

Demonstration of Energy & Efficiency Developments (DEED) Scholarship Agreement
City of Lompoc
CS-2569: Utility Conservation Intern

WHEREAS, the Board of Directors of the American Public Power Association (hereinafter "APPA") has established the Demonstration of Energy & Efficiency Developments ("DEED") program with the purpose to sponsor and conduct activities related to energy innovation, which would assist local publicly owned electric/energy utilities in maintaining high quality and economical energy services to their consumers; and

WHEREAS, Juan Esqueda, hereinafter "student" has been engaged by the City of Lompoc (hereinafter "sponsoring utility") to complete duties described in a student internship proposal submitted by the sponsoring utility to the DEED program; and

WHEREAS, the DEED Board of Directors has found the proposed internship to be meritorious and worthy of a DEED scholarship from APPA/DEED, it is agreed that:

1. **Funding.** On receipt of an invoice, payment of scholarship funds will be made by APPA/DEED, in the following manner, to City of Lompoc for disbursement to the student:
 - a. \$1,000 will be paid when the scholarship contract agreement is executed
 - b. \$1,500 when the student is half-way through the internship, as determined by the utility sponsor, and an acceptable summary of the student's accomplishments are approved by the DEED Administrator; and
 - c. \$1,500 will be paid upon satisfactory completion of the internship and receipt of the final deliverables and two-page summary abstract.
 - d. Internships include travel expenses of up to a maximum of \$1,000 for a student to attend and share scholarship results at an APPA or public power focused conference (such as an APPA member State Association or Joint Action Agency conference). The DEED Administrator must approve the student's travel arrangements. The student must submit original expense receipts after the conference in order to be reimbursed. Appropriate expenses include: conference registration fees, transportation fees (parking, taxi, air fare), hotel stay, and meals. No alcohol or entertainment expenses will be reimbursed. Travel

may commence after submission of the mid-point report, but must be completed within 12 months of completing the internship.

- e. DEED scholarships will not fund administration or overhead.

2. Project and Project Personnel. The internship to be undertaken by the student will be as more fully described in the proposal appended hereto as part of this agreement. The proposal, as well as the document “DEED Student Internship Requirements” which includes a checklist of requirements to complete the DEED Internship and instructions for completing a summary abstract and final report, are incorporated herein by reference and made a part of this Agreement. In the event of a discrepancy, this Agreement takes precedence.

3. Utility Coordinator. It is understood that the utility coordinator on this internship is:

Steven Valle, Utility Conservation Coordinator

4. Responsibilities. It is the responsibility of the sponsoring utility to:

- (a) be a current DEED member at the time of sponsorship;
- (b) maintain DEED membership throughout the internship term;
- (c) make payments to the student in accordance with federal and state tax regulations.
- (d) review the student’s internship update when the project is 50% completed, in the form of a summary according to directions in the document “DEED Internship Requirements.” This update will be posted to the DEED project database, located on APPA’s website for viewing by DEED members;
- (e) submit electronic copies of internship photos taken during the course of the scholarship term to DEED@PublicPower.org. Photos may be used by APPA/DEED for promotional purposes and grantee grants non-exclusive rights to APPA/DEED for use of submitted photos; and
- (f) supervise completion of the internship, by 11/2022, in a diligent and professional manner.

5. Project Changes. The student shall promptly notify the sponsoring utility and DEED of any and all proposed major internship changes, including any acceleration or deceleration in the time of performance of the work.

6. **Termination.** The student shall not terminate the internship except for good cause. If DEED finds that the student has terminated the internship without good cause, then all project deliverables developed to date will be delivered and the student will forfeit any balance of the scholarship.

7. **Press release.** Press releases and other public dissemination of information by the student/sponsoring utility shall acknowledge DEED support of the internship.

8. **Reports.** The student, under the mentorship of the sponsoring utility, shall prepare and submit to APPA: (1) an acceptable final report relating to the conduct and results of the approved internship, (2) a summary abstract as described by APPA, and (3) any other deliverable as described in the scholarship proposal.

9. **Limited License.** The Student and Utility Sponsor hereby grants APPA a nonexclusive, royalty-free, perpetual, worldwide, irrevocable license to use, copy, publish, create derivative works, distribute, market and support, in all mediums including APPA's website, all information, materials and work product, including reports, abstracts, documentation, and other deliverables, created pursuant to this Agreement (collectively, the "Work"). Any software programs developed by the student during the course of the internship, or substantially modified for use in the internship shall be supplied to APPA.

10. **Indemnifications.** It is understood that this DEED scholarship agreement is not a joint venture and that neither the student, nor sponsoring utility are agents of APPA/DEED. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents.

IN WITNESS WHEREOF, the parties hereto have executed this contract, effective as of the _____ day of _____, 20_____.

American Public Power Association, DEED Program

Print Name: _____ Signature: _____

Title: _____ Date: _____

City of Lompoc

Print Name: Dean Albro

Title: City Manager

Signature: _____

Date: _____

Student Contact Information:

Name: Juan Esqueda

Signature: _____ Date: _____

Educational Institution: Allan Hancock College

Student's Address: 1312 W. Chestnut Ave., Lompoc, CA 93436

E-mail address: juan.esqueda@my.hancockcollege.edu Telephone: (805) 215-6200

University Contact Information:

To aid in university communication, please provide the contact information of the individual best suited to help APPA promote the student internship award at the university and/or the department.

Name: Julia Sokolovska

Title and Department: Career Center Coordinator – Career Center Department

E-mail address: julia.sokolovska@hancockcollege.edu Telephone: (805) 735-3366 Ext. 3354