



SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

## REQUEST FOR PROPOSALS FOR

### Auditing Services for the Magnolia Power Project & the Tieton Hydropower Project

ISSUANCE  
DATE:

January 12, 2023

RESPONSE  
DEADLINE:

May 1, 2023

#### I. INTRODUCTION

The Southern California Public Power Authority (SCPPA), on behalf of its Member agencies, is hereby soliciting competitive proposals for auditing services as described below in Section III.

Responses to this RFP are due on or before **May 1, 2023**, as described below in Sections IV and VI.

#### II. BACKGROUND

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

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

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## III. AREAS OF INTEREST

Certain SCPPA Members have expressed interest in Auditing Services to meet the needs of their municipalities as follows:

### 1. Magnolia Power Project

#### ***Background***

- The Magnolia Power Project (MPP) is a 320-megawatt natural gas-fired, combined cycle plant and is the first project to be wholly owned and operated by SCPPA members. MPP became operational in 2005 on three acres of the Burbank Water & Power (BWP) generating station complex in the City of Burbank. MPP currently has approximately 38 employees with a FY 22-23 operating budget of approximately \$56 million, including debt service, fuel, Operations & Maintenance, Major Maintenance, Capital Improvements and SCPPA Administrative & General costs.
- Pursuant to the Magnolia Power Project Construction Management and Operating Agreement and its Amendment (Agreement), the City of Burbank (Burbank) is the Operating Agent for the MPP on behalf of SCPPA. The SCPPA Members that participate in this Project include, in addition to Burbank, the Cities of Anaheim, Cerritos, Colton, Glendale and Pasadena (collectively, the MPP Participants). In the capacity of Operating Agent, Burbank is responsible for the planning, budgeting, operating, and maintenance of the Project. These activities include, but are not limited to, (1) the preparation, submission and maintenance of the annual operating budget, including the Operator's cost of operating work and capital improvements, (2) preparation of quarterly reports comparing actual operating costs to budgeted operating costs, and (3) preparation of monthly billings to recover Burbank's reimbursable Project costs.
- The Agreement provides that the Project Operating Agent's activities are subject to audit by the MPP Participants.

#### ***Purpose***

- The purpose of the proposed audit is to continue a systematic and recurring evaluation of the financial-based activities of the Operating Agent on behalf of the MPP Participants. That evaluation should be conducted by an independent, external, California-licensed certified public accounting firm that has extensive experience with electric utility and municipal government operations; and the evaluation should include a financial audit of MPP's Operating Agent's financial reporting and payment requests for the Project utilizing current industry best practices.

#### ***Scope***

- The audit shall include testing, review and analysis sufficient to express an opinion on the fairness and reasonableness, in all material respects, of Operating Agent's financial reporting and payment requests for operating activities for the Fiscal Years Ended June 30, 2020 through June 30, 2022, including but not limited to:
  1. Budget to actual reporting of operating expenses

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2. Charges and billings for direct labor and the application of the overhead rate adder
3. Charges and billings for warehousing services
4. Charges and billings for operating goods, supplies and services
5. Charges and billings for capital improvements and capital asset purchases

## ***Deliverables***

- The auditor will prepare a project-specific report on its findings related to the audit of the Operating Agent's financial reporting and payment requests and present the findings to the Magnolia Coordinating Committee. The report and presentation shall include, but not limited to:
  1. Findings of the auditor
  2. Recommendations of the auditor
  3. Any responses by the Operating Agent to any audit findings and recommendations

## ***Assumption***

- Based on the results of the annual financial audits of Burbank by independent external auditors, an audit of the MPP Operating Agent's financial reporting and payment requests can proceed under the assumption that the internal controls and automated financial systems of Burbank, for the requested audit period, are reliable and do not require further testing.

## ***Attachment A***

- MPP Operations Reports for FYE June 30, 2020-June 30, 2022

## **2. Tieton Hydropower Project**

### ***Background***

- The Tieton Hydropower Project (THP) consists of a "run-of-the-reservoir" hydroelectric generation facility, comprised of a powerhouse, a 21-mile 115 kV transmission line, and other related assets, property, and contractual rights. The powerhouse, comprised of two Francis turbines and accompanying generators, and has a nameplate capacity of 13.6 MW. The powerhouse began commercial operation on September 5, 2006. Average annual generation from the facility is approximately 48,000 MWhs. On November 30, 2009, SCPPA acquired the Tieton Hydropower Plant pursuant to an Asset Purchase Agreement, dated as of October 19, 2009. The facility is operated by a third-party operator, Energy Northwest, which provides supervision, labor, materials and equipment necessary to perform route non-emergency maintenance of the facility.
- Pursuant to the THP Project Management Agreement (Agreement), Burbank Water & Power (Burbank) is the Project Manager for the THP on behalf of SCPPA. The SCPPA Members that participate in this Project include, in addition to Burbank, the City of Glendale (collectively, the Participants). In the capacity of Project Manager, Burbank is responsible for the planning, budgeting, operating, and maintenance of the Project. These activities include, but are not limited to, (1) the preparation, submission and maintenance of the operating budget, including the Operator's cost of operating work and capital improvements, (2) quarterly preparation of

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periodic reports comparing actual operating costs to budgeted operating costs, and (3) monthly billings to recover Burbank's reimbursable Project costs.

- The Agreement provides that the Project Manager's activities are subject to audit by the Participants.

### ***Purpose***

- The purpose of the proposed audit is to continue a systematic and recurring evaluation of the financial-based activities of the Project Manager on behalf of the THP Participants. That evaluation should be conducted by an independent external California licensed certified public accounting firm that has extensive experience with electric utility and municipal government operations; and the evaluation should include a financial audit of the THP Project Manager's financial reporting and payment requests for the Project utilizing current industry best practices.

### ***Scope***

- The audit shall include testing, review and analysis sufficient to express an opinion on the accuracy of Operating Agent's financial reporting and payment requests for operating activities for the Fiscal Years Ended June 30, 2020 through June 30, 2022, including but not limited to:
  1. Budget to actual reporting of operating expenses
  2. Charges and billings for operating goods, supplies and services
  3. Charges and billings for capital improvements and capital asset purchases

### ***Deliverables***

- The auditor will prepare a project-specific report on its findings related to the audit of the Operating Agent's financial reporting and payment requests, and present the findings to the Tieton Coordinating Committee. The report and presentation shall include but not be limited to:
  1. Findings of the auditor
  2. Recommendations of the auditor
  3. Any responses by the Project Manager to any audit findings and recommendations

### ***Assumption***

- Based on the results of the annual financial audits of Burbank by independent external auditors, an audit of the operating Agent's financial reporting and payment requests can proceed under the assumption that the internal controls and automated financial systems of Burbank, for the requested audit period, are reliable and do not require further testing.

### ***Attachment B***

- THP Operations Reports for FYE June 30, 2020-June 30, 2022

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**IV. TIMELINE / SCHEDULE\***

<b>SCPPA RFP FOR Auditing Services for the Magnolia Power Project &amp; the Tieton Hydropower Project SELECTION PROCESS</b>	
<b>SCHEDULE OF REQUIREMENTS</b>	<b>TARGET DATE(S)</b>
Issue RFP	January 12, 2023
Clarification Questions Due	April 7, 2023
Responses to Clarification Questions Due	April 14, 2023
Responses Due	May 1, 2023
Review of Responses	May 1-12, 2023
Interviews (If Necessary)	May 15-17, 2023
Selection of Respondent(s)	May 17, 2023
Notice of Intent to Award (following contract negotiation, but prior to any Board approval)	May 29, 2023

\*Timeline/Schedule is subject to change.

**V. PROPOSAL SUBMISSION REQUIRED ELEMENTS**

**1. TRANSMITTAL LETTER CONTENT:**

- A.** A brief statement of the Respondent's understanding of the work to be done and commitment to perform the work as scheduled, including:
  - I.** statement of work specifications; and
  - II.** reference to any proposed contractual terms and conditions required by the Respondent; and
  - III.** a summary of exceptions taken to the RFP requirements; and
  - IV.** any and all expectations from SCPPA including, but not limited to: requirements definitions, strategy refinement, and staffing requirements to support the proposed project or program implementation.
  
- B.** An officer authorized to bind must sign the proposal on behalf of the Respondent and must include the following declarations on the transmittal letter:

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

### **2. RESPONDENT INFORMATION:**

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

### **3. PROPOSAL:**

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

### **4. FEES:**

Pricing in all Proposals should be provided separately for each project (MPP and THP) and shall be made based on good faith estimates of the requirements defined in this RFP. Please include all necessary details of specific examples or estimates of the fees, labor rates and service charges. Describe how the fees, rates or charges will be determined. Respondents shall also provide a breakdown of the applicable overheads and fringe benefit costs that are part of any labor rates and other direct costs associated with the services to be performed.

### **5. EXPERIENCE:**

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

- A. Describe your firm's experience as may be applicable to this RFP, your organizational structure, management qualifications, and other contract related qualifications, including number of years firm has been in business. Include the type of organization (corporation, partnership, or individual-owned).

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- B.** Specify key individuals and describe their qualifications, experience and duties related to this RFP, including the office location(s) where work will be performed, in addition to the physical street address referenced above.
- C.** Provide a commitment statement for the retention and use of key individuals as proposed, their availability to initiate and sustain the proposal, as well as planned supplemental individuals if key personnel are not available to assure project delivery.
- D.** State whether Respondent will use subcontractors to perform services pursuant to the contract. Should the use of subcontractors be offered, the Respondent shall provide the same assurances of competence for the subcontractor, plus the demonstrated ability to manage and supervise the subcontracted work. Subcontractors shall not be allowed to further subcontract with others for work. The provisions of any contract resulting from this RFP shall apply to all subcontractors in the same manner as to the Respondent.
- E.** Respondent shall indicate any and all pending litigation that could affect the viability of Respondent's proposal, continuance of existing contracts, operation or financial stability.

### **6. REFERENCES:**

- A.** Describe whether the Respondent has, within the last five (5) years, rendered any service to SCPPA or to any of SCPPA's Members, either as a contractor or subcontractor, either under the current Respondent's name or any other name or organization. If so, please provide details (status as prime or subcontractor, brief description of the contract, contract start and end date, the contract administrator name, and total actual contract expenditures).
- B.** If the Respondent has not rendered any service within the last five (5) years to SCPPA or to any of SCPPA's Members, then please provide references over that period with the details described above including the counterparty for which services were provided.
- C.** Identify existing related or relevant projects which Respondent developed and/or operates that would demonstrate Respondent's capabilities in this area.
- D.** Describe relevant project experience, approach, and provide a list of references for similar projects completed.

### **7. CONFLICTS OF INTEREST AND COLLUSION**

- A.** Respondent must address in its response possible conflicts of interest with SCPPA and SCPPA Members. Such conflicts may include, but are not limited to, representation of clients that are adverse to SCPPA or SCPPA Members or the existence of lawsuits between

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Respondent and SCPPA or SCPPA Members. Although the Respondent will not be automatically disqualified by every circumstance that may raise a conflict of interest, SCPPA reserves the right to consider the nature and extent of such work in evaluating the proposal.

- B. Respondent must not offer nor provide SCPPA employees with gifts or promises of remuneration, no matter how small, while Respondent's proposal is under consideration or thereafter.
- C. Respondent must not collude, directly or indirectly, among other respondents in regard to the amount, terms, or conditions of its proposals. Respondent must not share its proposal with any other entity other than SCPPA until SCPPA notifies all respondents that negotiations with the successful respondent are complete via SCPPA's Notice of Intent to Award.

### 8. EXCEPTIONS TO SCPPA AGREEMENT:

- A. The Respondent recommended for award under this solicitation will be subject to the terms and conditions of the SCPPA **Professional Services Agreement ("PSVCA")**. A pro forma copy of the **PSVCA** has been attached hereto for reference as "Attachment C". To facilitate timely implementation of the services, Respondent must review and provide a redline of the PSVCA, and supporting commentary, identifying any exceptions to the terms and conditions identified therein. The redline is required to be included as an attachment to the proposal submitted in response to the solicitation and proposed exceptions to the PSVCA's terms and conditions may be factored into SCPPA's evaluation of the Proposal. Changes to the PSVCA that are not included in the Proposal may not be considered.

## VI. PROPOSER QUESTIONS AND RESPONSES; INTERPRETATION OR CORRECTION OF RFP; ADDENDA

The deadline to submit Clarification questions on this RFP is **April 7, 2023**. All questions must be submitted electronically via email to [projects@scppa.org](mailto:projects@scppa.org) referencing Auditing Services for the Magnolia Power Project & the Tieton Hydropower Project in the subject line. During the RFP period, communications with SCPPA or its Members other than in the manner specified in this solicitation are prohibited.

All responses to Respondent questions will be posted in an anonymous format on SCPPA's website alongside the solicitation at <http://scppa.org/page/RFPs-Finance> as soon as a practicable after the date received, but no later than **April 14, 2023**. Any Addenda to the RFP will be issued in writing only and posted at <http://scppa.org/page/RFPs-Finance>. Addenda may be issued at any time prior to the submittal deadline. However, if any Addenda results in a



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material change to this RFP, as determined by SCPPA, SCPPA will extend the submittal deadline by not less than seventy-two (72) hours. Addenda and responses to questions posted to <http://scppa.org/page/RFPs-Finance> shall be considered sufficient notice to Respondents.

A Respondent must not rely on, and SCPPA and its Members are not bound by, purported clarifications, interpretations, corrections, or changes to the RFP that are made verbally or in a manner other than as provided in this paragraph. It is the responsibility of potential Respondents to review the website for any and all postings.

## VII. PROPOSAL SUBMISSION DELIVERY REQUIREMENTS

One (1) electronic copy of your proposal and any supporting documentation must be received by [projects@scppa.org](mailto:projects@scppa.org) by no later than **04:00PM (PDT) – May 1, 2023**.

Additionally, one (1) hard copy of your proposal, including a transmittal letter of authentic offer, and any supporting documentation may be, but is not required to be, submitted with the electronic copy of your submittal, by no later than the time and date referenced above, to:

Southern California Public Power Authority  
Auditing Services for MPP & THP  
**Attention: Nicole Solano**  
1160 Nicole Court  
Glendora, California 91740

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

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

## VIII. TERMS AND CONDITIONS

1. SCPPA reserves the right to cancel this RFP at any time, reject any and all proposals and to waive irregularities.
2. SCPPA shall determine at its sole discretion the value of any and/or all proposals including price and non-price attributes.

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3. Proposals may be sub-divided or combined with other proposals, at SCPPA's sole discretion.
4. SCPPA shall perform an initial screening evaluation to identify and eliminate any proposals that are, for example, not responsive to the RFP, do not meet the minimum requirements set forth in the RFP, are not economically competitive with other proposals, or are submitted by Respondents that lack appropriate creditworthiness, sufficient financial resources, or qualifications to provide dependable and reliable services for this RFP.
5. SCPPA reserves the right to submit follow up questions or inquiries to request clarification of information submitted and to request additional information from any one or more of the Respondents.
6. SCPPA reserves the right, without qualification and in its sole discretion, to accept or reject any or all proposals for any reason without explanation to the Respondent, or to make any award to that Respondent, who, in the opinion of SCPPA, will provide the most value to SCPPA and its Members.
7. SCPPA may decline to enter into any potential engagement agreement or contract with any Respondent, terminate negotiations with any Respondent, or to abandon the request for proposal process in its entirety.
8. SCPPA reserves the right to make an award, at its sole discretion, irrespective of price or technical ability, if SCPPA determines that to do so would result in the greatest value to SCPPA and its Members.
9. Those Respondents who submit proposals agree to do so without legal recourse against SCPPA, its Members, their directors, officers, employees and agents for rejection of their proposal(s) or for failure to execute or act on their proposal for any reason.
10. SCPPA shall not be liable to any Respondent or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFP.
11. SCPPA shall not be liable for any costs incurred by any Respondents in preparing any information for submission in connection with this RFP process or any and all costs resulting from responding to this RFP. Any and all such costs whatsoever shall remain the sole responsibility of the Respondent.
12. SCPPA may require certain performance assurances from Respondents prior to entering into negotiations for work that may result from this RFP. Such assurances may potentially include a requirement that Respondents provide some form of performance security.

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13. Prior to contract award, the successful Respondent shall supply a detailed breakdown of the applicable overheads and fringe benefit costs that are part of the labor rates and other direct costs associated with the services to be performed.
14. SCPPA Members, either collectively or individually may contact Respondents to discuss or enter into negotiations regarding a proposal. SCPPA is not responsible or liable for any individual SCPPA Member's or Members' interactions with the Respondent which are not entirely conducted through SCPPA or at SCPPA's option or election to engage the Respondent as defined within the RFP.
15. Submission of a Proposal constitutes acknowledgement that the Respondent has read and agrees to be bound by the terms and specifications of this RFP and any addenda subsequently issued by SCPPA.
16. Information in this RFP is accurate to the best of SCPPA's and its Members' knowledge but is not guaranteed to be correct. Respondents are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with SCPPA.
17. SCPPA reserves the right to reject any Proposal for any reason without cause. SCPPA reserves the right to enter into relationships with more than one Respondent, can choose not to proceed with any Respondent with respect to one or more categories of services, and can choose to suspend this RFP or to issue a new RFP that would supersede and replace this RFP.
18. Respondents understand and acknowledge that proposals submitted in response to this RFP will be valid for a period of twelve (12) months from the "Responses Due" date indicated in the RFP Schedule. Respondents must clearly identify in their proposals if the proposal will be valid for a term lesser than the twelve (12) month term. After the twelve (12) month term, proposals from Respondent are no longer valid.

### **IX. ADDITIONAL REQUIREMENTS FOR PROPOSAL**

#### **1. INSURANCE, LICENSING, OR OTHER CERTIFICATION:**

If selected, the Respondent will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. SCPPA or its Members may require specific insurance coverage to be established and maintained during the course of work and as a condition of award or continuation of contract.

#### **2. SCPPA-FURNISHED PROPERTY:**

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

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### 3. CONTRACTOR-FURNISHED PROPERTY:

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

## IX EVALUATION CRITERIA

Respondent's proposal will be evaluated according to the following principles:

1. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
2. Depending on whether the SCPPA Board of Directors' ("Board") or Executive Director's approval is required under the Procurement Code, the evaluation team will make a recommendation to the Board or Executive Director, and the Board or Executive Director will determine whether to adopt or reject the evaluation team's recommendation. If the Board or Executive Director rejects the evaluation team's recommendation, the Board or Executive Director may direct the evaluation team to propose the next, qualified Respondent or to discontinue the RFP process altogether. In the event of a tie, the Executive Director may in his discretion seek a best and final offer from the tied Respondents.
3. The RFP response will first be assessed as to whether it is complete and meets the minimum qualification requirements on a pass or fail basis.
4. The RFP responses will then be evaluated on the basis of the following criteria:
  - a. Competitive Price
  - b. Experience
  - c. Service Offering
  - d. Completeness
  - e. References

**ATTACHMENT A**

MPP Operations Reports for FYE June 30, 2020-June 30, 2022

**MPP Operations Report**  
**For the Year-to-Date June 30, 2020**  
**FINAL**

June-20

	<u>FERC ACCT #</u>	<u>Annual Bud FY 19-20</u>	<u>YTD Bud FY 19-20</u>	<u>YTD Actual FY 19-20</u>	<u>Under (Over) Budget</u>
Debt Services	427.0000	\$16,288,448	\$16,288,448	16,288,450 (a)	(2)
Natural Gas Transport	547.0003	\$2,905,180	\$2,905,180	2,872,092	33,088
<b><u>OPERATING AND MAINTENANCE EXPENSES</u></b>					
<b>Generation Expenses</b>	548				
Recycled Water	548.0001	\$1,592,500	\$1,592,500	1,173,910	418,590 (A)
Demineralized Water	548.0003	\$275,000	\$275,000	198,473	76,527 (A)
Emissions Control Chemicals	n/a	\$65,000	\$65,000	41,790	23,210 (A)
Cooling Tower Chemicals	548.0004	\$230,500	\$230,500	228,304	2,196 (A)
Boiler Chemicals	548.0005	\$48,000	\$48,000	38,352	9,648 (A)
Lubrication and Gases	548.0006	\$80,000	\$80,000	69,233	10,767 (A)
CEMS Gases	548.1008	\$30,000	\$30,000	17,396	12,604 (A)
Waste Material	548.0007	\$15,000	\$15,000	10,925	4,075
Environmental Compliance	548.0008	\$40,000	\$40,000	49,131	(9,131)
Materials	548.0010	\$24,000	\$24,000	28,536	(4,536)
Sewer Charges	548.0011	\$7,200	\$7,200	554	6,646 (A)
Consultants	548.0070	\$137,375	\$137,375	44,388	92,987
Private Contractual Services	548.0750	\$55,300	\$55,300	69,238	(13,938)
Labor	548.0080	\$5,594,925	\$5,594,925	5,373,405	221,520
Classroom Instruction Training	548.0082	\$53,500	\$53,500	43,923	9,578
Software, Online Feeds	548.0081	\$6,300	\$6,300	-	6,300
ZLD Chemicals	548.0083	\$750,000	\$750,000	726,806	23,194 (A)
ZLD Labor	n/a	\$1,076,231	\$1,076,231	869,353	206,878
ZLD Consultants	548.0070	\$27,000	\$27,000	87,530	(60,530)
ZLD Materials	n/a	\$8,000	\$8,000	18,133	(10,133)
ZLD Waste Material	548.0087	\$425,000	\$425,000	357,104	67,896
		\$10,540,831	\$10,540,831	9,446,483	1,094,348
<b>Misc Power Generation Expenses</b>	549				
Utilities	549.0006	\$200,546	\$200,546	230,362	(29,816) (B)
Consultants	549.0070	\$60,000	\$60,000	39,475	20,525
		\$260,546	\$260,546	\$269,837	(9,291)
<b>Site Lease</b>	550.0000	\$431,021	\$431,021	431,021	-
<b>Maintenance of Generation Plant</b>	553				
Reserve for Other Major Maintenance	553.0000	\$1,127,395	\$1,127,395	1,127,395 (b)	-
Reserve for GE Major Maintenance	553.6001	\$6,916,667	\$6,916,667	6,916,667 (c)	-
GE Service Agreement and Repairs	553.6002	\$1,956,365	\$1,956,365	1,960,354	(3,989)
Other Plant Maintenance		\$725,000	\$725,000	60,631	664,369
Materials & Other Expenses	553.0010	\$260,252	\$260,252	177,752	82,501
Lubrication/Gases	n/a	\$35,000	\$35,000	45,096	(10,096)
Consultants	553.0070	\$145,000	\$145,000	38,518	106,482
Private Contractual Services	553.0071	\$75,000	\$75,000	719,808	(644,808)
Mechanical Labor	553.0032	\$1,673,058	\$1,673,058	1,317,969	355,089 (D)
Electric Labor	553.0080	\$1,000,766	\$1,000,766	915,473	85,292 (D)
Instr Controls Labor	553.0030	\$957,398	\$957,398	645,458	311,941 (D)
Classroom Instruction Training	553.0082	\$55,000	\$55,000	6,347	48,653
ZLD Mechanical Labor	553.0083	\$872,836	\$872,836	650,500	222,335
ZLD Electric Labor	553.0084	\$53,135	\$53,135	104,604	(51,468) (E)
ZLD Instr Controls Labor	553.0085	\$108,396	\$108,396	57,614	50,781 (E)
ZLD Maintenance Materials	553.0086	\$300,000	\$300,000	169,689	130,311
<b>Subtotal Maintenance of Generation Plant</b>		\$16,261,267	\$16,261,267	14,913,874	1,347,393

**MPP Operations Report**  
**For the Year-to-Date June 30, 2020**  
**FINAL**

June-20	Annual	YTD	YTD	Under (Over)
FERC ACCT #	Bud FY 19-20	Bud FY 19-20	Actual FY 19-20	Budget
<b>System Control &amp; Load Dispatching</b>	556			
Software, Online Feeds	556.0001	\$54,000	\$54,000	65,897 (11,897)
SoftSmith Subscription Agreement	556.0003	\$120,000	\$120,000	113,124 6,876
SoftSmith - COLTON and CERRITOS Only	556.0003	\$0	\$0	6,400 (d) (6,400)
Consultants	556.0070	\$60,000	\$60,000	42,802 17,198
ECC Labor for MPP	556.0080	\$153,000	\$153,000	172,776 (19,776)
<b>Subtotal System Control &amp; Load Dispatching</b>		<u>\$387,000</u>	<u>\$387,000</u>	<u>400,999 (13,999)</u>
<b>Station &amp; Local Network Expenses (69kV lines)</b>	565.0000	\$75,000	\$75,000	78,534 (3,534)
<b>Administrative, General Plant and General Expenses</b>	920-935			
Property/Liability Insurance	924.0000	\$730,000	\$730,000	789,211 (59,211)
Regulatory Expense	928	\$200,000	\$200,000	249,125 (49,125) (C)
Regulatory Professional Services	923	\$240,000	\$240,000	100,996 139,004
Transportation/Vehicle Allow.	933	\$14,096	\$14,096	12,950 1,145
SCPPA Agency Expenses	935.0000	\$852,964	\$852,964	852,964 (a) -
<b>Subtotal Administrative and General Expenses</b>		<u>\$2,037,060</u>	<u>\$2,037,060</u>	<u>\$2,005,247 31,813</u>
Major Maintenance				1,307,059 (1,307,059) (F)
<b>Major Maintenance</b>			<u>\$1,307,059</u>	<u>(1,307,059)</u>
Capital Plan	999.0001	\$620,000	\$620,000	327,117 292,883
<b>Capital Plan</b>		<u>\$620,000</u>	<u>\$620,000</u>	<u>\$327,117 292,883</u>
<b>TOTAL OPERATING AND MAINTENANCE EXPENSES</b>		<u><u>\$49,806,353</u></u>	<u><u>\$49,806,353</u></u>	<u><u>\$48,340,712 \$1,465,641</u></u>

**ACCRUALS**

- (a) Provided by SCPPA
- (b) \$94k per month - Reserve for Other Maint.
- (c) \$576k per month - Major Maintenance Reserve
- (d) SoftSmiths Invoice # 6778 to implement additional functionality to send after the fact generation data for Colton and Cerritos; split cost 50/50 between Colton and Cerritos.

**FOOTNOTES**

- (A) The variance for these items is due to the GE enhancements implementation outage which resulted in less than planned operation and variable costs.
- (B) The variance is primarily driven by the GE enhancements implementation outage.
- (C) The variance is driven by annual payment made to California Energy Commission for Energy facility compliance fees; includes non-routine permitting costs for the GE enhancements.
- (D) Labor is lower due to department vacancies.
- (E) ZLD Electric labor is higher due to vacancies in ZLD Instrument and Controls which is offset by lower ZLD Instrument and Controls labor expenses.
- (F) \$1,307,059.27 to be funded by the 16/17 and 20/21 major maintenance reserve (see attached Schedule C)

**MPP Operations Report (Preliminary)**  
**For the Year-to-Date June 30, 2021**

FERC Codes	MTD FY 20-21			YTD FY 20-21			FY 20-21 (12 Months)		
	Budget FY 20-21	Actual FY 20-21	(Over) / Under	Budget FY 20-21	Actual FY 20-21	(Over) / Under	Budget FY 20-21	Remaining Funds	
<b>OPERATING AND MAINTENANCE EXPENSES</b>									
<b>Generation Expenses</b>	548								
Boiler Chemicals	548.0005	2,917	4,418	(1,502)	35,000	19,357	15,643	35,000	15,643
CEMS Gases	548.1008	2,550	2,508	42	30,600	16,860	13,740	30,600	13,740
Classroom Instruction Training	548.0082	4,548	34,843	(30,295)	54,570	41,563	13,007	54,570	13,007
Consultants	548.0070	10,198	17,473	(7,275)	122,375	49,375	73,001	122,375	73,001
Cooling Tower Chemicals	548.0004	14,483	12,354	2,129	173,800	159,321	14,479	173,800	14,479
Deminerlized Water	548.0003	21,862	89,434	(67,573)	262,338	234,294	28,044	262,338	28,044
Emissions Control Chemicals	n/a	4,742	6,812	(2,070)	56,908	30,635	26,273	56,908	26,273
Environmental Compliance	548.0008	2,083	8,800	(6,717)	25,000	16,931	8,069	25,000	8,069
Labor	548.0080	466,611	396,796	69,815	5,599,329	5,633,669	(34,340)	5,599,329	(34,340)
Lubrication and Gases	548.0006	6,800	18,847	(12,047)	81,600	79,754	1,846	81,600	1,846
Materials	548.0010	2,040	5,753	(3,713)	24,480	18,902	5,578	24,480	5,578
Private Contractual Services	548.0750	4,701	-	4,701	56,406	58,192	(1,786)	56,406	(1,786)
Recycled Water	548.0001	118,329	116,618	1,711	1,419,953	952,847	467,106	1,419,953	467,106
Sewer Charges	548.0011	612	46	566	7,344	555	6,790	7,344	6,790
Waste Material	548.0007	1,275	-	1,275	15,300	-	15,300	15,300	15,300
ZLD Chemicals	548.0083	51,250	126,331	(75,081)	615,000	674,986	(59,986)	615,000	(59,986)
ZLD Consultants	548.0070	11,417	16,945	(5,528)	137,000	70,700	66,300	137,000	66,300
ZLD Labor	n/a	93,182	85,736	7,446	1,118,184	882,273	235,911	1,118,184	235,911
ZLD Materials	n/a	680	418	262	8,160	3,503	4,657	8,160	4,657
ZLD Waste Material	548.0087	36,125	51,019	(14,894)	433,500	334,886	98,614	433,500	98,614
<b>Subtotal Generation Expenses</b>		856,404	995,152	(138,748)	10,276,847	9,278,602	998,245	10,276,847	998,245
<b>Misc Power Generation Expenses</b>	549								
Consultants	549.0070	8,333	15,893	(7,559)	100,000	48,243	51,757	100,000	51,757
Labor	549.0080	-	-	-	-	731	(731)	-	(731)
Utilities	549.0006	22,917	37,075	(14,158)	275,000	322,197	(47,197)	275,000	(47,197)
<b>Subtotal Misc Power Generation Expenses</b>		31,250	52,967	(21,717)	375,000	371,171	3,829	375,000	3,829
<b>Site Lease</b>	550.0000	35,918	35,918	0	431,021	431,021	0	431,021	0
<b>Maintenance of Generation Plant</b>	553								
Classroom Instruction Training	553.0082	4,675	-	4,675	56,100	4,480	51,620	56,100	51,620
Consultants	553.0070	12,083	615	11,468	145,000	47,316	97,684	145,000	97,684
GE Service Agreement and Repairs	553.6002	166,291	-	166,291	1,995,492	1,500,159	495,333	1,995,492	495,333
Lubrication/Gases	n/a	4,167	1,195	2,972	50,000	25,997	24,003	50,000	24,003
Materials, Expenses & Other Plant Maintenance	553.0010	83,746	229,372	(145,626)	1,004,957	1,065,755	(60,798)	1,004,957	(60,798)
Private Contractual Services	553.0071	6,375	38,656	(32,281)	76,500	140,739	(64,239)	76,500	(64,239)
Standard Labor - Electrical	553.0080	144,438	107,575	36,863	1,251,317	1,593,742	(342,425)	1,251,317	(342,425)
Standard Labor - Instrument Controls	553.0030	72,610	54,078	18,531	741,335	944,203	(202,868)	741,335	(202,868)
Standard Labor - Mechanical	553.0032	129,718	96,612	33,106	2,168,535	2,761,959	(593,424)	2,168,535	(593,424)
ZLD Labor - Electrical	553.0084	4,349	-	4,349	52,182	18,178	34,004	52,182	34,004
ZLD Labor - Instrument Controls	553.0085	16,243	3,623	12,620	194,916	67,899	127,017	194,916	127,017
ZLD Labor - Mechanical	553.0083	87,028	32,134	54,895	1,044,337	363,796	680,541	1,044,337	680,541
ZLD Materials, Expenses & Other Plant Maintenance	553.0086	25,500	5,983	19,517	306,000	79,090	226,910	306,000	226,910
<b>Subtotal Maintenance of Generation Plant</b>		757,223	569,843	187,379	9,086,671	8,613,312	473,359	9,086,671	473,359
<b>System Control &amp; Load Dispatching</b>	556								
Software, Online Feeds	556.0001	15,619	20,460	(4,841)	187,426	185,158	2,268	187,426	2,268
Consultants	556.0070	-	9,927	(9,927)	-	9,927	(9,927)	-	(9,927)
ECC Labor for MPP	556.0080	13,655	25,692	(12,036)	163,863	194,122	(30,259)	163,863	(30,259)
<b>Subtotal System Control &amp; Load Dispatching</b>		29,274	56,079	(26,805)	351,289	389,206	(37,917)	351,289	(37,917)
<b>Station &amp; Local Network Expenses (69kV lines)</b>	565.0000	6,375	-	6,375	76,500	21,667	54,833	76,500	54,833



**MPP Operations Report (Preliminary)  
For the Year-to-Date June 30, 2021**

	FERC Codes	MTD FY 20-21			YTD FY 20-21			FY 20-21 (12 Months)	
		Budget FY 20-21	Actual FY 20-21	(Over) / Under	Budget FY 20-21	Actual FY 20-21	(Over) / Under	Budget FY 20-21	Remaining Funds
<b>Administrative &amp; General Expenses</b>	920-935								
Property/Liability Insurance	924.0000	-	-	-	766,332	944,816	(178,484) (C)	766,332	(178,484)
Regulatory Expense	928	18,333	4,624	13,709	220,000	297,529	(77,529) (D)	220,000	(77,529)
Regulatory Professional Services	923	20,000	7,339	12,661	240,000	77,452	162,548 (A)	240,000	162,548
Transportation/Vehicle Allow.	933	1,198	1,001	197	14,378	12,013	2,365	14,378	2,365
<b>Subtotal Administrative &amp; General Expenses</b>		<u>39,532</u>	<u>12,964</u>	<u>26,568</u>	<u>1,240,710</u>	<u>1,331,810</u>	<u>(91,100)</u>	<u>1,240,710</u>	<u>(91,100)</u>
<b>Capital Plan</b>	999.0001	-	41,553	(41,553)	875,000	172,548	702,452 (A)	875,000	702,452
<b>TOTAL OPERATING AND MAINTENANCE EXPENSES</b>		<b>\$ 1,755,976</b>	<b>\$ 1,764,477</b>	<b>\$ (8,501)</b>	<b>\$ 22,713,038</b>	<b>\$ 20,609,337</b>	<b>\$ 2,103,701</b>	<b>\$ 22,713,038</b>	<b>\$ 2,103,701</b>
<b>For SCPPA's Use Only</b>									
Misc. Revenue			(34,571)			(249,659)			
<b>Total (Including Misc. Revenue)</b>			<b>1,729,905 (F)</b>			<b>20,359,678 (F)</b>			

Major Maintenance (To be funded by Major Maintenance Reserve)

**\$ 109,081**

**\$ 3,417,865**

**FOOTNOTES**

- (A) The variance for these items is driven by the timing of expenditures.
- (B) The variance is driven by the timing of expenditures for GE Service Agreement and Repairs, as the invoice is paid quarterly.
- (C) The variance is driven by higher than planned annual insurance costs paid to AON risk Services.
- (D) The variance is driven by annual payment made to California Energy Commission for Energy facility compliance fees.
- (E) Chemical costs increased higher than anticipated, mainly attributable to COVID-19
- (F) Included in order to tie out finalized numbers on the bills sent to SCPPA

**MPP Operations Report**  
For the Year-to-Date June 30, 2022

FERC Codes	MTD FY 21-22			YTD FY 21-22			FY 21-22 (12 Months)		
	Budget FY 21-22	Actual FY 21-22	(Over) / Under	Budget FY 21-22	Actual FY 21-22	(Over) / Under	Budget FY 21-22	Remaining Funds	
<b>OPERATING AND MAINTENANCE EXPENSES</b>									
<b>Generation Expenses</b>	548								
Boiler Chemicals	548.0005	4,244	6,597	(2,354) (G)	50,923	44,681	6,242 (A)	50,923	6,242
CEMS Gases	548.1008	2,601	3,829	(1,228) (G)	31,212	18,445	12,767 (A)	31,212	12,767
Classroom Instruction Training	548.0082	4,638	-	4,638 (C)	55,661	8,469	47,192 (C)	55,661	47,192
Consultants	548.0070	10,417	86,942	(76,525) (A)	125,000	108,228	16,772 (A)	125,000	16,772
Cooling Tower Chemicals	548.0004	20,378	42,261	(21,883) (E)	244,537	257,499	(12,962) (E)	244,537	(12,962)
Demineralized Water	548.0003	23,843	20,197	3,645 (A)	286,110	235,063	51,047 (A)	286,110	51,047
Emissions Control Chemicals	n/a	5,747	19,791	(14,045) (E)	68,959	66,949	2,010	68,959	2,010
Environmental Compliance	548.0008	2,125	304	1,821 (G)	25,500	29,358	(3,858) (E)	25,500	(3,858)
Labor	548.0080	511,888	449,546	62,342 (F)	6,142,653	5,605,734	536,919 (F)	6,142,653	536,919
Lubrication and Gases	548.0006	6,936	13,512	(6,576) (G)	83,232	70,247	12,985 (A)	83,232	12,985
Materials	548.0010	2,081	3,034	(953) (G)	24,970	8,360	16,610 (A)	24,970	16,610
Private Contractual Services	548.0750	4,795	485	4,310 (G)	57,534	56,240	1,294	57,534	1,294
Recycled Water	548.0001	113,012	675,053	(562,041) (A)	1,356,139	1,611,519	(255,380) (A)	1,356,139	(255,380)
Sewer Charges	548.0011	624	46	578 (A)	7,491	555	6,936 (A)	7,491	6,936
Waste Material	548.0007	1,301	-	1,301 (A)	15,606	15,606	0	15,606	0
ZLD Chemicals	548.0083	67,504	133,732	(66,228) (E)	810,050	944,685	(134,635) (E)	810,050	(134,635)
ZLD Consultants	548.0070	11,417	6,066	5,351 (A)	137,000	104,296	32,704 (A)	137,000	32,704
ZLD Labor	n/a	97,502	85,914	11,588 (F)	1,170,029	1,056,497	113,532 (F)	1,170,029	113,532
ZLD Materials	n/a	694	-	694 (A)	8,323	(50)	8,373 (A)	8,323	8,373
ZLD Waste Material	548.0087	36,848	75,405	(38,558) (G)	442,170	439,749	2,421 (A)	442,170	2,421
<b>Subtotal Generation Expenses</b>		928,592	1,622,714	(694,123)	11,143,099	10,666,523	476,576	11,143,099	476,576
<b>Misc Power Generation Expenses</b>	549								
Consultants	549.0070	7,083	26,908	(19,825) (G)	85,000	40,563	44,437 (A)	85,000	44,437
Utilities	549.0006	21,029	33,595	(12,566) (G)	252,350	228,851	23,499 (A)	252,350	23,499
<b>Subtotal Misc Power Generation Expenses</b>		28,113	60,503	(32,391)	337,350	269,414	67,936	337,350	67,936
<b>Site Lease</b>	550.0000	35,918	35,918	0	431,021	431,021	0	431,021	0
<b>Maintenance of Generation Plant</b>	553								
Classroom Instruction Training	553.0082	4,769	(30)	4,799 (C)	57,222	13,433	43,789 (C)	57,222	43,789
Consultants	553.0070	12,083	4,512	7,571 (A)	145,000	71,162	73,838 (A)	145,000	73,838
GE Service Agreement and Repairs	553.6002	169,617	489,807	(320,190) (B)	2,035,402	2,006,162	29,240	2,035,402	29,240
Lubrication/Gases	n/a	4,688	15,276	(10,588) (G)	56,250	68,930	(12,680) (E)	56,250	(12,680)
Materials, Expenses & Other Plant Maintenance	553.0010	85,421	80,980	4,442	1,025,056	802,574	222,482 (A)	1,025,056	222,482
Private Contractual Services	553.0071	9,167	13,373	(4,206) (G)	110,000	134,009	(24,008) (F)	110,000	(24,008)
Standard Labor - Electrical	553.0080	100,731	112,701	(11,970) (G)	1,228,797	922,572	306,225 (F)	1,228,797	306,225
Standard Labor - Instrument Controls	553.0030	48,043	53,753	(5,709) (G)	652,713	490,052	162,661 (F)	652,713	162,661
Standard Labor - Mechanical	553.0032	179,966	201,353	(21,387) (G)	2,063,370	1,549,164	514,206 (F)	2,063,370	514,206
ZLD Labor - Electrical	553.0084	8,149	5,175	2,974 (F)	97,792	56,724	41,067 (F)	97,792	41,067
ZLD Labor - Instrument Controls	553.0085	5,793	6,510	(717) (F)	69,517	40,324	29,194 (F)	69,517	29,194
ZLD Labor - Mechanical	553.0083	84,798	19,301	65,497 (F)	1,017,576	590,246	427,329 (F)	1,017,576	427,329
ZLD Materials, Expenses & Other Plant Maintenance	553.0086	22,500	100,995	(78,495) (G)	270,000	264,733	5,267 (A)	270,000	5,267
<b>Subtotal Maintenance of Generation Plant</b>		735,725	1,103,706	(367,981)	8,828,695	7,010,086	1,818,609	8,828,695	1,818,609
<b>System Control &amp; Load Dispatching</b>	556								
Software, Online Feeds	556.0001	16,146	26,496	(10,349) (G)	193,755	197,877	(4,122)	193,755	(4,122)
ECC Labor for MPP	556.0080	13,928	15,637	(1,708) (G)	167,140	167,080	60	167,140	60
<b>Subtotal System Control &amp; Load Dispatching</b>		30,075	42,132	(12,058)	360,895	364,956	(4,061)	360,895	(4,061)
<b>Station &amp; Local Network Expenses (69kV lines)</b>	565.0000	6,503	27,787	(21,285) (G)	78,030	35,491	42,539 (A)	78,030	42,539

**MPP Operations Report**  
For the Year-to-Date June 30, 2022

	FERC Codes	MTD FY 21-22			YTD FY 21-22			FY 21-22 (12 Months)	
		Budget FY 21-22	Actual FY 21-22	(Over) / Under	Budget FY 21-22	Actual FY 21-22	(Over) / Under	Budget FY 21-22	Remaining Funds
<b>Administrative &amp; General Expenses</b>	920-935								
Property/Liability Insurance	924	-	8,744	(8,744) (G)	941,638	1,113,835	(172,197) (E)	941,638	(172,197)
Regulatory Expense	928	18,700	264	18,436 (G)	224,400	237,031	(12,631) (H)	224,400	(12,631)
Regulatory Professional Services	923	19,167	-	19,167 (G)	230,000	26,248	203,752 (H)	230,000	203,752
Transportation/Vehicle Allow.	933	1,281	(2,083)	3,365	15,377	12,013	3,365	15,377	3,365
<b>Subtotal Administrative &amp; General Expenses</b>		<b>39,148</b>	<b>6,924</b>	<b>32,224</b>	<b>1,411,415</b>	<b>1,389,126</b>	<b>22,289</b>	<b>1,411,415</b>	<b>22,289</b>
<b>Capital Plan</b>	999.0001	-	4,333	(4,333) (G)	140,000	25,288	114,712 (A)	140,000	114,712
<b>TOTAL OPERATING AND MAINTENANCE EXPENSES</b>		<b>\$ 1,804,072</b>	<b>\$ 2,904,019</b>	<b>\$ (1,099,946)</b>	<b>\$ 22,730,505</b>	<b>\$ 20,191,904</b>	<b>\$ 2,538,601</b>	<b>\$ 22,730,505</b>	<b>\$ 2,538,601</b>
<b>For SCPPA's Use Only</b>									
Misc. Revenue			(27,380)			(157,423)			
<b>Total (Including Misc. Revenue)</b>			<b>2,876,639 (D)</b>			<b>20,034,482 (D)</b>			
<b>Major Maintenance (To be funded by Major Maintenance Reserve)</b>			<b>\$ -</b>			<b>\$ 22,007</b>			

**FOOTNOTES**

- (A) Less than anticipated usage.
- (B) The variance is driven by the timing of expenditures for GE Service Agreement and Repairs, as the invoice is paid quarterly.
- (C) Training hours reduced due to Covid-19.
- (D) Included in order to tie out finalized numbers on the bills sent to SCPPA.
- (E) Larger than anticipated rate increases.
- (F) Due to staffing vacancies.
- (G) Timing of expenditures
- (H) Higher than estimated regulatory fee increases offset by lower than planned usage of regulatory consultants.

**Magnolia Power Plant**  
**Billing Support for BWP**  
**For the Year-to-Date June 30, 2022**

<u>FERC Acct.</u>	<u>Description</u>	<u>MTD</u>	<u>YTD</u>
54800	Generation	\$ 1,622,714.47	\$ 10,666,522.71
54900	Misc. Power Generation	60,503.47	269,413.61
55000	Rents	35,918.39	431,020.68
55300	Maintenance	1,103,705.90	7,010,085.79
55600	System Control	42,132.34	364,956.42
56500	Transmission	27,787.10	35,491.43
92400	Insurance	8,743.99	1,113,834.56
92800	Regulatory	263.88	263,278.87
93300	Transportation	(2,083.39)	12,012.67
99900	Capital	4,332.58	25,287.57
	<b>Total</b>	<b><u>\$ 2,904,018.73</u></b>	<b><u>\$ 20,191,904.31</u></b>

**ATTACHMENT B**

THP Operations Reports for FYE June 30, 2020-June 30, 2022

**Tieton Hydro Operations Report**  
**For the Year to Date June 2020**

**FINAL**

FERC ACCT #	ANNUAL BUDGET FY 2019-20	FYTD BUDGET FY 2019-20	FYTD Jun-20 ACTUAL FY 2019-20	BUDGET VAR Fav/(unfav)	
<b>OPERATING INCOME</b>					
675399999 Property Taxes	408.100	254,313	254,313	228,591	25,722 (a)
<b>DEBT SERVICE</b>					
	427.0000	\$ -			
<b>OPERATION SUPERVISION AND ENGINEERING</b>					
675350001 Hydraulic Operation Supervision	535.0001	71,925	71,925	71,925	0
675350010 Electric Production Supervision	535.0010	26,342	26,342	26,342	0
675350019 Clerical Labor	535.0019	1,733	1,733	1,733	0
675350024 Miscellaneous Labor	535.0024	550,425	550,425	536,347	14,078 (a)
		<b>\$ 650,425</b>	<b>\$ 650,425</b>	<b>\$ 636,346.95</b>	<b>\$ 14,078</b>
<b>ELECTRIC EXPENSES</b>					
675380001 Electric Production Supervision	538.0001	7,500	7,500	-	7,500 (a)
675380006 Plant Operations Reporting	538.0006	7,500	7,500	-	7,500 (a)
		<b>\$ 15,000</b>	<b>\$ 15,000</b>	<b>\$ -</b>	<b>\$ 15,000</b>
<b>MISC HYDRAULIC POWER GENERATION EXPENSES</b>					
675390007 General Operating Supplies	539.0007	160,000	160,000	92,639	67,361 (a)
675390010 Utilities	539.0010	15,760	15,760	21,583	(5,823) (d)
675390011 Communications	539.0011	15,760	15,760	17,077	(1,318)
		<b>\$ 191,519</b>	<b>\$ 191,519</b>	<b>\$ 131,299.26</b>	<b>\$ 60,220</b>
<b>MAINTENANCE OF MISC HYDRAULIC PLANT</b>					
675450000 Substation Operations & Maintenance	545.0000	60,000	60,000	-	60,000 (a)
675450001 Plant Maintenance	545.0001	1,890,000	1,890,000	1,923,824	(33,824) (e)
		<b>\$ 1,950,000</b>	<b>\$ 1,950,000</b>	<b>\$ 1,923,824</b>	<b>\$ 26,176</b>
<b>TRANSMISSION EXPENSES</b>					
675610003 Transmission Line O&M	561.0003	92,500	92,500	52,569	39,931 (a)
		<b>\$ 92,500</b>	<b>\$ 92,500</b>	<b>\$ 52,569</b>	<b>\$ 39,931</b>
<b>ADMINISTRATIVE AND GENERAL EXPENSES</b>					
Legal Services	923.0000	45,000	45,000	28,328	16,673 (a)
679240000 Insurance	924.0000	159,135	159,135	166,974	(7,839) (b)
679270000 Franchise Requirements	927.0000	259,455	259,455	167,124	92,331 (c)
679280000 Regulatory Expenses	928.0000	110,250	110,250	55,343	54,907 (a)
679990001 Capital Plan	999.0001	623,150	623,150	425,699	197,451 (a)
		<b>\$ 1,196,990</b>	<b>\$ 1,196,990</b>	<b>\$ 843,468</b>	<b>\$ 353,522</b>
<b>TOTAL EXPENDITURES</b>		<b>\$ 4,350,747</b>	<b>\$ 4,350,747</b>	<b>\$ 3,816,098</b>	<b>\$ 534,649</b>

(a) The variance for these items is driven by lower than planned expenditures.

(b) The amount paid fiscal year-to-date represents annual insurance coverage costs.

(c) The variance is driven by timing since these are paid semi-annually. The first royalty payment for FY19/20 was made in 1/23/2020 (covering the period JUL to DEC 2019).

(d) The variance is due to greater than expected rate increases.

(e) Plant Maintenance expense was higher than planned as the Generation Unit 2 required more repair work during the overhaul than originally estimated.

**Tieton Operations Report**  
For the Year-to-Date June 30, 2021

FERC Codes	MTD FY 20-21			YTD FY 20-21			FY 20-21 (12 Months)		
	Budget FY 20-21	Actual FY 20-21	(Over) / Under	Budget FY 20-21	Actual FY 20-21	(Over) / Under	Budget FY 20-21	Remaining Funds	
<b>OPERATING AND MAINTENANCE EXPENSES</b>									
<b>Operation Supervision &amp; Engineering</b>									
Hydraulic Operation Supervision	535.0001	6,114	6,114	-	73,364	73,364	-	73,364	-
Electric Production Supervision	535.0010	2,239	2,239	-	26,869	26,869	-	26,869	-
Clerical Labor	535.0019	147	147	-	1,768	1,768	-	1,768	-
Miscellaneous Labor	535.0024	47,245	95,738	(48,493)	566,938	550,228	16,710	566,938	16,710
<b>Subtotal Operation Supervision &amp; Engineering</b>		55,745	104,238	(48,493)	668,938	652,228	16,710	668,938	16,710
<b>Electric Expenses</b>									
Electric Production Supervision	538.0001	-	-	-	6,250	-	6,250	6,250	6,250
Plant Operations Reporting	538.0006	-	-	-	6,250	-	6,250	6,250	6,250
<b>Subtotal Electric Expenses</b>		-	-	-	12,500	-	12,500	12,500	12,500
<b>Misc. Hydraulic Power Generation Expenses</b>									
General Operating Supplies	539.0007	12,917	12,755	162	155,000	73,954	81,046	155,000	81,046
Utilities	539.0010	1,859	5,643	(3,784)	22,307	24,218	(1,911)	22,307	(1,911)
Communications	539.0011	833	8,515	(7,682)	10,000	27,179	(17,179)	10,000	(17,179)
<b>Subtotal Misc. Hydraulic Power Generation Expenses</b>		15,609	26,912	(11,303)	187,307	125,352	61,955	187,307	61,955
<b>Maintenance of Hydraulic Plant</b>									
Plant Maintenance	545.0001	-	124,588	(124,588)	1,902,500	1,794,035	108,465	1,902,500	108,465
<b>Subtotal Maintenance of Hydraulic Plant</b>		-	124,588	(124,588)	1,902,500	1,794,035	108,465	1,902,500	108,465
<b>Administrative &amp; General Expenses</b>									
Insurance	924.0000	-	-	-	163,909	152,320	11,589	163,909	11,589
Franchise Requirements	927.0000	21,729	75,154	(53,425)	260,752	202,624	58,128	260,752	58,128
Regulatory	928.0000	-	-	-	-	1,492	(1,492)	-	(1,492)
Capital Plan	999.0001	-	226,311	(226,311)	223,520	235,018	(11,498)	223,520	(11,498)
<b>Subtotal Administrative &amp; General Expenses</b>		21,729	301,465	(279,736)	648,181	591,454	56,727	648,181	56,727
<b>TOTAL OPERATING AND MAINTENANCE EXPENSES</b>		<b>\$ 93,083</b>	<b>\$ 557,203</b>	<b>\$ (464,120)</b>	<b>\$ 3,419,426</b>	<b>\$ 3,163,068</b>	<b>\$ 256,358</b>	<b>\$ 3,419,426</b>	<b>\$ 256,358</b>

(a) The variance for these items is driven by the timing of expenditures.

(b) The majority of these costs are really paid by SCPPA directly, but BWP paid for this singular item.

**Tieton Operations Report**  
For the Year-to-Date June 30, 2022

FERC Codes	MTD FY 21-22			YTD FY 21-22			FY 21-22 (12 Months)		
	Budget FY 21-22	Actual FY 21-22	(Over) / Under	Budget FY 21-22	Actual FY 21-22	(Over) / Under	Budget FY 21-22	Remaining Funds	
<b>OPERATING AND MAINTENANCE EXPENSES</b>									
<b>Operation Supervision &amp; Engineering</b>									
Hydraulic Operation Supervision	535.0001	6,236	6,236	-	74,831	74,831	-	74,831	-
Electric Production Supervision	535.0010	2,284	2,284	-	27,406	27,406	-	27,406	-
Clerical Labor	535.0019	150	150	-	1,803	1,803	-	1,803	-
Miscellaneous Labor	535.0024	48,662	197,396	(148,734)	583,946	549,578	34,368	583,946	34,368
<b>Subtotal Operation Supervision &amp; Engineering</b>		<b>57,332</b>	<b>206,066</b>	<b>(148,734)</b>	<b>687,986</b>	<b>653,618</b>	<b>34,368</b>	<b>687,986</b>	<b>34,368</b>
<b>Misc. Hydraulic Power Generation Expenses</b>									
General Operating Supplies	539.0007	12,083	24,408	(12,325)	145,000	86,204	58,795	145,000	58,795
Utilities	539.0010	1,971	3,964	(1,993)	23,654	23,820	(166)	23,654	(166)
Communications	539.0011	788	3,496	(2,707)	9,461	40,010	(30,549)	9,461	(30,549)
<b>Subtotal Misc. Hydraulic Power Generation Expenses</b>		<b>14,843</b>	<b>31,868</b>	<b>(17,025)</b>	<b>178,115</b>	<b>150,034</b>	<b>28,081</b>	<b>178,115</b>	<b>28,081</b>
<b>Maintenance of Hydraulic Plant</b>									
Plant Maintenance	545.0001	12,500	243,472	(230,972)	723,000	714,733	8,267	723,000	8,267
<b>Subtotal Maintenance of Hydraulic Plant</b>		<b>12,500</b>	<b>243,472</b>	<b>(230,972)</b>	<b>723,000</b>	<b>714,733</b>	<b>8,267</b>	<b>723,000</b>	<b>8,267</b>
<b>Administrative &amp; General Expenses</b>									
Insurance	924.0000	-	1,423	(1,423)	168,826	155,382	13,444	168,826	13,444
Franchise Requirements	927.0000	21,838	125,098	(103,260)	262,056	262,942	(886)	262,056	(886)
Regulatory	928.0000	-	-	-	-	-	-	-	-
Capital Plan	999.0001	-	29,391	(29,391)	191,590	23,752	167,838	201,590	177,838
<b>Subtotal Administrative &amp; General Expenses</b>		<b>21,838</b>	<b>155,912</b>	<b>(134,074)</b>	<b>622,472</b>	<b>442,076</b>	<b>180,396</b>	<b>632,472</b>	<b>190,396</b>
<b>TOTAL OPERATING AND MAINTENANCE EXPENSES</b>		<b>\$ 106,513</b>	<b>\$ 637,318</b>	<b>\$ (530,805)</b>	<b>\$ 2,211,573</b>	<b>\$ 1,960,461</b>	<b>\$ 251,112</b>	<b>\$ 2,221,573</b>	<b>\$ 261,112</b>

(a) The variance for these items is driven by the timing of expenditures.  
(b) Variance due to large rate increase.



**Tieton Hydro Power Project**  
**Billing Support for BWP**  
**For the Year-to-Date June 30, 2022**

<u>FERC Acct.</u>	<u>Description</u>	<u>MTD</u>	<u>YTD</u>
53500	Operations Supervision and Engineering	\$ 206,065.72	\$ 653,617.89
53900	Misc. Hydraulic Power Generation Expenses	31,868.19	150,034.33
54500	Maintenance of Misc. Hydraulic Plant	243,471.68	714,733.29
92400	Insurance	1,423.44	155,381.93
92700	Franchise Requirements (Royalties)	125,097.97	262,941.75
99900	Capital	29,390.59	23,752.22
	<b>Total</b>	<b><u>\$ 637,317.59</u></b>	<b><u>\$ 1,960,461.41</u></b>

**ATTACHMENT C**

SCPPA Professional Services Agreement

**MASTER [GOODS AND SERVICES AGREEMENT/PROFESSIONAL SERVICES AGREEMENT]**

**BETWEEN**

**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY**

**AND**

**[CONSULTANT NAME]**

This MASTER [GOODS AND SERVICES AGREEMENT/ PROFESSIONAL SERVICES AGREEMENT] (“Agreement”) is dated and effective [DATE], by and between [CONSULTANT NAME] (“Consultant”), [LEGAL CAPACITY], located at [ADDRESS], and Southern California Public Power Authority (“SCPPA”), a joint powers agency created pursuant to the laws of the State of California, with offices at 1160 Nicole Court, Glendora, California 91740. SCPPA and Consultant are also referred to herein individually as “Party” and together as “Parties”. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference.

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

WHEREAS, SCPPA has a need for professional and technical services including studies and reports to facilitate SCPPA’s services that support its Members’ procurement of generation and transmission resources and their obligation to first acquire energy efficiency and demand reduction resources that are cost effective, reliable and feasible as mandated by Section 9615 of the California Public Utilities Code; and

WHEREAS, Consultant is qualified and capable of providing such services.

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

**1. Services to be Provided:**

SCPPA engages Consultant to provide the services and related tasks (“Services”) outlined in Exhibit A for itself and its Members to utilize pursuant to one or more separate task orders (“Task Order”) substantially in the form attached hereto as Exhibit C. The Services performed by Consultant under all Task Orders shall be based upon the price terms listed in Exhibit B, provided that in no event shall the payments to Consultant exceed the designated maximum amount listed in Exhibit B for all Task Orders under this Agreement. Each Task Order shall specify the tasks and assignments, from among the Services, to be performed by Consultant. Each Task Order may include a cap for all payments for Services performed under the Task

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

**2. Independent Contractor:**

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

**3. Standard of Care:**

The Consultant will perform Services under this Agreement with the degree of skill and diligence normally practiced in the same industry by consultants performing the same or similar services. Consultant shall comply with all Federal, State, County, local and other governing laws, rules and regulations applicable to the performance of the Services including Participating Member(s) business practices or other requirements set forth in a 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 Services. Consultant acknowledges that if it is subject to the requirements of the California Consumer Privacy Act (“CCPA”) and represents that all Services performed hereunder shall comply with such requirements. 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”), Confidentiality and/or Cybersecurity concerns.

**4. Amendments:**

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

**5. Payment:**

SCPPA shall pay Consultant for Services in accordance with the terms of this Agreement and the applicable Task Order. Consultant is not authorized to perform any Services or incur any costs whatsoever until: (1) a Task Order has been executed by the signature of both Parties (and the Participating Member if the Participating Member has elected to sign the Task Order); and (2) a written purchase order providing authorization for the start of Services 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 associated with the purchase order issued by SCPPA for such Services 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 Services for which the invoice is being issued by Consultant; and
- c. The basis for the amount invoiced, including a description of Services provided.

Consultant shall submit all invoices to SCPPA. Invoices delivered to SCPPA shall be sent to [billinginvoices@scppa.org](mailto:billinginvoices@scppa.org). Invoices received by SCPPA on or before the 15<sup>th</sup> day of a given month and subsequently approved by the Participating Member on or before the 25<sup>th</sup> day of the same month, shall be paid by SCPPA before the end of the following month. All other properly invoiced amounts shall be paid not more than sixty (60) days after delivery of an invoice, provided that the funds for the payment of such invoices have been transmitted to SCPPA by the Participating Member. SCPPA shall inform Consultant of any disputed invoice amounts within thirty (30) days of receipt of the invoice by SCPPA. SCPPA may withhold payment of such disputed amounts until both Parties have reached agreement on the proper amount of the invoice.

**6. Taxes:**

All taxes imposed on Consultant’s income, imposed or assessed by reason of this Agreement

or its performance, including but not limited to sales or use taxes, shall be paid by Consultant. Consultant shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of SCPPA.

**7. Indemnity:**

Consultant shall defend, indemnify and hold harmless the Southern California Public Power Authority and Members and their officers, employees, assigns and successors in interest (collectively, “Indemnified Parties”) from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever arising out of, or incident to, the performance of Services under this Agreement (“Claims”), excluding only those Claims arising from the gross negligence or willful misconduct of SCPPA or their respective officers or employees.

**8. Intellectual Property Infringement:**

Consultant shall defend, indemnify and hold harmless SCPPA and each Participating Member from and against any loss, cost and expense that SCPPA or each Participating Member incurs because of a claim that any deliverables, materials, software or hardware or equipment (hereinafter “Products”) provided pursuant to this Agreement infringes on the intellectual property rights of others. Consultant’s indemnification obligation under this Section 8 is conditioned on the following: (i) SCPPA must notify Consultant of any such claim and (ii) the claim must not arise from modifications to or misuse of the Product by SCPPA or the Participating Member. In the event of an infringement claim, Consultant, at its sole option and expense, may (A) retake title and possession of the Product and refund all compensation paid by SCPPA, or (B) obtain for SCPPA and any Participating Member the right to continue using the Product under the terms of this Agreement as was being used prior to the infringement claim; or (C) replace for SCPPA and any Participating Member the Product with another that is substantially equivalent in function, or modify the Product so that it becomes non-infringing and substantially equivalent in function. Consultant’s election in response to an infringement claim as described in this Section 8 shall not result in any additional costs or liability to SCPPA and any Participating Member.

**9. Insurance:**

Consultant shall at its sole cost and expense procure, provide and maintain, and shall require each subcontractor (regardless of tier) to provide and maintain, in effect during the performance of any Services under this Agreement insurance coverage with carriers reasonably satisfactory to SCPPA, as follows:

- (a) Workers’ Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring SCPPA, and Employer’s Liability insurance with limits of not less than one million dollars

(\$1,000,000) each employee for accident, \$1,000,000 each employee for disease, and \$1,000,000 policy limit for disease.

- (b) Commercial General Liability insurance providing coverage for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Consultant's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars (\$1,000,000) for each occurrence. Such policy shall cover SCPPA and each Participating Member as an additional insured, include a severability of interest provision, and be primary and not contributory with respect to any insurance carried by SCPPA or Participating Members.
- (c) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Consultant in the performance of the services with a combined single limit of not less than one million dollars (\$1,000,000) for each occurrence of bodily injury and property damage.
- (d) Errors & Omissions/Professional Liability insurance, including cover for liability arising from intellectual property infringement, information technology and software development services, with limits of one million dollars (\$1,000,000).
- (e) Cyber Security Coverage including technology / professional liability insurance, intellectual property infringement, and data protection liability insurance. Consultant shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from:
  - 1. intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets);
  - 2. breaches of security;
  - 3. violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; and,
  - 4. data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party.

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

Such insurance must address all of the foregoing without limitation if caused by an employee of the Consultant or an independent contractor working on behalf of the Consultant in performing Services under this contract. Policy must provide coverage for

wrongful acts, claims, and lawsuits anywhere in the world. The policy must be kept in force during the life of the contract and for two years (either as a policy in force or under an extended reporting provision) after contract termination.

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

The insurance to be provided by Consultant under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by SCPPA; any endorsement limiting coverage available to SCPPA or Participating Members that is otherwise required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA or Participating Members for SCPPA's or Participating Members' own negligence; (ii) limits the duty to defend SCPPA or Participating Members under the policy; (iii) provides coverage to SCPPA or Participating Members only if Consultant is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this Agreement shall not contain any restrictions or limitations which are inconsistent with SCPPA's or the Participating Members' rights under this Agreement.

Consultant shall furnish SCPPA proof of all specified insurance evidencing the required coverages prior to commencement of Services under this Agreement or any Task Order issued pursuant to this Agreement. Consultant shall provide SCPPA a new or renewed certificate of insurance upon any changes or modifications to coverage including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with the requirements of this Agreement.

**10. Term and Termination:**

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



- (c) No Task Order shall be executed pursuant to this Agreement if the time or deadline for performance thereof extends beyond the then-applicable expiration date of the Agreement.
- (d) Notwithstanding the foregoing provisions of this Section 10, at SCPPA's sole discretion and for good cause shown, this Agreement shall not expire while services to be performed under an existing Task Order remain incomplete.

**11. Use and Ownership of Work Product:**

- (a) As used in this agreement, the term "Work Product" means any and all deliverables or materials fixed in a tangible medium of expression, including software code, written procedures, written documents, abstracts and summaries thereof, or any portions or components of the foregoing created, written, developed, conceived, perfected or designed in connections with the Services provided under this Agreement.
- (b) SCPPA and the Participating Members shall retain all rights, title and interest in and to the Work Product, including all intellectual property rights therein and any and all enhancements, improvements and derivative works thereof, and Consultant obtains no rights therein.

**12. Information Provided by Others:**

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

**13. Confidential Information:**

As used herein, "Customer Data" shall mean any and all data that describes anything whatsoever about an individual customer of a Participating Member, such as address, employment, contact information, usage history, financial transactions and/or credit history, or that affords a clear basis for inferring things done by or to an individual or entity such as a record of a person's presence in a place, or requests for temporary changes in service. "Customer Responses" shall be all information or opinion collected or gathered from an individual customer of a Participating Member, either verbally, in writing, or electronically.

Either Party (as to information disclosed, the "Disclosing Party") may provide the other (as to information received, the "Receiving Party") with information in connection with this

Agreement that it may deem to be “Confidential Information” as defined herein. Confidential Information shall mean any and all: (1) Customer Data provided by SCPPA or any Participating Member to Consultant or any of Consultant’s subcontractors; (2) Customer Responses collected by Consultant or any of Consultant’s subcontractors from customers of any Members; and (3) any information provided to one Party from another that is labeled and/or marked confidential. Receiving Party agrees: (a) to use or reproduce the Confidential Information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose, (b) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (c) not to disclose the Confidential Information to a competitor of Disclosing Party.

Notwithstanding the foregoing, Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by either Party; (ii) has been known or independently developed by and is currently in the possession of recipient prior to disclosure or receipt thereof; (iii) was or is acquired by recipient from a third party (other than a Participating Member customer contacted by Consultant in the course of performance of this Agreement) or (iv) disclosed pursuant to a legal requirement or order. The recipient may disclose the Confidential Information on a need-to-know basis to its contractors, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms.

In the case of a *bona fide* request received by SCPPA under the California Public Records Act (“CPRA,”) Cal. Gov't Code § 6250 et seq.) from a third party for access to Consultant’s Confidential Information subject to this Agreement, SCPPA shall notify Consultant of such request and shall follow Consultant's reasonable instructions in responding thereto subject to the understanding that SCPPA cannot delegate the responsibilities imposed on it by the CPRA to Consultant. In the event access to such Confidential Information is denied and the third party requesting the same initiates litigation to compel access under the CPRA, SCPPA shall promptly advise Consultant of such litigation, and SCPPA shall have no other duty or obligation to Consultant under this Agreement with respect to the denial of access to such Confidential Information or to oppose or defend any such litigation. Consultant, at its own cost and expense, shall indemnify, defend and hold SCPPA free and harmless from such litigation or any claim, suit, cost, expense, attorneys’ fees, judgment or order related thereto or otherwise arising from the denial of access to Consultant’s Confidential Information to said third party.

If Consultant is requested or required, pursuant to any order, rule, ruling, discovery request, subpoena, civil investigation or similar process to disclose any of SCPPA’s or Participating Members’ Confidential Information, Consultant shall provide prompt written notice to each of SCPPA and the affected Participating Members of such request or requirement so that SCPPA

and the affected Participating Members may, at their own expense, seek a protective order or other appropriate remedy concerning such disclosure.

Confidential Information must be kept in a secure location. Confidential Information received from customers of a Member shall only be provided by Consultant to SCPPA and the interested Participating Member, and to no other party. Consultant shall, when directed by SCPPA, create aggregated data derived from Confidential Information in such a way such that individual customer responses or data cannot be determined. Consultant shall retain the Confidential Information only so long as it is necessary to perform Consultant's tasks under the Agreement, and after such time, the Confidential Information shall be returned to SCPPA or at SCPPA's written request, destroyed, and Consultant shall retain no copies of the Confidential Information.

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

Notwithstanding these restrictions, (a) Consultant may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Agreement, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) SCPPA may disclose Confidential Information to Members, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Each Disclosing Party warrants that it has the right to disclose the information that it discloses.

14. **[INCLUDE IF MASTER GOODS AND SERVICES AGREEMENT]** **SCPPA's Right to Inspect Property:** Upon reasonable notice to Contractor, SCPPA and/or Members shall have the right during the performance of the Work to inspect the site, subject in all cases to all applicable rules, policies and regulations related to safety, as well as state and local building code and ordinance compliance, including Contractor's and its subcontractors' reasonable safety precautions, provided that such inspection and presence does not unreasonably interfere with or delay the completion of the Work and Contractor's performance of its other obligations under this Agreement.
15. **[INCLUDE IF MASTER GOODS AND SERVICE AGREEMENT]** **Title to Goods and Warranties:**
  - (a) Title to Goods. The risk of loss and title to goods supplied by Contractor to SCPPA pursuant to the Work Scope shall pass upon delivery to SCPPA, unless otherwise specified in the

Work Scope.

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

**16. Dispute Resolution:**

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

**17. Representatives:**

SCPPA's representative for administration of this Agreement:

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

Consultant's representative for this Agreement:

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

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

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

**18. Notices:**

Notices, requests, demands and other communications made pursuant to this Agreement shall be deemed given only if in writing signed by an authorized representative of the sender and

delivered by first class mail, electronic mail, or by a courier or service guaranteeing overnight delivery to the receiving party, addressed as follows:

To SCPPA:

Michael S. Webster  
Executive Director  
1160 Nicole Court  
Glendora, CA 91740  
[mwebster@scppa.org](mailto:mwebster@scppa.org)

To Consultant:

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

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

Notice shall be deemed effective: 1) immediately, upon personal delivery or upon transmission by electronic mail accompanied by a telephone call to the intended recipient; 2) one (1) calendar day after transmission by electronic mail not accompanied by a telephone call; 3) five (5) calendar days after deposit in first class mail, if mailed within the United States; and 4) ten (10) calendar days after deposit in the mail, if mailed from outside the United States.

**19. Miscellaneous:**

- (a) Assignment – This Agreement is binding upon and shall inure to the benefit of SCPPA and Consultant and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to a successor of the Party’s entire business relating to this Agreement.
- (b) Integration; Conflicts – This Agreement, including Exhibits hereto, contains the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, whether written or oral. Any conflict between the terms of this Agreement and the Exhibits hereto, or any Task Order, the terms of this Agreement shall control. Any conflicts between the Exhibits and any Task Order, the Exhibits shall control.
- (c) Waiver – The failure to enforce any terms of this Agreement or the waiver of any breach of this Agreement shall not constitute a waiver of any other breach or a relinquishment of right to enforce the same or any other provision of this Agreement.
- (d) Severability – If any provision of this Agreement is rendered invalid or unenforceable under any circumstance, the remainder of this Agreement shall continue to be in full force and effect and the provision declared invalid or unenforceable shall continue to be in full force and effect as to other circumstances in accordance with the laws of the State of

California.

- (e) Governing Law – This Agreement is entered into in Los Angeles County in the State of California and shall be governed by, and construed in accordance with, the laws of the State of California.
- (f) Venue – All litigation arising out of, or relating to this Agreement, shall be brought in a state or federal court in the County of Los Angeles in the State of California, both Parties waive any defense of forum non conveniens.

**20. Execution in Counterparts, Electronic Signatures and Document Transmission:**

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

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

***[SIGNATURE PAGE FOLLOWS]***

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

**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY**

By: \_\_\_\_\_

MICHAEL S. WEBSTER  
Executive Director

Approved as to Legal Form:

\_\_\_\_\_  
[ARMANDO ARBALLO] CHRISTINE  
GODINEZ

[Assistant General Counsel] General Counsel

[ ... LEGAL ENTITY NAME ... ]

By: \_\_\_\_\_

[ PRINTED NAME IN CAPS ]

[ Printed Title ]

**EXHIBIT A**

**SCOPE OF SERVICES TO BE PROVIDED UNDER THIS AGREEMENT**

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

**[To Be Completed]**



## **EXHIBIT B**

### **COMPENSATION SCHEDULE AND HOURLY FEES**

In no event shall SCPPA's payment obligations to Consultant for all Services performed or for any other reason exceed [INSERT DOLLAR AMOUNT (the "Not to Exceed Amount")]. Consultant shall provide notice to SCPPA prior to reaching the Not to Exceed Amount. Any 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...]

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**Date:** [ ]

**Project Description:** [ ]

**Participating Member (if applicable):** [ ]

**Consultant:** [ ]

Consultant, SCPPA and the Participating Member(s) (“Participant(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.

#### **Scope of Services**

[General Description Of Services]

#### **Term**

[This Task Order shall Terminate on [date]]

#### **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 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.

#### **Representative(s) of Participating Member(s)**

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

*[SIGNATURE PAGE FOLLOWS]*

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

**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY**

By: \_\_\_\_\_  
MICHAEL S. WEBSTER  
Executive Director

Approved as to Legal Form:

\_\_\_\_\_  
[NAME]  
[Title]

[ ... LEGAL ENTITY NAME ... ]

By: \_\_\_\_\_  
[ ... PRINTED NAME IN CAPS ... ]  
[ ... Printed Title ... ]

**Participating Member’s Acknowledgement and Agreement**

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

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

**NAME OF PARTICIPATING MEMBER (required)**

By: \_\_\_\_\_  
[ ... PRINTED NAME IN CAPS ... ]  
[General Manager / Utility Director]

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