

CONTINUING DISCLOSURE RESOLUTION

RESOLUTION NO. 1998-8

**RESOLUTION AS TO THE PROVISION OF CERTAIN
CONTINUING DISCLOSURE INFORMATION WITH RESPECT TO
TRANSMISSION PROJECT REVENUE BONDS,
1998 SUBORDINATE REFUNDING SERIES A**

WHEREAS, the Board of Directors of the Southern California Public Power Authority, a political subdivision of the State of California ("SCPPA"), has authorized the issuance of SCPPA's Transmission Project Revenue Bonds, 1998 Subordinate Refunding Series A (the "Series A Bonds") and has authorized the execution by SCPPA of the Indenture of Trust from SCPPA to U.S. Bank Trust National Association, as trustee (the "Indenture"), relating to the Series A Bonds; and

WHEREAS, the Board of Directors of SCPPA hereby finds and determines that it is necessary, in connection with the authorization and sale of the Series A Bonds, that SCPPA adopt this resolution in order to assist the Participating Underwriters (such term, and all other capitalized terms used herein without definition, having the respective meanings assigned thereto in Section 1 hereof) in complying with the Rule;

BE IT RESOLVED by the Board of Directors of SCPPA as follows:

1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Resolution unless otherwise defined in this Disclosure Resolution, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by SCPPA pursuant to, and as described in, Sections 3 and 4 of this Disclosure Resolution.

"Audited Financial Statements" shall mean:

(i) with respect to SCPPA, SCPPA's audited financial statements for its most recent fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time (or such other accounting principles as may be applicable to SCPPA in the future pursuant to applicable law);

(ii) with respect to LADWP (as defined in Section 2(b) hereof), the audited financial statements of LADWP's Power System for its most recent

fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities and public utilities, as appropriate, from time to time (or such other accounting principles as may be applicable to LADWP in the future pursuant to applicable law);

(iii) with respect to Riverside (as defined in Section 2(b) hereof), the audited financial statements of Riverside's Electric System for its most recent fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time (or such other accounting principles as may be applicable to Riverside in the future pursuant to applicable law); and

(iv) with respect to Anaheim (as defined in Section 2(b) hereof), the audited financial statements of Anaheim's Electric Utility Fund for its most recent fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time (or such other accounting principles as may be applicable to Anaheim in the future pursuant to applicable law).

"Beneficial Owner" shall mean any person holding a beneficial ownership interest in Series A Bonds through nominees or depositories (including any person holding such interest through the book-entry-only system of The Depository Trust Company), together with any other person who is intended to be a beneficiary of this Disclosure Resolution under the Rule.

"Disclosure Resolution" shall mean this resolution, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

"Dissemination Agent" shall mean any person or entity appointed by SCPPA and which has entered into a written agreement with SCPPA pursuant to which such person or entity agrees to perform the duties and obligations of Dissemination Agent under this Disclosure Resolution.

"Final Official Statement" shall mean the Official Statement of SCPPA relating to the Series A Bonds, as amended, supplemented or updated.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Resolution.

"MSRB" shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934.

"National Repository" shall mean any nationally recognized municipal securities information repository within the meaning of the Rule. The National Repositories approved by the SEC as of the date of adoption of this Disclosure Resolution are set forth in Exhibit A to this Disclosure Resolution.

"Participating Underwriter" shall mean any of the initial purchasers of the Series A Bonds required to comply with the Rule in connection with the offering of the Series A Bonds.

"Repository" shall mean each National Repository and each State Repository.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time, together with all interpretive guidances or other official interpretations or explanations thereof that are promulgated by the SEC.

"SEC" shall mean the United States Securities and Exchange Commission.

"State Repository" shall mean any public or private repository or entity designated by the State of California as a state repository for the purpose of the Rule and recognized as such by the SEC.

2. Purpose of this Disclosure Resolution; Obligated Persons; Disclosure Resolution to Constitute a Contract.

(a) This Disclosure Resolution is adopted by SCPPA for the benefit of the Owners and Beneficial Owners of the Series A Bonds and in order to assist the Participating Underwriters in complying with the Rule.

(b) SCPPA, the Department of Water and Power of The City of Los Angeles ("LADWP"), the City of Riverside, California ("Riverside") and the City of Anaheim ("Anaheim") each are hereby determined by SCPPA to be "obligated persons" within the meaning of the Rule (and are the only "obligated persons" within the meaning of the Rule for whom financial information or operating data is presented in the Final Official Statement); provided that each such person shall only be an "obligated person" if and so long as such person is an "obligated person" within the meaning of the Rule.

(c) In consideration of the purchase and acceptance of any and all of the Series A Bonds by those who shall hold the same or shall own beneficial ownership interests therein from time to time, this Disclosure Resolution shall be deemed to be and shall constitute a contract between SCPPA and the Owners and Beneficial Owners from time to time of the Series A Bonds, and the covenants and agreements herein set forth to be performed on behalf of SCPPA shall be for the benefit of the Owners and Beneficial Owners of any and all of the Series A Bonds.

3. Provision of Annual Reports.

(a) SCPPA hereby covenants and agrees that it shall, or shall cause the Dissemination Agent to, not later than six months after the end of each fiscal year of SCPPA (presently, by each December 31; each such date being referred to herein as a "Final Submission Date"), commencing with the report for fiscal year 1997-98, provide

to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Resolution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Resolution; provided that any Audited Financial Statements may be submitted separately from the balance of the Annual Report and later than the Final Submission Date if they are not available by that Date. If the fiscal year for SCPPA, LADWP, Riverside or Anaheim changes, SCPPA shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than fifteen (15) business days prior to each Final Submission Date (each such date being referred to herein as a "Preliminary Submission Date"), SCPPA shall provide the Annual Report to the Dissemination Agent, if any. If by a Preliminary Submission Date, the Dissemination Agent, if any, has not received a copy of the Annual Report, the Dissemination Agent shall contact SCPPA to determine if SCPPA is in compliance with subsection (a).

(c) If SCPPA or the Dissemination Agent (if any), as the case may be, has not furnished any Annual Report to the Repositories by a Final Submission Date, SCPPA or the Dissemination Agent, as applicable, shall send a notice to each Repository and the MSRB in substantially the form attached as Exhibit B.

(d) SCPPA (or, in the event that SCPPA shall appoint a Dissemination Agent hereunder, the Dissemination Agent) shall file the Annual Report with each Repository on or before the Final Submission Date. In addition, if SCPPA shall have appointed a Dissemination Agent hereunder, the Dissemination Agent shall file a report with SCPPA certifying that the Annual Report has been provided pursuant to this Disclosure Resolution, stating the date it was provided and listing all the Repositories to which it was provided.

4. Content of Annual Reports. SCPPA's Annual Report shall contain or include by reference the following:

(a) The Audited Financial Statements. If available at the time of filing of the Annual Report as provided herein, the Audited Financial Statements of SCPPA, LADWP, Riverside and Anaheim for the most recently ended fiscal year. If any Audited Financial Statements are not available by the Final Submission Date, the Annual Report shall contain unaudited financial statements for SCPPA, LADWP, Riverside or Anaheim, as applicable, in a format similar to the audited financial statements most recently prepared for such obligated person, and such Audited Financial Statements shall be filed in the same manner as the Annual Report when and if they become available.

(b) Updated versions of the type of information contained in the Final Official Statement relating to the following:

1. SCPPA's indebtedness;

2. the financial information set forth under the section entitled "CERTAIN FINANCIAL STATEMENTS RELATING TO THE PROJECT," and

3. operation and maintenance and operating statistics of the Project as set forth under the section entitled "THE SOUTHERN TRANSMISSION PROJECT" and under the subsection entitled "INTERMOUNTAIN POWER PROJECT - Project Status - Operating Statistics" in Appendix B.

(c) Updated versions of the type of information for LADWP contained in Appendix A to the Final Official Statement relating to the following:

1. the description of operations and the summary of operating results of LADWP's Power System; and

2. the summary of financial results of LADWP's Power System.

(d) Updated versions of the type of information for Riverside contained in Appendix A to the Final Official Statement relating to the following:

1. the description of operations and the summary of operating results of Riverside's Electric System; and

2. the summary of financial results of Riverside's Electric System.

(e) Updated versions of the type of information for Anaheim contained in Appendix A to the Final Official Statement relating to the following:

1. the description of operations and the summary of operating results of the Anaheim Public Utilities electric system (the "Anaheim Electric System"); and

2. the summary of financial results of Anaheim's Electric System.

(f) If known to SCPA, the name, address and telephone number of a place where current information regarding any provider of a municipal bond insurance policy for the Series A Bonds may be obtained.

Any or all of the items listed above may be included by specific reference to other documents, including Annual Reports of SCPA, LADWP, Riverside or Anaheim or official statements relating to debt or other securities issues of SCPA, LADWP, Riverside, Anaheim or other entities, which have been submitted to each of the Repositories or the SEC. If the document included by reference is a final official statement (as defined in the Rule), it must be available from the MSRB. SCPA shall clearly identify each such other document so included by reference.

5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, SCPPA hereby covenants and agrees that it shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series A Bonds, if material:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Series A Bonds;
7. Modifications to rights of holders of the Series A Bonds;
8. Bond calls;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Series A Bonds; and
11. Rating changes.

(b) Whenever SCPPA obtains knowledge of the occurrence of a Listed Event, SCPPA shall as soon as reasonably possible determine if the occurrence of such event is material under applicable federal securities laws.

(c) If SCPPA has determined that the occurrence of a Listed Event is material under applicable federal securities laws, SCPPA shall promptly file a notice of such occurrence with the MSRB and the Repositories. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) need not be given under this subsection any earlier than the notice of the underlying event is given to Owners of affected Series A Bonds pursuant to the Indenture.

6. Management's Discussion of Items Disclosed in Annual Reports or as Significant Events. If an item required to be disclosed in SCPPA's Annual Report under Section 4, or as a Listed Event under Section 5, would be misleading without

discussion, SCPPA additionally covenants and agrees that it shall provide a statement clarifying the disclosure in order that the statement made will not be misleading in the light of the circumstances under which it is made.

7. Termination of Reporting Obligations. SCPPA's obligations under this Disclosure Resolution shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series A Bonds. In addition, in the event that the Rule shall be amended, modified or repealed such that compliance by SCPPA with its obligations under this Disclosure Resolution no longer shall be required in any or all respects, then SCPPA's obligations under this Disclosure Resolution shall terminate to a like extent. If either such termination occurs prior to the final maturity of the Series A Bonds, SCPPA shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

8. Dissemination Agent. SCPPA may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Resolution, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

9. Amendment; Waiver. (a) Notwithstanding any other provision of this Disclosure Resolution, SCPPA may, by resolution hereafter adopted, amend this Disclosure Resolution, and any provision of this Disclosure Resolution may be waived, (i) if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws retained by SCPPA to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule, taking into account any subsequent change in or official interpretation of the Rule, and (ii) as to any amendment to this Disclosure Resolution, the following conditions are complied with:

(A) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of SCPPA, LADWP, Riverside or Anaheim or type of business conducted;

(B) The undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Series A Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(C) The amendment does not materially impair the interests of Owners or Beneficial Owners of the Series A Bonds, as determined either by parties unaffiliated with SCPPA, LADWP, Riverside or Anaheim (such as bond counsel to SCPPA), or by approving vote of Bondowners pursuant to the terms of the Indenture at the time of the amendment.

(b) The Annual Report containing any modified operating data or financial information as a result of an amendment shall explain, in narrative form, the

reasons for the amendment and the impact of the change in the type of operating data or financial information being provided. If a change in accounting principles is included in any such modification, such Annual Report shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles.

10. Additional Information. Nothing in this Disclosure Resolution shall be deemed to prevent SCPPA from disseminating, or require SCPPA to disseminate, any other information, using the means of dissemination set forth in this Disclosure Resolution or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Resolution. If SCPPA chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Resolution, SCPPA shall have no obligation under this Disclosure Resolution to update such information or include it in any future Annual Report, notice of occurrence of a Listed Event or other materials disseminated hereunder.

11. Default.

(a) In the event of a failure of SCPPA to comply with any provision of this Disclosure Resolution, any Owner or Beneficial Owner of any Outstanding Series A Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, for the equal benefit and protection of all Owners or Beneficial Owners similarly situated, to cause SCPPA to comply with its obligations under this Disclosure Resolution.

(b) Notwithstanding the foregoing, no Owner or Beneficial Owner of the Series A Bonds shall have the right to challenge the content or adequacy of the information provided pursuant to Sections 3, 4 or 5 of this Disclosure Resolution by mandamus, specific performance or other equitable proceedings unless Owners or Beneficial Owners of Series A Bonds representing at least 25% in aggregate principal amount of the Outstanding affected Series A Bonds shall join in such proceedings.

(c) A default under this Disclosure Resolution shall not be deemed an Event of Default under the Indenture, and the sole remedies under this Disclosure Resolution in the event of any failure of SCPPA to comply with this Disclosure Resolution shall be those described in subsection (a) above.

(d) Under no circumstances shall any person or entity be entitled to recover monetary damages hereunder in the event of any failure of SCPPA to comply with this Disclosure Resolution.

12. Duties, Immunities and Liabilities of Dissemination Agent. Any Dissemination Agent appointed hereunder shall have only such duties as are specifically set forth in this Disclosure Resolution, and shall have such rights, immunities and liabilities as shall be set forth in the written agreement between SCPPA and such

Dissemination Agent pursuant to which such Dissemination Agent agrees to perform the duties and obligations of Dissemination Agent under this Disclosure Resolution.

13. Beneficiaries. This Disclosure Resolution shall inure solely to the benefit of SCPPA, the Dissemination Agent, if any, and the Owners and Beneficial Owners from time to time of the Series A Bonds, and shall create no rights in any other person or entity.

14. Governing Law. This Disclosure Resolution shall be deemed to be a contract made under the Rule and the laws of the State of California, and for all purposes shall be construed and interpreted in accordance with, and its validity governed by, the Rule and the laws of the State of California, without regard to principles of conflicts of law.

15. Effective Date. This Disclosure Resolution shall become effective upon the date of authentication and delivery of the Series A Bonds.

THE FOREGOING RESOLUTION is approved and adopted by SCPPA this 4th day of May, 1998.

SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY



PRESIDENT
Southern California Public
Power Authority

ATTEST:



ASSISTANT SECRETARY
Southern California Public
Power Authority

EXHIBIT A

Bloomberg Financial Markets
Attn: Bloomberg Municipal Repository
P.O. Box 840
Princeton, NJ 08542-0840
(609) 279-3200
FAX (609) 279-5962 or (609) 279-5963

DPC Data Inc.
One Executive Drive
Ft. Lee, NJ 07024
(201) 346-0701
FAX (201) 947-0107

Thomson NRMSIR
Attn: Municipal Disclosure
395 Hudson Street, 3rd Floor
New York, NY 10014
(212) 807-5001 or (800) 689-8466
FAX (212) 989-2078

J.J. Kenny
Attn: Repository Services
65 Broadway, 16th Floor
New York, NY 10006
(212) 770-4568
FAX (212) 797-7994

EXHIBIT B

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Southern California Public Power Authority
Name of Bond Issue: \$ _____ Transmission Project Revenue Bonds,
1998 Subordinate Refunding Series A
Date of Issuance: _____, 1998

NOTICE IS HEREBY GIVEN that Southern California Public Power Authority ("SCPPA") has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of Resolution No. 1998-8, adopted by the Board of Directors of SCPPA on May 4, 1998, relating to the above-named Bonds. [SCPPA [has advised the undersigned that SCPPA] anticipates that the Annual Report will be filed by _____.]

Dated: _____

[SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY]
[_____, as Dissemination Agent
on behalf of Southern California Public Power
Authority]

[cc: Southern California Public
Power Authority]