

## PROGRAM PARTICIPATION AGREEMENT

This Program Participation Agreement (“Agreement”), made as of the last date signed below (the “Effective Date”), by and between City of Manhattan Beach (“Participant”), and Clean Power Alliance of Southern California, a Joint Powers Authority and Community Choice Aggregation program (“CPA”), referred to individually or collectively as “Party” or “Parties,” is to enroll Participant in the CPA Reach Code Program for Building and Transportation Electrification (“Reach Code Program”), described in more detail below.

### RECITALS

WHEREAS, CPA desires to support community building and transportation electrification efforts in its service territory through its Reach Code Program (described in the Reach Code Program website and attached hereto as Exhibit A), which seeks to help Participant develop and adopt building and electrical vehicle (“EV”) infrastructure reach codes that will result in healthier indoor air quality, increased EV charging infrastructure, and reductions in greenhouse gas emissions;

WHEREAS, Participant has received direction from its City Council through an adopted climate action plan, associated document, or other directive to pursue reach codes with respect to new construction;

WHEREAS, to implement the Reach Code Program, CPA has entered into the Professional Services Agreement, dated as of February 2, 2023, by and between TRC Solutions, Inc. (“TRC”) and CPA, under which TRC will provide technical support for Participant as it engages in its own effort to develop, draft, review, and/or adopt Participant’s reach code;

WHEREAS, CPA intends to make TRC or a successor consultant (“Contractor”) available to Participant and other CPA member agencies to support Participant as it engages in its own effort to develop, draft, review, and/or adopt Participant’s reach codes;

WHEREAS, Participant desires technical support from Contractor as Participant develops, drafts, reviews, and/or adopts reach codes; and

WHEREAS, Participant may seek financial support provided by CPA to offset the cost of staff time for Participant to develop, draft, review, adopt, and/or implement reach codes.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties as follows:

### AGREEMENT

1. **Term.** This Agreement begins on the Effective Date and ends on December 31, 2026 (“Initial Term”). At the end of this Initial Term, the Parties may mutually agree to extend the term of this Agreement for six (6) months (“Renewal Term”; the Initial Term together with the Renewal Term, if any, shall be referred to as the “Term”).

**2. Termination.**

- a. Convenience. Any Party may terminate this Agreement for convenience and without liability to the other Party upon giving the other Party thirty (30) days prior written notice.

**3. CPA Obligations**

- a. CPA will make commercially reasonable efforts to ensure the availability of Contractor during the Reach Code Program term. CPA does not guarantee that (a) Contractor will be able to perform all duties that Participant staff would otherwise perform, or (b) that participation in the Reach Code Program guarantees adoption of a new or existing building reach code.
- b. CPA will provide financial awards to Reach Code Program participants upon completion of the milestones outlined in Exhibit B to this Agreement. Award amounts and participant requirements are subject to change at the sole discretion of CPA, provided that CPA provides prior written notice to Participant.
- c. CPA will monitor the technical support provided by Contractor and help coordinate reach code efforts with regional stakeholders.
- d. CPA will make best efforts to, or will coordinate with Contractor to make best efforts to, attend or provide support to Participant City Council meetings with respect to adoption of reach codes.

**4. Participant Obligations**

- a. General Obligations:
  - i. Participant agrees to engage with Contractor, including by designating staff to serve as primary contacts with Contractor.
  - ii. Participant agrees and acknowledges that all tools, templates, and other resources generated by the Contractor during the development of new construction reach codes will be the intellectual property of CPA.
  - iii. Participant agrees that any adopted reach code may be posted on Reach Code Program websites by Contractor and CPA.
  - iv. Participant agrees that it shall use best efforts to adopt a reach code that is approved by its City Council by June 30, 2026.
- b. Participant may elect to apply for a financial award, as described in Exhibit B attached hereto, by completing a Program Award Application, attached hereto as Exhibit C, and submitting the required documentation described therein. Participant

agrees and acknowledges that CPA shall have the right to modify the Program Award Application at any time.

- c. Participant acknowledges and agrees that Participant is solely and exclusively responsible and liable for Participant's development, drafting, review, adoption, and/or implementation for Participant's reach codes. Participant further agrees to conduct its own due diligence and review, including any technical or legal review of any proposed reach code that is considered by Participant.

**5. NO LIABILITY; NO REPRESENTATION OR WARRANTY; INDEMNITY.**

- a. CPA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE WITH RESPECT TO (1) SERVICES PROVIDED BY CONTRACTOR TO PARTICIPANT AND (2) ANY REACH CODE ADOPTED BY PARTICIPANT.
- b. INDEMNIFICATION. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE OTHER PARTY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, MEMBERS, VOLUNTEERS, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, EXPENSES, CLAIMS, AND/OR JUDGMENTS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS THAT MAY DIRECTLY OR INDIRECTLY ARISE AND/OR RESULT FROM THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION SHALL BE ONLY IN PROPORTION TO AND TO THE EXTENT THAT SUCH CLAIMS, JUDGMENTS, CAUSES OF ACTION, DAMAGES, PENALTIES, COSTS, LIABILITIES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS INCURRED IN THE DEFENSE OF ANY SUCH CLAIM OR ANY ACTION OR PROCEEDING BROUGHT THEREON ARISE FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF INDEMNIFYING PARTY, AND ITS OFFICERS, EMPLOYEES, INVITEES, OR AGENTS. NOTWITHSTANDING THE FOREGOING, CPA SHALL BE UNDER NO OBLIGATION WHATSOEVER TO INDEMNIFY PARTICIPANT OR HOLD PARTICIPANT HARMLESS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, COSTS, OR DISBURSEMENTS AS A RESULT OF PARTICIPANT'S CONSIDERATION, DEVELOPMENT, REVIEW, DRAFTING, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S REACH CODE.

- c. LIMITATION OF LIABILITY. CPA SHALL NOT BE LIABLE TO PARTICIPANT FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, LOST PROFIT, LOST OPPORTUNITY, OR EXEMPLARY DAMAGES FOR ANY CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO PARTICIPANT'S DEVELOPMENT, DRAFTING, REVIEW, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S REACH CODES, ANY SERVICES PROVIDED BY CONTRACTOR, AND/OR ANY OTHER CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE.

## **6. Insurance.**

- a. The Parties agree to provide and maintain throughout the term of this Agreement, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees, and contractors for the term of this Agreement. This insurance shall include general liability insurance with coverage limits of \$2,000,000 per occurrence and \$2,000,000 aggregate (unless the aggregate is on a per-policy basis, in which case the aggregate shall be a minimum of \$4,000,000). This insurance shall be endorsed to include the following: (i) CPA, its Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on Participant's commercial general liability policy, and Participant's Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on CPA's commercial general liability policy; and (ii) a written notice to be mailed to the other Party 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- b. The Participant agrees to maintain throughout the term of this Agreement, at their own expense, an automobile liability policy covering any auto (including owned, hired, and non-owned autos) with limits no less than \$1,000,000 per occurrence for bodily injury and property damage.
- c. The Parties agree to maintain throughout the term of this Agreement, at their own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 per occurrence for bodily injury or disease.
- d. Upon request, either Party shall provide the other evidence of such coverage naming the other Party as an additional insured including an additional insured endorsement issued by the insurance company or program of self-insurance.

- e. CPA may waive or change any of the requirements in this Section 6 at its discretion, upon mutual agreement with the Participant.
  - f. Nothing herein waives or reduces a Party's indemnification obligations pursuant to Section 5.
7. **Publicity.** Any marketing materials generated by Participant related to the performance of this Agreement should reference CPA's contributions. Each Party shall make best efforts to display or utilize the words "Clean Power Alliance" and "Manhattan Beach" in all marketing materials, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles (to the extent possible); provided, that CPA may omit "Manhattan Beach" from CPA marketing materials when publicizing the Reach Code Program generally and not specifically with respect to (a) this Agreement or (b) Participant's participation in the Reach Code Program. Any piece of publicity issued by Participant, including those mentioned above, must be reviewed and approved by CPA before issuing a press release. Participant agrees to provide CPA with reasonable time for review before such issuance.

Where CPA and Participant logos are used on any signage or documentation arising from this partnership, the logos of each Party will be of equal size. No signs may be posted, exhibited, or displayed on or about Participant property, except signage required by law or contemplated under this Agreement, without prior written approval from Participant.

8. **General Provisions.**

- a. Entire Agreement. This Agreement represents the full and complete understanding between the Parties as to the subject matter of this Agreement and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties related to the subject matter of this Agreement.
- b. Amendment. Any amendment to or modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement.
- c. Governing Law and Venue. This Agreement is governed by the laws of the State of California. Any lawsuit filed in relation to this Agreement must be filed with the Superior Court for the County of Los Angeles, State of California.
- d. Third Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.
- e. Independent Parties. Each Party shall perform its responsibilities and activities

described herein separately and not as an officer, agent, employee, or volunteer of the other Party hereto. Each Party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

- f. Headings. The headings in this Agreement are for convenience only, are not a part of the Agreement, and in no way affect, limit, or amplify the terms or provisions of this Agreement.
- g. Severability / Partial Invalidity. If any term or provision of this Agreement, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.
- h. Survival. All provisions which by their nature must continue after the Agreement expires or is terminated shall survive the Agreement and remain in full force and effect, including but not limited to the indemnification requirement in Section 5.
- i. Notices. All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery; or the date confirmed by the reputable overnight delivery service; or on the fifth calendar day after deposit in the United States Mail, postage prepaid; or the next business day following submission by electronic mail:

To CPA:  
Joanne O'Neill  
Director, Customer Programs  
801 S. Grand Ave., Suite 400  
Los Angeles, CA 90017  
joneill@cleanpoweralliance.org

With a copy, which shall not serve as notice as required or specified herein, to:

Francis Choi  
Assistant General Counsel  
801 S. Grand Ave., Suite 400  
Los Angeles, CA 90017  
fchoi@cleanpoweralliance.org

To Participant:  
Talyn Mirzakhian  
City Manager  
City of Manhattan Beach  
1400 Highland Ave  
Manhattan Beach, CA 90266  
tmirzakhian@manhattanbeach.gov

- j. Electronic Signatures. This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.
- k. Execution in Counterparts. This Agreement may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

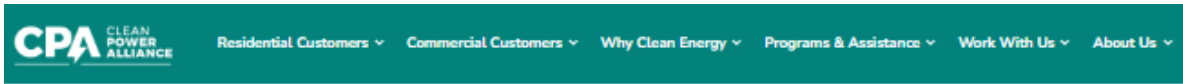
IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date of execution set forth below.

\_\_\_\_\_  
Ted Bardacke  
Chief Executive Officer  
Clean Power Alliance of Southern California  
Date:

\_\_\_\_\_  
Talyn Mirzakhian  
City Manager  
City of Manhattan Beach  
Date:

**Exhibit A**

**Reach Code Program Information**



# Reach Code Program for Building and Transportation Electrification

Clean Power Alliance (CPA)’s Reach Code Program supports our member agencies in evaluating and adopting building electrification codes that will result in healthier indoor air quality, increases in electric vehicle (EV) charging infrastructure, and reductions in harmful greenhouse gas (GHG) emissions.

CPA has hired TRC Companies Inc., a technical consultant, who in partnership with CPA will provide technical support, model codes, community outreach support, and other resources to member agency staff.

Please note that applications are currently closed, as the Reach Code program will sunset in early 2026. Program resources are still accessible on this webpage and by clicking on the “Learn More” button to the right.



To access the tools and resources available to member agencies:

[Learn More](#)

**Download the Reach Codes Program Factsheet [here](#).**

## FAQs

**^ What are reach codes?**

A reach code is a local building energy code that “reaches” beyond or exceeds the state minimum requirements for energy use in building design and construction. They are adopted by city councils and county boards of supervisors with input from builders, contractors, and community members.

Reach codes typically promote that a new building be constructed with additional EV charging locations, electric water heating, space heating, cooking, or other appliances and that existing buildings receive upgrades at specific points like time-of-sale or when an old appliance is replaced.



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^ Why establish reach codes?

Reach codes are a cost-effective way for city and county governments to align with state climate neutrality goals, increase EV adoption, improve air quality, and reduce greenhouse gas emissions in their communities. Furthermore, CPA customers receive additional GHG benefits from higher renewable content electricity as more fossil fuels are switched to electricity.

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^ Program benefits

This program leverages technical expertise from other California Community Choice Aggregators (CCAs), stakeholders like Southern California Edison (SCE), and contractors who work closely with each member agency. Model codes and presentation templates will ease the workload for member agencies to pursue reach codes. The program will also help participants perform public outreach and building contractor education to ensure support for the codes they seek to pass.

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^ Member agency financial support

CPA is providing financial support to cover your agency's staff time while pursuing reach codes. These benefits will range from \$2,500 – \$25,000.

For more information and details on how to apply, please visit [cpareachcodes.org](http://cpareachcodes.org).



Customer Support: 888-585-3788  
TTY: 323-214-1296

Customer Service

- Contact CPA
- Contact Energy Team
- Outage Information
- Customer Notices
- Request a Public Record

Join Our Mailing List

For the latest news and updates from Clean Power Alliance. We look forward to connecting with you!

Stay Updated

**Exhibit B****Reach Code Program Financial Award Offerings**

Participants may apply for a New Construction: Prospective Adopter award upon completion of the milestones listed below. “New Construction” means (1) a building that has never been used or occupied for any purpose or (2) an Existing Building (as defined below) that undergoes renovation such that 50% or more of the foundation or structural wall is replaced.

Participants may also apply for the Existing Building Pilot award, which includes two separate funding phases, each subject to separate milestones. “Existing Building” means a building erected prior to the date of adoption of the applicable jurisdiction’s reach code, or one for which a legal building permit has been issued. Participants for the Existing Building Pilot award must indicate which milestone award they are applying for and submit separate Program Award Applications for each milestone award.

<b>Award Type</b>	<b>Award Value</b>	<b>Requirements</b>
New Construction: Prospective Adopter*	<b>\$12,500</b>	<ul style="list-style-type: none"> <li>• Executed Program Participation Agreement</li> <li>• Participant must submit a New Construction reach code to City Council or Board of Supervisors (“BOS”) for consideration of adoption during the Term of the Agreement</li> <li>• Program Award Application after submittal of code to City Council or BOS for approval</li> </ul>
Existing Building Pilot	<b>\$25,000 (total)</b>  <b>Milestone 1:</b> <b>\$12,500</b>  <b>Milestone 2:</b> <b>\$12,500</b>	<ul style="list-style-type: none"> <li>• Executed Program Participation Agreement</li> <li>• Participant must obtain a directive from City Council or BOS committing Participant to investigate Existing Building reach codes. Directives include: <ul style="list-style-type: none"> <li>○ Letter of Intent approved by City Council or BOS - or -</li> <li>○ Resolution passed by City Council or BOS to evaluate Existing Building reach codes - or -</li> <li>○ Adopted Climate Action Plan**</li> </ul> </li> <li>• Program Award Application</li> <li>• Executed Program Participation Agreement</li> <li>• Program Award Application</li> <li>• Participant must submit an Existing Building reach code to City Council or BOS for consideration of adoption during the Term of the Agreement</li> </ul>

*\* New Construction: Prospective Adopter awardees are also eligible for the Existing Building Pilot award, subject to meeting all applicable award requirements*

*\*\* A Climate Action Plan or similar document that has been adopted by City Council or BOS that includes an existing building reach code measure with a timeline of implementation that overlaps with CPA’s 4-year Reach Code Program.*

**Exhibit C****Form of Program Award Application**

Clean Power Alliance’s (“CPA’s”) Reach Code Program for Building and Transportation Electrification (“Reach Code Program”) provides technical and financial assistance to help eligible CPA member agencies (each an “Applicant”) develop and adopt building and electrical vehicle (“EV”) infrastructure reach codes that will result in healthier indoor air quality, increases in EV charging infrastructure, and reductions in greenhouse gas emissions. CPA has contracted with TRC Solutions, Inc. (“Contractor”) to provide technical and stakeholder engagement support.

**Objective & Overview**

The purpose of this Program Award Application is to outline the requirements for Applicants to receive financial awards while participating in CPA’s Reach Code Program.

“New Construction” means (1) a building that has never been used or occupied for any purpose or (2) an Existing Building (as defined below) that undergoes renovation such that 50% or more of the foundation or structural wall is replaced.

Applicants may also apply for the Existing Building Pilot award, which includes two separate funding phases, each subject to separate milestones. “Existing Building” means a building erected prior to the date of adoption of the applicable jurisdiction’s reach code, or one for which a legal building permit has been issued. Applicants for the Existing Building Pilot must indicate which milestone award they are applying for and submit separate Program Award Applications for each milestone award.

<b>CPA Financial Award Offerings</b>		
<b>Award Type</b>	<b>Award Value</b>	<b>Requirements</b>
<b>New Construction: Prospective Adopter*</b>	<b>\$12,500</b>	<ul style="list-style-type: none"> <li>• Executed Program Participation Agreement</li> <li>• Participant must submit a New Construction reach code to City Council or Board of Supervisors (“BOS”) for consideration of adoption during the term of the Program Participation Agreement</li> <li>• Program Award Application after submittal of code to City Council or BOS for approval</li> </ul>
<b>Existing Building Pilot</b>	<b>\$25,000 total:</b>	
	<b>Milestone 1: \$12,500</b>	<ul style="list-style-type: none"> <li>• Executed Program Participation Agreement</li> <li>• Applicant must obtain a directive from City Council or BOS committing Applicant to investigate Existing Building reach codes. Directives include: <ul style="list-style-type: none"> <li>○ Letter of Intent approved by City Council or BOS - or -</li> <li>○ Resolution passed by City Council or BOS to evaluate Existing Building reach codes - or -</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>○ Adopted Climate Action Plan**</li> <li>● Program Award Application</li> </ul>
	<b>Milestone 2: \$12,500</b>	<ul style="list-style-type: none"> <li>● Executed Program Participation Agreement</li> <li>● Program Award Application</li> <li>● Applicant must submit an Existing Building reach code to City Council or BOS for consideration of adoption during the term of the Program Participation Agreement</li> </ul>

*\* New Construction: Prospective Adopter awardees are also eligible for the Existing Building Pilot award, subject to meeting all applicable award requirements*

*\*\* A Climate Action Plan or similar document that has been adopted by City Council or BOS that includes an existing building reach code measure with a timeline of implementation that overlaps with CPA's 2-year Reach Code Program.*

Award amounts and application requirements are subject to change at the sole discretion of CPA, provided that CPA provides prior written notice to Applicant.

## Eligibility Checklist

Applicant shall check the box(es) below for the type of financial award it is applying for and check box(es) indicating which requirements have been completed.

To submit an application, make sure all required documents have been attached to an email and send to: [cpareachcodes@cleanpoweralliance.org](mailto:cpareachcodes@cleanpoweralliance.org). Title your email: "{Applicant Name} Program Award Application". Applications will be accepted through the Program Term.

### **New Construction: Prospective Adopter**

- Applicant has executed a Program Participation Agreement.
- Participant must submit a New Construction reach code to City Council or Board of Supervisors ("BOS") for consideration of adoption during the term of the Program Participation Agreement.
- Program Award Application after submittal of code to City Council or BOS for approval.

### **Documents to Include**

- Agenda and related materials from City Council / County Board of Supervisors meeting where new construction reach code was discussed.
- W-9 form.

### **Existing Building Pilot:**

- Milestone Payment 1: \$12,500**

- Applicant has been selected for the Existing Building Pilot and has executed a Program Participation Agreement.
- Applicant affirms that it has obtained a **directive from City Council / County Board of Supervisors** committing Applicant to investigate existing building reach codes. Directives include:
  - Letter of Intent approved by City Council or BOS - or -
  - Resolution passed by City Council or BOS to evaluate existing building reach codes - or -
  - Adopted Climate Action Plan\*
- Applicant has a Program Award Application.

**Documents to Include**

- Related materials documenting directive from City Council or County Board of Directors to pursue an existing building reach code.
- W-9 form.

**Milestone Payment 2: \$12,500**

- Applicant has executed a Program Participation Agreement.
- Applicant has a Program Award Application.
- Applicant must submit an existing building reach code to City Council or BOS for consideration of adoption during the term of the Program Participation Agreement.

**Documents to Include**

- Agenda and related materials from City Council / County Board of Supervisors meeting where an existing building reach code was presented.
- W-9 form.

I hereby certify that, to the best of my knowledge, the provided information is true and accurate and that I am authorized to provide such information.

\_\_\_\_\_  
Name:

Title:

Organization:

Date: