

# TASK ORDER No.: Vernon-03

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**Date:** 3/14/2023

**Project Description:** Compliance Administrative Services and Global Audit Ready Compliance Management Software

**Participating Member:** Vernon Public Utilities

**Consultant:** Radian Generation LLC (“Consultant”)

Consultant, SCPPA and the Participating Member (“Participant”) identified above agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Master Professional Services Agreement (“Agreement”) between SCPPA and Cooper Compliance Corporation (“Cooper”) dated October 17, 2019, and as amended on April 15, 2021, and on May 19, 2022, except as specifically modified herein. In a letter agreement dated November 17, 2022, SCPPA consented to Cooper’s assignment of Cooper’s obligations under the Agreement to Consultant. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

## Scope of Services

Regulatory Compliance Administrative Services including the installing, maintenance, support, document migration, content development, and use of Global Audit Ready software.

**Task 1:** Lease of Global Audit Ready Compliance Management Software, including maintenance and support.

**Task 2:** Migration of Documents (Vernon’s Compliance Programs, Records and Evidence of Compliance) and Content Development (developing, drafting, inputting process narratives, workflows and compliance tasks. (Est. 300 hours @ \$185/hr)

**Task 3:** NERC Compliance Administrative Services

## Term

This Task Order shall be effective from January 1, 2023 through October 17, 2025 (“Task Order Termination Date”). Any services provided by Consultant after the Task Order Termination Date, and without prior execution of an amendment hereto by the Parties, shall be at Consultant’s sole risk and without payment.

## Compensation

### Year 1

Lease of Global Audit Ready Compliance Management Software	\$2,200/mo; \$26,400/year
Gas Regulations Database	\$0

Document Migration and Content Development (Est. 300 hours @ \$185/hr; Senior Project Manager at discounted rate)	\$55,500
Compliance Administrative Services (minimum cost)	\$3,250/mo; \$39,000/year
<b>Total Not-To-Exceed</b>	<b>\$120,900/year</b>

### **Year 2-3**

Lease of Global Audit Ready Compliance Management Software	\$2,200/mo; \$26,400/year
Gas Regulations Database	\$0
Compliance Administrative Services (minimum cost)	\$3,250/mo; \$39,000/year
<b>Total Not-To-Exceed</b>	<b>\$65,400/year</b>

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 of Participating Member**

**Angela Kimmey**  
Deputy City Administrator  
4305 S Santa Fe Ave.  
Vernon, CA  
akimmey@cityofvernon.org  
(323) 583-8811 ext 876

**Lisa Umeda**  
Utilities Compliance Administrator  
4305 S Santa Fe Ave.  
Vernon, CA  
lumeda@cityofvernon.org  
(323) 583-8811 ext 561

***[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:

\_\_\_\_\_  
ARMANDO ARBALLO  
Assistant General Counsel

## **RADIAN GENERATION, LLC.**

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

JOE KASTNER  
Chief Executive Officer

## **Participant's Acknowledgement and Agreement**

The undersigned hereby attests that he or she has the requisite authority to bind the Participant to the obligations set forth in this Task Order. Participant agrees to be responsible for any and all fees, costs and expenses invoiced to SCPPA by 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 work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement, except for the gross negligence or willful misconduct of SCPPA or such other SCPPA members, and their officers, agents, representatives or employees.

## **VERNON PUBLIC UTILITIES**

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

Todd Dusenberry  
General Manager