



Cleaner electricity • Local control • Competitive rates

DESERT COMMUNITY ENERGY

**REQUEST FOR QUOTES
FOR
INTEGRATED RESOURCE PLAN (IRP) SERVICES**

Interested firms should submit quotes via email to:

**DESERT COMMUNITY ENERGY
C/O COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**
Attn: Allen McMillen
procurement@cvag.org

**Quotes must be received by DCE at the email address above by
2:00 p.m. (PDT) on Friday, May 9, 2025
Late quotes will not be considered**

Questions regarding this Request for Quotes should be directed by email to
Allen McMillen at procurement@cvag.org

Issue Date: April 11, 2025

DESERT COMMUNITY ENERGY

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I. BACKGROUND AND INTRODUCTION

DCE is a California joint powers authority formed to offer a CCA program in the desert region of Riverside County. DCE is staffed by the Coachella Valley Association of Governments (CVAG). DCE's members are the cities of Palm Desert and Palm Springs. DCE offers customers the choice to buy cleaner electricity at competitive rates, reducing GHG through the development of robust renewable energy infrastructure. This adds to the local job market while allowing programs like DCE to develop strategies to help customers boost energy efficiency and make clean energy more accessible. DCE works with Southern California Edison to provide electricity transmission and distribution, maintenance, and customer service.

DCE has been the default electricity provider in the City of Palm Springs since it launched service in April 2020, currently serving approximately 82% of electricity customers in Palm Springs. The City of Palm Desert is considering whether it will begin serving customers, with the earliest possible launch date in 2028. DCE contracts with the Coachella Valley Association of Governments for administrative services and staff. DCE is governed by a Board of Directors (Board) with equal representation by an elected official from each participating city. All Board meetings are open to the public. DCE may be required to disclose information received pursuant to this RFQ in accordance with requirements of the Ralph M. Brown Act or the California Public Records Act ("CPRA"), Cal. Gov't Code § 7920 et seq.

Senate Bill (SB) 350 directed the California Public Utilities Commission (CPUC) to ensure that California's electric sector meets its greenhouse gas (GHG) reduction and other policy goals while maintaining reliability at the lowest possible costs. The CPUC developed an Integrated Resource Plan (IRP) process to do this work. The IRP process uses state-of-the-art electric system modeling tools and a robust stakeholder process to help guide the CPUC's decision-making on meeting the electric sector's GHG reduction and reliability goals.

The IRP is a requirement for all load-serving entities (LSEs), including Desert Community Energy (DCE) and other community choice aggregation agencies (CCAs). The focus of the IRP is to ensure that DCE is providing enough energy to serve DCE's load and to quantify its GHG emissions reduction objectives. The IRP process and coordination of this statewide planning effort have gained more significance as energy resources have been strained during recent heat events.

The IRP is generally required to be submitted every two years, and the CPUC updates its requirements each time. On February 15, 2024, the CPUC adopted Decision (D.) 23-02-047 on the 2023 Preferred System Plan and Transmission Planning Process Portfolios (Decision). Pursuant to the Decision, LSEs subject to the CPUC's IRP purview are not required to file individual IRPs any earlier than November 1, 2025. The final 2025 Inputs & Assumptions document is expected to be released mid-2025.

Table 1 provides a summary of DCE's long-term resources with executed contracts.

Table 1 - Existing Long-Term Resources

Developer	Project	Product	Technology	Contract Start Date	Proposed Size (MW)	Annual Energy Delivery (GWh)	Battery Storage Capacity (MW)	Battery Storage Duration (Hours)
Terra-Gen	Coachella Hills Wind II	Energy + Capacity	Wind	05/2021	10.8	36	N/A	N/A
Terra-Gen	East Wind	Energy + Capacity	Wind	01/2023	12.6	34	N/A	N/A
Terra-Gen	Altwind	Energy + Capacity	Wind	01/2023	9.8	25	N/A	N/A
Terra-Gen	Phoenix	Energy + Capacity	Wind	02/2025	11.2	33	N/A	N/A
OhmConnect	Aggregated Demand Response	Capacity Only	Demand Response	01/2023	4.5	N/A	N/A	N/A
SCE	Resource Adequacy	Capacity Only	Storage	01/2023	Variable	N/A	Variable	Variable
SCE	Voluntary Allocation	Renewable Energy Certificates	Geothermal, Small Hydro, Solar, Wind	01/2023	Variable	N/A	N/A	N/A
Fervo Energy	Cape Generating Station	Energy + Capacity	Geothermal	06/2026	3	24	N/A	N/A
NextEra	Desert Sands	Capacity Only	Storage	04/2027	25	N/A	25	8

For this IRP, the Decision adopts an aggregated portfolio that reduces statewide yearly GHG emissions from the electric sector to 25 million metric tons (MMT) by 2035 compared to the previously adopted 38 MMT by 2030 planning target. The Decision formally adopts a high-level set of recommendations that the CPUC has been using for the past two years to determine whether the set of grid resources will provide sufficient reliability. The Decision’s framework creates a more consistent approach to counting each resource type’s contribution to meeting reliability needs.

DCE seeks to retain a qualified professional consultant to assist with developing its next IRP.

Consistent with the California Public Utilities Code and California Public Utilities Commission (CPUC) policy objectives set out in CPUC General Order 156, DCE encourages all eligible Consultants to get certified with the CPUC as a diverse business

enterprise. Please visit the program homepage for an overview of the CPUC Supplier Diversity Program (<https://www.cpuc.ca.gov/supplierdiversity/>). For information on the certification process and requirements, please visit the Certifications page (<https://www.cpuc.ca.gov/about-cpuc/divisions/news-and-public-information-office/business-and-community-outreach/supplier-diversity-program/certification>).

All questions must be written and emailed to the attention of Allen McMillen at procurement@cvag.org and received by DCE by **April 25, 2025, by 2:00 p.m. PDT**. Please note that all addenda will be published on the [DCE Website](#). Consultants are encouraged to check the DCE website regularly for any addenda. Consultants who have provided contact information will receive notification of any addenda.

The award of this contract is subject to the available budget adequate to carry out the provisions of the proposed agreement, including the identified scope of work. DCE reserves the right to reject any or all quotes determined not to be in the best interest of DCE.

II. REQUEST FOR QUOTES

A. SCOPE OF SERVICES

The Services sought under this Request for Quotes (“RFQ”) are outlined in more detail in [Section V: Scope of Work](#). Notwithstanding the inclusion of such Services in [Section V: Scope of Work](#) herein, the final scope of Services negotiated between Coachella Valley Association of Governments (“DCE”) and the successful Consultant shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between DCE and the successful Consultant. A copy of the Agreement is attached hereto as Attachment “A” and incorporated herein by this reference.

B. PROCUREMENT MANAGER

The procurement manager for DCE regarding this RFQ will be Allen McMillen, Management Analyst II, (760)346-1127, procurement@cvag.org, who will coordinate the assistance to be provided to the Consultant.

C. REQUESTS FOR CLARIFICATION

All questions, requests for interpretations or clarifications, either administrative or technical, must be requested in writing and emailed to the DCE procurement manager for this RFQ.

All written questions, if answered, will be answered in writing via an Addendum, conveyed to all interested Consultants who have provided contact information, and posted to the [DCE website](#). Oral statements regarding this RFQ by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing via email on the date identified in [Section IV.A. Selection Schedule](#) herein.

D. TERM OF CONTRACT

The contract term will be for the entire 2024-2026 IRP cycle, beginning July 1, 2025, and ending when the CPUC issues a Decision certifying DCE's IRP. The term may be extended to cover the subsequent IRP cycle as well as DCE's semi-annual Mid-Term Reliability (MTR) compliance filings under the IRP Proceeding and CPUC Decisions 21-06-035 and 23-02-040 at DCE's discretion. Extension of the contract term shall be subject to the availability and appropriation of funds and will be under the same terms and conditions as specified herein.

III. SUBMISSION

A. GENERAL

Please submit Quotes by email in Adobe Printable Document Format (PDF), identified in the subject line as "DCE Integrated Resource Plan Services" to Allen McMillen, procurement@cvag.org. Quotes shall consist of the sections below, mentioned in Section B, in a single PDF file and are to be submitted (emailed) in one email submission.

Technical literature that supports the Consultant's approach to providing the Services and work plan may be submitted to DCE in conjunction with the Quote.

B. CONTENT AND FORMAT OF QUOTE

Quotes are encouraged to be presented in the following order:

1. (Optional) Cover Letter. This letter shall be addressed to Lisa McNeilly, Director of Energy & Sustainability, and shall contain the following:
 - Identification of Consultant(s) that will have contractual responsibility with DCE, including legal name of company, corporate address, and telephone number.
 - Identification of all proposed Subcontractors, if any, including legal name of company, contact person(s) name and mailing address, phone number, and email address.
2. Qualifications, Related Experience, and References. This section shall contain the following:
 - Provide a brief profile of the firm.
 - Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Consultant's ability to complete the Project.
 - Describe the firm's experience in performing work of a similar nature to that solicited in this RFQ.

- Describe the firm’s experience working with the various government agencies and private entities that may have jurisdiction over the approval of the work specified in this RFQ.
 - A minimum of two (2) references should be given. Furnish the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. The consultant(s) may also supply references from other work not cited in this section as related experience.
3. Proposed Staffing and Project Organization. This section shall contain the following:
- Provide education, experience, and applicable professional credentials of project staff. Include relevant professional credentials of “key” project staff.
 - Include a project organization chart that clearly delineates communication and reporting relationships with DCE among the project staff and subconsultants.
4. Work Plan. This section shall contain the following:
- Describe the approach and work plan for completing the tasks specified in the Scope of Work.
 - Outline sequentially the activities that would be undertaken in completing the tasks, specify who would perform them, and identify all deliverables.
 - Identify methods that the Consultant will use to ensure quality control as well as budget and schedule control for the Project.
 - Identify any special issues or problems likely to be encountered during this Project and how the Consultant would propose to address them.
 - Provide Schedule and Deadlines. Please depict the draft schedule in a Gantt chart format.
5. Proposed Fees:
The quote would be best presented in a table format organized by task per [Section V.F. Project Tasks](#) and include hours and hourly rates for all personnel, including subconsultants, and a grand total for the proposed fees.
6. Appendices. This section shall contain the following:
- Recent and Relevant Projects: Provide an example of a similar scoped project deliverable conducted within the last three (3) years or in process if at least in the final draft stage. If published online, the Consultant may provide a link in lieu of inserting a lengthy document into the appendices.
 - (Optional) Changes to Professional Services Contract – DCE’s standard professional services contract is included as [Attachment “A”](#) in this Request for Quotes.

IV. SUBMISSION PROCESS

A. SELECTION SCHEDULE

Quotes are due by **May 9, 2025, no later than 2:00 p.m. PDT**. Staff may contact Consultant(s) for further clarification regarding their Quote or to schedule a virtual interview. The tentative schedule is as follows:

Item	Date
Release of Request for Quotes	April 11, 2025
Deadline for Submittal of Questions	April 25, 2025 (2:00 p.m. PDT)
Responses to Questions via Addendum	April 30, 2025 (by 3:00 p.m. PDT)
Deadline for Receipt of Quotes	Friday, May 9, 2025 (2:00 p.m. PDT)
Potential Virtual Interviews (tentative)	May 19-23, 2025
Expected contract award	July 1, 2025

The schedule above is tentative, and DCE retains the sole discretion to adjust dates.

V. SCOPE OF WORK

A. GENERAL CONDITIONS AND REQUIREMENTS

Through this RFQ, DCE is seeking a consultant to assist with developing its next IRP. Quotes submitted should identify your firm's approach, recommendations, and budget for the following Scope of Work (Scope). The tasks set out in the Scope are collectively referred to as the Project.

The Scope shall include but not be limited to the following work to be performed and provided by the Consultant. Quotes may deviate or expand on this Scope based on individual experience and judgment to deliver a complete work product. Suggested changes to the Scope that improve the performance, reliability, and financial impact of DCE's resources and retail rates are especially encouraged.

DCE anticipates the Scope will be like that done for the previous IRP cycles. The Consultant shall be responsible for the reproduction, binding, circulation, and distribution of all deliverables pursuant to DCE requirements. The Consultant is responsible for the

accuracy and completeness of the Project deliverables and shall check all such material accordingly.

The Consultant shall submit all project files to DCE upon completion of the project. All studies, plans, reports, data, manuals, databases, and spreadsheets developed during the life of this contract for DCE shall become the property of DCE.

The Consultant shall employ risk management techniques that identify potential risks and uncertainties related to the development of the Project. If at any time during the performance of this Scope of Services, the Consultant observes, encounters, or identifies any circumstance that could pose a potential risk, the Consultant shall notify DCE.

B. QUALITY ASSURANCE

The Consultant is responsible for the accuracy and completeness of the deliverables furnished under the Project and shall meet that responsibility through quality assurance practices that are standard to the profession. The Consultant's quality assurance practices shall ensure the following:

- All work is done in accordance with good engineering practice, and all analysis and technical work meets the standards set forth herein.
- A process is established whereby all deliverables and analyses are independently checked, corrected, and backchecked in accordance with accepted practice.
- Deliverables and computations must be accompanied by supporting documentation that may include copies of appropriate lists of deliverables, tables, etc.

C. PROJECT PROGRESS

The Consultant shall establish internal accounting methods and procedures acceptable to DCE for documenting and monitoring contract costs.

The Consultant shall report in a timely manner, through correspondence or progress reports, whenever it appears that approved schedules will not be met and whether the reasons are within the Consultant's control.

Until the IRP is submitted, the Consultant shall prepare and submit a monthly status report to DCE that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress. It will identify problem areas and provide evaluations, recommendations, and an outline of the process that the Consultant and DCE will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice. Progress reports shall include the total number of hours worked by the Consultant's and sub-consultant's personnel.

Progress meetings between the Consultant and DCE shall be held as needed to discuss progress, potential problems, plans for the next period, and other progress issues. CVAG

will establish the dates and times of these meetings with the Consultant. The Consultant shall provide CVAG with a written agenda for the meeting.

D. PROJECT TASKS AND DELIVERABLES

The Scope shall include but not be limited to the following work (tasks) to be performed and provided by the Consultant. Quotes may deviate or expand on this Scope based on individual experience and judgment to deliver a complete work product. Suggested changes to the Scope that improve the performance, reliability, and financial impact of DCE's resources and retail rates are especially encouraged.

DCE anticipates the Scope will be like that done for the previous IRP cycles.

TASK 1: RESOURCE PLAN DEVELOPMENT

The Consultant will work with DCE's procurement provider, The Energy Authority (TEA), and DCE staff to understand DCE's current resource portfolio based on the results of prior solicitations. Using the current portfolio as a starting point, the Consultant will prepare a conforming resource portfolio using an assumed resource mix that will balance the following planning objectives:

- Goals set by the IRP statute, including cost minimization and support for disadvantaged communities
- Compliance with all CPUC requirements, including limits on greenhouse gas emissions
- Compliance with past CPUC Mid-term Reliability procurement orders
- Meeting DCE planning goals as approved by its Board
- Contribution to resource adequacy and renewable portfolio standard requirements
- Tailoring to customer product preferences (i.e., enrollment in Desert Saver versus Carbon Free products)

The Consultant will work with DCE and TEA to recommend a portfolio that strives to achieve minimal risk relative to cost, consistent with DCE's renewable and GHG reduction goals. The Consultant will include local resource options that DCE may wish to consider and/or acquire in accordance with Board direction.

TASK 2: DATA TEMPLATES

Once the Consultant has defined the resource portfolio, the Consultant will complete the assigned data templates from the CPUC. These will include the Clean System Power calculator that calculates portfolio emissions and the resource data template that provides detailed information for each resource contract in the portfolio.

TASK 3: NARRATIVE DOCUMENT

The Consultant will lead the process of drafting the IRP narrative document, starting with the narrative template provided by the CPUC. The narrative document describes the resource portfolio, documents emissions modeling results, and discusses resource development risks, among many other CPUC requirements.

TASK 4: PLAN COMPLIANCE SUPPORT

As in the past IRP cycles, after IRP materials are filed with the CPUC, the CPUC staff may have questions and issue data requests to DCE. The consultant will assist DCE with responding to such requests. The Consultant will also strive to submit IRP materials that meet all CPUC requirements to the best of its ability. However, if the IRP is found deficient by the CPUC, the Consultant will also provide the necessary materials to bring the plan to compliance.

TASK 5: AS NEEDED SUPPORT

The Consultant will support DCE on IRP-related matters on an as-needed basis. This may include answering questions from DCE's Board or preparing presentations on the IRP for the Board or DCE internal staff.

DELIVERABLES AND SCHEDULE

Outlined below is a description of deliverables associated with developing an IRP for DCE and the estimated schedule for completing this work based on the assumption that the next IRP will be due on November 1, 2025. Based on final proceedings and Decisions that may occur after this RFQ, adjustments may be needed to comply with the final IRP requirements established by the CPUC.

1. KICK-OFF MEETING

The Consultant will attend a meeting with appropriate TEA and DCE Staff to map out the management and responsibility paths and refine the scope and schedule for the IRP upon a schedule to be manually determined by the Parties.

2. DATA REVIEW

The Consultant will work with DCE and TEA to gather data concerning potential resources to include in the IRP, including, but not limited to: forecast load; compensation and incentivization of net-energy-metered resources; remote renewable resources, fossil, and other non-RPS compliance resources. Based on the cost and characteristics of the various resources, the Consultant will create a matrix of possible resources to be used in the IRP.

Estimated completion date: 4 weeks after the Kick-off meeting.

3. DRAFT OF IRP FOR REVIEW

Based on the potential resources identified in Task 2 (Data Review), and in conjunction with TEA and DCE Staff, the Consultant will draft an IRP.

Estimated date: 4-8 weeks from the completion of Task 2 (Data Review).

4. WORKING IRP FOR PLANNING

Based on the feedback from TEA and DCE, the Consultant will produce a “working IRP” to serve as a guide for DCE’s procurement activities.

Estimated date: 2 weeks from the receipt of TEA/DCE feedback in Task 3 (Draft of IRP).

5. MONITORING OF IRP PROCEEDINGS AT THE CPUC

The Consultant will monitor the ongoing IRP proceedings at the CPUC. The Consultant will provide periodic updates to DCE on proceeding statuses.

This task will be ongoing from the Kick-off meeting.

6. DRAFT IRP FOR CPUC SUBMISSION

Based on the Working IRP and the requirements set by the CPUC, the Consultant will prepare the formal IRP for submission to the CPUC. The Draft IRP must be completed before the Board meeting scheduled for October 20, 2025, so it can be reviewed at the public meeting.

Estimated date: October 6, 2025

END OF SCOPE OF WORK

ATTACHMENT A: PROFESSIONAL SERVICES AGREEMENT

SEE FOLLOWING PAGES.

**ATTACHMENT A
DESERT COMMUNITY ENERGY
SAMPLE PROFESSIONAL SERVICES
AGREEMENT**

The following is a sample DCE Agreement that will be negotiated between DCE and selected Proposer. Additional terms and conditions may be incorporated dependent on circumstances.

This Professional Services Agreement (“**Agreement**”) is made and entered into on [INSERT DATE], 2025, by and between DESERT COMMUNITY ENERGY, a California joint powers authority (“**DCE**”) and [INSERT NAME AND CORPORATE ORGANIZATION], a _____ Corporation (“**Consultant**”). DCE and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of certain professional services required by DCE on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing technical services for DCE’s community choice energy program, is licensed in the State of California, and is familiar with the plans of DCE.

B. DCE desires to engage Consultant to render such professional services for the implementation of DCE’s community choice energy program (“**Project**”) as set forth in this Agreement.

AGREEMENT

1. Scope of Services and Term.

1.1 General Scope of Services. Consultant promises and agrees to furnish to DCE all labor and services and incidental and customary work necessary to fully and adequately supply DCE the implementation services necessary for the Project (“**Services**”). The Services are more particularly described in Exhibit A attached hereto, and which are stated in the proposal to DCE. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules and regulations.

1.2 Term. The term of this Agreement shall be from [INSERT DATE] to [INSERT DATE], unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

2. Responsibilities of Consultant.

2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. DCE retains Consultant on an independent

contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of DCE and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services, which is stated in the proposal to DCE and set forth in Exhibit B attached hereto. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, DCE shall respond to Consultant's submittals in a timely manner. Upon request of DCE, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of DCE.

2.4 Substitution of Key Personnel. Consultant has represented to DCE that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of DCE. In the event that DCE and Consultant cannot agree as to the substitution of key personnel, DCE shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to DCE, or who are determined by DCE to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of DCE. The key personnel for performance of this Agreement are as follows:

[INSERT PERSONNEL]

2.5 DCE's Representative. DCE hereby designates the Executive Officer, or designee, to act as its representative for the performance of this Agreement ("**DCE's Representative**"). DCE's Representative shall have the w to act on behalf of DCE for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than DCE's Representative, or designee.

2.6 Consultant's Representative. Consultant hereby designates **[INSERT NAME]**, or his or her designee, to act as its Representative for the performance of this Agreement ("**Consultant's Representative**"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and

attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

2.7 Coordination of Services. Consultant agrees to work closely with DCE staff in the performance of Services and shall be available to DCE's staff, consultants and other staff at all reasonable times.

2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from DCE, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subcontractors who is determined by DCE to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to DCE, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to DCE, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold DCE, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

2.10 Insurance.

2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to DCE that it has secured all insurance required under this section, in a form and with insurance companies acceptable to DCE. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to DCE that the subcontractor has secured all insurance required under this section.

2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence, \$2,000,000 for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability Coverage of at least \$1,000,000 per accident for bodily injury or disease.

2.10.3 Professional Liability. Consultant shall procure and maintain, and require its subcontractors to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim and in the aggregate. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by DCE to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7)

Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give DCE, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from DCE’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) DCE, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects DCE, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by DCE, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage.

(i) Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against DCE, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to DCE, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore,

the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DCE (if agreed to in a written contract or agreement) before DCE's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Consultant shall provide DCE at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to DCE at least ten (10) days prior to the effective date of cancellation or expiration.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by DCE, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, DCE has the right but not the duty to obtain the insurance it deems necessary and any premium paid by DCE will be promptly reimbursed by Consultant or DCE will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, DCE may cancel this Agreement. DCE may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(vi) Neither DCE nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to DCE, its directors, officials, officers, employees, agents and volunteers.

2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by DCE. Consultant shall guarantee that, at the option of DCE, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DCE, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to DCE.

2.10.8 Verification of Coverage. Consultant shall furnish DCE with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to DCE. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by DCE if requested. All certificates and endorsements must be received and approved by DCE before work commences. DCE reserves the right to require complete, certified copies of all required insurance policies, at any time.

2.10.9 Subcontractor Insurance Requirements. Consultant shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to DCE that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name DCE as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, DCE may approve different scopes or minimum limits of insurance for particular subcontractors.

2.10.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3. Fees and Payments.

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit C, attached hereto. The total compensation shall not exceed [INSERT CAP] without written approval of DCE's Board of Directors. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Consultant shall submit to DCE a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. DCE shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by DCE.

3.4 Extra Work. At any time during the term of this Agreement, DCE may request that Consultant perform Extra Work. As used herein, "**Extra Work**" means any work which is determined by DCE to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from DCE's Representative.

4. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of DCE during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

5. **General Provisions.**

5.1 Termination of Agreement.

5.1.1 Grounds for Termination. DCE may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to DCE, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, DCE may require Consultant to provide all finished or unfinished Documents and Data and other

information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, DCE may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

DCE: Desert Community Energy
74-199 El Paseo Drive, Suite 100
Palm Desert, CA 92260

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

5.3 Ownership of Materials and Confidentiality.

5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for DCE to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“**Documents & Data**”). Consultant shall require all subcontractors to agree in writing that DCE is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by DCE. DCE shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at DCE’s sole risk.

5.3.2 Intellectual Property. In addition, DCE shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically

or otherwise recorded on computer media (“**Intellectual Property**”) prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

DCE shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by DCE, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of DCE.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of DCE.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

DCE further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of DCE, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use DCE’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DCE.

5.3.4 Infringement Indemnification. Consultant shall defend, indemnify and hold DCE, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity

in consequence of the use on the Project by DCE of the Documents & Data, including any method, process, product, or concept specified or depicted.

5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of DCE's choosing), indemnify and hold DCE, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against DCE, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against DCE or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse DCE and its directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, DCE, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.

5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California.

5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

5.10 DCE's Right to Employ Other Consultants. DCE reserves right to employ other consultants in connection with this Project.

5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of DCE. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to DCE include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DCE shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DCE, during the term of his or her service with DCE, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.19 Equal Opportunity Employment and Subcontracting. Consultant represents that it is an equal opportunity employer and it shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of applicants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Further, Consultant shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self- insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

5.23 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of DCE. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement as of the date first written above.

DESERT COMMUNITY ENERGY

CONSULTANT

By : _____
Name: _____
Title: _____

By : _____
Name: _____
Title: _____

APPROVED AS TO FORM:

General Counsel

EXHIBIT A
SCOPE OF SERVICES

[INSERT]

EXHIBIT B
SCHEDULE OF SERVICES

[INSERT]

EXHIBIT C

COMPENSATION BILLING RATES

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
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