ 315	\$ 74	\$ 364	\$ 396	\$ (73)	\$ 123	\$ 1,265
	Variance	\$ 9	\$ 22	\$ 273	\$ 130	\$ 80	\$ 2,172	\$ 25	\$ 33	\$ 2,743
	% Variance	15%	60%	46%	64%	18%	85%	-51%	21%	68%
Mead-Phoenix (LADWP)		Direct Admin & General	Indirect Admin & General	O&M A	Working Capital	O&M C	Capital Improvements	Net Debt Service	Taxes	Total Cost
	(\$000s)									
	YTD Budget	\$ 60	\$ 12	\$ 372	\$ -	\$ 144	\$ 864	\$ 2,196	\$ 156	\$ 3,804
	YTD Actual	\$ 39	\$ 7	\$ 199	\$ -	\$ 132	\$ 216	\$ 2,118	\$ 133	\$ 2,845
	Variance	\$ 21	\$ 5	\$ 173	\$ -	\$ 12	\$ 648	\$ 78	\$ 23	\$ 959
	% Variance	35%	38%	47%	-	9%	75%	4%	14%	25%



SCPPA Quarterly Budget Comparisons

Quarter Ending June 30, 2026

Hydro/Landfill Gas/Biomass Projects

	(\$000s)	Direct Admin & General	Indirect Admin & General	Capital & Operating Expense	PPA Payments	BWP Project Manager	Non-Operating Income	Net Debt Service	Total Cost	MWHs Delivered	\$/MWh
Tieton	YTD Budget	\$ 228	\$ 48	\$ 2,580	\$ -	\$ 228	\$ -	\$ 2,448	\$ 5,532	42,696	\$ 129.57
	YTD Actual	\$ 124	\$ 51	\$ 1,956	\$ -	\$ 777	\$ (3)	\$ 2,331	\$ 5,235	39,107	\$ 133.87
	Variance	\$ 104	\$ (3)	\$ 624	\$ -	\$ (549)	\$ 3	\$ 117	\$ 297	\$ 3,589	\$ (4)
	% Variance	46%	-6%	24%	-	-241%	-	5%	5%	8%	-3%
	(\$000s)	Direct Admin & General	Indirect Admin & General	Capital & Operating Expense	PPA Payments	Scheduling Fees	ISO Charges	Interest Received	Total Cost	MWHs Delivered	\$/MWh
Chiquita Canyon	YTD Budget	\$ 24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24	-	\$ -
	YTD Actual	\$ 20	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ (3)	\$ 18	-	\$ -
	Variance	\$ 4	\$ (1)	\$ -	\$ -	\$ -	\$ -	\$ 3	\$ 6	\$ -	\$ -
	% Variance	15%	-	-	-	-	-	-	26%	-	0%
	(\$000s)	Direct Admin & General	Indirect Admin & General	Capital & Operating Expense	PPA Payments	Scheduling Fees	ISO Charges	Interest Received	Total Cost	MWHs Delivered	\$/MWh
Puente Hills	YTD Budget	\$ 24	\$ 228	\$ -	\$ 11,676	\$ -	\$ -	\$ -	\$ 11,928	146,000	\$ 81.70
	YTD Actual	\$ 23	\$ 228	\$ -	\$ 11,181	\$ -	\$ -	\$ (10)	\$ 11,421	139,756	\$ 81.72
	Variance	\$ 1	\$ 0	\$ -	\$ 495	\$ -	\$ -	\$ 10	\$ 507	\$ 6,244	\$ (0)
	% Variance	6%	0%	-	4%	-	-	-	4%	4%	0%
	(\$000s)	Direct Admin & General	Indirect Admin & General	Capital & Operating Expense	PPA Payments	Scheduling Fees	Net Cost Recovery	Interest Received	Total Cost	MWHs Delivered	\$/MWh
Roseburg	YTD Budget	\$ 36	\$ 12	\$ -	\$ 888	\$ -	\$ -	\$ -	\$ 936	19,240	\$ 48.65
	YTD Actual	\$ 27	\$ 6	\$ -	\$ 646	\$ -	\$ -	\$ (11)	\$ 668	14,040	\$ 47.55
	Variance	\$ 9	\$ 6	\$ -	\$ 242	\$ -	\$ -	\$ 11	\$ 268	\$ 5,200	\$ 1
	% Variance	26%	53%	-	27%	-	-	-	29%	27%	2%
	(\$000s)	Direct Admin & General	Indirect Admin & General	Working Capital	PPA Payments	Scheduling Fees	Net Cost Recovery	Interest Received	Total Cost	MWHs Delivered	\$/MWh
Clean Energy	YTD Budget	\$ 72	\$ -	\$ -	\$ 40,524	\$ -	\$ -	\$ -	\$ 40,596	505,860	\$ 80.25
	YTD Actual	\$ 76	\$ 1	\$ -	\$ 40,524	\$ -	\$ -	\$ (90)	\$ 40,510	505,860	\$ 80.08
	Variance	\$ (4)	\$ (1)	\$ -	\$ -	\$ -	\$ -	\$ 90	\$ 86	\$ -	\$ 0
	% Variance	-5%	-	-	0%	-	-	-	0%	0%	0%



SCPPA Quarterly Budget Comparisons

Quarter Ending June 30, 2026

Wind Projects

	(\$000s)	Direct Admin & General	Indirect Admin & General	Project Manager	O&M	Transmisson/ Exchange	BPA Wind Integration	BPA Generation Imbalance Charge	Lease Expense	Insurance	Net Debt Service	Property Tax	Total Cost	MWHs Delivered	\$/MWh
Linden	YTD Budget	\$ 144	\$ 48	\$ 180	\$ 4,428	\$ 6,552	\$ 456	\$ -	\$ 552	\$ 120	\$ 9,804	\$ 300	\$ 22,584	112,874	\$ 200.08
	YTD Actual	\$ 428	\$ 44	\$ 272	\$ 4,914	\$ 6,487	\$ 398	\$ (124)	\$ 582	\$ 90	\$ 9,804	\$ 494	\$ 23,388	113,236	\$ 206.54
	Variance	\$ (284)	\$ 4	\$ (92)	\$ (486)	\$ 65	\$ 58	\$ 124	\$ (30)	\$ 30	\$ -	\$ (194)	\$ (804)	(362)	\$ (6)
	% Variance	-197%	9%	-51%	-11%	1%	13%	-	-5%	25%	0%	-65%	-4%	0%	-3%
	(\$000s)	Direct Admin & General	Indirect Admin & General	Excess Energy	O&M	Transmisson/ Exchange	BPA Wind Integration	LADWP Project Manager	Environmental Attributes	Property Tax & Insurance	Net Debt Service (On Prepay)	Non-Operating Income	Total Cost	MWHs Delivered	\$/MWh
Milford I	YTD Budget	\$ 132	\$ 72	\$ 1,452	\$ -	\$ -	\$ -	\$ 36	\$ 5,892	\$ 2,796	\$ 14,400	\$ -	\$ 24,780	357,252	\$ 69.36
	YTD Actual	\$ 122	\$ 65	\$ 5,043	\$ -	\$ -	\$ -	\$ 21	\$ 6,540	\$ 1,706	\$ 14,559	\$ -	\$ 28,056	386,000	\$ 72.68
	Variance	\$ 10	\$ 7	\$ (3,591)	\$ -	\$ -	\$ -	\$ 15	\$ (648)	\$ 1,090	\$ (159)	\$ -	\$ (3,276)	(28,748)	\$ (3)
	% Variance	7%	9%	-247%	-	-	-	42%	-11%	39%	-1%	-	-13%	-8%	-5%
	(\$000s)	Direct Admin & General	Indirect Admin & General	Excess Energy	O&M	Transmisson/ Exchange	BPA Wind Integration	LADWP Project Manager	Environmental Attributes	Taxes/ Insurance	Net Debt Service (On Prepay)	Property Tax	Total Cost	MWHs Delivered	\$/MWh
Milford II	YTD Budget	\$ 132	\$ 36	\$ -	\$ -	\$ -	\$ -	\$ 36	\$ 3,780	\$ 1,500	\$ 10,032	\$ -	\$ 15,516	169,983	\$ 91.28
	YTD Actual	\$ 127	\$ 30	\$ -	\$ -	\$ -	\$ -	\$ 18	\$ 4,181	\$ 715	\$ 10,026	\$ -	\$ 15,095	173,370	\$ 87.07
	Variance	\$ 5	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ 18	\$ (401)	\$ 785	\$ 6	\$ -	\$ 421	(3,387)	\$ 4
	% Variance	4%	17%	-	-	-	-	51%	-11%	52%	0%	-	3%	-2%	5%
	(\$000s)	Direct Admin & General	Indirect Admin & General	PPA Payments	LADWP Project Manager	Transmisson/ Exchange	Avangrid Wind Integration	Transmission & Generation Imbalance Charge	Environmental Attributes	Reserves	Interest Received	Property Tax	Total Cost	MWHs Delivered	\$/MWh
Pebble Springs	YTD Budget	\$ 48	\$ 120	\$ 14,700	\$ 60	\$ 8,808	\$ 1,416	\$ 1,572	\$ -	\$ -	\$ -	\$ -	\$ 26,724	198,857	\$ 134.39
	YTD Actual	\$ 44	\$ 119	\$ 14,947	\$ 17	\$ 7,117	\$ 1,420	\$ 1,862	\$ -	\$ -	\$ (187)	\$ -	\$ 25,340	200,023	\$ 126.68
	Variance	\$ 4	\$ 1	\$ (247)	\$ 43	\$ 1,691	\$ (4)	\$ (290)	\$ -	\$ -	\$ 187	\$ -	\$ 1,384	(1,166)	\$ 8
	% Variance	9%	1%	-2%	72%	19%	0%	-18%	-	-	-	-	5%	-1%	6%
	(\$000s)	Direct Admin & General	Indirect Admin & General	PPA Payments	LADWP Project Manager	Transmisson/ Exchange	Test Energy	Transmission & Generation Imbalance Charge	Environmental Attributes	Reserves	Interest Received	Property Tax	Total Cost	MWHs Delivered	\$/MWh
Red Cloud	YTD Budget	\$ 48	\$ 84	\$ 44,796	\$ 36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,964	1,092,682	\$ 41.15
	YTD Actual	\$ 42	\$ 87	\$ 50,373	\$ 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (213)	\$ -	\$ 50,300	1,214,746	\$ 41.41
	Variance	\$ 6	\$ (3)	\$ (5,577)	\$ 25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 213	\$ -	\$ (5,336)	(122,064)	\$ (0)
	% Variance	12%	-3%	-12%	69%	-	-	-	-	-	-	-	-12%	-11%	-1%
	(\$000s)	Direct Admin & General	Indirect Admin & General	Excess Energy	O&M	Transmisson/ Exchange	BPA Wind Integration	BPA Generation Imbalance Charge	Environmental Attributes	Project Manager	Net Debt Service	Non-Operating Income	Total Cost	MWHs Delivered	\$/MWh
Windy Flats	YTD Budget	\$ 132	\$ 180	\$ 2,148	\$ 17,652	\$ 27,672	\$ 9,180	\$ -	\$ 3,720	\$ 84	\$ 28,560	\$ -	\$ 89,328	619,817	\$ 144.12
	YTD Actual	\$ 133	\$ 172	\$ 2,025	\$ 17,981	\$ 22,657	\$ 10,554	\$ -	\$ 4,031	\$ 25	\$ 28,295	\$ -	\$ 85,874	668,711	\$ 128.42
	Variance	\$ (1)	\$ 8	\$ 123	\$ (329)	\$ 5,015	\$ (1,374)	\$ -	\$ (311)	\$ 59	\$ 265	\$ -	\$ 3,454	(48,894)	\$ 16
	% Variance	-1%	4%	6%	-2%	18%	-15%	-	-8%	70%	1%	-	4%	-8%	11%



SCPPA Quarterly Budget Comparisons

Quarter Ending June 30, 2026

Geothermal Projects

	(\$000s)	Direct Admin & General	Indirect Admin & General	Excess Energy	Working Capital	PPA Payments	Interest Received	Total Cost	MWHs Delivered	\$/MWh
Mammoth Casa Diablo IV	YTD Budget	\$ 24	\$ 132	\$ -	\$ -	\$ 8,904	\$ -	\$ 9,060	\$ 139,465	\$ 64.96
	YTD Actual	\$ 25	\$ 131	\$ -	\$ -	\$ 8,431	\$ (11)	\$ 8,576	122,623	\$ 69.94
	Variance	\$ (1)	\$ 1	\$ -	\$ -	\$ 473	\$ 11	\$ 484	16,842	\$ (5)
	% Variance	-5%	1%	-	-	5%	-	5%	12%	-8%
	(\$000s)	Direct Admin & General	Indirect Admin & General	Excess Energy	Working Capital	PPA Payments	Interest Received	Total Cost	MWHs Delivered	\$/MWh
Coso	YTD Budget	\$ 24	\$ 180	\$ -	\$ -	\$ 10,380	\$ -	\$ 10,584	150,372	\$ 70.39
	YTD Actual	\$ 24	\$ 179	\$ -	\$ -	\$ 9,375	\$ (14)	\$ 9,564	135,691	\$ 70.48
	Variance	\$ 0	\$ 1	\$ -	\$ -	\$ 1,005	\$ 14	\$ 1,020	14,681	\$ (0)
	% Variance	2%	0%	-	-	10%	-	10%	10%	0%
	(\$000s)	Direct Admin & General	Indirect Admin & General	LADWP Project Manager	Non-Operating Income (PEC Sale)	PPA Payments	Interest Received	Total Cost	MWHs Delivered	\$/MWh
DAC I	YTD Budget	\$ 36	\$ 36	\$ 36	\$ -	\$ 11,124	\$ -	\$ 11,232	\$ 112,400	\$ 99.93
	YTD Actual	\$ 41	\$ 31	\$ 14	\$ -	\$ 9,656	\$ (122)	\$ 9,621	106,708	\$ 90.16
	Variance	\$ (5)	\$ 5	\$ 22	\$ -	\$ 1,468	\$ 122	\$ 1,611	5,692	\$ 10
	% Variance	-14%	14%	60%	-	13%	-	14%	5%	10%
	(\$000s)	Direct Admin & General	Indirect Admin & General	LADWP Project Manager	Non-Operating Income (PEC Sale)	PPA Payments	Interest Received	Total Cost	MWHs Delivered	\$/MWh
DAC II	YTD Budget	\$ 36	\$ 12	\$ 36	\$ -	\$ 7,728	\$ -	\$ 7,812	95,114	\$ 82.13
	YTD Actual	\$ 41	\$ 15	\$ 11	\$ -	\$ 6,975	\$ (113)	\$ 6,930	93,815	\$ 73.86
	Variance	\$ (5)	\$ (3)	\$ 25	\$ -	\$ 753	\$ 113	\$ 882	1,299	\$ 8
	% Variance	-15%	-24%	68%	-	10%	-	11%	1%	10%
	(\$000s)	Direct Admin & General	Indirect Admin & General	LADWP Project Manager	Working Capital	PPA Payments	Interest Received	Total Cost	MWHs Delivered	\$/MWh
Heber I	YTD Budget	\$ 48	\$ 300	\$ 48	\$ -	\$ 37,936	\$ -	\$ 38,332	\$ 379,959	\$ 100.88
	YTD Actual	\$ 44	\$ 299	\$ 12	\$ -	\$ 31,559	\$ (314)	\$ 31,600	354,788	\$ 89.07
	Variance	\$ 4	\$ 1	\$ 36	\$ -	\$ 6,377	\$ 314	\$ 6,732	25,171	\$ 12
	% Variance	8%	0%	76%	-	17%	-	18%	7%	12%
	(\$000s)	Direct Admin & General	Indirect Admin & General	LADWP Project Manager	Working Capital	PPA Payments	Interest Received	Total Cost	MWHs Delivered	\$/MWh
NNGP	YTD Budget	\$ 48	\$ 192	\$ 72	\$ -	\$ 96,216	\$ -	\$ 96,528	1,274,407	\$ 75.74
	YTD Actual	\$ 45	\$ 186	\$ 11	\$ -	\$ 93,406	\$ (906)	\$ 92,742	1,305,746	\$ 71.03
	Variance	\$ 3	\$ 6	\$ 61	\$ -	\$ 2,810	\$ 906	\$ 3,786	(31,339)	\$ 5
	% Variance	6%	3%	85%	-	3%	-	4%	-2%	6%
	(\$000s)	Direct Admin & General	Indirect Admin & General	LADWP Project Manager	Working Capital	PPA Payments	Interest Received	Total Cost	MWHs Delivered	\$/MWh
Ormesa	YTD Budget	\$ 48	\$ 120	\$ 36	\$ -	\$ 19,572	\$ -	\$ 19,776	\$ 253,340	\$ 78.06
	YTD Actual	\$ 44	\$ 114	\$ 4	\$ -	\$ 20,913	\$ (95)	\$ 20,980	272,527	\$ 76.98
	Variance	\$ 4	\$ 6	\$ 32	\$ -	\$ (1,341)	\$ 95	\$ (1,204)	(19,187)	\$ 1
	% Variance	8%	5%	88%	-	-7%	-	-6%	-8%	1%
	(\$000s)	Direct Admin & General	Indirect Admin & General	Delay Damages	Interest Received	PPA Payments	Excess Monthly Generation	Total Cost	MWHs Delivered	\$/MWh
Star Peak	YTD Budget	\$ 72	\$ 36	\$ -	\$ -	\$ 2,820	\$ 432	\$ 3,360	40,055	\$ 83.88
	YTD Actual	\$ 23	\$ 38	\$ (159)	\$ (12)	\$ 2,652	\$ 398	\$ 2,941	48,487	\$ 60.65
	Variance	\$ 49	\$ (2)	\$ 159	\$ 12	\$ 168	\$ 34	\$ 419	(8,432)	\$ 23
	% Variance	68%	-7%	-	-	6%	8%	12%	-21%	28%
	(\$000s)	Direct Admin & General	Indirect Admin & General	Interest Received	Delay Damages	PPA Payments	Excess Monthly Generation	Total Cost	MWHs Delivered	\$/MWh
WhiteGrass No. 1	YTD Budget	\$ 36	\$ 12	\$ -	\$ -	\$ 1,248	\$ 216	\$ 1,512	\$ 18,475	\$ 81.84
	YTD Actual	\$ 21	\$ 18	\$ (5)	\$ (14)	\$ 1,115	\$ 193	\$ 1,328	21,922	\$ 60.56
	Variance	\$ 15	\$ (6)	\$ 5	\$ 14	\$ 133	\$ 23	\$ 184	(3,447)	\$ 21
	% Variance	42%	-48%	-	-	11%	11%	12%	-19%	26%



SCPPA Quarterly Budget Comparisons

Quarter Ending June 30, 2026

Solar Projects

		Direct Admin & General	Indirect Admin & General	Interest Received	Scheduling Fees	PPA Payments	Total Cost	MWHs Delivered	\$/MWh
Big Sky Ranch	(\$000s)								
	YTD Budget	\$ 24	\$ 84	\$ -	\$ 36	\$ 3,636	\$ 3,780	51,018	\$ 74.09
	YTD Actual	\$ 22	\$ 88	\$ (6)	\$ 36	\$ 3,293	\$ 3,432	46,211	\$ 74.28
	Variance	\$ 2	\$ (4)	\$ 6	\$ (0)	\$ 343	\$ 348	\$ 4,807	\$ (0.19)
	% Variance	9%	-5%	-	-1%	9%	9%	9%	0%
Desert Harvest II	(\$000s)	Direct Admin & General	Indirect Admin & General	Interest Received	Other Operating Income	PPA Payments	Total Cost	MWHs REC Quantity	\$/MWh
	YTD Budget	\$ 24	\$ 12	\$ -	\$ -	\$ 1,920	\$ 1,956	125,860	\$ 15.54
	YTD Actual	\$ 22	\$ 16	\$ (10)	\$ -	\$ 2,855	\$ 2,884	202,381	\$ 14.25
	Variance	\$ 2	\$ (4)	\$ 10	\$ -	\$ (935)	\$ (928)	(76,521)	1
	% Variance	7%	-34%	-	-	-49%	-47%	-61%	8%
DSR I	(\$000s)	Direct Admin & General	Indirect Admin & General	Interest Received	Scheduling Fees	PPA Payments	Total Cost	MWHs Delivered	\$/MWh
	YTD Budget	\$ 24	\$ 96	\$ -	\$ 36	\$ 6,612	\$ 6,768	122,910	\$ 55.06
	YTD Actual	\$ 24	\$ 95	\$ (14)	\$ 41	\$ 6,370	\$ 6,515	118,513	\$ 54.97
	Variance	\$ 0	\$ 1	\$ 14	\$ (5)	\$ 242	\$ 253	4,397	0
	% Variance	2%	1%	-	-13%	4%	4%	4%	0%
DSR II	(\$000s)	Direct Admin & General	Indirect Admin & General	Interest Received	Scheduling Fees	PPA Payments	Total Cost	MWHs Delivered	\$/MWh
	YTD Budget	\$ 24	\$ 48	\$ -	\$ -	\$ 696	\$ 768	12,855	\$ 59.74
	YTD Actual	\$ 20	\$ 49	\$ (1)	\$ -	\$ 702	\$ 769	13,062	\$ 58.91
	Variance	\$ 4	\$ (1)	\$ 1	\$ -	\$ (6)	\$ (1)	(207)	1
	% Variance	17%	-2%	-	-	-1%	0%	-2%	1%
Astoria 2	(\$000s)	Direct Admin & General	Indirect Admin & General	Interest Received	Scheduling Fees	PPA Payments	Total Cost	MWHs Delivered	\$/MWh
	YTD Budget	\$ 24	\$ 144	\$ -	\$ -	\$ 7,296	\$ 7,464	115,824	\$ 64.44
	YTD Actual	\$ 25	\$ 136	\$ (22)	\$ 0	\$ 7,020	\$ 7,159	111,425	\$ 64.25
	Variance	\$ (1)	\$ 8	\$ 22	\$ (0)	\$ 276	\$ 305	4,399	0
	% Variance	-5%	6%	-	-	4%	4%	4%	0%
Columbia Two	(\$000s)	Direct Admin & General	Indirect Admin & General	Interest Received	Scheduling Fees	PPA Payments	Total Cost	MWHs Delivered	\$/MWh
	YTD Budget	\$ 24	\$ 48	\$ -	\$ 36	\$ 2,496	\$ 2,604	35,604	\$ 73.14
	YTD Actual	\$ 21	\$ 44	\$ (4)	\$ 36	\$ 2,888	\$ 2,986	43,787	\$ 68.19
	Variance	\$ 3	\$ 4	\$ 4	\$ (0)	\$ (392)	\$ (382)	(8,183)	5
	% Variance	11%	8%	-	-1%	-16%	-15%	-23%	7%
Copper Mountain 3	(\$000s)	Direct Admin & General	Indirect Admin & General	LADWP O&M	Interest Received	PPA Payments	Total Cost	MWHs Delivered	\$/MWh
	YTD Budget	\$ 48	\$ 168	\$ 36	\$ -	\$ 56,844	\$ 57,096	593,677	\$ 96.17
	YTD Actual	\$ 45	\$ 160	\$ 25	\$ (187)	\$ 57,810	\$ 57,853	603,649	\$ 95.84
	Variance	\$ 3	\$ 8	\$ 11	\$ 187	\$ (966)	\$ (757)	(9,972)	0
	% Variance	6%	5%	31%	-	-2%	-1%	-2%	0%
Daggett Solar + Storage	(\$000s)	Direct Admin & General	Indirect Admin & General	Scheduling Coordinator	Interest Received	PPA Payments (PV & BESS)	Total Cost	MWHs Delivered (PV)	\$/MWh
	YTD Budget	\$ 24	\$ 192	\$ 120	\$ -	\$ 8,964	\$ 9,300	\$ 207,456	\$ 44.83
	YTD Actual	\$ 27	\$ 184	\$ 120	\$ (13)	\$ 8,518	\$ 8,837	184,231	\$ 47.96
	Variance	\$ (3)	\$ 8	\$ -	\$ 13	\$ 446	\$ 463	23,225	(3)
	% Variance	-13%	4%	0%	-	5%	5%	11%	-7%
Eland 1 Solar + Storage	(\$000s)	Direct Admin & General	Indirect Admin & General	Project Manager	Working Capital & Interest Received	PPA Payments & Test Energy	Total Cost	MWHs Delivered	\$/MWh
	YTD Budget	\$ 72	\$ 108	\$ 48	\$ -	\$ 34,008	\$ 34,236	858,399	\$ 39.88
	YTD Actual	\$ 43	\$ 107	\$ 15	\$ (769)	\$ 33,457	\$ 32,854	738,126	\$ 44.51
	Variance	\$ 29	\$ 1	\$ 33	\$ 769	\$ 551	\$ 1,382	120,273	(5)
	% Variance	40%	1%	68%	2%	2%	4%	14%	-12%
Eland 2 Solar + Storage	(\$000s)	Direct Admin & General	Indirect Admin & General	Project Manager	Working Capital & Interest Received	PPA Payments & Test Energy	Total Cost	Test Energy MWHs Delivered	\$/MWh
	YTD Budget	\$ 48	\$ 96	\$ 48	\$ 3,000	\$ 43,092	\$ 46,284	858,399	\$ 53.92
	YTD Actual	\$ 37	\$ 90	\$ 4	\$ 2,040	\$ 37,593	\$ 39,763	691,321	\$ 57.52
	Variance	\$ 11	\$ 6	\$ 44	\$ 960	\$ 5,499	\$ 6,521	167,078	(4)
	% Variance	23%	7%	92%	32%	13%	14%	19%	-7%
Kingbird B	(\$000s)	Direct Admin & General	Indirect Admin & General	Interest Received	Scheduling Fees	PPA Payments	Total Cost	MWHs Delivered	\$/MWh
	YTD Budget	\$ 24	\$ 84	\$ -	\$ 96	\$ 4,080	\$ 4,284	59,371	\$ 72.16
	YTD Actual	\$ 22	\$ 84	\$ (6)	\$ 97	\$ 3,917	\$ 4,114	56,973	\$ 72.21
	Variance	\$ 2	\$ 0	\$ 6	\$ (1)	\$ 163	\$ 170	2,398	(0)
	% Variance	10%	0%	-	-2%	4%	4%	4%	0%
Springbok I	(\$000s)	Direct Admin & General	Indirect Admin & General	LADWP O&M	Interest Received	PPA Payments	Total Cost	MWHs Delivered	\$/MWh
	YTD Budget	\$ 48	\$ 36	\$ 36	\$ -	\$ 20,244	\$ 20,364	295,073	\$ 69.01
	YTD Actual	\$ 43	\$ 39	\$ 45	\$ (185)	\$ 19,154	\$ 19,096	288,858	\$ 66.11
	Variance	\$ 5	\$ (3)	\$ (9)	\$ 185	\$ 1,090	\$ 1,268	6,215	3
	% Variance	11%	-8%	-26%	-	5%	6%	2%	4%
Springbok II	(\$000s)	Direct Admin & General	Indirect Admin & General	LADWP O&M	Interest Received	PPA Payments	Total Cost	MWHs Delivered	\$/MWh
	YTD Budget	\$ 48	\$ 48	\$ 36	\$ -	\$ 23,796	\$ 23,928	405,652	\$ 58.99
	YTD Actual	\$ 46	\$ 43	\$ 4	\$ (209)	\$ 23,134	\$ 23,018	394,129	\$ 58.40
	Variance	\$ 2	\$ 5	\$ 32	\$ 209	\$ 662	\$ 910	11,523	1
	% Variance	4%	11%	90%	-	3%	4%	3%	1%
Springbok III	(\$000s)	Direct Admin & General	Indirect Admin & General	LADWP O&M	Interest Received	PPA Payments	Total Cost	MWHs Delivered	\$/MWh
	YTD Budget	\$ 48	\$ 24	\$ 36	\$ -	\$ 12,108	\$ 12,216	232,961	\$ 52.44
	YTD Actual	\$ 43	\$ 24	\$ 4	\$ (107)	\$ 12,124	\$ 12,087	233,282	\$ 51.81
	Variance	\$ 5	\$ 0	\$ 32	\$ 107	\$ (16)	\$ 129	(321)	1
	% Variance	11%	2%	88%	-	0%	1%	0%	1%
Summer	(\$000s)	Direct Admin & General	Indirect Admin & General	Interest Received	Scheduling Fees	PPA Payments	Total Cost	MWHs Delivered	\$/MWh
	YTD Budget	\$ 24	\$ 96	\$ -	\$ 36	\$ 3,780	\$ 3,936	53,011	\$ 74.25
	YTD Actual	\$ 22	\$ 91	\$ (8)	\$ 36	\$ 3,944	\$ 4,086	55,349	\$ 73.82
	Variance	\$ 2	\$ 5	\$ 8	\$ (0)	\$ (164)	\$ (150)	(2,338)	0
	% Variance	8%	5%	-	-1%	-4%	-4%	-4%	1%



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

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

The meeting of the Finance Committee was held on **September 14, 2026**, at the SCPPA Glendora office and by teleconference from Imperial Irrigation District. The meeting commenced at 10:30 A.M. and adjourned at 10:58 A.M.

At the start of the meeting, due to the absence of the Chair and Vice-Chair, Aileen Ma, Chief Financial and Administrative Officer, asked the Committee to elect a pro tem Committee Chair for the meeting. Stela Kalomian (*Burbank*) nominated Richard Corbi (*Vernon*) to serve as the ad hoc Chair. With no further nominations or objections, Mr. Corbi served as Chair Pro Tem for the remainder of the meeting.

Mr. Corbi (Chair Pro Tem) took attendance. **Committee members/Alternate Committee members present for the Finance Committee Meeting were:** Daniel Smith (*Azusa*); Jim Steffens (*Banning*); Stela Kalomian (*Burbank*); Kinda Salloum (*Colton*); Belen Valenzuela (*IID-Teleconference*); John Equina (*LADWP*); Herman Leung (*Pasadena*); and Kristina Bernal (*Riverside*); and Richard Corbi (*Vernon*).

Others attendees were: 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*); Houbert Yousef and Leriza Flores (*LADWP/SCPPA-LA-Teleconference*); Daniel Garcia, Aileen Ma, Charles Guss, Christine Godinez and Anna Mendoza (*SCPPA*); Arsineh Aghasian, Joan Ilagan and Luis Castaneda (*SCPPA-Teleconference*); Lynne Chaimowitz (*Pasadena-Teleconference*); Claudia Huerta (*Riverside-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 reports to the Board of Directors (Board) for receipt and filing.

- A. Minutes of the August 3, 2026 Finance Committee meeting
- B. Investment Report for the month ended July 31, 2026
- C. Administrative & General Expense (A&G) Budget Comparison Report for the month ended July 31, 2026

Moved By: Daniel Smith
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			

3. Annual Financial Audit

Aileen Ma, SCPPA Chief Financial and Administrative Officer, provided an update on the annual financial audit that began in August. The next audit subcommittee meeting will be on October 14th when the preliminary audit results will be presented to the subcommittee. Ms. Ma stated that the final audit results are anticipated to be presented to the Finance Committee and the Board in November. No comments or questions were made.

4. Renewable Energy Prepayment

Ms. Ma provided the Committee with information on a proposed financing of a new renewable energy prepayment for Pasadena. The Committee discussed and recommended to the Board the adoption of a Resolution authorizing the preparation of all necessary documents for the issuance of bonds for the prepayment. The Committee also discussed the selection of an underwriter for the transaction. The Committee considered the underwriters in SCPPA's Underwriter Pool and recommended Goldman Sachs as the underwriter and its affiliate, J. Aron, as the counterparty, based on Goldman Sachs' considerable experience with energy prepay in California, prior work on SCPPA transactions, and established prepay financing structures with SCPPA and its members, which are expected to provide efficiencies in preparing the transaction documents.

Moved By: Herman Leung
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			

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

Mike Berwanger, PFM, provided the Committee with a market update and VRDO status report.

6. Unsolicited Proposals

Mr. Berwanger provided a brief summary of the unsolicited proposals received.

7. Committee Member and Staff Comments

Mr. Corbi opened the item for comments and announced that Norton Rose Fulbright will be presenting SCPPA's annual Disclosure Training on October 5, 2026 at 9:30 A.M., prior to the October Finance Committee meeting. Ms. Ma reminded the Committee of the SCPPA Annual Conference on October 21-22, 2026.

**THE NEXT FINANCE COMMITTEE MEETING
WILL BE OCTOBER 5, 2026.**



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

September 29, 2026

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

Dear Mr. Garcia:

Enclosed is the **August 2026 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, Linden Wind, Clean Energy, Clean Energy II, 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, 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 August, the Investment Group coordinated variable debt service payments of \$454,817 for the Magnolia Power, Linden Wind and Canyon Power Projects. Net swap payments of \$485,290 were made in accordance with the Interest Swap agreements for Canyon Power, Magnolia Power, and Natural Gas Prepaid Projects. The net commodity swap receipt for the Natural Gas Prepaid Project was \$2,085,179.

\$184 million 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 \$1.86 billion as of August 31, 2026, with an average yield of 3.8%. Total interest earned on the project funds for the month was \$5.1 million and year to date was \$12.4 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
August 31, 2026

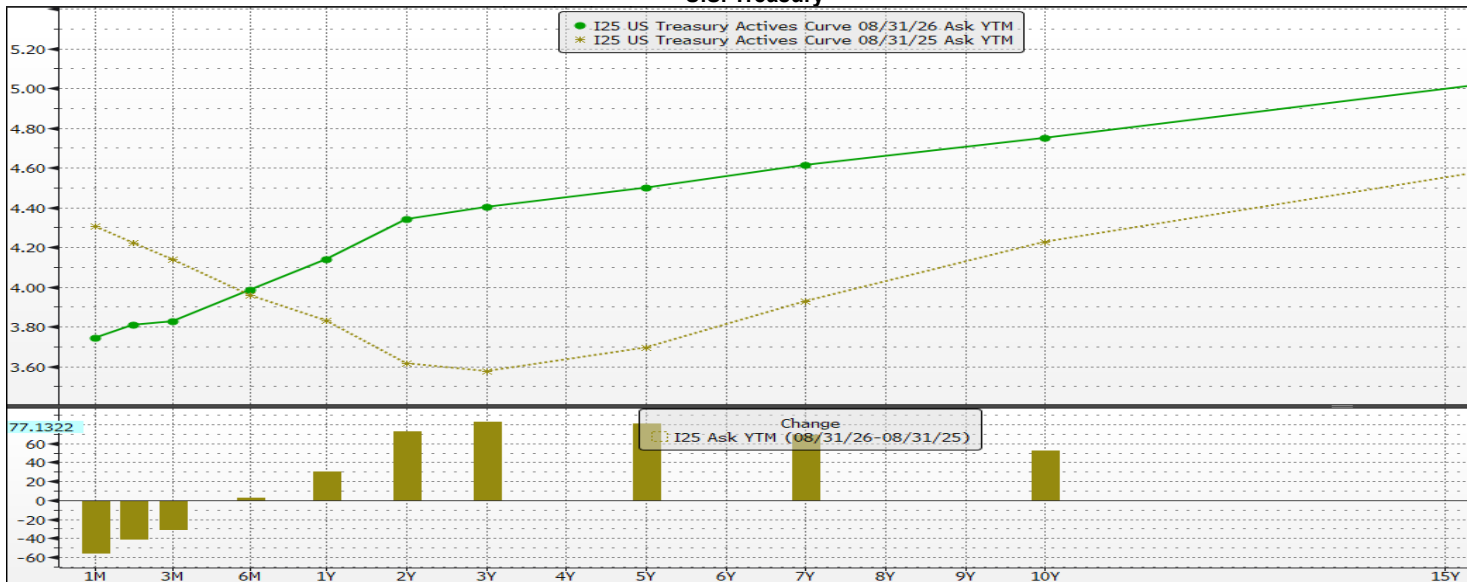
Projects	Portfolio Yield	Investment Cost	Carrying Value	Market Value	Portfolio Life ²	Cost of Capital ³
Palo Verde	3.93%	29,941,138	29,943,384	29,635,115	1.54	N/A
San Juan	3.53%	457,150	457,150	457,150	0.00	N/A
Magnolia	3.87%	61,475,016	61,738,878	61,547,173	0.36	2.97%
STS	3.85%	11,521,024	11,529,965	11,481,211	0.94	4.70%
STS Renewal	3.84%	959,139,336	964,446,269	964,245,185	0.29	4.01%
Mead-Phoenix	3.79%	6,053,572	6,058,251	6,032,263	0.97	2.53%
Mead-Adelanto	3.74%	4,765,585	4,770,000	4,757,009	0.63	2.53%
Natural Gas	3.83%	50,191,659	50,206,013	49,480,081	1.03	6.06%
Natural Gas Prepaid ¹	4.66%	29,076,408	29,076,408	29,032,920	7.86	5.09%
Canyon Power	3.01%	13,420,769	13,444,555	13,441,699	0.16	2.74%
Apex Power	3.94%	38,661,185	38,721,709	38,409,487	2.01	4.32%
SCPPA Decomm Trust Fund	3.41%	209,131,330	209,229,445	206,330,781	1.86	N/A
Project Stabilization Fund	3.89%	181,797,521	181,886,761	179,209,959	1.85	N/A
Tieton	4.03%	3,378,829	3,380,216	3,343,522	2.64	2.67%
Clean Energy ¹	3.94%	30,603,078	30,603,078	30,603,078	1.16	N/A
Clean Energy II ¹	4.59%	47,825,985	47,825,985	47,825,985	7.17	N/A
Linden Wind	4.08%	22,361,394	22,365,571	22,120,698	3.29	3.15%
Milford Wind 1	3.82%	5,948,329	5,957,333	5,955,810	0.21	5.08%
Milford Wind 2	3.74%	4,191,139	4,193,821	4,192,656	0.18	1.05%
Windy Point Flats	3.76%	16,183,792	16,211,940	16,208,068	0.14	3.55%
Pwr Purchase Agreements Combined	3.37%	122,682,540	123,076,825	123,066,959	0.07	N/A
San Juan Reclaim Trust Fund	3.29%	12,683,314	12,685,777	12,587,256	1.64	N/A
San Juan Decomm Trust Fund	3.53%	440,139	440,139	440,139	0.00	N/A

¹ Weighted average remaining portfolio life for NG Prepaid and Clean Energy Projects include Guaranteed Investment Contracts (GICs).

² In years

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

U.S. Treasury



Tenor	I25 Ask YTM US Treasury Actives Curve 08/31/26	I25 Ask YTM US Treasury Actives Curve 08/29/25	I25 Ask YTM (Change) 08/31/26-08/29/25
1M	3.746	4.308	(56.20)
2M	3.808	4.222	(41.40)
3M	3.826	4.139	(31.30)
6M	3.985	3.960	2.50
1Y	4.140	3.834	30.60
2Y	4.342	3.617	72.50
3Y	4.403	3.577	82.60
5Y	4.500	3.696	80.40



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

1160 NICOLE COURT
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(626) 793-9364 – FAX: (626) 793-9461
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MEMO

To: SCPPA Finance Committee

From: Aileen Ma, Chief Financial & Administrative Officer

Date: October 5, 2026

Re: **FY 2025-26 Administrative & General (A&G) Expense Budget to Actual Comparison Report – June 2026**

Overall, the total A&G expenditures were \$10,724,695, which was \$28,055 or 0.3% under budget for the fiscal year ended June 30, 2026.

Total Indirect A&G expenditures were \$5,922,278 which was \$216,982 or 3.5% under budget. The under budget was primarily due to:

- Savings on temporary help budgeted under the salaries category, which was covered by a grant-funded internship program that enabled SCPPA to hire interns to support SCPPA across various functional and operational areas.
- Savings in employee benefits related to personnel changes and vacancies during the fiscal year.
- Lower than anticipated workers' compensation premiums.
- Lower than anticipated legislative and regulatory advocacy and other consulting services.
- Non-use of budget contingency.

The under budget for Indirect A&G was partially offset by:

- Higher office building costs due to an unanticipated cost to replace an air conditioning unit in the Training Center.
- Higher office information technology (IT) and equipment/furniture expenses due to the modification of the office spaces on the second floor of the Glendora office building to provide better workspace for staff, interns, and Sacramento staff while at the Glendora office.
- Higher office expenses due to a delay in transitioning to a lower-cost phone and internet service plan that can still meet SCPPA's operational needs.
- Higher meeting expenses due to higher than anticipated in-person working group meetings.
- Higher travel and conferences expenses due to an increase in engagement with Members, industry leaders, and other stakeholders.
- Higher financial advisor retainer fees based on the new professional services agreement for municipal advisory services.

Total Direct A&G expenditures were \$4,802,417, which was \$188,927 or 4.1% over budget. The results reflect savings in project travel costs, WREGIS fees, and trustee fees, with the following costs coming in higher than anticipated:

- Higher costs for outside counsels due to costs associated with the replacement letter of credit and remarketing agent for the Linden Wind project bonds and legal support for transmission and participation agreement amendments and a tax credit filing for the Palo Verde project.
- Higher costs for consulting services due to activities related to the Barnett and Pinedale projects, the replacement letter of credit and remarketing agent for the Linden Wind project bonds and increase in retainer fees for swap advisory services for projects with swaps, based on the new professional services agreement.
- Slightly higher agent billable costs due to slightly higher than anticipated personnel costs in filling a vacant position.
- Higher rating agency fees due to costs associated with the replacement letter of credit and remarketing agent for the Linden Wind project bonds.

Southern California Public Power Authority
FY 2025-26 Adminstrative & General (A&G) Expense Budget to Actual
June 30, 2026

	ANNUAL BUDGET FY 2025-2026	ACTUAL 6/30/2026	Under / (Over) Budget	% Variance
Salaries	\$ 3,094,900	\$ 3,057,718	\$ 37,182	1.2%
Employee Benefits	993,200	943,364	49,836	5.0%
Office Building Costs	181,810	201,930	(20,120)	-11.1%
Office IT and Equipment/Furniture	156,500	191,203	(34,703)	-22.2%
Office Expenses	55,540	68,551	(13,011)	-23.4%
Insurance	183,500	172,420	11,080	6.0%
Meeting Expense	39,300	48,349	(9,049)	-23.0%
Travel and Conferences	64,500	74,746	(10,246)	-15.9%
Staff Training/Development	44,000	37,660	6,340	14.4%
Memberships and Dues	29,550	27,656	1,894	6.4%
Subscriptions	20,715	19,970	745	3.6%
Gov't Affairs (Sacramento Office)	206,910	201,677	5,233	2.5%
Legislative Advocacy	401,000	388,009	12,991	3.2%
Regulatory Advocacy	220,000	212,925	7,075	3.2%
General Legal Services	150,000	146,100	3,901	2.6%
Auditing Services	5,075	5,075	-	0.0%
Consulting & Other Services	106,000	81,933	24,067	22.7%
Financial Advisor	90,000	104,045	(14,045)	-15.6%
Budget Contingency	151,060	-	151,060	100.0%
Subtotal	\$ 6,193,560	\$ 5,983,328	\$ 210,232	3.4%
Glendora Project Accounting - Direct A&G	(54,300)	(61,050)	6,750	-12.4%
TOTAL INDIRECT A&G	\$ 6,139,260	\$ 5,922,278	\$ 216,982	3.5%
Outside Counsels	\$ 523,000	\$ 662,677	\$ (139,677)	-26.7%
Auditing Services	380,985	380,925	60	0.0%
Consulting & Other Services	40,500	85,679	(45,179)	-111.6%
Project Travel Costs	9,000	580	8,420	93.6%
WREGIS Fees	21,355	13,339	8,016	37.5%
Agent Billable Costs	3,116,150	3,128,583	(12,433)	-0.4%
Trustee Fees	302,200	284,585	17,615	5.8%
Rating Agency Fees	166,000	185,000	(19,000)	-11.4%
Subtotal	\$ 4,559,190	\$ 4,741,367	\$ (182,177)	-4.0%
Glendora Project Accounting	54,300	61,050	(6,750)	-12.4%
TOTAL DIRECT A&G	\$ 4,613,490	\$ 4,802,417	\$ (188,927)	-4.1%
TOTAL A&G EXPENSES	\$ 10,752,750	\$ 10,724,695	\$ 28,055	0.3%



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MEMO

To: SCPPA Finance Committee

From: Aileen Ma, Chief Financial & Administrative Officer

Date: October 5, 2026

Re: **FY 2026-27 Administrative & General (A&G) Expense Budget to Actual Comparison Report – August 2026**

As of August 31, 2026, total A&G expenditures were \$1,968,714 which was \$265,674 or 11.9% under the year-to-date budget.

Total Indirect A&G expenditures were \$1,240,129, which was \$167,548 or 11.9% under budget. The under budget was primarily due to the timing of expenditures and invoices from vendors and consultants.

Total Direct A&G expenditures were \$728,584, which was \$98,126 or 11.9% under budget. The under budget was primarily due to the timing of expenditures for legal services and consulting services.

Southern California Public Power Authority
FY 2026-27 Administrative & General (A&G) Expense Budget to Actual
August 31, 2026

	ANNUAL BUDGET FY 2026-2027	YTD BUDGET 8/31/2026	YTD ACTUAL 8/31/2026	Under / (Over) Budget	% Variance
Salaries	\$ 3,424,400	\$ 646,100	\$ 617,324	\$ 28,776	4.5%
Employee Benefits	1,137,600	376,083	370,655	5,427	1.4%
Office Building Costs	245,050	32,510	16,907	15,603	48.0%
Office IT and Equipment/Furniture	156,700	42,740	42,842	(102)	-0.2%
Office Expenses	54,540	8,650	6,539	2,111	24.4%
Insurance	181,690	8,910	7,095	1,815	20.4%
Meeting Expense	44,300	7,380	5,657	1,723	23.4%
Travel and Conferences	79,000	13,160	1,846	11,314	86.0%
Staff Training/Development	62,000	10,330	3,598	6,732	65.2%
Memberships and Dues	29,790	1,420	835	585	41.2%
Subscriptions	19,995	3,335	1,094	2,242	67.2%
Gov't Affairs (Sacramento Office)	237,960	39,650	16,183	23,467	59.2%
Legislative Advocacy	406,000	111,830	109,315	2,515	2.2%
Regulatory Advocacy	220,000	36,670	35,000	1,670	4.6%
General Legal Services	150,000	25,000	2,232	22,768	91.1%
Auditing Services	5,075	1,000	526	474	47.4%
Consulting & Other Services	187,000	31,170	1,861	29,309	94.0%
Financial Advisor	129,000	21,500	10,750	10,750	50.0%
Glendora Project Accounting - Direct A&G	(58,560)	(9,760)	(10,129)	369	-3.8%
Subtotal	\$ 6,711,540	\$ 1,407,678	\$ 1,240,129	\$ 167,548	11.9%
Budget Contingency	169,250	-	-	-	0.0%
TOTAL INDIRECT A&G	\$ 6,880,790	\$ 1,407,678	\$ 1,240,129	\$ 167,548	11.9%
Outside Counsels	\$ 445,200	\$ 74,200	\$ 32,690	\$ 41,510	55.9%
Auditing Services	380,985	40,000	39,474	526	1.3%
Consulting & Other Services	271,600	45,270	9,383	35,887	79.3%
Project Travel Costs	8,500	1,420	-	1,420	100.0%
WREGIS Fees	16,705	2,785	1,633	1,152	41.4%
Agent Billable Costs	3,182,350	530,392	524,954	5,437	1.0%
Trustee Fees	320,300	53,383	41,221	12,162	22.8%
Rating Agency Fees	170,000	69,500	69,100	400	0.6%
Glendora Project Accounting	58,560	9,760	10,129	(369)	-3.8%
TOTAL DIRECT A&G	\$ 4,854,200	\$ 826,710	\$ 728,584	\$ 98,126	11.9%
TOTAL A&G EXPENSES	\$ 11,734,990	\$ 2,234,388	\$ 1,968,714	\$ 265,674	11.9%



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

1160 NICOLE COURT
GLENDALE, CA 91740

(626) 793-9364

WWW.SCPPA.ORG

MEMO

TO: SCPPA Board of Directors

FROM: Daniel E Garcia, Executive Director

DATE: October 15, 2026

RE: Working Group Updates

WORKING GROUP SUMMARY

ASSET MANAGEMENT

The next Asset Management Working Group meeting will be held on October 29, 2026. We plan to hear about Project Development activities and discuss existing Project issues.

ASSISTANT GENERAL MANAGER (AGM)

The next Assistant General Manager Working Group meeting will be held on October 28, 2026. We plan to hear about Legislative and Regulatory updates, Project Development activities, and discuss existing Project issues.

CUSTOMER PROGRAMS

The Customer Programs Working Group (CPWG) met on September 15, 2026. The meeting opened with general updates including upcoming events and Program Development Contracts statuses.

The Sacramento Municipal Utility District (SMUD) joined the meeting to present on its approval process for meter socket adapters, including the use cases and applications SMUD is exploring for the technology.

Brandon Czworniak provided an update on the California Energy Commission's (CEC) data request related to the Publicly Owned Utilities Energy Efficiency Interactive Dashboard, including the information SCPPA is collecting from Members to support the CEC's request.

Elizabeth Naranjo provided an overview of the history of SCPPA trainings, including how the training program has evolved, where it stands today, and how Members can participate in existing trainings or request new training topics.

Uplight joined the meeting to present on its energy efficiency marketplace and demand response services, including an overview of its offerings and how these services can support utility energy efficiency and demand response efforts.

The meeting concluded with discussion among Members on the presentations, and industry and regulatory updates.

The next CPWG meeting will be held on October 20, 2026.

CYBERSECURITY

The Cybersecurity Working Group (CWG) meets on a quarterly basis. The next CWG meeting is planned for December 9, 2026, to discuss latest cyber-attacks, if any, and current trends in cybersecurity protection.

FINANCIAL INCENTIVES and RATES

The Financial Incentive Programs Working Group (FIPWG) met on September 22, 2026. The meeting opened with general updates and discussion among members regarding upcoming industry events and other related activities.

Imperial Irrigation District (IID) joined the meeting to provide a presentation on its recently adopted Large Load Tariff. The presentation covered IID's approach to addressing new large loads and considerations related to serving significant new electric demand.

Mario De Bernardo provided Government Affairs updates, including recent legislation related to data centers and an update on wildfire liability reform and other relevant legislative and regulatory developments affecting publicly owned utilities.

The meeting concluded with discussion among members on the presentation, legislative and regulatory updates.

The next FIPWG meeting will be held on October 27, 2026

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. No meeting is currently scheduled.

LEGAL

The Legal Working Group met on September 24, 2026. The group discussed strategies to manage cost and reduce time for renewable project negotiation, artificial intelligence platforms for lawyers, SCPPA's planned procurement of outside counsel services to assist with development of a standalone storage agreement, and general updates, including regarding SCPPA's attorney recruitment. On October 5, 2026, SCPPA through its outside counsel Norton Rose Fulbright, provided a continuing legal education opportunity to SCPPA Member attorneys related to federal securities laws and disclosure obligations. The next quarterly Legal Working Group meeting is scheduled for December 10, 2026.

LEGISLATIVE

The Legislative Working Group (LWG) met on September 16th and October 1st.

The LWG discussed end of session items and strategies for 2027 legislative priorities. These included a review of 2026 legislation on data centers; reactions to the failure of end-of-session wildfire liability reform; and legislative proposals regarding the Advanced Clean Fleets (ACF) rule. The working group also reviewed all the bills tracked by SCPPA that were signed or vetoed by the governor. SCPPA staff also shared opportunities for member trainings.

The next LWG meeting will be held on October 14th.

MUTUAL ASSISTANCE

The Mutual Assistance Sub-Working Group (MASG) met on October 6th. There was only 1 Mutual Assistance Request in the month of September for a pole replacement. In the month of October during the heat wave, Members shared there were no requests for Mutual Assistance and not expecting any for the upcoming remainder of the week. The Mutual Assistance Playbook has been fully reviewed and was shared with the team for final review.

The next MASG meeting will be held on November 3, 2026, to discuss recent Mutual Assistance Requests.

NATURAL GAS

The next Natural Gas Working Group (NGWG) will be held on October 27, 2026. The NGWG plans to receive operations updates from PureWest, SCPPA's operator in Wyoming, and BKV, one of SCPPA's operators in Texas. In addition, this working group will also review Net Operating Revenue reports for both Barnett and Pinedale projects.

PREPAY

General Prepay Working Group meetings will be scheduled in the future on an as needed basis.

REGULATORY

The Regulatory Working Group (RWG) met on September 16th and October 1st.

The RWG discussed several regulatory and stakeholder developments. These included the California Air Resources Board's (CARB) Advanced Clean Fleets (ACF) rule and Cap-and-Invest Program; the California Energy Commission's (CEC) Integrated Resource Planning (IRP) Guidelines updates, Renewables Portfolio Standard (RPS), and the recent data requests; California Independent System Operator (CAISO) Large Load Customers proceeding; State Water Resources Control Board (SWRCB) Utility Wildfire General Order; SCPPA's potential post-2030 strategy; and SCPPA's upcoming annual conference and strategic planning meeting.

On September 16, CARB Cap-and-Invest staff joined the RWG to discuss implementation of recent regulation changes. SCPPA Members and CARB staff discussed details for the Natural Gas Supplier allowance allocation transition to electric utilities for distribution.

The next RWG meeting will be held on October 14th.

RENEWABLES

The Renewables Working (ReWG) last met on September 15th. The Group discussed all 11 current projects in development and their current statuses. The ReWG discussed all the proposals that were received at the end of August and Members will determine which proposals to move forward with for future negotiation.

The next ReWG meeting will be held on October 20, 2026, to discuss project development updates and new proposals received.

RESOURCE PLANNING

The Resource Planning Working Group (RPWG) met on October 1, 2026. The RPWG discussed future procurement with potential tariff impacts and supply chain concerns. One of the SCPPA Members shared details on their RFP process and some helpful feedback on different pricing structures: such as Resource Adequacy only and Top 4/Bottom 4-hour Energy spreads. Other Members provided insights into starting preparation for their Integrated Resource Plans (IRP) in 2028

The next RPWG will be held on November 6, 2026, to discuss resource planning issues and latest standalone storage proposals.

RISK MANAGEMENT

The Risk Management Working Group (RMWG) met on October 7, 2026. The Group received a presentation from Mei Pan with Anaheim Public Utilities on supply chain risk management. The Group also received a summary of key topics discussed at the North American Power Credit Organization (NAPCO) 2026 Conference from Paramita Paul with Anaheim Public Utilities.

The next RMWG meeting is scheduled for November 4, 2026.

SAFETY

The Safety Working Group (SWG) met on September 22, 2026. The SWG discussed different safety training courses provided for each of their groups. The focus was mainly on training geared for Fleet Crews, Substation Training, and Onboarding.

The SWG meets quarterly and the next meeting is planned for December 1, 2026, to discuss recent safety events and trends.

TRANSPORTATION ELECTRIFICATION

The Transportation Electrification Working Group (TEWG) met on September 15, 2026. The meeting opened with general updates, including upcoming events and electric vehicle charging infrastructure funding opportunities.

Brandon Czworniak provided updates on the California Energy Commission's (CEC) Vehicle-to-Grid (V2G) activities, including information on the upcoming CEC workshop focused on V2G technologies and opportunities.

Elizabeth Naranjo provided an overview of the history of SCPPA trainings, including how the training program has evolved, where it stands today, and how Members can participate in existing trainings or request new training topics.

David Rapson with the National Bureau of Economic Research (NBER) joined the meeting to present research findings related to managed EV charging programs and customer incentive levels. The presentation included an overview of the research and key findings regarding customer participation and the incentives needed to encourage participation in managed charging programs.

The meeting concluded with discussion among Members on the presentations and industry and regulatory updates.

The next TEWG meeting will be held on October 20, 2026.

TRANSMISSION & DISTRIBUTION ENGINEERING & OPERATIONS (TDE&O)

The Transmission Distribution Engineering & Operation (TDE&O) Working Group (TDE&O WG) met on October 6, 2026. The TDE&O WG received a presentation from Vernon on Data Centers, describing the process and buildout in their city. Vernon went over the tear down of the existing building that occupied the site, provided insights on the buildout of the

substation, and issues associated with construction of the Data Center. The group later discussed this year’s T&D Annual Conference, scheduled for December 2, 2026. A registration link will be provided after the SPPA Annual Conference to RSVP.

The next TDE&O WG meeting will be held on November 3, 2026, to finalize plans and presentations for the T&D Conference.

RECURRING/ROLLING SOLICITATIONS:

NAME:

Request for Proposals: 2026 Stand-Alone Energy Storage Systems

WORKING GROUP:

Resource Planning

ISSUE DATE:

April 28, 2026

CLOSE DATE:

November 25, 2026

DESCRIPTION:

SCPPA Members seek an annual rolling Standalone Energy Storage Systems (ESS) RFP 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: 2026 Q3/Q4 SCPPA Renewable Energy Resources and Energy Storage Solutions

WORKING GROUP:

Renewables

ISSUE DATE:

July 16, 2026

CLOSE DATE:

December 30, 2026

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) to meet Members’ IRP, Clean Energy, and RPS goals.

UPCOMING/RECENT SOLICITATIONS (NEW/CONTINUED SERVICES):

NAME: Request for Proposals: New Resources and Transmission

DEPARTMENT: Renewables

ISSUE DATE: February 5, 2026 CLOSE DATE: October 16, 2026

DESCRIPTION:

Request for Proposals from developers on Carbon-Free projects and related Transmission for Members in particular areas where the Members can receive the energy.

NAME: Energy Efficiency Audits and Direct Installation Services

DEPARTMENT: Program Development

ISSUE DATE: November 1, 2026 CLOSE DATE: December 1, 2026

DESCRIPTION:

RFP for Energy Efficiency Audits and Direct Installation Services to provide integrated support for identifying, evaluating, and implementing energy efficiency opportunities for residential, commercial, industrial, and institutional customers of SCPPA members.

NAME: Distributed Energy Resource Management Systems and Programs
Support Tools

DEPARTMENT: Program Development

ISSUE DATE: November 1, 2026 CLOSE DATE: December 1, 2026

DESCRIPTION:

RFP for Distributed Energy Resource Management Systems and Programs
Support Tools to provide forecasting of distributed energy resource adoption
and output, quantify load flexibility, and improve distribution grid planning.

NON-BOARD APPROVED CONTRACT EXTENSIONS:

None

Signed by:

DANIEL E GARCIA
Daniel E Garcia, Executive Director
Southern California Public Power Authority

MAGNOLIA POWER PROJECT OPERATIONS REPORT September 2026

Reporting Period

September 1-30, 2026

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 September and zero (0) YTD.

Plant Performance Information

- **Availability:** 91.4% in September, 96.4% fiscal year-to-date (FYTD), and 87.9% YTD. (A table showing monthly plant availability for the past twenty-one months is attached.)
- **Unit Capacity Factor (240 MW):** 64.2% in September, 73.4% FYTD, and 53.9% YTD.
- **Fired Factored Hours:** 658.4 hours in September 2026.
- **Plant Starts (5 starts/month allowed):** One (1) start was used in September 2026.
- **Plant Operating Hours (8,322 hours/year allowed):** 5,742.6 hours YTD.
- **Statistics:** Details are provided on the attached monthly production report entitled "Year-to-Date Summary of Statistics "CY2026 & FY2026-27".

Plant Outage Summary and Other Information

- MPP was shut down on September 18, 2026, to perform an offline water wash of the combustion turbine compressor and complete balance-of-plant maintenance. MPP was returned to service on September 21, 2026.
- A table entitled "Outage Summary" is attached which shows all the outages that have occurred over the past twelve (12) months. The "2026-2030 Scheduled Inspection Plan" is also attached showing the calendar for future planned outages at MPP.
- Annual heat recovery steam generator (HRSG) safety valve testing was completed on Thursday, September 17, 2026.
- There were no instances of stranded energy in September 2026. A table showing stranded energy by month is attached.

CY2026 & FY2026-27

*1,050 assumed pending bill

Magnolia Power Project - Outage Summary

Outages During the Reporting Period September 1-30, 2026				
Outage Type	Start Date/Time	End Date/Time	Hours	Comments
PO	9/18/26 18:19	9/21/26 7:55	61.6	CT water wash

Summary of Outages During the Past Twelve Months				
Outage Type	Start Date	End Date	Hours	Cause
PO	October 17, 2025	October 20, 2025	72.82	CT water wash
PO	January 23, 2026	January 29, 2026	131.97	CT borescope/boiler inspection
FO	January 29, 2026	February 16, 2026	432.55	HRSG/boiler desuperheater spray liner repairs
FO	February 16, 2026	February 17, 2026	18.82	ST bearing vibration
PO	May 1, 2026	May 4, 2026	60.8	CT water wash
PO	June 26, 2026	June 29, 2026	72.0	SoCalGas pipeline maintenance, CT water wash
RS	June 29, 2026	June 29, 2026	13.38	Off-line but available
FO	July 1, 2026	July 1, 2026	2.1	FGC VFD fault
FO	July 1, 2026	July 2, 2026	15.23	ST bearing #1 vibration

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

Magnolia Power Project - Availability Summary Table

Monthly	Quarterly	Semi-Annually	Annually
Jan-25 100.0%	Q1 '25 65.3%	H1 '25 66.2%	Yr '25 81.6%
Feb-25 99.1%			
Mar-25 0.0%			
Apr-25 16.5%	Q2 '25 67.1%		
May-25 93.5%			
Jun-25 90.4%			
Jul-25 91.9%	Q3 '25 96.7%	H2 '25 96.7%	
Aug-25 100.0%			
Sep-25 98.3%			
Oct-25 90.2%	Q4 '25 96.7%		
Nov-25 100.0%			
Dec-25 100.0%			
Jan-26 73.4%	Q1 '26 73.0%	H1 '26 83.5%	
Feb-26 42.7%			
Mar-26 100.0%			
Apr-26 100.0%	Q2 '26 93.9%		
May-26 91.8%			
Jun-26 90.0%			
Jul-26 97.7%	Q3 '26 96.4%		
Aug-26 100.0%			
Sep-26 91.4%			



Magnolia Power Project

2026-2030

Scheduled Inspection Plan with 32K Hardware

Offline Water Wash 

Hot Gas Path / Minor Inspection 

Major Inspection 

As of Sept. 28th, 2026

Total Fired Time

156,238 Hours

Total Fired Hours PROJECTED ANNUALLY	2026 (7,938 Hours)	2027 (6,096 Hours)	2028 (8,472 Hours)	2029 (8,448 Hours)	2030 (8,448 Hours)
INSPECTIONS					
Water Wash 90 Day Intervals Every 2,160 Hours	76 151,104 Hrs January 2026 Offline 6:00 PM 1/23/2026 Online 6:00 AM 1/29/2026 CT Borescope/Boiler Inspection	81 January 2027 Offline 6:00 PM 1/18/2027 Online 6:00 AM 1/22/2027	85 February 2028 Offline 6:00 PM 2/4/2028 Online 6:00 AM 2/10/2028 CT Borescope/Boiler Inspection	89 February 2029 Offline 6:00 PM 2/2/2029 Online 6:00 AM 2/8/2029 CT Borescope/Boiler Inspection	93 February 2030 Offline 6:00 PM 1/25/20230 Online 6:00 AM 1/31/2030 CT Borescope/Boiler Inspection
Hot Gas Path / Minor Inspection Every 32,000 Hours Last HGP @ 144,837 Hrs	77 152,879 Hrs May 2026 Offline 6:00 PM 5/1/2026 Online 6:00 AM 5/04/2026	82 4 January 2027 Offline 6:00 PM 1/28/2027 Online 6:00 AM 5/12/2027 CT Enhancement / Boiler Inspection	86 May 2028 Offline 6:00 PM 5/5/2028 Online 6:00 AM 5/8/2028	90 May 2029 Offline 6:00 PM 5/11/2029 Online 6:00 AM 5/14/2029	94 May 2030 Offline 6:00 PM 5/3/2030 Online 6:00 AM 5/6/2030
Major Inspection Every 64,000 Hours Last Major @ 112,229 Hrs	78 154,144 Hrs June 2026 Offline 6:00 AM 06/26/2026 Online 6:00 PM 06/29/2026 SoCal Gas Curtailment	83 August 2027 Offline 6:00 PM 8/13/2027 Online 6:00 AM 8/16/2027	87 August 2028 Offline 6:00 PM 8/4/2028 Online 6:00 AM 8/7/2028	91 August 2029 Offline 6:00 PM 8/10/2029 Online 6:00 AM 8/13/2029	95 August 2030 Offline 6:00 PM 8/2/2030 Online 6:00 AM 8/5/2030
Upcoming Inspections  CT Enhancement Boiler Inspection 01/28/2027-05/12/2027	79 156,070 Hrs September 2026 Offline 6:00 PM 9/18/2026 Online 6:00 AM 9/21/2026	84 November 2027 Offline 6:00 PM 11/5/2027 Online 6:00 AM 11/8/2027	88 November 2028 Offline 6:00 PM 11/3/2028 Online 6:00 AM 11/6/2028	92 November 2029 Offline 6:00 PM 11/2/2029 Online 6:00 AM 11/5/2029	96 November 2030 Offline 6:00 PM 11/1/2030 Online 6:00 AM 11/4/2030
All Future Dates are estimates based on run hours and are subject to change	80 December 2026 Offline 6:00 PM 12/11/2026 Online 6:00 AM 12/14/2026				
End Of Year Totals	158,471 Hours	164,567 Hours	173,039 Hours	181,487 Hours	189,935 Hours

Stranded Energy Monthly Report

Month	Participant	Energy (MWh)
Oct-25	-	-
Nov-25	-	-
Dec-25	Glendale	47
Jan-26	-	-
Feb-26	-	-
Mar-26	Anaheim	34
Apr-26	-	-
May-26	-	-
Jun-26	-	-
Jul-26	-	-
Aug-26	-	-
Sep-26	-	-

SCPPA BOARD MEETING
PALO VERDE NUCLEAR GENERATING STATION (PVNGS)
STATUS REPORT

Plant Operations - Following is the status of the plant as of September 1st, 2026:

- Unit 1 is at full power in its 479th day of continuous operation.
- Unit 2 is at full power in its 118th day of continuous operation.
- Unit 3 is at full power in its 272nd day of continuous operation.

August 2026, the year-to-date maximum dependable capacity factor is as follows:

	Capacity Factor
Unit 1	97.2%
Unit 2	98.1%
Unit 3	97.4%
Station	97.6%

Budget:

August 2026, the cost report is summarized as follows:

(In \$millions)

	YTD-Budget	YTD-Actual	YTD-Variance	Year-End Budget
O&M	485.84	491.14	5.30	800.00
Capital	201.29	230.21	28.91	377.00
Fuel	148.42	127.83	(20.58)	205.24
Total	835.55	849.19	13.64	1,382.24

August 2026 Developments:

- **Nuclear Production Tax Credit:** APS will complete the CY 2025 prevailing-wage review by **8/21/2026** and vendor correction payments by **8/31/2026**. New reporting requirements apply under IRS Form 7220. SRP's fiscal-year target completion date is **12/31/2026**.
- **Subsequent License Renewal (SLR):** The owners approved re-phasing the already-funded \$36.8M SLR project to move work into earlier years. This pulls ~\$4M into 2026 and ~\$2.8M into 2027, but is expected to lower the total cost by about \$4.6M (to ~\$33.2M) and improve schedule certainty by taking advantage of today's

favorable regulatory climate. SLR keeps all three Palo Verde units eligible to run an extra 20 years.

TO: Southern California Public Power Authority
FROM: TFG
RE: Federal Legislative Report
DATE: October 9, 2026

September 2026 Federal Report

This legislative report covers activities related to appropriations, energy, and environment, as well as telecommunications and cybersecurity issues from September 1 through September 30, 2026.

Executive Summary

Congressional Calendar. The House was in session for a week in September. The Senate was in session for two weeks.

FY 2027 Appropriations. The government is operating under a Continuing Resolution (CR) – which funds the government at FY 2026 levels – allowing the government to continue fully operating until at least December 11th. Finishing work on the FY 2027 fiscal year appropriations process will be likely be the first order of business when Congress returns for the Lame Duck session after the November 3rd election.

Energy and Environment. Federal executive branch actions on a wide array of relevant issues continued apace, including federal legislative actions on permitting reform, FERC actions on large load growth demand, as well as action on substation standards, and the Administration's efforts on nuclear energy, among other activities.

Telecommunications and Cybersecurity. As usual, much is going on in this space, including action by DOE seeking input on Foreign Grid-Equipment Restrictions, and APPA's response to the FCC bid to cap pole and right of way fees.

2026/2027 Budget and Appropriations

On September 2, President Donald Trump [signed](#) the Continuing Appropriations and Extensions Act, 2027 into law ([P.L. 119-103](#)). The stopgap Continuing Resolution (CR) funds the entirety of the federal government from October 1 through December 11, 2026, at enacted Fiscal Year (FY) 2026 funding levels, officially averting a government shutdown beginning the first day of FY 2027 (on October 1). Enactment of the CR provides congressional leaders an additional ten weeks to reach a final deal on all twelve FY 2027 spending bills and pass them through both chambers in the upcoming lame-duck session of the 119th Congress. So far, four have passed the House; none in the Senate.

Energy and Environment

FERC Reliability and Physical Security Standards

In early September, the Federal Energy Regulatory Commission ([FERC](#)) approved [NERC](#) Reliability Standard CIP 014 4, strengthening federal physical security requirements for critical transmission facilities. The revised standard requires applicable transmission owners to conduct periodic risk assessments to identify critical transmission substations, evaluate threats and vulnerabilities associated with a physical attack, and maintain plans to protect critical facilities. FERC said the revised standard tightens assessment timelines, clarifies applicability thresholds, and strengthens verification and oversight. This is directly relevant to public power entities that own or operate Bulk Power System transmission facilities, and more broadly to SPPA members because physical security requirements can affect compliance, operating practices and investments in substations and control facilities.

The action is particularly significant because federal reliability policy is increasingly addressing the security and resilience of the existing grid at the same time utilities are confronting substantial load growth and expanding transmission requirements. The September FERC action warrants attention as to whether SPPA member-owned transmission assets fall within the revised standard's applicability provisions and whether existing physical security assessments and facility protection programs will need to be adjusted as the new standard is implemented.

FERC Western Market Coordination

September 30 was the deadline established by FERC for the California Independent System Operator (CAISO) and Southwest Power Pool (SPP) to submit a joint [report](#) concerning coordination along the increasingly important connections between Western electricity markets. FERC ordered the report to address existing coordination initiatives, operational challenges created by new market developments, schedules for resolving those issues, and areas where the market operators have not yet aligned. The proceeding is particularly relevant following the May 2026 launch of CAISO's Extended Day Ahead Market and the expansion of SPP's Western activities. FERC has identified the evolving market boundaries as creating potential reliability, operational, and market efficiency issues in the Western Interconnection.

This proceeding has a more immediate Western nexus than many national FERC initiatives. Given that members operate within a region increasingly divided among different voluntary market arrangements, making this kind of coordination is consequential for wholesale transactions, transmission use, and regional reliability.

In July, FERC issued an order that highlights that the agency's concerns extend not only to the CAISO and SPP markets, but also to their interactions with neighboring balancing authorities that do not participate in an organized day-ahead market.

EPA Power Plant Greenhouse Gas Regulations Advance

On September 14, EPA Administrator Lee Zeldin signed a final [rule](#) partially repealing the 2024 Carbon Pollution Standards governing greenhouse gas emissions from fossil fuel fired electric generating units. Published September 17, the rule repeals the emission guidelines for existing fossil fuel fired steam generating units, the carbon capture-based standards governing coal units undertaking large modifications, and the Phase 2 carbon capture-based standards for new baseload stationary combustion turbines. The final rule becomes effective November 16, 2026.

At the same time, EPA issued a supplemental [proposal](#) that would go considerably further by rescinding the remaining federal greenhouse gas requirements for fossil fuel-fired power plants under Clean Air Act Section 111. EPA proposes that Section 111 does not authorize regulation of power plant emissions in response to global climate change concerns and proposes rescinding contrary agency findings and determinations dating from 2015.

Some portions of the 2024 framework are being repealed through the final rule, while broader elimination of the remaining GHG requirements is currently only a proposal.

Comments on that proposal are due November 2, 2026.

NRC Reactor Regulatory Overhaul Proposal

On September 11, the Nuclear Regulatory Commission (NRC) proposed a broad [overhaul](#) of its regulations governing both currently operating nuclear power plants and new reactor applicants. The proposal implements Executive Order 14300 and would expand risk informed approaches, eliminate or modify requirements NRC considers outdated, remove the expiration date for standard reactor design approvals, provide greater flexibility for reactor control room staffing, revise nonemergency event reporting requirements, reduce routine reporting and recordkeeping, modify requirements affecting decommissioning trust funds and make other changes intended to produce a more efficient and predictable licensing system.

FERC's action is notable because it applies both to the existing nuclear fleet and applicants seeking approval for new reactor technologies. It could therefore affect the federal licensing environment surrounding utilities' future nuclear procurement or participation decisions.

The proposal is part of a larger federal effort to reduce licensing barriers and accelerate deployment while retaining NRC safety oversight.

DOE Transmission Needs Study Update

On September 8, DOE closed the public comment period on its draft 2026 National Transmission Needs Study. The [study](#) is conducted pursuant to Section 216 of the Federal Power Act and identifies current and anticipated transmission capacity constraints and congestion. DOE states that the study can inform regional and interregional transmission planning and investment decisions and, importantly, may inform subsequent decisions concerning the designation of National Interest Electric Transmission Corridors.

DOE's draft identifies accelerated load growth from data centers, manufacturing and other large loads as important drivers of additional transmission needs.

The process is notable because the final federal assessment can help shape DOE transmission policy and the future use of federal transmission authorities. DOE expressly states that the study will inform its coordination of transmission related authorities and funding, in addition to potential corridor designations. The federal process therefore intersects with Southern California public power concerns regarding transmission expansion, reliability, new generation interconnection and the ability of the Western grid to accommodate significant new loads.

DOE Grid Modernization and Transmission Investment Activities

On September 24, DOE's Office of Electricity announced [selections](#) for grid investments across 26 states under its Speed to Power initiative. DOE's Office of Electricity identifies this as its September 24 announcement concerning investments intended to lower electricity costs and improve grid reliability. Public reporting on the selections describes extensive use of advanced reconductoring and other grid enhancing technologies intended to increase the carrying capability of existing transmission infrastructure rather than depending exclusively on construction of entirely new corridors.

DOE's actions are notable because Reconductoring and grid-enhancing technologies potentially provide utilities another pathway for accommodating load growth and expanding transfer capability through existing infrastructure. For Southern California, agencies facing load growth, interconnection pressures, siting constraints and lengthy development timelines for new transmission, DOE's emphasis on increasing capacity within existing corridors is a federal initiative worth tracking for subsequent funding opportunities and potential application within member systems.

Large Load and Data Center Cost Allocation Legislation

On September 10, the House Energy and Commerce Committee reported H.R. [9340](#), the Ratepayer Protection Act, legislation directly addressing who pays for electric system expansion required to serve very large new loads. The reported legislation would amend the Public Utility Regulatory Policies Act to establish a federal standard under which rates charged by an electric utility to a large load customer would be designed to recover from that customer the full incremental cost of generation, transmission or distribution upgrades necessary to serve the load. The bill addresses the risk that a large load customer terminates its agreement or otherwise stops purchasing electricity after infrastructure has been developed to serve it.

The legislation expressly addresses generation, transmission and distribution upgrades, making it potentially significant to vertically integrated public power utilities evaluating very large load interconnections.

Bipartisan Senate Permitting and Transmission Legislative Proposal

On September 30, Senate Environment and Public Works Committee (EPW) Chair Shelley Moore Capito (R-WV), Ranking Member Sheldon Whitehouse (D-RI), Energy and Natural Resources Committee Chair

Mike Lee (R-UT) and Ranking Member Martin Heinrich (D-NM) unveiled the Bipartisan American Affordability and Jobs Act of 2026, a broad permitting package containing significant electricity transmission provisions. Key elements of the bill address regional and interregional transmission planning, transmission cost allocation, federal permitting and siting, advanced transmission technologies and protections related to costs created by large loads. The [proposal](#) also includes broader changes to federal environmental review and infrastructure permitting.

Two items stand out: First, the draft bill – likely to undergo tweaks and changes before its expected consideration on the Senate floor during the lame duck session—proposes “project certainty” language to address the long-standing concern of renewable energy project advocates that permit and project approvals will be assured in the regular executive branch approval process. Further discussions are continuing between the White House and the committees regarding the timing and terms of the release of several renewable projects currently under consideration by the Trump Administration.

In addition, the bill contains significant language potentially impacting transmission as well as language potentially affecting interregional planning, allocation of transmission costs, and federal siting authority. It also may provide congressional direction on how cost allocation, local control, public power treatment, transmission permitting, and protections against shifting large load infrastructure costs to existing customers are implemented.

Telecommunications and Cybersecurity

Broadband and Telecommunications

Public Power Challenges FCC Bid to Cap Pole and Rights-of-Way Fees: Initial comments closed September 21 in the FCC’s Build America wireline [rulemaking](#) (WC Docket No. 25-253), which proposes a 120-day presumptive deadline for state and local authorizations, fees limited to actual and direct costs, and counting in-kind demands such as conduit toward fee caps. It also asks whether the fee standard should reach government-owned poles and conduit. The American Public Power Association (APPA) [argued](#) that Section 224 exempts public power poles and that utilities act as market participants, not regulators. Whether that exemption limits a Section 253 rule is unresolved, and exposure differs for city permitting versus utility pole attachments. Reply comments are due November 5.

FCC Removes Most Utility Radio Sites from NEPA Review: On September 30, the FCC [adopted](#) a Report and Order (WT Docket No. 25-217) finding that facilities deployed under geographic-area or site-based licenses, or unlicensed services, are not “major federal actions” under the National Environmental Policy Act (NEPA) unless they require antenna structure registration (generally structures over 200 feet or near airports). Members licensing land mobile radio, microwave, or private broadband sites may avoid FCC environmental checklists for such facilities. Radiofrequency exposure limits, Endangered Species Act obligations, and National Historic Preservation Act Section 106 review still apply, and a further notice seeks comment on Section 106 changes. The effective date and comment deadlines await *Federal Register* publication.

NTIA Opens BEAD “True-Up” Round With a Local Challenge Window: On September 3, NTIA [issued](#) a Broadband Equity, Access, and Deployment (BEAD) [Supplemental Deployment Policy Notice](#) directing

program savings to locations left unserved by provider defaults, misreporting, or map changes. After a state publishes its supplemental list, providers, local governments, and nonprofits have 30 days to show a location is served, or will be within 12 months; completed pole attachment agreements count as evidence. A second subgrantee round follows. Members or cities with fiber or planned builds can protect their footprints, though bidding eligibility depends on California's rules. Non-deployment guidance remains pending; bipartisan senators pressed NTIA for it on September 30. California's challenge dates were not identified.

Senate Postpones Hearing on FCC Nominee: On September 14, the Senate Commerce Committee [postponed](#) its September 17 hearing on Danielle Thumann Severs, senior counsel to FCC Chairman Brendan Carr, whom the President nominated in August to a vacant Commission seat. The committee did not announce a new date. Confirmation would give Republicans a 3–1 majority, which bears on the pace of contested items, including the wireline rights-of-way rulemaking above.

Cybersecurity

DOE Seeks Input on Foreign Grid-Equipment Restrictions; Comments Due October 9: On September 9, DOE published a [Request for Information](#) (91 Fed. Reg. 57322) to implement Executive Order 14421, which authorizes restrictions on foreign-produced bulk-power system equipment, including transformers, inverters, battery storage, generators, control systems, and related software. At a September 16 [webinar](#), DOE said nothing is prohibited until it makes required findings, but installed equipment could potentially be affected. The order reaches generation, control rooms, and transmission at 69 kV or above and excludes local distribution, placing member and SCPPA joint-project assets in scope. Implementing rules are due December 24. Comments are due October 9. TFG recommends that members inventory foreign-sourced equipment and remote-access arrangements.

Stopgap Law Extends Cyber Information-Sharing Protections to December 11: On September 2, the President [signed H.R. 6500](#), the Continuing Appropriations and Extensions Act, 2027 (P.L. 119-103), after the House passed it 370–48 on September 1. The law funds the government through December 11 and extends the Cybersecurity Information Sharing Act of 2015 to that date. Its liability protections and disclosure exemptions support threat sharing through the Electricity Information Sharing and Analysis Center (E-ISAC) and, for cities, the Multi-State ISAC. The law also bars OMB from finalizing its Uniform Guidance overhaul for federal grants before December 11.

No September Action on CIRCIA: As of September 30, CISA had not published the Cyber Incident Reporting for Critical Infrastructure Act (CIRCIA) final rule, missing its September regulatory-agenda target. The April 2024 proposed rule remains the only text, and no reporting obligation is in effect.



AGENDA ITEM STAFF REPORT

MEETING DATE:

October 21, 2026

RESOLUTION NUMBER:

2026-099

SUBJECT:

Amendment No. 4 to Master Professional Services Agreement with Clean Power Research, L.L.C. to Extend the Term of the Agreement through February 18, 2027

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

☐

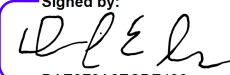
Other (Please describe):

MEMBER PARTICIPATION:

Sponsoring Member: Colton, Glendale, Pasadena

Other Members Potentially Participating: Other Members may participate as their needs dictate.

Approved by Executive Director:

Signed by: 
DAE0F3A6ECDE496...

RECOMMENDATION:

Approve Amendment No. 4 to a Master Professional Services Agreement ("Agreement" or "MPSA") with Clean Power Research, L.L.C. ("Clean Power Research") to extend the term of the Agreement through February 18, 2027. Under the Agreement, Clean Power Research provides distributed energy resources demand management systems (DERDMS) services that support the integration and management of renewable resources, energy storage, electric vehicles and customer energy behavior.

Amendment No. 4 to the Agreement would allow SCPPA to provide continuity of services to its participating members pending release and completion of SCPPA's competitive request for proposals (RFP) process.

BACKGROUND:

Clean Power Research is a technology company headquartered in Bellevue, Washington. Established in 1998, the company provides cloud-based software and research services to utilities, energy agencies, and organizations in the solar industry. Its solutions support a variety of utility functions, including distributed energy resources (DERs), customer programs, interconnection, solar forecasting, and energy program administration.

In 2020, following a competitive solicitation process, the Board adopted Resolution No. 2020-110 authorizing SCPPA to enter into a master professional services agreement with Clean Power Research for DERDMS and related services. The initial term of the Agreement was three years with an option for SCPPA to extend for an additional three-year term.

The Agreement has been amended three times. In 2022, the Board adopted Resolution 2022-018 approving Amendment No. 1 to the Agreement to add provisions for adherence to California Consumer Privacy Act regulations, indemnity, and cybersecurity insurance. In 2023, under the Executive Director authority, SCPPA approved Amendment No. 2 to the Agreement to extend the term to November 19, 2026. In 2025, the Board adopted Resolution 2022-078 approving Amendment No. 3 to the Agreement to increase the not-to-exceed amount to \$685,000.

The purpose of proposed Amendment No. 4 is to extend the Agreement with Clean Power Research for three additional months, until February 18, 2027, to avoid a disruption in services, pending the release and completion of an RFP for DERDMS and related services.

Three SCPPA Members – Colton, Glendale and Pasadena – have entered into task orders with Clean Power Research under the Agreement. The Agreement is currently set to expire on November 19, 2026. Through the Customer Programs Working Group, three Members, Colton, Glendale and Pasadena, expressed a desire to continue utilizing Clean Power Research's services at this time.

DISCUSSION:

SCPPA staff recommends that SCPPA extend the current Agreement with Clean Power Research by three months to allow sufficient time to release and complete the competitive RFP process. The proposed extension will help ensure continuity of service and avoid any potential lapse in critical support provided to SCPPA Members during the transition period until SCPPA presents its recommendations for award of contract to the Board for its consideration.

- **Scope of Contract Services**

Clean Power Research provides participating SCPPA Members with the following core services:

1. PowerClerk®

A hosted, secure application for DER program management.

2. WattPlan® Advisor

A platform that provides personalized DER advice and optimized suggestions for customers. It supports a variety of DERs, including but not limited to rooftop solar,

community solar, electric vehicles, battery storage, energy efficiency measures, and demand control devices.

3. WattPlan Grid

A platform that provides scenario-based, customer-level modeling of DER adoption. The platform allows utility planners and analysts to evaluate how changes in technology costs, incentives, and utility rates may affect future DER adoption and support DER planning and analysis.

4. SolarAnywhere

A web-based service that provides historical solar irradiance and photovoltaic (PV) power production data, along with forecasting and fleet simulation capabilities for central and distributed PV systems. The platform uses industry data to support utility planning, forecasting, and analysis of solar generation.

- **Selection Method:**

SCPPA issued a competitive solicitation for DERDMS and related services on June 29, 2020. A total of thirty-two (32) responses were received and evaluated by staff of SCPPA, Colton, Los Angeles, and Pasadena based on qualifications, experience, skills required to provide the required services, demonstration of project management abilities, references, and cost-competitiveness. Clean Power Research was selected as one of the most qualified and cost-effective firms out of the respondents to SCPPA's competitive solicitation.

- **SCPPA's Authority:**

SCPPA has the authority to execute this Amendment No. 4 to the Agreement under 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. Amendment No. 4 to the Agreement will extend for three months the term of a contract to provide SCPPA Members continued accessing DERDMS services that support the integration and management of renewable resources, energy storage, electric vehicles and customer energy behavior. These services help Members optimize demand response, forecast DER adoption and enhance distributed resource planning, supporting cost-effective and reliable energy efficiency and demand reduction efforts in alignment with Section 9615.

FISCAL IMPACT:

The Agreement has a not-to-exceed amount of \$685,000. No additional funding will be required for this Amendment. Participating Members have committed in writing to paying for any, and all, services procured from Clean Power Research under the Agreement pursuant to separate task orders signed by each SCPPA Member that elects to receive such services from Clean Power Research.

ATTACHMENTS:

1. Resolution No. 2026-099
2. MPSA Amendment No. 4

RESOLUTION NO. 2026-099

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 4 TO THE MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AND CLEAN POWER RESEARCH, L.L.C. EXTENDING THE TERM OF THE AGREEMENT FOR THREE MONTHS

WHEREAS, the Southern California Public Power Authority (“SCPPA” or “the Authority”) owns interests in various generation and transmission projects, the output or services of which has been sold to Members of the Authority (“Members”); and its Members are engaged in the generation, transmission, and distribution of electrical energy to retail customers, including assisting such customers with the efficient use of said energy; and

WHEREAS, on November 19, 2020, after a competitive solicitation, the SCPPA Board adopted Resolution 2020-110, pursuant to which SCPPA executed a Master Professional Services Agreement (as amended from time to time, the “Agreement”) with Clean Power Research, L.L.C., to provide distributed energy resources demand management systems services that support the integration and management of renewable resources, energy storage, electric vehicles and customer energy behavior (the “Services”) for participating Members; and

WHEREAS, the Agreement has been previously amended by Amendment No. 1 dated February 17, 2022; Amendment No. 2 dated March 22, 2023, Amendment No. 3 dated July 17, 2025; and

WHEREAS, the term of the Agreement will expire on November 19, 2026; and

WHEREAS, the Parties desire to extend the term of the Agreement through February 18, 2027 to allow for continued services pending the Authority’s issuance and completion of a Request for Proposal process for the Services.

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

1. The Executive Director is authorized to execute Amendment No. 4 to the Agreement.
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 carrying out the transactions contemplated by this Resolution.
3. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION NO. 2026-099 is approved and adopted by the Authority this 21st day of October 2026.

Tikan Singh
VICE PRESIDENT
Southern California Public
Power Authority

ATTEST:

Daniel E Garcia
ASSISTANT SECRETARY
Southern California Public
Power Authority

**AMENDMENT NO. 4
TO THE MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
CLEAN POWER RESEARCH, L.L.C.**

This Amendment No. 4 to the Master Professional Services Agreement (the “Agreement”) between the Southern California Public Power Authority (“SCPPA”) and Clean Power Research, L.L.C. (“Contractor”) (collectively, the “Parties”) is made and entered into on this 21st day of October 2026.

WHEREAS, on November 19, 2020, the Parties entered into the Agreement, which Agreement has been previously amended by Amendment No. 1 dated February 17, 2022; Amendment No. 2 dated March 22, 2023, and Amendment No. 3 dated July 17, 2025; and

WHEREAS, the term of the Agreement will expire on November 19, 2026; and

WHEREAS, the Parties desire to extend the term of the Agreement through February 18, 2027.

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

1. The term of the Agreement shall be extended up to and including February 18, 2027.
2. Except as provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Amendment No. 4 on behalf of the party for which he or she signs.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
DANIEL E GARCIA
Executive Director

Approved as to Legal Form:

CHRISTINE GODINEZ
General Counsel

and;

CLEAN POWER RESEARCH, L.L.C.

By: _____
ALAN SAUNDERS
Vice President, Sales & Business Development



AGENDA ITEM STAFF REPORT

MEETING DATE:

October 21, 2026

RESOLUTION NUMBER:

2026-100, 2026-101,
2026-102 & 2026-103

SUBJECT:

Supplemental Indentures of Trust for Milford Wind Corridor Phase I Project, Milford Wind Corridor Phase II Project, Windy Point/Windy Flats Project and Gas Project Revenue Bonds (Project No. 1)

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: Anaheim, Burbank, Colton, Glendale, LADWP, and Pasadena

Other Members Potentially Participating: None

Approved by Executive Director:

Signed by:
 DAE0F3A6ECDE496...

RECOMMENDATION:

Adopt four Resolutions, one for each project, authorizing the execution and delivery of supplemental indentures of trust to remove the requirement of an Accountant's Certificate or a statement signed by an Accountant for rebate calculations for the following projects with related bonds: (1) Milford Wind

Corridor Phase I Project, (2) Milford Wind Corridor Phase II Project, (3) Windy Point/Windy Flats Project, and (4) Gas Project Revenue Bonds (Project No. 1).

BACKGROUND:

Under the Internal Revenue Code, issuers of tax-exempt bonds must rebate any investment earnings that exceed the bond yield to the U.S. Treasury. These investment earnings are referred to as arbitrage. The arbitrage rebate calculation is performed at least every 5 years over the bond's life to determine whether a rebate liability exists and if so, the amount required to be paid to the U.S. Treasury.

SCPPA is subject to the arbitrage rebate calculation requirement for each tax-exempt bond issuance that SCPPA has. This calculation requirement is written within each bond's indenture of trust. Each indenture also requires that SCPPA deliver the computation to the trustee within so many days after the due date of the computation.

SCPPA has performed the arbitrage rebate calculations as required under each bond's indenture as well as delivering the computations to the trustee within the required timeframe for all tax-exempt bonds issued. However, certain bond indentures require the delivery of an Accountant Certificate or a statement signed by an Accountant. An Accountant's Certificate is a certificate signed by an independent certified public accountant or arbitrage rebate specialist.

The projects with bond indentures that require the Accountant's Certificate or statement are:

- (1) Milford Wind Corridor Phase I Project (Milford I),
- (2) Milford Wind Corridor Phase II Project (Milford II),
- (3) Windy Point/Windy Flats Project (Windy) and,
- (4) Gas Project Revenue Bonds (Project No. 1) (Prepaid Gas)

The SCPPA Member Participants of the projects are:

- (1) Milford I – Burbank, LADWP, and Pasadena
- (2) Milford II – Glendale and LADWP
- (3) Windy – Glendale and LADWP
- (4) Prepaid Gas – Anaheim, Burbank, Colton, Glendale, and Pasadena

DISCUSSION:

SCPPA's arbitrage rebate calculations are reviewed by SCPPA's Special Tax Counsel prior to delivering to the trustee. Delivery of an Accountant's Certificate or statement would require a review of the same calculation by a consultant, which would be a reductant process with additional costs for the project. Accordingly, SCPPA staff recommend amending the bond indenture via a supplemental indenture of trust to replace the Accountant Certificate or statement with a written statement from SCPPA for each of the four projects. This amendment would also procedurally align the rebate calculation delivery process for the four projects with the rest of SCPPA's bond indentures for other projects.

In consultation with SCPPA's Bond Counsel, Special Tax Counsel, and Trustee, the proposed amendment will not materially adversely affect the rights of bondholders.

On October 5, 2026, the Finance Committee discussed the proposed amendment to the four bond indentures and recommended bringing the Resolutions, one for each of the above-referenced projects, to the Board of Directors for approval to authorize the execution and delivery of a supplemental indenture of trust for each project.

- **SCPPA's Authority:**

In accordance with the California Joint Exercise of Powers Act and the SCPPA Joint Powers Agreement, SCPPA is authorized to finance generation and transmission projects, including amending financing documents as needed for such projects.

FISCAL IMPACT:

There is no fiscal impact for the approval of the supplemental indentures of trust for Milford I, Milford II, Windy, and Prepaid Gas projects.

ATTACHMENTS:

1. Resolution No. 2026-100 (Milford Wind Corridor Phase I Project)
2. Third Supplemental Indenture of Trust – Milford Wind Corridor Phase I Project
3. Resolution No. 2026-101 (Milford Wind Corridor Phase II Project)
4. Third Supplemental Indenture of Trust – Milford Wind Corridor Phase II Project
5. Resolution No. 2026-102 (Windy Point/Windy Flats Project)
6. Fourth Supplemental Indenture of Trust – Windy Point/Windy Flats Project
7. Resolution No. 2026-103 (Gas Project Revenue Bonds (Project No. 1))
8. Third Supplemental Trust Indenture – Gas Project Revenue Bonds (Project No. 1)

RESOLUTION NO. 2026-100

**RESOLUTION RELATING TO THE MILFORD WIND CORRIDOR
PHASE I PROJECT: (I) AUTHORIZING THE EXECUTION AND
DELIVERY OF A THIRD SUPPLEMENTAL INDENTURE OF TRUST,
AND (II) AUTHORIZING THE OFFICERS OF THE AUTHORITY TO DO
ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE**

WHEREAS, the Southern California Public Power Authority (“Authority”) is a joint powers authority and public entity of the State of California duly organized and operating pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code; and

WHEREAS, the Authority has heretofore issued its Milford Wind Corridor Phase I Project, Refunding Revenue Bonds, 2019-1 (the “2019-1 Bonds”), pursuant to the Indenture of Trust, dated as of January 1, 2010 (the “Original Indenture”), as supplemented and amended (the Original Indenture as supplemented and amended to date, the “Existing Indenture”), including as supplemented and amended by the Second Supplemental Indenture of Trust, dated as of October 1, 2019 (the “Second Supplemental Indenture”), each by and between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”); and

WHEREAS, the Second Supplemental Indenture requires the delivery of an Accountant’s Certificate (as defined in the Existing Indenture) for each rebate calculation; and

WHEREAS, the Authority is authorized under the applicable provisions of the Existing Indenture to enter into a supplemental indenture with the Trustee, without the consent of the Owners of the 2019-1 Bonds, to make changes that do not adversely affect the interests of the Owners of the 2019-1 Bonds, subject to satisfaction of applicable conditions thereunder; and

WHEREAS, it is in the best interests of the Authority to amend the Second Supplemental Indenture pursuant to a Third Supplemental Indenture of Trust between the Authority and the Trustee (the “Third Supplemental Indenture”), the form of which has been presented to this Board, in order to remove the requirement to deliver an Accountant’s Certificate; and

WHEREAS, upon consultation with Bond Counsel and Special Tax Counsel, the Authority has determined that removing the requirement to deliver an Accountant’s Certificate does not materially adversely affect the rights of the Owners of the 2019-1 Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority as follows:

1. The form of the Third Supplemental Indenture presented to this Board, in substantially the form on file with the Assistant Secretary, is hereby approved. Each of the President, any Vice President, the Executive Director and the Chief Financial and Administrative Officer of the Authority (each, an “Authorized Officer”) is hereby authorized and directed to execute and deliver the Third Supplemental Indenture with such additions, deletions or changes as

deemed necessary or desirable and as shall be approved by said Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof.

2. Each of the President, any Vice President, the Secretary, any Assistant Secretary, the Executive Director, the Chief Financial and Administrative Officer and any other officer of the Authority is hereby authorized to execute and deliver any and all agreements and to approve any and all documents and instruments and to do and cause to be done any and all acts and things deemed necessary or advisable for carrying out the transactions contemplated by this Resolution. Each reference in this Resolution to the President, any Vice President, the Secretary, any Assistant Secretary, the Executive Director or the Chief Financial and Administrative Officer 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. All actions heretofore taken by the officers, employees and agents of the Authority in furtherance of the transactions contemplated by this Resolution are hereby approved, ratified and confirmed.

3. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 21st day of October, 2026.

Tikan Singh
VICE PRESIDENT
Southern California Public
Power Authority

ATTEST:

Daniel E Garcia
ASSISTANT SECRETARY
Southern California Public
Power Authority

THIRD SUPPLEMENTAL INDENTURE OF TRUST

between

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE

Amendments to Second Supplemental Indenture of Trust Related to Milford Wind Corridor
Phase I Project, Refunding Revenue Bonds, 2019-1

Dated as of _____ 1, 2026

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ARTICLE III MISCELLANEOUS

301.	Terms of Existing Indenture.	3
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This THIRD SUPPLEMENTAL INDENTURE OF TRUST, dated as of _____ 1, 2026 (this “Third Supplemental Indenture”), by and between SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (the “Authority”) and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor trustee (the “Trustee”),

W I T N E S S E T H:

WHEREAS, the Authority has entered into an Indenture of Trust, dated as of January 1, 2010 (as supplemented and amended to date, the “Existing Indenture” and, as supplemented and amended by this Third Supplemental Indenture, the “Indenture”), from the Authority to the Trustee to provide for the issuance of Bonds; and

WHEREAS, on October 23, 2019, the Authority issued its Milford Wind Corridor Phase I Project, Refunding Revenue Bonds, 2019-1 (the “2019-1 Bonds”), pursuant to the Second Supplemental Indenture of Trust, dated as of October 1, 2019 (the “Second Supplemental Indenture”), in the aggregate principal amount of \$111,920,000, in order to finance a portion of the Cost of Acquisition of the Project; and

WHEREAS, the Second Supplemental Indenture requires the delivery of an Accountant’s Certificate for each rebate calculation; and

WHEREAS, pursuant to Section 1001(8) of the Existing Indenture, the Authority and the Trustee may enter into supplemental indentures to amend, modify, or supplement the Indenture in such manner as does not materially adversely affect the rights of the Owners of the 2019-1 Bonds and as the Authority deems appropriate; and

WHEREAS, upon consultation with Bond Counsel and Special Tax Counsel, the Authority has determined that removing the requirement to deliver an Accountant’s Certificate does not materially adversely affect the rights of the Owners of the 2019-1 Bonds; and

WHEREAS, the Authority has determined that all acts, authorizations, and proceedings required to constitute this Third Supplemental Indenture as a valid and binding agreement for the uses and purposes herein set forth have been taken, including but not limited to all acts, authorizations, and proceedings required by applicable law and by Section 1001 of the Existing Indenture, including delivery to the Trustee of an Opinion of Counsel to the effect that this Third Supplemental Indenture has been in all respects duly and lawfully executed in accordance with the provisions of the Indenture, is authorized or permitted by the Indenture, is valid and binding on the Authority and enforceable in accordance with its terms, except as described herein, and shall not adversely affect the validity of the 2019-1 Bonds or the exclusion of interest on the 2019-1 Bonds from the gross income of the Owners thereof for federal income tax purposes;

NOW, THEREFORE, in consideration of the premises set forth herein, the Authority and the Trustee agree as follows:

ARTICLE I

AUTHORITY AND DEFINITIONS

101. Authority for this Third Supplemental Indenture. This Third Supplemental Indenture is a Supplemental Indenture executed pursuant to the provisions of the Act and in accordance with Article X of the Existing Indenture.

102. Definitions. Unless the context otherwise requires, all capitalized terms used in this Third Supplemental Indenture which are not otherwise defined herein shall have the meanings set forth in the Existing Indenture.

ARTICLE II

AMENDMENTS TO SECOND SUPPLEMENTAL INDENTURE

201. Amendments to the Second Supplemental Indenture. Section 401(11) of the Second Supplemental Indenture is hereby amended, with deletions indicated by ~~striketrough~~ and additions indicated by **bold text**:

(11) To Rebate Arbitrage Profits.

(i) *To Deliver Documents.* The Authority shall deliver to the Trustee, within 55 days after each Computation Date for the 2019-1 Bonds:

(a) *Statement of Rebate Amount:* ~~an Accountant's Certificate~~ **a written statement of the Authority**, stating (1) the Rebate Amount for the 2019-1 Bonds as of such Computation Date or redemption date, taking into account as "computation dates" each Computation Date for the 2019-1 Bonds, but only such Computation Dates and such redemption date, and (2) if such Computation Date is a Rebate Calculation Date for the 2019-1 Bonds, the minimum portion of such Rebate Amount which must be remitted to the United States Treasury in respect of such Rebate Calculation Date to satisfy the requirements of Section 1.148-3(f) of the Regulations; and

(b) *IRS Forms:* if such Computation Date is a Rebate Calculation Date for the 2019-1 Bonds, an Internal Revenue Service Form 8038-T in respect of the 2019-1 Bonds completed as of such Computation Date or such other form as may be required to be filed by the Regulations.

(ii) *To Pay Arbitrage Rebate.* The Authority shall pay to the United States Treasury each amount described in clause (11)(i)(a)(2) of this Section and specified in a **written statement of the Authority** ~~certificate of an Accountant~~ delivered to the Trustee pursuant to this subsection (11), within 60 days after the relevant Rebate Calculation Date.

(iii) *To Correct Underpayments.* If the Authority shall discover or be notified as of any date that any payment made to the United States Treasury in respect of the 2019-1 Bonds shall have failed to satisfy any requirement of Section 1.148-3 of the Regulations

(whether or not such failure shall be due to any default by the Authority or the Trustee), the Authority shall (a) deliver to the Trustee a brief written explanation of such failure and any basis for concluding that such failure was not due to willful neglect and (b) direct the Trustee to pay to the United States Treasury, within 180 days after such discovery or notice, the correct Rebate Amount in respect thereof, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(iv) *To Preserve Accounting Records.* The Authority shall retain all of its accounting records relating to the funds and accounts held hereunder, and all calculations made in preparing the statements described in clause (11)(i)(a) of this Section, for at least six years after the date of the final maturity of the 2019-1 Bonds or the first date on which no 2019-1 Bonds are outstanding.

(v) *Exemption from Rebate.* If the Authority shall deliver to the Trustee, on or before the first Rebate Calculation Date, a written statement of the Authority, ~~accompanied by an Accountant's Certificate,~~ stating that all Gross Proceeds of the 2019-1 Bonds were expended within six months after the issue date of the 2019-1 Bonds, excluding Gross Proceeds credited to the 2019-1 Debt Service Account, if any, then the provisions of this subsection (11) shall be suspended until such time, if ever, as such provisions are reinstated in accordance with this subsection (11)(v). If, more than six months after the issue date for the 2019-1 Bonds or the date of such written statement, Gross Proceeds of the 2019-1 Bonds (other than amounts credited to the 2019-1 Debt Service Account) exist, the Authority shall promptly deliver to the Trustee a written statement of the Authority stating such fact, and the provisions of this subsection (11) shall be reinstated, but only with respect to such Gross Proceeds.

ARTICLE III

MISCELLANEOUS

301. Terms of Existing Indenture. Except as expressly amended in this Third Supplemental Indenture, every term and condition contained in the Existing Indenture shall remain in full force and effect. This Third Supplemental Indenture and all the terms and provisions herein contained shall form part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Existing Indenture.

302. Effective Date of Third Supplemental Indenture. This Third Supplemental Indenture shall take effect immediately.

[Signatures Next Page]

IN WITNESS WHEREOF, SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY has caused this Third Supplemental Indenture to be signed in its own name and on its behalf by its President, and, as evidence of its acceptance of the trusts hereby created, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION has caused this Third Supplemental Indenture to be signed in its name and on its behalf by one of its officers duly authorized, all as of the date first above written.

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By _____
President

[SEAL]

ATTEST

Assistant Secretary

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Representative

RESOLUTION NO. 2026-101

**RESOLUTION RELATING TO THE MILFORD WIND CORRIDOR
PHASE II PROJECT: (I) AUTHORIZING THE EXECUTION AND
DELIVERY OF A THIRD SUPPLEMENTAL INDENTURE OF TRUST,
AND (II) AUTHORIZING THE OFFICERS OF THE AUTHORITY TO DO
ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE**

WHEREAS, the Southern California Public Power Authority (“Authority”) is a joint powers authority and public entity of the State of California duly organized and operating pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code; and

WHEREAS, the Authority has heretofore issued its Milford Wind Corridor Phase II Project, Refunding Revenue Bonds, 2021-1 (Green Bonds) (the “2021-1 Bonds”), pursuant to the Indenture of Trust, dated as of August 1, 2011 (the “Original Indenture”), as supplemented and amended (the Original Indenture as supplemented and amended to date, the “Existing Indenture”), including as supplemented and amended by the Second Supplemental Indenture of Trust, dated as of April 1, 2021 (the “Second Supplemental Indenture”), each by and between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”); and

WHEREAS, the Second Supplemental Indenture requires the delivery of an Accountant’s Certificate (as defined in the Existing Indenture) for each rebate calculation; and

WHEREAS, the Authority is authorized under the applicable provisions of the Existing Indenture to enter into a supplemental indenture with the Trustee, without the consent of the Owners of the 2021-1 Bonds, to make changes that do not adversely affect the interests of the Owners of the 2021-1 Bonds, subject to satisfaction of applicable conditions thereunder; and

WHEREAS, it is in the best interests of the Authority to amend the Second Supplemental Indenture pursuant to a Third Supplemental Indenture of Trust between the Authority and the Trustee (the “Third Supplemental Indenture”), the form of which has been presented to this Board, in order to remove the requirement to deliver an Accountant’s Certificate; and

WHEREAS, upon consultation with Bond Counsel and Special Tax Counsel, the Authority has determined that removing the requirement to deliver an Accountant’s Certificate does not materially adversely affect the rights of the Owners of the 2021-1 Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority as follows:

1. The form of the Third Supplemental Indenture presented to this Board, in substantially the form on file with the Assistant Secretary, is hereby approved. Each of the President, any Vice President, the Executive Director and the Chief Financial and Administrative Officer of the Authority (each, an “Authorized Officer”) is hereby authorized and directed to execute and deliver the Third Supplemental Indenture with such additions, deletions or changes as

deemed necessary or desirable and as shall be approved by said Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof.

2. Each of the President, any Vice President, the Secretary, any Assistant Secretary, the Executive Director, the Chief Financial and Administrative Officer and any other officer of the Authority is hereby authorized to execute and deliver any and all agreements and to approve any and all documents and instruments and to do and cause to be done any and all acts and things deemed necessary or advisable for carrying out the transactions contemplated by this Resolution. Each reference in this Resolution to the President, any Vice President, the Secretary, any Assistant Secretary, the Executive Director or the Chief Financial and Administrative Officer 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. All actions heretofore taken by the officers, employees and agents of the Authority in furtherance of the transactions contemplated by this Resolution are hereby approved, ratified and confirmed.

3. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 21st day of October, 2026.

Tikan Singh
VICE PRESIDENT
Southern California Public
Power Authority

ATTEST:

Daniel E Garcia
ASSISTANT SECRETARY
Southern California Public
Power Authority

THIRD SUPPLEMENTAL INDENTURE OF TRUST

between

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE

Amendments to Second Supplemental Indenture of Trust Related to Milford Wind Corridor
Phase II Project, Refunding Revenue Bonds, 2021-1 (Green Bonds)

Dated as of _____ 1, 2026

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ARTICLE III MISCELLANEOUS

301.	Terms of Existing Indenture.	3
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This THIRD SUPPLEMENTAL INDENTURE OF TRUST, dated as of _____ 1, 2026 (this “Third Supplemental Indenture”), by and between SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (the “Authority”) and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor trustee (the “Trustee”),

W I T N E S S E T H:

WHEREAS, the Authority has entered into an Indenture of Trust, dated as of August 1, 2011 (as supplemented and amended to date, the “Existing Indenture” and, as supplemented and amended by this Third Supplemental Indenture, the “Indenture”), from the Authority to the Trustee to provide for the issuance of Bonds; and

WHEREAS, on April 7, 2021, the Authority issued its Milford Wind Corridor Phase II Project, Refunding Revenue Bonds, 2021-1 (Green Bonds) (the “2021-1 Bonds”), pursuant to the Second Supplemental Indenture of Trust, dated as of April 1, 2021 (the “Second Supplemental Indenture”), in the aggregate principal amount of \$79,305,000, in order to finance a portion of the Cost of Acquisition of the Project; and

WHEREAS, the Second Supplemental Indenture requires the delivery of an Accountant’s Certificate for each rebate calculation; and

WHEREAS, pursuant to Section 1001(8) of the Existing Indenture, the Authority and the Trustee may enter into supplemental indentures to amend, modify, or supplement the Indenture in such manner as does not materially adversely affect the rights of the Owners of the 2021-1 Bonds and as the Authority deems appropriate; and

WHEREAS, upon consultation with Bond Counsel and Special Tax Counsel, the Authority has determined that removing the requirement to deliver an Accountant’s Certificate does not materially adversely affect the rights of the Owners of the 2021-Bonds; and

WHEREAS, the Authority has determined that all acts, authorizations, and proceedings required to constitute this Third Supplemental Indenture as a valid and binding agreement for the uses and purposes herein set forth have been taken, including but not limited to all acts, authorizations, and proceedings required by applicable law and by Section 1001 of the Existing Indenture, including delivery to the Trustee of an Opinion of Counsel to the effect that this Third Supplemental Indenture has been in all respects duly and lawfully executed in accordance with the provisions of the Indenture, is authorized or permitted by the Indenture, is valid and binding on the Authority and enforceable in accordance with its terms, except as described herein, and shall not adversely affect the validity of the 2021-1 Bonds or the exclusion of interest on the 2021-1 Bonds from the gross income of the Owners thereof for federal income tax purposes;

NOW, THEREFORE, in consideration of the premises set forth herein, the Authority and the Trustee agree as follows:

ARTICLE I

AUTHORITY AND DEFINITIONS

101. Authority for this Third Supplemental Indenture. This Third Supplemental Indenture is a Supplemental Indenture executed pursuant to the provisions of the Act and in accordance with Article X of the Existing Indenture.

102. Definitions. Unless the context otherwise requires, all capitalized terms used in this Third Supplemental Indenture which are not otherwise defined herein shall have the meanings set forth in the Existing Indenture.

ARTICLE II

AMENDMENTS TO SECOND SUPPLEMENTAL INDENTURE

201. Amendments to the Second Supplemental Indenture. Section 401(11) of the Second Supplemental Indenture is hereby amended, with deletions indicated by ~~striketrough~~ and additions indicated by **bold text**:

(11) To Rebate Arbitrage Profits.

(i) *To Deliver Documents.* The Authority shall deliver to the Trustee, within 55 days after each Computation Date for the 2021-1 Bonds:

(a) *Statement of Rebate Amount:* ~~an Accountant's Certificate~~ **a written statement of the Authority**, stating (1) the Rebate Amount for the 2021-1 Bonds as of such Computation Date or redemption date, taking into account as "computation dates" each Computation Date for the 2021-1 Bonds, but only such Computation Dates and such redemption date, and (2) if such Computation Date is a Rebate Calculation Date for the 2021-1 Bonds, the minimum portion of such Rebate Amount which must be remitted to the United States Treasury in respect of such Rebate Calculation Date to satisfy the requirements of Section 1.148-3(f) of the Regulations; and

(b) *IRS Forms:* if such Computation Date is a Rebate Calculation Date for the 2021-1 Bonds, an Internal Revenue Service Form 8038-T in respect of the 2021-1 Bonds completed as of such Computation Date or such other form as may be required to be filed by the Regulations.

(ii) *To Pay Arbitrage Rebate.* The Authority shall pay to the United States Treasury each amount described in clause (11)(i)(a)(2) of this Section and specified in a **written statement of the Authority** ~~certificate of an Accountant~~ delivered to the Trustee pursuant to this subsection (11), within 60 days after the relevant Rebate Calculation Date.

(iii) *To Correct Underpayments.* If the Authority shall discover or be notified as of any date that any payment made to the United States Treasury in respect of the 2021-1 Bonds shall have failed to satisfy any requirement of Section 1.148-3 of the Regulations

(whether or not such failure shall be due to any default by the Authority or the Trustee), the Authority shall (a) deliver to the Trustee a brief written explanation of such failure and any basis for concluding that such failure was not due to willful neglect and (b) direct the Trustee to pay to the United States Treasury, within 180 days after such discovery or notice, the correct Rebate Amount in respect thereof, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(iv) *To Preserve Accounting Records.* The Authority shall retain all of its accounting records relating to the funds and accounts held hereunder, and all calculations made in preparing the statements described in clause (11)(i)(a) of this Section, for at least six years after the date of the final maturity of the 2021-1 Bonds or the first date on which no 2021-1 Bonds are outstanding.

(v) *Exemption from Rebate.* If the Authority shall deliver to the Trustee, on or before the first Rebate Calculation Date, a written statement of the Authority, ~~accompanied by an Accountant's Certificate,~~ stating that all Gross Proceeds of the 2021-1 Bonds were expended within six months after the issue date of the 2021-1 Bonds, excluding Gross Proceeds credited to the 2021-1 Debt Service Account, if any, then the provisions of this subsection (11) shall be suspended until such time, if ever, as such provisions are reinstated in accordance with this subsection (11)(v). If, more than six months after the issue date for the 2021-1 Bonds or the date of such written statement, Gross Proceeds of the 2021-1 Bonds (other than amounts credited to the 2021-1 Debt Service Account) exist, the Authority shall promptly deliver to the Trustee a written statement of the Authority stating such fact, and the provisions of this subsection (11) shall be reinstated, but only with respect to such Gross Proceeds.

ARTICLE III

MISCELLANEOUS

301. Terms of Existing Indenture. Except as expressly amended in this Third Supplemental Indenture, every term and condition contained in the Existing Indenture shall remain in full force and effect. This Third Supplemental Indenture and all the terms and provisions herein contained shall form part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Existing Indenture.

302. Effective Date of Third Supplemental Indenture. This Third Supplemental Indenture shall take effect immediately.

[Signatures Next Page]

IN WITNESS WHEREOF, SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY has caused this Third Supplemental Indenture to be signed in its own name and on its behalf by its President, and, as evidence of its acceptance of the trusts hereby created, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION has caused this Third Supplemental Indenture to be signed in its name and on its behalf by one of its officers duly authorized, all as of the date first above written.

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By _____
President

[SEAL]

ATTEST

Assistant Secretary

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Representative

RESOLUTION NO. 2026-102

RESOLUTION RELATING TO THE WINDY POINT/WINDY FLATS PROJECT: (I) AUTHORIZING THE EXECUTION AND DELIVERY OF A FOURTH SUPPLEMENTAL INDENTURE OF TRUST, AND (II) AUTHORIZING THE OFFICERS OF THE AUTHORITY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE

WHEREAS, the Southern California Public Power Authority (“Authority”) is a joint powers authority and public entity of the State of California duly organized and operating pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code; and

WHEREAS, the Authority has heretofore issued its Windy Point/Windy Flats Project, Refunding Revenue Bonds, 2023-1 (Green Bonds) (the “2023-1 Bonds”), pursuant to the Indenture of Trust, dated as of June 1, 2010 (the “Original Indenture”), as supplemented and amended (the Original Indenture as supplemented and amended to date, the “Existing Indenture”), including as supplemented and amended by the Third Supplemental Indenture of Trust, dated as of November 1, 2023 (the “Third Supplemental Indenture”), each by and between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”); and

WHEREAS, the Third Supplemental Indenture requires the delivery of an Accountant’s Certificate (as defined in the Existing Indenture) for each rebate calculation; and

WHEREAS, the Authority is authorized under the applicable provisions of the Existing Indenture to enter into a supplemental indenture with the Trustee, without the consent of the Owners of the Bonds, to make changes that do not adversely affect the interests of the Owners of the Bonds, subject to satisfaction of applicable conditions thereunder; and

WHEREAS, it is in the best interests of the Authority to amend the Third Supplemental Indenture pursuant to a Fourth Supplemental Indenture of Trust between the Authority and the Trustee (the “Fourth Supplemental Indenture”), the form of which has been presented to this Board, in order to remove the requirement to deliver an Accountant’s Certificate; and

WHEREAS, upon consultation with Bond Counsel and Special Tax Counsel, the Authority has determined that removing the requirement to deliver an Accountant’s Certificate does not materially adversely affect the rights of the Owners of the 2023-1 Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority as follows:

1. The form of the Fourth Supplemental Indenture presented to this Board, in substantially the form on file with the Assistant Secretary, is hereby approved. Each of the President, any Vice President, the Executive Director and the Chief Financial and Administrative Officer of the Authority (each, an “Authorized Officer”) is hereby authorized and directed to execute and deliver the Fourth Supplemental Indenture with such additions, deletions or changes

as deemed necessary or desirable and as shall be approved by said Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof.

2. Each of the President, any Vice President, the Secretary, any Assistant Secretary, the Executive Director, the Chief Financial and Administrative Officer and any other officer of the Authority is hereby authorized to execute and deliver any and all agreements and to approve any and all documents and instruments and to do and cause to be done any and all acts and things deemed necessary or advisable for carrying out the transactions contemplated by this Resolution. Each reference in this Resolution to the President, any Vice President, the Secretary, any Assistant Secretary, the Executive Director or the Chief Financial and Administrative Officer 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. All actions heretofore taken by the officers, employees and agents of the Authority in furtherance of the transactions contemplated by this Resolution are hereby approved, ratified and confirmed.

3. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 21st day of October, 2026.

Tikan Singh
VICE PRESIDENT
Southern California Public
Power Authority

ATTEST:

Daniel E Garcia
ASSISTANT SECRETARY
Southern California Public
Power Authority

FOURTH SUPPLEMENTAL INDENTURE OF TRUST

between

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE

Amendments to Third Supplemental Indenture of Trust Related to
Windy Point/Windy Flats Project, Refunding Revenue Bonds, 2023-1 (Green Bonds)

Dated as of _____ 1, 2026

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This FOURTH SUPPLEMENTAL INDENTURE OF TRUST, dated as of _____ 1, 2026 (this “Fourth Supplemental Indenture”), by and between SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (the “Authority”) and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor trustee (the “Trustee”),

W I T N E S S E T H:

WHEREAS, the Authority has entered into an Indenture of Trust, dated as of June 1, 2010 (as supplemented and amended to date, the “Existing Indenture” and, as supplemented and amended by this Fourth Supplemental Indenture, the “Indenture”), from the Authority to the Trustee to provide for the issuance of Bonds; and

WHEREAS, on November 14, 2023, the Authority issued its Windy Point/Windy Flats Project, Refunding Revenue Bonds, 2023-1 (Green Bonds) (the “2023-1 Bonds”), pursuant to the Third Supplemental Indenture of Trust, dated as of November 1, 2023 (the “Third Supplemental Indenture”), in the aggregate principal amount of \$161,845,000, in order to finance a portion of the Cost of Acquisition of the Project; and

WHEREAS, the Third Supplemental Indenture requires the delivery of an Accountant’s Certificate for each rebate calculation; and

WHEREAS, pursuant to Section 1001(8) of the Existing Indenture, the Authority and the Trustee may enter into supplemental indentures to amend, modify, or supplement the Indenture in such manner as does not materially adversely affect the rights of the Owners of the 2023-1 Bonds and as the Authority deems appropriate; and

WHEREAS, upon consultation with Bond Counsel and Special Tax Counsel, the Authority has determined that removing the requirement to deliver an Accountant’s Certificate does not materially adversely affect the rights of the Owners of the 2023-1 Bonds; and

WHEREAS, the Authority has determined that all acts, authorizations, and proceedings required to constitute this Third Supplemental Indenture as a valid and binding agreement for the uses and purposes herein set forth have been taken, including but not limited to all acts, authorizations, and proceedings required by applicable law and by Section 1001 of the Existing Indenture, including delivery to the Trustee of an Opinion of Counsel to the effect that this Third Supplemental Indenture has been in all respects duly and lawfully executed in accordance with the provisions of the Indenture, is authorized or permitted by the Indenture, is valid and binding on the Authority and enforceable in accordance with its terms, except as described herein, and shall not adversely affect the validity of the 2023-1 Bonds or the exclusion of interest on the 2023-1 Bonds from the gross income of the Owners thereof for federal income tax purposes;

NOW, THEREFORE, in consideration of the premises set forth herein, the Authority and the Trustee agree as follows:

ARTICLE I

AUTHORITY AND DEFINITIONS

101. Authority for this Fourth Supplemental Indenture. This Fourth Supplemental Indenture is a Supplemental Indenture executed pursuant to the provisions of the Act and in accordance with Article X of the Existing Indenture.

102. Definitions. Unless the context otherwise requires, all capitalized terms used in this Fourth Supplemental Indenture which are not otherwise defined herein shall have the meanings set forth in the Existing Indenture.

ARTICLE II

AMENDMENTS TO THIRD SUPPLEMENTAL INDENTURE

201. Amendments to the Third Supplemental Indenture. Section 401(11) of the Third Supplemental Indenture is hereby amended, with deletions indicated by ~~strike through~~ and additions indicated by **bold text**:

(11) To Rebate Arbitrage Profits.

(i) *To Deliver Documents.* The Authority shall deliver to the Trustee, within 55 days after each Computation Date for the 2023-1 Bonds:

(a) *Statement of Rebate Amount:* ~~an Accountant's Certificate~~ **a written statement of the Authority**, stating (1) the Rebate Amount for the 2023-1 Bonds as of such Computation Date or redemption date, taking into account as "computation dates" each Computation Date for the 2023-1 Bonds, but only such Computation Dates and such redemption date, and (2) if such Computation Date is a Rebate Calculation Date for the 2023-1 Bonds, the minimum portion of such Rebate Amount which must be remitted to the United States Treasury in respect of such Rebate Calculation Date to satisfy the requirements of Section 1.148-3(f) of the Regulations; and

(b) *IRS Forms:* if such Computation Date is a Rebate Calculation Date for the 2023-1 Bonds, an Internal Revenue Service Form 8038-T in respect of the 2023-1 Bonds completed as of such Computation Date or such other form as may be required to be filed by the Regulations.

(ii) *To Pay Arbitrage Rebate.* The Authority shall pay to the United States Treasury each amount described in clause (11)(i)(a)(2) of this Section and specified in a **written statement of the Authority** ~~certificate of an Accountant~~ delivered to the Trustee pursuant to this subsection (11), within 60 days after the relevant Rebate Calculation Date.

(iii) *To Correct Underpayments.* If the Authority shall discover or be notified as of any date that any payment made to the United States Treasury in respect of the 2023-1 Bonds shall have failed to satisfy any requirement of Section 1.148-3 of the Regulations

(whether or not such failure shall be due to any default by the Authority or the Trustee), the Authority shall (a) deliver to the Trustee a brief written explanation of such failure and any basis for concluding that such failure was not due to willful neglect and (b) direct the Trustee to pay to the United States Treasury, within 180 days after such discovery or notice, the correct Rebate Amount in respect thereof, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(iv) *To Preserve Accounting Records.* The Authority shall retain all of its accounting records relating to the funds and accounts held hereunder, and all calculations made in preparing the statements described in clause (11)(i)(a) of this Section, for at least six years after the date of the final maturity of the 2023-1 Bonds or the first date on which no 2023-1 Bonds are outstanding.

(v) *Exemption from Rebate.* If the Authority shall deliver to the Trustee, on or before the first Rebate Calculation Date, a written statement of the Authority, ~~accompanied by an Accountant's Certificate,~~ stating that all Gross Proceeds of the 2023-1 Bonds were expended within six months after the issue date of the 2023-1 Bonds, excluding Gross Proceeds credited to the 2023-1 Debt Service Account, if any, then the provisions of this subsection (11) shall be suspended until such time, if ever, as such provisions are reinstated in accordance with this subsection (11)(v). If, more than six months after the issue date for the 2023-1 Bonds or the date of such written statement, Gross Proceeds of the 2023-1 Bonds (other than amounts credited to the 2023-1 Debt Service Account) exist, the Authority shall promptly deliver to the Trustee a written statement of the Authority stating such fact, and the provisions of this subsection (11) shall be reinstated, but only with respect to such Gross Proceeds.

ARTICLE III

MISCELLANEOUS

301. Terms of Existing Indenture. Except as expressly amended in this Fourth Supplemental Indenture, every term and condition contained in the Existing Indenture shall remain in full force and effect. This Fourth Supplemental Indenture and all the terms and provisions herein contained shall form part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Existing Indenture.

302. Effective Date of Fourth Supplemental Indenture. This Fourth Supplemental Indenture shall take effect immediately.

[Signatures Next Page]

IN WITNESS WHEREOF, SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY has caused this Fourth Supplemental Indenture to be signed in its own name and on its behalf by its President, and, as evidence of its acceptance of the trusts hereby created, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION has caused this Fourth Supplemental Indenture to be signed in its name and on its behalf by one of its officers duly authorized, all as of the date first above written.

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By _____
President

[SEAL]

ATTEST

Assistant Secretary

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Representative

RESOLUTION NO. 2026-103

**RESOLUTION RELATING TO THE GAS PROJECT REVENUE BONDS
(PROJECT NO. 1) SERIES 2007A AND SERIES 2007B: (I) AUTHORIZING
THE EXECUTION AND DELIVERY OF A THIRD SUPPLEMENTAL
TRUST INDENTURE, AND (II) AUTHORIZING THE OFFICERS OF THE
AUTHORITY TO DO ALL OTHER THINGS DEEMED NECESSARY OR
ADVISABLE**

WHEREAS, the Southern California Public Power Authority (“Authority”) is a joint powers authority and public entity of the State of California duly organized and operating pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code; and

WHEREAS, the Authority has heretofore issued its Gas Project Revenue Bonds (Project No. 1), Series 2007A and its Gas Project Revenue Bonds (Project No. 1), Series 2007B (together, the “2007 Bonds”), pursuant to the Trust Indenture, dated as of October 1, 2007, as amended and restated by the Amended and Restated Trust Indenture, dated as of September 19, 2013 (the “Trust Indenture”), as supplemented and amended (the Trust Indenture as supplemented and amended to date, the “Existing Indenture”), each by and between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”); and

WHEREAS, the Trust Indenture requires the delivery of a statement signed by an Accountant for each rebate calculation; and

WHEREAS, the Authority is authorized under the applicable provisions of the Existing Indenture to enter into a supplemental indenture with the Trustee, without the consent of the Owners of the 2007 Bonds, to make changes that do not adversely affect the interests of the Owners of the 2007 Bonds, subject to satisfaction of applicable conditions thereunder; and

WHEREAS, it is in the best interests of the Authority to amend the Trust Indenture pursuant to a Third Supplemental Indenture of Trust between the Authority and the Trustee (the “Third Supplemental Indenture”), the form of which has been presented to this Board, in order to remove the requirement to deliver a statement signed by an Accountant; and

WHEREAS, upon consultation with Bond Counsel and Special Tax Counsel, the Authority has determined that removing the requirement to deliver a statement signed by an Accountant does not materially adversely affect the rights of the Owners of the 2007 Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority as follows:

1. The form of the Third Supplemental Indenture presented to this Board, in substantially the form on file with the Assistant Secretary, is hereby approved. Each of the President, any Vice President, the Executive Director and the Chief Financial and Administrative Officer of the Authority (each, an “Authorized Officer”) is hereby authorized and directed to

execute and deliver the Third Supplemental Indenture with such additions, deletions or changes as deemed necessary or desirable and as shall be approved by said Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof.

2. Each of the President, any Vice President, the Secretary, any Assistant Secretary, the Executive Director, the Chief Financial and Administrative Officer and any other officer of the Authority is hereby authorized to execute and deliver any and all agreements and to approve any and all documents and instruments and to do and cause to be done any and all acts and things deemed necessary or advisable for carrying out the transactions contemplated by this Resolution. Each reference in this Resolution to the President, any Vice President, the Secretary, any Assistant Secretary, the Executive Director or the Chief Financial and Administrative Officer 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. All actions heretofore taken by the officers, employees and agents of the Authority in furtherance of the transactions contemplated by this Resolution are hereby approved, ratified and confirmed.

3. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 21st day of October, 2026.

Tikan Singh
VICE PRESIDENT
Southern California Public
Power Authority

ATTEST:

Daniel E Garcia
ASSISTANT SECRETARY
Southern California Public
Power Authority

THIRD SUPPLEMENTAL TRUST INDENTURE

between

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE

Amendments to Amended and Restated Trust Indenture Related to Gas Project Revenue Bonds
(Project No. 1), Series 2007A and Series 2007B

Dated as of _____ 1, 2026

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This THIRD SUPPLEMENTAL TRUST INDENTURE, dated as of _____ 1, 2026 (this “Third Supplemental Indenture”), by and between SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (the “SCPPA”) and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor trustee (the “Trustee”),

W I T N E S S E T H:

WHEREAS, SCPPA has entered into a Trust Indenture, dated as of October 1, 2007, as amended and restated by the Amended and Restated Trust Indenture, dated as of September 19, 2013 (the “Trust Indenture”), as supplemented and amended by the First Supplemental Trust Indenture, dated as of October 1, 2009 (the “First Supplemental Indenture”), and the Second Supplemental Trust Indenture, dated as of June 1, 2023 (the “Second Supplemental Indenture” and, together with the Trust Indenture and the First Supplemental Indenture, the “Existing Indenture”), each by and between SCPPA and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”) to provide for the issuance of Bonds; and

WHEREAS, on October 11, 2007, SCPPA issued its Gas Project Revenue Bonds (Project No. 1), Series 2007A and its Gas Project Revenue Bonds (Project No. 1), Series 2007B (together, the “2007 Bonds”), pursuant to the Existing Indenture, in order to finance a portion of the Cost of Acquisition of the Gas Project; and

WHEREAS, the Existing Indenture requires the delivery of a statement signed by an Accountant for each rebate calculation; and

WHEREAS, pursuant to Section 10.01(c) of the Existing Indenture, SCPPA and the Trustee may enter into supplemental indentures without the consent of any Bondholders to make any modification or amendment of the Indenture which the Trustee shall in its sole discretion determine will not have an adverse effect on the Bondholders, subject to satisfaction of the applicable conditions set forth therein, including that the Rating Agencies shall be provided written notice of any such modification or amendment not less than seven (7) days prior to the effectiveness thereof; and

WHEREAS, the Trustee has determined, in its sole discretion, that replacing the requirement to deliver a statement signed by an Accountant with a Written Statement of SCPPA will not have an adverse effect on the Bondholders, and all applicable conditions under Section 10.01(c) of the Existing Indenture have been satisfied, including that the Rating Agencies have been provided written notice of such modification not less than seven (7) days prior to the effectiveness thereof; and

WHEREAS, SCPPA has determined that all acts, authorizations, and proceedings required to constitute this Third Supplemental Indenture as a valid and binding agreement for the uses and purposes herein set forth have been taken, including but not limited to all acts, authorizations, and proceedings required by applicable law and by Section 10.01 of the Existing Indenture, including delivery to the Trustee of an Opinion of Counsel to the effect that this Third Supplemental Indenture has been in all respects duly and lawfully executed in accordance with the provisions of the Indenture, is authorized or permitted by the Indenture, is valid and binding on SCPPA and enforceable in accordance with its terms, except as described herein, and shall not adversely affect

the validity of the 2007 Bonds or the exclusion of interest on the 2007 Bonds from the gross income of the Owners thereof for federal income tax purposes;

NOW, THEREFORE, in consideration of the premises set forth herein, SCPPA and the Trustee agree as follows:

ARTICLE XV

AMENDMENTS TO EXISTING INDENTURE

SECTION 1. Authority for this Third Supplemental Indenture. This Third Supplemental Indenture is a Supplemental Indenture executed pursuant to the provisions of the Act and in accordance with Article X of the Existing Indenture.

SECTION 2. Definitions. Unless the context otherwise requires, all capitalized terms used in this Third Supplemental Indenture which are not otherwise defined herein shall have the meanings set forth in the Existing Indenture.

SECTION 3. Amendments to the Existing Indenture. Section 7.15(j) of the Amended and Restated Indenture is hereby amended, with deletions indicated by ~~striketrough~~ and additions indicated by **bold text**:

(j) *To Rebate Arbitrage Profits.*

(1) *To Deliver Documents.* SCPPA shall deliver to the Trustee, within 55 days after each Computation Date for the Bonds of each issue:

(a) *Statement of Rebate Amount:* ~~a statement, signed by an Accountant~~
a Written Statement of SCPPA, stating (i) the Rebate Amount for the Bonds of such issue as of such Computation Date or redemption date, taking into account as “computation dates” each Computation Date for the Bonds of such issue, but only such Computation Dates and such redemption date, and (ii) if such Computation Date is a Rebate Calculation Date for the Bonds of such issue, the minimum portion of such Rebate Amount which must be remitted to the United States Treasury in respect of such Rebate Calculation Date to satisfy the requirements of Section 1.148-3(f) of the Regulations; and

(b) *IRS Forms:* if such Computation Date is a Rebate Calculation Date for the Bonds of any issue, an Internal Revenue Service Form 8038-T in respect of the Bonds of such issue completed as of such Computation Date or such other form as may be required to be filed by the Regulations.

(2) *To Pay Arbitrage Rebate.* SCPPA shall pay to the United States Treasury each amount described in clause (j)(1)(a)(ii) of this Section and specified in a **Written Statement of SCPPA** ~~certificate of an Accountant~~ delivered to the Trustee pursuant to this subsection (j), within 60 days after the relevant Rebate Calculation Date.

(3) *To Correct Underpayments.* If SCPPA shall discover or be notified as of any date that any payment made to the United States Treasury in respect of the Bonds of any issue shall have failed to satisfy any requirement of Section 1.148-3 of the Regulations (whether or not such failure shall be due to any default by SCPPA or the Trustee), SCPPA shall (a) deliver to the Trustee a brief written explanation of such failure and any basis for concluding that such failure was not due to willful neglect and (b) direct the Trustee to pay to the United States Treasury, within 180 days after such discovery or notice, the correct Rebate Amount in respect thereof, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(4) *To Preserve Accounting Records.* SCPPA shall retain all of its accounting records relating to the funds and accounts held hereunder, and all calculations made in preparing the statements described in clause (j)(1)(a) of this Section, for at least six years after the date of the final maturity of the Bonds of the applicable issue or the first date on which no Bonds of such issue are outstanding.

(5) *Exemption from Rebate.* If SCPPA shall deliver to the Trustee, on or before the first Rebate Calculation Date, a Written Statement of SCPPA, ~~signed by an Accountant,~~ stating that all Gross Proceeds of the Bonds were expended within six months after the issue date of the Bonds, excluding Gross Proceeds credited to the Debt Service Account, if any, then the provisions of this subsection (j) shall be suspended until such time, if ever, as such provisions are reinstated in accordance with subsection (j)(5). If, more than six months after the issue date for the Bonds or the date of such Written Statement, Gross Proceeds of the Bonds (other than amounts credited to the Debt Service Account) exist, SCPPA shall promptly deliver to the Trustee a Written Statement of SCPPA stating such fact, and the provisions of this subsection (j) shall be reinstated, but only with respect to such Gross Proceeds.

SECTION 4. Terms of Existing Indenture. Except as expressly amended in this Third Supplemental Indenture, every term and condition contained in the Existing Indenture shall remain in full force and effect. This Third Supplemental Indenture and all the terms and provisions herein contained shall form part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Existing Indenture.

SECTION 5. Effective Date of Third Supplemental Indenture. This Third Supplemental Indenture shall take effect immediately.

[Signatures Next Page]

IN WITNESS WHEREOF, SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY has caused this Third Supplemental Indenture to be signed in its own name and on its behalf by its President, and, as evidence of its acceptance of the trusts hereby created, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION has caused this Third Supplemental Indenture to be signed in its name and on its behalf by one of its officers duly authorized, all as of the date first above written.

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By _____
President

[SEAL]

ATTEST

Assistant Secretary

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Representative



AGENDA ITEM STAFF REPORT

MEETING DATE:

October 21, 2026

RESOLUTION NUMBER:

2026-104

SUBJECT:

Clean Energy II Project: First Amendment to Master Power Supply Agreement between SCPPA and Aron Energy Prepay 51 LLC, First Amendment to Clean Energy Purchase Contract between SCPPA and the City of Burbank, and a Limited Assignment Agreement (Don Campbell-Burbank) among ORNI 47 LLC, and J. Aron & Company LLC 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):

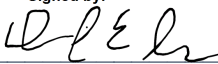
N/A

MEMBER PARTICIPATION:

Sponsoring Member: Burbank, Colton, Pasadena, and Vernon

Other Members Potentially Participating: None

Approved by Executive Director:

Signed by: 
 DAE0F3A6ECDE496...

RECOMMENDATION:

Adopt a Resolution authorizing the execution and delivery of a First Amendment to a Master Power Supply Agreement between SCPPA and Aron Energy Prepay 51 LLC, a First Amendment to Clean Energy Purchase Contract between SCPPA and City of Burbank, and a Limited Assignment Agreement

(Don Campbell-Burbank) with ORNI 47 LLC, J. Aron & Company LLC and SCPPA relating to the Clean Energy II Project to exclude Portfolio Energy Credits (PECs) from the prepayment structure.

BACKGROUND:

On June 11, 2026, SCPPA issued \$808,720,000 of Clean Energy II Project Revenue Bonds, 2026 Series A. The proceeds of the bonds were used to prepay for the supply of energy under existing power purchase agreements (PPAs) to be delivered over approximately 30 years under a Master Power Supply Agreement between SCPPA and Aron Energy Prepay 51 LLC. SCPPA also entered into a Clean Energy Purchase Contract with each of the SCPPA Member participants to sell all the electricity acquired under the Master Power Supply Agreement.

The SCPPA Member participants of the Clean Energy II Project are the cities of Burbank, Colton, Pasadena, and Vernon.

A number of existing SCPPA PPAs and SCPPA Member participant PPAs have been assigned into the prepayment structure on a limited basis for the portion in which the SCPPA Member participants have an interest. Among the SCPPA PPAs assigned into the prepayment structure is Burbank's 15.38% interest in the Don A. Campbell I Geothermal Project (Don Campbell I).

In general, the PPA products that are assigned into the prepayment structure are delivered energy and the associated environmental attributes of the delivered energy. The assignment is done by way of an executed Limited Assignment Agreement (LAA) among SCPPA, the PPA Seller and J. Aron & Company LLC.

DISCUSSION:

Don Campbell I is a geothermal project located in the State of Nevada. The PPA for Don Campbell I includes the purchase by SCPPA of all delivered energy and environmental attributes generated from the project. An environmental attribute that is generated from Don Campbell I is the Nevada renewable Portfolio Energy Credits ("PECs"). Renewable Portfolio Standard ("RPS") rules in Nevada vary from those of California by allowing for the creation of renewable PECs from station service or parasitic load. As these PECs originate from station service energy, they are not eligible for California RPS compliance use by any SCPPA member. However, for the benefit of the participating SCPPA Members of Don Campbell I, SCPPA can monetize the PECs for the eventual use by Nevada load serving entities for their Nevada RPS compliance.

To provide SCPPA the ability to monetize the PECs, they would need to be excluded from the prepayment structure. The LAA for Burbank's interest in Don Campbell I will therefore exclude the PECs from the assignment and reduce the purchase price of assigned product accordingly. Additionally, Burbank's Clean Energy Purchase Contract and the Master Power Supply Agreement between SCPPA and Aron Energy Prepay 51 LLC will need to be amended to specifically exclude PECs from the sold product, reduce its purchase price, and proportionately increase the quantity of energy prepaid on behalf of the City of Burbank as well as to obligate it to continue to pay for PECs under the Don Campbell I Power Sales Agreement between SCPPA and Burbank.

SCPPA's Authority:

In accordance with the California Joint Exercise of Powers Act and the SCPPA Joint Powers Agreement, SCPPA is authorized to finance generation and transmission projects, including amending financing documents as needed for such projects.

FISCAL IMPACT:

The amended agreements will provide SCPPA the ability to monetize the PECs in the future for the benefit of the City of Burbank as a participating SCPPA Member of Don Campbell I, at prices that will be determined by the market.

ATTACHMENTS:

1. Resolution No. 2026-104
2. First Amendment to Master Power Supply Agreement with Aron Energy Prepay 51 LLC
3. First Amendment to Clean Energy Purchase Contract with City of Burbank
4. Limited Assignment Agreement (Don Campbell-Burbank)

RESOLUTION NO. 2026-104

RESOLUTION RELATING TO THE CLEAN ENERGY II PROJECT: (I) AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO MASTER POWER SUPPLY AGREEMENT, A FIRST AMENDMENT TO CLEAN ENERGY PURCHASE CONTRACT, AND A LIMITED ASSIGNMENT AGREEMENT (DON CAMPBELL–BURBANK), AND (II) AUTHORIZING THE OFFICERS OF THE AUTHORITY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE

WHEREAS, the Southern California Public Power Authority (“Authority”) is a joint powers authority and public entity of the State of California duly organized and operating pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code; and

WHEREAS, the Authority has heretofore issued its Clean Energy II Project Revenue Bonds, Series 2026A (Green Bonds) (the “Bonds”), pursuant to a Trust Indenture, dated as of June 1, 2026 (the “Indenture”), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), in order to finance the Cost of Acquisition of the Clean Energy II Project (as such capitalized terms are defined in the Indenture); and

WHEREAS, in connection with the Clean Energy II Project, the Authority and Aron Energy Prepay 51 LLC, a Delaware limited liability company (“Prepay LLC”), are parties to that certain Master Power Supply Agreement, dated as of May 26, 2026 (the “Master Power Supply Agreement”); and

WHEREAS, the Authority and the City of Burbank, a California municipal corporation, acting through its Burbank Water and Power Department (“Burbank”), are parties to that certain Clean Energy Purchase Contract, dated as of May 26, 2026 (the “Clean Energy Purchase Contract”); and

WHEREAS, the Authority previously approved the form of a Limited Assignment Agreement (Don Campbell—Burbank) (the “Limited Assignment Agreement”) among ORNI 47 LLC, a Delaware limited liability company, the Authority, and J. Aron & Company LLC, a New York limited liability company (“J. Aron”), relating to a Power Purchase Agreement dated December 31, 2012 between the Authority and ORNI 47 LLC (the “PPA”), which Limited Assignment Agreement is to be executed and delivered following the issuance of the Bonds; and

WHEREAS, the Authority and Burbank desire to amend the Clean Energy Purchase Contract, and the Authority and Prepay LLC desire to amend the Master Power Supply Agreement, and to revise the form of the Limited Assignment Agreement previously approved, in order to enable the Authority and Burbank to realize income from the sale of Portfolio Energy Credits (as defined in Nev. Admin. Code § 704.8908) for Facility Energy (as defined in the PPA) used for parasitic load (“PECs”); and

WHEREAS, it is in the best interests of the Authority to approve (i) a First Amendment to Master Power Supply Agreement, (ii) a First Amendment to Clean Energy Purchase Contract, and

(iii) the revised form of the Limited Assignment Agreement, the forms of each of which have been presented to this Board, in order to effect the amendments described above;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority as follows:

1. The form of the First Amendment to Master Power Supply Agreement between Prepay LLC and the Authority, presented to this Board, in substantially the form on file with the Assistant Secretary, is hereby approved. Each of the President, any Vice President, the Executive Director and the Chief Financial and Administrative Officer of the Authority (each, an “Authorized Officer”) is hereby authorized and directed to execute and deliver the First Amendment to Master Power Supply Agreement with such additions, deletions or changes as deemed necessary or desirable and as shall be approved by said Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof.

2. The form of the First Amendment to Clean Energy Purchase Contract between the Authority and Burbank, presented to this Board, in substantially the form on file with the Assistant Secretary, is hereby approved. Each Authorized Officer is hereby authorized and directed to execute and deliver the First Amendment to Clean Energy Purchase Contract with such additions, deletions or changes as deemed necessary or desirable and as shall be approved by said Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof.

3. The revised form of the Limited Assignment Agreement among ORNI 47 LLC, the Authority and J. Aron, presented to this Board, in substantially the form on file with the Assistant Secretary, is hereby approved. Each Authorized Officer is hereby authorized and directed to execute and deliver the Limited Assignment Agreement with such additions, deletions or changes as deemed necessary or desirable and as shall be approved by said Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof.

4. Amendments to the Electricity Purchase, Sale and Service Agreement, dated as of May 26, 2026, between J. Aron and Prepay LLC, relating to the Bonds, in furtherance of the transactions contemplated by this Resolution, are hereby approved.

5. Each of the President, any Vice President, the Secretary, any Assistant Secretary, the Executive Director, the Chief Financial and Administrative Officer and any other officer of the Authority is hereby authorized to execute and deliver any and all agreements and to approve any and all documents and instruments and to do and cause to be done any and all acts and things deemed necessary or advisable for carrying out the transactions contemplated by this Resolution. Each reference in this Resolution to the President, any Vice President, the Secretary, any Assistant Secretary, the Executive Director or the Chief Financial and Administrative Officer 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. All actions heretofore taken by the officers, employees and agents of the Authority in furtherance of the transactions contemplated by this Resolution are hereby approved, ratified and confirmed.

6. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION NO. 2026-104 is approved and adopted by the Authority this 21st day of October, 2026.

Tikan Singh
VICE PRESIDENT
Southern California Public
Power Authority

ATTEST:

Daniel E Garcia
ASSISTANT SECRETARY
Southern California Public
Power Authority

FIRST AMENDMENT TO MASTER POWER SUPPLY AGREEMENT

This First Amendment to Master Power Supply Agreement (this “Amendment”) is made and entered into as of October __, 2026, by and between Aron Energy Prepay 51 LLC, a Delaware limited liability company (“Seller”), and Southern California Public Power Authority, a joint powers authority organized pursuant to the laws of the State of California (“Buyer”).

W I T N E S S E T H:

WHEREAS, Seller and Buyer have heretofore entered into that certain Master Power Supply Agreement, dated as of May 26, 2026 (the “Agreement”); and

WHEREAS, Seller and Buyer desire to amend the Agreement as herein stated;

NOW, THEREFORE, Seller and Buyer agree as follows:

1. Assigned PAYGO Product Price. Section 3.3 of the Agreement is amended to read as follows:

Section 3.3. Assigned PAYGO Product. With respect to Assigned PAYGO Product delivered hereunder in respect of any Assigned PPA in any Month, Buyer shall pay Seller an amount equal to the quantity of such Assigned PAYGO Product multiplied by the contract price(s) then in effect under such Assigned PPA with respect to Energy less the APC PECs Contract Price, if any, specified for such Assigned PPA in Exhibit A-2; provided that the Parties acknowledge and agree that the portion of any PPA Gross Payment paid pursuant to a PPA Custodial Agreement and attributable to such Assigned PAYGO Product shall be deemed to satisfy Buyer’s payment obligation hereunder with respect to such Assigned PAYGO Product.

2. Exhibit A-2. Exhibit A-2 to the Agreement is amended to read as attached hereto.

IN WITNESS WHEREOF, Seller and Buyer have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

[Separate Signature Page(s) Attached]

ARON ENERGY PREPAY 51 LLC

By: _____
Name: _____
Title: _____

**SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY**

By: _____
Name: _____
Title: _____

EXHIBIT A-2

INITIAL ASSIGNED RIGHTS AND OBLIGATIONS

[To be attached.]

FIRST AMENDMENT TO CLEAN ENERGY PURCHASE CONTRACT

This First Amendment to Clean Energy Purchase Contract (this “Amendment”) is made and entered into as of October __, 2026, by and between Southern California Public Power Authority, a joint powers authority organized pursuant to the laws of the State of California (“Issuer”), and the City of Burbank, a California municipal corporation, through its Burbank Water and Power Department (“Purchaser”).

WITNESSETH:

WHEREAS, Issuer and Purchaser have heretofore entered into that certain Clean Energy Purchase Contract, dated as of May 26, 2026 (the “Agreement”) to supply a portion of the Product requirements of Purchaser; and

WHEREAS, Issuer and Purchaser desire to amend the Agreement as herein stated to enable Issuer and Purchaser to realize income from the sale of Portfolio Energy Credits for parasitic load in Nevada;

NOW, THEREFORE, Issuer and Purchaser agree as follows:

1. Definitions. Section 1.1 of the Agreement is amended by adding the following definitions thereto:

“Assigned PPA PECs Contract Price” means, with respect to Assigned Prepay Quantities to be delivered under an Assigned PPA, the fixed price, if any, specified as such for such Assigned PPA in Exhibit A-2, as revised from time to time in accordance with Section 6.3.

“PECs” with respect to any Assigned PPA means Portfolio Energy Credits (as defined in Nev. Admin. Code § 704.8908) that are excluded from Assigned Product under the related Assignment Agreement.

Section 1.1 of the Agreement is further amended by revising the following definition to read as follows:

“Contract Price” means (i) with respect to the Base Product and any Delivery Hour, (A) the Day-Ahead Market Price for such Delivery Hour at the Base Delivery Point less (B) the product of the Fixed Price for Base Quantities multiplied by the Monthly Discount Percentage; (ii) with respect to Assigned Prepay Quantities with a fixed price APC Contract Price, (A) the applicable APC Contract Price(s) multiplied by (B) the result of 100% less the Monthly Discount Percentage, (iii) with respect to Assigned Prepay Quantities with the Day-Ahead Average Price as the APC Contract Price, (A) the APC Contract Price less (B) the product of the (x) the difference between (I) the Fixed Price for Assigned Prepay Quantities with the Day-Ahead Average Price as the APC Contract Price and (II) \$30.189/MWh, multiplied by (y) the Monthly Discount Percentage; and (iv) with respect to Assigned PAYGO Product delivered pursuant to an Assigned PPA, the applicable contract price(s) then in effect under such Assigned PPA(s) with respect to

Energy less the APC PECs Contract Price, if any, specified for such Assigned PPA in Exhibit A-2, as revised from time to time in accordance with Section 6.3.

2. Issuer Assigned PPA PSA Obligations. Section 3.6 of the Agreement is amended to read as follows:

Section 3.6. Partial Suspension of Issuer Assigned PPA PSAs. The Parties hereby acknowledge and agree that any Issuer Assigned PPA PSA by which Purchaser purchases Energy and other Product purchased by Issuer under an Assigned PPA shall remain in full force and effect during the Assignment Period for such Assigned PPA, provided that (i) the rights and obligations under such Issuer Assigned PPA PSA of Issuer to sell, schedule, and deliver and of Purchaser to purchase, schedule, receive, and pay for Assigned Product shall be suspended and replaced by the Parties' corresponding rights and obligations under this Agreement during the Assignment Period for such Assigned PPA, (ii) if an APC PECs Contract Price is specified for such Assigned PPA in Exhibit A-2, Issuer shall sell and deliver and Purchaser shall purchase and pay for all PECs to which Issuer is entitled thereunder at such APC PECs Contract Price, and (iii) Purchaser shall remain obligated to pay all obligations under such Issuer Assigned PPA PSA other than the purchase price of Assigned Energy and Assigned RECs to the same extent as if the sale and delivery of such product to it under such Issuer Assigned PPA PSA were not suspended.

3. Exhibit A-2. Exhibit A-2 to the Agreement is amended to read as attached hereto.

IN WITNESS WHEREOF, Issuer and Purchaser have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

[Separate Signature Page(s) Attached]

**SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY**

By: _____
Name: _____
Title: _____

CITY OF BURBANK

By: _____
Name: _____
Title: _____

EXHIBIT A-2
ASSIGNED RIGHTS AND OBLIGATIONS

[To be attached.]

LIMITED ASSIGNMENT AGREEMENT (DON CAMPBELL–BURBANK)

This Limited Assignment Agreement (Don Campbell–Burbank) (this “**Assignment Agreement**” or “**Agreement**”) is entered into as of October [____], 2026 by and among ORNI 47 LLC, a Delaware limited liability company (“**PPA Seller**”), Southern California Public Power Authority, joint powers agency and a public entity organized under the laws of the State of California and created under the provisions of the Act and the Joint Powers Agreement (“**PPA Buyer**”), and J. Aron & Company LLC, a New York limited liability company (“**J. Aron**”), and relates to that certain Power Purchase Agreement (the “**PPA**”) between PPA Buyer and PPA Seller as described on Appendix 1. Unless the context otherwise specifies or requires, capitalized terms used but not defined in this Agreement have the meanings set forth in the PPA.

In consideration of the premises above and the mutual covenants and agreements herein set forth, PPA Seller, PPA Buyer and J. Aron (the “**Parties**” hereto; each is a “**Party**”) agree as follows:

1. Limited Assignment and Delegation.

- (a) PPA Buyer hereby assigns, transfers and conveys to J. Aron all right, title and interest in and to the rights of PPA Buyer under the PPA to receive delivery of the products described on Appendix 1 (the “**Assigned Products**”) during the Assignment Period (as defined in Appendix 1), as such rights may be limited or further described in the “Further Information” section on Appendix 1 (the “**Assigned Product Rights**”). All Assigned Products shall be delivered pursuant to the terms and conditions of the PPA except to the extent amended by this Agreement during the Assignment Period as provided in Appendix 1. All other rights of PPA Buyer under the PPA are expressly reserved for PPA Buyer. PPA Buyer and J. Aron hereby agree that in no event shall PPA Seller be deemed to be in breach of any covenant, representation or warranty under the PPA if the assignment, transfer and/or conveyance to J. Aron of all or any portion of the Assigned Products in accordance with this Agreement and/or PPA Seller’s performance of any obligation in accordance with this Agreement results in any failure of any portion of the Assigned Products to meet the requirements of the PPA.
- (b) PPA Buyer hereby delegates to J. Aron the obligation to pay the APC Contract Price specified in Appendix 1 for all Assigned Products that are actually delivered to J. Aron pursuant to the Assigned Product Rights during the Assignment Period (the “**Delivered Product Payment Obligation**” and together with the Assigned Product Rights, collectively the “**Assigned Rights and Obligations**”); provided that (i) all other obligations of PPA Buyer under the PPA (including the obligation to pay the balance of the \$99 per MWh price thereunder for Delivered Energy, being the APC PECs Contract Price specified in Appendix 1) are expressly retained by PPA Buyer and PPA Buyer shall be solely responsible for any amounts due to PPA Seller that are not directly related to Assigned Products; and (ii) the Parties acknowledge and agree that PPA Seller will only be obligated to deliver a single consolidated invoice to PPA Buyer during the Assignment Period. To the extent J. Aron and Guarantor (hereinafter

- defined) each fails to pay the Delivered Product Payment Obligation by the due date for payment set forth in the PPA, notwithstanding anything in this Agreement to the contrary, PPA Buyer agrees that it will remain responsible for such payment, and that it will be a Default pursuant to Section 13.1(a) of the PPA if PPA Buyer does not make such payment, within thirty (30) days of receiving notice of such non-payment from PPA Seller.
- (c) J. Aron hereby accepts and agrees and PPA Seller hereby consents to the assignment, transfer, conveyance and delegation described in clauses (a) and (b) above. J. Aron hereby agrees to perform any such Assigned Rights and Obligations due from it during the Assignment Period to the extent expressly set forth in this Agreement.
 - (d) PPA Buyer and PPA Seller shall retain all rights and obligations relating to scheduling of Assigned Products and other communications related to the PPA pursuant to the terms of the PPA, and during the Assignment Period PPA Buyer, PPA Seller or any designee thereof as scheduling coordinator under the PPA shall act as J. Aron's agent with respect to all scheduling activities associated with the Assigned Products; provided that (i) title to Assigned Products will pass from PPA Seller to J. Aron upon delivery by PPA Seller of Assigned Products in accordance with the PPA; (ii) PPA Buyer will forward to J. Aron copies of any Force Majeure Notice or notice of Default, or default, breach or other occurrence that, if not cured within the applicable grace period, could result in a Default contemporaneously upon delivery thereof to PPA Seller and promptly after receipt thereof from PPA Seller; (iii) PPA Buyer will forward to J. Aron copies of the forecasts provided pursuant to Section 7.2 of the PPA; (iv) PPA Buyer will provide to J. Aron copies of all invoices and supporting data relating to the Assigned Products provided by PPA Seller to PPA Buyer pursuant to Section 11.2(b) of the PPA, and any payment adjustments or subsequent reconciliations occurring after the date that is ten (10) days prior to the payment due date for a monthly invoice, including pursuant to Section 11.3 of the PPA, will be resolved solely between PPA Buyer and PPA Seller (and, therefore, PPA Seller will not be obligated to deliver copies of any communications relating thereto to J. Aron); and (v) PPA Buyer will provide copies to J. Aron of any other information reasonably requested by J. Aron relating to Assigned Products. To the extent that PPA Seller incurs any additional administrative costs or expenses as a result of the foregoing matters described in this clause 1(d), PPA Buyer shall promptly reimburse PPA Seller for such additional administrative costs or expenses upon PPA Seller's delivery of an invoice therefor, together with documentation reasonably supporting the invoiced amount; provided that PPA Buyer's aggregate reimbursement obligation in respect of such invoiced administrative costs or expenses shall not exceed \$10,000. Notwithstanding any other provision of this Assignment Agreement, PPA Seller or PPA Seller's designated third party shall continue to act as Scheduling Coordinator for the Facility, and this Assignment Agreement shall not affect the provisions of Section 7.2 of the PPA (including with regard to the allocation of CAISO Revenues and CAISO Costs).
 - (e) PPA Seller acknowledges that (i) J. Aron intends to immediately transfer title to any Assigned Products received from PPA Seller through one or more intermediaries such

that all Assigned Products ultimately will be delivered to the City of Burbank, and (ii) J. Aron has the right to purchase receivables due from the City of Burbank in the event that the City of Burbank fails to pay the relevant intermediary entity for any such Assigned Products (such receivables owed by the City of Burbank for such Assigned Products “**City of Burbank Receivables**”). To the extent any such City of Burbank Receivables are transferred to J. Aron, J. Aron may transfer such City of Burbank Receivables to PPA Seller and apply the face amount thereof as a reduction to any Delivered Product Payment Obligation; provided, however, that nothing in this clause (e) shall modify PPA Seller’s right to declare a Default pursuant to Section 13.1(i) of the PPA in the event that any portion of the Delivered Product Payment Obligation remains unpaid if PPA Seller has delivered the notices described in Section 1(b) above and none of J. Aron, Guarantor or PPA Buyer cured the non-payment by the final deadline for such payment set forth in Section 1(b). Without prejudice to PPA Seller’s right to declare a Default under the PPA in accordance with the foregoing or PPA Buyer’s retained payment obligations under Section 1(b) above, PPA Seller shall be entitled to pursue collection on such City of Burbank Receivables directly against the City of Burbank following the transfer of such City of Burbank Receivables by J. Aron to PPA Seller; provided, however, that upon payment to PPA Seller of any such amounts by either of PPA Buyer or the City of Burbank, PPA Seller shall have no further claim for such amounts.

- (f) On or before the commencement of the Assignment Period, J. Aron shall cause The Goldman Sachs Group, Inc. (“**Guarantor**”) to issue, in favor of PPA Seller, a guaranty of J. Aron’s payment obligations under this Assignment Agreement substantially in the form of Appendix 3 attached hereto (the “**Guaranty**”), and PPA Seller shall be entitled to make a demand for payment under the Guaranty if J. Aron fails to pay any portion of the Delivered Product Payment Obligation timely in accordance with this Agreement.
- (g) The Assigned Prepay Quantity set forth in Appendix 2 relates to obligations by and between J. Aron and PPA Buyer and, except as otherwise set forth herein, has no impact on PPA Seller’s rights and obligations under the PPA.

2. Assignment Early Termination.

- (a) The Assignment Period may be terminated early upon the occurrence of any of the following:
 - (1) delivery of a written notice of termination by either J. Aron or PPA Buyer to each of the other Parties hereto;
 - (2) delivery of a written notice of termination by PPA Seller to each of J. Aron, Guarantor and PPA Buyer following the failure of either J. Aron or Guarantor to pay any Delivered Product Payment Obligation within fifteen (15) days after PPA Seller has made a claim under the Guaranty for payment of such Delivered Product Payment Obligation;

- (3) delivery of a written notice by PPA Seller if any of the following events (each a “**Bankruptcy Event**”) occurs with respect to J. Aron, Guarantor or PPA Buyer:
 - (i) it (A) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of it or of all or a substantial part of its property, (B) admits in writing its inability, or is generally unable to pay its debts as they become due, (C) makes a general assignment for the benefit of its creditors, (D) commences a voluntary case under any bankruptcy, reorganization, debt arrangement, insolvency, or receivership law (“**Bankruptcy Law**”), (E) files a petition seeking to take advantage of any other Bankruptcy Law, (F) acquiesces in writing to, any petition filed against it in an involuntary case under any Bankruptcy Law, (G) takes any action for the purpose of effecting any of acts or occurrences described in foregoing clauses (A)-(F); or (ii) a proceeding or case is commenced, without its application or consent, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of its debts, (B) the appointment of a trustee, receiver, custodian, liquidator or the like, of it or of all or any substantial part of its assets, or (C) similar relief in respect of it under any Bankruptcy Law, and with regard to any of the foregoing, such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment or decree;
 - (4) delivery of a written notice by J. Aron if any Bankruptcy Event occurs with respect to (i) PPA Seller or (ii) the issuer of a letter of credit delivered pursuant to the PPA if PPA Seller fails to post a replacement letter of credit timely in accordance with Section 5.9(f) of the PPA; or
 - (5) delivery of a written notice by PPA Seller if Guarantor ceases to have a credit rating of equal to or greater than Baa3 from Moody’s and BBB- from S&P, or the Guaranty ceases to be in full force and effect, or Guarantor repudiates, disaffirms, disclaims, rejects or challenges the validity of the Guaranty (whether in whole or in part).
- (b) The Assignment Period will end at the end of the last delivery hour on the date specified in the termination notice provided pursuant to Section 2(a), which date shall not be earlier than the end of the last day of the calendar month in which such notice is delivered if termination is pursuant to clause (a)(1) or (a)(2) above. All Assigned Rights and Obligations shall revert from J. Aron to PPA Buyer upon the early termination of the Assignment Period, provided that (i) J. Aron shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered to J. Aron or for the benefit of J. Aron by PPA Seller prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

- (c) The Assignment Period will automatically terminate upon the expiration or early termination of the PPA. All Assigned Rights and Obligations shall revert from J. Aron to PPA Buyer upon the expiration of or early termination of the PPA, provided that (i) J. Aron (and Guarantor pursuant to the terms of the Guaranty) shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered to J. Aron or for the benefit of J. Aron by PPA Seller prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.
- (d) The Assignment Period will automatically terminate upon delivery by Guarantor of a notice of termination of the Guaranty. All Assigned Rights and Obligations shall revert from J. Aron to PPA Buyer upon the termination of the Assignment Period, provided that (i) J. Aron shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Products delivered to J. Aron or for the benefit of J. Aron by PPA Seller prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

3. Representations and Warranties. As of the date hereof, PPA Seller and PPA Buyer represent and warrant to J. Aron, each with respect to itself, that (a) the PPA is in full force and effect; (b) to the best of its knowledge, no event or circumstance exists (or would exist with the passage of time or the giving of notice) that would give either of them the right to terminate the PPA or suspend performance thereunder; and (c) to such Party's knowledge, all of its material obligations under the PPA required to be performed on or before the date hereof have been fulfilled in all material respects.

4. Notices. Any notice, demand, or request required or authorized by this Assignment Agreement to be given by one Party to another Party shall be delivered in accordance with Section 14.2 of the PPA and to the addresses of each of PPA Seller and PPA Buyer specified in Appendix C to the PPA or as changed pursuant to a notice delivered in accordance with Section 14.2 of the PPA. PPA Buyer agrees to notify J. Aron of any updates to such notice information, including any updates provided by PPA Seller to PPA Buyer. Notices to J. Aron shall be provided to the following address, as such address may be updated by J. Aron from time to time by notice to the other Parties:

J. Aron & Company LLC
200 West Street
New York, New York 10282-2198
Email: gs-prepay-notices@gs.com

5. Miscellaneous. Sections 12.1 (Representations and Warranties of Buyer), 14.3 (Dispute Resolution) (except that the reference to Section 14.3(d) of the PPA shall refer to Section 7(b) of this Assignment Agreement), 14.14 (Execution in Counterparts), 14.16 (Waiver), 14.17 (Relationship of the Parties), 14.19 (Damage or Destruction; Insurance; Condemnation; Limit of Liability), 14.20 (Severability), 14.21 (Confidentiality), 14.22 (Mobile-Sierra), and 14.24 (Service

Contract) of the PPA are incorporated by reference into this Agreement, *mutatis mutandis*, as if fully set forth herein.

6. U.S. Resolution Stay Provisions.

- (a) As between J. Aron and PPA Buyer, J. Aron and PPA Buyer hereby confirm that they are adherents to the ISDA 2018 U.S. Resolution Stay Protocol (“**ISDA U.S. Stay Protocol**”), the terms of the ISDA U.S. Stay Protocol are incorporated into and form a part of this Assignment Agreement, and for the purposes of such incorporation, (i) J. Aron shall be deemed to be a Regulated Entity, (ii) PPA Buyer shall be deemed to be an Adhering Party, and (iii) this Assignment Agreement shall be deemed a Protocol Covered Agreement. In the event of any inconsistencies between this Assignment Agreement and the ISDA U.S. Stay Protocol, the ISDA U.S. Stay Protocol will prevail.
- (b) As between J. Aron and PPA Seller:
 - 1. In the event that J. Aron becomes subject to a proceeding under (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder or (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder (a “**U.S. Special Resolution Regime**”) the transfer from J. Aron of this Agreement, and any interest and obligation in or under, and any property securing, this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any interest and obligation in or under, and any property securing, this Agreement were governed by the laws of the United States or a state of the United States.
 - 2. In the event that J. Aron or an Affiliate becomes subject to a proceeding under a U.S. Special Resolution Regime, any Default Rights (as defined in 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable and as amended (“**Default Right**”)) under this Agreement that may be exercised against J. Aron are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- (c) Limitation on Exercise of Certain Default Rights Related to an Affiliate’s Entry into Insolvency Proceedings. Notwithstanding anything to the contrary in this Agreement, the Parties expressly acknowledge and agree that:
 - 1. PPA Seller shall not be permitted to exercise any Default Right with respect to this Agreement or any Affiliate Credit Enhancement that is related, directly or indirectly, to an Affiliate of J. Aron becoming subject to receivership, insolvency, liquidation, resolution, or similar proceeding (an “**Insolvency Proceeding**”), except to the extent that the exercise of such Default Right would be permitted under the provisions of 12 C.F.R. 252.84, 12 C.F.R. 47.5 or 12 C.F.R. 382.4, as applicable and as amended; and

2. Nothing in this Agreement shall prohibit the transfer of any Affiliate Credit Enhancement, any interest or obligation in or under such Affiliate Credit Enhancement, or any property securing such Affiliate Credit Enhancement, to a transferee upon or following an Affiliate of J. Aron becoming subject to an Insolvency Proceeding, unless the transfer would result in PPA Seller being the beneficiary of such Affiliate Credit Enhancement in violation of any law applicable to PPA Seller.
- (d) U.S. Protocol. If PPA Seller adheres to the ISDA 2018 U.S. Resolution Stay Protocol, as published by the International Swaps and Derivatives Association, Inc. as of July 31, 2018 (the “**ISDA U.S. Protocol**”), after the date of this Agreement, the terms of the ISDA U.S. Protocol will supersede and replace the terms of this Section 6.
- (e) For purposes of this Section 6:
 1. “**Affiliate**” is defined in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k); and
 2. “**Credit Enhancement**” means any credit enhancement or credit support arrangement in support of the obligations of J. Aron under or with respect to this Agreement, including any guarantee, collateral arrangement (including any pledge, charge, mortgage or other security interest in collateral or title transfer arrangement), trust or similar arrangement, letter of credit, transfer of margin or any similar arrangement.

7. Governing Law, Jurisdiction, Waiver of Jury Trial.

- (a) **Governing Law.** This Assignment Agreement and the rights and duties of the Parties under this Assignment Agreement will be governed by and construed, enforced and performed in accordance with the laws of the State of California, without regard to conflicts of law principles.
- (b) **Jurisdiction.** All judicial proceedings arising out of or relating to this Assignment Agreement and involving J. Aron shall be brought exclusively in a federal court in the County of Los Angeles in the State of California to the maximum extent permitted by federal jurisdiction and otherwise in any court within the County of Los Angeles with jurisdiction over the matter, and each Party consents to such jurisdiction.

All judicial proceedings arising out of or relating to this Assignment Agreement and only involving PPA Buyer and PPA Seller shall be brought exclusively in a state or federal court in the County of Los Angeles in the State of California, and each Party consents to such jurisdiction.

The Parties irrevocably agree to submit to the exclusive jurisdiction of the respective aforementioned courts in the State of California and waive any defense of forum non conveniens.

- (c) **Waiver of Right to Trial by Jury.** Each Party waives, to the fullest extent permitted by applicable law and **provided** in the PPA for disputes thereunder, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Assignment Agreement.

8. PPA Seller's Costs and Expenses. PPA Buyer shall be responsible for PPA Seller's reasonable costs and expenses associated with the review, execution and delivery of this Agreement and any documents associated herewith, including without limitation reasonable attorneys' fees, provided that PPA Buyer's aggregate reimbursement obligation under this Section 8 shall not exceed \$10,000. PPA Buyer shall pay such amounts promptly upon PPA Seller's delivery of an invoice therefor, together with documentation reasonably supporting the invoiced amount.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Limited Assignment Agreement (Don Campbell–Burbank) effective as of the date first set forth above.

ORNI 47 LLC

By: _____
Name: _____
Title: _____

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
Name: _____
Title: _____

J. ARON & COMPANY LLC

By: _____
Name: _____
Title: _____

Appendix 1

Assigned Rights and Obligations

“PPA” means that certain Power Purchase Agreement dated December 31, 2012, by and between ORNI 47 LLC, a Delaware limited liability company, and Southern California Public Power Authority, as amended from time to time.

“Assignment Period” means the period beginning on November 1, 2026 and extending through and including December 31, 2033, provided that in no event shall the Assignment Period extend past the earlier of (i) the termination of the Assignment Period pursuant to Section 2 of this Assignment Agreement and (ii) the end of the Delivery Term under the PPA; provided that applicable provisions of this Agreement shall continue in effect after termination of the Assignment Period to the extent necessary to enforce or complete, duties, obligations or responsibilities of the Parties arising prior to the termination.

“Assigned Products” includes (1) 15.38% of Delivered Energy during the Assignment Period; and (2) and Environmental Attributes associated with such 15.38% of Delivered Energy transferred during the Assignment Period; provided, however that the following are expressly excluded from Assigned Products and any and all rights and obligations with respect to the following shall remain with the PPA Buyer: (i) 84.62% of Delivered Energy not subject to this Agreement during the Assignment Period, (ii) Environmental Attributes associated with such 84.62% of Delivered Energy not subject to this Agreement during the Assignment Period, (iii) Portfolio Energy Credits (as defined in Nev. Admin. Code § 704.8908) for Facility Energy used for Parasitic Load, (iv) Capacity Rights and (v) any other capacity, products, services and/or attributes (other than as provided in clauses (1) and (2) above) which are or can be produced by or associated with the Facility.

APC Contract Price: \$99.000/MWh minus APC PECs Contract Price.

APC PECs Contract Price: \$10.208/MWh of Delivered Energy.

Assigned Prepay Quantity: As set forth in Appendix 2; provided that (i) all Assigned Products shall be delivered pursuant to the Assignment Agreement during the Assignment Period as provided in this Appendix 1, and (ii) the Assigned Prepay Quantity is defined for the convenience of PPA Buyer and J. Aron and shall have no impact on the obligations of the PPA Seller under the Assignment Agreement.

Further Information: PPA Seller shall continue to transfer the WREGIS Certificates associated with all Renewable Energy Credits corresponding to all Facility Energy under the PPA pursuant to Section 8.4 of the PPA, provided that the transferee of such WREGIS Certificates may be changed from time to time in accordance with the written instructions of both J. Aron and PPA Buyer upon twenty (20) Business Days’ (as defined in the PPA) notice, which change shall be effective as of the first day of the next calendar month, unless otherwise agreed. All Assigned Products delivered by PPA Seller to J. Aron shall be a sale made at wholesale, with J. Aron reselling all such Assigned Products.

Appendix 2

Assigned Prepay Quantity

Commodity Month	Assigned Prepay Quantity (MWh)
11/1/2026	1,281.09
12/1/2026	1,307.85
1/1/2027	1,340.18
2/1/2027	1,248.75
3/1/2027	1,269.94
4/1/2027	1,098.23
5/1/2027	1,040.26
6/1/2027	739.22
7/1/2027	674.55
8/1/2027	783.81
9/1/2027	905.35
10/1/2027	1,073.71
11/1/2027	1,274.40
12/1/2027	1,300.04
1/1/2028	1,333.49
2/1/2028	1,242.07
3/1/2028	1,263.25
4/1/2028	1,091.54
5/1/2028	1,034.68
6/1/2028	735.87
7/1/2028	671.20
8/1/2028	780.47
9/1/2028	902.00
10/1/2028	1,068.13
11/1/2028	1,267.71
12/1/2028	1,293.35
1/1/2029	1,326.80
2/1/2029	1,235.38
3/1/2029	1,256.56
4/1/2029	1,087.09
5/1/2029	1,409.31
6/1/2029	1,001.23
7/1/2029	914.27
8/1/2029	1,063.67
9/1/2029	1,227.57
10/1/2029	1,455.02
11/1/2029	1,727.07
12/1/2029	1,763.87
1/1/2030	1,807.35
2/1/2030	1,683.59
3/1/2030	1,712.58
4/1/2030	1,480.67
5/1/2030	1,402.62
6/1/2030	996.77
7/1/2030	909.81
8/1/2030	1,058.10
9/1/2030	1,222.00
10/1/2030	1,447.22

Commodity Month	Assigned Prepay Quantity (MWh)
11/1/2030	1,718.15
12/1/2030	1,754.95
1/1/2031	1,798.43
2/1/2031	1,674.67
3/1/2031	1,703.66
4/1/2031	1,472.86
5/1/2031	1,394.82
6/1/2031	991.20
7/1/2031	904.23
8/1/2031	1,052.52
9/1/2031	1,215.31
10/1/2031	1,440.53
11/1/2031	1,710.35
12/1/2031	1,746.03
1/1/2032	1,789.51
2/1/2032	1,666.87
3/1/2032	1,694.74
4/1/2032	1,466.17
5/1/2032	1,388.13
6/1/2032	986.74
7/1/2032	899.77
8/1/2032	1,046.95
9/1/2032	1,209.73
10/1/2032	1,432.72
11/1/2032	1,701.43
12/1/2032	1,737.11
1/1/2033	1,780.59
2/1/2033	1,657.95
3/1/2033	1,686.94
4/1/2033	1,458.37
5/1/2033	1,381.44
6/1/2033	982.28
7/1/2033	895.31
8/1/2033	1,042.49
9/1/2033	1,203.04
10/1/2033	1,426.03
11/1/2033	1,692.51
12/1/2033	1,728.19

Appendix 3

Form of GSG Guaranty

DATE

NAME
ADDRESS

Attention:

Ladies and Gentlemen:

For value received, The Goldman Sachs Group, Inc. (the “Guarantor”), a corporation duly organized under the laws of the State of Delaware, hereby unconditionally guarantees the prompt and complete payment when due, whether by acceleration or otherwise, of all obligations and liabilities, whether now in existence or hereafter arising, of J. Aron & Company LLC, a subsidiary of the Guarantor and a limited liability company duly organized under the laws of the State of New York (the “Company”), to ORNI 47 LLC (the “Counterparty”) arising out of or under the Limited Assignment Agreement (Don Campbell–Burbank) among the Company, the Counterparty and Southern California Public Power Authority dated as of _____, 2026. This Guaranty is one of payment and not of collection.

The Guarantor hereby waives notice of acceptance of this Guaranty and notice of any obligation or liability to which it may apply, and waives presentment, demand for payment, protest, notice of dishonor or non-payment of any such obligation or liability, suit or the taking of other action by Counterparty against, and any other notice to, the Company, the Guarantor or others.

Counterparty may at any time and from time to time without notice to or consent of the Guarantor and without impairing or releasing the guaranteed obligations of the Guarantor hereunder: (1) agree with the Company to make any change in the terms of any obligation or liability of the Company to Counterparty, (2) take or fail to take any action of any kind in respect of any security for any obligation or liability of the Company to Counterparty, (3) exercise or refrain from exercising any rights against the Company or others, or (4) compromise or subordinate any obligation or liability of the Company to Counterparty including any security therefor. Any other suretyship defenses are hereby waived by the Guarantor.

This Guaranty shall continue in full force and effect until the opening of business on the fifth business day after Counterparty receives written notice of termination from the Guarantor. It is understood and agreed, however, that notwithstanding any such termination this Guaranty shall continue in full force and effect with respect to the obligations and liabilities set forth above which shall have been incurred prior to such termination.

The Guarantor further agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the guaranteed obligations, or interest thereon is rescinded or must otherwise be restored or returned by the

Counterparty upon the bankruptcy, insolvency, dissolution or reorganization of the Company. No failure on the part of the Counterparty to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Counterparty of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. Notwithstanding anything in this Guaranty to the contrary, this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time, either before or after the termination hereof, payment of the obligations or liabilities guaranteed pursuant to this Guaranty, or any part thereof, is rescinded or must otherwise be returned by Counterparty for any reason, including without limitation upon the insolvency, bankruptcy or reorganization of the Company or the Guarantor, all as though such payment had not been made.

Except as to applicable statutes of limitation, Guarantor hereby agrees that no delay of Counterparty in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Counterparty.

The Guarantor hereby represents as follows:

(a) The Guarantor is duly organized, validly existing, and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Guaranty.

(b) The execution and delivery of this Guaranty have been and remain duly authorized by all necessary action and do not contravene any provision of the Guarantor's certificate of incorporation or by-laws, as amended to date, or any law, regulation, decree, order, judgment, resolution or any contractual restriction binding on the Guarantor or its assets that could affect, in a materially adverse manner, the ability of the Guarantor to perform any of its obligations hereunder.

(c) All consents, licenses, clearances, authorizations, and approvals of, and registration and declarations with, any governmental or regulatory authority necessary for the due execution and delivery of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental or regulatory authority is required in connection with the execution or delivery of this Guaranty.

(d) This Guaranty constitutes the legal, valid, and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with all of its terms and conditions (subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally). The enforceability of the Guarantor's obligations is also subject to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

The Guarantor may not assign its rights nor delegate its obligations under this Guaranty, in whole or in part, without prior written consent of the Counterparty, and any purported assignment or delegation absent such consent is void, except for (i) an assignment and delegation of all of the Guarantor's rights and obligations hereunder in whatever form the Guarantor determines may be appropriate to a partnership, corporation, trust or other organization in whatever form that succeeds to all or substantially all of the Guarantor's assets and business and that assumes such obligations by contract, operation of law or otherwise, and (ii) the Guarantor may transfer this Guaranty or any interest or obligation of the Guarantor in or under this Guaranty, or any property securing this Guaranty, to another entity as transferee as part of the resolution, restructuring or reorganization of the Guarantor upon or following the Guarantor becoming subject to a receivership, insolvency, liquidation, resolution or similar proceeding. Upon any such delegation and assumption or transfer of obligations, the Guarantor shall be relieved of and fully discharged from all obligations hereunder, whether such obligations arose before or after such delegation and assumption or transfer.

THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. GUARANTOR AGREES TO THE EXCLUSIVE JURISDICTION OF COURTS LOCATED IN THE STATE OF NEW YORK, UNITED STATES OF AMERICA, OVER ANY DISPUTES ARISING UNDER OR RELATING TO THIS GUARANTY.

In the event the Guarantor becomes subject to a proceeding under the Federal Deposit Insurance Act or Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together, the "U.S. Special Resolution Regimes"), the transfer of this Guaranty, and any interest and obligation in or under, and any property securing, this Guaranty, from the Guarantor will be effective to the same extent as the transfer would be effective under such U.S. Special Resolution Regime if this Guaranty, and any interest and obligation in or under this Guaranty, were governed by the laws of the United States or a state of the United States. In the event the Company or the Guarantor, or any of their affiliates, becomes subject to a U.S. Special Resolution Regime, default rights against the Company or the Guarantor with respect to this Guaranty are permitted to be exercised to no greater extent than such default rights could be exercised under such U.S. Special Resolution Regime if this Guaranty was governed by the laws of the United States or a state of the United States.

Very truly yours,

THE GOLDMAN SACHS GROUP, INC.



DRAFT AGENDA ITEM STAFF REPORT

MEETING DATE:

October 21, 2026

RESOLUTION NUMBER:

2026-106

SUBJECT:

Master Professional Services Agreement with Pandora Consulting Associates, LLC

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 Members: Anaheim, Burbank, Glendale, and Vernon

Members Potentially Participating: All

Approved by Executive Director:

Signed by:

DAE0F3A8ECDE496...

RECOMMENDATION:

Authorize the execution of a Master Professional Services Agreement ("Agreement" or "MPSA"), between the Southern California Public Power Authority ("SCPPA" or "the Authority") and Pandora Consulting Associates, LLC ("Consultant" or "Pandora") for System Reliability, Restoration, and Response (SR3) Benchmarking Services.

BACKGROUND:

SCPPA and its Members have a need for professional and technical consulting services related to reliability and outage restoration benchmarking surveys, studies, and reports for System Reliability, Restoration, and Response (SR3). SCPPA Members have contracted for SR3 Benchmarking Services through SCPPA since 2017, with the last six years through Pandora. With the current consultant's agreement expired this year, SCPPA Members requested the issuance of a new contract with Pandora, on a "Sole Source" basis.

Pandora's services would continue to provide Members with an increased ability to analyze and verify the effectiveness and reliability of their electric systems to determine the projects and programs needed for improved resiliency. Pandora's scope of work includes the following core services:

1. Surveying and Analysis
2. Data Collection & Verification
3. Reporting & Benchmarking
4. On-Site Meetings/Supplemental Requests

Pandora is uniquely positioned to provide these functions through specialized reliability analysis, data verification, and performance benchmarking, to assist in member evaluations in system reliability and reporting requirements. SCPPA originally selected Pandora through a competitive bidding process when the initial Master Professional Services Agreement was awarded and executed on July 16, 2020 for a period of three years and extended for an additional three years.

DISCUSSION:

- **Scope Contract Services:**

The proposed new contract services are listed in the MPSA (see Attachment 3 to this Report). In general, the new services consist of adding of professional surveying, reliability data collection, performance benchmarking, and optional supplemental analysis. This framework will provide a process through which reliability metrics can be collected, verified, and benchmarked for Members. Specifically, Pandora will provide surveying and analyzing major outage events, data collection and verification from the CAIDI, SAIFL, and SAIDI reliability indices and analyzed for any data discrepancies. Reporting and benchmarking shall be inclusive of all results following, performance against an anonymized panel, benchmarking participating in members' five (5) year average performance against historical quartiles, additionally causes/drivers of data outliers shall be provided with explanations or solutions for how utilities may address the outliers.

- **Selection Method:**

Under the SCPPA Procurement Code and Solicitation and Contract Management Procedure, a sole source procurement may be justified where competitive sourcing is precluded because of the existence of patents, copyrights, and special processes, control of raw materials by providers or similar circumstances; as well as to retain professional services (e.g. attorney, auditor, manager, administrator) to maintain expertise, continuity, consistency, and knowledge of SCPPA.

The proposed MPSA is exempt from Sealed Competitive Bidding requirements under section 2(b)(5) of the Procurement Code as a sole source contract. A copy of the Sole Source Justification Memo is found in Attachment 2 to this Report. As noted in the Sole Source Justification Memo, Pandora provides specialized reliability benchmarking and indexing capabilities uniquely tailored toward SCPPA Member utility operations. Pandora's offering is

unique because Pandora maintains a strategic partnership with the premier consulting provider of utility benchmarking services in the country, First Quartile Consulting, LLC (“1QC”). Other consultants do not have the same access to IQC for the SR3 Benchmarking Services as Pandora does. In addition, Pandora’s system incorporates historical Member data, established data definitions and collection processes, utility benchmarking expertise, and customized reporting developed through successive years of engagement with participating Members. To set up, gather unique data for each Member, and provide the individual reporting requirements of each SCPPA Member through a new provider would be difficult, complex, costly, and most of all time-consuming.

Under the SCPPA Procurement Code, Sole Source contracts over \$50,000 require approval from the Board of Directors. Therefore, SCPPA Project Development is seeking the SCPPA Board of Directors’ approval of the MPSA with Pandora.

- **SCPPA’s Authority:**

In accordance with the Joint Powers Agreement, SCPPA is authorized to enter into contracts in support of projects for the generation and transmission of electrical energy, excepting, in the case of transmission projects, the final distribution of electrical energy to the consumer. The proposed MPSA supports SCPPA generation and transmission projects by providing SCPPA Members with tools to analyze and verify the effectiveness and reliability of their electric systems to determine the projects and programs needed for improved resiliency.

FISCAL IMPACT:

There is de minimis impact on SCPPA’s Administrative and General budget to administer the MPSA.

Participating Members will have committed in writing to paying for any, and all, services procured from Pandora under the MPSA pursuant to separate Task Orders for each SCPPA Member that elects to receive such services from Pandora. The amount to be spent under this MPSA by all participating Members shall not exceed \$250,000 (the “not-to-exceed” amount) over the 3-year term of the Agreement. Of this amount a fixed annual flat fee of \$32,500, split annually among all Participating Members, is for the initial and final annual reports and presentations. Further compensation for services will conform to the designated maximum amounts and fee schedules in the MPSA.

ATTACHMENTS:

1. Resolution No. 2026-106
2. Sole Source Justification Memo for Pandora Consulting SR3 Benchmarking and Reporting Services.
3. MPSA for Pandora Consulting

RESOLUTION NO. 2026-106

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MASTER PROFESSIONAL SERVICES AGREEMENT WITH PANDORA CONSULTING ASSOCIATES, LLC., PROVIDING FOR ADDITIONAL CONTRIBUTIONS TO THE AUTHORITY'S GENERAL FUND, AND AUTHORIZING CERTAIN RELATED ACTION

WHEREAS, the Southern California Public Power Authority (“SCPPA” or “the Authority”) owns interests in various generation and transmission projects, the output of which has been sold to members of the Authority (“Members”); and

WHEREAS, SCPPA member utilities (“Members”) are engaged in the generation, transmission, and distribution of electrical energy to retail customers, including assisting such customers with the efficient use of said energy; and

WHEREAS, certain Members have a need for professional and technical consulting services for system reliability, restoration, and response benchmarking surveys, studies, and reports to ascertain the effectiveness and reliability of their electric systems by measuring their performance against historical averages and industry averages to determine the projects and programs needed for improved resiliency (the “Services”); and

WHEREAS, Pandora Consulting Associates, LLC (“Consultant”) can provide such Services to SCPPA on behalf of its Members utilizing its unique proprietary analysis and software solutions; and the Authority is willing and able to enter into the Master Professional Services Agreement (the “Agreement” or “MPSA”) with Consultant to provide the Services; and

WHEREAS, in accordance with the Authority’s Procurement Code, the Authority’s Purchasing Manager has determined that the proposed MPSA with Consultant is a Sole Source contract; and

WHEREAS, the Board of Directors of 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 an MPSA with Pandora, a copy of which has been presented to the Board in substantial final form.
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 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, 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.
6. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 21st day of October 2026.

Tikan Singh
VICE PRESIDENT
Southern California Public
Power Authority

ATTEST:

Daniel E Garcia
ASSISTANT SECRETARY
Southern California Public
Power Authority



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

1160 NICOLE COURT

GLENDORA, CA 91740

(626) 793-9364 – FAX: (626) 793-9461

WWW.SCPPA.ORG

MEMO

To: Aileen Ma, SCPPA Purchasing Manager

From: Randy Krager, Sr. Project Development Manager

Date: October 1, 2026

Re: Sole Source Justification: Pandora Consulting Associates, LLC – System Reliability, Restoration, and Response (SR3) Benchmarking and Reporting Services

SCPPA Members face increasing complexity in meeting statutory and regulatory obligations tied to electric system operations and maintenance of generation and storage resources and transmission management. These responsibilities require electric utilities to manage System Reliability, Restoration, and Response (SR3).

SCPPA Members are in need of a consultant to provide professional and technical consulting services related to reliability and outage restoration benchmarking surveys, studies, and reports for SR3. These services provide each Member with an increased ability to analyze and verify the effectiveness and reliability of their electric system. This data helps SCPPA Members to determine the projects and programs needed for improved resiliency.

Pandora Consulting Associates, LLC (“Pandora”) is uniquely positioned to provide this functionality. Pandora has been providing this work to SCPPA Members for the last 6 years and has developed a methodology and delivery platform that are specific to SCPPA Members and create significant efficiencies. In addition, Pandora has 20 years of experience providing this type professional and technical consulting service to other utilities.

Pandora was originally selected through a competitive bidding process when the initial Master Professional Services Agreement (“MPSA” or “Agreement”) was awarded and executed in 2020. The MPSA was extended for another three years through Amendment No.1 with Pandora which expired on July 19, 2026. The proposed new agreement would be for a term of 3 years and would allow for an additional option of one or more additional terms totaling no more than three years.

SCPPA staff recommends that Pandora’s SR3 Benchmarking and Reporting Services qualify as a Sole Source as defined in the SCPPA Procurement Code.

Pandora Consulting Associates: Unique Integrated Capabilities

Up to nine Members have utilized annually Pandora’s SR3 Benchmarking and Reporting Services to provide optics and options for their unique system conditions. Through authorized task orders under the SCPPA MPSA, participating SCPPA Members can access Pandora’s unique and highly specialized benchmarking and reporting services and modeling expertise

for Members' system restoration needs, and other customized services (Services).

Pandora maintains a strategic partnership with the premier consulting provider of utility benchmarking services in the country, First Quartile Consulting, LLC ("1QC"). 1QC's robust utility benchmarking database and data analysis domestically and globally was a crucial component which led to the initial selection of Pandora for their services for SCPPA and its Members six years ago. Other consultants do not have the same access to IQC for the SR3 Benchmarking Services as Pandora does.

Over six years of providing SR3 services to SCPPA Members, Pandora with their strategic partner, IQC, have developed an integrated benchmarking methodology, data structure, analytical process, and reporting platform specifically supporting SCPPA Member needs. This capability incorporates historical Member data, established data definitions and collection processes, utility benchmarking expertise, and customized reporting developed through successive years of engagement with participating Members. To set up, gather unique data for each Member, and provide the individual reporting requirements of each SCPPA Member through a new provider would be difficult, complex, costly, and most of all time-consuming.

Pandora's capabilities operate as an integrated system rather than as stand-alone consulting services. Pandora can maintain continuity from prior-year results through current analysis, recognize changes and trends in Member performance, and provide benchmarking within an established analytical framework without requiring Members to recreate historical datasets, methodologies, or reporting requirements. This combination of Member-specific infrastructure, historical knowledge, and specialized utility benchmarking expertise has been developed over the course of the existing engagement and is not readily transferable to another provider.

Benefits to SCPPA Members

Continuing the existing SR3 program with Pandora allows SCPPA Members to preserve the continuity and comparability of their benchmarking results while avoiding the cost, time, and risk associated with transitioning the program to a new provider. Members can continue using established data collection and reporting processes and retain access to historical benchmarking information and analyses developed through prior years of participation.

The existing approach also reduces the administrative burden on SCPPA and participating Members because the underlying methodology, data structures, reporting requirements, and Member-specific configurations are already established. This enables resources to remain focused on analyzing results, identifying areas for improvement, and supporting reliability and restoration decisions rather than rebuilding the benchmarking infrastructure required to produce those insights. Initial estimates for kick-starting a new SR3 Program with another vendor and the additional administrative burden and costs to Members is in excess of \$275,000.00 for just the kick-off.

SCPPA Procurement Code

The proposed MPSA with Pandora is for an overall not-to-exceed amount of \$250,000 for a 3-

year term. It is requested that the Purchasing Manager find that the proposed MPSA exempt from Sealed Competitive Bidding requirements under section 2(b)(5) of the Procurement Code as a sole source contract.

SCPPA's Procurement Code section 2(b)(5) allows for sole sourced contracts where the Purchasing Manager determines "that only a Sole Source of supply is available for a good or service." Section 1 of the Procurement Code defines "Sole Source" as a "good or service awarded without a competitive process because it is the only good or service satisfying the Authority's specific need, as justified by at least one of the criteria in the Authority's implementation procedures and the supporting documentation requested therein." SCPPA's Solicitation and Contract Management Procedure provides that sole source procurements must be justified based upon at least one of several specified criteria, including the following which apply to this procurement:

- Competitive sourcing is precluded because of the existence of patents, copyrights, and special processes, control of raw materials by providers or similar circumstances.
- Retaining professional services (e.g. attorney, auditor, manager, administrator) to maintain expertise, continuity, consistency, and knowledge of SCPPA.

Under the SCPPA Procurement Code, Sole Source contracts over \$50,000 require approval of the Board. Based on this recommendation, Project Development will also seek Board approval of MPSA with Pandora in support of SCPPA Members' SR3 Benchmarking goals.

Recommendation

For the reasons outlined above, SCPPA staff recommends that the Purchasing Manager finds that the proposed new MPSA with Pandora Consulting Associates, LLC qualifies as a Sole Source as defined in the SCPPA Procurement Code.

This action will provide Members with timely SR3 benchmarking analysis that identifies areas for improvement and supporting reliability and restoration decisions while reducing cost and administrative burden for gathering this information.

Sincerely,



Randy Krager

Sr. Project Development Manager

I agree with the sole source justification described in this memo.



Aileen Ma

Purchasing Manager

**MASTER PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
PANDORA CONSULTING ASSOCIATES, LLC**

This MASTER PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated and effective October 21, 2026, by and between Pandora Consulting Associates, LLC ("Consultant"), a California Limited Liability Corporation, located at 4872 Topanga Canyon Blvd. #343, in Woodland Hills, CA 91364, 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 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.
- (c) 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.

(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 business practices or other requirements expressly set forth in an applicable Task Order, including equal opportunity practices, living wage ordinances, applicable business licenses, taxpayer protection acts, and assignment of antitrust causes of action. Consultant represents that it is appropriately licensed, qualified, and experienced to provide the Work. The California Consumer Privacy Act (CCPA), California Privacy Rights Act, Payment Card Industry Data Security Standards (PCI-DSS), and Member-specific privacy or cybersecurity requirements shall apply to Consultant only to the extent applicable to the specific data, systems, and activities actually handled or performed by Consultant under an applicable Task Order. PCI-DSS shall apply only if Consultant stores, processes, or transmits Cardholder Data or can affect the security of a Cardholder Data Environment.

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.

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. Any review shall be conducted in a manner that does not

unreasonably interfere with Consultant's business and shall exclude records unrelated to the Agreement, privileged materials, personnel records, information concerning other clients, and Consultant's proprietary pricing models, methodologies, and trade secrets.

8. Indemnity:

Consultant shall defend, indemnify, and hold harmless SCPPA, each Participating Member, and their respective officers, agents, representatives, and employees from and against any and all suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever for death, bodily injury, or personal injury to any person, including Consultant's employees and agents, or damage to or destruction to any property of either Party, or third person in any manner arising by reason of negligent acts, errors, omissions, or willful misconduct incident to the performance of the Agreement on the part of Consultant or Consultant's officers, employees, agents, or subcontractors of any tier, except for the sole active negligence or willful misconduct of SCPPA, Participating Member(s) and their officers, agents, representatives, or employees.

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/ Professional Liability Insurance, intellectual property infringement, and data protection liability insurance (collectively, "cyber liability insurance"). Consultant shall maintain cyber liability insurance with limits of not less than [two million dollars (\$2,000,000) per claim and in the aggregate], unless the applicable Task Order expressly requires a higher limit based on the nature and volume of data and the Parties mutually agree in writing to that higher limit. The cyber insurance must provide coverage for the following:
 - 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 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 termination, Consultant shall stop the Work as directed and immediately wind down the Work. SCPPA shall pay Consultant for all Work authorized and satisfactorily performed through the effective date of termination. Consultant shall refund amounts previously paid for discrete deliverables that Consultant has not performed or supplied to SCPPA's reasonable satisfaction as of the termination date, after crediting all amounts otherwise due to Consultant. Payment shall be conditioned on the Work conforming in all material respects to the applicable Task Order, subject to Consultant's reasonable opportunity to cure any identified deficiency.
- (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 direct 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, 17-22 shall survive the termination or expiration of this Agreement.

12. Use and Ownership of Work Product:

- (a) As used in this Agreement, "Work Product" means the final deliverables specifically created by Consultant for SCPPA or a Participating Member under a Task Order and identified in that Task Order as deliverables. Work Product does not include Consultant Background Materials, third-party materials, or general ideas, concepts, know-how, methods, processes, templates, formats, tools, software, algorithms, models, databases,

benchmark data, or methodologies, whether developed before or independently of this Agreement or developed or improved during performance of the Work without use of SCPPA's or a Participating Member's Confidential Information.

- (b) SCPPA and the applicable Participating Member shall own the Work Product. Consultant retains all right, title, and interest in and to (i) its proprietary software and documents publicly known as the "First Quartile Graphical Reports," including associated underlying proprietary data developed by First Quartile LLC or Consultant before or outside the performance of this Agreement, and (ii) all other Consultant Background Materials and any enhancements, improvements, or derivative works thereof. To the extent Consultant Background Materials are incorporated into a Work Product, Consultant grants SCPPA and the applicable Participating Member a perpetual, nonexclusive, nontransferable, royalty-free license to use those incorporated materials solely for their internal governmental and utility purposes, which shall include, for the avoidance of doubt, reporting purposes. No ownership of Consultant Background Materials is transferred under this Agreement.

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. 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.

16. Representatives:

SCPPA's representative for administration of this Agreement:

Randy Krager, (626) 793-9364, and e-mail address is rkrager@scppa.org. All questions to SCPPA pertaining to this Agreement shall be referred to the person named above.

Consultant's representative for this Agreement:

Marco Sands 818.642.2588, and sands@pandoraconsultingassociates.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.

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:

Marco Sands
Managing Director
4872 Topanga Canyon Blvd, #343
Woodland Hills, CA 91364
sands@pandoraconsultingassociates.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.

18. 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 MASTER PROFESSIONAL SERVICES AGREEMENT but are third party beneficiaries to the MASTER PROFESSIONAL SERVICES AGREEMENT and are entitled to the rights and benefits hereunder and may enforce the provisions hereof as if they were parties hereto; provided, however, that a Participating Member may enforce only the specific rights arising out of a claim, loss, liability, expense, or damage affecting the Participating Member, and provided further, that nothing in this provision expands Consultant's liability or creates duplicative recovery in favor of SCPPA and a Participating Member for the same loss. Except as otherwise specified herein with respect to Participating Members, there are no third party beneficiaries of this Agreement.
- (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.

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

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

The Parties may execute this Agreement by manual signature or by electronic signature, each of which shall have the same force and effect. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes, to the extent provided under applicable law, including California's Uniform Electronic Transactions Act.

/SIGNATURE PAGE FOLLOWS/

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

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____

DANIEL E GARCIA

Executive Director

Approved as to Legal Form:

CHRISTINE GODINEZ

General Counsel

PANDORA CONSULTING ASSOCIATES, LLC

By: Marco Sands

Marco Sands

Managing Director

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.

SCOPE OF SERVICES AND COMPENSATION

1. SURVEYING & ANALYSIS

The following information shall be surveyed and/or analyzed:

- Accounting of any major events;
- Industry averages and quantities;
- Historical performance data; and
- Causes/Drivers of Data Outliers

2. DATA COLLECTION & VERIFICATION

- Consultant's data shall be collected from the CAIDI, SAIFI, and SAIDI reliability indices and analyzed for any data discrepancies.
- Consultant's data is to be consistent with the mathematical relationships between reliability indices ($CAIDI \times SAIFI = SAIDI$).
- Consultant shall identify any anomalies and subsequent modifications and incorporate both into the final results as they are reported.

3. REPORTING & BENCHMARKING

Reporting shall be inclusive of all results and analysis in graphic and/or tabular form as appropriate. Reporting includes, but is not limited to, the following:

- Consultant's reporting shall benchmark the Participating Member's performance against an anonymized panel
- Consultant's reporting shall benchmark the Participating Member's five (5) year average performance against their historical quartiles
- Consultant's reporting shall analyze the causes/drivers of data outliers and provide explanations or solutions for how utilities may address the outliers
- Consultant is to provide quartile reporting of Participating Member's relative performance

4. ON-SITE MEETINGS/SUPPLEMENTAL REQUESTS

Consultant may be requested by Participating Member(s) to provide the following on a time-and-material basis:

- Additional analysis and review;

- Customer reports;
- Performance improvement recommendations; and
- On-site visits

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

FEES

We propose to deliver the services identified as follows:

We will deliver a Kickoff Meeting, Data Collection & Verification, and Reporting and a Results presentation, for a fixed one-time flat annual fee of **\$32,500**, *regardless of the number of SCPPA Members participating in this effort.*

We have assumed that the data from SCPPA Members will be provided in accordance with our guidelines. Elements such as outage cause codes have been standardized for years in our questionnaires, in line with IEEE guidelines and common practices within the industry. Our expectation is that the SCPPA Members will be able to readily provide the data utilizing those cause codes.

Below are examples of other activities or deliverables that can be provided on a time and material basis:

Activities and Deliverables	Estimated Fee per Participating SCPPA Member
On-Site Customized Presentation of Final Report Half-day on-site presentation of the Final Report together with improvement recommendations, customized to an individual SCPPA Member, including all material preparation.	\$2,500
On-Site Working Session to Develop Improvement Initiatives Half-day on-site facilitated working session to identify and develop improvement initiatives focused on previously identified improvement areas, with follow-up documentation of the session outcomes.	\$3,000

Additional On-Site Sessions / Other Supplemental Requests We will gladly work with the SCPPA Members to identify additional ways to analyze, interpret, and convey the results of our Final Report, and to develop and facilitate the implementation of improvement recommendations.	Time and Materials (See rate card below)
---	---

If any of the services are of interest to one or more of the SCPPA Members, we assume that we would enter into discussions with SCPPA to further delineate the related scope of work. Such efforts would be provided on a time and materials basis utilizing the professional services hourly rates as shown in the rate card below:

RATE CARD

Professional Level	Hourly Rate
Managing Director / Director	\$250
Manager	\$225
Senior Analyst	\$175
Analyst	\$150

In no event shall SCPPA's payment obligations to Consultant for all Goods received or Services performed or for any other reason under this Agreement exceed \$250,000 (the "Not to Exceed Amount"). 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.

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:

CHRISTINE GODINEZ
General Counsel

PANDORA CONSULTING ASSOCIATES, LLC

By: _____
MARCO SANDS
Managing Director

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]

□



AGENDA ITEM STAFF REPORT

MEETING DATE:

October 21, 2026

RESOLUTION NUMBER:

2026-107

SUBJECT:

Award of a Master Professional Services Agreement to TRC Engineers, Inc. for Customer Programs and Utility Fleet Electrification Engineering Services

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: Burbank, Pasadena, Imperial Irrigation District

Other Members Potentially Participating: Other Members may participate as desired

Approved by Executive Director:

Signed by: 
 DAE0F3A6ECDE496...

RECOMMENDATION:

Award and approve the execution of a Master Professional Services Agreement ("Agreement" or "MPSA") with TRC Engineers, Inc. (TRC), for Customer Programs and Utility Fleet Electrification Engineering Services.

BACKGROUND:

TRC is a consulting and engineering firm headquartered in Windsor, Connecticut, with extensive experience supporting utilities and public agencies. The company provides energy, engineering, and program management services, including energy efficiency, demand-side management, program design, technical analysis, implementation, evaluation, and regulatory support. [OBJ]

DISCUSSION:

Through coordination with the Customer Programs Working Group, SCPPA staff identified the need for customer programs and utility fleet electrification engineering services to provide integrated support for the design, implementation, and evaluation of energy efficiency, demand reduction, and related customer programs.

SCPPA conducted extensive outreach to market the solicitation to national trade associations and California hi tech hubs, including California Association of Environmental Professionals, Los Angeles Cleantech Incubator (LACI) and University of California Los Angeles Smart Grid Energy Research (SMERC). SCPPA issued a Request for Proposals (RFP) and received eight proposals in response to the RFP. Based on the evaluation of proposals, SCPPA staff is recommending award of a Master Professional Services Agreement to TRC to support implementation of customer programs and utility fleet electrification engineering services

- **Scope of Contract Services:**

TRC will provide comprehensive engineering and technical consulting services to support SCPPA Members with the design, implementation, evaluation, and optimization of energy efficiency and demand reduction programs.

TRC will provide participating SCPPA members with the following core services:

1. Energy efficiency and demand reduction program design and development
2. Energy efficiency and demand reduction incentive program implementation and technical support
3. Energy efficiency incentive and demand reduction programs evaluation and reporting

In addition, the Agreement will provide electric utility fleet electrification support for participating SCPPA Members, including assessing electric utility fleet electrification opportunities, evaluating operational needs and infrastructure requirements, and developing charging implementation plans for participating Members' electric utility fleets, consistent with the Advanced Clean Fleets (ACF) rule. Services will focus on practical implementation, operational feasibility, system reliability, and regulatory requirements.

The Agreement will also provide general engineering services that support Member utilities in evaluating technologies, improving system performance, and strengthening internal technical capacity regarding energy efficiency and demand reduction. This includes assessing emerging and existing technologies, conducting performance testing, and reviewing codes and standards to identify opportunities for energy efficiency and demand reduction.

- **Selection Method:**

On April 15, 2026, SCPPA issued an RFP for Customer Programs and Utility Fleet Electrification Engineering Services that would provide SCPPA Members with integrated support for the design, implementation, and evaluation of energy efficiency, demand reduction, and utility fleet electrification programs. The submittal deadline for the RFP was May 22, 2026.

A total of eight responses were received and independently evaluated by staff of Burbank, Imperial Irrigation District, and Pasadena based on each proposer's qualifications, experience, skills required to provide the required services, demonstration of project management abilities, references, and cost competitiveness. TRC and The Cadmus Group LLC were recommended for award as the most qualified and cost-effective firms for customer programs and utility fleet electrification engineering services out of the eight respondents to SCPPA's competitive solicitation. A contract with the Cadmus Group LLC was approved by the SCPPA Board on September 17, 2026.

- **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 Customer Programs and Utility Fleet Electrification Engineering Services will provide SCPPA Members with technical and engineering support for the development, implementation, and evaluation of customer programs and utility fleet electrification initiatives. Services will include program design, engineering analysis, technical assessments, project evaluation, and implementation support to help Members identify cost effective opportunities, achieve energy and demand savings, and responsibly advance their fleet electrification goals.

FISCAL IMPACT:

There is de minimis impact on SCPPA's Administrative and General budget relating to staff time to administer the MPSA.

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

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

ATTACHMENTS:

1. Resolution No. 2026-107
2. MPSA between SCPPA and TRC

RESOLUTION NO. 2026-107

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY AWARDING A MASTER PROFESSIONAL SERVICES AGREEMENT TO TRC ENGINEERS, INC. AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE SUCH AGREEMENT, PROVIDING FOR ADDITIONAL CONTRIBUTIONS TO THE AUTHORITY'S REVOLVING GENERAL FUND, AND AUTHORIZING CERTAIN RELATED ACTION

WHEREAS, the Southern California Public Power Authority (the "Authority") owns interests in various generation and transmission projects, the output or services of which has been sold to the members utilities of the Authority ("Members"), who are engaged in the generation, transmission, and distribution of electrical energy to retail customers, including assisting such customers with the efficient use of said energy; and

WHEREAS, the Authority and its Members are subject to the requirements of Section 9615 of the California Public Utilities Code ("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"; and accordingly, certain Authority Members have a need from time to time for energy efficiency services and demand reduction services, including the need for energy efficiency services leading to lower overall electricity demand and helping reduce the need for new generation capacity; and

WHEREAS, in accordance with advanced clean fleet requirements found in Article 3.2, Title 13 of the California Code of Regulations, certain Authority Members have a need for time to time for program design, engineering analysis, technical assessments, project evaluation, and implementation support to help Members identify cost effective, responsible and reliable methods to advance their electric utility fleet electrification goals, manage utility fleet-related electric demand, and continue to reliably operate their generation and transmission assets, while complying with regulatory requirements; and

WHEREAS, on April 15, 2026, the Authority issued a competitive solicitation for such energy efficiency services, and demand reduction services, and engineering support for electric utility fleet electrification planning (collectively, the "Services"), and TRC Engineers, Inc. ("TRC") was recommended by the Authority's evaluation team for the award of a contract; and

WHEREAS, TRC can provide such Services to the Authority the Authority is willing and able to enter into a Master Professional Services Agreement with TRC 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 Board of Directors hereby awards a contract to TRC Engineers, Inc. for the Services.
2. The Executive Director is authorized and directed to execute a Master Professional Services Agreement with TRC Engineers, 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).
3. The Board of Directors hereby provides for additional contributions to the General Fund. Notwithstanding anything to the contrary in Resolution No. 1992-1, such additional contributions:
 - a) shall be solely for the purpose of paying costs and expenses incurred by the Authority with respect to Services provided by TRC, and pending application for such purpose the contributions shall not be expended to pay costs or expenses for any other purpose;
 - b) with respect to each invoice the Authority receives from TRC, each such invoice shall be billed to the Members that have received services from TRC with respect to such invoice, with the amount of each such Member's bill to be based upon the services performed by TRC 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.
4. 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, under 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.

5. Amounts contributed to and held in the General Fund pursuant to this Resolution will not be contributed or held for the purposes of any project for which the Authority has obtained any form of external financing. 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.
6. 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 carrying out the transactions contemplated by this Resolution.
7. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 21st day of October 2026.

TIKAN SINGH
VICE PRESIDENT
Southern California Public
Power Authority

ATTEST:

DANIEL E GARCIA
ASSISTANT SECRETARY
Southern California Public
Power Authority

**MASTER PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
TRC ENGINEERS, INC.**

This MASTER PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated and effective October 21, 2026, by and between TRC ENGINEERS, INC. ("Consultant"), a California corporation, located at 6 Executive Circle, Suite 200, Irvine, CA 92614, 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.
- (c) 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.

(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 for a project of similar size, scope, and complexity during the time which the Services are provided, and in a similar locality, under similar circumstances (“Standard of Care”). Nothing in this Agreement will be interpreted to require Consultant to perform professional services to any higher standard or have any obligation in the performance of professional services in excess of what is required by the Standard of Care, and this paragraph will control over any contrary provision. 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. Consultant shall be in full compliance with all applicable rules, regulations, guidelines, and procedures adopted by any Card Association or Payment Network relating to the privacy and security of Cardholder and Card transaction data, including without limitation the most up to date version of the Payment Card Industry Data Security Standards (PCI-DSS), as amended from time to time by the Payment Card Industry Security Standards Council. 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.

Consultant shall submit all invoices to SCPPA. Consultant shall submit invoices at no more than monthly intervals and 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; Liability:

Indemnity. To the maximum extent permitted by law, including but not limited to pursuant to California Civil Code Section 2782.8, Consultant shall defend, indemnify and hold harmless SCPPA, Participating

Member(s) and their officers, agents, representatives and employees from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever for death, bodily injury or personal injury to any person, including Consultant's employees and agents, or damage or destruction to any property of either Party, or third person in any manner arising by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of the Consultant, or the Consultant's officers, agents, employees, or subcontractors of any tier, except for the sole active negligence or willful misconduct of SCPPA, Participating Member(s) and their officers, agents, representatives or employees.

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.

Liability. Notwithstanding anything to the contrary in this Agreement, Consultant and SCPPA waive any and all claims against each other for incidental and/or consequential damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages, provided however, that this limitation of liability shall not apply to fraud, willful misconduct, violation of law, whether willful or negligent, and data breaches. Except as otherwise limited in the previous sentence, this mutual waiver is applicable, without limitation, to all consequential damages due to either Party's breach or termination of the Agreement. Additionally, except for data breaches, gross negligence or willful misconduct, and intellectual property infringement, or violation of law, whether willful or negligent, each Party's total aggregate liability to the other under any Task Order issued pursuant to this Agreement arising out of or in any way related to Consultant's work, from any cause or causes whatsoever, is limited to the total amount paid to Consultant under that Task Order.

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, 17-19 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.
- (c) Notwithstanding anything to the contrary herein, to the extent any Work Product includes proprietary information that is not prepared exclusively and solely for SCPPA and the Participating Members, such proprietary information will remain the property of Consultant, but SCPPA and the Participating Members will have unrestricted and non-exclusive rights and perpetual license to use such information. Consultant’s proprietary information, includes, but is not limited to, its pre-existing documents, know-how, methodologies, techniques, processes, tools, trade secrets, logic, templates, programs, software, inventions, intellectual property, or systems utilized or developed prior to the effective date of the Agreement, or developed for work being provided to any person or entity other than SCPPA and the Participating Members, and/or owned or duly licensed by Consultant and used in the performance of the Services and/or embedded in the Work Product, and any improvements or modifications thereto which may be developed or created by Consultant in the course of or as a consequence of performing the Services.

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. Notwithstanding the forgoing, Consultant shall not be required to alter, modify, delete, or destroy computer back-up media made in the ordinary course of business, one archival copy of the Confidential Information, or information required by law to be maintained, provided that any such information is maintained in confidence pursuant to 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. 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 to any warranty provided by the manufacturer and hereby assigns all such warranties to owner 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's Work shall comply with the Standard of Care. 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; SCPPA shall

promptly notify Consultant in writing within one year after the work is complete. 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. Except for the express warranties set forth in this agreement, Consultant expressly disclaims and excludes any and all warranties and representations, whether written or oral, whether express, implied, statutory, or otherwise, including, but not limited to, any warranty of merchantability, any warranty of fitness for a particular purpose or intended purpose, and any course of dealing, course of performance, or usage in trade. For the avoidance of doubt, Consultant's warranties do not cover normal wear and tear, or any loss, damage, or failure to the extent caused by SCPPA or any third party.

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, 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:

Jonathan Rossi, (925) 325-7233 and **jrossi@trccompanies.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:

Jeffery Funk
Director, Contracts – Advanced Energy 21 Griffin
Road North Windsor, CT 06095
jfunk@trccompanies.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 PROFESSIONAL SERVICES AGREEMENT but are third party beneficiaries to the PROFESSIONAL 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 Agreement on the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
DANIEL E GARCIA
Executive Director

Approved as to Legal Form:

CHRISTINE GODINEZ
General Counsel

TRC ENGINEERS, INC.

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

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.

1. Energy Efficiency and Demand Reduction Program Design and Development

Consultant will deliver exceptional results in energy efficiency and demand reduction program design and development. We will tailor our approach to address the specific requirements of SCPA and its Member utilities, validating every program to align with utility objectives, regulatory mandates, and California's policy environment.

- **Program Design**

Consultant will provide program design and planning services to support the development and implementation of energy efficiency, demand-side management, and demand response programs for SCPA Members. Consultant can develop program concepts, frameworks, and implementation strategies tailored to Member needs, customer segments, and applicable state and local requirements.

Consultant can conduct market research, customer and stakeholder engagement, and market assessments to identify program opportunities, participation potential, and barriers to implementation. Consultant can also use historical participation data, market research, and industry recognized methodologies to develop participation forecasts, energy and demand savings estimates, program budgets, and achievable savings goals.

Consultant can evaluate proposed measures, programs, and portfolios for cost-effectiveness using applicable industry and regulatory methodologies. Consultant can also develop and recommend incentive structures and program offerings tailored to specific customer sectors, market conditions, and Member objectives.

Consultant can support program alignment with applicable regulatory requirements, industry standards, and SCPA Member objectives. This can include developing documentation to support regulatory filings, reporting, compliance, and audit readiness. Consultant can also review and refine program designs based on market conditions, participation trends,

stakeholder feedback, program performance, emerging technologies, and changes in regulatory requirements.

- **Program Policies and Procedures**

Consultant will provide support in developing, reviewing, and updating program policies, guidelines, and procedures for SPPA Members. Consultant can establish standardized program administration processes designed to promote consistency, transparency, and efficient program delivery while reducing administrative burden.

Consultant can develop procedures for participant and contractor management, program eligibility, application and approval processes, incentive administration, documentation, data management, quality control, and reporting. Consultant can also assist Members in aligning program procedures with existing customer relationship management (CRM) systems and other administrative platforms to support efficient data collection, tracking, reporting, and program oversight.

- **Program Documentation and Review: Oversight and Reporting**

Consultant will provide program documentation, review, oversight, and reporting services to support the effective administration and evaluation of SPPA Member programs. Consultant can develop standardized project documentation, summary forms, review procedures, approval processes, and other templates to support consistent program implementation and applicable evaluation, measurement, and verification (EM&V) requirements.

Consultant can establish and maintain program tracking and reporting tools that provide Members with visibility into project and program status, participation, expenditures, savings, and other relevant performance metrics. Consultant can also provide ongoing review and quality control of program documentation and project activities to support data accuracy, transparency, and accountability.

Consultant can assist Members with program reporting, EM&V documentation, regulatory submissions, audit preparation, and other compliance requirements.

- **Savings Calculation Tools**

Consultant will develop, customize, maintain, and update savings calculation tools to support the estimation and reporting of energy and demand savings associated with SPPA Member programs and projects. Tools will utilize industry accepted and applicable regulatory methodologies and will be designed to provide transparent, consistent, and defensible savings estimates while allowing for updates as technical standards, requirements, and methodologies evolve.

Consultant can develop customized calculation tools, data collection forms, spreadsheets, and other analytical tools for specific energy efficiency measures, technologies, and program applications. Consultant can also perform whole building energy modeling using industry recognized software when a more comprehensive analysis is appropriate. Services may

include analysis of HVAC systems, chillers and boilers, variable frequency drives, demand controlled ventilation, building envelope improvements, operational changes, and other energy efficiency measures.

Consultant can validate modeled results against historical facility data, regional benchmarking data, applicable industry standards, or comparable facilities to assess the reasonableness of projected savings. Where technologies or projects are not well suited for standard modeling approaches, Consultant can develop customized calculation methodologies based on available field data, engineering analysis, and applicable technical standards.

Consultant will work with SCPPA Members throughout the development and review process to incorporate Member feedback and ensure that calculation tools meet the intended program requirements. Consultant can also assemble appropriate technical, engineering, energy auditing, and analytical expertise to develop, review, and update calculation tools.

General Savings Calculation Tool Development Process

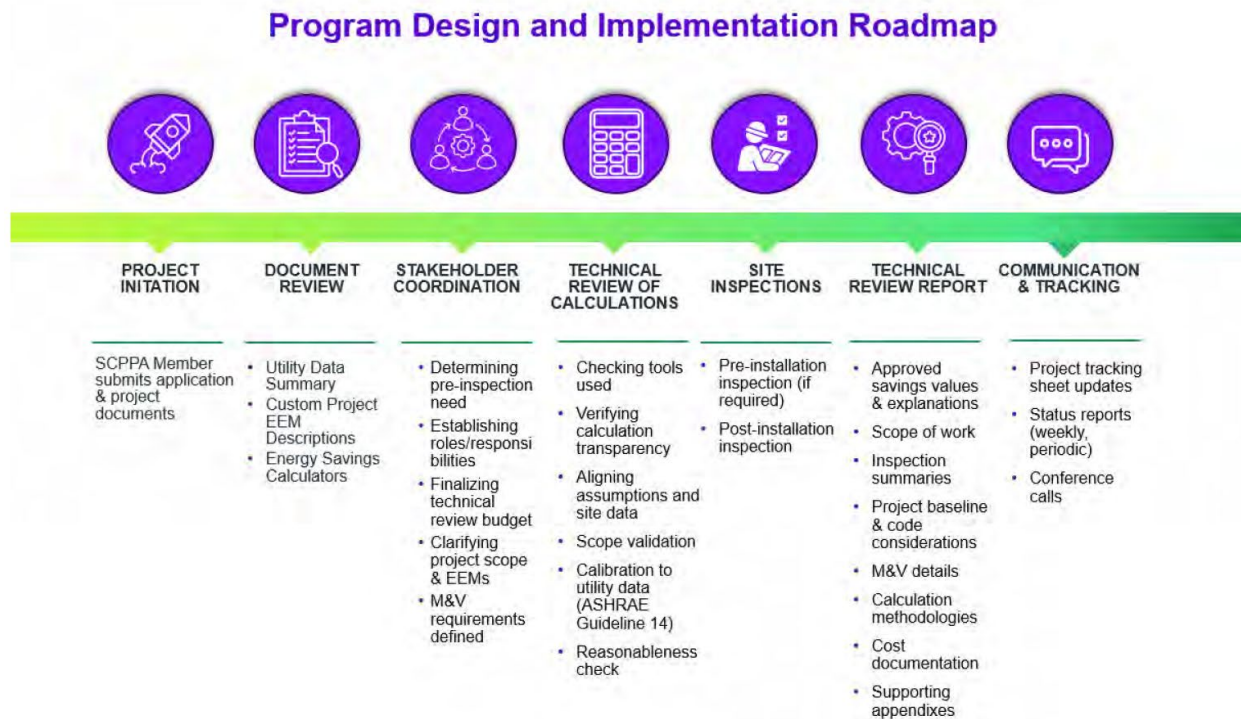
The following table summarizes the general process for developing and updating savings calculation tools. The process may be adapted based on the specific needs, complexity, and requirements of each SCPPA Member program.

#	Tool Development Steps
1	Create a list of desired requirements, necessary outcomes, and goals. This will serve as the backbone for the tool and development cannot start without these in mind.
2	Complete research to verify that an existing tool is not available that would meet the requirements. If an existing tool could meet the requirements, then determine if that tool has any barriers, such as cost, that will make its use prohibitive.
3	If a tool still needs to be created, the team will assess various ideas that may meet the requirements for the new tool. These ideas or solutions for the tool requirements will then be prioritized into a concise list of one or two of the best concepts.
4	With the best ideas at hand, we will create a working version or tool prototype. This prototype can be simple or crude, but will serve the purpose or goals set for the tool in prior steps. We may mock up the prototype in Microsoft Excel or a similar application and refine it over time.
5	Complete detailed design and testing. TRC has designed many tool variations that focus on collecting program data during customer site visits. We typically develop initial prototypes in Microsoft Excel (with visual basic). With the structure in place, we then develop a formal data collection tool, Fulcrum, to refine the interface and navigation between data collection tasks. The goal of detailed design is to refine inputs and optimize the user's time. We test the tools with non-team Members to obtain honest, independent user feedback and drive refinement.

2. Energy Efficiency and Demand Reduction Incentive Program Implementation and Technical Support

Consultant will provide implementation and technical support for SCPPA Member energy efficiency and demand reduction incentive programs. Services can include project development, application and technical documentation review, measure eligibility and incentive calculations, equipment and project specification review, site assessments, savings verification, project tracking, and technical assistance to customers, contractors, and program staff. The Consultant can also provide recommendations to improve program performance and maximize energy savings, demand reductions, and the effective use of program funding.

The general implementation and technical support process is illustrated in the roadmap below.



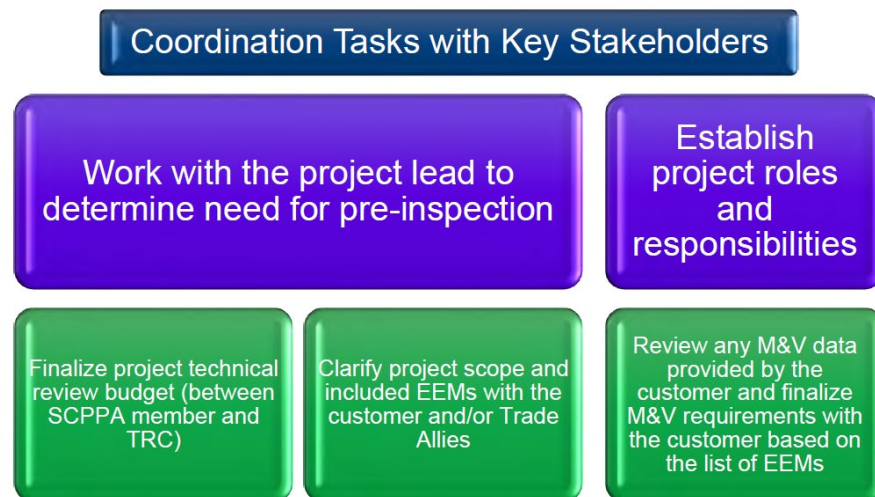
• Project Evaluation

Consultant will evaluate proposed and completed energy efficiency and demand reduction projects to assess eligibility, technical feasibility, cost-effectiveness, and projected or achieved energy and demand savings. Services can include reviewing project applications and supporting documentation, validating claimed savings, conducting technical reviews, and assessing compliance with applicable program requirements and guidelines. At the request of SCPPA Members, Consultant can also participate in project kickoff and review meetings, assist with program policy documentation, review previously completed projects, and conduct pre- and post-installation site inspections.

- **Review Customer Submitted Project Documents**

Consultant will review shared customer-submitted project files. During file review, the assigned technical reviewer will coordinate with the key project stakeholders on next steps and will send communications if there are any files missing. During this initial step, the assigned TRC technical reviewer will evaluate:

- Utility data summary (SCPPA Member-provided)
- Description of custom project energy efficiency measures (EEMs)
- Energy savings calculations



- **Technical Review of Calculation (Customer Developed)**

Consultant's technical reviewer will provide a review of the customer supplied energy savings calculations, as described above. The technical review of calculations has many of the same steps that go into the creation of energy savings calculations. During technical review of the energy savings calculations provided, the reviewer will emphasize answering the following questions:

- Are the calculations completed using an approved tool?
- Are the calculations transparent and easily followed or verified?
- How do the calculation inputs and assumptions align with data confirmed or collected in the field during the site visit? The calculations should be in harmony with the information verified during inspection (for both pre- and post-installation).
- Does the project scope align with what is represented in the calculations? For example, if the project scope is for a chiller replacement, it does not make sense that the calculations would include energy savings for air-side equipment improvements.

- In a building energy model, is it calibrated to the utility data in accordance with ASHRAE Guideline 14?
- Do the calculations align with the calculation methodology (if provided)?
- Do the calculations produce reasonable energy savings results? If not, verify by further investigation or discussion with the developer of the calculations.

○ **Technical Review Report, Post-Installation**

Consultant will deliver technical review summary reports that meet SCPPA Member requirements. The post-installation technical review deliverable serves as a means for communicating the results of the technical review process. Deliverables include:

- Approved Savings Values (with clear variance explanations)
- Scope & Energy Savings Narrative
- Inspection Summary & Key Findings
- Baseline & Code Compliance Overview
- Measurement & Verification Results
- Transparent Calculation Methodology
- Project Cost Review & Notes
- Complete Supporting Documentation (Appendices)
- All Required SCPPA Templates + System Updates

Consultant will complete the technical review report in the latest template. Once complete, the technical reviewer will update any project tracking sheet to reflect the status of the effort.

○ **Communication**

Consultant through well-established communication channels, will follow SCPPA Member communication protocols, including, but not limited to:

- Providing periodic documentation of projects in the project tracking sheet
- Participating in periodic conference calls with SCPPA Member stakeholders to discuss relevant topics related to policy, process, and or feedback
- Providing weekly project status reports on all active projects in the pipeline via SCPPA Member-designated systems and or the tracking templates

● **Equipment Inspections**

Consultant will conduct thorough on-site and remote inspections, meeting SCPPA Member-specific program requirements. Consultant will confirm every measure is installed correctly and functions as intended.

For projects requiring site visits, the assigned technical reviewer will:

- Develop a project-specific site visit checklist. The checklist will serve to inform the

project stakeholders of what will be documented and verified by the reviewer while on site. This checklist will focus on the following:

- Nameplate information for existing (pre-install) or new (post-install) equipment, including capacity, electrical details, and efficiencies
- Quantity of impacted equipment
- Document age and general condition of equipment
- Control details on equipment, such as schedule and setpoints
- Primary use of equipment, to determine how equipment fits into facility process or operation
- Document any existing trend data capabilities
- List of areas that will need to be accessed during visit
- List of specific staff that will be needed, for example, an electrician for M&V
- Discussion of any recent facility or operation changes that may impact the equipment
- TRC will follow SCPPA Member inspection and safety guidelines, document the site visit using the current technical review form, and provide results in the preferred data format(s).

- **Third-Party Contractor Oversight**

Consultant will provide third-party contractor oversight services to support SCPPA Member programs and projects. Consultant will apply its understanding of SCPPA Member processes, program objectives, and existing workflows to support continuity, coordination, and consistent oversight of ongoing activities.

Consultant will review contractor work products and technical deliverables to support compliance with SCPPA Member requirements, program standards, and project objectives. Services can include review of engineering designs, construction plans, reports, drawings, specifications, energy savings calculations, measurement and verification plans, and other technical documentation. Consultant can also coordinate with SCPPA Members and contractors to address technical issues, support timely resolution of comments, and promote consistent project execution.

Consultant will assist SCPPA Members in verifying that third-party contractors comply with applicable program, technical, financial, and contractual requirements. Services can include site visits, measurement and verification (M&V), validation of installed measures against approved designs and specifications, and review of contractor activities to support quality assurance, defensibility, and alignment with program requirements.

- **Program Support Tools**

Consultant will provide program support tools to assist SCPPA Members with field data collection, reporting, quality control, and program administration. Tools can be configured to align with Member-specific program requirements and may include mobile and web-based applications, inspection forms, dashboards, and reporting templates.

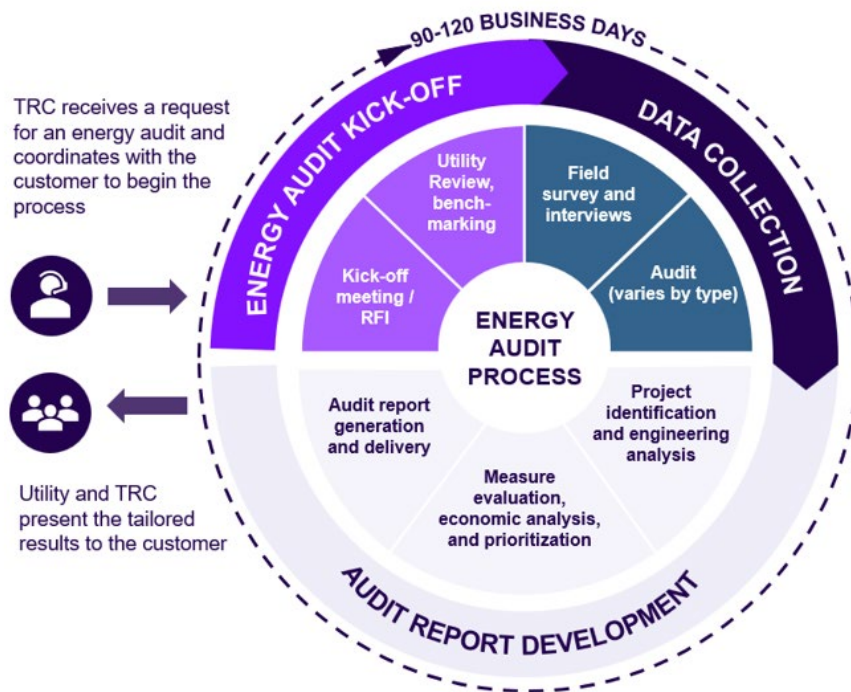
Consultant can support field staff in documenting installed measures, recording observations,

capturing photos, and generating draft inspection or audit reports. Consultant can also provide tools that support tracking of project status, quality control findings, savings documentation, and other program performance metrics.

- **Energy Audits**

Consultant will provide energy audit services for SCPPA Members to identify energy savings opportunities, demand reduction strategies, electrification opportunities, and related operational improvements. Audit services can be tailored to facility type, customer needs, and Member program objectives.

A typical energy audit process is illustrated in the graphic below.



Consultant can perform ASHRAE Level I, II, and III audits, as well as water audits, retrocommissioning assessments, and electrification audits, depending on the scope and objectives of the assignment. Services can include audit kickoff coordination, utility bill and tariff review, benchmarking, site data collection, equipment inventory, operational assessment, and engineering analysis of existing building systems and processes.

Consultant can identify and evaluate opportunities related to HVAC systems, lighting, controls, central plants, motors and drives, building envelope improvements, domestic hot water, and other end uses. Where applicable, Consultant can also assess opportunities for fuel switching, heat pump adoption, solar, battery storage, and EV charging infrastructure as part of a broader electrification strategy.

Audit services can include development of recommended measures, estimated implementation costs, projected energy and demand savings, simple payback, and supporting technical rationale. For more complex projects, Consultant can apply more detailed

engineering analysis, including energy modeling, bin analysis, direct measurement, or short-term monitoring, as appropriate to the audit level and project significance.

Consultant can prepare audit reports organized to support customer understanding, project prioritization, and next-step decision-making. Reports can be developed to align with applicable program requirements and, where requested, can be structured to support compliance with ASHRAE Standard 211. Consultant can also incorporate available incentives, funding opportunities, and bundling strategies to help SCPA Members and their customers evaluate practical pathways for implementation.

3. Energy Efficiency Incentive and Demand Reduction Programs Evaluation and Reporting

Consultant will provide evaluation and reporting services to support transparent, accurate, and actionable assessment of SCPA Member energy efficiency and demand reduction programs. Services can include program performance analysis, savings verification, reporting support, and development of documentation needed for program oversight, compliance, and decision-making.

Consultant can support evaluation activities at the project, measure, program, or portfolio level using applicable technical, analytical, and regulatory methodologies. Consultant can also prepare reports and supporting materials that summarize program activity, expenditures, participation, savings, and other relevant performance indicators.

- **Savings and Cost Verification**

Consultant will provide savings and cost verification services to support accurate reporting of energy savings, demand reductions, incentive expenditures, and project costs. Services can include review of project documentation, savings calculations, invoices, and supporting technical materials.

Consultant can verify that reported savings and costs are consistent with approved methodologies, program requirements, and project scope. Consultant can also identify discrepancies, document findings, and support resolution of issues needed to maintain program defensibility and reporting accuracy.

- **Cost-Effectiveness Analysis**

Consultant will provide cost-effectiveness analysis services for SCPA Member measures, projects, programs, and portfolios. Analyses can be performed using applicable industry and regulatory methodologies and can be tailored to Member objectives, program design needs, and reporting requirements.

Services can include development of assumptions, review of measure inputs, estimation of costs and benefits, screening of proposed offerings, and preparation of supporting documentation. Consultant can also assist SCPA Members in evaluating alternative

program designs, incentive structures, and measure packages to support informed decision-making.

- **Site Inspections**

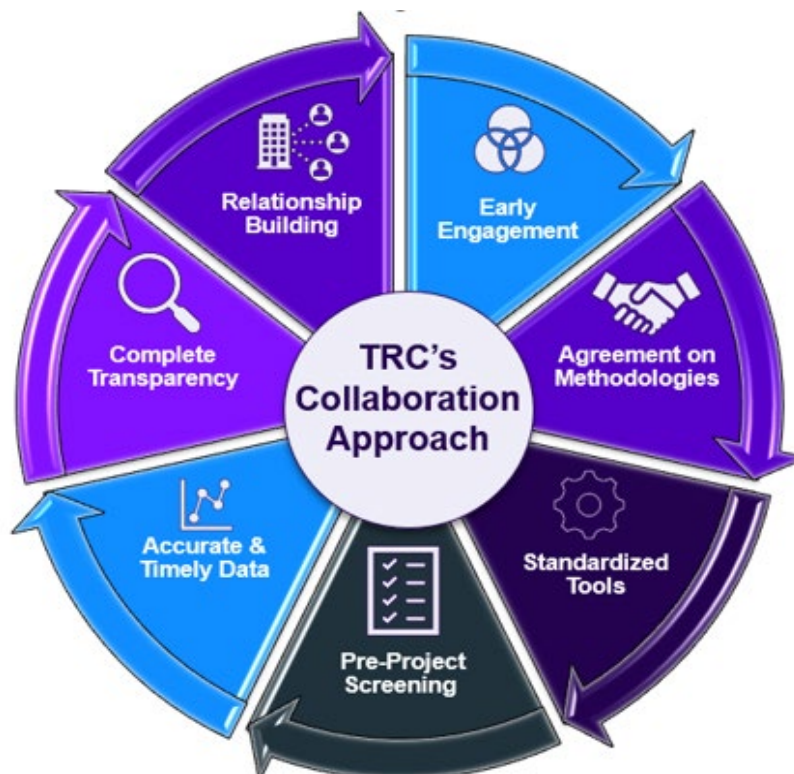
Consultant will conduct on-site and remote inspections to support project verification, quality assurance, and program compliance. Inspections can be performed for proposed or completed projects and can be tailored to SCPPA Member program requirements.

Services can include verification of installed equipment, confirmation of quantities and operating conditions, documentation of nameplate data and controls, photo documentation, and identification of issues affecting eligibility, savings, or performance. Consultant will document inspection results using applicable forms, tools, and reporting formats specified by SCPPA Members.

- **Evaluation, Measurement, and Verification (EM&V)**

Consultant will provide evaluation, measurement, and verification services to support rigorous, transparent, and actionable assessment of SCPPA Member energy efficiency and demand reduction programs. Consultant has extensive experience conducting program- and project-level evaluations for utilities, joint agencies, and public entities, including work with California investor-owned and municipal utilities. Services can be tailored to Member needs and California program requirements.

The following graphic illustrates TRC's Collaboration Approach for EM&V Support.



Consultant can perform impact analysis, process evaluations, data synthesis, and technical reporting to support program oversight, savings validation, and continuous improvement. Consultant can prepare comprehensive reports and supporting documentation designed to clearly present methods, findings, and recommendations in formats suitable for Member review, management use, and board-level reporting. Consultant can also support preparation of EM&V reports and related documentation consistent with applicable state data protocols and reporting requirements.

Consultant can support SCPPA Members with both direct EM&V services and coordination with external evaluators. Services can include early coordination on evaluation approach, review of data collection needs, establishment of communication protocols, response to evaluator data requests, coordination of interviews, development of program metrics, retention of supporting savings documentation, and provision of tracking system access or custom reports needed to support evaluation activities.

Consultant can work with SCPPA Members to develop data and documentation strategies that strengthen the credibility of reported kWh and kW savings and improve alignment between program implementation and evaluation priorities. Services can include refinement of data collection tools, incorporation of research objectives into program delivery, and periodic updates to evaluation support approaches based on evolving goals, metrics, key performance indicators, and evaluator feedback.

Consultant can also provide regulatory support related to EM&V and program reporting. Services can include management of data calls, compliance validation, support for program design, drafting of filing components, preparation of reports, letters, and formal documentation, and coordination with stakeholders, municipalities, and regulatory entities. Consultant will work collaboratively with SCPPA Members to address requests, revise submissions, and support regulatory transparency and accountability.

4. Member Electric Utility Fleet Electrification Program Assistance Services

Consultant will provide electric utility fleet electrification assistance services tailored to the operational and regulatory needs of SCPPA Members. Services can support planning for electric utility fleet transition, charging infrastructure, compliance obligations, and related operational considerations.

Consultant can assist Members in evaluating electric utility fleet vehicle replacement opportunities, infrastructure needs, operational impacts, costs, and implementation strategies. Such Electric Utility Fleet Electrification Program Assistance Services can also support alignment with Member sustainability goals, reliability requirements, and applicable regulatory programs.

- **EV Electric Utility Fleet Opportunity Assessment**

Consultant will provide EV fleet opportunity assessments to evaluate fleet composition,

operating characteristics, and electrification potential for SCPPA Member electric utility fleets. Assessments can be based on fleet goals, operational data, asset mix, duty cycles, and other Member-specific requirements.

Services can include electric utility fleet inventory review, analysis of vehicle usage patterns, identification of electrifiable vehicles, estimation of charging demand, total cost of ownership analysis, and high-level greenhouse gas reduction estimates. Outputs can be provided through dashboards, summary reports, and other planning tools that support Member decision-making.

- **Electric Utility Fleet Charging Implementation Planning**

Consultant will provide fleet charging implementation planning services for SCPPA Member electric utility fleet facilities. Plans can be tailored to the operational characteristics of electric utility fleets, including specialized equipment, storm response obligations, mutual aid requirements, and the Member's role as both fleet operator and grid operator.

Services can include charger siting and sizing, charging strategy development, infrastructure planning, electrical capacity review, phased implementation recommendations, and coordination of charging needs with electric utility fleet operations. Consultant can also prepare site-specific plans that support practical and scalable electric utility fleet electrification deployment.

- **Advanced Clean Fleets Support for SCPPA Member Electric Utilities**

Consultant will provide support related to Advanced Clean Fleets (ACF) requirements and associated fleet compliance planning for SCPPA Members' electric utilities. Consultant recognizes that ACF is a primary regulation affecting Member electric utility fleets, but it is not the only requirement that must be considered. A credible compliance strategy should also account for related regulations that may affect the same vehicles on different timelines or impose different technology requirements, including Clean Truck Check (CTC), U.S. EPA new engine emission standards, off-road equipment regulations, and local air district requirements. Consultant can support SCPPA Members in evaluating this broader regulatory landscape and in developing compliance strategies that reflect the full regulatory framework rather than ACF alone.

Consultant can support fleet transition planning by building on the EV Fleet Opportunity Assessment and aligning fleet replacement strategies with the compliance pathway selected by the Member. This can include modeling the Member's planned vehicle purchases and replacement schedule against applicable ACF requirements, identifying the years in which compliance obligations become binding, and developing procurement approaches that support compliance at the lowest reasonable cost. Strategies may include accelerating ZEV procurement where suitable vehicles are commercially available and aligning conventional vehicle retirements with the timing of viable ZEV replacements within the Member's existing replacement cycle.

Consultant can also assist SCPPA Members in evaluating vehicle categories and equipment

types that present challenges under current market conditions, including specialized utility vehicles for which commercially available ZEV equivalents may be limited or operationally unsuitable. Services can include assessment of eligibility for available ACF exemptions and extensions, such as daily usage exemptions, mutual aid exemptions, infrastructure construction delay extensions, and specialized vehicle ZEV purchase exemptions. Consultant can prepare the supporting analysis and documentation needed to help Members develop defensible exemption or extension requests, while recognizing that the Member retains final decision-making authority and responsibility for submitting any formal applications.

Consultant can support the documentation and reporting obligations associated with ACF compliance. Services can include assistance with vehicle inventory disclosures, ZEV purchase reporting, exemption and extension documentation, and development of recordkeeping practices designed to support audit readiness and reduce compliance risk. Consultant can also support the annual reporting cycle and help coordinate the internal inputs needed from fleet, facilities, procurement, legal, and other departments involved in compliance.

Consultant can further develop operational, financial, and infrastructure impact assessments to help SCPPA Members understand issues that may affect their ability to maintain utility fleet operations while complying with ACF. These assessments can include:

- Identification of vehicle categories where ZEV availability or operational fit is insufficient to meet current compliance timelines;
- Evaluation of infrastructure investments required at each fleet domicile, including lead times relative to Member service upgrade processes;
- Financial impact analysis addressing vehicle cost premiums, charging infrastructure capital costs, operating cost differences, and available incentives;
- Operational impact analysis addressing storm response, mutual aid, off-road equipment, and other utility-specific operating requirements; and
- Development of a recommended compliance approach, including identification of exemptions or extensions the Member may wish to pursue.

These analyses can provide SCPPA Members with defensible documentation to support internal planning, cross-departmental coordination, responses to Board inquiries, and discussions with regulators.

5. General Engineering Services

Consultant will provide general engineering services to support SCPPA Member energy, electrification, and infrastructure initiatives. Services can include technical analysis, engineering

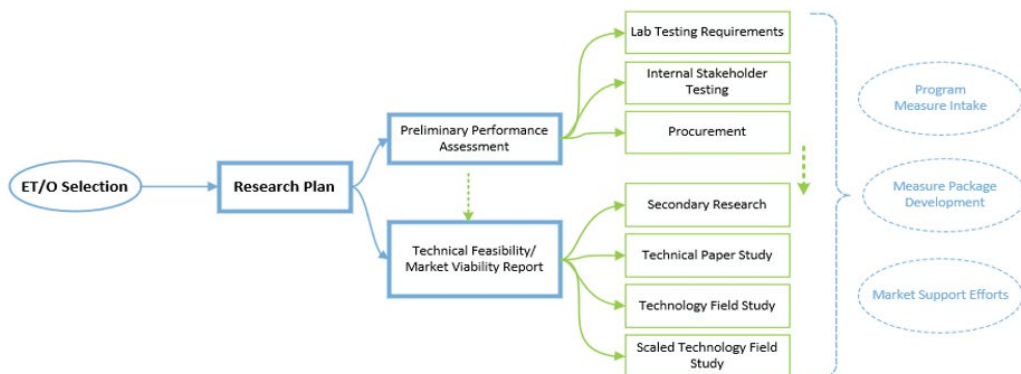
review, feasibility assessment, performance evaluation, and development of recommendations for projects, technologies, and program measures.

Consultant will assemble appropriate engineering, analytical, and technical resources based on the scope and complexity of each assignment. Services can be tailored to support planning, implementation, verification, and ongoing program or project needs.

- **Technology Assessment**

Consultant will provide Technology Assessment (Emerging Technology/Opportunity) services to help SCPPA Members evaluate emerging technologies for potential pilot, program, and market application. Consultant has extensive experience supporting California utilities with ET/O work, including literature reviews, stakeholder engagement, market and supply chain assessments, laboratory studies, field studies, and technology-to-portfolio planning.

The following graphic summarizes TRC's Emerging Technology/Opportunity Process.



Consultant will develop a research plan for each ET/O project to define the technology or opportunity, key research questions, evaluation approach, data needs, risks, scope, schedule, deliverables, and stakeholder coordination. Consultant can tailor the assessment pathway based on the maturity of the technology and the intended outcome.

Services can include preliminary performance assessments, secondary research, technical feasibility studies, market viability studies, building energy modeling, laboratory testing coordination, internal stakeholder testing, and single-site or scaled field studies. Consultant can support SCPPA Members in selecting the appropriate approach and, where needed, combine methods to address technical, operational, and market questions.

Consultant can prepare reports summarizing technology readiness, customer and market considerations, energy savings potential, implementation issues, benefits, and recommendations for program uptake or further study. Assessments can also include

Technology-to-Portfolio and Technology-to-Market considerations to support transition from research to broader program adoption.

- **System Performance Testing**

Consultant will provide system performance testing services to assess equipment and system operation under actual or controlled conditions. Testing can be used to support project verification, troubleshooting, baseline assessment, post-installation review, or evaluation of technology performance.

Services can include development of testing plans, field measurements, trend analysis, review of operating sequences, and interpretation of results. Consultant can document findings and provide recommendations to support improved performance, savings realization, and operational reliability.

- **Distributed Generation Evaluation**

Consultant will provide distributed generation evaluation services to help SCPPA Members assess the technical feasibility, system integration requirements, operational impacts, and energy and demand benefits of distributed energy resources (DERs). Evaluations can focus on resources such as solar photovoltaic (PV) and battery energy storage systems (BESS) and are intended to help Members reduce energy costs, manage demand, improve resilience, and support sustainability goals. DER evaluations are typically performed as part of energy audits, but they can also be conducted as a standalone service.

Consultant will begin with a pre-site evaluation and data collection process to define project goals and identify the benefits the Member is seeking through DER deployment. This can include review of 36 months of utility billing data, 12 months of interval load data, electrical single-line drawings, roof and structural plans, and other supporting information such as usable solar areas, roof condition, and existing DER or backup systems. This upfront review helps focus the site visit on the technical details needed to develop a practical DER strategy.

Consultant can then perform a site visit and technical assessment to evaluate solar and storage feasibility, siting constraints, electrical integration needs, and operational considerations. The assessment can include review of facility load characteristics, solar siting conditions, battery location options, and electrical infrastructure such as switchgear, transformers, and distribution equipment to identify any required upgrades.

Following the site visit, Consultant can prepare a post-site analysis and preliminary design tailored to the Member's goals. This can include:

- Energy and demand benefits analysis, including potential for peak shaving, load shifting, and demand charge reduction;
- System sizing and optimization for solar PV and BESS configurations;
- Gross cost estimates covering equipment, installation, and maintenance, with consideration of incentives such as the IRA Investment Tax Credit; and

- Feasibility and risk assessment, including infrastructure upgrades, structural considerations, and permitting or environmental issues.

Consultant can summarize the expected value of DER deployment in terms of reduced energy costs, demand charge management, grid support, GHG reduction, and improved operational efficiency. Where requested, Consultant can also provide optional support beyond the initial evaluation, including detailed design support, financial modeling, vendor-neutral technical specifications, bid review, and assistance with grants, rebates, and other funding applications.

- **Codes and Standards Assessment**

Consultant will provide codes and standards assessment services to help SCPPA Members evaluate, develop, and implement building and equipment standards that support energy efficiency, demand reduction, electrification, and related program objectives. Services can support alignment with applicable regulatory requirements while identifying opportunities to advance energy savings, reduce greenhouse gas emissions, and promote practical, equitable energy solutions.

Consultant can assess proposed or adopted codes and standards by analyzing relevant technologies and measures for energy savings potential, market readiness, technology maturity, and compliance feasibility. Services can include energy simulation, life cycle cost analysis, market research, and review of impacts on utility programs and customer adoption. Analysis can address systems such as water heating, HVAC, ventilation, lighting, building electrification, and building envelope components.

Consultant can also support stakeholder engagement and outreach in coordination with SCPPA Members. This can include outreach to building officials, manufacturers, industry associations, designers, builders, and contractors; facilitation of stakeholder meetings; collection of feedback on proposed code changes; and refinement of recommendations based on stakeholder input.

Services can include market analysis and technology research to evaluate construction trends, product availability, baseline installation practices, and barriers to adoption. Consultant can also assess broader impacts related to energy equity and environmental justice to help SCPPA Members consider how proposed standards may affect different communities and market segments.

Consultant can provide technical drafting support for code language and supporting documentation, including development of proposed language for standards, appendices, and related technical references. Consultant can also identify needed updates to modeling assumptions or compliance tools to support implementation and enforcement.

Consultant can perform cost-effectiveness and feasibility analysis for proposed measures and measure packages across residential, commercial, and multifamily applications. This can include prototype simulation, cost data collection, comparison of savings benefits to implementation costs, and development of recommendations that support reach codes or

other standards that exceed statewide minimum requirements.

Consultant can also support compliance and reporting activities, including identification of enforcement challenges, documentation of attribution for utility savings claims, and preparation of public-facing reports or technical memoranda. Where requested, Consultant can assist SCPPA Members and local jurisdictions with reach code development, including analysis, documentation, and recommendations to support adoption of higher-efficiency or all-electric standards.

- **Staff Training and Development**

Consultant will provide staff training and development services to support SCPPA Member program administration, technical review, field verification, and technology adoption efforts. Services can include development and delivery of training materials, technical guidance, presentations, and other educational resources.

Consultant can provide training for Member staff, contractors, operators, or other stakeholders on topics such as program requirements, inspection procedures, savings methodologies, equipment operation, maintenance practices, electrification technologies, and related technical

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Pricing for 2026 is based on 2026 rates, and pricing for 2027 is based on 2027 rates on time and materials. TRC would work with each member to properly price services based on specific project requirements, provided that any such pricing shall be subject to compliance with SCPPA and Member procurement requirements, as applicable. This may include fixed fee pricing in addition to time and materials. TRC assumes a regular 3% escalation of rates each calendar year.

Labor Classification	FY26 Billing Rates (\$/Hr)	FY27 Billing Rates (\$/Hr)
Vice President	\$343	\$353
Director II	\$318	\$328
Director I	\$252	\$260
Engineer V	\$227	\$234
Engineer IV	\$202	\$208
Project Manager I	\$181	\$187
Engineer III	\$161	\$166
Engineer II	\$142	\$146
Engineer I	\$121	\$125

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 Dollars (\$1,000,000) (the "Not to Exceed Amount"). 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.

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.