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Commission Agenda

Date: January 28, 2021
Subject: NCPA Commission Meeting / Teleconference
Location: NCPA, 651 Commerce Drive, Roseville, California 95678
Time: 9:30 am

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Act, Governor Gavin Newsom's Emergency Declaration related to COVID-19, and Governor Newsom's Executive Order N-29-20 issued March 17, 2020, that allows attendance by NCPA Commissioners, staff and the public to participate and conduct the meeting by teleconference.

You may participate in the meeting via teleconference by:

Dial: 1-669-900-6833

Meeting ID: 934 4915 3719#

Zoom Link: <https://zoom.us/j/93449153719>

The Commission may take action on any of the items listed on this Agenda regardless of whether the matter appears on the Consent Calendar or is described as an Action Item, a Report or an Informational Item. This agenda is supplemented by Staff Reports which are available to the public upon request. Pursuant to California Government Code Section 54957.5, the following is the location at which the public can view Agendas and other public writings: NCPA Offices, 651 Commerce Drive, Roseville, California, or www.ncpa.com.

Time estimates are provided as part of the Commission's effort to manage its time at Commission meetings. Listed times are estimated only and are subject to change at any time, including while the meeting is in progress. The Commission reserves the right to use more or less time on any item, to change the order of items, and/or to continue items to another meeting.

Particular items may be heard before or after the time estimated on the agenda. This may occur in order to best manage the time at a meeting or to adapt to the participation of the public. To ensure participation in a particular item, we suggest arriving at the beginning of the meeting and remaining until the item is called.

Persons requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participate in this meeting are requested to contact the NCPA Secretary at 916.781.3636 in advance of the meeting to arrange for such accommodations.

REVIEW SAFETY PROCEDURES

1. *Call Meeting to Order, Introductions and Roll Call (9:30 am – 9:40 am)*
2. *Approve Minutes of the December 3, 2020, Regular Commission Meeting and the December 14, 2020, Special Commission Meeting (9:40 am – 9:45 am)*

PUBLIC FORUM

Any member of the public who desires to address the Commission on any item considered by the Commission at this meeting before or during the Commission's consideration of that item shall so advise the Chair and shall thereupon be given an opportunity to do so. Any member of the public who desires to address the Commission on any item within the jurisdiction of the Commission and not listed on the Agenda may do so at this time.

OPEN SESSION

REPORTS AND COMMITTEE UPDATES (9:45 am – 10:15 am)

3. General Manager's Business Progress Report and Update
4. Executive Committee
5. Facilities Committee
6. Finance Committee
7. Legal Committee
8. Legislative & Regulatory Affairs Committee
9. Members' Announcements & Meeting Reporting

CONSENT CALENDAR (10:15 am – 10:25 am)

All items on the Consent Calendar are considered routine and will be approved without discussion by a single roll call vote. Any Commissioner or member of the public may remove any item from the Consent Calendar. If an item is removed, it will be discussed separately following approval of the remainder of the Consent Calendar. Prior to the roll call vote to approve the Consent Calendar, the Commissioners will be polled to determine if any Member wishes to abstain from one or more items on the Consent Calendar.

10. ***NCPA's Financials for the Month Ended November 30, 2020*** – approval by all members.
11. ***Treasurer's Report for the Month Ended November 30, 2020*** – accept by all members.
12. ***NCPA's Financials for the Month Ended December 31, 2020*** – approval by all members.
13. ***Treasurer's Report for the Month Ended December 31, 2020*** – accept by all members.
14. ***Resolution No. 21-01, Utility System Efficiencies, Inc. – Five Year Multi-Task Professional Services Agreement for WECC and NERC Reliability Related Consulting Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Utility System Efficiencies, Inc., for WECC and NERC reliability related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
15. ***Resolution No. 21-02, Pacific Star Chemical, LLC dba Northstar Chemical – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Chemical Purchases; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Pacific Star Chemical, LLC dba Northstar Chemical for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at all facilities owned and/or operated by NCPA.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$2,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
16. ***Resolution No. 21-03, Basic Energy Services LP – Five Year Multi-Task General Services Agreement for Injection Well Related Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Basic Energy Services LP for injection well related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
17. ***Resolution No. 21-04, C&J Well Services, Inc. – Five Year Multi-Task General Services Agreement for Injection Well Related Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with C&J Well Services, Inc., for injection well related services, with any non-

substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

- 18. Resolution No. 21-05, Petro-Analytical, Inc. – Five Year Multi-Task General Services Agreement for Miscellaneous Fuel Tank Storage Maintenance Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Five Year Multi-Task General Services Agreement with Petro-Analytical, Inc., for general fuel tank storage maintenance services, including UST system leak detection, monthly designated operator services, tank, piping, apparatus system, etc., with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 for use at the all facilities owned and/or operated by NCPA.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

- 19. Resolution No. 21-06, 2021 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP). Applicable to the following projects: NCPA Geothermal facility** – adopt resolution by all members delegating authority to the NCPA General Manager or his designee to enter into the 2021 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP) between NCPA and Geysers Power Company, LLC, with any non-substantial changes recommended and approved by NCPA General Counsel, for use at NCPA's Geothermal facility.

Fiscal Impact: Approval of the 2021 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement for SEGEP will result in approximately \$60,000 to \$90,000 per year in revenue to NCPA.

- 20. Resolution No. 21-07, GreatBlue Research – Five Year Multi-Task Consulting Services Agreement for Market Research and Surveys for all aspects of Public Power; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Five-Year Multi-Task Consulting Services Agreement with GreatBlue Research for market research and surveys, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$250,000 over five years.

Fiscal Impact: Upon execution, the total cost of the agreement will not exceed \$250,000. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA's procurement policies and procedures.

- 21. Resolution No. 21-09, RFI Enterprises Inc., dba RFI Communications & Security Systems – Five Year Multi-Task General Services Agreement for Integrated Security Services and Intrusion Systems; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Five-Year Multi-Task General Services Agreement with RFI Enterprises Inc., dba RFI Communications & Security Systems for integrated security services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years.

Fiscal Impact: Upon execution, the total cost of the agreement will not exceed \$500,000. The maintenance of NCPA's security system was included in the current fiscal year budget. Funds are available in the General Services and respective plant budgets.

Consent Items pulled for discussion: _____

DISCUSSION / ACTION ITEMS (10:25 am – 10:45 am)

22. Resolution No. 21-07, FY20-21 Election of Executive Committee Member – adopt resolution by all members approving the election of Commissioner Jenelle Osborne as a representative on the NCPA Executive Committee.

Fiscal Impact: No monetary impact to the Agency is expected to result from this action.

23. Resolution No. 21-10, Lodi Energy Center 2021 Spring Outage Project; Applicable to the following projects: Northern California Power Agency (NCPA) Lodi Energy Center Facility – adopt resolution by all members authorizing the 2021 Lodi Energy Center (LEC) Spring Outage Project and delegating the NCPA General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$2,400,000.

Fiscal Impact: The budgetary funds to complete the 2021 Spring Outage include \$1,095,000 of pre-collected funds in the Maintenance Reserve (Account # 265-009-005-610-044-002). Additional funds in the amount of \$400,000 were anticipated in the Fixed Maintenance and \$944,956 in the O&M Project Annual Outage Project. All items are a part of the FY21 Routine O&M budget.

CLOSED SESSION ITEMS (10:45 am – 11:15 am)

24. CONFERENCE WITH LEGAL COUNSEL – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *Northern California Power Agency, City of Redding, City of Roseville, and City of Santa Clara v. the United States*, Court of Federal Claims No. 14-817C.

OPEN SESSION

REPORT FROM CLOSED SESSION

NEW BUSINESS

ADJOURNMENT



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Minutes - DRAFT

Date: December 3, 2020
To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting / Teleconference Minutes

1. Call Meeting to Order and Introductions

Chair Teresa O'Neill called the meeting to order at 9:37 am via teleconference. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the October 29, 2020, Regular Commission Meeting

Motion: A motion was made by Roger Frith, and seconded by Jerry Serventi to approve the Minutes of the October 29, 2020, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present.

San Francisco BART, Port of Oakland, Truckee Donner, and Ukiah were absent.

PUBLIC FORUM

No comments from the public addressed the Commission.

Mel Grandi, Ukiah, joined the meeting at 9:45 am.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

General Manager Randy Howard reported:

- Provided an update on COVID-19 cases in Placer County. Headquarters was notified that an HQ employee was clinically diagnosed with COVID-19 and this employee is home, self-isolating, as well as had another employee exposed to someone who tested positive and is getting tested. In addition, due to the increased rise of hospitalizations and a return to a more restrictive tier in the County, we once again implemented optional, full-time telecommuting through the end of the year. NCPA will continue to follow its policy and make necessary changes as necessary.

- Provided an update on the proposed 2021-2024 Strategic Plan. May have a draft later this week that will be posted to NCPA Connect for Member review. Have a call with Truckee Donner next week to review and discuss their proposed Plan.
- Update on weather conditions and the impacts to the plants and fire concerns. Wildfires are still active in many areas, including Southern California, which prompted a PSPS with several customers without power.
- Due to a lack of hydro this year, market conditions are not doing well, and conditions are extremely dry.

4. Executive Committee

Committee Chair O'Neill reported the Executive Committee met several times over the past few months since the last Commission meeting. The Committee heard updates from the General Manager and General Counsel and discussed the performance evaluations of the General Manager and General Counsel in closed session. At the last Committee meeting, the Committee discussed items 29, 30, and 32 on today's agenda, and recommended approval of all items. The next Committee meeting is scheduled for January 28.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met twice since the last Commission meeting. The Committee discussed items 22-27, 28, and 31 on today's agenda. A quorum of the Committee was established, and recommend Commission approval of all items.

6. Finance Committee

Finance Committee Chair Greg Scharff reported the Committee met once since the last Commission meeting. The Committee heard a report from PFM on the status of the financial markets showing that interest rates have slightly bumped up from August lows, discussed the annual delegation of investment duties to the Treasurer-Controller (item 21 on today's agenda), and was provided an update on the long-term funding plan and status of NCPA's Other Post Employment Benefit program - the Committee affirmed the continuation of funding at the 15-year amortization schedule.

The Committee also discussed the direction for staff to begin preparing a Pension Funding Policy designed to create budget stability and minimize risks associated with market volatility. The goal is to have a policy ready for Commission review and approval next year. The next Committee meeting is scheduled for February 9, 2021.

7. Legal Committee

General Counsel Jane Luckhardt reported the Committee met twice since the last Commission meeting. The Committee met in Closed Session and discussed Item 35 on today's agenda. No reportable action taken on that item. The next meeting is scheduled for January 7th.

8. Legislative & Regulatory Affairs Committee

Legislative & Regulatory Affairs Committee Chair Mark Chandler reported the Committee held its regular scheduled meeting on December 2nd. The Committee discussed and approved items 13-20 on today's agenda. Virtual Capitol Day is scheduled for January 25 and 26. NCPA staff is available for scheduling

appointments with state representatives for those members that request it. Members continue to participate in the Agency's ongoing virtual Speakers Series sessions. The next Committee meeting is scheduled for February 24, 2021.

9. Members' Announcements & Meeting Reporting

No member announcements or reports were made.

CONSENT CALENDAR

Prior to the roll call vote to approve the Consent Calendar, the Commissioners were polled to determine if any member wished to pull an item or abstain from one or more items on the Consent Calendar. *No items were pulled from Consent.*

Motion: A motion was made by Mark Chandler, and seconded by Jerry Serventi to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28. The motion carried by a majority of those members present on a roll call vote with abstentions noted below for each item. *San Francisco BART, Port of Oakland, and Truckee Donner were absent.*

10. NCPA's Financials for the Month Ended October 31, 2020 – approval by all members.

11. Treasurer's Report for the Month Ended October 31, 2020 – accept by all members.

12. Disposal of Northern California Power Agency Surplus Property – note and file by all members for the disposal of gas turbine insulation and gas turbine fuel piping.

Fiscal Impact: This report has no direct fiscal impact to the Agency.

13. Resolution No. 20-80, Acterra: Action for a Healthy Planet - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with Acterra: Action for a Healthy Planet, to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members. Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

Fiscal Impact: These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$750,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

14. Resolution No. 20-81, Charge Across Town - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern – adopt resolution by all members authorizing the General Manager or his designee to execute a Multi-Task consulting services agreement with Charge Across Town, to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General

Counsel, which shall not exceed \$500,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members. Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

Fiscal Impact: These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$500,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

15. Resolution No. 20-82, CLEAResult Consulting Inc. - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with CLEAResult Consulting Inc., to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members. Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

Fiscal Impact: These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$1,000,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

16. Resolution No. 20-83, Cool the Earth - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with Cool the Earth, to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members. Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

Fiscal Impact: These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$750,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

17. Resolution No. 20-84, D&R International, Ltd. - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with D&R International, Ltd., to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members. Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

Fiscal Impact: These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$1,000,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

18. Resolution No. 20-85, Christopher Alan Consulting dba Electric Car Insider - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with Christopher Alan Consulting dba Electric Car Insider (Electric Car Insider), to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members. Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

Fiscal Impact: These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$500,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

19. Resolution No. 20-86, Frontier Energy, Inc. - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with Frontier Energy, Inc., to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members. Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

Fiscal Impact: These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$1,000,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

- 20. Resolution No. 20-87, Plug In America - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with Plug In America, to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members. Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

Fiscal Impact: These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$750,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

- 21. Resolution No. 20-97, Delegate Investment Duties to the Treasurer-Controller** – adopt resolution by all members confirming delegation to the Treasurer-Controller the authority to establish proper safeguards, controls, and procedures to maintain NCPA funds in a lawful, rational, and prudent manner including the investment of such funds. The Treasurer-Controller assumes full responsibility for investment transactions until the authority is revoked or expires, and shall make a report each month of those transactions to the Commission.

Fiscal Impact: There is no direct dollar impact to this proposed policy. The resolution delegates authority to the Treasurer-Controller for the investment activities of the Agency.

- 22. Resolution No. 20-98, FY2019-20 Annual Billing Settlements** – adopt resolution by all members approving the FY2019-20 Annual Billing Settlements.

Fiscal Impact: Upon approval by the Commission, the amount of \$5,584,181 will be distributed to participants. NCPA member refund amounts will be deposited into their respective General Operating Reserve accounts, and non-members will receive a credit miscellaneous billing in early December.

- 23. Resolution No. 20-92, Professional Services Agreement between NCPA and the BAMx Participants** – adopt resolution by all members authorizing the General Manager or his designee to enter into a five-year Professional Services Agreement between NCPA and the cities of Palo Alto and Santa Clara, including any non-substantial changes to the Professional Services Agreement approved by NCPA's General Counsel.

Fiscal Impact: Pursuant to the terms and conditions of the Professional Services Agreement, NCPA will invoice the BAMx Members \$625 each month for related billing services under the Professional Services Agreement. Payments for services provided under the Professional Services Agreement are accounted for in the NCPA annual budget, and all costs incurred for the services shall be allocated to the BAMx Members. Total consulting services expenditures authorized under the Professional Services Agreement shall not exceed (i) \$3,250,000 during the five-year term of this agreement, and

(ii) \$650,000 plus any remaining unused funds from prior years of the Agreement during each annual period during the Term of the Agreement. For example, if during the first year the total payment to Consultant is \$600,000, the remaining \$50,000 not expended in the first year can be added to the second year for a total not to exceed amount of \$700,000 for services rendered.

24. Resolution No. 20-93, Consulting Services Agreement between NCPA and Flynn Resource Consultants, Inc., – adopt resolution by all members authorizing the General Manager or his designee to enter into a five-year Consulting Services Agreement between NCPA and Flynn Resource Consultants Inc. (Flynn RCI), under which Flynn RCI is to act as project manager and shall coordinate the efforts of BAMx Members, including any non-substantial modifications approved by NCPA’s General Counsel.

Fiscal Impact: Total expenditures authorized under the Consulting Services Agreement shall not exceed (i) \$3,250,000 during the five year term of this agreement, and (ii) \$650,000 plus any remaining unused funds from prior years of the Agreement during each annual period of the Term of the Agreement. For example, if during the first year the total payment to Consultant is \$600,000, the remaining \$50,000 not expended in the first year can be added to the second year for a total not to exceed amount of \$700,000 for services rendered.

25. Resolution No. 20-94, Tesco Controls, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Tesco Controls, Inc. to provide integrating electrical and process control systems services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

26. Resolution No. 20-95, Process Innovations, Inc. – First Amendment to transfer assignment of Five Year Multi-Task Consulting Services Agreement for OSISoft PI support services to Brandenburg Holdings, LLC dba Process Innovations/Process Plugins, and approval of related Standard Software License Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Process Innovations, Inc. to transfer assignment of the agreement to Brandenburg Holdings, LLC dba Process Innovations/Process Plugins for OSISoft PI support services, and further approval of the related Standard Software License Agreement, both with any non-substantial changes recommended and approved by the NCPA General Counsel, which Consulting Services Agreement shall not exceed \$500,000 over five years, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

Fiscal Impacts: Upon execution, the total cost of the Multi-Task Consulting Services Agreement is not to exceed \$500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

27. Resolution No. 20-96, ORR Protection Systems, Inc. – First Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with

ORR Protection Systems, Inc., with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$1,500,000 to \$3,000,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$3,000,000 over the existing five year term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

28. Resolution No. 20-100, Authorize NCPA General Manager to Execute Amended Confirmation No. 0117 for Burns & McDonnell Services to the City of Lodi/Lodi Electric Utility and Issue a Corresponding Purchase Order Under the Support Services Program – adopt resolution by all members authorizing the General Manager or his designee to execute Amended Confirmation No. 0117, with any non-substantive changes as approved by the NCPA General Counsel, and issue a corresponding Purchase Order to Burns & McDonnell for additional engineering, design, and environmental analysis services for the Pacific Gas & Electric No. San Joaquin 230kV Transmission PEA Development Project.

Fiscal Impact: There is no fiscal impact to NCPA. The services provided by Burns & McDonnell to the City of Lodi/Lodi Electric Utility will be billed to and paid by Lodi pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Lodi. *Roseville abstained.*

DISCUSSION / ACTION ITEMS

29. Resolution No. 20-88, Approval of Letter Agreement to Award Additional Paid Administrative Leave for Calendar Year 2021 to Randy S. Howard, General Manager – adopt resolution by all members authorizing the Chair of the Commission to award the General Manager a Letter Agreement awarding additional leave that may not be cashed out for use in 2021 and approve the General Manager's Performance Goals for 2021.

Fiscal Impact: Funds are available in the Executive Services – General Manager Salaries and Benefits account; there is no material change to the current fiscal year budget.

Chair O'Neill reported the Executive Committee met several times over the past few months and successfully negotiated a Letter Agreement awarding Randy Howard additional leave to be used in 2021, and approved of the General Manager's proposed performance goals for 2021. The Committee recommended Commission approval of both items. The Commission discussed and agreed with the Committee's recommendation.

Motion: A motion was made by Jerry Serventi, and seconded by Roger Frith to adopt resolution authorizing the Chair of the Commission to award the General Manager a Letter Agreement approving additional leave that may not be cashed out for use in 2021 and approve the General Manager's Performance Goals for 2021. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Plumas-Sierra, Truckee Donner, and Ukiah were absent.*

30. Resolution No. 20-89, Approval of Fourth Amendment to Employment Agreement with Jane E. Luckhardt, General Counsel – adopt resolution by all members approving the Fourth Amendment to Employment Agreement between NCPA and Jane E. Luckhardt; authorize the Chair of Commission to execute the Fourth Amendment to Employment Agreement; authorize the Chair of the Commission to award a Letter Agreement awarding additional leave that may not be cashed out for use in 2021; and approve the General Counsel's Performance Goals for 2021.

Fiscal Impact: Funds are available in the Executive Services – Legal Salaries and Benefits account; there is no material change to the current fiscal year budget.

Chair O'Neill reported the Executive Committee met several times over the past few months and successfully negotiated a Fourth Amendment to Employment Agreement with Jane Luckhardt, and a Letter Agreement awarding additional leave to be use in 2021. The Committee also discussed and reviewed General Counsel's proposed performance goals for 2021. The Committee recommended Commission approval of all items. The Commission discussed and agreed with the Committee's recommendation.

Motion: A motion was made by Roger Frith, and seconded by Mark Chandler to adopt resolution approving the Fourth Amendment to Employment Agreement between NCPA and Jane E. Luckhardt; authorize the Chair of Commission to execute the Fourth Amendment to Employment Agreement; authorize the Chair of the Commission to approve a Letter Agreement awarding additional leave that may not be cashed out for use in 2021; and approve the General Counsel's Performance Goals for 2021. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Plumas-Sierra, Truckee Donner, and Ukiah were absent.*

31. Resolution No. 20-99, Approval of Northern California Power Agency's Major Insurance Renewals for Policy Year 2021 – adopt resolution by all members delegating the authority to the General Manager to negotiate and bind property damage and casualty coverage amounts as presented (or better) and a not-to-exceed proposed premiums of approximately \$5,783,200.

Fiscal Impact: The total cost of the policy year 2021 insurance programs is estimated not to exceed \$5,783,200. This is approximately 53% higher than current year premiums. Staff will return in January with a final report of coverages and premiums.

Chief Financial Officer Monty Hanks gave a presentation on the major insurance renewals for policy year 2021. NCPA uses Aon Risk Solutions to market and place the Agency's insurance programs. However, due to the current wildfires in California, underwriters were not ready to quote the Agency's program before assessing their potential exposure. In order to negotiate coverage before the policy expires on December 15, staff is recommending the Commission approve and grant the General Manager authority to bind coverages with not-to-exceed rates for the 2021 renewal premiums of \$4,000,000 for property damage coverage. The Commission discussed the renewal options and agreed to give the General Manager the authority to negotiate and bind contracts based on the not-to-exceed limits and to report back and seek Commission approval of the final premiums once the premiums are quoted.

Motion: A motion was made by Mark Chandler, and seconded by Bo Sheppard to adopt resolution delegating the authority to the General Manager to negotiate and bind property damage and casualty coverage amounts as presented (or better) and a not-to-exceed proposed premiums of approximately \$5,783,200. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Plumas-Sierra, Truckee Donner, and Ukiah were absent.*

32. Resolution No. 20-101, FY20-21 New Slate of Officers – adopt resolution by all members approving the election of Vice-Chair David Hagele to serve for the remainder of the term of office of the departing Chair, and the nomination of Executive Committee Member Jerry Serventi to serve for the remainder of the term of office of the vacant seat of Vice-Chair.

Fiscal Impact: No monetary impact to the Agency is expected to result from this action.

Chair O'Neill reported the Nominating Committee met on November 17, 2020, to discuss and recommend the nomination of Chair of the Commission and Executive Committee, filling the vacancy of Chair of the Commission occurring on December 3. The Nominating Committee brought forth a nomination of Vice-Chair David Hagele to serve for the remainder of the term of office of the departing Chair, and the nomination of Executive Committee Member Jerry Serventi to serve for the remainder of the term of office of the vacant seat of Vice-Chair. Chair O'Neill opened the floor for nominations. No other nominations were given. Officers will take office following approval. The Nominating Committee also discussed the nomination of Lompoc Commissioner Jenelle Osborne to fill the vacant Executive

Committee seat. A recommendation will be brought to the Commission at the January 2021 Commission meeting for approval.

Motion: A motion was made by Roger Frith, and seconded by Pauline Roccucci to adopt resolution approving the election of Vice-Chair David Hagele to serve for the remainder of the term of office of the departing Chair, and the nomination of Executive Committee Member Jerry Serventi to serve for the remainder of the term of office of the vacant seat of Vice-Chair. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Plumas-Sierra, Truckee Donner, and Ukiah were absent.*

33. Resolution No. 20-90, Approval of Resolution Commending Roger Frith – adopt resolution by all members commending Roger Frith.

Vice-Chair Hagele read the resolution expressing appreciation for Roger’s dedication to NCPA and thanked him for his many years of service on the Commission and Executive Committee.

Motion: A motion was made by Jerry Serventi and seconded by Greg Scharff to adopt resolution 20-90, Commending Roger Frith. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Plumas-Sierra, Truckee Donner, and Ukiah were absent.*

34. Resolution No. 20-91, Approval of Resolution Commending Teresa O’Neill – adopt resolution by all members commending Teresa O’Neill.

Chair-Vice Hagele read the resolution expressing appreciation for Teresa’s dedication to NCPA and thanked her for her service on the Commission and Executive Committee.

Motion: A motion was made by Kirsten Schreder and seconded by Roger Frith to adopt resolution 20-91, Commending Teresa O’Neill. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Plumas-Sierra, Truckee Donner, and Ukiah were absent.*

Non-essential Members and NCPA staff left the meeting for closed session items 35 and 36.

In compliance with NCPA’s Bylaws Section 4(d)(ii), all attendees, except the appointed Commissioner and essential NCPA staff, left the meeting for Closed Session items 37 and 38 discussion.

CLOSED SESSION

- 35. CONFERENCE WITH LEGAL COUNSEL** – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *Northern California Power Agency, City of Redding, City of Roseville, and City of Santa Clara v. the United States*, Court of Federal Claims No. 14-817C.
- 36. CONFERENCE WITH LEGAL COUNSEL** – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *In Re PG&E Corporation and Pacific Gas and Electric Company, Debtors; United States Bankruptcy Court, Northern District of California*, Case Nos. 19-30088 (Lead Case) and 19-30089 DM.
- 37. CONFERENCE WITH LABOR NEGOTIATORS AND PERFORMANCE EVALUATION** – a) Labor negotiations pursuant to Government Code section 54957.6: Agency representatives: NCPA Executive Committee Members and Assistant General Manager/CFO Monty Hanks; Unrepresented Public Employee: General Manager; and b) Performance evaluation pursuant to Government Code Section 54957: Unrepresented Public Employee: One Category: General Manager.

38. CONFERENCE WITH LABOR NEGOTIATORS AND PERFORMANCE EVALUATION – a) Labor negotiations pursuant to Government Code section 54957.6: Agency representatives: NCPA Executive Committee Members and Assistant General Manager/CFO Monty Hanks: Unrepresented Public Employee: General Counsel; and b) Performance evaluation pursuant to Government Code Section 54957: Unrepresented Public Employee: One Category: General Counsel.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the public meeting.

REPORT FROM CLOSED SESSION

Closed Session Disclosure: General Counsel Jane Luckhardt stated there was no reportable action taken in Closed Session.

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The December 3, 2020, Commission meeting was adjourned at 12:14 pm by incoming Chair David Hagele.

Respectfully submitted,

DAVID HAGELE
Commission Chair

Attachments

Prepared by,

CARY A. PADGETT
Assistant Secretary to the Commission

**Northern California Power Agency
 Commission Meeting / Teleconference
 December 3, 2020
 COMMISSIONER
 Attendance List**

NCPA Commissioners are requested to sign, but signature by members of the public is voluntary.

MEMBER	NAME
1 - ALAMEDA	Jerry Serventi
2 - BIGGS	Roger Frith
3 - GRIDLEY	Paul Eckert
4 - HEALDSBURG	David Hagele
5 - LODI	Mark Chandler
6 - LOMPOC	Jenelle Osborne
7 - PALO ALTO	Greg Scharff
8 - PORT OF OAKLAND	
9 - PLUMAS-SIERRA REC	Mike Brozo
10 - REDDING	Kristen Schreder
11 - ROSEVILLE	Pauline Roccucci
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	Chair Teresa O'Neill
14 - SHASTA LAKE	James Takehara
15 - TRUCKEE DONNER	
16 - UKIAH	Mel Grandi

**Northern California Power Agency
Commission Meeting / Teleconference
December 3, 2020
Attendance List**

NCPA Commissioners, Alternates & Staff are requested to sign, but signature by members of the public is voluntary.

NAME	AFFILIATION
Nico Procos	Alameda
Bo Sheppard	Biggs
Terry Crowley	Healdsburg
Michelle Bertolino	Roseville
Basil Wong	Santa Clara
Kathleen Hughes	Santa Clara
Randy Howard	NCPA
Jane Luckhardt	NCPA
Jane Cirrincione	NCPA
Monty Hanks	NCPA
Joel Ledesma	NCPA
Tony Zimmer	NCPA
Cary Padgett	NCPA
Mike Whitney	NCPA
Randy Bowersox	NCPA



CONSENT CALENDAR

All items on the Consent Calendar are considered routine and will be approved without discussion by a single-roll call vote. Any Commissioner or member of the public may remove any item from the Consent Calendar. If an item is removed, it will be discussed separately following approval of the remainder of the Consent Calendar.

Prior to the roll call vote to approve the Consent Calendar, the Commissioners will be polled to determine if any Member wishes to abstain from one or more items on the Consent Calendar.

CONSENT CALENDAR ROLL-CALL APPROVAL

Commission Meeting Date: December 3, 2020

Consent Items Listed on the Agenda: # 10 to # 27

Consent Items Removed from the Agenda and Approved Separately:


0

ROLL-CALL VOTE BY MEMBERS:

Roll / SVP

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
San Francisco BART			X
Biggs		Y	
Gridley		Y	
Healdsburg		Y	
Lodi		Y	
Lompoc		Y	
Palo Alto		Y	
Port of Oakland			X
Redding		Y	
Roseville	<u>28</u>	Y	
Santa Clara		Y	
Shasta Lake		Y	
Truckee Donner			X
Ukiah		Y	
Plumas-Sierra		Y	

ATTEST:



 Cary A. Padgett
 Assistant Secretary to the Commission

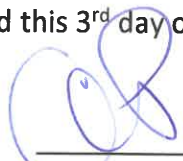
**Northern California Power Agency
ROLL CALL VOTE**

TOPIC: October 29, 2020, Commission Meeting Minutes

	VOTE	ABSTAIN	ABSENT
Alameda	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Plumas-Sierra	Y		
Port of Oakland			X
Redding	Y		
Roseville	Y		
San Francisco BART	Y		X
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner			X
Ukiah			X

Passed and adopted this 3rd day of December 2020, by the above vote on roll call.

ATTEST:



CARY A. PADGETT
Assistant Secretary to the Commission

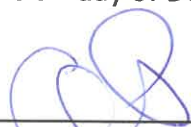
**Northern California Power Agency
ROLL CALL VOTE**

TOPIC: Resolution 20-88

	VOTE	ABSTAIN	ABSENT
Alameda	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Plumas-Sierra	Y		X
Port of Oakland			X
Redding	Y		
Roseville	Y		
San Francisco BART	Y		X
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner			X
Ukiah	Y		

Passed and adopted this 3rd day of December 2020, by the above vote on roll call.

ATTEST:



 CARY A. PADGETT
 Assistant Secretary to the Commission

**Northern California Power Agency
ROLL CALL VOTE**

TOPIC: Resolution 20-89

	VOTE	ABSTAIN	ABSENT
Alameda	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Plumas-Sierra	Y		X
Port of Oakland			X
Redding	Y		
Roseville	Y		
San Francisco BART	Y		X
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner			X
Ukiah	Y		

Passed and adopted this 3rd day of December 2020, by the above vote on roll call.

ATTEST:



 CARY A. PADGETT
 Assistant Secretary to the Commission

**Northern California Power Agency
ROLL CALL VOTE**

TOPIC: Resolution 20-90

	VOTE	ABSTAIN	ABSENT
Alameda	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Plumas-Sierra	Y		X
Port of Oakland			X
Redding	Y		
Roseville	Y		
San Francisco BART	Y		X
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner			X
Ukiah	Y		

Passed and adopted this 3rd day of December 2020, by the above vote on roll call.

ATTEST:



 CARY A. PADGETT
 Assistant Secretary to the Commission

**Northern California Power Agency
ROLL CALL VOTE**

TOPIC: Resolution 20-91

	VOTE	ABSTAIN	ABSENT
Alameda	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Plumas-Sierra	Y		X
Port of Oakland			X
Redding	Y		
Roseville	Y		
San Francisco BART	Y		X
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner			X
Ukiah	Y		

Passed and adopted this 3rd day of December 2020, by the above vote on roll call.

ATTEST: 

 CARY A. PADGETT
 Assistant Secretary to the Commission

**Northern California Power Agency
ROLL CALL VOTE**

TOPIC: Resolution 20-99

	VOTE	ABSTAIN	ABSENT
Alameda	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Plumas-Sierra	Y		X
Port of Oakland			X
Redding	Y		
Roseville	Y		
San Francisco BART	Y		X
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner			X
Ukiah	Y		

Passed and adopted this 3rd day of December 2020, by the above vote on roll call.

ATTEST:



CARY A. PADGETT
Assistant Secretary to the Commission

**Northern California Power Agency
ROLL CALL VOTE**

TOPIC: Resolution 20-101

	VOTE	ABSTAIN	ABSENT
Alameda	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Plumas-Sierra	Y		X
Port of Oakland			X
Redding	Y		
Roseville	Y		
San Francisco BART	Y		X
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner			X
Ukiah	Y		

Passed and adopted this 3rd day of December 2020, by the above vote on roll call.

ATTEST:



CARY A. PADGETT
Assistant Secretary to the Commission



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Special Commission Meeting Minutes - **DRAFT**

Date: December 14, 2020
To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: NCPA Special Commission Meeting / Teleconference Minutes

1. Call Meeting to Order and Introductions

Chair David Hagele called the special meeting to order at 3:01 pm via teleconference. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

PUBLIC FORUM

No comments from the public addressed the Commission.

DISCUSSION / ACTION ITEMS

- 2. *Approval of Amendment to Resolution No. 20-99, the Northern California Power Agency's Major Insurance Renewals for Policy Year 2021*** – approve amendment to resolution by all members delegating the authority to the General Manager to negotiate and bind property damage and casualty coverage amounts as presented (or better) and a not-to-exceed proposed premiums of approximately \$6,783,200.

Fiscal Impact: The total cost of the policy year 2021 insurance programs is estimated not to exceed \$6,783,200. This is approximately 80% higher than current year premiums. Staff will return in January with a final report of coverages and premiums.

Assistant General Manager/ CFO Monty Hanks gave a presentation regarding the Amendment to NCPA's Major Insurance Renewals for Policy Year 2021.

At the December 3, 2020, Commission meeting, the Commission approved Resolution 20-99, approving the Property Damage premium increasing the not-to-exceed from \$3,122,100 to \$4,000,000; the not-to-exceed amount for the other programs, e.g., Causality, Workers Comp, Auto, were not required to change. However, on December 7, staff learned that one of the remaining insurers quoted a rate that was more than twice what the other insurers had quoted. NCPA's insurance broker, Aon, approached other markets attempting to replace the capacity, but since the property policy expires on December 15, there was not sufficient time for Aon to complete. Due to the new quote and the policy cancellation date, staff recommended increasing the Property Damage premium from \$4,000,000 to \$5,000,000, which increased the total not-to-exceed for all renewals to \$6,783,200.

The Commission discussed and asked questions with regards to how this increase impacts those project participant members, and members not included in the project. After much discussion, the Commission agreed with staff's recommendation.

Motion: A motion was made by Jerry Serventi, and seconded by Bo Sheppard to adopt resolution approving the amendment to the resolution delegating the authority to the General Manager to negotiate and bind property damage and casualty coverage amounts as presented (or better) and a not-to-exceed proposed premiums of approximately \$6,783,200. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Palo Alto, Port of Oakland, Truckee Donner, and Ukiah were absent.*

ADJOURNMENT

The December 14, 2020, special Commission meeting was adjourned at 3:28 pm by Chair David Hagele.

Respectfully submitted,

DAVID HAGELE
Commission Chair

Prepared by,

CARY A. PADGETT
Assistant Secretary to the Commission

**Northern California Power Agency
ROLL CALL VOTE**

Topic: **Amended Resolution 20-99**

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	___Y___	_____	_____
BART	_____	_____	___X___
Biggs	___Y___	_____	_____
Gridley	___Y___	_____	_____
Healdsburg	___Y___	_____	_____
Lodi	___Y___	_____	_____
Lompoc	___Y___	_____	_____
Palo Alto	_____	_____	___X___
Plumas-Sierra	___Y___	_____	_____
Port of Oakland	_____	_____	___X___
Redding	___Y___	_____	_____
Roseville	___Y___	_____	_____
Santa Clara	___Y___	_____	_____
Shasta Lake	___Y___	_____	_____
Truckee Donner	_____	_____	___X___
Ukiah	_____	_____	___X___

Passed and adopted this 14th day of December 14, 2020, by the above vote on roll call.

ATTEST:  _____
CARY A. PADGETT
Commission Assistant Secretary

**Northern California Power Agency
 Special Commission Meeting / Teleconference
 December 14, 2020
 COMMISSIONER
 Attendance List**

NCPA Commissioners are requested to sign, but signature by members of the public is voluntary.

MEMBER	NAME
1 - ALAMEDA	Jerry Serventi
2 - BIGGS	Bo Sheppard
3 - GRIDLEY	Paul Eckhert
4 - HEALDSBURG	David Hagele
5 - LODI	Jeff Berkheimer
6 - LOMPOC	Jenelle Osborne
7 - PALO ALTO	
8 - PORT OF OAKLAND	
9 - PLUMAS-SIERRA REC	Bob Marshall
10 - REDDING	Kristen Schreder
11 - ROSEVILLE	Pauline Roccucci
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	Manuel Pineda
14 - SHASTA LAKE	James Takehara
15 - TRUCKEE DONNER	
16 - UKIAH	

**Northern California Power Agency
Special Commission Meeting / Teleconference
December 14, 2020
Attendance List**

NCPA Commissioners, Alternates & Staff are requested to sign, but signature by members of the public is voluntary.

NAME	AFFILIATION
Nico Procos	Alameda
Michelle Bertolino	Roseville
Basil Wong	Santa Clara
Randy Howard	NCPA
Jane Luckhardt	NCPA
Jane Cirrincione	NCPA
Monty Hanks	NCPA
Joel Ledesma	NCPA
Randy Bowersox	NCPA
Cary Padgett	NCPA



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Commission Staff Report

AGENDA ITEM NO.: **5**

Date: January 28, 2021
To: NCPA Commission
Subject: December 2, 2020 Facilities Committee Meeting Minutes

The attached Draft Minutes are being provided for information and to augment the oral Committee report.



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Minutes – Draft

Date: January 21, 2021
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: January 6, 2021 Facilities Committee Meeting Minutes

- 1. Call Meeting to Order & Roll Call** – The meeting was called to order by Committee Chair Basil Wong, Santa Clara, at 9:02 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Harbottle, and Vidhi Chawla (Alameda), Mark Sorensen (Biggs), Paul Eckert (Gridley), Jiayo Chiang (Lodi), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Nick Rossow (Redding) Brian Schinstock (Roseville) and Steve Hance (Santa Clara). Owen Goldstrom (non-voting Member with TID) also attended via teleconference. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Lompoc, Port of Oakland, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. Approval of Minutes from the December 2, 2020 Facilities Committee meeting.**

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending approval of the December 2, 2020 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Redding, Roseville, and Santa Clara. The motion passed.

- 3. All NCPA Facilities – Pacific Star Chemical, LLC dba Northstar Chemical, Inc. MTEMS** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Agreement for Purchase of Equipment, Materials, and Supplies with Pacific Star Chemical, LLC dba Northstar Chemical, Inc. for the purchase of miscellaneous chemicals, with a not to exceed amount of \$2,500,000, for use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA had a previous agreement in place with Pacific Star Chemical LLC dba Northstar Chemical, which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. This is an enabling agreement with no commitment of funds. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. Other agreements in place for similar purchases include Apex Engineering Products, Brenntag Pacific, Hill Brothers, Thatcher Chemical and Univar USA, Inc. It is recommended that this item be placed on the Commission Consent calendar.

Motion: A motion was made by Mike Brozo and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Pacific Star Chemical, LLC dba Northstar Chemical for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at all facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Redding, Roseville, and Santa Clara. ABSTAIN = Port of Oakland. The motion passed.

4. **All NCPA Facilities – Basic Energy Services, LP MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Basic Energy Services, LP for well maintenance services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures.

This is a new vendor in which NCPA has not utilized in the past. Because of the nature of well drilling work, NCPA has had difficulty obtaining contracts with multiple vendors. This is an enabling agreement with no commitment of funds. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. Other agreements in place for similar services include Halliburton Energy Services, Inc., and C&J Well Services, Inc. (pending). However, Halliburton's DIR registration had lapsed, and they were not eligible to work at the time the services were bid. Numerous other vendors have refused to negotiate NCPA terms and conditions. It is recommended that this item be placed on the Commission Consent calendar.

Motion: A motion was made by Mike Brozo and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Basic Energy Services LP for injection well related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Redding, Roseville, and Santa Clara. The motion passed.

5. **All NCPA Facilities – C&J Well Services, Inc. MTGSA** – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with C&J Well Services, Inc. for well maintenance services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures.

This is a new vendor in which NCPA has not utilized in the past. Because of the nature of well drilling work, NCPA has had difficulty obtaining contracts with multiple vendors. This is an enabling agreement with no commitment of funds. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. Other agreements in place for similar services include Halliburton Energy Services, Inc., and Basic

Energy Services, LP (pending). However, Halliburton's DIR registration had lapsed, and they were not eligible to work at the time the services were bid. Numerous other vendors have refused to negotiate NCPA terms and conditions. It is recommended that this item be placed on the Commission Consent calendar.

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with C&J Well Services, Inc. for injection well related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Redding, Roseville, and Santa Clara. The motion passed.

- 6. All NCPA Facilities – Petro-Analytical Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Petro-Analytical, Inc. for routine, recurring, and miscellaneous fuel tank storage maintenance services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures.

This is a new agreement with an existing vendor. It is an enabling agreement with no commitment of funds. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into a multi-task enabling agreement with Petro-Analytical, Inc., so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA currently one other agreement in place for similar services with Stroupe Petroleum Maintenance, Inc. It is recommended that this item be placed on the Commission Consent calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Paul Eckert recommending Commission approval authorizing the General Manager or his designee to enter into a Five Year Multi-Task General Services Agreement with Petro-Analytical, Inc. for general fuel tank storage maintenance services, including UST system leak detection, monthly designated operator services, tank, piping, apparatus system, etc., with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 for use at the all facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Redding, Roseville, and Santa Clara. The motion passed.

- 7. NCPA Geothermal Facility – 2021 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP)** – Staff presented background information and was seeking a recommendation for Commission approval of the 2021 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP) with Calpine Corporation, updating the Cost Responsibility calculation used and extending the agreement expiration date for an additional two years.

The Southeast Geysers Effluent Pipeline (SEGEP) Project is a cooperative project between Lake County Sanitation District, Calpine, and NCPA that has been in operation since September 23, 1997. The project provides wastewater to The Geysers for the purposes of maintaining the reservoir pressure and increasing steam reserves of the geothermal field. Calpine and NCPA share in the operating and maintenance costs for SEGEP, as detailed in the Steam Suppliers Joint Operating Agreement (JOA). Per the JOA, Electrical power to operate the pumps stations can be supplied by either Calpine or NCPA. The value of the electrical power is based on the Local Market

Price. Calpine and NCPA either pays or reimburses the other entity for their share of electrical power. The payment or reimbursement is based on the volume of water each receive during a calendar year.

In addition, both Calpine and NCPA receive Bucket 0 Renewable Energy Credits (REC's) for the electrical power supplied to the effluent pipeline. Calpine as a private corporation is allowed to convert the Bucket 0 REC's into Bucket 3 REC's that are typically valued at \$0.50 to \$1.00 per MWh. Members of NCPA, as a Public Agency, are allowed to convert the Bucket 0 REC's into Bucket 1 REC's that are typically valued around \$15 per MWh. A Fourth Amendment to the Steam Suppliers Joint Operating Agreement SEGEP Project was signed on March 2, 2018, which required NCPA to provide the entire power supply for the Bear Canyon Pump Stations except in outage situations. This allowed Calpine to sell power normally reserved for SEGEP on the Day Ahead market and receive higher valued Bucket 1 REC's. In return, Calpine compensated NCPA for its relative share of the electricity costs at the Local Market Price and further paid NCPA one half the value of a Bucket 1 REC or \$7.50 per MWh for all electricity supplied to SEGEP. This 2021 Amendment extends the term of the underlying agreement through March 1, 2022, and also clarifies the term "Electricity Percentage" for purposes of calculating the value of Bucket 1 REC's that Calpine will owe NCPA each month. It is recommended that this item be placed on the Commission Consent calendar.

Motion: A motion was made by Brian Schinstock and seconded by Mike Brozo recommending Commission approval delegating authority to the NCPA General Manager or his designee to enter into a 2021 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP) between NCPA and Geysers Power Company, LLC, with any non-substantial changes recommended and approved by NCPA General Counsel, for use at NCPA's Geothermal facility. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Redding, Roseville, and Santa Clara. The motion passed.

8. **All NCPA Facilities, Members, SPPA – GreatBlue Research MTCSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with GreatBlue Research for market research and surveys, with a not to exceed amount of \$250,000 for use at all facilities owned and/or operated by NCPA, NCPA Members, SPPA, and SPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

This is a new agreement with a new vendor. It is an enabling agreement with no commitment of funds. GreatBlue Research is a Hometown Connections partner providing innovative solutions in a cost-effective manner to meet the unique needs of community-owned utilities. GreatBlue Research is a full-service market research firm using quantitative and qualitative research methodologies and offer studies on customer perception and satisfaction, employee satisfaction, product awareness and interest, market visibility, needs assessment, and marketing effectiveness. Utilities receive statistically reliable data with thoughtful, concise insights, and detailed recommendations. GreatBlue Research is considered a leader in tracking customer opinion data across the public power sector, able to show individual utilities how they compare to peer organizations nationwide. Other agreements in place for similar services include RKS Market Research, TMG Utility Advisory Services, and Hometown Connections. It is recommended that this item be placed on the Commission Consent calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a Five-Year Multi-Task Consulting Services Agreement with GreatBlue Research for market research and

surveys, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$250,000 over five years, for use at any facilities owned and/or operated by NCPA, its Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Redding, Roseville, and Santa Clara. The motion passed.

- 9. All NCPA Facilities, Members, SCPPA – RFI Communication & Security Systems MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with RFI Communication & Security Systems for integrated security services, with a not to exceed amount of \$500,000 for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

This is an existing vendor, but the current agreement with RFI Communications has reached the not-to-exceed limit of the contract (expiration was March 2023). It is an enabling agreement with no commitment of funds. In September 2020, staff issued a RFP soliciting proposals from integrated security solution providers to perform all manner of security services, including but not limited to intrusion, door access, CCTV systems, 24/7 monitoring, design and engineering. Proposals were sent to six qualified firms. RFI Communications was determined as the recommended vendor due to past performance. NCPA has a good working relationship with this vendor. NCPA desires to enter into a five-year, multi-task agreement with RFI Communications & Security Systems providing ongoing comprehensive maintenance at each NCPA property and facility. These activities are intended to provide a safe, and secure environment for NCPA employees and properties. It is recommended that this item be placed on the Commission Consent calendar.

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Five-Year Multi-Task General Services Agreement with RFI Enterprises Inc., dba RFI Communications & Security Systems for integrated security services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, its Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Redding, Roseville, and Santa Clara. The motion passed.

- 10. Resolution Commending Brian Schinstock –** Adopt a resolution by all Facilities Committee Members commending the service of Brian Schinstock, acting in the role of Facilities Committee Chair during Calendar Year 2020.

Motion: A motion was made by Mike Brozo and seconded by Basil Wong recommending Facilities Committee approval of the Resolution commending Brian Schinstock and the 2020 Facilities Committee Chair. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Redding, and Santa Clara. ABSTAIN = Brian Schinstock. The motion passed.

INFORMATIONAL ITEMS

- 11. Nexant Cost Allocation Model Billing Determinants for FY 2022 –** Staff presented and reviewed preliminary results of the Nexant Cost Allocation Model for Fiscal Year 2022. The Nexant Model is the Commission-approved methodology used to allocate Power Management and certain Administrative Services budget costs to Members and participants. Staff identified and reviewed the source of changes to Members' respective costs from the change in underlying calendar year 2020 operating data used as allocators in the model. The final version of the Nexant Cost

Allocation Model and associated underlying operational data are scheduled to be finalized by January 18, 2021, and published to NCPA Connect for Member review and feedback.

The initial allocated results for FY 2022 indicate the biggest increases to Gridley, Plumas-Sierra, and Lompoc, by approximately 32.08%, 29.21%, and 25.04% respectively, with the updated CY 2020 determinants. Members with the biggest decreases include Port of Oakland, and BART at 20.21% and 11.44% respectively. Staff reviewed the underlying operational data, and provided an analysis regarding the cost drivers that resulted in the relative percentage changes in the allocations to Members.

The final proposed modifications for the FY 2022 Nexant Cost Allocation Model determinants results will be presented at the next Facilities Committee meeting February 3, 2021. Staff will seek a recommendation for Commission approval at that time.

12. New Business Opportunities – Staff provided an update regarding new business opportunities.

South Sutter Water District (Camp Far West) – NCPA submitted a proposal which was accepted. Staff is currently developing a draft PPA.

Eldorado Irrigation District (P184 Powerhouse) – Five NCPA Members are interested in this project. Staff is working to develop and indicative offer.

SFWPA (South Feather Hydroelectric) – A PPA has been developed which is being reviewed by SFWPA. The Legal Committee will be reviewing the PPA tomorrow, January 7, 2021. Development of a Third Phase Agreement should be completed in the next week or two. Member subscriptions will follow after that. Staff will bring this item back to the Committee for review and final approval once completed.

Glover Solar – A draft PPA has been sent, and is currently being reviewed by Glover Solar. Staff will bring this item back to the Committee for final review and approval before moving forward.

NCPA Renewables RFP – Palo Alto is interested in the Northwest Wind Project. An additional proposal has been received. Staff will provide the information soon.

13. NCPA Generation Services Plant Updates – Plant Staff provided the Committee with an informational update on current plant activities and conditions.

Hydro – December was a very busy month with several FERC regulatory filings including the Revised Owner's Dam Safety Program, Upper Utica Dam Safety Surveillance Monitoring Report, Upper Utica Revised Dam Safety Surveillance Monitoring Plans, Emergency Action Plan updates and annual filing, Security Plan update and annual filing, and an update of the USGA Water Year Records. New Spicer Meadows Reservoir ended the year with 70,977 acre-feet with water levels still decreasing due to a dry water year so far. Precipitation has only been half of average so far this year, with the snow level at 56%. This year is being compared to the water years of 1976-1977, and 2014-2015, which were extremely dry years. Developing trends include more regulations, more staff time, and more money for dam safety requirements. As well, watershed scale forest management is now gaining momentum. Multiple regulatory agencies are doing deep dives into very technical areas and asking a lot of questions. Regulatory oversight fees for DSOD and FERC continue to escalate. The NCPA Hydro Plant Engineer is spending considerably more time on dam safety and regulatory compliance. The watershed scale forest management includes multi-agency partnerships, with joint action initiatives. Agencies include CalFire, USFS, NGOs, Foothill Counties, Water Districts, and Hydro Projects. Goals for this include storing carbon,

decreasing wildfire risk, increasing water yield, and decreasing post-wildfire erosion. North Fork Stanislaus Watershed interested parties include Calaveras County Water District, Calaveras County, CHIPs, USFS, and others.

CTs – December operations included 28 actual starts for CT1, of 13 forecasted, plus an additional 2 ghost starts, bringing the FYTD total to 186. CT2 had 3 actual starts of 4 forecasted, bringing the FYTD total to 80. There were no forced or planned outages. A BAAQMD inspector identified the diesel starters in Alameda are not on a permit. These permits will limit hours to approximately 20 hours each, which is approximately 100 starts. Options for this include accepting the results, test and use test data to increase the starts, or install electric starters. During a quarterly CT2 predictive maintenance to inspect the magnetic plug metal particles were discovered. No other indications were present. Next actions include inspecting the plug more frequently, additional vibration monitor, evaluate service options that are available, and an evaluation of the particles.

Geo – There were no safety recordables in the month of December. CalFire declared the official end to the fire season on December 28, 2020. Damage was done to the solar panels at the Bear Canyon Zero site. This is currently under investigation, and could have been a hunting accident. The average net generation for December was 93.3 MW. The CY 2020 net generation total was 739.1 GWh, which exceeded the goal of 726.6 GWh by 1.7%. The Geo Plant 1 Fire Protection System Modernization Project is underway with bi-weekly project meetings and deliveries starting in December. ORR Protection Systems, Inc. is under contract and Coffman Engineers has been hired at the engineer. Bi-weekly meetings have been started with CEC staff, establishing relationships with the CEC CBO for design reviews. The SiteLogIQ agreement is being processed for signatures to start the Geo Plant 1 HVAC Renovation Project. The upcoming PG&E Geysers #9 Lakeville transmission line outage will be March 1 – May 7, 2021. PG&E needs to make repairs to the damage caused by the Glass Fire. This will require a one-week Geo outage from March 1 – March 7, 2021, on Plant 1 for PG&E to install a shoe-fly “jumper” to support Geo generation for duration of the outage. The plan is to jumper from Geysers #9 Lakeville 230 kV line to Geysers #17 Fulton 230 kV Line. The SEGEP line is currently down due to a pipeline leak, which started December 15, 2020 until further notice.

14. Planning and Operations Update –

- NCPA Renewables RFP – Staff is seeking member feedback regarding interest in projects. Review of additional proposals underway
- COVID-19 Update – Operations continue in dual mode of NCPA dispatch and scheduling functions. Ongoing efforts to protect the health and safety of all staff continue.
- SCP Integration Activities – Integration of SCP services was completed successfully January 1, 2021.
- New Resource Integration – Altamont Wind (EBCE), Central 40 (SVP), Golden Hills (EBCE)
- Key Focus on Resource Adequacy Policy – CAISO RA Enhancements and CPUC Central Procurement.
- Insurance Renewal for 2020-2021 – The final total amount for insurance premiums is \$4,755,454. These premiums will exceed the FY 2021 budget. Staff believes NCPA should be able to absorb increases offset by savings in other areas similar to last year, and is not recommending a budget augmentation, but will continue to monitor.

15. Next Meeting – The next regular Facilities Committee meeting is scheduled for February 3, 2021.

ADJOURNMENT

The meeting was adjourned at 11:55 am by the Committee Chair.

Teleconference call only due to Covid19

Northern California Power Agency January 6, 2021 Facilities Committee Meeting Attendance List

NCPA Facilities Committee Members are requested to sign, but signature by members of the public is voluntary.

<u>MEMBER</u>	<u>NAME</u>
ALAMEDA	✓
BART	
BIGGS	✓
GRIDLEY	✓
HEALDSBURG	
LODI	✓
LOMPOC	
PALO ALTO	✓
PLUMAS-SIERRA REC	✓
PORT OF OAKLAND	
REDDING	✓
ROSEVILLE	✓
SANTA CLARA	✓
TID	✓ (non voting)
UKIAH	

**Northern California Power Agency
January 6, 2021 Facilities Committee Meeting
Attendance List**

NCPA Facilities Committee Members, Alternates & Staff are requested to sign, but signature by members of the public is voluntary.

<u>NAME</u>	<u>AFFILIATION</u>
Carnie Pollo	NCPA
Jane Huckhardt	NCPA
Bob Caracristi	NCPA
Joel Hedisma	NCPA



Commission Staff Report

January 19, 2021

COMMISSION MEETING DATE: January 28, 2021

SUBJECT: November 30, 2020 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth <i>SAA</i>	METHOD OF SELECTION:
	Treasurer-Controller	N/A
Division:	Administrative Services	
Department:	Accounting & Finance	

IMPACTED MEMBERS:		
All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>		

RECOMMENDATION:

Approval by all members.

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the January 28, 2021 meeting of the NCPA Commission. The following page is a summary of those disbursements.

Prior to the Chairman's call to order, the Assistant Secretary to the Commission will, upon request, make available for review the detailed listing of those disbursements.

The report of budget vs. actual costs and the unaudited November 30, 2020 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

The financial report would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (1)

**NORTHERN CALIFORNIA POWER AGENCY
and ASSOCIATED POWER CORPORATIONS**

**Schedule of Disbursements
(Unaudited)**

For the Month of November 2020

Operations:

Geothermal	\$ 1,539,609
Hydroelectric	3,166,490
CT#1 Combustion Turbines	172,707
CT#2 STIG	752,478
Lodi Energy Center	8,896,434
NCPA Operating	<u>35,295,496</u>
Total	<u><u>\$ 49,823,214</u></u>

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED NOVEMBER 30, 2020**

PERCENT OF YEAR ELAPSED 42%
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	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 1,594,910	\$ 7,543,449	\$ 20,872,106	36%	
Debt Service (Net)	2,782,355	13,911,776	33,388,263	42%	
Annual Budget Cost	4,377,265	21,455,225	54,260,369	40%	
Geothermal					
Other Plant Cost	2,430,286	12,991,895	30,610,931	42%	
Debt Service (Net)	412,538	2,062,692	4,950,461	42%	
Annual Budget Cost	2,842,824	15,054,587	35,561,392	42%	
Combustion Turbine No. 1	452,733	2,770,889	7,883,578	35%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	347,247	1,229,298	910,006	135%	(a)
Other Plant Cost	153,850	1,219,809	2,252,911	54%	(a)
Debt Service (Net)	402,180	2,010,901	4,826,162	42%	
Annual Budget Cost	903,277	4,460,008	7,989,079	56%	
Lodi Energy Center					
Fuel	1,881,172	11,574,783	32,955,703	35%	
Other Plant Cost	2,325,235	9,201,105	33,571,561	27%	
Debt Service (Net)	2,168,653	10,843,264	26,023,835	42%	
Annual Budget Cost	6,375,060	31,619,152	92,551,099	34%	
Member Resources - Energy	4,121,997	25,516,755	60,055,852	42%	
Member Resources - Natural Gas	306,901	1,662,095	2,442,174	68%	(b)
Western Resources	1,800,420	12,893,601	29,869,636	43%	
Market Power Purchases	3,017,890	14,448,313	27,422,650	53%	(c)
Load Aggregation Costs - CAISO	70,665,517	300,301,036	250,995,102	120%	(d)
Net GHG Obligations	700,430	833,870	-	N/A	
	95,564,314	431,015,531	569,030,931	76%	
<u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	596,538	3,178,853	2,674,231	119%	(e)
Wheeling Access Charge	10,512,640	43,621,001	112,666,513	39%	
Ancillary Services	1,825,914	9,419,419	3,750,031	251%	(f)
Other ISO Charges/(Credits)	8,394,457	8,211,831	935,326	878%	(g)
	21,329,549	64,431,104	120,026,101	54%	
<u>MANAGEMENT SERVICES</u>					
<u>Legislative & Regulatory</u>					
Legislative Representation	108,827	611,214	2,180,121	28%	
Regulatory Representation	63,428	294,153	715,280	41%	
Western Representation	44,075	230,094	716,059	32%	
Customer Programs	28,489	126,063	476,652	26%	
Judicial Action	71,428	231,085	460,000	50%	(h)
<u>Power Management</u>					
System Control & Load Dispatch	483,299	2,513,140	6,765,755	37%	
Forecasting, Planning, Prescheduling & Trading	192,940	1,084,742	2,934,342	37%	
Industry Restructuring & Regulatory Affairs	29,405	166,072	425,152	39%	
Contract Admin, Interconnection Svcs & External Affairs	73,504	403,205	999,897	40%	
Gas Purchase Program	4,262	25,731	81,738	31%	
Market Purchase Project	5,396	34,676	117,239	30%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED NOVEMBER 30, 2020**

PERCENT OF YEAR ELAPSED
42%

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
Energy Risk Management	12,415	84,614	229,845	37%	
Settlements	53,644	282,343	923,646	31%	
Integrated Systems Support	14,894	98,953	266,055	37%	
Participant Pass Through Costs	361,145	692,872	1,590,641	44%	
Support Services	244,307	912,346	-	N/A	
	1,791,458	7,791,303	18,882,422	41%	
 TOTAL ANNUAL BUDGET COST	 118,685,321	 503,237,938	 707,939,454	 71%	
 LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	6,733,072	53,097,280	105,258,271	50%	(i)
Member Resource ISO Energy Sales	2,746,766	14,491,165	26,421,509	55%	(j)
Member Owned Generation ISO Energy Sales	6,174,717	40,521,769	69,679,260	58%	(k)
Customer Owned Generation ISO Energy Sales	-	23,662	-		
NCPA Contracts ISO Energy Sales	1,893,384	9,077,975	18,914,977	48%	(l)
Western Resource Energy Sales	739,118	15,578,417	17,480,649	89%	(m)
Load Aggregation Energy Sales	35,759,703	135,704,232	-	N/A	
Ancillary Services Sales	886,340	2,928,719	3,988,092	73%	(n)
Transmission Sales	9,198	45,990	110,376	42%	
Western Credits, Interest and Other Income	18,770,788	78,615,350	34,901,791	225%	(o)
	73,713,086	350,084,559	276,754,925	126%	
 NET ANNUAL BUDGET COST TO PARTICIPANTS	 \$ 44,972,235	 \$ 153,153,379	 \$ 431,184,529	 36%	

- (a) Increase in costs due to greater than projected MWhs of generation. CT2 is at 709% of budgeted MWhs at 11/30/20. Fuel costs, CA ISO charges, and variable costs have increased as a result of increased generation.
- (b) Variance caused by greater than anticipated natural gas purchases for Lodi, Healdsburg, Ukiah, Lompoc, and Gridley.
- (c) Increase due to higher than anticipated market purchases and price per Mwh.
- (d) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy. Additionally, the CAISO market experienced historically high day-ahead market prices for several days during the August heatwave. Prices peaked at nearly \$1000/MWh. Typical prices are around \$35/MWh. In addition, NCPA load quantities also increased in response to the heatwave.
- (e) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy. Additionally, GMC rates are volumetric and charges went above budget with increased load quantities during August heatwave.
- (f) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy. Additionally, during the August heatwave the CAISO faced significant deficiencies in operating reserves (Ancillary Services). This scarcity drove up the cost of Ancillary Services well above typical rates.
- (g) Increase due to unbudgeted revenues related to East Bay Community Energy, San Jose Community Energy, and NCPA Pool. Additionally, during system events like what was experienced in August, the CAISO must increase out-of-market actions, which when taken will result in unanticipated costs. CAISO dispatched as much system capacity as possible, which will result in increased neutrality costs.
- (h) Increase relates to unbudgeted costs for privileged and confidential legal matters.
- (i) Much of NCPA's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (j) Members' generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (k) Members' generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (l) Increase due to high market prices from August through October.
- (m) Western's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (n) Increase due to August through October heat events and continued stronger than normal CAISO market. Heat events have an impact on energy prices and costs/revenues as well as Ancillary Services.
- (o) Variance caused by unbudgeted revenue from customers.

COMBINED STATEMENTS OF NET POSITION

**NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS**

UNAUDITED

	November 30,	
	2020	2019
(in thousands)		
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 21,973	\$ 33,124
Investments	45,336	64,419
Accounts receivable		
Participants	1,202	2,823
Other	10,401	235
Interest receivable	351	571
Inventory and supplies	5,956	8,891
Prepaid expenses	242	514
TOTAL CURRENT ASSETS	85,461	110,577
RESTRICTED ASSETS		
Cash and cash equivalents	68,379	44,562
Investments	163,335	177,680
Interest receivable	608	794
TOTAL RESTRICTED ASSETS	232,322	223,036
ELECTRIC PLANT		
Electric plant in service	1,494,589	1,507,204
Less: accumulated depreciation	(1,031,436)	(1,016,990)
	463,153	490,214
Construction work-in-progress	-	182
TOTAL ELECTRIC PLANT	463,153	490,396
OTHER ASSETS		
Regulatory assets	222,734	222,210
Preliminary survey and investigation costs	-	642
Investment in associated company	265	265
TOTAL ASSETS	1,003,935	1,047,126
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	18,086	28,988
Pension and OPEB deferrals	16,936	17,055
Asset retirement obligations	61,948	62,057
TOTAL DEFERRED OUTFLOWS OF RESOURCES	96,970	108,100
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,100,905	\$ 1,155,226

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	November 30,	
	2020	2019
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 32,090	\$ 52,143
Accounts and retentions payable - restricted for construction	-	10
Member advances	993	1,634
Operating reserves	21,534	18,416
Current portion of long-term debt	43,745	42,545
Accrued interest payable	14,020	16,430
TOTAL CURRENT LIABILITIES	112,382	131,178
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	63,003	66,126
Operating reserves and other deposits	133,972	132,335
Interest rate swap liability	20,799	16,513
Asset retirement obligations	67,257	65,769
Long-term debt, net	568,675	616,235
TOTAL NON-CURRENT LIABILITIES	853,706	896,978
TOTAL LIABILITIES	966,088	1,028,156
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	87,200	83,176
Pension and OPEB deferrals	4,737	5,802
TOTAL DEFERRED INFLOWS OF RESOURCES	91,937	88,978
NET POSITION		
Net investment in capital assets	(15,943)	(21,222)
Restricted for debt service	27,032	22,367
Unrestricted	31,791	36,947
TOTAL NET POSITION	42,880	38,092
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,100,905	\$ 1,155,226

**COMBINED STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION**

**NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS**

UNAUDITED

	For the Five Months Ended November 30, 2020	
	2020	2019
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 160,152	\$ 164,189
Other Third-Party	150,146	105,859
TOTAL OPERATING REVENUES	<u>310,298</u>	<u>270,048</u>
OPERATING EXPENSES		
Purchased power	135,692	93,164
Operations	33,544	34,923
Transmission	88,711	94,971
Depreciation	12,589	12,921
Maintenance	9,930	10,555
Administrative and general	8,386	8,126
TOTAL OPERATING EXPENSES	<u>288,852</u>	<u>254,660</u>
NET OPERATING REVENUES	<u>21,446</u>	<u>15,388</u>
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(15,539)	(16,727)
Interest income	(2,446)	1,311
Other	2,167	1,632
TOTAL NON OPERATING EXPENSES	<u>(15,818)</u>	<u>(13,784)</u>
FUTURE RECOVERABLE AMOUNTS	(3,149)	(1,487)
REFUNDS TO PARTICIPANTS	<u>9</u>	<u>(1,401)</u>
INCREASE (DECREASE) IN NET POSITION	2,488	(284)
NET POSITION, Beginning of year	<u>40,392</u>	<u>38,376</u>
NET POSITION, Period ended	<u>\$ 42,880</u>	<u>\$ 38,092</u>

OTHER FINANCIAL INFORMATION
COMBINING STATEMENT OF NET POSITION
NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS
(000's omitted)

November 30, 2020

	GENERATING & TRANSMISSION RESOURCES										Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Load Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency		
CURRENT ASSETS											
Cash and cash equivalents	\$ 1	\$ -	\$ -	\$ 1	\$ 1	\$ 87	\$ -	\$ -	\$ 92	\$ 21,791	\$ 21,973
Investments	-	-	-	-	-	-	-	-	-	45,336	45,336
Accounts receivable	-	-	-	-	-	-	-	-	-	1,202	1,202
Participants	-	-	-	-	-	-	-	-	-	10,167	10,401
Other	-	-	-	-	-	-	-	-	-	351	351
Interest receivable	-	-	-	-	-	-	-	-	-	227	227
Inventory and supplies	1,511	1,583	284	358	2,220	-	124	-	-	5,956	5,956
Prepaid expenses	20	43	2	3	21	-	-	-	-	153	242
Due from Agency and other programs*	11,513	4,973	2,918	4,089	20,164	-	20,946	-	7,949	(72,552)	-
TOTAL CURRENT ASSETS	13,045	6,599	3,205	4,451	22,492	-	21,304	-	8,041	6,324	85,461
RESTRICTED ASSETS											
Cash and cash equivalents	1,919	12,548	829	-	14,547	-	15,327	-	-	23,209	68,379
Investments	27,474	33,782	857	-	28,026	-	16,139	-	-	57,057	163,335
Interest receivable	110	94	1	-	77	-	-	-	-	326	608
TOTAL RESTRICTED ASSETS	29,503	46,424	1,687	-	42,650	-	31,466	-	-	80,592	232,322
ELECTRIC PLANT											
Electric plant in service	572,850	395,188	64,852	36,971	409,938	7,736	-	894	6,160	1,494,589	
Less: accumulated depreciation	(544,736)	(283,077)	(53,695)	(34,964)	(100,768)	(7,736)	-	(610)	(3,850)	(1,031,436)	
TOTAL ELECTRIC PLANT	28,114	110,111	11,157	2,007	309,170	-	-	284	2,310	463,153	
OTHER ASSETS											
Regulatory assets	1,113	131,757	6,248	-	28,554	-	-	-	-	55,062	222,734
Investment in associated company	-	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	71,775	294,891	22,297	6,458	402,866	-	52,770	8,325	144,553	1,003,935	
DEFERRED OUTFLOWS OF RESOURCES											
Excess cost on refunding of debt	974	15,739	-	-	1,373	-	-	-	-	-	18,086
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	-	16,936	16,936
Asset retirement obligations	61,601	-	162	-	185	-	-	-	-	61,948	
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,575	15,739	162	-	1,558	-	-	-	16,936	96,970	
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 134,350	\$ 310,630	\$ 22,459	\$ 6,458	\$ 404,424	\$ -	\$ 52,770	\$ 8,325	\$ 161,489	\$ 1,100,905	

* Eliminated in Combination

OTHER FINANCIAL INFORMATION
COMBINING STATEMENT OF NET POSITION
NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS
(000's omitted)

November 30, 2020

	GENERATING & TRANSMISSION RESOURCES										Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Load Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency		
CURRENT LIABILITIES											
Accounts payable and accrued expenses	\$ 263	\$ 247	\$ 2	\$ 1	\$ 1,776	\$ -	\$ 24,227	\$ -	\$ 5,574	\$ 32,090	
Member advances	791	-	-	-	-	-	-	-	202	993	
Operating reserves	1,262	250	617	3,463	15,942	-	-	-	-	21,534	
Current portion of long-term debt	5,400	21,750	4,080	-	12,515	-	-	-	-	43,745	
Accrued interest payable	117	4,759	278	-	8,866	-	-	-	-	14,020	
TOTAL CURRENT LIABILITIES	7,833	27,006	4,977	3,464	39,099	-	24,227	202	5,574	112,382	
NON-CURRENT LIABILITIES											
Net pension and OPEB liability	-	-	-	-	-	-	-	-	-	63,003	
Operating reserves and other deposits	1,500	16,512	-	-	87	-	32,792	2,492	80,589	133,972	
Interest rate swap liability	-	20,799	-	-	-	-	-	-	-	20,799	
Asset retirement obligations	66,910	-	162	-	185	-	-	-	-	67,257	
Long-term debt, net	10,815	235,759	15,566	-	306,535	-	-	-	-	568,675	
TOTAL NON-CURRENT LIABILITIES	79,225	273,070	15,728	-	306,807	-	32,792	2,492	143,592	853,706	
TOTAL LIABILITIES	87,058	300,076	20,705	3,464	345,906	-	57,019	2,694	149,166	966,088	
DEFERRED INFLOWS OF RESOURCES											
Regulatory credits	37,844	3,513	1,132	2,189	39,387	-	-	285	2,850	87,200	
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	4,737	4,737	
TOTAL DEFERRED INFLOWS OF RESOURCES	37,844	3,513	1,132	2,189	39,387	-	-	285	7,587	91,937	
NET POSITION											
Net investment in capital assets	3,878	(12,636)	(3,044)	-	(4,141)	-	-	-	-	(15,943)	
Restricted for debt service	1,968	14,163	1,382	-	9,519	-	-	-	-	27,032	
Unrestricted	3,602	5,514	2,284	805	13,753	-	(4,249)	5,346	4,736	31,791	
TOTAL NET POSITION	9,448	7,041	622	805	19,131	-	(4,249)	5,346	4,736	42,880	
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	134,350	310,630	22,459	6,458	404,424	-	52,770	8,325	161,489	1,100,905	

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS
(0000's omitted)

For the Five Months Ended November 30, 2020

	GENERATING & TRANSMISSION RESOURCES										Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency			
OPERATING REVENUES												
Participants	\$ 4,269	\$ 10,200	\$ 1,679	\$ 1,675	\$ 19,736	\$ -	\$ 113,889	\$ 8,012	\$ 692	\$ -	\$ 160,152	
Other Third-Party	13,447	11,810	2,594	2,473	25,234	-	93,676	912	-	-	150,146	
TOTAL OPERATING REVENUES	17,716	22,010	4,273	4,148	44,970	-	207,565	8,924	692	-	310,298	
OPERATING EXPENSES												
Purchased power	548	993	289	346	690	-	132,826	-	-	-	135,692	
Operations	7,260	1,692	1,521	835	15,911	-	1,662	4,663	-	-	33,544	
Transmission	194	166	10	23	418	-	87,898	2	-	-	88,711	
Depreciation	1,528	3,990	918	90	5,891	-	-	23	-	-	12,589	
Maintenance	3,765	3,099	318	1,131	1,574	-	-	43	-	-	9,930	
Administrative and general	1,997	1,460	265	324	2,101	-	-	2,947	-	-	8,386	
Intercompany (sales) purchases, net*	(317)	128	39	37	137	-	-	(24)	-	-	-	
TOTAL OPERATING EXPENSES	14,975	11,528	3,360	2,786	26,722	-	222,386	7,654	(559)	-	288,852	
NET OPERATING REVENUES	2,741	10,482	913	1,362	18,248	-	(14,821)	1,270	1,251	-	21,446	
NON OPERATING (EXPENSES) REVENUES												
Interest expense	(224)	(9,474)	(91)	-	(5,750)	-	-	-	-	-	(15,539)	
Interest income	(226)	(246)	19	18	(28)	-	(33)	24	(1,974)	-	(2,446)	
Other	13	-	517	-	1,576	-	-	27	34	-	2,167	
TOTAL NON OPERATING (EXPENSES) REVENUES	(437)	(9,720)	445	18	(4,202)	-	(33)	51	(1,940)	-	(15,818)	
FUTURE RECOVERABLE AMOUNTS	(963)	(593)	(1,018)	-	(575)	-	-	-	-	-	(3,149)	
RETURNS TO PARTICIPANTS	(161)	(104)	(119)	141	-	-	350	(727)	629	-	9	
INCREASE (DECREASE) IN NET POSITION	1,180	65	221	1,521	13,471	-	(14,504)	594	(60)	-	2,488	
NET POSITION, Beginning of year	8,268	6,976	401	(716)	5,660	-	10,255	4,752	4,796	-	40,392	
NET POSITION, Period ended	\$ 9,448	\$ 7,041	\$ 622	\$ 805	\$ 19,131	\$ -	\$ (4,249)	\$ 5,346	\$ 4,736	\$ -	\$ 42,880	

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
 AGED ACCOUNTS RECEIVABLE
 November 30, 2020

Status	Participant / Customer	Description	Amount
CURRENT			\$ 11,298,259
PAST DUE:			
1 - 30	CMUA	Share of SEPA evaluation	7,500
	TANC	Interim GM	4,874 *
31 - 60			
61 - 90			
91 - 120	Calpine Geysers	Effluent Adj (Mar'18 - Dec'19)	292,665
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			\$ 11,603,297

* Denotes items paid/applied after November 30, 2020.



Commission Staff Report

January 20, 2021

COMMISSION MEETING DATE: January 28, 2021

SUBJECT: Treasurer's Report for Month Ended November 30, 2020

AGENDA CATEGORY: Consent

FROM: Sondra Ainsworth <i>slh</i>	METHOD OF SELECTION:
Treasurer-Controller	N/A
Division: Administrative Services	
Department: Accounting & Finance	

IMPACTED MEMBERS:		
All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>		
<hr/>		
<hr/>		

RECOMMENDATION:

Approval by all members.

BACKGROUND:

In compliance with Northern California Power Agency (NCPA) policy and State of California Government Code Sections 53601 and 53646(b), the following monthly report is submitted for your information and acceptance.

Cash – At month end cash totaled \$6,161,709 of which approximately \$1,498 was applicable to Special and Reserve Fund Deposits, \$2,212,586 to Debt Service and \$3,947,625 to Operations and other.

The cash balance held at U.S. Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement.

Investments – The carrying value of NCPA's investment portfolio totaled \$292,792,610 at month end. The current market value of the portfolio totaled \$296,368,510.

The overall portfolio had a combined weighted average interest rate of 1.309% with a bond equivalent yield (yield to maturity) of 1.327%. Investments with a maturity greater than one year totaled \$151,028,000. November maturities totaled \$12 million and monthly receipts totaled \$54 million. During the month \$27 million was invested.

Funds not required to meet annual cash flow are reinvested and separately reported as they occur.

Interest Rates – During the month, rates on 90-day T-Bills decreased 1 basis point (from 0.10% to 0.09%) and rates on one-year T-Bills decreased 1 basis point (0.12% to 0.11%).

To the best of my knowledge and belief, all securities held by NCPA as of November 30, 2020 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

FISCAL IMPACT:

This report has no direct budget impact to NCPA.

ENVIRONMENTAL ANALYSIS:

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment

SR: 101:21

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

NOVEMBER 30, 2020

TABLE OF CONTENTS

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CASH & INVESTMENT BALANCE	1
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INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
November 30, 2020**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 2,648,791	\$ 94,824,695	\$ 97,473,486	32.60%
Special Deposits	1,297,058	-	1,297,058	0.44%
Construction	1,776	5,145,410	5,147,186	1.72%
Debt Service	2,212,586	38,695,997	40,908,583	13.68%
Special & Reserve	1,498	154,126,508	154,128,006	51.56%
	<u>\$ 6,161,709</u>	<u>\$ 292,792,610</u>	<u>\$ 298,954,319</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 296,368,510

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
November 30, 2020**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
NCPA FUNDS							
Operating	\$ 48,529,857	\$ 60,241	\$ 4,134,816	\$ (23,888,986)	\$ (7,972,057)	\$ (20,541,711)	\$ 322,160
Special Deposits	5,620,146	-	-	(17,105,870)	-	11,491,902	6,178
Construction	-	-	-	-	-	-	-
Debt Service	-	3	4,345,411	-	(14,780,563)	8,814,541	(1,620,608)
Special & Reserve	-	178,749	3,900,990	-	(4,315,007)	235,268	0
	\$ 54,150,003	\$ 238,993	\$ 12,381,217	\$ (40,994,856)	\$ (27,067,627)	\$ -	\$ (1,292,270)

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency
Treasurer's Report
Investment Activity Summary
November 30, 2020**

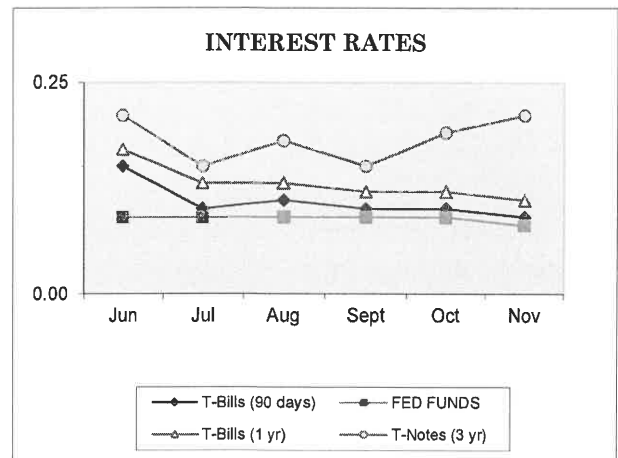
	PURCHASED	SOLD OR MATURED	(NON-CASH)	(NON-CASH)	INVESTMENTS	
			DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 7,972,057	\$ (4,134,816)	\$ 11,910	\$ 6,739	\$ -	\$ 3,855,890
Special Deposits	-	-	-	-	-	-
Construction	-	-	300	-	-	300
Debt Service	14,780,563	(4,345,411)	1,689	-	-	10,436,841
Special & Reserve	4,315,007	(3,900,990)	(13,838)	-	-	400,179
	<u>\$ 27,067,627</u>	<u>\$ (12,381,217)</u>	<u>\$ 61</u>	<u>\$ 6,739</u>	<u>\$ -</u>	<u>\$ 14,693,210</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(6,800)</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ 14,686,410</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
November 30, 2020**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.309%	1.327%
OPERATING FUNDS:	1.525%	1.488%
PROJECTS:		
Geothermal	1.589%	1.549%
Capital Facilities	0.071%	0.720%
Hydroelectric	0.806%	0.816%
Lodi Energy Center	0.731%	0.618%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	0.08%	1.55%
T-Bills (90da.)	0.09%	1.61%
Agency Disc (90da.)	0.10%	1.52%
T-Bills (1yr.)	0.11%	1.59%
Agency Disc (1yr.)	0.12%	1.45%
T-Notes (3yr.)	0.21%	1.60%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
November 30, 2020**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ 8,062	\$ 25,275	\$ 500	\$ 8,490	\$ -	\$ 62,345	\$ -	\$ 104,672	35.51%
Corporate Bonds (MTN)	-	3,000	3,000	2,020	3,005	65,230	-	76,255	25.87%
Municipal Bonds	-	-	1,000	-	2,055	22,203	-	25,258	8.57%
US Bank Trust Money Market	8,875	-	-	-	-	-	-	8,875	3.01%
Commercial Paper	8,442	-	-	-	-	-	-	8,442	2.86%
Investment Trusts (LAIF)	51,174	-	-	-	-	-	-	51,174	17.36%
Investment Trusts (CAMP)	1	-	-	-	-	-	-	1	0.00%
U.S.Treasury Market Acct. *	7,705	-	-	-	-	-	-	7,705	2.62%
U.S.Treasury Bill/Note	-	10,879	-	-	-	-	-	10,879	3.69%
Certificates of Deposit	-	10	-	-	250	1,250	-	1,510	0.51%
Total Dollars	\$ 84,259	\$39,164	\$4,500	\$10,510	\$5,310	\$151,028	\$0	\$ 294,771	100.00%
Total Percents	28.57%	13.29%	1.53%	3.57%	1.80%	51.24%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

* The cash balance held at US Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement. Cash held by Union Bank of California is invested nightly in fully collateralized U.S. Treasury Securities.

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

Note: **This appendix has been prepared to comply with
Government Code section 53646.**



Northern California Power Agency

Treasurer's Report

11/30/2020

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equity Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	25,000	0.050	11/26/2014	25,000		1	0.050	25,000	SVS70101	70101	25,000
Local Agency Investm	LAIF	9,952,218	0.842	07/01/2013	9,952,218		1	0.842	9,952,218	SVS70000	70000	9,952,218
Union Bank of Calif	UBOC	741,207	0.002	07/01/2013	741,207		1	0.002	741,207	SVS70014	70014	741,207
US Bank	USB	2,648,791	0.001	06/30/2013	2,648,791		1	0.001	2,648,791	SVS70050	70050	2,648,791
US Bank	USB	8,416,781	0.010	08/24/2017	8,416,781		1	0.010	8,416,781	SVS70056	70056	8,416,781
California Asset Mgmt	CMP	0	0.670	10/19/2018	0		1	0.670	0	SVS70070	70070	0
Wahmart, Inc.	UBOC	1,000,000	1.900	09/20/2018	979,580	12/15/2020	14	2.848	1,000,630	931142EAY	26674	999,645
US Bank	USB	10,000	0.050	10/07/2020	10,000	01/07/2021	37	0.050	10,000	SVS30323	30323	10,000
John Deere Capital C	UBOC	500,000	2.350	09/21/2018	492,195	01/08/2021	38	3.057	501,020	2442ZETZ2	26676	489,651
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	89	2.969	1,004,670	17275RBD3	26667	998,218
NATIONAL RURAL UTIL	UBOC	500,000	2.900	07/31/2019	505,370	03/15/2021	104	2.096	503,760	63743HER9	26847	501,134
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	121	2.846	501,980	437076BL5	26558	498,657
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	169	2.919	1,004,250	458140AVM0	26670	994,562
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	237	1.620	2,629,686	3133EHSR5	26465	2,603,633
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	282	3.149	1,010,680	02665VWG5	26669	999,385
3M Company	UBOC	1,000,000	3.000	09/21/2018	999,480	09/14/2021	287	3.018	1,019,060	886579YBA8	26675	999,863
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	432	3.060	1,024,570	742718DY2	26673	991,531
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	457	2.982	1,023,930	478160CD4	26671	991,324
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	486	3.315	515,480	87296YAE8	26601	497,726
PepsiCo Inc.	UBOC	500,000	2.260	03/21/2018	487,005	05/02/2022	517	2.924	514,650	713448DJ2	26557	485,516
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	526	2.329	1,155,700	037833CD1	26525	1,122,874
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	715	3.157	521,765	02665VWCAT	26614	494,936
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	734	3.008	518,535	166764AB6	26555	483,914
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	743	3.135	419,544	92826CAC6	26647	397,458
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	771	3.315	1,048,820	89236TEL5	26645	987,996
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	792	3.464	521,490	828807CNS	26603	492,911
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	806	3.154	523,405	68389XBR5	26556	494,603
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	820	3.068	1,048,780	30231GAR3	26648	992,849
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	825	3.264	528,450	2442ZETG4	26613	495,157
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	482,280	03/15/2023	834	3.086	525,645	084670BR8	26554	496,454
United Parcel Servic	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	851	3.248	524,295	911312BK1	26600	491,976
United Parcel Servic	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	851	3.308	524,295	911312BK1	26677	491,301
Walmart, Inc.	UBOC	500,000	2.550	07/31/2019	507,870	04/11/2023	861	2.104	523,675	931142DH3	26848	505,030
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,285	04/28/2023	878	3.443	537,500	06406RAC2	26602	500,615
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	895	3.236	536,140	427866A21	26615	501,558
Commonwealth of Mass	UBOC	500,000	0.508	07/09/2020	500,000	07/01/2023	942	0.507	502,040	57582RF84	27029	500,000
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	966	3.399	1,078,610	90331HNV1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	980	3.172	1,043,960	594918BQ6	26672	971,040
Oracle Corp.	UBOC	4,145,000	2.400	05/31/2019	4,106,452	09/15/2023	1,018	2.630	4,360,167	68389XBL8	26620	4,119,933
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,157	3.561	550,820	46625HJF8	26760	509,287



Northern California Power Agency
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Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equity Yield	Market Value	CUSIP	Investment #	Carrying Value
East Side Union High	UBOC	500,000	0.820	10/29/2020	500,000	08/01/2024	1,339	0.878	501,330	275282PR6	27105	500,000
Bank of America Corp	UBOC	1,700,000	2.500	09/24/2019	1,700,000	09/24/2024	1,393	2.577	1,708,942	06048WD56	26872	1,700,000
Federal Farm Credit	UBOC	2,300,000	1.890	09/27/2019	2,300,000	09/27/2024	1,396	1.890	2,323,023	3133EKU20	26888	2,300,000
Toyota Motor Credit	UBOC	1,000,000	2.150	09/27/2019	1,000,000	09/27/2024	1,396	2.323	1,011,620	89236TG42	26887	1,000,000
CA St Dept of Wr Re	UBOC	600,000	0.560	08/06/2020	600,000	12/01/2024	1,461	0.584	601,344	13067MRB0	27055	600,000
Federal Home Loan Mt	UBOC	1,000,000	1.920	01/08/2020	1,000,000	01/08/2025	1,499	1.920	1,001,260	3134GUP95	26923	1,000,000
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,518	1.846	543,520	90331HMS9	26947	518,855
Federal National Mig	UBOC	1,000,000	0.570	07/30/2020	1,000,000	01/29/2025	1,520	0.570	994,900	3136G4E74	27043	1,000,000
Federal National Mig	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,646	0.710	1,000,600	3136G4WA7	27009	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,667	0.700	497,935	3134GVR26	27015	500,000
City of Phoenix AZ	UBOC	500,000	0.959	08/25/2020	500,000	07/01/2025	1,673	0.990	502,490	71884AF20	27058	500,000
Wisconsin Dept Trans	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,673	0.787	501,710	977123X78	27041	500,000
Federal National Mig	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,701	0.579	996,330	3136G4D75	27044	1,000,933
East Side Union High	UBOC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,704	0.992	1,003,790	275282PS4	27106	1,000,000
Federal Farm Credit	UBOC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,707	0.680	499,295	3133EL2U7	27052	500,000
Federal Farm Credit	UBOC	1,035,000	0.530	09/29/2020	1,035,000	09/29/2025	1,763	0.530	1,030,384	3133EMB10	27075	1,035,000
Federal Farm Credit	UBOC	2,035,000	0.530	09/29/2020	2,035,000	09/29/2025	1,763	0.530	2,031,439	3133EMB14	27076	2,035,000
Federal Home Loan Mt	UBOC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,791	0.540	498,875	3134GWA26	27103	500,000
Fund Total and Average		\$ 67,234,334	1.443		\$ 66,860,011		658	1.615	\$ 68,290,785			\$ 67,104,532

Local Agency Investm		92,437	0.842	07/01/2013	92,437		1	0.842	92,437	SYST0045	70045	92,437
Fund Total and Average		\$ 92,437	0.843		\$ 92,437		1	0.843	\$ 92,437			\$ 92,437

SCPA Balancing Account

Local Agency Investm	LALF	13,549,151	0.842	07/01/2013	13,549,151		1	0.842	13,549,151	SYST0022	70022	13,549,151
Union Bank of Calif	UBOC	500,928	0.002	07/01/2013	500,928		1	0.002	500,928	SYST0023	70023	500,928
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	153	3.000	503,070	06406FAB9	26570	498,097
Catalpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	08/09/2021	251	2.780	509,651	14912L6U0A	26954	501,334
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	438	2.798	511,910	594918BA1	26574	497,607
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	456	3.186	512,660	25468PDQ6	26630	495,651
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	486	3.100	515,480	87236YAE8	26571	499,065
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	547	2.918	516,785	437076B56	26572	497,940
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	653	3.161	517,640	74460DAB5	26573	493,445
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	743	3.096	262,215	92826CAC6	26632	248,597
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	744	3.070	524,335	458140AM2	26625	496,496
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	770	3.203	575,306	89239PF77	26598	543,812
Chico Systems Inc.	UBOC	500,000	2.800	06/22/2018	487,655	02/28/2023	819	3.170	525,935	17275RBE1	26624	494,091
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	820	3.055	524,390	30231GAR3	26599	496,572



Northern California Power Agency

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SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equity Yield	Market Value	CUSIP	Investment #	Carrying Value
Berkshire Hathway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	834	3.185	525,645	0846708R8	26598	495,413
United Parcel Servic	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	851	3.191	524,295	911312BK1	26627	492,563
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	881	3.108	521,660	654106AC7	26597	490,460
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	912	3.438	526,060	828807DD6	26631	492,131
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	06/15/2023	926	3.150	533,625	717081DH3	26626	498,241
Federal Home Loan Ba	UBOC	2,000,000	3.100	12/28/2018	2,000,000	12/28/2023	1,122	3.100	2,004,460	3130AFKR7	26736	2,000,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,332	2.410	504,890	89236TGD1	26831	500,000
Memphis Center City	UBOC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,582	0.600	550,035	586145F74	27113	550,138
Arizona Public Servi	UBOC	239,000	3.150	09/25/2020	263,631	05/15/2025	1,626	0.877	282,319	040555CS1	27073	282,658
California St Hih F	UBOC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,643	0.952	501,370	13032LXW5	27110	500,000
Federal Farm Credit	UBOC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	1,763	0.530	2,035,879	3133EMBJ0	27077	2,045,000
Federal Farm Credit	UBOC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,763	0.530	2,046,413	3133EMBH4	27078	2,050,000
Fund Total and Average		\$ 30,189,079	1.484		\$ 30,090,512		586	1.574	\$ 30,586,107			\$ 30,189,390

General Operating Reserve

Local Agency Investm	LAIF	22,061,790	0.842	07/01/2013	22,061,790		1	0.842	22,061,790	SYST0000	70002	22,061,790
Union Bank of Calif	UBOC	1,146,149	0.002	07/01/2013	1,146,149		1	0.002	1,146,149	SYST0019	70019	1,146,149
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYST0051	70051	0
California Asset Mgm	CMP	512	0.670	12/14/2018	512		1	0.670	512	SYST0071	70071	512
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	251	3.169	509,651	14912L6U0A	26956	500,031
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	06/09/2021	251	2.780	509,651	14912L6U0A	26957	501,334
American Honda Finan	UBOC	510,000	1.700	03/25/2020	496,924	09/09/2021	282	3.522	515,447	02865WBG5	26964	503,063
NYC Transitional F	UBOC	1,555,000	2.900	04/15/2020	1,593,269	11/01/2021	335	1.285	1,592,429	64871Q7F4	26982	1,577,713
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	438	2.972	409,528	594918BA1	26578	397,312
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	486	3.356	515,480	87236YAE8	26582	497,608
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	526	2.329	4,141,425	037833CQ1	26524	4,023,793
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	556	1.760	3,681,571	313379QC69	26467	3,593,988
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	593	3.083	520,845	713448CX4	26580	500,119
NYC Transitional F	UBOC	1,015,000	2.850	04/15/2020	1,046,120	08/01/2022	608	1.486	1,069,244	64871WFJ4	26981	1,037,605
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	12/01/2022	730	2.937	519,085	25468PCW4	26739	484,474
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	743	3.145	524,430	92826CAC6	26584	496,748
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	783	3.140	788,858	90331HNL3	26737	745,636
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	789	3.325	526,940	06406RAE7	26575	496,271
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	806	3.195	523,405	68389XBR5	26579	494,191
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/12/2023	812	3.225	522,300	74005PBR0	26581	494,628
Berkshire Hathway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	834	3.243	525,645	0846708R8	26576	494,810
United Parcel Servic	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	851	3.246	524,295	911312BK1	26683	492,019
Chevron Corp.	UBOC	750,000	2.566	01/30/2019	738,750	05/16/2023	896	2.939	788,873	166764BK5	26740	743,560
Arizona Board of Reg	UBOC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	912	1.387	1,849,813	040484VN4	26984	1,812,142
Chevron Corp.	UBOC	500,000	3.191	02/07/2019	507,025	06/24/2023	935	2.847	533,120	166764AH3	26755	504,112
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	06/26/2023	937	2.864	537,930	931142EK5	26758	506,421



Northern California Power Agency

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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equity Yield	Market Value	CUSIP	Investment #	Carrying Value
Montgomery Water Wor	UBOC	2,145,000	1.79%	04/17/2020	2,200,234	09/01/2023	1,004	1.020	2,228,848	613106KV6	26985	2,190,042
Pfeizer Inc	UBOC	500,000	3.20%	01/30/2019	506,250	09/15/2023	1,018	2.908	539,545	717081EN9	26738	503,759
Honolulu City and Co	UBOC	1,770,000	2.14%	04/17/2020	1,837,189	10/01/2023	1,034	1.020	1,856,535	4386705V9	26983	1,825,091
Clitbank NA	UBOC	500,000	3.65%	02/07/2019	507,490	01/23/2024	1,148	3.319	546,480	17325FAST	26756	504,747
JP Morgan	UBOC	500,000	3.87%	02/07/2019	515,120	02/01/2024	1,157	3.535	550,820	46625HJ78	26757	509,608
US Bank, N.A.	UBOC	440,000	3.37%	10/31/2019	462,862	02/05/2024	1,161	2.093	477,123	91159HHV5	26906	457,050
JP Morgan	UBOC	1,000,000	1.51%	05/27/2020	1,006,120	06/01/2024	1,278	1.356	1,024,290	46647PBQ8	27007	1,005,340
Toyota Motor Credit	UBOC	750,000	2.41%	07/25/2019	750,000	07/25/2024	1,332	2.410	757,335	89236TGD1	26841	750,000
East Side Union High	UBOC	565,000	0.82%	10/29/2020	565,000	08/01/2024	1,339	0.820	566,503	275282PR6	27107	565,000
Honolulu City and Co	UBOC	1,500,000	1.83%	04/13/2020	1,522,710	08/01/2024	1,339	1.058	1,573,215	438687KT1	26980	1,519,365
California State Uni	UBOC	250,000	0.68%	09/17/2020	250,000	11/01/2024	1,431	0.665	249,603	13077DMK5	27072	250,000
JP Morgan	UBOC	1,500,000	2.30%	11/27/2019	1,500,000	11/27/2024	1,457	2.386	1,505,655	48128GM49	26912	1,500,000
Federal Home Loan Ba	UBOC	1,820,000	2.75%	03/25/2020	1,981,288	12/31/2024	1,473	0.830	1,988,686	3130A3GE8	26962	1,957,922
US Bank, N.A.	UBOC	500,000	2.80%	02/07/2020	522,560	01/27/2025	1,518	1.846	543,520	90331HIMS9	26951	518,855
WW Granger Inc.	UBOC	500,000	1.85%	04/30/2020	516,000	02/15/2025	1,537	1.161	525,565	384802AE4	27000	514,043
WW Granger Inc.	UBOC	500,000	1.85%	05/12/2020	514,500	02/15/2025	1,537	1.217	525,565	384802AE4	27005	512,883
Federal Farm Credit	UBOC	2,500,000	1.30%	03/26/2020	2,500,000	03/26/2025	1,576	1.300	2,505,300	31333ELU79	26960	2,500,000
Memphis Center City	UBOC	500,000	2.94%	11/23/2020	550,395	04/01/2025	1,582	0.600	550,035	586145F74	27114	550,138
Tulsa County OK Ind.	UBOC	1,000,000	1.50%	05/26/2020	1,016,450	04/01/2025	1,582	1.038	1,025,720	899599QD3	27006	1,014,706
City of Huntsville A	UBOC	515,000	2.75%	11/06/2020	560,351	05/01/2025	1,612	0.750	560,547	447025A56	27112	559,649
Arizona Public Servi	UBOC	264,000	3.15%	09/25/2020	291,208	05/15/2025	1,626	0.877	289,758	040555CS1	27074	290,133
Honeywell Internatio	UBOC	1,000,000	1.35%	06/03/2020	1,023,560	06/01/2025	1,643	0.866	1,031,880	438516CB0	27008	1,021,228
County of Jasper IA	UBOC	420,000	2.35%	06/11/2020	443,558	06/01/2025	1,643	1.298	443,608	471376FJ7	27011	441,320
Precision Casparts	UBOC	1,500,000	3.25%	06/25/2020	1,667,985	06/15/2025	1,657	1.033	1,661,865	740189AM7	27017	1,653,345
Wells Fargo Bank	UBOC	750,000	1.50%	06/17/2020	750,000	06/17/2025	1,659	1.500	742,935	95001DAD2	27013	750,000
JP Morgan	UBOC	750,000	1.05%	06/23/2020	750,000	06/23/2025	1,666	1.050	747,233	48128GU40	27024	750,000
Federal Home Loan Mt	UBOC	500,000	0.70%	06/25/2020	500,000	06/25/2025	1,667	0.700	497,935	3134GVR26	27016	500,000
Wisconsin Dept Trans	UBOC	500,000	0.77%	07/30/2020	500,000	07/01/2025	1,673	0.774	501,710	977123X78	27042	500,000
East Side Union High	UBOC	815,000	0.94%	10/29/2020	815,000	08/01/2025	1,704	0.940	818,089	275282PS4	27108	815,000
Federal Farm Credit	UBOC	500,000	0.68%	08/04/2020	500,000	08/04/2025	1,707	0.680	499,295	31333ELU7	27053	500,000
Federal National Mig	UBOC	1,000,000	0.60%	08/18/2020	1,000,000	08/18/2025	1,721	0.600	999,080	3136G4G72	27056	1,000,000
Federal National Mig	UBOC	1,000,000	0.60%	08/26/2020	1,000,000	08/26/2025	1,729	0.600	995,320	3136G4X32	27060	1,000,000
Federal Agricultural	UBOC	1,000,000	0.57%	09/17/2020	1,000,000	09/17/2025	1,751	0.570	1,000,410	31422BV23	27071	1,000,000
Federal Farm Credit	UBOC	2,000,000	0.53%	09/29/2020	2,000,000	09/29/2025	1,763	0.530	1,996,500	31333EMB4	27079	2,000,000
Federal Farm Credit	UBOC	1,720,000	0.53%	09/29/2020	1,720,000	09/29/2025	1,763	0.530	1,712,329	31333EMB0	27080	1,720,000
Federal Home Loan Ba	UBOC	1,000,000	0.52%	09/29/2020	1,000,000	09/29/2025	1,763	0.520	997,860	31390AKA29	27081	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.54%	10/27/2020	500,000	10/27/2025	1,791	0.540	498,875	3134QWAZ6	27104	500,000
Bank of America Corp	UBOC	1,000,000	0.65%	11/25/2020	1,000,000	11/25/2025	1,820	0.798	994,970	06048WK41	27122	1,000,000

Fund Total and Average

\$ 79,557,903

1.609

\$ 80,362,324

844

1.350

\$ 81,356,968

\$ 80,265,263

GRAND TOTALS: \$ 177,073,753 1.525 \$ 177,405,284 730 1,488 \$ 180,328,297. \$ 177,651,622

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Truist Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2020

Investment #26946	USB	Callable on 6/23/2023
Investment #26736	FHLB	Callable on 12/28/2020
Investment #26820	ORCL	Callable on 7/15/2023
Investment #26831	TOY	Callable semi-annually starting 7/25/2021
Investment #26848	TOY	Callable semi-annually starting 7/25/2021
Investment #26872	WMT	Callable on 01/11/2023
Investment #26887	BAC	Callable semi-annually starting 09/24/2021
Investment #26888	TOY	Callable semi-annually starting 09/27/2021
Investment #26906	FFCB	Callable anytime starting 09/27/2021
Investment #26912	USBANK	Callable on 1/05/2024
Investment #26923	JPM	Callable quarterly starting 11/27/2021
Investment #26947	FHLMC	Callable annually starting 1/8/2021
Investment #26951	USBANK	Callable anytime starting 12/27/2024
Investment #26960	FFCB	Callable anytime starting 03/26/2021
Investment #26980	HON	Callable anytime
Investment #26981	NYCGEN	Callable anytime
Investment #26982	NYCGEN	Callable anytime
Investment #26983	HON	Callable anytime
Investment #26984	AZSHGR	Callable anytime
Investment #27007	JPM	Callable on 6/1/2023 and then again starting on 5/1/2024
Investment #27009	FNMA	Callable quarterly starting 6/4/2021
Investment #27011	JAS	Callable on 6/1/2024
Investment #27013	WFC	Callable quarterly starting 6/17/2022
Investment #27015	FHLMC	Callable annually starting 6/25/2021
Investment #27016	FHLMC	Callable annually starting 6/25/2021
Investment #27024	JPM	Callable quarterly starting 6/23/2024
Investment #27029	MAS	Callable anytime
Investment #27041	WISTRN	Callable anytime
Investment #27042	WISTRN	Callable anytime
Investment #27043	FNMA	Callable quarterly starting 7/29/2021
Investment #27044	FNMA	Callable quarterly starting 7/29/2022
Investment #27052	FCCB	Callable anytime
Investment #27053	FCCB	Callable anytime starting
Investment #27055	CASWTR	Callable anytime
Investment #27056	FNMA	Callable quarterly starting 8/18/2022
Investment #27058	PHOGEN	Callable anytime
Investment #27060	FAMC	Callable quarterly starting 8/26/2021
Investment #27071	CASHGR	Callable semi-annually starting 09/17/2021
Investment #27072	CASHGR	Callable anytime
Investment #27075	FCCB	Callable anytime starting 12/29/2020
Investment #27076	FCCB	Callable anytime starting 9/29/2021
Investment #27077	FCCB	Callable anytime starting 12/29/2020
Investment #27078	FCCB	Callable anytime starting 9/29/2021
Investment #27079	FCCB	Callable anytime starting 9/29/2021
Investment #27080	FCCB	Callable anytime starting 12/29/2020
Investment #27081	FHLB	Callable anytime starting 3/29/2021
Investment #27103	FHLMC	Callable annually starting 10/27/2022
Investment #27104	FHLMC	Callable annually starting 10/27/2022
Investment #27110	CASMED	Callable anytime
Investment #27113	MEMGEN	Callable anytime
Investment #27114	MEMGEN	Callable anytime
Investment #27122	BAC	Callable on 11/25/2021



GEO 2012 Construction Fund

**Northern California Power Agency
Treasurer's Report
11/30/2020**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equity Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	911,000	0.070	09/29/2020	910,784	01/29/2021	59	0.070	910,882	313385AD85	27085	910,895
Fund Total and Average		\$ 911,000	0.070		\$ 910,784		59	0.071	\$ 910,882			\$ 910,895

Geo 2012A Debt Service

U.S. Treasury	USBT	126,000	0.080	07/29/2020	126,957	12/29/2020	28	0.081	126,991	9127965F2	27031	126,992
U.S. Treasury	USBT	248,000	0.065	11/25/2020	247,984	12/31/2020	30	0.065	247,983	9127967Y5	27115	247,987
Federal Home Loan Ba	USBT	124,000	0.074	08/28/2020	123,967	01/04/2021	34	0.076	123,990	313385AD8A	27061	123,991
Federal Home Loan Ba	USBT	124,000	0.069	09/29/2020	123,977	01/04/2021	34	0.070	123,990	313385AD8A	27087	123,992
Fund Total and Average		\$ 622,000	0.071		\$ 621,885		31	0.072	\$ 621,954			\$ 621,962

Geo 2016A Debt Service

U.S. Treasury	USBT	306,000	0.080	07/29/2020	304,996	12/29/2020	28	0.081	304,979	9127965F2	27032	304,981
U.S. Treasury	USBT	579,000	0.065	11/25/2020	578,962	12/31/2020	30	0.065	578,959	9127967Y5	27116	578,969
Federal Home Loan Ba	USBT	289,000	0.075	08/28/2020	288,922	01/04/2021	34	0.076	288,977	313385AD8A	27062	288,980
Federal Home Loan Ba	USBT	290,000	0.070	09/29/2020	289,945	01/04/2021	34	0.070	289,977	313385AD8A	27088	289,981
Fund Total and Average		\$ 1,463,000	0.071		\$ 1,462,725		31	0.072	\$ 1,462,892			\$ 1,462,911

Geothermal Special Reserve

Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYST0015	70015	0
U.S. Treasury	UBOC	1,521,000	1.390	01/31/2020	1,499,682	01/28/2021	58	1.424	1,520,787	912796UC1	26940	1,517,594
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		58	1.424	\$ 1,520,787			\$ 1,517,594

Geo Decommissioning Reserve

Local Agency Investm	LALF	1,020,630	0.842	07/01/2013	1,020,630		1	0.842	1,020,630	SYST0027	70027	1,020,630
Union Bank of Calif	UBOC	70,197	0.002	07/01/2013	70,197		1	0.002	70,197	SYST0034	70034	70,197
American Honda Finan	UBOC	500,000	2.650	11/30/2018	493,900	02/12/2021	73	3.265	502,285	02665WCD1	26726	499,417
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	496,900	04/13/2021	133	3.276	504,900	89236TEUS	26727	489,427
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	251	3.169	509,651	14812L5L0A	26965	500,031
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	272	3.002	255,528	02007GEC2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	373	3.103	766,073	699353REV0	26553	746,016
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	526	2.329	886,022	037833CQ1	26499	860,856
University of Calif	UBOC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	530	1.080	1,027,410	91412G2T1	27001	1,017,681
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	09/30/2022	637	3.154	263,180	949763TL0A	30311	250,000
Great North Bank	UBOC	250,000	3.050	09/31/2018	250,000	09/31/2022	638	3.051	262,740	39103CAF3A	30310	250,000



Northern California Power Agency

Treasurer's Report

11/30/2020

Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equity Yield	Market Value	CUSIP	Investment #	Carrying Value
Discover Bank	UBOC	250,000	3.150	09/09/2018	250,000	09/06/2022	644	3.152	253,270	254673T18A	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	730	3.004	778,628	25468PCW4	26551	740,907
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	787	3.104	789,413	24422ERT8	26550	745,459
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	789	3.229	790,410	06406RAE7	26549	745,835
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	797	3.140	530,290	44932H4H6	26548	498,582
Crook County School	UBOC	355,000	1.563	05/07/2020	356,211	06/15/2023	926	1.450	363,978	227183DH0	27003	355,990
Federal Farm Credit	UBOC	407,000	0.400	07/31/2020	407,000	07/27/2023	968	0.399	407,012	3133ELZ72	27049	407,000
Federal Home Loan Mt	UBOC	935,000	1.650	01/31/2020	935,468	07/28/2023	969	1.635	936,533	3134GUE07	26941	935,366
Solano County CCD	UBOC	385,000	5.500	04/09/2020	434,938	08/01/2023	973	1.471	436,167	83412PCND	26978	425,219
Embank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	1,002	3.203	270,708	29278TC3A	30309	250,000
Chilbank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	1,010	3.301	271,510	17312QSS34A	30314	250,000
Federal Farm Credit	UBOC	1,590,000	0.875	04/08/2020	1,590,000	04/08/2024	1,224	0.875	1,592,973	3133ELVX9	26976	1,590,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,332	2.410	504,890	89236TGD1	26842	500,000
Sacramento Suburban	UBOC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,431	1.846	352,443	78607QAV1	26977	346,722
W.W. Grainger Inc.	UBOC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,537	1.161	446,730	384802AE4	27002	436,936
California St. Hih F	UBOC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,643	0.952	501,370	13032UXM5	27111	500,000
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,646	0.710	1,000,600	3136GAWA7	27010	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.800	06/30/2020	500,000	06/30/2025	1,672	0.800	500,040	3134GVV62	27027	500,000
Houston Airport Sys	UBOC	750,000	1.372	10/20/2020	750,000	07/01/2025	1,673	1.372	755,130	442349EM4	27102	750,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	1,695	3.455	2,041,720	3133ELJ74	26644	1,999,535
East Side Union High	UBOC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,704	0.940	1,003,790	275282PS4	27109	1,000,000
Federal Home Loan Mt	UBOC	1,000,000	0.540	09/15/2020	1,000,000	09/15/2025	1,749	0.540	995,440	3134GWL38	27070	1,000,000
Federal Farm Credit	UBOC	565,000	0.530	09/29/2020	565,000	09/29/2025	1,763	0.530	564,011	3133EMB4	27082	565,000
Federal Home Loan Mt	UBOC	1,500,000	0.530	10/15/2020	1,500,000	10/15/2025	1,779	0.530	1,496,145	3134GWW34	27101	1,500,000
Fund Total and Average		\$ 23,199,038	1.904		\$ 23,227,844		1099	1.851	\$ 23,661,797			\$ 23,256,796

Geo 2012A DSR Account

U.S. Treasury	USBT	1,622,000	0.069	09/29/2020	1,621,089	07/15/2021	226	0.071	1,621,124	9127963S6	27096	1,621,287
Fund Total and Average		\$ 1,622,000	0.070		\$ 1,621,089		226	0.071	\$ 1,621,124			\$ 1,621,287
GRAND TOTALS:		\$ 29,338,038	1.589		\$ 29,344,009		889	1.549	\$ 29,799,436.			\$ 29,391,445

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trusteel Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2020

Investment #26644	FFCB	Callable anytime starting 7/23/2021	Investment #27049	FFCB	Callable anytime
Investment #26842	TOYOTA	Callable semi-annually starting 7/25/2021	Investment #27070	FHLMC	Callable quarterly starting 9/15/2022
Investment #26941	FHLMC	Callable on 1/28/2021 only	Investment #27082	FFCB	Callable anytime starting 9/29/2021
Investment #26976	FFCB	Callable anytime starting 4/8/2022	Investment #27101	FHLMC	Callable annually starting 10/15/2021
Investment #26977	SCRWTR	Callable anytime	Investment #27111	CASMED	Callable anytime
Investment #27001	UNVHGR	Callable anytime			
Investment #27010	FNMA	Callable quarterly starting 6/4/2021			
Investment #27027	FHLMC	Callable quarterly starting 12/30/2020			



Cap Facilities 2019A Debt Svc

Northern California Power Agency
 Treasurer's Report
 11/30/2020

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond+ Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USBT	319	0.600	01/24/2020	319		1	0.600	319	SVS79017	79017	319
Federal Home Loan Ba	USBT	415,000	0.070	09/29/2020	414,902	01/29/2021	59	0.070	414,946	313385B55	27092	414,952
Federal Home Loan Ba	USBT	415,000	0.075	08/28/2020	414,864	02/01/2021	62	0.076	414,938	313385BH8A	27066	414,946
Federal Home Loan Ba	USBT	829,000	0.070	11/25/2020	828,890	02/01/2021	62	0.070	828,876	313385BH8A	27120	828,900
Fund Total and Average		\$ 1,659,319	0.071		\$ 1,658,975		61	0.072	\$ 1,659,079			\$ 1,659,117
GRAND TOTALS:		\$ 1,659,319	0.071		\$ 1,658,975		61	0.072	\$ 1,659,079.			\$ 1,659,117

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2020



Capital Dev. Reserve Hydro

Northern California Power Agency

Treasurer's Report

11/30/2020

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond ¹ Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency/ Investm	LALF	2,864,372	0.842	07/01/2013	2,864,372		1	0.842	2,864,372	SVST70028	70028	2,864,372
Union Bank of Califo	UBOC	2,567,384	0.002	07/01/2013	2,567,384		1	0.002	2,567,384	SVST70031	70031	2,567,384
U.S. Treasury	UBOC	1,014,000	1.390	01/31/2020	999,788	01/28/2021	58	1.424	1,013,858	912796YJ1	26924	1,011,729
California State Gen	UBOC	1,000,000	2.800	04/30/2020	1,016,420	04/01/2021	121	1.000	1,008,370	13063DGA0	26999	1,005,953
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	410	3.314	512,420	07330VAC8	26618	496,379
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	460	2.946	511,970	30231GAJ1	26621	498,731
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	469	3.182	568,079	91159HHC7	26651	548,784
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	653	3.051	517,640	74460DAB5	26546	494,347
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	743	3.051	524,430	92826CAC6	26547	497,630
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	771	3.215	524,410	89236TEL5	26619	494,973
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	806	3.121	523,405	68389XBR5	26545	494,941
United Parcel Servic	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	851	3.182	524,295	911312BK1	26620	482,660
Colgate-Palmolive Co	UBOC	550,000	2.100	08/09/2018	526,660	05/01/2023	881	2.985	572,930	19416QECO	26652	539,092
Federal Farm Credit	UBOC	500,000	0.400	07/31/2020	500,000	07/27/2023	968	0.399	500,015	3133ELZ72	27050	500,000
Federal Home Loan Mt	UBOC	500,000	0.375	07/30/2020	500,000	07/28/2023	969	0.411	499,910	3134GWDL7	27045	500,000
Federal Home Loan Mt	UBOC	500,000	0.375	08/03/2020	500,000	08/03/2023	975	0.375	499,100	3134GWC1	27051	500,000
Wahmart, Inc.	UBOC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,475	1.744	540,640	931142DV2	26950	517,447
Federal Agricultural	UBOC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,630	0.675	500,485	31422BA26	27004	500,000
Federal Home Loan Mt	UBOC	500,000	0.800	06/30/2020	500,000	06/30/2025	1,672	0.800	500,040	3134GVV62	27026	500,000
Federal National Mig	UBOC	440,000	0.600	08/26/2020	440,000	08/26/2025	1,729	0.600	437,941	3136GAX32	27059	440,000
Bank of America Corp	UBOC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,820	0.798	994,970	06048WK41	27121	1,000,000
Fund Total and Average		\$ 16,485,756	1.333		\$ 16,405,931		599	1.358	\$ 16,706,664			\$ 16,482,422
Hydro Initial Facilities												
Federal Home Loan Ba	USBT	4,235,000	0.070	09/29/2020	4,233,995	01/29/2021	59	0.070	4,234,449	313385BE5	27096	4,234,514
Fund Total and Average		\$ 4,235,000	0.070		\$ 4,233,995		59	0.071	\$ 4,234,449			\$ 4,234,514
Hydro Debt Service												
U.S. Treasury	USBT	4,202,000	0.080	07/29/2020	4,200,571	12/29/2020	28	0.081	4,201,706	9127965F2	27033	4,201,739
U.S. Treasury	USBT	3,169,000	0.065	11/25/2020	3,168,794	12/31/2020	30	0.065	3,168,778	912796Y5	27117	3,168,828
Federal Home Loan Ba	USBT	793,000	0.075	08/28/2020	792,787	01/04/2021	34	0.076	792,937	313385AD8A	27063	792,944
Federal Home Loan Ba	USBT	792,000	0.070	09/29/2020	791,851	01/04/2021	34	0.070	791,937	313385AD8A	27089	791,948
Fund Total and Average		\$ 8,956,000	0.073		\$ 8,954,003		30	0.074	\$ 8,955,358			\$ 8,955,459
Hydro 2018A Debt Service												
U.S. Treasury	USBT	1,198,000	0.080	07/29/2020	1,197,593	12/29/2020	28	0.081	1,197,916	9127965F2	27034	1,197,925
Fund Total and Average		\$ 1,198,000	0.080		\$ 1,197,593		28	0.081	\$ 1,197,916			\$ 1,197,925



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Hydro 2018A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equity Yield	Market Value	CUSIP	Investment #	Carrying Value
U.S. Treasury	USBT	2,296,000	0.065	11/29/2020	2,295,851	12/31/2020	30	0.065	2,296,839	912796TY5	27118	2,296,876
Federal Home Loan Ba	USBT	1,148,000	0.074	08/28/2020	1,147,691	01/04/2021	34	0.076	1,147,908	313385AD8A	27064	1,147,919
Federal Home Loan Ba	USBT	1,148,000	0.070	09/29/2020	1,147,783	01/04/2021	34	0.070	1,147,908	313385AD8A	27090	1,147,924
Fund Total and Average		\$ 5,790,000	0.071		\$ 5,788,918		31	0.072	\$ 5,789,571			\$ 5,789,644

Hydro 2019A Debt Service

U.S. Treasury	USBT	846,000	0.080	07/29/2020	845,712	12/29/2020	28	0.081	845,941	912796FF2	27035	845,947
U.S. Treasury	USBT	810,000	0.065	11/29/2020	809,947	12/31/2020	30	0.065	809,943	912796TY5	27119	809,956
Federal Home Loan Ba	USBT	809,000	0.075	08/28/2020	808,783	01/04/2021	34	0.076	808,935	313385AD8A	27065	808,943
Federal Home Loan Ba	USBT	809,000	0.070	09/29/2020	808,847	01/04/2021	34	0.070	808,935	313385AD8A	27091	808,947
Fund Total and Average		\$ 3,274,000	0.073		\$ 3,273,289		31	0.074	\$ 3,273,754			\$ 3,273,793

Hydro 2012A Rebate Account

U.S. Treasury	USBT	45,000	0.069	09/29/2020	44,975	07/15/2021	226	0.071	44,976	9127963S6	27097	44,980
Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	251	1.790	689,131	3134G93A3	26432	689,385
Fund Total and Average		\$ 734,000	1.764		\$ 726,366		249	1.685	\$ 734,107			\$ 734,365

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70016	70016	0
U.S. Treasury	UBOC	1,521,000	1.390	01/13/2020	1,499,682	01/28/2021	58	1.424	1,520,787	912796UC1	26942	1,517,594
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		58	1.424	\$ 1,520,787			\$ 1,517,594

Hydro 2012 DSRA

Federal Home Loan Ba	USBT	193,000	0.110	07/29/2020	192,891	01/29/2021	59	0.111	192,975	313385BE5	27039	192,985
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,992	02/15/2021	76	2.251	146,632	9128283X6	26539	145,999
U.S. Treasury	USBT	254,000	0.069	09/29/2020	253,857	07/15/2021	226	0.071	253,863	9127963S6	27098	253,888
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	408	2.390	4,026,907	3137EADB2	25652	3,927,801
Fund Total and Average		\$ 4,521,000	2.145		\$ 4,518,972		372	2.149	\$ 4,620,377			\$ 4,620,653

GRAND TOTALS: \$ 45,516,756 0.805 \$ 45,411,156 274 0.816 \$ 45,835,067. \$ 45,488,444

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2020

Investment# 26950	WMT	Callable anytime starting 10/15/2024
Investment# 27004	FAMCA	Callable semi-annually starting 5/19/2022
Investment# 27026	FHLMC	Callable quarterly starting 12/30/2020
Investment# 27045	FHLMC	Callable on 7/28/2021 only
Investment #27050	FFCB	Callable anytime
Investment# 27051	FHLMC	Callable quarterly starting 8/03/2021
Investment# 27059	FNMA	Callable quarterly starting 8/26/2021
Investment# 27121	BAC	Callable on 11/25/2021 only



Northern California Power Agency

Treasurer's Report

11/30/2020

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		87,127	0.842	07/01/2013	87,127		1	0.842	87,127	SYST70046	70046	87,127
Fund Total and Average		\$ 87,127	0.843		\$ 87,127		1	0.843	\$ 87,127			\$ 87,127

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	485,132	0.600	07/01/2013	485,132		1	0.600	485,132	SYST79003	79003	485,132
Fund Total and Average		\$ 485,132	0.600		\$ 485,132		1	0.600	\$ 485,132			\$ 485,132

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	5,363,608	0.600	07/01/2013	5,363,608		1	0.600	5,363,608	SYST79004	79004	5,363,608
Federal Home Loan Ba	USBT	1,076,000	0.070	07/29/2020	1,075,738	12/01/2020	0	0.070	1,076,000	313384R8BA	27036	1,076,000
Federal Home Loan Ba	USBT	1,077,000	0.080	08/28/2020	1,076,773	12/01/2020	0	0.081	1,077,000	313384R8BA	27067	1,077,000
Federal Home Loan Ba	USBT	1,076,000	0.060	09/29/2020	1,075,887	12/01/2020	0	0.060	1,076,000	313384R8BA	27093	1,076,000
Fund Total and Average		\$ 8,592,608	0.401		\$ 8,592,006		1	0.401	\$ 8,592,608			\$ 8,592,608

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	3,022,372	0.600	07/01/2013	3,022,372		1	0.600	3,022,372	SYST79012	79012	3,022,372
Federal Home Loan Ba	USBT	944,000	0.069	07/29/2020	943,771	12/01/2020	0	0.070	944,000	313384R8BA	27037	944,000
Federal Home Loan Ba	USBT	944,000	0.080	08/28/2020	943,801	12/01/2020	0	0.081	944,000	313384R8BA	27068	944,000
Federal Home Loan Ba	USBT	945,000	0.060	09/29/2020	944,901	12/01/2020	0	0.060	945,000	313384R8BA	27094	945,000
Fund Total and Average		\$ 5,855,372	0.344		\$ 5,854,845		1	0.344	\$ 5,855,372			\$ 5,855,372

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	667,000	0.070	07/29/2020	666,838	12/01/2020	0	0.070	667,000	313384R8BA	27038	667,000
Federal Home Loan Ba	USBT	667,000	0.080	08/28/2020	666,859	12/01/2020	0	0.081	667,000	313384R8BA	27069	667,000
Federal Home Loan Ba	USBT	666,000	0.060	09/29/2020	665,930	12/01/2020	0	0.060	666,000	313384R8BA	27095	666,000
Fund Total and Average		\$ 2,000,000	0.070		\$ 1,999,627		0	0.071	\$ 2,000,000			\$ 2,000,000

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	1,917	0.600	07/01/2013	1,917		1	0.600	1,917	SYST79005	79005	1,917
Federal Home Loan Ba	USBT	420,000	1.500	01/28/2020	413,823	01/15/2021	45	1.537	419,958	313385AQ9A	26943	419,213
Federal Home Loan Ba	USBT	4,429,000	0.110	07/29/2020	4,426,510	01/29/2021	59	0.111	4,428,424	313385BE5	27040	4,428,202
Federal Home Loan MI	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	254	1.699	151,049	3137EAEC9	26454	149,421
Federal Home Loan Ba	USB	4,100,000	2.125	09/28/2017	4,168,306	08/10/2022	556	1.760	4,222,221	313379C69	26463	4,121,777
Fund Total and Average		\$ 2,000,000	1.25 pm		\$ 1,999,627		0	1.25 pm	\$ 2,000,000			\$ 2,000,000



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LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
LEC Iss#1 2010B BABS Subs Resv												
US Bank Trust	USB	804	0.600	07/01/2013	804		1	0.600	804	SYST9006	79006	804
U.S. Treasury	USBT	2,369,000	0.070	09/29/2020	2,367,669	07/15/2021	226	0.071	2,367,721	912796356	27099	2,367,959
Fund Total and Average		\$ 9,100,917	1.101		\$ 9,157,204		286	0.948	\$ 9,223,569			\$ 9,120,530

LEC Issue #2 2010B DSR BABS												
US Bank Trust	USB	578	0.600	07/01/2013	578		1	0.600	578	SYST9013	79013	578
U.S. Treasury	USBT	759,000	0.069	09/29/2020	758,573	07/15/2021	226	0.071	758,590	912796356	27100	758,666
Federal Home Loan Mt	USBT	380,000	1.650	01/31/2020	380,190	07/28/2023	969	1.635	380,623	3134GU6D7	26945	380,145
Fund Total and Average		\$ 2,369,804	0.070		\$ 2,368,473		226	0.071	\$ 2,368,525			\$ 2,368,753
Fund Total and Average		\$ 1,139,578	0.597		\$ 1,139,241		474	0.593	\$ 1,139,791			\$ 1,139,389

LEC O & M Reserve

Local Agency Investm	UBOC	1,546,543	0.842	07/01/2013	1,546,543		1	0.842	1,546,543	SYST7007	70047	1,546,543
Union Bank of Califo	UBOC	30,193	0.002	07/18/2013	30,193		1	0.002	30,193	SYST70041	70041	30,193
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	04/15/2021	135	1.590	502,605	3133EKY83	26892	499,835
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,995	10/07/2021	310	1.555	501,237	89236TGJ8	26953	496,011
Memphis Center City	UBOC	500,000	5.530	04/27/2020	533,880	11/01/2021	335	1.000	523,790	58607ECD4	26986	520,552
US Bank, N.A.	UBOC	596,000	2.650	05/31/2019	598,290	05/23/2022	538	2.456	614,504	90331HPC1	26822	596,633
Federal Home Loan Mt	UBOC	1,000,000	0.375	07/30/2020	1,000,000	07/28/2023	969	0.375	999,820	3134GVDL7	27046	1,000,000
Calentiphar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,461	1.776	513,393	14912L6G1	26952	491,156
Federal Farm Credit	UBOC	1,000,000	0.640	07/30/2020	1,000,000	01/27/2025	1,518	0.639	1,000,010	3133ELZ84	27048	1,000,000
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,701	0.579	996,330	3136G4D75	27047	1,000,933
Federal Farm Credit	UBOC	2,000,000	0.670	08/04/2020	2,000,000	08/04/2025	1,707	0.670	2,000,100	3133EL2S2	27054	2,000,000
Federal National Mtg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,721	0.600	999,080	3136G4G72	27057	1,000,000
Federal Farm Credit	UBOC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,763	0.530	748,688	3133EMB44	27083	750,000
Federal Farm Credit	UBOC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,763	0.530	667,012	3133EMB00	27084	670,000
Fund Total and Average		\$ 11,551,736	1.147		\$ 11,522,805		1143	0.863	\$ 11,643,305			\$ 11,601,866

GRAND TOTALS: \$ 41,182,274 0.731 \$ 41,306,560 411 0.618 \$ 41,396,429 \$ 41,250,777

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2020

Investment #26822	USB	Callable anytime starting 4/22/2022
Investment #26945	FHLMC	Callable on 1/28/2021 only
Investment #27046	FHLMC	Callable on 7/28/2021 only
Investment #27047	FHLMC	Callable quarterly starting 7/29/2022
Investment #27048	FFCB	Callable anytime
Investment #27054	FFCB	Callable anytime starting 2/4/2021
Investment #27057	FNMA	Callable quarterly starting 8/18/2022
Investment #27083	FFCB	Callable anytime starting 9/29/2021
Investment #27084	FFCB	Callable anytime starting 12/29/2020

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Commission Staff Report

January 19, 2021

COMMISSION MEETING DATE: January 28, 2021

SUBJECT: December 31, 2020 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth <i>SA</i>	METHOD OF SELECTION:
	Treasurer-Controller	N/A
Division:	Administrative Services	
Department:	Accounting & Finance	

IMPACTED MEMBERS:

All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Approval by all members.

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the January 28, 2021 meeting of the NCPA Commission. The following page is a summary of those disbursements.

Prior to the Chairman's call to order, the Assistant Secretary to the Commission will, upon request, make available for review the detailed listing of those disbursements.

The report of budget vs. actual costs and the unaudited December 31, 2020 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

The financial report would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (1)

**NORTHERN CALIFORNIA POWER AGENCY
and ASSOCIATED POWER CORPORATIONS**

**Schedule of Disbursements
(Unaudited)**

For the Month of December 2020

Operations:

Geothermal	\$ 1,133,219
Hydroelectric	3,315,822
CT#1 Combustion Turbines	146,962
CT#2 STIG	542,697
Lodi Energy Center	5,601,660
NCPA Operating	<u>31,929,838</u>
Total	<u><u>\$ 42,670,198</u></u>

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED DECEMBER 30, 2020**

PERCENT OF YEAR ELAPSED 50%
--

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
<u>GENERATION RESOURCES</u>					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 1,608,993	\$ 9,152,442	\$ 20,872,106	44%	
Debt Service (Net)	2,782,355	16,694,131	33,388,263	50%	
Annual Budget Cost	4,391,348	25,846,573	54,260,369	48%	
Geothermal					
Other Plant Cost	2,275,276	15,267,170	30,610,931	50%	
Debt Service (Net)	412,538	2,475,231	4,950,461	50%	
Annual Budget Cost	2,687,814	17,742,401	35,561,392	50%	
Combustion Turbine No. 1	418,306	3,189,195	7,883,578	40%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	120,163	1,349,460	910,006	148%	(a)
Other Plant Cost	215,371	1,435,181	2,252,911	64%	(a)
Debt Service (Net)	402,180	2,413,081	4,826,162	50%	
Annual Budget Cost	737,714	5,197,722	7,989,079	65%	
Lodi Energy Center					
Fuel	4,308,158	15,882,941	32,955,703	48%	
Other Plant Cost	1,691,944	10,893,049	33,571,561	32%	
Debt Service (Net)	2,168,653	13,011,917	26,023,835	50%	
Annual Budget Cost	8,168,755	39,787,907	92,551,099	43%	
Member Resources - Energy	4,827,916	30,344,671	60,055,852	51%	
Member Resources - Natural Gas	367,658	2,029,753	2,442,174	83%	(b)
Western Resources	1,528,851	14,422,452	29,869,636	48%	
Market Power Purchases	2,723,593	17,171,906	27,422,650	63%	(c)
Load Aggregation Costs - CAISO	72,875,060	373,176,096	250,995,102	149%	(d)
Net GHG Obligations	-	833,870	-	N/A	
	98,727,015	529,742,546	569,030,931	93%	
<u>TRANSMISSION</u>					
Independent System Operator					
Grid Management Charge	602,639	3,781,491	2,674,231	141%	(e)
Wheeling Access Charge	10,141,825	53,762,826	112,666,513	48%	
Ancillary Services	1,606,628	11,026,047	3,750,031	294%	(f)
Other ISO Charges/(Credits)	(4,086,213)	4,125,618	935,326	441%	(g)
	8,264,879	72,695,982	120,026,101	61%	
<u>MANAGEMENT SERVICES</u>					
Legislative & Regulatory					
Legislative Representation	168,395	779,609	2,180,121	36%	
Regulatory Representation	60,959	355,113	715,280	50%	
Western Representation	45,049	275,143	716,059	38%	
Customer Programs	82,953	209,016	476,652	44%	
Judicial Action	109,943	341,027	460,000	74%	(h)
Power Management					
System Control & Load Dispatch	508,605	3,021,745	6,765,755	45%	
Forecasting, Planning, Prescheduling & Trading	229,709	1,314,450	2,934,342	45%	
Industry Restructuring & Regulatory Affairs	31,695	197,767	425,152	47%	
Contract Admin, Interconnection Svcs & External Affairs	74,402	477,607	999,897	48%	
Gas Purchase Program	5,667	31,399	81,738	38%	
Market Purchase Project	7,695	42,371	117,239	36%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED DECEMBER 30, 2020**

PERCENT OF YEAR ELAPSED
50%

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
Energy Risk Management	(8,618)	75,995	229,845	33%	
Settlements	53,503	335,846	923,646	36%	
Integrated Systems Support	4,593	103,546	266,055	39%	
Participant Pass Through Costs	46,412	739,284	1,590,641	46%	
Support Services	135,266	1,047,612	-	N/A	
	1,556,228	9,347,530	18,882,422	50%	
TOTAL ANNUAL BUDGET COST	108,548,122	611,786,058	707,939,454	86%	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	11,154,202	64,251,482	105,258,271	61%	(i)
Member Resource ISO Energy Sales	3,167,055	17,658,221	26,421,509	67%	(j)
Member Owned Generation ISO Energy Sales	5,106,346	45,628,115	69,679,260	65%	(k)
Customer Owned Generation ISO Energy Sales	-	23,662	-	N/A	
NCPA Contracts ISO Energy Sales	1,965,000	11,042,975	18,914,977	58%	(l)
Western Resource Energy Sales	1,245,221	16,823,638	17,480,649	96%	(m)
Load Aggregation Energy Sales	36,619,052	172,323,284	-	N/A	
Ancillary Services Sales	933,551	3,862,271	3,988,092	97%	(n)
Transmission Sales	9,198	55,188	110,376	50%	
Western Credits, Interest and Other Income	15,481,701	94,097,051	34,901,791	270%	(o)
	75,681,326	425,765,887	276,754,925	154%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 32,866,796	\$ 186,020,171	\$ 431,184,529	43%	

- (a) Increase in costs due to greater than projected MWhs of generation. CT2 is at 740% of budgeted MWhs at 12/31/20. Fuel costs, CA ISO charges, and variable costs have increased as a result of increased generation.
- (b) Variance caused by greater than anticipated natural gas purchases for Biggs, Gridley, Healdsburg, Lodi, Lompoc, and Ukiah.
- (c) Increase due to higher than anticipated market purchases and price per Mwh.
- (d) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy. Additionally, the CAISO market experienced historically high day-ahead market prices for several days during the August heatwave. Prices peaked at nearly \$1000/MWh. Typical prices are around \$35/MWh. In addition, NCPA load quantities also increased in response to the heatwave.
- (e) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy. Additionally, GMC rates are volumetric and charges went above budget with increased load quantities during August heatwave.
- (f) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy. Additionally, during the August heatwave the CAISO faced significant deficiencies in operating reserves (Ancillary Services). This scarcity drove up the cost of Ancillary Services well above typical rates.
- (g) Increase due to unbudgeted revenues related to East Bay Community Energy, San Jose Community Energy, and NCPA Pool. Additionally, during system events like what was experienced in August, the CAISO must increase out-of-market actions, which when taken will result in unanticipated costs. CAISO dispatched as much system capacity as possible, which will result in increased neutrality costs.
- (h) Increase relates to unbudgeted costs for privileged and confidential legal matters.
- (i) Much of NCPA's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (j) Members' generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (k) Members' generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (l) Increase due to high market prices from August through October.
- (m) Western's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (n) Increase due to August through October heat events and continued stronger than normal CAISO market. Heat events have an impact on energy prices and costs/revenues as well as Ancillary Services.
- (o) Variance caused by unbudgeted revenue from customers.

COMBINED STATEMENTS OF NET POSITION

**NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS**

UNAUDITED

	December 31,	
	2020	2019
(in thousands)		
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 36,009	\$ 28,654
Investments	45,099	57,048
Accounts receivable		
Participants	311	3,480
Other	1,101	287
Interest receivable	377	663
Inventory and supplies	5,998	8,891
Prepaid expenses	133	153
TOTAL CURRENT ASSETS	89,028	99,176
RESTRICTED ASSETS		
Cash and cash equivalents	72,161	42,196
Investments	163,464	177,128
Interest receivable	546	754
TOTAL RESTRICTED ASSETS	236,171	220,078
ELECTRIC PLANT		
Electric plant in service	1,494,623	1,507,957
Less: accumulated depreciation	(1,033,944)	(1,019,576)
	460,679	488,381
Construction work-in-progress	-	182
TOTAL ELECTRIC PLANT	460,679	488,563
OTHER ASSETS		
Regulatory assets	221,543	220,889
Preliminary survey and investigation costs	-	651
Investment in associated company	265	265
TOTAL ASSETS	1,007,686	1,029,622
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	17,238	28,388
Pension and OPEB deferrals	16,936	17,055
Asset retirement obligations	61,938	62,048
TOTAL DEFERRED OUTFLOWS OF RESOURCES	96,112	107,491
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,103,798	\$ 1,137,113

COMBINED STATEMENTS OF NET POSITION

**NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS**

UNAUDITED

	December 31,	
	2020	2019
LIABILITIES	(in thousands)	
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 40,387	\$ 44,859
Accounts and retentions payable - restricted for construction	-	10
Member advances	993	1,634
Operating reserves	21,962	18,618
Current portion of long-term debt	43,745	40,630
Accrued interest payable	5,050	7,744
TOTAL CURRENT LIABILITIES	112,137	113,495
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	63,003	66,126
Operating reserves and other deposits	139,906	135,804
Interest rate swap liability	20,209	15,747
Asset retirement obligations	67,382	65,892
Long-term debt, net	568,387	614,838
TOTAL NON-CURRENT LIABILITIES	858,887	898,407
TOTAL LIABILITIES	971,024	1,011,902
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	87,301	83,315
Pension and OPEB deferrals	4,737	5,802
TOTAL DEFERRED INFLOWS OF RESOURCES	92,038	89,117
NET POSITION		
Net investment in capital assets	(19,446)	(22,491)
Restricted for debt service	33,281	22,098
Unrestricted	26,901	36,487
TOTAL NET POSITION	40,736	36,094
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,103,798	\$ 1,137,113

**COMBINED STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION**

**NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS**

UNAUDITED

	For the Six Months Ended December 31, 2020	
	2020	2019
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 197,161	\$ 198,815
Other Third-Party	180,386	119,958
TOTAL OPERATING REVENUES	<u>377,547</u>	<u>318,773</u>
OPERATING EXPENSES		
Purchased power	169,036	112,812
Operations	42,008	43,089
Transmission	101,325	102,788
Depreciation	15,097	15,508
Maintenance	11,736	12,939
Administrative and general	10,635	9,973
TOTAL OPERATING EXPENSES	<u>349,837</u>	<u>297,109</u>
NET OPERATING REVENUES	<u>27,710</u>	<u>21,664</u>
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(17,691)	(18,926)
Interest income	(2,112)	1,857
Other	2,721	3,047
TOTAL NON OPERATING EXPENSES	<u>(17,082)</u>	<u>(14,022)</u>
FUTURE RECOVERABLE AMOUNTS	(4,339)	(2,807)
REFUNDS TO PARTICIPANTS	<u>(5,945)</u>	<u>(7,117)</u>
INCREASE (DECREASE) IN NET POSITION	344	(2,282)
NET POSITION, Beginning of year	<u>40,392</u>	<u>38,376</u>
NET POSITION, Period ended	<u>\$ 40,736</u>	<u>\$ 36,094</u>

OTHER FINANCIAL INFORMATION
COMBINING STATEMENT OF NET POSITION
NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS
(000's omitted)

December 31, 2020

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	\$ 1	\$ 1	\$ 1	\$ 1	\$ 87	\$ -	\$ -	\$ 92	\$ 35,827	\$ 36,009
Investments	-	-	-	-	-	-	-	-	45,099	45,099
Accounts receivable	-	-	-	-	-	-	-	-	-	-
Participants	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	311	311
Interest receivable	-	-	-	-	-	-	-	-	928	1,101
Inventory and supplies	1,511	1,583	326	358	2,220	-	99	-	278	377
Prepaid expenses	-	14	-	-	-	-	-	-	-	5,998
Due from Agency and other programs*	11,131	1,227	2,640	4,084	23,262	-	23,927	7,662	119	133
TOTAL CURRENT ASSETS	12,643	2,824	2,967	4,443	25,569	-	24,199	7,754	8,629	89,028
RESTRICTED ASSETS										
Cash and cash equivalents	3,421	20,050	1,244	-	3,126	-	18,091	-	26,229	72,161
Investments	26,544	29,324	858	-	33,306	-	14,642	-	58,790	163,464
Interest receivable	118	113	1	-	43	-	-	-	271	546
TOTAL RESTRICTED ASSETS	30,083	49,487	2,103	-	36,475	-	32,733	-	85,290	236,171
ELECTRIC PLANT										
Electric plant in service	572,879	395,188	64,852	36,971	409,938	7,736	-	894	6,165	1,494,623
Less: accumulated depreciation	(545,046)	(285,862)	(53,879)	(34,982)	(101,947)	(7,736)	-	(613)	(3,879)	(1,033,944)
TOTAL ELECTRIC PLANT	27,833	109,326	10,973	1,989	307,991	-	-	281	2,286	460,679
OTHER ASSETS										
Regulatory assets	1,319	130,682	6,042	-	28,438	-	-	-	55,062	221,543
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	71,878	292,319	22,085	6,432	398,473	-	56,932	8,035	151,532	1,007,686
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	952	14,940	-	-	1,346	-	-	-	-	17,238
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	16,936	16,936
Asset retirement obligations	61,590	-	163	-	185	-	-	-	-	61,938
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,542	14,940	163	-	1,531	-	-	-	16,936	96,112
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 134,420	\$ 307,259	\$ 22,248	\$ 6,432	\$ 400,004	\$ -	\$ 56,932	\$ 8,035	\$ 168,468	\$ 1,103,798

* Eliminated in Combination

OTHER FINANCIAL INFORMATION
COMBINING STATEMENT OF NET POSITION
NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS
(000's omitted)

December 31, 2020										
GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
\$	(142) \$	306 \$	10 \$	8 \$	4,221 \$	- \$	28,075 \$	- \$	7,909 \$	40,387
	791	-	-	-	-	-	-	202	-	993
	1,429	250	617	3,571	16,095	-	-	-	-	21,962
	5,400	21,750	4,080	-	12,515	-	-	-	-	43,745
	140	4,433	351	-	126	-	-	-	-	5,050
	7,618	26,739	5,058	3,579	32,957	-	28,075	202	7,909	112,137
	-	-	-	-	-	-	-	-	-	-
	1,500	16,706	-	-	-	-	-	-	63,003	63,003
	-	20,209	-	-	87	-	32,832	3,492	85,289	139,906
	67,034	-	163	-	-	-	-	-	-	20,209
	10,815	235,518	15,519	-	306,535	-	-	-	-	67,382
	79,349	272,433	15,682	-	306,807	-	32,832	3,492	148,292	568,387
	86,967	299,172	20,740	3,579	339,764	-	60,907	3,694	156,201	971,024
	38,286	3,497	1,120	2,171	39,112	-	-	281	2,834	87,301
	-	-	-	-	-	-	-	-	4,737	4,737
	38,286	3,497	1,120	2,171	39,112	-	-	281	7,571	92,038
	3,518	(14,449)	(3,373)	-	(5,142)	-	-	-	-	(19,446)
	2,346	17,179	1,724	-	12,032	-	-	-	-	33,281
	3,303	1,860	2,037	682	14,238	-	(3,975)	4,060	4,696	26,901
	9,167	4,590	388	682	21,128	-	(3,975)	4,060	4,696	40,736
\$	134,420 \$	307,259 \$	22,248 \$	6,432 \$	400,004 \$	- \$	56,932 \$	8,035 \$	168,468 \$	1,103,798

LIABILITIES

CURRENT LIABILITIES

Accounts payable and accrued expenses
Member advances
Operating reserves
Current portion of long-term debt
Accrued interest payable

TOTAL CURRENT LIABILITIES

NON-CURRENT LIABILITIES

Net pension and OPEB liability
Operating reserves and other deposits
Interest rate swap liability
Asset retirement obligations
Long-term debt, net

TOTAL NON-CURRENT LIABILITIES

TOTAL LIABILITIES

DEFERRED INFLOWS OF RESOURCES

Regulatory credits
Pension and OPEB deferrals

TOTAL DEFERRED INFLOWS OF RESOURCES

NET POSITION

Net investment in capital assets
Restricted for debt service
Unrestricted

TOTAL NET POSITION

**TOTAL LIABILITIES, DEFERRED INFLOWS
OF RESOURCES AND NET POSITION**

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS
(000's omitted)

For the Six Months Ended December 31, 2020

	GENERATING & TRANSMISSION RESOURCES										Other Agency	Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services					
OPERATING REVENUES													
Participants	\$ 4,393	\$ 12,658	\$ 1,981	\$ 1,840	\$ 22,330	\$ -	\$ 143,479	\$ 9,578	\$ 902	\$ -	\$ 197,161		
Other Third-Party	16,984	12,957	2,675	2,609	32,997	-	110,878	1,286	-	-	180,386		
TOTAL OPERATING REVENUES	21,377	25,615	4,656	4,449	55,327	-	254,357	10,864	902	-	377,547		
OPERATING EXPENSES													
Purchased power	584	1,182	295	341	966	-	165,668	-	-	-	169,036		
Operations	8,797	2,225	1,684	974	20,870	-	2,030	5,428	-	-	42,008		
Transmission	217	186	16	24	536	-	100,343	3	-	-	101,325		
Depreciation	1,837	4,776	1,101	107	7,069	-	-	27	180	-	15,097		
Maintenance	4,412	3,647	376	1,310	1,941	-	-	50	-	-	11,736		
Administrative and general	2,754	1,664	274	414	2,529	-	-	3,480	(480)	-	10,635		
Intercompany (sales) purchases, net*	(382)	128	36	33	209	-	-	(24)	-	-	-		
TOTAL OPERATING EXPENSES	18,219	13,808	3,782	3,203	34,120	-	268,041	8,964	(300)	-	349,837		
NET OPERATING REVENUES	3,158	11,807	874	1,246	21,207	-	(13,684)	1,900	1,202	-	27,710		
NON OPERATING (EXPENSES) REVENUES													
Interest expense	(269)	(10,412)	(110)	-	(6,900)	-	-	-	-	-	(17,691)		
Interest income	(175)	(209)	22	23	7	-	69	32	(1,881)	-	(2,112)		
Other	12	-	638	-	1,936	-	-	94	41	-	2,721		
TOTAL NON OPERATING (EXPENSES) REVENUES	(432)	(10,621)	550	23	(4,957)	-	69	126	(1,840)	-	(17,082)		
FUTURE RECOVERABLE AMOUNTS													
REFUNDS TO PARTICIPANTS	(758)	(1,668)	(1,223)	-	(690)	-	-	-	-	-	(4,339)		
INCREASE (DECREASE) IN NET POSITION	(899)	(2,386)	(13)	1,398	15,468	-	(615)	(2,718)	538	(100)	344		
NET POSITION, Beginning of year	8,268	6,976	401	(716)	5,660	-	10,255	4,752	4,796	-	40,392		
NET POSITION, Period ended	\$ 9,167	\$ 4,590	\$ 388	\$ 682	\$ 21,128	\$ -	\$ (3,975)	\$ 4,060	\$ 4,696	\$ -	\$ 40,736		

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
December 31, 2020

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 571,242
PAST DUE:			
1 - 30	Calpine Geysers Gridley	Aug 20 Effluent ARB	266,181 282,190 *
31 - 60			
61 - 90			
91 - 120			
Over 120 Days	Calpine Geysers	Effluent Adj (Mar'18 - Dec'19)	292,665
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 1,412,278</u>

* Denotes items paid/applied after December 31, 2020.



Commission Staff Report

January 20, 2021

COMMISSION MEETING DATE: January 28, 2021

SUBJECT: Treasurer's Report for Month Ended December 31, 2020

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth <i>SA</i>	METHOD OF SELECTION:
	Treasurer-Controller	N/A
Division:	Administrative Services	
Department:	Accounting & Finance	

IMPACTED MEMBERS:		
All Members	<input checked="" type="checkbox"/>	
Alameda Municipal Power	<input type="checkbox"/>	City of Lodi <input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Lompoc <input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Redding <input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Roseville <input type="checkbox"/>
		City of Santa Clara <input type="checkbox"/>
		City of Shasta Lake <input type="checkbox"/>
		City of Ukiah <input type="checkbox"/>
		Plumas-Sierra REC <input type="checkbox"/>
		Port of Oakland <input type="checkbox"/>
		Truckee Donner PUD <input type="checkbox"/>
		Other <input type="checkbox"/>
		<i>If other, please specify</i>

RECOMMENDATION:

Approval by all members.

BACKGROUND:

In compliance with Northern California Power Agency (NCPA) policy and State of California Government Code Sections 53601 and 53646(b), the following monthly report is submitted for your information and acceptance.

Cash – At month end cash totaled \$20,540,672 of which approximately \$1,498 was applicable to Special and Reserve Fund Deposits, \$16,851,083 to Debt Service and \$3,688,091 to Operations and other.

The cash balance held at U.S. Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement.

Investments – The carrying value of NCPA's investment portfolio totaled \$296,123,852 at month end. The current market value of the portfolio totaled \$299,688,524.

The overall portfolio had a combined weighted average interest rate of 1.250% with a bond equivalent yield (yield to maturity) of 1.267%. Investments with a maturity greater than one year totaled \$152,508,000. December maturities totaled \$5 million and monthly receipts totaled \$63 million. During the month \$9 million was invested.

Funds not required to meet annual cash flow are reinvested and separately reported as they occur.

Interest Rates – During the month, rates on 90-day T-Bills remained unchanged at 0.09% and rates on one-year T-Bills decreased 2 basis points (0.11% to 0.09%).

To the best of my knowledge and belief, all securities held by NCPA as of December 31, 2020 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

FISCAL IMPACT:

This report has no direct budget impact to NCPA.

ENVIRONMENTAL ANALYSIS:

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

DECEMBER 31, 2020

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DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
December 31, 2020**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 2,396,997	\$ 110,150,066	\$ 112,547,063	35.54%
Special Deposits	1,289,318	-	1,289,318	0.41%
Construction	1,776	5,145,720	5,147,496	1.63%
Debt Service	16,851,083	21,352,006	38,203,089	12.06%
Special & Reserve	1,498	159,476,060	159,477,558	50.36%
	\$ 20,540,672	\$ 296,123,852	\$ 316,664,524	100.00%

Portfolio Investments at Market Value

\$ 299,688,524

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
December 31, 2020**

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS							
Operating	\$ 61,609,883	\$ 97,634	\$ (15,740,557)	\$ (16,416,740)	\$ 444,055	\$ (30,246,069)	\$ (251,794)
Special Deposits	1,109,964	-	-	(19,096,379)	-	17,978,675	(7,740)
Construction	-	-	-	-	-	-	-
Debt Service	-	16	21,840,498	(9,863,031)	(4,494,706)	7,155,720	14,638,497
Special & Reserve	-	252,852	(913,122)	-	(4,451,404)	5,111,674	0
	\$ 62,719,847	\$ 350,502	\$ 5,186,819	\$ (45,376,150)	\$ (8,502,055)	\$ -	\$ 14,378,963

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency
Treasurer's Report
Investment Activity Summary
December 31, 2020**

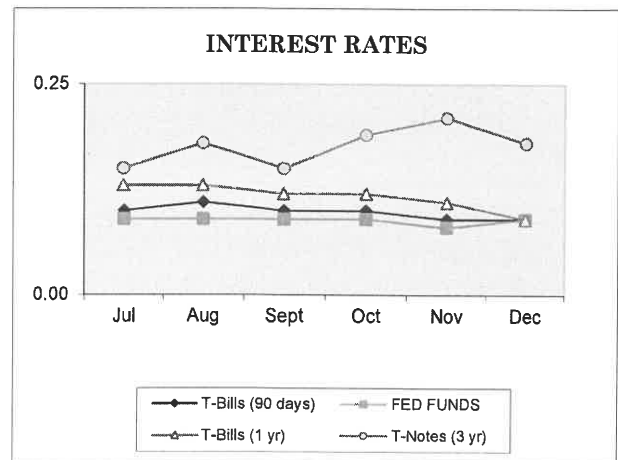
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ (444,055)	\$ 15,740,557	\$ 10,422	\$ 18,446	\$ -	\$ 15,325,370
Special Deposits	-	-	-	-	-	-
Construction	-	-	310	-	-	310
Debt Service	4,494,706	(21,840,498)	1,800	-	-	(17,343,992)
Special & Reserve	4,451,404	913,122	(14,974)	-	-	5,349,552
	<u>\$ 8,502,055</u>	<u>\$ (5,186,819)</u>	<u>\$ (2,442)</u>	<u>\$ 18,446</u>	<u>\$ -</u>	<u>\$ 3,331,240</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(16,004)</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ 3,315,236</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
December 31, 2020**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.250%	1.267%
OPERATING FUNDS:	1.427%	1.388%
PROJECTS:		
Geothermal	1.637%	1.596%
Capital Facilities	0.070%	0.710%
Hydroelectric	1.158%	1.132%
Lodi Energy Center	0.678%	0.550%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	0.09%	1.55%
T-Bills (90da.)	0.09%	1.55%
Agency Disc (90da.)	0.11%	1.62%
T-Bills (1yr.)	0.09%	1.57%
Agency Disc (1yr.)	0.11%	1.55%
T-Notes (3yr.)	0.18%	1.59%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
December 31, 2020**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ 7,135	\$ 11,847	\$ 12,161	\$ 8,490	\$ -	\$ 61,345	\$ -	\$ 100,978	33.91%
Corporate Bonds (MTN)	500	2,500	2,000	3,530	1,245	65,480	-	75,255	25.27%
Municipal Bonds	-	1,000	-	-	2,055	24,433	-	27,488	9.23%
US Bank Trust Money Market	533	-	-	-	-	-	-	533	0.18%
Commercial Paper	5,444	-	-	-	-	-	-	5,444	1.83%
Investment Trusts (LAIF)	74,482	-	-	-	-	-	-	74,482	25.01%
Investment Trusts (CAMP)	1	-	-	-	-	-	-	1	0.00%
U.S.Treasury Market Acct. *	7,488	-	-	-	-	-	-	7,488	2.51%
U.S.Treasury Bill/Note	-	4,616	-	-	-	-	-	4,616	1.55%
Certificates of Deposit	10	-	-	250	-	1,250	-	1,510	0.51%
Total Dollars	\$ 95,593	\$19,963	\$14,161	\$12,270	\$3,300	\$152,508	\$0	\$ 297,795	100.00%
Total Percents	32.10%	6.70%	4.76%	4.12%	1.11%	51.21%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

* The cash balance held at US Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement. Cash held by Union Bank of California is invested nightly in fully collateralized U.S. Treasury Securities.

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

Note: **This appendix has been prepared to comply with
Government Code section 53646.**

**Northern California Power Agency
Treasurer's Report
12/31/2020**

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	25,000	0.050	11/26/2014	25,000		1	0.050	25,000	SYST0101	70101	25,000
Local Agency Investm	LAIF	26,946,349	0.842	07/01/2013	26,946,349		1	0.842	26,946,349	SYST0000	70000	26,946,349
Union Bank of Califo	UBOC	1,039,345	0.002	07/01/2013	1,039,345		1	0.002	1,039,345	SYST0014	70014	1,039,345
US Bank	USB	2,396,997	0.001	06/30/2013	2,396,997		1	0.001	2,396,997	SYST0050	70050	2,396,997
US Bank	USB	5,419,389	0.010	08/24/2017	5,419,389		1	0.010	5,419,389	SYST0056	70056	5,419,389
California Asset Mgmt	CMP	0	0.670	10/19/2018	0		1	0.670	0	SYST0070	70070	0
US Bank	USB	10,000	0.050	10/07/2020	10,000	01/07/2021	6	0.050	10,000	SYSS0323	30323	10,000
John Deere Capital C	UBOC	500,000	2.350	09/21/2018	492,195	01/08/2021	7	3.057	500,090	24422ETZ2	26676	499,934
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	58	2.969	1,003,110	17275RBD3	26667	998,833
NATIONAL RURAL UTIL	UBOC	500,000	2.900	07/31/2019	506,370	03/15/2021	73	2.096	502,510	63743HER9	26847	500,807
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	90	2.846	501,300	437076BL5	26558	498,993
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	138	2.919	1,004,120	458140AW0	26670	995,533
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	206	1.620	2,626,355	3133EHSR5	26465	2,603,424
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	251	3.149	1,008,410	02665WBG5	26669	990,539
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	401	3.060	1,023,150	742718DY2	26673	992,129
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	426	2.982	1,021,720	478160CC4	26671	991,900
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	455	3.315	514,495	87236YAE8	26601	497,868
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	486	2.924	512,695	713448DT2	26557	495,779
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	495	2.329	1,154,521	037833CC1	26525	1,122,901
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	684	3.157	521,140	02665WCA7	26614	495,151
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	703	3.008	517,780	166764AB6	26555	494,166
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	712	3.135	418,568	92826CAC6	26647	397,562
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	740	3.315	1,047,120	89236TEL5	26645	988,470
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	761	3.464	521,505	828807CN5	26603	493,183
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	775	3.154	523,355	68389XBR5	26556	494,807
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	09/01/2023	789	3.068	1,047,760	30231GAR3	26648	993,113
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	09/06/2023	794	3.264	527,715	24422ETG4	26613	495,336
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	803	3.086	525,080	084670BR8	26554	496,583
United Parcel Servic	UBOC	500,000	2.500	05/15/2018	485,225	04/01/2023	820	3.248	522,955	911312BK1	26600	492,262
United Parcel Servic	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	820	3.308	522,955	911312BK1	26677	491,612
Walmart, Inc.	UBOC	500,000	2.550	07/31/2019	507,870	04/11/2023	830	2.104	523,810	931142DH3	26848	504,852
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	847	3.443	536,205	06406RAG2	26602	500,594
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	864	3.236	535,380	427866AZ1	26615	501,505
Commonwealth of Mass	UBOC	500,000	0.508	07/09/2020	500,000	07/01/2023	911	0.507	503,285	57562RF84	27029	500,000
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	934	3.399	1,073,790	90331HNV1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	949	3.172	1,043,100	594918GQ6	26672	971,938
Oracle Corp.	UBOC	4,145,000	2.400	05/31/2019	4,106,452	09/15/2023	987	2.630	4,358,468	68389XBL8	26820	4,120,682
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,126	3.561	550,220	46625HJT8	26760	509,043
East Side Union High	UBOC	500,000	0.820	10/29/2020	500,000	09/01/2024	1,308	0.878	504,090	275282PR6	27105	500,000
Bank of America Corp	UBOC	1,700,000	2.500	09/24/2019	1,700,000	09/24/2024	1,362	2.577	1,708,092	06048WD56	26872	1,700,000



Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Farm Credit	UBOC	2,300,000	1.890	09/27/2019	2,300,000	09/27/2024	1,365	1.890	2,320,769	3133EKU20	26888	2,300,000
Toyota Motor Credit	UBOC	1,000,000	2.150	09/27/2019	1,000,000	09/27/2024	1,365	2.323	1,010,430	89236TGH2	26887	1,000,000
CA St Dept of Wtr Re	UBOC	600,000	0.560	08/06/2020	600,000	12/01/2024	1,430	0.584	603,072	13067MR80	27055	600,000
Federal Home Loan Mt	UBOC	1,000,000	1.920	01/08/2020	1,000,000	01/08/2025	1,468	1.920	1,000,150	3134GUP95	26923	1,000,000
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,487	1.846	544,170	90331HMS9	26947	518,477
Federal National Mtg	UBOC	1,000,000	0.570	07/30/2020	1,000,000	01/29/2025	1,489	0.570	999,780	3136G4E74	27043	1,000,000
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,615	0.710	1,000,550	3136G4WA7	27009	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,636	0.700	498,290	3134GVR26	27015	500,000
City of Phoenix AZ	UBOC	500,000	0.959	08/25/2020	500,000	07/01/2025	1,642	0.990	503,980	71884AF20	27058	500,000
Wisconsin Dept Trans	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,642	0.787	503,220	977123X78	27041	500,000
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,670	0.579	1,001,080	3136G4D75	27044	1,000,916
East Side Union High	UBOC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,673	0.992	1,009,510	275282PS4	27106	1,000,000
Federal Farm Credit	UBOC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,676	0.680	500,000	3133ELZU7	27052	500,000
Federal Farm Credit	UBOC	1,035,000	0.530	09/29/2020	1,035,000	09/29/2025	1,732	0.530	1,035,000	3133EMB10	27075	1,035,000
Federal Farm Credit	UBOC	2,035,000	0.530	09/29/2020	2,035,000	09/29/2025	1,732	0.530	2,035,366	3133EMBH4	27076	2,035,000
Federal Home Loan Mt	UBOC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,760	0.540	499,235	3134G4W26	27103	500,000
Federal National Mtg	UBOC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	1,782	0.542	1,005,290	3135GA4P3	27137	1,005,171
Federal Farm Credit	UBOC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,795	0.560	500,275	3133EMUC7	27123	500,000
JP Morgan	UBOC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,816	0.825	250,328	48128GY53	27138	250,000
Fund Total and Average		\$ 81,027,417	1.328		\$ 80,679,234		564	1.456	\$ 82,063,434			\$ 80,911,143

MPP GHG Auction Acct

Local Agency Investm		92,437	0.842	07/01/2013	92,437		1	0.842	92,437	SYS70045	70045	92,437
Fund Total and Average		\$ 92,437	0.843		\$ 92,437		1	0.843	\$ 92,437			\$ 92,437

SCPA Balancing Account

Local Agency Investm	LAIF	15,201,346	0.842	07/01/2013	15,201,346		1	0.842	15,201,346	SYS70022	70022	15,201,346
Union Bank of Calif	UBOC	1,613,479	0.002	07/01/2013	1,613,479		1	0.002	1,613,479	SYS70023	70023	1,613,479
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	122	3.000	502,225	06406FAB9	26570	498,473
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	08/09/2021	220	2.780	509,262	14912L6U0A	26954	501,778
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	407	2.798	511,165	594818BA1	26574	497,774
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	427	3.186	512,950	25468PDQ6	26630	495,939
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	455	3.100	514,495	87236YAE8	26571	499,124
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	516	2.918	515,610	437076BG6	26572	498,055
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	622	3.161	516,795	74460DAB5	26573	493,751
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	712	3.096	261,605	92826CAC6	26632	248,654
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	713	3.070	523,650	498140AM2	26625	496,639
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	739	3.203	576,081	89233P7F7	26598	544,056
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,655	02/28/2023	788	3.170	525,410	17275RBE1	26624	494,311

Northern California Power Agency
Treasurer's Report
12/31/2020

SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	789	3.055	523,880	30231GAR3	26599	496,699
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	803	3.185	525,080	084670BR8	26596	495,580
United Parcel Serv	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	820	3.191	522,955	911312BK1	26627	492,828
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	850	3.108	520,810	654106AC7	26597	490,789
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	881	3.438	525,530	828807DD6	26631	492,393
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	466,550	06/15/2023	895	3.150	532,845	717081DH3	26626	498,299
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,301	2.410	504,235	89236TGD1	26881	500,000
Memphis Center City	UBOC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,551	0.600	550,595	566145F74	27113	549,174
Arizona Public Servi	UBOC	239,000	3.150	09/25/2020	263,631	05/15/2025	1,595	0.877	262,252	040555CS1	27073	262,215
California St Hlth F	UBOC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,612	0.952	502,875	13032JXM5	27110	500,000
City of Baltimore	UBOC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,642	0.932	506,570	059231X39	27125	500,000
Federal Farm Credit	UBOC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	1,732	0.530	2,045,000	3133EMB0J	27077	2,045,000
Federal Farm Credit	UBOC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,732	0.530	2,050,369	3133EMB0H4	27078	2,050,000
Fund Total and Average										\$ 31,453,825	\$ 31,857,069	\$ 31,456,356
										1.285	1.373	1.373
										504	504	504

General Operating Reserve

Local Agency Investm	LAIF	26,221,365	0.842	07/01/2013	26,221,365	08/09/2021	220	3.169	26,221,365	SYS70000	70002	26,221,365
Union Bank of Calif	UBOC	6,380	0.002	07/01/2013	6,380	09/09/2021	220	2.780	6,380	SYS70019	70019	6,380
US Bank	USB	0	0.000	07/01/2013	0	09/09/2021	251	3.522	0	SYS70051	70051	0
California Asset Mgm	CMP	512	0.670	12/14/2018	512	11/01/2021	304	1.285	512	SYS70071	70071	512
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	220	3.169	509,262	14912L6U0A	26956	500,632
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	09/09/2021	220	2.780	509,262	14912L6U0A	26957	501,778
American Honda Finan	UBOC	510,000	1.700	03/25/2020	496,924	09/09/2021	251	3.522	514,799	02665WBG5	26964	503,811
NYC Transitional F	UBOC	1,555,000	2.900	04/15/2020	1,593,269	11/01/2021	304	1.285	1,587,204	64971Q7F4	26982	1,575,649
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	407	2.972	408,932	594918BA1	26578	397,499
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	485	3.335	514,495	87236YAE8	26582	497,758
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	495	2.329	4,137,199	03783CCQ1	26524	4,023,888
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	525	1.760	3,678,175	313379Q69	26467	3,592,951
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	562	3.083	519,465	713448CX4	26580	500,113
NYC Transitional F	UBOC	1,015,000	2.850	04/15/2020	1,046,120	08/01/2022	577	1.485	1,052,748	64971WFJ4	26981	1,036,475
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	12/01/2022	699	2.937	519,210	25468PCV4	26739	494,704
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	712	3.145	523,210	92826CAC6	26584	496,881
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	752	3.140	788,895	90331HNL3	26737	745,806
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	758	3.325	525,935	06406RAE7	26575	496,415
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	775	3.195	523,355	68389XBR5	26579	494,410
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	781	3.225	522,020	74005PBF0	26581	494,830
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	803	3.243	525,080	084670BR8	26576	494,999
United Parcel Serv	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	820	3.245	522,955	911312BK1	26583	492,304
Chevron Corp.	UBOC	750,000	2.566	01/30/2019	738,750	05/16/2023	865	2.939	787,718	166764BK5	26740	743,778
Arizona Board of Reg	UBOC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	881	1.387	1,851,152	040484VN4	26984	1,811,237
Chevron Corp.	UBOC	500,000	3.191	02/07/2019	507,025	06/24/2023	904	2.847	531,780	166764AH3	26755	503,978



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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchase Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	06/26/2023	906	2.864	536,970	931142EK5	26758	506,212
Montgomery Water Wor	UBOC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	973	1.020	2,230,543	613105KV6	26985	2,188,677
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	09/15/2023	987	2.908	539,330	717081EN9	26738	503,656
Honolulu City and Co	UBOC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	1,003	1.020	1,857,615	4386705V9	26983	1,823,471
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490	01/23/2024	1,117	3.319	546,570	17325FAS7	26756	504,621
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120	02/01/2024	1,126	3.535	550,220	46625HJT8	26757	509,355
US Bank, N.A.	UBOC	440,000	3.375	10/31/2019	462,862	02/05/2024	1,130	2.093	478,997	91159HHV5	26906	456,603
JP Morgan	UBOC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	1,247	1.356	1,026,700	46647PBQ8	27007	1,005,213
Toyota Motor Credit	UBOC	750,000	2.410	07/25/2019	750,000	07/25/2024	1,301	2.410	756,353	89236TGD1	26841	750,000
East Side Union High	UBOC	565,000	0.920	10/29/2020	565,000	08/01/2024	1,308	0.820	569,622	275282PR6	27107	565,000
Honolulu City and Co	UBOC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	1,308	1.058	1,575,645	43868TKT1	26980	1,518,925
California State Uni	UBOC	250,000	0.685	09/17/2020	250,000	11/01/2024	1,400	0.665	250,330	13077DMK5	27072	250,000
JP Morgan	UBOC	1,500,000	2.300	11/27/2019	1,500,000	11/27/2024	1,426	2.386	1,505,295	48128GM49	26912	1,500,000
Federal Home Loan Ba	UBOC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,442	0.830	1,993,355	3130A3GE8	26962	1,955,072
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,487	1.846	544,170	90331HMS9	26951	518,477
WW Grainger Inc.	UBOC	500,000	1.850	04/30/2020	516,000	02/15/2025	1,506	1.161	526,610	384802AE4	27000	513,765
WW Grainger Inc.	UBOC	500,000	1.850	05/21/2020	514,500	02/15/2025	1,506	1.217	526,610	384802AE4	27005	512,628
Federal Farm Credit	UBOC	2,500,000	1.300	03/26/2020	2,500,000	03/26/2025	1,545	1.300	2,503,900	3133ELUT9	26960	2,500,000
Memphis Center City	UBOC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,551	0.600	550,595	586145F74	27114	549,174
Tulsa County OK Ind.	UBOC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	1,551	1.038	1,028,240	899559QD3	27006	1,014,423
City of Huntsville A	UBOC	515,000	2.750	11/06/2020	560,351	05/01/2025	1,581	0.750	561,262	447025A56	27112	558,806
Arizona Public Servi	UBOC	264,000	3.150	09/25/2020	291,208	05/15/2025	1,595	0.877	289,685	040555CS1	27074	289,644
Honeywell Internatio	UBOC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	1,612	0.866	1,036,090	438516CB0	27008	1,020,834
County of Jasper IA	UBOC	420,000	2.350	06/11/2020	443,558	06/01/2025	1,612	1.299	444,024	471376FJ7	27011	440,926
Precision Castparts	UBOC	1,500,000	3.250	06/25/2020	1,667,985	09/15/2025	1,626	1.033	1,657,440	740189AM7	27017	1,650,530
Wells Fargo Bank	UBOC	750,000	1.500	06/17/2020	750,000	08/17/2025	1,628	1.500	743,498	95001DAD2	27013	750,000
JP Morgan	UBOC	750,000	1.050	06/23/2020	750,000	06/23/2025	1,634	1.050	747,720	48128GU40	27024	750,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,636	0.700	498,290	3134GYR26	27016	500,000
City of Baltimore	UBOC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,642	0.845	506,570	059231X39	27126	500,000
Wisconsin Dept Trans	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,642	0.774	503,220	977123X78	27042	500,000
East Side Union High	UBOC	815,000	0.940	10/29/2020	815,000	08/01/2025	1,673	0.940	822,751	275282PS4	27108	815,000
Federal Farm Credit	UBOC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,676	0.680	500,000	3133EL2J7	27053	500,000
Federal National Mtg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,690	0.600	999,750	3136G4G72	27056	1,000,000
Federal National Mtg	UBOC	1,000,000	0.600	08/26/2020	1,000,000	08/26/2025	1,698	0.600	1,000,450	3136G4X32	27060	1,000,000
Federal Agricultural	UBOC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	1,720	0.570	1,000,470	31422B2V3	27071	1,000,000
Federal Farm Credit	UBOC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	1,732	0.530	2,000,360	3133EMB44	27079	2,000,000
Federal Farm Credit	UBOC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	1,732	0.530	1,720,000	3133EMB40	27080	1,720,000
Federal Home Loan Ba	UBOC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	1,732	0.520	998,570	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,760	0.540	499,235	3134GW426	27104	500,000
Bank of America Corp	UBOC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,789	0.798	991,780	0604BWK41	27122	1,000,000
Federal Farm Credit	UBOC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,795	0.560	500,275	3133EMJC7	27124	500,000
JP Morgan	UBOC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,816	0.825	250,328	48128GY53	27139	250,000

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Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal National Mtg	UBOC	500,000	0.640	12/30/2020	501,000	12/30/2025	1,824	0.599	500,630	3135G08Q1	27141	500,999
Fund Total and Average		\$ 84,327,709	1.574		\$ 85,133,130		812	1.329	\$ 86,151,176			\$ 85,020,164
GRAND TOTALS:		\$ 196,901,388	1.427		\$ 197,260,059		661	1.388	\$ 200,164,116.			\$ 197,480,100

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2020

Investment #26646	USB	Callable on 6/23/2023				Investment #27103	FHLMC	Callable annually starting 10/27/2022				
Investment #26620	ORCL	Callable on 7/15/2023				Investment #27104	FHLMC	Callable annually starting 10/27/2022				
Investment #26631	TOY	Callable semi-annually starting 7/25/2021				Investment #27110	CASMED	Callable anytime				
Investment #26641	TOY	Callable semi-annually starting 7/25/2021				Investment #27113	MEMGEN	Callable anytime				
Investment #26648	WMT	Callable on 01/11/2023				Investment #27114	MEMGEN	Callable anytime				
Investment #26672	BAC	Callable semi-annually starting 09/24/2021				Investment #27122	BAC	Callable on 11/25/2021				
Investment #26687	TOY	Callable semi-annually starting 09/27/2021				Investment #27123	FFCB	Callable anytime starting 12/1/2022				
Investment #26688	FFCB	Callable anytime starting 09/27/2021				Investment #27124	FFCB	Callable anytime starting 12/1/2022				
Investment #26906	USBANK	Callable on 1/05/2024				Investment #27125	BALGEN	Callable anytime				
Investment #26912	JPM	Callable quarterly starting 11/27/2021				Investment #27126	BALGEN	Callable anytime				
Investment #26923	FHLMC	Callable annually starting 1/8/2021				Investment #27137	FNMA	Callable annually starting 11/16/2022				
Investment #26947	USBANK	Callable anytime starting 12/27/2024				Investment #27138	JPM	Callable quarterly starting 12/22/2023				
Investment #26951	USBANK	Callable anytime starting 12/27/2024				Investment #27139	JPM	Callable quarterly starting 12/22/2023				
Investment #26960	FFCB	Callable anytime starting 03/26/2021				Investment #27141	FNMA	Callable quarterly starting 12/30/2021				
Investment #26980	HON	Callable anytime										
Investment #26981	NYCGEN	Callable anytime										
Investment #26982	NYCGEN	Callable anytime										
Investment #26983	HON	Callable anytime										
Investment #26984	AZSHGR	Callable anytime										
Investment #27007	JPM	Callable on 6/1/2023 and then again starting on 5/1/2024										
Investment #27009	FNMA	Callable quarterly starting 6/4/2021										
Investment #27011	JAS	Callable on 6/1/2024										
Investment #27013	WFC	Callable quarterly starting 6/17/2022										
Investment #27015	FHLMC	Callable annually starting 6/25/2021										
Investment #27016	FHLMC	Callable annually starting 6/25/2021										
Investment #27024	JPM	Callable quarterly starting 6/23/2024										
Investment #27029	MAS	Callable anytime										
Investment #27041	WISTFN	Callable anytime										
Investment #27042	WISTFN	Callable anytime										
Investment #27043	FNMA	Callable quarterly starting 7/29/2021										
Investment #27044	FNMA	Callable quarterly starting 7/29/2022										
Investment #27052	FFCB	Callable anytime										
Investment #27053	FFCB	Callable anytime starting										
Investment #27055	CASWTR	Callable anytime										
Investment #27056	FNMA	Callable quarterly starting 8/16/2022										
Investment #27058	PHOGEN	Callable anytime										
Investment #27060	FNMA	Callable quarterly starting 8/26/2021										
Investment #27071	FAMC	Callable semi-annually starting 09/17/2021										
Investment #27072	CASHGR	Callable anytime										
Investment #27075	FFCB	Callable anytime										
Investment #27076	FFCB	Callable anytime starting 9/29/2021										
Investment #27077	FFCB	Callable anytime										
Investment #27078	FFCB	Callable anytime starting 9/29/2021										
Investment #27079	FFCB	Callable anytime starting 9/29/2021										
Investment #27080	FFCB	Callable anytime										
Investment #27081	FHLB	Callable anytime starting 3/29/2021										

GEO 2012 Construction Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	911,000	0.070	09/29/2020	910,784	01/29/2021	28	0.070	910,954	313385BE5	27085	910,950
Fund Total and Average		\$ 911,000	0.070		\$ 910,784		28	0.071	\$ 910,954			\$ 910,950

Geo 2012A Debt Service

Federal Home Loan Ba	USBT	124,000	0.074	08/28/2020	123,967	01/04/2021	3	0.076	124,000	313385AD8A	27061	123,999
Federal Home Loan Ba	USBT	124,000	0.069	09/29/2020	123,977	01/04/2021	3	0.070	124,000	313385AD8A	27087	123,999
Fund Total and Average		\$ 248,000	0.072		\$ 247,944		3	0.074	\$ 248,000			\$ 247,998

Geo 2016A Debt Service

Federal Home Loan Ba	USBT	289,000	0.075	08/28/2020	288,922	01/04/2021	3	0.076	289,000	313385AD8A	27062	288,998
Federal Home Loan Ba	USBT	290,000	0.070	09/29/2020	289,945	01/04/2021	3	0.070	290,000	313385AD8A	27088	289,998
Fund Total and Average		\$ 579,000	0.072		\$ 578,867		3	0.074	\$ 579,000			\$ 578,996

Geothermal Special Reserve

Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
U.S. Treasury	UBOC	1,521,000	1.390	01/31/2020	1,499,682	01/28/2021	27	1.424	1,520,939	912796UC1	26940	1,519,414
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		27	1.424	\$ 1,520,939			\$ 1,519,414

Geo Decommissioning Reserve

Local Agency Investm	LAIF	1,160,997	0.842	07/01/2013	1,160,997		1	0.842	1,160,997	SYS70027	70027	1,160,997
Union Bank of Calif	UBOC	599,186	0.002	07/01/2013	599,186		1	0.002	599,186	SYS70034	70034	599,186
American Honda Finan	UBOC	500,000	2.650	11/30/2018	493,500	02/12/2021	42	3.265	501,225	026665WCD1	26726	499,664
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	496,300	04/13/2021	102	3.276	503,695	89236TEU5	26727	499,558
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	220	3.169	509,262	14912L6JDA	26965	500,632
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	241	3.002	254,925	02007GEQ2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	342	3.103	764,685	69553REYO	26553	746,341
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	495	2.329	885,118	037833CC1	26499	860,876
University of Calif	UBOC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	499	1.080	1,026,470	91412G2T1	27001	1,016,668
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	608	3.154	262,775	949763TL0A	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	607	3.051	262,358	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	613	3.152	262,853	254673TW8A	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	699	3.004	778,815	25468PCW4	26551	741,286
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	756	3.104	787,943	24422ERT8	26550	745,634
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	758	3.229	788,903	06408RAE7	26549	745,996

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Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	766	3.140	529,510	44632HAH6	26548	498,637
Crook County School	UBOC	355,000	1.563	05/07/2020	356,211	06/15/2023	895	1.450	364,319	227183DH0	27003	355,957
Federal Farm Credit	UBOC	407,000	0.400	07/31/2020	407,000	07/27/2023	937	0.399	406,923	3133ELZ72	27049	407,000
Federal Home Loan Mt	UBOC	935,000	1.650	01/31/2020	935,468	07/28/2023	938	1.635	935,673	3134GJ6D7	26841	935,345
Solano County CCD	UBOC	385,000	5.500	04/09/2020	434,938	08/01/2023	942	1.471	434,704	83412PCN0	26878	423,962
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	971	3.203	270,255	29278TCP3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	979	3.301	271,010	17312QS34A	30314	250,000
Federal Farm Credit	UBOC	1,590,000	0.875	04/08/2020	1,590,000	04/08/2024	1,193	0.875	1,593,069	3133ELVX9	26876	1,590,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,301	2.410	504,235	89236TGD1	26842	500,000
Sacramento Suburban	UBOC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,400	1.846	352,199	78607QAY1	26977	346,366
W W Grainger Inc.	UBOC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,506	1.161	447,619	384802AE4	27002	436,700
California St Hlth F	UBOC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,612	0.952	502,875	13032LUXM5	27111	500,000
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,615	0.710	1,000,550	3136GAWA7	27010	1,000,000
Houston Airport Sys	UBOC	750,000	1.372	10/20/2020	750,000	07/01/2025	1,642	1.372	757,320	442349EIM4	27102	750,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	1,664	3.455	2,036,140	3133EJUT4	26644	1,999,543
East Side Union High	UBOC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,673	0.940	1,009,510	275282PS4	27109	1,000,000
Federal Home Loan Mt	UBOC	1,000,000	0.540	09/15/2020	1,000,000	09/15/2025	1,718	0.540	986,190	3134GJML38	27070	1,000,000
Federal Farm Credit	UBOC	565,000	0.530	09/29/2020	565,000	09/29/2025	1,732	0.530	565,102	3133EMBH4	27082	565,000
Federal Home Loan Mt	UBOC	1,500,000	0.530	10/15/2020	1,500,000	10/15/2025	1,748	0.530	1,497,225	3134GWY34	27101	1,500,000
Fund Total and Average		\$ 23,366,394	1.878		\$ 23,397,200		1026	1.826	\$ 23,823,638			\$ 23,426,348

Geo 2012A DSR Account

U.S. Treasury	USBT	1,622,000	0.069	09/29/2020	1,621,089	07/15/2021	195	0.071	1,621,270	8127963S6	27096	1,621,385
Fund Total and Average		\$ 1,622,000	0.070		\$ 1,621,089		195	0.071	\$ 1,621,270			\$ 1,621,385
GRAND TOTALS:		\$ 28,249,394	1.637		\$ 28,255,666		863	1.596	\$ 28,703,801.			\$ 28,304,091

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Current Market Value is based on prices from Trustee/Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2020

Investment #26644	FFCB	Callable anytime starting 7/23/2021
Investment #26942	TOYOTA	Callable semi-annually starting 7/25/2021
Investment #26941	FHLMC	Callable on 1/28/2021 only
Investment #26976	FFCB	Callable anytime starting 4/8/2022
Investment #26977	SCRWTR	Callable anytime
Investment #27001	UNVHR	Callable anytime
Investment# 27010	FNWA	Callable quarterly starting 6/4/2021
Investment #27049	FFCB	Callable anytime
Investment #27070	FHLMC	Callable quarterly starting 9/15/2022
Investment #27082	FFCB	Callable anytime starting 9/29/2021
Investment #27101	FHLMC	Callable annually starting 10/15/2021
Investment #27111	CASMED	Callable anytime



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Cap Facilities 2019A Debt Svc

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USBT	822	0.600	01/24/2020	822		1	0.600	822	SYST79017	79017	822
U.S. Treasury	USBT	414,000	0.065	12/30/2020	413,978	01/28/2021	27	0.065	413,983	912786UC1	27142	413,980
Federal Home Loan Ba	USBT	415,000	0.070	09/29/2020	414,902	01/29/2021	28	0.070	414,979	313385BE5	27092	414,977
Federal Home Loan Ba	USBT	415,000	0.075	08/28/2020	414,864	02/01/2021	31	0.076	414,975	313385BH8A	27066	414,973
Federal Home Loan Ba	USBT	829,000	0.070	11/25/2020	828,890	02/01/2021	31	0.070	828,950	313385BH8A	27120	828,950
Fund Total and Average		\$ 2,073,822	0.070		\$ 2,073,456		30	0.071	\$ 2,073,709			\$ 2,073,702
GRAND TOTALS:		\$ 2,073,822	0.070		\$ 2,073,456		30	0.071	\$ 2,073,709			\$ 2,073,702

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.
Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2020



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Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	3,226,104	0.842	07/01/2013	3,226,104		1	0.842	3,226,104	SYST0028	70028	3,226,104
Union Bank of Calif	UBOC	791,942	0.002	07/01/2013	791,942		1	0.002	791,942	SYST0031	70031	791,942
U.S. Treasury	UBOC	1,014,000	1.390	01/31/2020	999,788	01/28/2021	27	1.424	1,013,959	912796JC1	26924	1,012,943
California State Gen	UBOC	1,000,000	2.800	04/30/2020	1,016,420	04/01/2021	90	1.000	1,006,210	13063DGA0	26999	1,004,465
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	379	3.314	511,250	0733QNAQ8	26618	496,648
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	429	2.946	511,200	30231GAJ1	26621	496,946
US Bank	UBOC	550,000	3.000	08/10/2018	545,607	03/15/2022	438	3.182	586,841	91159HHC7	26651	548,863
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	622	3.051	516,795	74460DAB5	26546	494,610
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	712	3.051	523,210	92826CAC6	26547	497,727
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	740	3.215	523,560	89236TELS	26619	495,172
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	775	3.121	523,355	68389YBR5	26545	495,132
United Parcel Serv	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	820	3.182	522,955	911312BK1	26620	492,922
Colgate-Palmolive Co	UBOC	550,000	2.100	09/09/2018	528,660	05/01/2023	850	2.985	572,689	19416QECO	26652	539,468
Federal Farm Credit	UBOC	500,000	0.400	07/31/2020	500,000	07/27/2023	937	0.399	499,905	3133ELZ72	27050	500,000
Federal Home Loan Mt	UBOC	500,000	0.375	07/30/2020	500,000	07/28/2023	938	0.411	500,040	3134GWDL7	27045	500,000
Federal Home Loan Mt	UBOC	500,000	0.375	09/03/2020	500,000	09/03/2023	944	0.375	499,385	3134GWJC1	27051	500,000
Nashville Met Gov	UBOC	250,000	1.030	12/17/2020	250,000	09/01/2024	1,308	1.029	251,155	592090G84	27134	250,000
California Infra & E	UBOC	100,000	0.645	12/17/2020	100,000	10/01/2024	1,369	0.683	100,602	13034AL57	27135	100,000
Walmart, Inc.	UBOC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,444	1.744	542,230	931142DV2	26950	517,087
Federal Agricultural	UBOC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,599	0.675	500,555	31422BA26	27004	500,000
Nashville Met Gov	UBOC	250,000	1.230	12/17/2020	250,000	08/01/2025	1,673	1.229	251,690	592090GC2	27133	250,000
City of El Paso TX	UBOC	500,000	4.346	12/07/2020	553,420	08/15/2025	1,687	1.950	552,395	283734TC5	27131	552,660
Federal National Mtg	UBOC	440,000	0.600	08/26/2020	440,000	08/26/2025	1,698	0.600	440,198	3136GAX32	27059	440,000
California Infra & E	UBOC	130,000	0.765	12/17/2020	130,000	10/01/2025	1,734	0.765	131,010	13034AL65	27132	130,000
Bank of America Corp	UBOC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,789	0.798	991,780	06048WK41	27121	1,000,000
Federal National Mtg	UBOC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,804	0.615	500,405	3135G06J7	27136	500,843
JP Morgan	UBOC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,816	0.825	500,655	48128GY53	27140	500,000
Fund Total and Average		\$ 16,802,046	1.528		\$ 16,776,491		736	1.473	\$ 17,072,085			\$ 16,833,632

Hydro Initial Facilities

Federal Home Loan Ba	USBT	4,235,000	0.070	09/29/2020	4,233,995	01/29/2021	28	0.070	4,234,788	313385BE5	27086	4,234,769
Fund Total and Average		\$ 4,235,000	0.070		\$ 4,233,995		28	0.071	\$ 4,234,788			\$ 4,234,769

Hydro Debt Service

Federal Home Loan Ba	USBT	793,000	0.075	09/28/2020	792,787	01/04/2021	3	0.076	793,000	313385AD8A	27063	792,995
Federal Home Loan Ba	USBT	792,000	0.070	09/29/2020	791,851	01/04/2021	3	0.070	792,000	313385AD8A	27089	791,995
Fund Total and Average		\$ 1,585,000	0.073		\$ 1,584,638		3	0.074	\$ 1,585,000			\$ 1,584,990

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Hydro 2018A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	1,148,000	0.074	08/28/2020	1,147,691	01/04/2021	3	0.076	1,148,000	313385AD8A	27064	1,147,993
Federal Home Loan Ba	USBT	1,148,000	0.070	09/29/2020	1,147,783	01/04/2021	3	0.070	1,148,000	313385AD8A	27090	1,147,993
Fund Total and Average		\$ 2,296,000	0.072		\$ 2,295,474		3	0.074	\$ 2,296,000			\$ 2,295,986

Hydro 2019A Debt Service

Federal Home Loan Ba	USBT	809,000	0.075	08/28/2020	808,783	01/04/2021	3	0.076	809,000	313385AD8A	27065	808,995
Federal Home Loan Ba	USBT	809,000	0.070	09/29/2020	808,847	01/04/2021	3	0.070	809,000	313385AD8A	27091	808,995
Federal Home Loan Ba	USBT	809,000	0.030	12/02/2020	808,978	01/04/2021	3	0.030	809,000	313385AD8A	27130	808,998
Fund Total and Average		\$ 2,427,000	0.058		\$ 2,426,608		3	0.059	\$ 2,427,000			\$ 2,426,988

Hydro 2012A Rebate Account

U.S. Treasury	USBT	45,000	0.069	09/29/2020	44,975	07/15/2021	195	0.071	44,980	9127963S6	27097	44,983
Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	220	1.790	689,034	3134393A3	26432	689,338
Fund Total and Average		\$ 734,000	1.764		\$ 736,366		218	1.685	\$ 734,014			\$ 734,321

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70016	70016	0
U.S. Treasury	JBOC	1,521,000	1.390	01/31/2020	1,499,682	01/28/2021	27	1.424	1,520,939	912796UC1	26942	1,519,414
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		27	1.424	\$ 1,520,939			\$ 1,519,414

Hydro 2012 DSRA

Federal Home Loan Ba	USBT	193,000	0.110	07/29/2020	192,891	01/29/2021	28	0.111	192,990	313385BE5	27039	192,983
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,992	02/15/2021	45	2.251	146,350	9128283X6	26539	146,000
U.S. Treasury	USBT	254,000	0.069	09/29/2020	253,857	07/15/2021	195	0.071	253,886	9127963S6	27098	253,904
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,925,232	01/13/2022	377	2.380	4,018,815	3137EAD82	25852	3,927,816
Fund Total and Average		\$ 4,521,000	2.145		\$ 4,518,972		341	2.149	\$ 4,612,041			\$ 4,520,703

GRAND TOTALS: \$ 34,121,046 1,158 \$ 34,072,226 418 1,132 \$ 34,481,867. \$ 34,150,703

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2020

Investment# 26950	WWT	Callable anytime starting 10/15/2024
Investment# 27004	FAMCA	Callable semi-annually starting 5/19/2022
Investment# 27045	FHLMC	Callable on 7/28/2021 only
Investment #27050	FFCB	Callable anytime
Investment# 27051	FHLMC	Callable quarterly starting 8/03/2021
Investment# 27059	FNMA	Callable quarterly starting 8/26/2021
Investment# 27121	BAC	Callable on 11/25/2021 only
Investment# 27131	ELPASO	Callable annually starting 8/15/2023
Investment #27132	FFCB	Callable anytime
Investment #27135	CASDEV	Callable anytime
Investment# 27136	FNMA	Callable quarterly starting 6/10/2021
Investment# 27140	JPM	Callable quarterly starting 12/22/2023



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LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		87,127	0.842	07/01/2013	87,127		1	0.842	87,127	SYS70046	70046	87,127
Fund Total and Average		\$ 87,127	0.843		\$ 87,127		1	0.843	\$ 87,127			\$ 87,127

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	485,132	0.600	07/01/2013	485,132		1	0.600	485,132	SYS79003	79003	485,132
Fund Total and Average		\$ 485,132	0.600		\$ 485,132		1	0.600	\$ 485,132			\$ 485,132

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	217	0.600	07/01/2013	217		1	0.600	217	SYS79004	79004	217
U.S. Treasury	USBT	2,135,000	0.065	12/03/2020	2,135,325	05/27/2021	146	0.065	2,135,338	912796A33	27127	2,135,437
U.S. Treasury	USBT	1,077,000	0.080	12/30/2020	1,076,634	06/01/2021	151	0.081	1,076,623	912796G37	27143	1,076,639
Fund Total and Average		\$ 3,213,217	0.070		\$ 3,212,176		148	0.071	\$ 3,212,178			\$ 3,212,293

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	262	0.600	07/01/2013	262		1	0.600	262	SYS79012	79012	262
U.S. Treasury	USBT	3,858,000	0.065	12/03/2020	3,856,781	05/27/2021	146	0.065	3,856,804	912796A33	27128	3,856,983
U.S. Treasury	USBT	945,000	0.080	12/30/2020	944,679	06/01/2021	151	0.081	944,669	912796G37	27144	944,683
Fund Total and Average		\$ 4,803,262	0.068		\$ 4,801,722		147	0.069	\$ 4,801,735			\$ 4,801,928

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	2,978,000	0.065	12/03/2020	2,977,059	05/27/2021	146	0.065	2,977,077	912796A33	27129	2,977,215
U.S. Treasury	USBT	667,000	0.080	12/30/2020	666,773	06/01/2021	151	0.081	666,767	912796G37	27145	666,776
Fund Total and Average		\$ 3,645,000	0.068		\$ 3,643,832		147	0.069	\$ 3,643,844			\$ 3,643,991

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	45,479	0.600	07/01/2013	45,479		1	0.600	45,479	SYS79005	79005	45,479
Federal Home Loan Ba	USBT	420,000	1.500	01/28/2020	413,823	01/15/2021	14	1.537	419,992	313365AQ9A	26943	419,755
Federal Home Loan Ba	USBT	4,429,000	0.110	07/29/2020	4,426,510	01/29/2021	28	0.111	4,428,779	313365BE5	27040	4,428,621
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	223	1.699	150,921	3137EAE09	26454	149,490
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	525	1.760	4,218,326	313379Q69	26463	4,120,587
Fund Total and Average		\$ 9,144,479	1.099		\$ 9,200,766		254	0.946	\$ 9,263,497			\$ 9,163,932

LEC Iss#1 2010B BABS Subs Resv

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USB	804	0.600	07/01/2013	804	07/15/2021	1	0.600	804	SYS79006	79006	804
U.S. Treasury	USBT	2,369,000	0.070	09/29/2020	2,367,669	07/15/2021	195	0.071	2,367,934	9127963S6	27089	2,368,102
Fund Total and Average		\$ 2,369,804	0.070		\$ 2,368,473		195	0.071	\$ 2,368,738			\$ 2,368,906

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	578	0.600	07/01/2013	578	07/15/2021	1	0.600	578	SYS79013	79013	578
U.S. Treasury	USBT	759,000	0.069	09/29/2020	758,573	07/15/2021	195	0.071	758,658	9127963S6	27100	758,712
Federal Home Loan Mt	USBT	380,000	1.650	01/31/2020	380,190	07/28/2023	938	1.635	380,274	3134GU6D7	26945	380,140
Fund Total and Average		\$ 1,139,578	0.597		\$ 1,139,341		443	0.593	\$ 1,139,510			\$ 1,139,430

LEC O & M Reserve

Local Agency Investm	UBOC	1,546,543	0.842	07/01/2013	1,546,543		1	0.842	1,546,543	SYS70047	70047	1,546,543
Union Bank of Calif	UBOC	1,040,434	0.002	07/18/2013	1,040,434		1	0.002	1,040,434	SYS70041	70041	1,040,434
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	04/15/2021	104	1.590	502,060	3133EKY93	26892	499,872
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,995	10/07/2021	279	1.555	500,470	89238TGJ8	26953	495,912
Memphis Center City	UBOC	500,000	5.530	04/27/2020	533,880	11/01/2021	304	1.000	521,435	58607ECD4	26986	518,684
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	507	2.456	613,731	90331HPC1	26822	596,541
Federal Home Loan Mt	UBOC	1,000,000	0.375	07/30/2020	1,000,000	07/28/2023	938	0.375	1,000,080	3134GWDL7	27046	1,000,000
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,430	1.776	514,406	14912LGG1	26952	490,611
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,670	0.579	1,001,090	3136G4D75	27047	1,000,916
Federal Farm Credit	UBOC	2,000,000	0.670	09/04/2020	2,000,000	09/04/2025	1,676	0.670	2,000,140	3133ELZS2	27054	2,000,000
Federal National Mtg	UBOC	1,000,000	0.600	09/18/2020	1,000,000	08/18/2025	1,690	0.600	998,750	3136G4G72	27057	1,000,000
Federal Farm Credit	UBOC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,732	0.530	750,135	3133EMBH4	27083	750,000
Federal Farm Credit	UBOC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,732	0.530	670,000	3133EMBJ0	27084	670,000
Fund Total and Average		\$ 11,561,977	1.090		\$ 11,533,046		988	0.808	\$ 11,660,274			\$ 11,609,513

GRAND TOTALS:

		\$ 36,449,576	0.678		\$ 36,571,615		451	0.560	\$ 36,662,035.			\$ 36,512,252
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Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2020

- Investment #26822 USB Callable anytime starting 4/22/2022
- Investment #26945 FPLMC Callable on 1/28/2021 only
- Investment #27046 FPLMC Callable on 7/28/2021 only
- Investment #27047 FPLMC Callable quarterly starting 7/29/2022
- Investment #27054 FFCB Callable anytime starting 2/4/2021
- Investment #27057 FNMA Callable quarterly starting 8/18/2022
- Investment #27083 FFCB Callable anytime starting 9/29/2021
- Investment #27084 FFCB Callable anytime



Commission Staff Report

Date: December 20, 2021

COMMISSION MEETING DATE: January 28, 2021

SUBJECT: Utility System Efficiencies, Inc. – Five Year Multi-Task Professional Services Agreement for WECC and NERC Reliability Related Consulting Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM: Joel Ledesma <i>J.L.</i> Assistant General Manager	METHOD OF SELECTION: N/A
Division: Generation Services	<i>If other, please describe:</i>
Department: Combustion Turbines	

IMPACTED MEMBERS:		
All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>		
<hr/> <hr/>		

RECOMMENDATION:

Approve Resolution 21-01 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Utility System Efficiencies, Inc. for WECC and NERC reliability related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

WECC and NERC reliability related consulting services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. NCPA had a previous agreement in place with Utility System Efficiencies, Inc., which is running low on funds. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA does not have any other agreements for similar services with additional vendors at this time.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

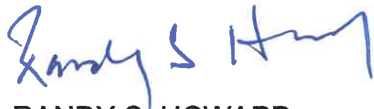
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on December 2, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on December 7, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task Professional Services Agreement with Utility System Efficiencies, Inc.

RESOLUTION 21-01

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH UTILITY
SYSTEM EFFICIENCIES, INC.

(reference Staff Report #104:21)

WHEREAS, WECC and NERC reliability related consulting services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Utility System Efficiencies, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task Professional Services Agreement with Utility System Efficiencies, Inc. to provide such services as needed at all NCPA facilities, NCPA Members, SCPPA, and SCPPA Member facilities in an amount not to exceed \$500,000 over five years; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Utility System Efficiencies, Inc., for WECC and NERC reliability related consulting services, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ___ day of ___, 2021 by the following vote on roll call:

Table with 4 columns: Agency Name, Vote, Abstained, Absent. Rows include Alameda, San Francisco BART, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, Shasta Lake, Truckee Donner, Ukiah, Plumas-Sierra.

DAVID HAGELE
CHAIR

ATTEST: CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
UTILITY SYSTEM EFFICIENCIES, INC.**

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Utility System Efficiencies, Inc., a corporation with its office located at 2814 Freeport Blvd., Sacramento, CA 95818 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20__ ("Effective Date") in Roseville, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein ("Services"), at the time and place and in the manner specified therein.

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services or does not respond within the seven day period

specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2.

COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED FIVE HUNDRED THOUSAND** dollars (\$500,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Services performed;
- The Purchase Order number authorizing the Services;
- At Agency's option, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; and
- At Agency's option, when the Consultant's Scope of Work identifies tasks, for each work item in each task, a copy of the applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
AcctsPayable@ncpa.com

2.2 Monthly Payment. Agency shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

- 2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and

mobile equipment to the extent coverage may be excluded from general liability insurance.

4.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

4.3 Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 All Policies Requirements.

4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.4.2 Notice of Reduction in or Cancellation of Coverage. Consultant shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.4.3 Higher Limits. If Consultant maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Consultant.

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific

Agency member, SCPPA or Agency member for which the Services are to be performed.

4.4.5 Waiver of Subrogation. Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.

4.5 Consultant's Obligation. Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 Scope. Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Consultant, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the

means by which Consultant accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Consultant shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees, agents and subcontractors of Consultant.

Consultant shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Consultant's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Consultant agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Consultant.

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the

subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

- 6.4** **Certification as to California Energy Commission.** If requested by the Agency, Consultant shall, at the same time it executes this Agreement, execute Exhibit C.

Section 7. LEGAL REQUIREMENTS.

- 7.1** **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2** **Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3** **Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

Section 8. TERMINATION AND MODIFICATION.

- 8.1** **Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Consultant.

In the event of termination, Consultant shall be entitled to compensation for Services satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Consultant delivering to Agency any or all records or documents, as referenced in Section 9.1 hereof.

- 8.2** **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3** **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.

8.4 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or

8.4.4 Charge Consultant the difference between the costs to complete the Services that are unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

9.2 Consultant's Books and Records. Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

9.4.3.1 Disclosure to employees, agents, consultants, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the

Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 Contract Administrator. This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

10.8 Notices. Any written notice to Consultant shall be sent to:

Utility System Efficiencies, Inc.
Attention: Daniel M. Wood, CFO
2814 Freeport Blvd.
Sacramento, CA 95818

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

10.9 Professional Seal. Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

10.10 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

10.11 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:

10.11.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;

10.11.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

10.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this Section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

///

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

UTILITY SYSTEM EFFICIENCIES, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

DANIEL M. WOOD,
Chief Financial Officer

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Utility System Efficiencies, Inc. ("Consultant") shall provide assistance related to WECC and NERC reliability criteria as requested by the Northern California Power Agency ("Agency") at any Facilities owned and/or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA), or SCPPA Members.

Services to include, but not be limited to the following:

- Conduct necessary transmission and other studies for impact and Critical Assets;
- Conduct preparatory Compliance Audits;
- Review and comment on NCPA procedures and processes for compliance;
- Provide compliance related documentation as necessary; and
- Represent NCPA, NCPA Members, SCPPA or SCPPA Members before WECC, NERC, etc. regulatory bodies.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed amount set forth in Section 2 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Billing rates may be based on the tasks performed and not necessarily on the individual performing the work. Notwithstanding, our general professional engineering and other services will be provided at the following rates:

Executive Power Systems Engineering	EPSE	\$ 280.00
Principal Power Systems Engineering	PPSE	\$ 250.00
Senior Power Systems Engineering	SPSE	\$ 230.00
Environmental and Geographic Info. Specialist	EGIS	\$ 185.00
Geographic Information System Specialist	GISS	\$ 125.00

Rates for testimony in a regulatory proceeding will be negotiated on a case-by-case basis.

Other professional staff and/or sub-consultant rates may be added to the project with the concurrence of the Client.

All general and administrative costs and benefits are included in the direct labor rate.

Pricing for services to be performed at NCPA Member or SCPA locations will be quoted at the time services are requested.

NOTE: As a public agency, NCPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

Utility System Efficiencies, Inc.

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.



Commission Staff Report

Date: January 20, 2021

COMMISSION MEETING DATE: January 28, 2021

SUBJECT: Pacific Star Chemical, LLC dba Northstar Chemical – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Chemical Purchases; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

FROM:	Joel Ledesma <i>J.L.</i> Assistant General Manager	METHOD OF SELECTION:	N/A
Division:	Generation Services	<i>If other, please describe:</i>	
Department:	Combustion Turbines		

IMPACTED MEMBERS:			
All Members	<input checked="" type="checkbox"/>	City of Lodi	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<input type="checkbox"/>
		City of Shasta Lake	<input type="checkbox"/>
		City of Ukiah	<input type="checkbox"/>
		Plumas-Sierra REC	<input type="checkbox"/>
		Port of Oakland	<input type="checkbox"/>
		Truckee Donner PUD	<input type="checkbox"/>
		Other	<input type="checkbox"/>
<i>If other, please specify</i>			

RECOMMENDATION:

Approve Resolution 21-02 authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Pacific Star Chemical, LLC dba Northstar Chemical for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at all facilities owned and/or operated by NCPA.

BACKGROUND:

Chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA had a previous agreement in place with Pacific Star Chemical LLC dba Northstar Chemical, which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place with Apex Engineering Products, Brenntag Pacific, Hill Brothers, Thatcher Chemical and Univar USA, Inc. for similar purchases.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$2,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

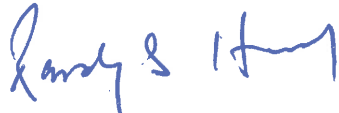
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on January 6, 2021, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on January 11, 2021, and was approved.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task Agreement with Pacific Star Chemical LLC dba Northstar Chemical

RESOLUTION 21-02

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT,
MATERIALS AND SUPPLIES WITH PACIFIC STAR CHEMICAL LLC DBA NORTHSTAR
CHEMICAL**

(reference Staff Report #105:21)

WHEREAS, chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, Pacific Star Chemical LLC dba Northstar Chemical is a provider of these chemicals; and

WHEREAS, NCPA seeks to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Pacific Star Chemical LLC dba Northstar Chemical to provide such chemicals as needed at all NCPA facilities in an amount not to exceed \$2,500,000 over five years; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Pacific Star Chemical LLC dba Northstar Chemical, for chemical purchases, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at all facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2021 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

DAVID HAGELE
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PACIFIC STAR CHEMICAL, LLC DBA NORTHSTAR CHEMICAL, INC.**

This Agreement for Purchase of Equipment, Materials and Supplies (“Agreement”) is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 (“Agency”) and Pacific Star Chemical, LLC dba Northstar Chemical, Inc., (“Supplier”), whose principal office is located at 14200 SW Tualatin-Sherwood Road, Sherwood, OR 97140 (together sometimes referred to as the “Parties”) as of _____, 20__ (the “Effective Date”).

Section 1. SCOPE. In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies (“Goods”) described in Exhibit A, attached hereto and incorporated herein to the designated Project Site, DDP, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to the designated Project Site and title shall not pass until the Agency accepts delivery at this Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 2. PROJECT SITE. Goods provided under this Agreement by Supplier may include Goods delivered directly to the. The “designated Project Site”, as that term is used herein, shall mean the site for delivery, DDP.

Section 3. TERM OF AGREEMENT. This Agreement shall begin upon Effective Date and shall end on the earlier of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A.

Section 4. REQUEST FOR GOODS. At such time that Agency determines to have Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided (“Requested Goods”), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Goods shall be delivered. Supplier shall have seven calendar days from the date of the Agency’s issuance of the Purchase Order in which to respond in writing that Supplier chooses not to provide the Requested Goods. If Supplier agrees to provide the Requested Goods, begins to provide the Requested Goods, or does not respond within the seven day period specified, then Supplier will have agreed to provide the Requested Goods on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 5. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND (\$2,500,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

- 5.1 **Invoices.** Supplier shall have ninety (90) days after the delivery of Goods to invoice Agency for all amounts due and outstanding under this Agreement. Supplier shall include the number of the Purchase Order which authorized the Goods for which Supplier is seeking payment. In the event Supplier fails to invoice Agency for all amounts due within such ninety (90) day period, Supplier waives its right to collect payment from Agency for such amounts. All invoices shall be submitted to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
AcctsPayable@ncpa.com

- 5.2 **Payment.** Agency shall pay all invoices within thirty (30) days of the receipt of any invoice for Goods satisfactorily received.
- 5.3 **Timing for Submittal of Final Invoice.** Supplier shall have ninety (90) days after delivery of the Requested Goods to submit its final invoice for the Requested Goods. In the event Supplier fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Supplier is deemed to have waived its right to collect its final payment for the Requested Goods from Agency.

Section 6. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Supplier, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 6.1 **Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000) per accident.
- 6.2 **Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$3,000,000 per each accident, with \$5,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.
- 6.3 **Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Supplier in regard to this Agreement with not less than \$3,000,000/\$5,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage.

6.4 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

6.5 All Policies Requirements.

6.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy adding the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing.

6.5.2 Notice of Reduction in or Cancellation of Coverage. Supplier agrees to provide at least thirty (30) days prior written notice of any cancellation or reduction in scope or amount of the insurance required under this Agreement.

6.5.3 Waiver of Subrogation. Supplier agrees to waive subrogation which any insurer of Supplier may acquire from Supplier by virtue of the payment of any loss. Supplier agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

6.5.4 Self-Insured Retention. Supplier shall declare the amount of the self-insured retention to the Agency; the amount shall be not more than \$100,000.

6.6 Pollution Insurance. If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on "an occurrence" basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

Section 7. WARRANTY. In addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Supplier, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; are suitably safe and sufficient for the purpose for which they are normally used; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with all applicable engineering, construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all with the degree of high quality and workmanship expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof, unless Supplier's warranty is for greater than one (1) year, in which case Supplier's warranty shall be applied), the Goods provided by Supplier under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Supplier shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

- 8.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Supplier from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Supplier acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 8.2 Scope.** Supplier shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Supplier, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 8.3 Transfer of Title.** Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to

receive a “No Further Action Required” or “Closure Letter” from the appropriate regulatory authority.

Section 9. MISCELLANEOUS PROVISIONS.

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 9.7 Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.
- 9.8 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.9 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 9.10 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.11 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

9.12 Conflict of Interest. Supplier may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Supplier in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Supplier shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

9.13 Contract Administrator. This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.

9.14 Notices. Any written notice to Supplier shall be sent to:

Pacific Star Chemical, LLC dba Northstar Chemical, Inc.
Attention: Matt Werger, General Manager
14200 SW Tualatin-Sherwood Road
Sherwood, OR 97140

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

9.15 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Supplier agree to resolve the dispute in accordance with the following:

9.15.1 Each party shall designate a senior management or executive level representative to negotiate any dispute.

- 9.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 9.15.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 9.15.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 9.15.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 9.15.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 9.16** **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.
- 9.17** **Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.
- 9.18** **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 9.19** **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.
- 9.20** **Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

PACIFIC STAR CHEMICAL, LLC dba
NORTHSTAR CHEMICAL, INC.

Date: _____

Date: _____

RANDY S. HOWARD,
General Manager

MATHEW WERGER,
General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

PURCHASE LIST

As requested by Agency, Supplier shall provide Equipment, Materials and Supplies ("Goods") including:

Anhydrous Ammonia (R Grade)	No Bid
Aqueous Ammonia 19%	No Bid
Hydrated Lime 90%	No Bid
Magnesium Oxide \geq 93%	No Bid
Magnesium Sulfate 30%	\$0.20/Lb
Sodium Bisulfite 40%	No Bid
Sodium Hydroxide 15% (Caustic Soda)	\$0.97/Lb
Sodium Hypochlorite 12.5% (Bleach)	46K-Bulk \$0.109/Lb 12K-S-Bulk \$1.82/G
Sulfuric Acid 93%	\$0.089/Lb

Should additional chemicals be needed, pricing will be quoted at that time.

All delivery vehicles shall be labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any and all jurisdictions having control over said delivery truck operations.

NCPA acknowledges that Supplier's chemical pricing may be subject to change every six to twelve (6 -12) months. NCPA shall compensate Supplier in accordance with such price list revisions, provided, however, that (1) Supplier shall provide NCPA with written notice of such bi-annual revisions thirty (30) days in advance; and (2) regardless of such price list revisions, total compensation for all tasks, including all chemicals delivered under this Agreement, shall not exceed the amount set forth in Section 5 (Compensation) of this Agreement.

EXHIBIT B

CERTIFICATION

Affidavit of Compliance for Suppliers

I, _____

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

Pacific Star Chemical, LLC dba Northstar Chemical, Inc.

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

do hereby certify that the below-named company has prepared and implemented security plans in conformity with 49 CFR 172, subpart I and has conducted employee background investigations in conformity with 49 CFR 172.802(a), as the same may be amended from time to time,

Pacific Star Chemical, LLC dba Northstar Chemical, Inc.

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 __.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.



16

Commission Staff Report

Date: January 20, 2021

COMMISSION MEETING DATE: January 28, 2021

SUBJECT: Basic Energy Services LP – Five Year Multi-Task General Services Agreement for Injection Well Related Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

FROM: Joel Ledesma <i>JL</i> Assistant General Manager	METHOD OF SELECTION: N/A
Division: Generation Services	<i>If other, please describe:</i>
Department: Combustion Turbines	

IMPACTED MEMBERS:		
All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>		
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RECOMMENDATION:

Approve Resolution 21-03 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Basic Energy Services LP for injection well related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA.

BACKGROUND:

NCPA's Lodi Energy Center ("LEC") has an injection well to dispose of water from the facility. The well needs to be maintained to continue to function efficiently. The vendors that perform the types of services needed to maintain LEC's injection well most often work in the oil and gas industry. NCPA has had difficulty finding vendors to perform this work for a public entity because of the required compliance with prevailing wage and similar laws. NCPA currently has only one vendor under contract that can provide these types of services, Halliburton Energy Services, Inc. Thus, Basic Energy Services LP and its related company, C&J Well Services Inc. would provide a second entity from which NCPA could obtain injection well maintenance. Both Basic Energy Services and C&J Well Services are new vendors to NCPA. Because Basic Energy Services LP and C&J Well Services Inc. are related companies, should the Commission approve the contracts with Basic Energy Services and C&J Well Services, NCPA will have at least two entities, Basic Energy Services/C&J Well Services and Halliburton, to bid for injection well services. Numerous other vendors have refused to negotiate NCPA terms and conditions. Nonetheless, NCPA will continue to pursue multi-task agreements with other contractors who perform these services as the opportunity arises to further expand the pool of contractors who can support LEC's injection well maintenance needs.

Of note, Basic Energy Services, Inc. acquired C&J Well Services in early 2020 but both companies continue to operate under their individual corporate names. During contract negotiations, both C&J Well Services Inc. and Basic Energy Services LP informed NCPA that only one entity would be bidding on any upcoming work at one time. Nonetheless, NCPA will also need to be vigilant in contracting for these services knowing that Basic Energy Services and C&J Well Services are related and not independent entities.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on January 6, 2021. During the meeting, the Basic Energy Services, Inc. and C&J Well Services, Inc. relationships and expectation to only receive one bid were verbally shared with the Facilities Committee. The Facilities Committee recommended both agreements for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on January 11, 2021, and was approved.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Basic Energy Services LP

RESOLUTION 21-03

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH BASIC ENERGY SERVICES LP

(reference Staff Report #106:21)

WHEREAS, injection well related services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, Basic Energy Services LP is a provider of these services; and

WHEREAS, Basic Energy Services, Inc. acquired C&J Well Services in early 2020 but both companies continue to operate under their individual corporate names. During contract negotiations, both C&J Well Services Inc. and Basic Energy Services LP informed NCPA that only one entity would be bidding on any upcoming work at one time; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Basic Energy Services LP to provide such services as needed at all NCPA facilities in an amount not to exceed \$1,000,000 over five years; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with Basic Energy Services LP, for injection well related services, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ___ day of ___, 2021 by the following vote on roll call:

Table with 4 columns: Agency Name, Vote, Abstained, Absent. Rows include Alameda, San Francisco BART, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, Shasta Lake, Truckee Donner, Ukiah, Plumas-Sierra.

DAVID HAGELE
CHAIR

ATTEST: CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
BASIC ENERGY SERVICES, L.P.**

This Multi-Task General Services Agreement (“Agreement”) is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 (“Agency”) and Basic Energy Services, LP, a limited partnership with offices located at 801 Cherry St, Suite 2100, Fort Worth Texas 76102 (“Contractor”) (Agency and Contractor together sometimes referred to as the “Parties”) as of _____, 20__ (“Effective Date”) in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or goods described in the Scope of Work attached hereto as Exhibit A and incorporated herein (“Work”).

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards generally observed in the oilfield services industry in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified, and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4** [Intentionally omitted.]
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed (“Requested Work”), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency’s issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work or begins to perform the Requested Work then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits. If Contractor does not agree to perform the Requested Work or does not begin to perform the

Requested Work within the seven-day period specified, then Contractor will be deemed to have declined to perform the Requested Work.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION** dollars (\$1,000,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
AcctsPayable@ncpa.com

2.2 Monthly Payment. Agency shall make monthly payments, based on invoices received, for Work performed in accordance with the Agreement and applicable Purchase Order, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 Payment of Taxes. Contractor is solely responsible for the payment of all federal, state, and local taxes, including employment taxes, incurred under this Agreement.

2.4 Authorization to Perform Work. The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

2.5 Timing for Submittal of Final Invoice. Contractor shall have one hundred and twenty (120) days after completion of the Requested Work to submit its final initial invoice for the Requested Work. For the avoidance of doubt, this time period shall not apply to invoices which are being re-submitted at the request of Agency or upon the resolution of a dispute between Agency and Contractor concerning any such invoice. In the event Contractor fails to submit an invoice to Agency for any amounts due within the one hundred and twenty (120) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.

Section 4. INSURANCE REQUIREMENTS. Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

4.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of one million dollars (\$1,000,000.00) per accident.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile

equipment to the extent coverage may be excluded from general liability insurance.

4.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

4.3 [Intentionally omitted.]

4.4 Pollution Insurance. If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed five hundred thousand dollars (\$500,000.00) per claim. Such insurance shall be on "an occurrence" basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

4.5 All Policies Requirements.

4.5.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.5.2 Notice of Reduction in or Cancellation of Coverage. Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.5.3 [Intentionally omitted.]

4.5.4 [Intentionally omitted.]

4.5.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the

payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents, and subcontractors.

4.6 Contractor's Obligation. Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

4.7 Agency's Obligation. The Parties hereto agree that Agency, in support of its indemnity obligations and other liabilities assumed under this Agreement, and for the benefit of Contractor, shall also have insurance obligations such that it shall have in effect at all times during the term of this Agreement coverages of the same type, in the same amounts, and on the same reciprocal terms stipulated to be carried by Contractor herein as set forth in Sections 4.1 and 4.2 hereof.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

5.2 Contractor's Indemnity of Agency. Contractor shall indemnify, defend, and hold harmless the Agency Group (as defined below) from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature (the "Claims") brought by, through, or derived from any member of Contractor Group (as defined below), where such Claims arise out of or in connection with any injury, illness or death, or the loss or damage to property of any member of Contractor Group, except as caused by the sole negligence of Agency.

5.3 Agency's Indemnity of Contractor. Agency shall indemnify, defend, and hold harmless the Contractor Group from and against all Claims brought by, through, or derived from any member of Agency Group, where such claims arise out of or in connection with any injury, illness or death, or the loss or damage to property of any member of Agency Group, except as caused by the sole negligence of Contractor.

5.4 Pollution Indemnity and Responsibilities.

- (a) **Contractor's Responsibilities:** Contractor shall assume all responsibility for and shall release, protect, defend, indemnify and hold harmless Agency Group from and against Claims for the cost of controlling, removing, or cleaning up pollution or contamination, that originates from Contractor Group's property, equipment, or vessels from spills or leaks of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballasts, bilge, garbage, sewerage, and any other liquids and materials which are under its sole custody and control and used in the performance of the Work.
- (b) **Agency's Responsibilities:** Agency shall be liable for and shall release, protect, defend, indemnify and hold harmless Contractor Group from and against Claims for the cost of controlling, removing, or cleaning up all other pollution or contamination other than that which is described in Article 5.4(a).

5.5 Underground Property. Notwithstanding any other provision in this Agreement to the contrary, Agency shall assume and shall release, defend, indemnify, and hold harmless Contractor against any claim, liability, cost and expense, arising from or as a result of for (i) blowout, cratering, fire, explosion, and/or killing or control of any well which shall become out of control for any reason, including but not limited to debris removal; (ii) loss or damage to the well and/or wellbore (including casing and associated materials and services), and (iii) loss or damage of any subsurface geological formation or strata and loss of any oil or gas, except as caused by the sole negligence of Contractor.

5.6 Contractor's Downhole Equipment. Notwithstanding any other provision in this Agreement to the contrary, Agency agrees that it shall be liable at all times for all damages, destruction, or loss of any of Contractor's instruments, equipment or tools used below the rotary table, whether owned by, rented by or owned by a third party but under Contractor Group's control ("Downhole Equipment") occurring while such Downhole Equipment is in the wellbore, except to the extent such loss or damage is due to the sole negligence, gross negligence, or willful misconduct of Contractor Group. Agency, at its risk and expense, shall attempt to recover any lost or damaged Downhole Equipment, unless such lost or damaged Downhole Equipment is caused by the sole negligence, gross negligence, or willful misconduct of Contractor Group. In the event such Downhole Equipment is lost or destroyed or recovered damaged, Agency shall pay Contractor for either (i) the cost to repair such Downhole Equipment to its condition just prior to damage or (ii) Contractor's replacement cost for such Downhole Equipment, unless such lost or damaged Downhole Equipment is caused by the sole negligence, gross negligence, or willful misconduct of Contractor Group.

5.7 Contractor's Rental Equipment. Notwithstanding any other provision in this Agreement to the contrary, all other equipment rented or leased (not including Downhole Equipment, which shall be governed by Section 5.6) by Contractor to Agency that is lost or damaged while in Agency's sole care, custody and control, shall be paid by Agency to Contractor at either (i) Contractor's replacement cost or (ii) Contractor's cost for all repairs necessary to restore such equipment to its condition just prior to damage. Accrued rental charges cannot be applied against the purchase price or cost of repairs of such damaged or lost equipment.

5.8 EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, IT IS THE INTENT OF THE PARTIES THAT ALL INDEMNITY OBLIGATIONS AND/OR LIABILITIES AND RELEASES ASSUMED BY SUCH PARTIES UNDER TERMS OF THIS ARTICLE 5 SHALL, UNLESS OTHERWISE PROVIDED IN THIS ARTICLE 5, APPLY TO ANY CLAIMS WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING PREEXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, BREACH OF REPRESENTATION (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT (INCLUDING BREACH OF THIS AGREEMENT), BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, DEFECT OF PREMISES, AND BREACHES OF EXPRESS OR IMPLIED WARRANTIES, OR THE NEGLIGENCE OF ANY OF THE PARTIES, INCLUDING THE INDEMNIFIED PARTY OR PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONTRIBUTORY, OR CONCURRENT, ACTIVE OR PASSIVE OR ANY OTHER THEORY OF LEGAL LIABILITY, AND EVEN IF CAUSED IN CONNECTION WITH THE INGRESS, EGRESS, LOADING, OR UNLOADING OF PERSONNEL OR CARGO.

5.9 For the purposes of this Agreement:

"Contractor Group" shall mean, whether individually or collectively: (i) the Contractor, its parent, subsidiary and affiliate or related companies; (ii) its and their joint owners, partners, joint venturers, co-licensees, if any, and their respective parents, subsidiary and affiliate or related companies, and vessels; (iii) the contractors and subcontractors of every tier of (i) and (ii); and (iv) the agents, consultants, underwriters, insurers, invitees and employees, directors and/or officers of all of the foregoing.

"Agency Group" shall mean, whether individually or collectively: (i) the Agency, its officers, officials, and commissioners; (ii) its and their joint owners, partners, joint venturers, non-operators, co-lessees, or co-licensees, who wholly or partially receive the benefits of the Work, and their respective parents, subsidiary and affiliate or related companies; (iii) the contractors and subcontractors of every tier of (i) and (ii) (other than members of the Contractor Group); and (iv) the agents, consultants, underwriters, insurers, invitees and employees, directors and/or officers of all of the foregoing.

5.10 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT NOR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS INTERRUPTIONS INCLUDING LOSS OR DELAY OF PRODUCTION, HOWEVER SAME MAY BE CAUSED. THE FOREGOING SHALL NOT AFFECT OR ALTER THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS HEREUNDER.

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents, and subcontractors of Contractor.

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Contractor.

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses,

permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular,

Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for Work completed in accordance with the Agreement and applicable Purchase Order as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

8.2 Amendments. The Parties may amend this Agreement only by a writing signed by both of the Parties.

8.3 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

8.4 Options upon Breach by Contractor. If Contractor materially breaches any of the material terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work. Such amount shall not exceed 150% of the amount originally invoiced or quoted to Company by Contractor under the original Purchase Order for such Work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans,

studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports, and other documents.

9.2 Contractor's Books and Records. Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer, or disclosure of such Confidential Information.

9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

9.4.3.1 Disclosure to employees, agents, contractors, subcontractors, or other representatives of Receiving Party that have a need to know in connection with this Agreement.

9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors, and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

10.2 Contractor's Equipment, Tools, Supplies and Materials. Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies, or materials required for performing the Work,

whether owned, leased or rented. Except as otherwise provided this Agreement, Agency shall not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency shall be solely as an accommodation and the Agency shall not have liability therefor. Except as otherwise provided by this Agreement, Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. Notwithstanding any other provision of this Agreement, all materials and supplies used by Contractor in the Work shall be new and in good condition.

- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency.

Section 11. WARRANTY.

- 11.1 Nature of Work.** Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including generally accepted oilfield servicing standards and practices, and in accordance with the terms of this Agreement. The foregoing warranty on Contractor's services shall be in effect for a period of thirty (30) days from the date such services are accepted in writing as complete by Agency
- 11.2 Deficiencies in Work.** Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the applicable warranty period thirty (30) day period following completion of the Work, any services provided by Contractor under this Agreement fail due to defects in workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency during such applicable warranty period, replace or repair the same to Agency's reasonable satisfaction.
- 11.3 Assignment of Warranties.** Agency acknowledges and agrees that Contractor is not a manufacturer or merchant (as that term is defined in the Uniform Commercial Code) of any goods or materials which it may furnish to Agency incidental to its services. Notwithstanding anything to the contrary in this Agreement, with respect to any such goods or materials, Contractor's warranty liability shall be limited to the assignment of such third-party manufacturer's warranty to Agency upon the delivery or installation of such goods or materials, to the extent such warranties are assignable. Contractor agrees to assist Agency

in obtaining repairs or replacements if such goods or materials are covered by a warranty from such third-party manufacturer.

- 11.4 Warranty Limitation.** Contractor makes no warranty with regards to Work (i) that has been materially repaired or altered by Agency or a third party not under Contractor Group's control or direction, (ii) that has failed due to Agency's lack of compliance with recommended maintenance procedures provided by Contractor or (iii) which requires replacement due to normal wear and tear. **The warranties in this Agreement are exclusive and in lieu of all other representations, warranties and covenants, express, statutory or implied, with respect to the Work and any defects therein of any nature whatever, including without limitation warranties of merchantability or fitness for a particular purpose. Contractor's liability and Agency's sole remedy under these warranties shall be limited to the repair, replacement, or refund of the purchase price of such defective Work or parts thereof. Without limiting the foregoing, Contractor makes no warranty, express or implied, as to the results that may be obtained from the use of Contractor's services, data or materials provided hereunder.**

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State, and local regulations and shall comply with all site programs established by Agency.

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

- 12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 [Intentionally omitted.]

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

13.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

13.6 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

13.7 Contract Administrator. This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

13.8 Notices. Any written notice to Contractor shall be sent to:

Legal Contracts
Basic Energy Services, LP
801 Cherry Street, Suite 2100
Fort Worth, TX 76102
notices@basices.com

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute.
 - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq* nor shall it be interpreted to prevent Contractor from claiming, filing, or enforcing any liens.
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits

shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

13.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.14 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

BASIC ENERGY SERVICES, LP
By: Basic Energy Services GP, LLC
Its sole general partner

Date _____

Date _____

RANDY S. HOWARD,
General Manager

MICHAEL STURM,
Vice President, Marketing

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Ruthann G. Ziegler, Assistant General Counsel

EXHIBIT A

SCOPE OF WORK

Basic Energy Services LP ("Contractor") shall provide injection well related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency.

Services to include, but not be limited to the following:

- Drilling / Production / Workover Rigs – Singles and doubles
- Initial Completion of new wells
- Re-completion of existing wells
- Lateral drilling and completions
- Full-Service Kill Trucks 5K-15K PSI for well killing
- Re-Drilling of existing wells
- Mechanical tubing and casing maintenance
- Maintenance work related to downhole equipment

No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Pricing for projects will be quoted at time services are needed.

NOTE: As a public agency, NCPA shall not reimburse Contractor for travel, food, and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit) (Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit) (Title)

do hereby certify that the below-named company has prepared and implemented security plans in conformity with 49 CFR 172, subpart I and has conducted employee background investigations in conformity with 49 CFR 172.802(a), as the same may be amended from time to time,

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 __.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

EXHIBIT E

**ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND**

**MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT**

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement (“Agreement” solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



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Commission Staff Report

Date: January 20, 2021

COMMISSION MEETING DATE: January 28, 2021

SUBJECT: C&J Well Services, Inc. – Five Year Multi-Task General Services Agreement for Injection Well Related Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

FROM: Joel Ledesma <i>J.L.</i> Assistant General Manager	METHOD OF SELECTION: N/A
Division: Generation Services	<i>If other, please describe:</i>
Department: Combustion Turbines	

IMPACTED MEMBERS:		
All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>		
<hr/>		
<hr/>		

RECOMMENDATION:

Approve Resolution 21-04 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with C&J Well Services, Inc. for injection well related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA.

BACKGROUND:

NCPA's Lodi Energy Center ("LEC") has an injection well to dispose of water from the facility. The well needs to be maintained to continue to function efficiently. The vendors that perform the types of services needed to maintain LEC's injection well most often work in the oil and gas industry. NCPA has had difficulty finding vendors to perform this work for a public entity because of the required compliance with prevailing wage and similar laws. NCPA currently has only one vendor under contract that can provide these types of services, Halliburton Energy Services, Inc. Thus, C&J Well Services Inc. and its related company, Basic Energy Services LP would provide a second entity from which NCPA could obtain injection well maintenance. Both C&J Well Services Inc. and Basic Energy Services are new vendors to NCPA. Because Basic Energy Services LP and C&J Well Services Inc. are related companies, should the Commission approve the contracts with Basic Energy Services and C&J Well Services, NCPA will have at least two entities, Basic Energy Services/C&J Well Services and Halliburton, to bid for injection well services. Numerous other vendors have refused to negotiate NCPA terms and conditions. Nonetheless, NCPA will continue to pursue multi-task agreements with other contractors who perform these services as the opportunity arises to further expand the pool of contractors who can support LEC's injection well maintenance needs.

Of note, Basic Energy Services, Inc. acquired C&J Well Services in early 2020 but both companies continue to operate under their individual corporate names. During contract negotiations, both C&J Well Services Inc. and Basic Energy Services LP informed NCPA that only one entity would be bidding on any upcoming work at one time. Nonetheless, NCPA will also need to be vigilant in contracting for these services knowing that Basic Energy Services and C&J Well Services are related and not independent entities.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on January 6, 2021. During the meeting, the Basic Energy Services, Inc. and C&J Well Services, Inc. relationships and expectation to only receive one bid were verbally shared with the Facilities Committee. The Facilities Committee recommended both agreements for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on January 11, 2021, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with C&J Well Services, Inc.

RESOLUTION 21-04

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH C&J WELL
SERVICES, INC.

(reference Staff Report #107:21)

WHEREAS, injection well related services are required from time to time for the operation and
maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, C&J Well Services, Inc. is a provider of these services; and

WHEREAS, Basic Energy Services, Inc. acquired C&J Well Services in early 2020 but both companies
continue to operate under their individual corporate names. During contract negotiations, both C&J Well
Services Inc. and Basic Energy Services LP informed NCPA that only one entity would be bidding on any
upcoming work at one time; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with C&J Well
Services, Inc. to provide such services as needed at all NCPA facilities in an amount not to exceed \$1,000,000
over five years; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the
physical environment and is therefore not a "project" for purposes of Section 21065 the California
Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency
authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with
C&J Well Services, Inc., for injection well related services, with any non-substantial changes as approved by
the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned
and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ___ day of ___, 2021 by the following vote
on roll call:

Table with 4 columns: Agency Name, Vote, Abstained, Absent. Rows include Alameda, San Francisco BART, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, Shasta Lake, Truckee Donner, Ukiah, Plumas-Sierra.

DAVID HAGELE
CHAIR

ATTEST: CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
C&J WELL SERVICES, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and C&J Well Services, Inc., a Delaware Corporation with offices located at 801 Cherry St, Suite 2100, Fort Worth Texas 76102 ("Contractor") (Agency and Contractor together sometimes referred to as the "Parties") as of _____, 20__ ("Effective Date") in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or goods described in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards generally observed in the oilfield services industry in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified, and experienced to provide the Work set forth herein.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 [Intentionally omitted.]
- 1.5 **Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work or begins to perform the Requested Work then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits. If Contractor does not agree to perform the Requested Work or does not begin to perform the

Requested Work within the seven-day period specified, then Contractor will be deemed to have declined to perform the Requested Work.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION** dollars (\$1,000,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
AcctsPayable@ncpa.com

2.2 Monthly Payment. Agency shall make monthly payments, based on invoices received, for Work performed in accordance with the Agreement and applicable Purchase Order, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 Payment of Taxes. Contractor is solely responsible for the payment of all federal, state, and local taxes, including employment taxes, incurred under this Agreement.

2.4 Authorization to Perform Work. The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

2.5 Timing for Submittal of Final Invoice. Contractor shall have one hundred and twenty (120) days after completion of the Requested Work to submit its final initial invoice for the Requested Work. For the avoidance of doubt, this time period shall not apply to invoices which are being re-submitted at the request of Agency or upon the resolution of a dispute between Agency and Contractor concerning any such invoice. In the event Contractor fails to submit an invoice to Agency for any amounts due within the one hundred and twenty (120) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.

Section 4. INSURANCE REQUIREMENTS. Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

4.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of one million dollars (\$1,000,000.00) per accident.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile

equipment to the extent coverage may be excluded from general liability insurance.

4.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

4.3 [Intentionally omitted.]

4.4 Pollution Insurance. If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed five hundred thousand dollars (\$500,000.00) per claim. Such insurance shall be on "an occurrence" basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

4.5 All Policies Requirements.

4.5.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.5.2 Notice of Reduction in or Cancellation of Coverage. Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.5.3 [Intentionally omitted.]

4.5.4 [Intentionally omitted.]

4.5.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the

payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents, and subcontractors.

4.6 Contractor's Obligation. Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

4.7 Agency's Obligation. The Parties hereto agree that Agency, in support of its indemnity obligations and other liabilities assumed under this Agreement, and for the benefit of Contractor, shall also have insurance obligations such that it shall have in effect at all times during the term of this Agreement coverages of the same type, in the same amounts, and on the same reciprocal terms stipulated to be carried by Contractor herein as set forth in Sections 4.1 and 4.2 hereof.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

5.2 Contractor's Indemnity of Agency. Contractor shall indemnify, defend, and hold harmless the Agency Group (as defined below) from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature (the "Claims") brought by, through, or derived from any member of Contractor Group (as defined below), where such Claims arise out of or in connection with any injury, illness or death, or the loss or damage to property of any member of Contractor Group, except as caused by the sole negligence of Agency.

5.3 Agency's Indemnity of Contractor. Agency shall indemnify, defend, and hold harmless the Contractor Group from and against all Claims brought by, through, or derived from any member of Agency Group, where such claims arise out of or in connection with any injury, illness or death, or the loss or damage to property of any member of Agency Group, except as caused by the sole negligence of Contractor.

5.4 Pollution Indemnity and Responsibilities.

- (a) Contractor's Responsibilities:** Contractor shall assume all responsibility for and shall release, protect, defend, indemnify and hold harmless Agency Group from and against Claims for the cost of controlling, removing, or cleaning up pollution or contamination, that originates from Contractor Group's property, equipment, or vessels from spills or leaks of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballasts, bilge, garbage, sewerage, and any other liquids and materials which are under its sole custody and control and used in the performance of the Work.
- (b) Agency's Responsibilities:** Agency shall be liable for and shall release, protect, defend, indemnify and hold harmless Contractor Group from and against Claims for the cost of controlling, removing, or cleaning up all other pollution or contamination other than that which is described in Article 5.4(a).

5.5 Underground Property. Notwithstanding any other provision in this Agreement to the contrary, Agency shall assume and shall release, defend, indemnify, and hold harmless Contractor against any claim, liability, cost and expense, arising from or as a result of for (i) blowout, cratering, fire, explosion, and/or killing or control of any well which shall become out of control for any reason, including but not limited to debris removal; (ii) loss or damage to the well and/or wellbore (including casing and associated materials and services), and (iii) loss or damage of any subsurface geological formation or strata and loss of any oil or gas, except as caused by the sole negligence of Contractor.

5.6 Contractor's Downhole Equipment. Notwithstanding any other provision in this Agreement to the contrary, Agency agrees that it shall be liable at all times for all damages, destruction, or loss of any of Contractor's instruments, equipment or tools used below the rotary table, whether owned by, rented by or owned by a third party but under Contractor Group's control ("Downhole Equipment") occurring while such Downhole Equipment is in the wellbore, except to the extent such loss or damage is due to the sole negligence, gross negligence, or willful misconduct of Contractor Group. Agency, at its risk and expense, shall attempt to recover any lost or damaged Downhole Equipment, unless such lost or damaged Downhole Equipment is caused by the sole negligence, gross negligence, or willful misconduct of Contractor Group. In the event such Downhole Equipment is lost or destroyed or recovered damaged, Agency shall pay Contractor for either (i) the cost to repair such Downhole Equipment to its condition just prior to damage or (ii) Contractor's replacement cost for such Downhole Equipment, unless such lost or damaged Downhole Equipment is caused by the sole negligence, gross negligence, or willful misconduct of Contractor Group.

5.7 Contractor's Rental Equipment. Notwithstanding any other provision in this Agreement to the contrary, all other equipment rented or leased (not including Downhole Equipment, which shall be governed by Section 5.6) by Contractor to Agency that is lost or damaged while in Agency's sole care, custody and control, shall be paid by Agency to Contractor at either (i) Contractor's replacement cost or (ii) Contractor's cost for all repairs necessary to restore such equipment to its condition just prior to damage. Accrued rental charges cannot be applied against the purchase price or cost of repairs of such damaged or lost equipment.

5.8 EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, IT IS THE INTENT OF THE PARTIES THAT ALL INDEMNITY OBLIGATIONS AND/OR LIABILITIES AND RELEASES ASSUMED BY SUCH PARTIES UNDER TERMS OF THIS ARTICLE 5 SHALL, UNLESS OTHERWISE PROVIDED IN THIS ARTICLE 5, APPLY TO ANY CLAIMS WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING PREEXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, BREACH OF REPRESENTATION (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT (INCLUDING BREACH OF THIS AGREEMENT), BREACH OF STATUTORY DUTY, BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, DEFECT OF PREMISES, AND BREACHES OF EXPRESS OR IMPLIED WARRANTIES, OR THE NEGLIGENCE OF ANY OF THE PARTIES, INCLUDING THE INDEMNIFIED PARTY OR PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONTRIBUTORY, OR CONCURRENT, ACTIVE OR PASSIVE OR ANY OTHER THEORY OF LEGAL LIABILITY, AND EVEN IF CAUSED IN CONNECTION WITH THE INGRESS, EGRESS, LOADING, OR UNLOADING OF PERSONNEL OR CARGO.

5.9 For the purposes of this Agreement:

"Contractor Group" shall mean, whether individually or collectively: (i) the Contractor, its parent, subsidiary and affiliate or related companies; (ii) its and their joint owners, partners, joint venturers, co-licensees, if any, and their respective parents, subsidiary and affiliate or related companies, and vessels; (iii) the contractors and subcontractors of every tier of (i) and (ii); and (iv) the agents, consultants, underwriters, insurers, invitees and employees, directors and/or officers of all of the foregoing.

"Agency Group" shall mean, whether individually or collectively: (i) the Agency, its officers, officials, and commissioners; (ii) its and their joint owners, partners, joint venturers, non-operators, co-lessees, or co-licensees, who wholly or partially receive the benefits of the Work, and their respective parents, subsidiary and affiliate or related companies; (iii) the contractors and subcontractors of every tier of (i) and (ii) (other than members of the Contractor Group); and (iv) the agents, consultants, underwriters, insurers, invitees and employees, directors and/or officers of all of the foregoing.

5.10 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT NOR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS INTERRUPTIONS INCLUDING LOSS OR DELAY OF PRODUCTION, HOWEVER SAME MAY BE CAUSED. THE FOREGOING SHALL NOT AFFECT OR ALTER THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS HEREUNDER.

Section 6. STATUS OF CONTRACTOR.

6.1 **Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents, and subcontractors of Contractor.

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Contractor.

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses,

permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular,

Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for Work completed in accordance with the Agreement and applicable Purchase Order as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the material terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

- 8.4.1** Immediately terminate the Agreement;
- 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.4.3** Retain a different Contractor to complete the Work not finished by Contractor; and/or
- 8.4.4** Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work. Such amount shall not exceed 150% of the amount originally invoiced or quoted to Company by Contractor under the original Purchase Order for such Work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans,

studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports, and other documents.

9.2 Contractor's Books and Records. Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

9.4 Confidential Information and Disclosure.

9.4.1 Confidential Information. The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer, or disclosure of such Confidential Information.

9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

9.4.3.1 Disclosure to employees, agents, contractors, subcontractors, or other representatives of Receiving Party that have a need to know in connection with this Agreement.

9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors, and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

10.2 Contractor's Equipment, Tools, Supplies and Materials. Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies, or materials required for performing the Work,

whether owned, leased or rented. Except as otherwise provided this Agreement, Agency shall not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency shall be solely as an accommodation and the Agency shall not have liability therefor. Except as otherwise provided by this Agreement, Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. Notwithstanding any other provision of this Agreement, all materials and supplies used by Contractor in the Work shall be new and in good condition.

- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency.

Section 11. WARRANTY.

- 11.1 Nature of Work.** Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including generally accepted oilfield servicing standards and practices, and in accordance with the terms of this Agreement. The foregoing warranty on Contractor's services shall be in effect for a period of thirty (30) days from the date such services are accepted in writing as complete by Agency
- 11.2 Deficiencies in Work.** Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the applicable warranty period thirty (30) day period following completion of the Work, any services provided by Contractor under this Agreement fail due to defects in workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency during such applicable warranty period, replace or repair the same to Agency's reasonable satisfaction.
- 11.3 Assignment of Warranties.** Agency acknowledges and agrees that Contractor is not a manufacturer or merchant (as that term is defined in the Uniform Commercial Code) of any goods or materials which it may furnish to Agency incidental to its services. Notwithstanding anything to the contrary in this Agreement, with respect to any such goods or materials, Contractor's warranty liability shall be limited to the assignment of such third-party manufacturer's warranty to Agency upon the delivery or installation of such goods or materials, to the extent such warranties are assignable. Contractor agrees to assist Agency

in obtaining repairs or replacements if such goods or materials are covered by a warranty from such third-party manufacturer.

- 11.4 Warranty Limitation.** Contractor makes no warranty with regards to Work (i) that has been materially repaired or altered by Agency or a third party not under Contractor Group's control or direction, (ii) that has failed due to Agency's lack of compliance with recommended maintenance procedures provided by Contractor or (iii) which requires replacement due to normal wear and tear. **The warranties in this Agreement are exclusive and in lieu of all other representations, warranties and covenants, express, statutory or implied, with respect to the Work and any defects therein of any nature whatever, including without limitation warranties of merchantability or fitness for a particular purpose. Contractor's liability and Agency's sole remedy under these warranties shall be limited to the repair, replacement, or refund of the purchase price of such defective Work or parts thereof. Without limiting the foregoing, Contractor makes no warranty, express or implied, as to the results that may be obtained from the use of Contractor's services, data or materials provided hereunder.**

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State, and local regulations and shall comply with all site programs established by Agency.

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.

- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** [Intentionally omitted.]

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1** **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2** **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3** **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

13.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

13.6 Conflict of Interest. Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

13.7 Contract Administrator. This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.

13.8 Notices. Any written notice to Contractor shall be sent to:

Legal Contracts
C&J Well Services, Inc.
801 Cherry Street, Suite 2100
Fort Worth, TX 76102
notices@basices.com

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute.
 - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq* nor shall it be interpreted to prevent Contractor from claiming, filing, or enforcing any liens.
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits

shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

13.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.14 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

C&J WELL SERVICES, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

MICHAEL STURM,
Vice President, Marketing

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Ruthann G. Ziegler, Assistant General Counsel

EXHIBIT A

SCOPE OF WORK

C&J Well Services, Inc. ("Contractor") shall provide injection well related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency.

Services to include, but not be limited to the following:

- Plug and Abandonment Services
- Single and Double Rigs
- On Locations Management and Design
- Location Restoration
- Fishing Tool Rental and Services
- Well Bore Cleanout
- Plug Setting and Retrieval
- Tubing Conveyed Perforating
- Drill Pipe and Tubing Rental
- Pressure-and-Flow Control Rental
- Pipe and Downhole Tool Retrieval
- Pipe Testing Support/Equipment (tanks, roll-offs, fluids)
- BOP Rentals
- Roustabout Services
- Coil Tubing Services
- Foaming Services
- Nitrogen Services

No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Pricing for projects will be quoted at time services are needed.

NOTE: As a public agency, NCPA shall not reimburse Contractor for travel, food, and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit) (Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

C&J Well Services, Inc.

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

EXHIBIT D
CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit) (Title)

do hereby certify that the below-named company has prepared and implemented security plans in conformity with 49 CFR 172, subpart I and has conducted employee background investigations in conformity with 49 CFR 172.802(a), as the same may be amended from time to time,

C&J Well Services, Inc.

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

EXHIBIT E

**ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND**

**MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT**

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement (“Agreement” solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

DATE: January 20, 2021

COMMISSION MEETING DATE: January 28, 2021

SUBJECT: Petro-Analytical, Inc. – Five Year Multi-Task General Services Agreement for Miscellaneous Fuel Tank Storage Maintenance Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities.

AGENDA CATEGORY: Consent

FROM:	Joel Ledesma <i>J.L.</i> Assistant General Manager	METHOD OF SELECTION:	N/A
Division:	Generation Services		
Department:	Geothermal		

IMPACTED MEMBERS:

All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Other <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	<i>If other, please specify.</i>

RECOMMENDATION:

Approval of Resolution 21-05 authorizing the General Manager or his designee to enter into a Five Year Multi-Task General Services Agreement with Petro-Analytical, Inc. for general fuel tank storage maintenance services, including UST system leak detection, monthly designated operator services, tank, piping, apparatus system, etc., with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 for use at the all facilities owned and/or operated by NCPA.

BACKGROUND:

General fuel tank storage maintenance services, including UST system leak detection, monthly designated operator services, tank, piping, apparatus system, etc., are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter multi-task enabling agreement with Petro-Analytical, Inc., so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA currently has an agreement in place for similar services with Stroupe Petroleum Maintenance, Inc.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. Bids are awarded to the vendor providing the overall best value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on January 6, 2021, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on January 11, 2021, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Petro-Analytical, Inc.

RESOLUTION 21-05

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH
PETRO-ANALYTICAL, INC.**

(reference Staff Report #108:21)

WHEREAS, for general fuel tank storage maintenance services, including UST system leak detection, monthly designated operator services, tank, piping, apparatus system, etc. services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, Petro-Analytical, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Petro-Analytical, Inc. to provide such services as needed at all NCPA facilities, in an amount not to exceed \$1,000,000 over five years; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorized the General Manager or his designee to enter into a Multi-Task General Services agreement with Petro-Analytical, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for general fuel tank storage maintenance services, including UST system leak detection, monthly designated operator services, tank, piping, apparatus system, etc. services, for use at all facilities owned and/or operated by NCPA.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2021, by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PETRO-ANALYTICAL, INC.**

This Multi-Task General Services Agreement (“Agreement”) is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 (“Agency”) and Petro-Analytical, Inc., a corporation with its office located at P.O. Box 2301, Orinda, CA 94563 (“Contractor”) (together sometimes referred to as the “Parties”) as of _____, 2020 (“Effective Date”) in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or goods described in the Scope of Work attached hereto as Exhibit A and incorporated herein (“Work”).

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency consistent with the terms of this Agreement.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed (“Requested Work”), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency’s issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION** dollars (\$1,000,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
AcctsPayable@ncpa.com

2.2 Monthly Payment. Agency shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 Payment of Taxes. Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.4 Authorization to Perform Work. The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

2.5 Timing for Submittal of Final Invoice. Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for

any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.

Section 4. INSURANCE REQUIREMENTS. Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

4.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

4.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

4.3 Professional Liability Insurance. Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection

with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

- 4.4 Pollution Insurance.** If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on "an occurrence" basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed, or controlled pursuant to any national, state, or local law, statute, ordinance, directive, regulation, or other legal requirement of the United States.

4.5 All Policies Requirements.

- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.5.3 Higher Limits. If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.

4.5.4 Additional Certificates and Endorsements. Not Applicable

4.5.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

4.6 Contractor's Obligation. Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

5.2 Scope. Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

5.3 Transfer of Title. If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused

thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site or elsewhere, Contractor agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable

Care Act. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Contractor.

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

8.2 Amendments. The Parties may amend this Agreement only by a writing signed by both of the Parties.

8.3 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

8.4 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in

confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

9.4.3.1 Disclosure to employees, agents, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools,

equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance,

provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency.

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.

- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

13.7 Contract Administrator. This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

13.8 Notices. Any written notice to Contractor shall be sent to:

K.W. "Bud" McCuaig
President
Petro-Analytical, Inc.
P.O. Box 2301
Orinda, CA 94563

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

13.9 Professional Seal. Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

13.10 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

13.11 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:

13.11.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;

- 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.
- 13.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 13.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

PETRO-ANALYTICAL, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

K.W. McCUAIG, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Petro-Analytical, Inc. ("contractor") shall provide routine, recurring, and usual fuel tank storage maintenance services to perform services as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency.

Services include but not limited to the following:

- UST System Leak Detection
- Monthly Designated Operator Services
- Veeder Root Alarm Services
- Provide Monitoring Certification and Spill Bucket Test
- Tank, Piping, Apparatus System
- Aboveground/Underground Fuel Storage Tank Services
- Underground Storage Tank Abandonment In-Place.

No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

The following labor and expense rates and compensation for services are valid for the NCPA Geothermal facility. Prices are subject to change with 30 days advance written notice to NCPA. If Contractor provides services under the Agreement which are subject to the payment of prevailing wages, Contractor will conform to prevailing wage rates.

Rates- Hours will be charged portal to portal at the following per hour rates:

- Journeymen -Straight Time- \$160.00; Over Time- \$240.00; Double Time- \$320.00
- Apprentice - Straight Time- \$120.00; Over Time- \$180.00; Double Time- \$240.00
- Rented Equipment will be billed at 20% above invoice.
- Purchased supplies, materials and rented equipment will be billed at 20% above invoice.
- Delivery charges will be billed at 20% above invoice.

Special Services- per task upon request:

- Designated Operator visits- \$170.00/visit
- UST system training- \$500.00/session
- Monitoring Certification and spill bucket testing- \$1,050.00/test
- Senior Consultant- \$350.00/hr.
- Mechanical Engineer- \$210.00/hr.
- Electrical Engineer- \$210.00/hr.
- Fuel System Project Manager- \$175.00/hr.
- Fuel System Technician- \$150.00/hr.
- Drafter- \$95.00/hr.
- Per Diem- \$220.00 per person

Pricing for services to be performed at other NCPA facility locations will be quoted at the time services re requested.

NOTE: As a public agency, NCPA shall not reimburse Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

do hereby certify that the below-named company has prepared and implemented security plans in conformity with 49 CFR 172, subpart I and has conducted employee background investigations in conformity with 49 CFR 172.802(a), as the same may be amended from time to time,

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 __.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

EXHIBIT E

**ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND**

**MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT**

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement (“Agreement” solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

Date: January 20, 2021

COMMISSION MEETING DATE: January 28, 2021

SUBJECT: 2021 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP). Applicable to the following projects: NCPA Geothermal facility.

AGENDA CATEGORY: Consent

FROM:	Joel Ledesma <i>J.L.</i> Assistant General Manager	METHOD OF SELECTION:	N/A
Division:	Generation Services	<i>If other, please describe:</i>	
Department:	Geothermal		

IMPACTED MEMBERS:			
All Members	<input type="checkbox"/>	City of Lodi	<input checked="" type="checkbox"/>
Alameda Municipal Power	<input checked="" type="checkbox"/>	City of Lompoc	<input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>
City of Biggs	<input checked="" type="checkbox"/>	City of Redding	<input type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Roseville	<input checked="" type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Santa Clara	<input checked="" type="checkbox"/>
			City of Shasta Lake <input type="checkbox"/>
			City of Ukiah <input checked="" type="checkbox"/>
			Plumas-Sierra REC <input checked="" type="checkbox"/>
			Port of Oakland <input type="checkbox"/>
			Truckee Donner PUD <input type="checkbox"/>
			Other <input checked="" type="checkbox"/>
		<i>If other, please specify</i>	Turlock

RECOMMENDATION:

Approve Resolution 21-06 delegating authority to the NCPA General Manager or his designee to enter into the 2021 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP) between NCPA and Geysers Power Company, LLC, with any non-substantial changes recommended and approved by NCPA General Counsel, for use at NCPA's Geothermal facility.

BACKGROUND:

The Southeast Geysers Effluent Pipeline (SEGEP) Project is a cooperative project between Lake County Sanitation District, Calpine, and NCPA that has been in operation since September 23, 1997. The project provides wastewater to The Geysers for the purposes of maintaining the reservoir pressure and increasing steam reserves of the geothermal field.

Calpine and NCPA share in the operating and maintenance costs for SEGEP, as detailed in the Steam Suppliers Joint Operating Agreement (JOA). Per the JOA, Electrical power to operate the pumps stations can be supplied by either Calpine or NCPA. The value of the electrical power is based on the Local Market Price. Calpine and NCPA either pays or reimburses the other entity for their share of electrical power. The payment or reimbursement is based on the volume of water each receive during a calendar year.

In addition, both Calpine and NCPA receive Bucket 0 Renewable Energy Credits (REC's) for the electrical power supplied to the effluent pipeline. Calpine as a private corporation is allowed to convert the Bucket 0 REC's into Bucket 3 REC's that are typically valued at \$0.50 to \$1.00 per MWhr. Members of NCPA, as a Public Agency, are allowed to convert the Bucket 0 REC's into Bucket 1 REC's that are typically valued around \$15 per MWhr.

A Fourth Amendment to the Steam Suppliers Joint Operating Agreement SEGEP Project was signed on March 2, 2018, which required NCPA to provide the entire power supply for the Bear Canyon Pump Stations except in outage situations. This allowed Calpine to sell power normally reserved for SEGEP on the Day Ahead market and receive higher valued Bucket 1 REC's. In return, Calpine compensated NCPA for its relative share of the electricity costs at the Local Market Price and further paid NCPA one half the value of a Bucket 1 REC or \$7.50 per MWhr for all electricity supplied to SEGEP.

This 2021 Amendment extends the term of the underlying agreement through March 1, 2022, and also clarifies the term "Electricity Percentage" for purposes of calculating the value of Bucket 1 REC's that Calpine will owe NCPA each month.

FISCAL IMPACT:

Approval of the 2021 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement for SEGEP will result in approximately \$60,000 to \$90,000 per year in revenue to NCPA.

ENVIRONMENTAL ANALYSIS:

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on January 6, 2021, and was recommended for Commission approval on Consent Calendar.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution
- Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP)
- 2021 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP)

RESOLUTION 21-06

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE 2021 AMENDMENT TO THE SECOND AMENDMENT AND RESTATEMENT OF THE STEAM SUPPLIERS JOINT OPERATING AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT (SEGEP)

(reference Staff Report #109:21)

WHEREAS, the Parties originally entered into a Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP) on July 25, 1995, which established and provided for certain terms and conditions relating to their participation in and responsibility for the operation of that portion of the Southeast Geysers Effluent Pipeline Project ("Project") which commences at the Point-of-Delivery and terminates at The Geysers Terminus; and

WHEREAS, the Parties executed "Amendment No. 1 to the Steam Suppliers Joint Operating Agreement" Southeast Geysers Effluent Pipeline Project on December 20, 2001 to recognize that Calpine had acquired the geothermal interests of PG&E and Unocal at The Geysers and therefore owned a 2/3 interest in all of the Steam Suppliers Facilities of the Project, to recognize that NCPA had entered into an agreement with Lake County Sanitation District to fund Basin 2000 Facilities to deliver additional effluent to the Project, and to provide how the Project Water was to be distributed among other issues; and

WHEREAS, the Parties entered into the "Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project", also referred to as Second Amendment and Restatement of the Agreement, ("Agreement") on September 18, 2003 to amend and restate certain terms and conditions relating to the Parties' participation in the Project, re-allocate the Parties' rights to the Project Water, and agree that each Parties' share of the monthly electricity costs needed to pump the Project Water would be equal to its percentage of the Project Water actually received for that month; and

WHEREAS, the Parties entered into a Third Amendment to the Agreement on November 7, 2007, regarding the solar array facilities owned by NCPA, referred to as the Solar Pumps Project, and its installation, operation, and maintenance; and

WHEREAS, Section 5.1.2 of the Agreement states that "[t]he Party required to supply the power to operate the three Bear Canyon Pump Stations in order to deliver the Project Water shall be established from time to time by the Parties", Section 6.5 of the Agreement states that "[e]ach Party's share of the pumping power costs shall be equal to its percentage of Project Water actually received for that month", and Exhibit A of the Agreement ("Exhibit A") identified the Parties' agreed-upon statement of the value of the electricity that NCPA would provide to pump the Project Water, specifically that NCPA would provide all electricity to operate the three Bear Canyon Pump Stations at a set price for the period April 01, 2003 through December 31, 2006; and

WHEREAS, the Parties agreed by letters dated December 20, 2006 to amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and the value of the electricity used for that power supply; and

WHEREAS, the Parties agreed by letter dated June 26, 2008 to further amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and the value of the electricity used for that power supply; and

WHEREAS, the Parties agreed by letter dated June 1, 2009 ("2009 Letter Agreement") to further amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and also to extend the term of Exhibit A for an additional 36 months; and

WHEREAS, the Parties agreed by letter dated October 28, 2010, to further amend Exhibit A regarding calculation of the Pumping Power to be supplied to the Bear Canyon Pump Stations; and

WHEREAS, between 2012 and the present, the Parties have agreed upon their relative responsibility for the electricity costs needed to operate the Bear Canyon Pump Stations in connection with the yearly budgeting process for Project operations and maintenance ("O&M") expenses, and have each year executed written agreements approving the Project's O&M budget (which includes line items for electricity costs for the Bear Canyon Pump Stations as well as the Calpine Share (as defined below)); and

WHEREAS, the Parties executed a further Amendment (Fourth Amendment) to the Agreement as of March 2, 2018, requiring that NCPA provide the entire power supply for the Bear Canyon Pump Stations, except in outage situations, and Calpine would compensate NCPA for its share of the electricity costs at the agreed upon price stated therein, for a two-year term; and

WHEREAS, the Parties wish to further revise the terms of Exhibit A to the Agreement, which requires that NCPA provide the entire power supply for the Bear Canyon Pump Stations except in outage situations, and that Calpine compensate NCPA for its relative share of such electricity costs at a revised agreed-upon index price, and extend the term of the agreement through March 1, 2022; and

WHEREAS, Geysers Power Company, LLC is an indirect wholly owned subsidiary of Calpine Corporation, founded in 1999, and the owner of 13 Geysers geothermal power plants and related assets, including the Southeast Geysers Effluent Pipeline; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency delegates authority to the NCPA General Manager or his designee to enter into the 2021 Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (SEGEP) between NCPA and Geysers Power Company, LLC, with any non-substantial changes recommended and approved by NCPA General Counsel, for use at NCPA's Geothermal facility.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2021 by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

 DAVID HAGELE
 CHAIR

ATTEST:

 CARY A. PADGETT
 ASSISTANT SECRETARY

**STEAM SUPPLIERS JOINT OPERATING AGREEMENT
SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT**

Among

**Northern California Power Agency
Calpine Geysers Company, L P.
Union Oil Company of California
NEC Acquisition Company
Thermal Power Company**

July, 1995

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STEAM SUPPLIERS JOINT OPERATING AGREEMENT

THIS STEAM SUPPLIERS JOINT OPERATING AGREEMENT (Agreement), is entered into this 25th day of JULY, 1995, by and between NORTHERN CALIFORNIA POWER AGENCY ("NCPA), UNION OIL COMPANY OF CALIFORNIA (Union Oil), NEC ACQUISITION COMPANY (NEC) and THERMAL POWER COMPANY (Thermal) (collectively herein "U-N-T"), and CALPINE GEYSERS COMPANY ("CGC"), referred to herein collectively as the "Parties".

RECITALS

WHEREAS, the Parties and Lake County Sanitation District (IACOSAN), by separate agreement intend to fund and construct a pipeline which will be known as the Southeast Geysers Effluent Pipeline Project (Project), to run from Clear Lake and the Southeast Regional and Middletown Treatment Plants to The Geysers Terminus, and which will deliver Effluent and Makeup Water (as defined in said agreement) for injection into The Geysers geothermal reservoir; and

WHEREAS, the Parties and LACOSAN, by separate agreement have provided for the operation of that portion of the Project which commences at Clear Lake and terminates at the Point-of-Delivery; and

WHEREAS, the Parties desire to enter into this Agreement to establish and provide for certain terms and conditions relating to their participation in and responsibility for the operation of that portion of the Project which commences at the Point-of-Delivery and terminates at The Geysers Terminus.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties hereto agree as follows:

1. DEFINITIONS

1.1 "Gross negligence" shall mean the want of even scant care or an extreme departure from the ordinary standard of conduct.

1.2 "Operation and Maintenance Work" shall mean all labor, services, and material required to operate the Steam Suppliers Facilities in compliance with their design specifications and prudent industry practices, and to maintain Steam Suppliers Facilities in good working order, and to monitor and mitigate any impact on the environment, in accordance with Mitigation Monitoring and Operation Plan adopted by the County of Lake on September 20, 1994.

1.3 "Point-of-Delivery" shall mean the intake side of the pump station to be located near the intersection of Bear Canyon Road and Highway 175. The exact location and design of the Point-of-Delivery shall be agreed upon in writing by the Parties.

1.4 "Project Water" shall mean that water which is delivered to the Parties by LACOSAN at the Point-of-Delivery pursuant to that certain Joint Operating Agreement for the Southeast Geysers Effluent Pipeline Project.

1.5 "Steam Suppliers Facilities" shall mean the pumps, pipeline, instrumentation and other property utilized directly in connection with transporting Project Water from the Point-of-Delivery to The Geysers Terminus.

1.6 "The Geysers Terminus" shall mean that location known as NCPA's "C" Pad, located in the northeast corner of Section 3, Township 10 North, Range 8 West, MDB&M in The Geysers field.

2. EFFECTIVE DATE

2.1 This Agreement shall be effective and binding when it has been duly executed by all Parties.

3. TERM

3.1 The term of this Agreement shall be for a period of twenty-five (25) years from the effective date hereof, unless this Agreement is sooner terminated pursuant to Section 15. If upon expiration of said term, the Parties elect to continue operations, the Parties agree to extend this Agreement for a term of not **less** than five (5) years.

4. OWNERSHIP INTERESTS

4.1 The Parties acknowledge, stipulate and agree that, for all purposes of this Agreement, the respective ownership interests of the Parties to this Agreement are:

<u>Party</u>	<u>Interest</u>
NCPA	One-Third (1/3)
U-N-T	One-Third (1/3)
CGC	One-Third (1/3)

For all purposes of this Agreement, unless specifically changed by agreement of the Parties, (i) all Steam Suppliers Facilities shall be owned by the Parties and, all costs and liabilities incurred in operations hereunder shall be borne and paid in the percentages set forth above in the column captioned "Interest"; and (ii) all Project Water delivered by IACOSAN to the Point-of-Delivery shall also be owned by the Parties in the percentages set forth above in the column captioned "Interest".

4.2 The Parties agree that though Union Oil, NEC and Thermal have each executed this Agreement, they shall jointly exercise all rights vested in U-N-T by this

Agreement but shall be severally liable for the performance of U-N-T's obligations to the other Parties to this Agreement to the extent, but only to the extent, that this Agreement provides that U-N-T is obligated to the other Parties. Union Oil shall be separately liable for fifty percent (50%) of U-N-T's obligations hereunder, and NEC and Thermal shall each be separately liable for twenty-five percent (**25%**) of U-N-T's obligations. This Section **4.2** shall take precedence over all other provisions of this Agreement that relate to the rights and obligations of the Parties and the relationships among them.

4.3 Union Oil hereby guarantees the performance of **NEC's** obligations under this agreement to the extent, but only to the extent, that NEC is obligated hereunder.

5. OPERATIONS AND MAINTENANCE

5.1 Operating Committee

5.1.1 Creation and Composition. An Operating Committee is hereby created consisting of one (1) member appointed by each Party to this Agreement designating in writing its respective representative and that representative's address to the other Parties. Such representatives may be changed from time to time in like manner. Such Committee shall meet in Santa Rosa, California, or at such other place as may be mutually agreed upon at the request of any member on ten (10) days' written notice, unless such notice is waived, for the purpose of reviewing operations and information pertaining to the progress of operations, and directing Operator with regard to operations hereunder. Operator or the member calling the meeting shall present an agenda together with the notice of such meeting. Relevant additional matters may be considered at the meeting but may not be approved until adequate notice is given to all members of the Operating Committee. Operator will keep the Operating committee informed of the progress of work and provide the members of the Operating Committee with all reports and information upon request.

5.1.2 Decisions of the Operating Committee. The Operating Committee shall approve the annual budgets authorized under this Agreement, and may approve any Authority for Expenditure as defined in Section 5.2.8. No action shall be taken by the Operating committee unless unanimous approval has been given by all voting members. Absent members may vote for agenda items by telefax or by mail addressed to Operator.

5.1.3 Voting Interests. Each member's voting interest shall be equal to the Interest of the Party as specified in Section 4.1.

5.1.4 Additional Parties. If a Party assigns its interest under this Agreement to another person or entity pursuant to Section 14, such assignee shall appoint a member to the Operating Committee.

5.1.5 Telephone Meetings. Any provision in this Section 5 to the contrary notwithstanding, meetings of the Operating Committee may be held by telephone if all members agree. If any meeting of the Operating Committee is held by telephone, all action and votes taken at such meeting shall be immediately confirmed in writing.

5.2 Operator

5.2.1 Designation of Operator. NCPA is hereby designated Operator of the Steam Suppliers Facilities and in such capacity shall have the right to conduct and manage the Steam Suppliers Facilities and Project Water for the account of the Parties hereto, subject, however, to the instructions of the Operating Committee and the provisions of this Agreement.

5.2.2 Operator's Performance. The Operator shall exercise its judgement and discretion in good faith and in accordance with the terms hereof. The Operator shall act in accordance with generally accepted engineering practices and will not violate the decisions of the Operating Committee. The Parties shall share all costs of Operator's action under this Agreement on the basis of the percentage interests set forth in Section

4.1 above, except for costs arising out of the gross negligence or wilful misconduct of the Operator.

5.2.3 Operator's Employees. The number of employees, their selection, the hours of labor and the compensation for services performed shall be determined by Operator. All such employees shall at all times remain the employees of Operator.

5.2.4 Liens and Encumbrances. Operator shall endeavor to keep the Steam Suppliers Facilities free and clear of any liens and encumbrances occasioned by the operations hereunder, provided, however that if any lien or encumbrance should attach, Operator shall promptly give notice of such lien or encumbrance to the other Parties.

5.2.5 Records. Operator shall keep correct books, accounts and records of all operations at Operator's Geysers office.

5.2.6 Reports. Operator shall furnish to the Parties such reports as the Operating Committee may require Operator to prepare from time to time, and shall no less frequently than quarterly furnish unaudited reports of operating costs and maintenance, and Project Water disbursement.

5.2.7 Budgets. Operator shall prepare and submit to the Operating Committee for approval a budget of estimated expenses for each fiscal year no later than the first day of May of each year. The fiscal year shall begin on July 1. Each budget shall separately identify any and all planned capital expenditures. Each budget shall enumerate the estimates by quarterly periods, describing each item in reasonable detail. Budgets shall be estimates only and may be amended as necessary by the Operating Committee. A copy of each budget and amended budget shall promptly be furnished to each Party.

5.2.8 Authority for Expenditure. An Authority for Expenditure ("AFE") is a document authorizing Operator *to* make expenditures for the purposes stated in the AFE. An AFE shall be submitted by Operator for approval by the Parties for:

1. All unbudgeted capital expenditures.
2. Budgeted single capital expenditures in excess of \$5,000.00.
3. Unbudgeted expenses in excess of \$5,000.00.

The AFE shall be prepared by Operator and submitted to each Party. An AFE must have unanimous approval of the Parties in order *to* be effective. Each Party shall have thirty (30) days in which to approve or not to approve the expenditure. A Party not responding within thirty (30) days will be deemed *to* have voted *to* approve the expenditure. If an AFE becomes effective, each Party is liable for any expenditures incurred in connection with the purposes stated in the AFE to the extent of its interest as specified in Section 4.1. An informational AFE may be submitted by Operator for expenditures not requiring approval.

5.2.9 Emergency Expenditures. Notwithstanding any other provision of this Agreement to the contrary, in the event of an emergency, as determined in good faith by Operator, the Operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency and each Party shall be liable for said expenditures on the basis of the percentage interests set forth in Section 4.1 above. Operator shall report to the Operating Committee as promptly as possible the nature of the emergency and the action taken.

5.2.10 Resignation or Removal of Operator. Operator may resign at any time by giving written notice thereof to the other Parties. If Operator terminates its legal existence, no longer holds an interest in the Steam Suppliers Facilities or if Operator becomes insolvent, bankrupt or is placed in receivership, it shall be deemed to have been removed without any action by the other Parties except the selection of a successor. Such resignation or removal shall not become effective until 7:00 o'clock A.M.

on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator, or removal or bankruptcy, insolvency or receivership unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after effective date of resignation or removal, shall be bound by the terms hereof as a non-operating Party. A change of corporate name or structure of Operator or transfer of Operator's interest to any single member entity or multiple member entity, parent or successor corporation or subsidiary shall not be the basis for removal of Operator.

5.2.11 Notwithstanding anything contained in Section 25.1 below, if a dispute between the Parties arises because Parties holding a majority interest believe that the Operator has failed or refused to carry out its duties hereunder or is no longer capable of serving as operator, the dispute shall be referred to arbitration according to the procedure specified in subsection 5.2.12 below. If it is determined by the arbitrator that Operator has failed or refused to carry out its duties hereunder or *is* no longer capable of operating as operator, the Parties shall immediately select a successor Operator by majority vote.

5.2.12 Arbitration: Notwithstanding anything contained in Section 16 below to the contrary, any dispute under Section 5.2.11 above shall be directly submitted to arbitration and a decision rendered within sixty (60) days of the allegation of the Parties holding a majority interest that the Operator has failed or refused to carry out its duties hereunder or is no longer capable of serving as operator.

If the Parties cannot agree on an arbitrator, they shall select the arbitrator from a list of three arbitrators experienced in complex disputes relating to electric utility operations to be submitted to the Parties by the American Association of Arbitrators. The Operator and the other Parties shall each be entitled to strike one name from the list and the remaining name on the list shall be the arbitrator. The Operator and the other Parties shall draw lots to determine the order in which they strike the names. The arbitration procedures shall be those set forth in Sections 16.4, 16.5 and 16.6 of this Agreement

except that the Arbitrator may modify those procedures to the extent necessary to enable a decision to be rendered within the sixty (60) day period provided for in this Section.

5.2.13 Selection of Successor Operator. Upon the resignation or removal of Operator, a successor Operator shall be selected by the Parties. The successor Operator shall be selected by the Parties owning an interest in the Steam Suppliers Facilities at the time such successor Operator is selected. The successor Operator shall be selected by the affirmative vote of *two* (2) or more Parties owning a majority interest.

5.3 Delivery and Acceptance of Project Water

5.3.1 Commencement. Operator shall commence delivery and the Parties shall receive and accept Project Water transported by the Steam Suppliers Facilities to The Geysers Terminus or other mutually accepted location(s), no later than thirty (30) days following completion of the Project construction.

5.3.2 Division of Project Water. Operator shall deliver the available Project Water in equal one-third (1/3) amounts to each of the Parties on a continuous basis, consistent, however, with the specific operating criteria established from time to time by the Operating Committee.

5.3.3 Metering of Project Water. Operator shall operate and maintain in accurate working order metering devices properly equipped and located for the measurement of the Project Water to be delivered hereunder. All Parties shall have access to inspect and test such equipment at all reasonable times, but readings, calibrations, adjustments, repair and other maintenance thereof shall be conducted by Operator.

5.4 Suspension of Operations

5.4.1 The Parties acknowledge that the injection of Project Water as a means of augmenting The Geysers geothermal reservoir is a process which may or may not achieve the desired results, or which may have effects beyond the contemplation of the Parties. Therefore, the Parties hereto may individually or jointly suspend delivery or acceptance of Project Water if at any time during the term of this Agreement a State or Federal agency concludes that the injection of Project Water is causing significant adverse health, safety or environmental effect, or if a Party concludes that the operations are causing interference with its steam production or having adverse effects upon its geothermal facilities, or if contractual or economic conditions make continued operations impractical. Any Party may continue to suspend operations hereunder until such time as the cause can be remedied.

6. ALLOCATION AND PAYMENT OF COSTS

6.1 General Rules. Except as otherwise provided herein, all costs and expenses incurred pursuant to the terms and provisions of this Agreement and which relate directly to the Steam Suppliers Facilities shall be shared in proportion to the interest of each Party, as specified in Section 4.1 herein.

6.2 Payment. Operator shall endeavor to bill non-operators on or before the last day of each month for their proportionate share of the actual Operation and Maintenance Work costs for the preceding month. Such bills will be accompanied by statements which identify all charges and credits. Any unusual charges or credits shall be separately identified and fully described in detail. Each non-operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the prime rate quoted by the Bank of America NT & SA plus one and one-half percent (1 1/2%) per annum or the maximum contract rate permitted by the applicable usury laws of the state of California,

whichever is the lesser, plus attorney's fees, court costs, and other costs incurred in connection with the collection of unpaid amounts.

6.3 Advances and Payments by Non-Operators. Operator may require the non operators to advance their share of estimated cash outlay for the succeeding month's operation. Operator shall adjust each monthly billing to reflect advances received from the non-operators.

6.4 Adjustments. Payment of any such bills shall not prejudice the right of any non-operator to protest or question the correctness thereof; provided, however, all bills and statements rendered to non-operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four **(24)** months following the end of any such calendar year, unless within the said twenty-four **(24)** month period a non-operator takes written exception thereto and makes claim on Operator for adjustment. **No** adjustment favorable to Operator shall be made unless it is made within the prescribed period.

6.5 Special Allocations. The electricity costs for pumping the Project water shall be allocated separately from other Operations and Maintenance Work costs for each month. Each Party's share of the pumping power costs shall be equal to its percentage of Project Water actually received for that month.

6.5.1 CGC, in accordance with an agreement with Pacific Gas & Electric Company (**PG&E**) will provide the electricity for pumping power for the Project Water at an annual price calculated as provided in Exhibit "A, **so** long as such price is not higher than the price of power that is otherwise available to the Project.

6.5.2 CGC's monthly share of Operation and Maintenance Work expenses will include, as appropriate, a credit or debit for the value of such power calculated by multiplying the total kilowatts hours of power used by the value calculated as provided in Exhibit "A.

6.5.3 Operations and Maintenance Work costs other than pumping power costs shall continue to be allocated based on each Party's interest as specified in Section 4.1.

6.6 Commingling of Funds. No funds received by Operator under this Agreement need be segregated or maintained by it as a separate fund, but may be commingled with its own funds.

6.7 Audits. A non-operator, upon notice in writing to Operator and all other non-operators, shall have the right to audit Operator's accounts and records relating to this project for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for above. Where there are two or more non-operators, the non-operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator. The audits shall not be conducted more than once a year without prior approval of the Operator who is subject to such audit.

7. ABANDONMENT AND RESTORATION

7.1 Upon final termination of this Agreement, each Party shall be responsible for a share of the costs and expenses involved in removing or decommissioning the Steam Suppliers Facilities, less any salvage value. The Operator shall calculate each Party's percentage share of such abandonment costs based on the total amount of water taken by each Party as a percent of total Project Water delivered by LACOSAN during the term of this Agreement.

8. RIGHTS RESERVED BY ALL PARTIES

8.1 Access to Project. Each Party shall at all times during the term hereof make reasonable efforts to provide for the other Parties to have reasonable access to the Steam Suppliers Facilities, including facilities under construction, and to all data and documents concerning current Operation and Maintenance Work affecting any Steam Suppliers Facilities.

8.2 Right to Inspect Books and Records. The Parties shall at all reasonable times have the right to inspect Operator's books and accounts relating to operations hereunder.

8.3 Right to Audit. Non-operating Parties shall have the right to audit Operator's books and accounts pertaining to operations in accordance with the provisions of Section 6.7.

9. TAXES

9.1 Property Taxes. Each Party shall be responsible for payment of the real and personal property taxes assessed upon its interest in the property used or held by Operator for operations hereunder. If the property should be assessed as a unit, the Operator shall prepare and file all property tax returns and shall bill the Parties on the basis of their respective shares of the portion of the property that is subject to taxation. Such billings shall be paid at least 10 days prior to the dates on which the tax payments are due. At the request of any Party, the Operating Committee shall take responsibility for conducting discussions with the proper taxing authorities relating to the assessment and taxation of such property and shall assist in resolving disputes over property tax assessments.

9.2 Individual Withdrawal. Should any Party withdraw from this Agreement pursuant to Section 13, Individual Withdrawal, such Party will be required to pay a

prorated share of property taxes attributable to its interest for the tax year in which the Party withdraws from this Agreement. Said withdrawing Party will not be required to pay property taxes for the remaining duration of this Agreement.

9.3 Other Taxes. Each Party shall be individually responsible for any taxes levied or assessed on potential or actual generation increases or reduction of decline rates due to the injection of Project Water into each Party's respective geothermal property.

10. INSURANCE

10.1 Worker's Compensation. Operator shall procure and maintain, for the benefit of all Parties, Worker's Compensation Insurance required by the State of California. If it qualifies, Operator may elect to be a self-insurer with respect to Worker's Compensation Insurance. In either case Operator may charge each Party its share, as specified in Section 4.1, of the actual cost of the premiums for such insurance. Each Party's share shall be paid as set forth in Section 6.

10.2 Other Insurance. Operator shall procure and maintain such other insurance for the benefit of the Parties as may be required by the Operating Committee. The net premiums for such insurance shall be charged to each Party based on its interest as specified in Section 4.1 and paid pursuant to the terms in Section 6.

11. LIABILITY AND INDEMNIFICATION

11.1 Except for the failure to make monetary payments as required by this Agreement, and except for damage resulting from a breach of this Agreement, willful misconduct, gross negligence, conscious disregard or breach of fiduciary obligation, (a) no Party, nor any of its members, directors, members of its governing body, officers or employees shall be liable to any other Party for any loss or damage resulting from, or in any way related to, the performance or nonperformance of its obligations under this

Agreement, and (b) any and all liability to Third Parties and any liability arising from the consequence of any violation or alleged violation of permit, statutes, ordinances, orders, rules or regulations of any governmental entity arising out of the performance of this Agreement shall be shared among the Parties in proportion to the ownership interest set forth in Section 4.1 of this Agreement.

12. OBLIGATIONS AND RELATIONSHIPS OF THE PARTIES

12.1 Each Party shall use its best efforts and work diligently, in good faith, and in a timely manner, to carry out the duties and obligations imposed by this Agreement.

12.2 Individual Liability. The duties, obligations and liabilities of the Parties shall be several and not joint or collective and nothing contained herein is intended to create a partnership, joint venture, association, or trust among the Parties. Each Party shall be responsible only for its obligations as specified herein, and shall be liable only for its proportionate share of the costs of operating the Steam Suppliers Facilities as defined in this Agreement.

12.3 Except as expressly provided for in this Agreement or other Project agreements, no Party shall be the agent of or have the right or power to bind another Party.

13. INDIVIDUAL WITHDRAWAL

13.1 Except as otherwise provided in Section 13.2 below, after the expiration of three (3) years from the commencement of operations hereunder, any Steam Supplier shall have the right, upon *two* (2) years written notice, to withdraw from this Agreement by assigning and transferring in writing all its right, title and interest in the Project to the remaining Steam Supplier(s) who do not then wish to withdraw.

13.2 During the first four (4) years of operations hereunder, U-N-T shall have the right, upon one year written notice, to withdraw from this Agreement by assigning and transferring in writing, all of its rights, title and interest in the Project to the other Steam Suppliers if (i) PG&E or its successor in interest delivers notice to U-N-T that either Unit 18 or Unit 20 will be retired or decommissioned during or prior to the first four (4) years of operation hereunder, or if (ii) PG&E or its successor in interest curtails generation from the U-N-T leaseholdings to a level where U-N-T's continued participation in the Project is uneconomic, as determined by U-N-T. After the expiration of four (4) years from the commencement of operations hereunder, U-N-T will be subject to Section 13.1.

13.3 Any assignment made as a result of a withdrawal by a Steam Supplier pursuant to this Section 13 shall not relieve the withdrawing Party from any obligation or liability incurred or created prior to the date that the notice is received, including but not limited to the obligations set forth in Section 7.1 of this Agreement, and provided further that any and all interests created out of such withdrawing Party's interest shall from and after the date of such assignment be subject to the terms of this Agreement and shall be chargeable with the pro rata portion of all expenses thereunder in the same manner as if such interest were a working interest. The right of a withdrawing Party to any benefits subsequently accruing hereunder shall cease upon the effective date of the withdrawal. The withdrawing Party shall be relieved of all obligations and liabilities which arise subsequent to the effective date of the withdrawal.

14. ASSIGNMENTS

14.1 No Party shall have the right to assign, either in whole or in part, any of the rights, duties or obligations related or imposed under this Agreement without the prior written consent of the other Parties, except to another Party to this Agreement or to a subsidiary, affiliate or any other party succeeding to all or substantially all of the Geysers geothermal interests of that Party provided that such subsidiary, affiliate or succeeding party assumes the assigning Party's obligations hereunder in writing. No sale or

assignment as among the Parties shall relieve the assigning Party of any duties or obligations which accrued prior to the effective date and time of such sale or assignment.

15. TERMINATION

The Parties may jointly terminate this Agreement at any time during the term hereof by the unanimous written consent of the Parties.

16. DISPUTE RESOLUTION

16.1 Mediation. If a dispute arises from or relates to this Agreement, or breach thereof, and if such dispute cannot be settled through negotiation, the Parties agree to first try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association.

16.2 Arbitration - If the Parties are unable to resolve the dispute within thirty (30) days after service of the mediation request, any Party may serve on the other Parties a demand for arbitration. Any dispute shall be subject to arbitration under the Commercial Arbitration Rules of the **AAA** as amended and supplemented by the terms of this Section. The demand shall set forth the nature of the dispute, the amount involved, the remedy sought, and the locale requested for the arbitration hearing (the "Hearing"). Any demand or a counterclaim by any other Party shall be served within twenty (20) days after service of the demand for arbitration, and shall contain the same information required by this Section 16.

16.3 Selection of Arbitrator - If the Parties cannot agree on an arbitrator, they shall select the arbitrator from a list of 7 arbitrators experienced in complex engineering, construction or contract disputes, to be submitted to the Parties by the **AAA**. Each Party shall be entitled to strike two names from such list and the last name shall be the arbitrator. The Parties shall draw lots to determine the order in which they strike the

names. Any Party may request the AAA to disqualify an arbitrator for bias, personal or financial interest, or relationship with any Party, pursuant to the rules of the AAA.

16.4 Discovery - Each Party shall have the right to limited discovery from the other Party or Parties as follows: (a) each party shall be entitled to demand the production, no later than fifteen (15) days before the Hearing, of any documents the other Party intends to rely upon at the Hearing for its case-in-chief, and any documents which refer or relate to the matters at issue in the Arbitration; (b) any Party may demand production, no later than ten (10) days before the Hearing, of the list of witnesses the other Party intends to call at the Hearing for its case-in-chief, together with a brief description of the testimony of each witness; and (c) either Party shall be entitled to take a total of three (3) days of depositions of the other Party's employees or other witnesses, which may be extended only for good cause. Any dispute over discovery shall be submitted to the arbitrator for decision.

16.5 Pre-hearing Conference - The arbitrator shall convene a pre-hearing conference at least ten (10) days before the Hearing to determine procedures for the Hearing, including evidence to be submitted, evidentiary objections, length of the Hearing and other matters.

16.6 Hearing Location and Time - The Hearing shall begin not later than ninety (90) days after service of the demand or cross-demand for arbitration, whichever is later. The Hearing shall be held at a location mutually agreed by the Parties. If the Parties are unable to agree Santa Rosa shall be the hearing locale. The Hearing shall proceed under the rules and procedures of the AAA or as mutually agreed by the Parties.

16.7 Decision - The arbitrator's decision shall be rendered within thirty (30) days of the submission of all evidence. The decision shall be final and binding on the Parties and their successors, and may be confirmed in any competent Court having jurisdiction.

16.8 Interest - The prevailing Party shall be entitled to interest, compounded monthly, on the net amount of the award, at the then-current prime lending interest rate used by the Bank of America, plus three (3) percentage points. The interest shall accrue from the date the Arbitration request under Section 16.2 "Arbitration" is served through the date the award is paid.

16.9 Confidentiality- Notwithstanding anything to the contrary contained in this Section 16, the Parties shall execute an agreement with the mediator or the arbitrator, which shall (a) require the mediator or the arbitrator to treat any information conveyed to them as confidential, and prohibit disclosure of any confidential or trade secret information; (b) make California Evidence Code Section 1152.5 applicable to the mediation or arbitration; and (c) for the arbitration, prohibit any ex parte contacts with the arbitrator without the explicit consent of the other parties, unless the arbitrator initiates the contacts and they are made part of the record. Any information presented at the mediation or arbitration shall be neither admissible nor discoverable in any regulatory proceeding or in any action, as provided in Section 1152.5 of the Evidence Code.

16.10 Party Representative - Each Party shall have in attendance throughout the mediation and arbitration proceedings a designated representative who has : (a) sufficient authority to negotiate and recommend compromise within the full monetary range of the dispute; and (b) little or no direct involvement in the dispute.

16.11 Costs - The prevailing Party or Parties shall be entitled to their respective costs incurred in connection with the procedures described in this Section 16, pursuant to Section 26 below.

16.12 Statute of Limitations -The service of a arbitration request under Section 16.2 "Negotiation" shall suspend the running of any statute of limitations applicable to the dispute for which the negotiation request is made. The Parties shall jointly take any action required in order to effectuate the suspension.

16.13 Exclusivity -The procedures specified in this Section 16 shall be the sole and exclusive procedures for the resolution of disputes. However, a Party may seek a preliminary injunction or other preliminary judicial relief in order to avoid great or irreparable injury, or waste to the extent otherwise permitted by law. Despite such action, the Parties shall continue to participate in good faith in the procedures specified in this Section 16.

17. FORCE MAJEURE

17.1 If as result of force majeure, which means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, insurrections, riots, epidemics, landslides, earthquake, severe weather conditions, fires, storms, floods, washouts, or acts of restraint by any governmental agency or any other cause whether similar or dissimilar to the foregoing enumerated causes not within the control of the Party or Parties claiming suspension, any Party is unable to carry out its obligations under this Agreement wholly or in part, such Party or Parties shall give prompt written notice to the other Parties of the force majeure with reasonably full particulars concerning it. Thereupon, except for obligations to make payment of money, the obligation of the Party or Parties giving the notice, so far as it is affected by the force majeure, shall be suspended to the extent of and during, but no longer than, the continuance of the force majeure; provided the non-performing Party promptly and persistently pursues all the alternatives available to remedy its ability to perform and the non-performing Party resumes performance of its obligations as soon as possible. The other Party or Parties shall also be relieved of its obligations to the extent such Party or Parties cannot perform due to such event of force majeure.

18. COMPLIANCE WITH LAWS

18.1 The Parties shall comply with all applicable federal, state, and local laws and the rules and regulations of any federal, state, local or other government agency

having jurisdiction over the activities and operations conducted pursuant to this Agreement.

19. NOTICES

19.1 Any and all notices or other communications required or permitted by this Agreement, or by the law, to be delivered to, served on, or given to any Party to this Agreement shall be in writing and shall be deemed properly delivered when personally delivered to the Party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, addressed to the parties as follows:

<u>Party</u>	<u>Address</u>
NCPA	P.O. Box 663 Middletown, CA 95461 Attn. Steam Field Superintendent
<i>GGC</i>	1160 North Dutton, #200 P.O.Box 11279 Santa Rosa, CA 95406 Attn. Operations Manager, Santa Rosa
U-N-T	3576 Unocal Place Santa Rosa, Ca 95403 Attn: General Manager

19.2 Any Party hereto may change its address for the purpose of this Section 19 by giving written notice of such change in the manner prescribed by this Section 19 to the other Parties to this Agreement.

20. ENTIRE AGREEMENT

20.1 This document represents and contains the entire Agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior oral and written agreements and understandings, except for the Project Construction Financing Agreement and the Joint Operating Agreement between IACOSAN, NGPA, GGC, and U-N-T. No promises, agreements, or warranties additional to this Agreement shall be deemed to be a part hereof, nor will any alteration, amendment or modification hereto be effective unless confirmed in writing by all Parties or their duly authorized agents.

21. SEVERABILITY

21.1 In the event that any term, covenant, or condition of this Agreement or the application of any such term, covenant, or condition shall be held invalid as to any person, entity, or circumstance by any court or agency having jurisdiction, such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby but shall remain in full force and effect unless a court or agency having jurisdiction holds that such provisions are not severable from the other provisions of this Agreement.

22. WAIVERS AND AMENDMENTS

22.1 No waiver shall be deemed to have been made by any Party of any of its rights under this Agreement unless the same shall be in writing signed on its behalf by a person authorized to make such a waiver. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Further, this Agreement shall not be amended or modified except by an instrument in writing signed by the Party against whom enforcement is sought.

23. NO DEDICATION OF FACILITY

23.1 Any undertaking by a Party under any provision of this Agreement is rendered strictly as an accommodation and shall not constitute the dedication of such Party's facilities to the public, to any other Party, or to any Third Party.

24. THIRD PARTY BENEFICIARIES

24.1 None of the promises, rights, or obligations contained in this Agreement shall ensure to the benefit of any person or entity not a Party to this Agreement, other than the rights of members of NCPA, which derive from their membership in NCPA.

25. DEFAULT

25.1 If any Party to this Agreement defaults in respect to any of its obligations under this Agreement, any of the non-defaulting Parties shall notify the defaulting Party in writing, setting out in what respects the non-defaulting Party deems the defaulting Party to be in such default. If within thirty (30) days after receipt of such notice, the defaulting Party has corrected the default alleged by the non-defaulting Party, the defaulting Party shall not be deemed in default. Neither the service of said notice, nor the doing of acts by the defaulting Party aimed to correct any or all of the alleged defaults, shall be deemed an admission or presumption that the defaulting Party has failed in any respect to perform its obligations hereunder. If the defaulting Party fails to correct all or any of the alleged defaults within the allowable time, the non-defaulting Party, may proceed in accordance with Section 16.

26. ATTORNEY'S FEES

26.1 If any action at law or in equity, including arbitration pursuant to Section 16 above, is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements,

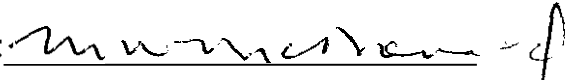
in addition to any other relief to which such Party may be entitled, unless otherwise provided in this Agreement.

27. COUNTERPARTS

27.1 This Agreement may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single Agreement and the execution of one counterpart by any Party shall have the same force and effect as if such Party had signed all the other counterparts.

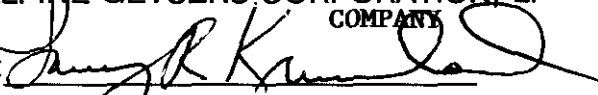
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

NORTHERN CALIFORNIA POWER AGENCY

By: 
MICHAEL W. McDONALD, General Manager

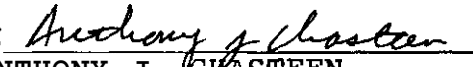
Date AUGUST 10, 1995

~~CALPINE GEYSERS CORPORATION, LP~~
COMPANY

By: 
LARRY R. KRUMLAND, VICE PRESIDENT


Date AUGUST 14, 1995

UNION OIL COMPANY OF CALIFORNIA

By: 
ANTHONY J. CHASTEEN

Date September 8, 1885

GENERAL MANAGER, DOMESTIC GEOTHERMAL OPERATIONS
NEC ACQUISITION COMPANY

By: 
ANTHONY J. CHASTEEN
ATTORNEY IN FACT

Date September 8, 1885

THERMAL POWER COMPANY

By: 
LARRY R. KRUMLAND, VICE PRESIDENT

Date SEPTEMBER 6, 1995

CALPINE CORPORATION GUARANTY

In consideration for the execution of this Agreement by ^{SLK}LAGOSAN, NCPA, UNOCAL and NEC, CALPINE CORPORATION ("CALPINE) guarantees faithful and complete performance of this Agreement and any amendments thereto by THERMAL and CGC. CALPINE also guarantees payment of all damages, costs and expenses for which either THERMAL or CGC may become liable with respect to this Agreement.

CALPINE waives all right to notice of nonperformance of this Agreement and to notice to THERMAL and CGC to perform.

Dated: AUGUST 14, 1995 , 1995

CALPINE CORPORATION
By: 
LARRY R. KRUMLAND
VICE PRESIDENT

EXHIBIT A

Calculation of Pumping Power Value of Southeast Geysers Effluent Pipeline Project

The pumping power provided to the project be generated at PG&E Units 13 and 16. As such, the value of the pumping power provided to the Project by PG&E and Calpine during any calendar year is the sum of the following:

	<u>1995 Price mils/kwh</u>
1) The price Calpine is paid annually by PG&E for steam delivered to PG&E Unit 13 and 16. This price is calculated as defined in the March 1973 Agreement for the Sale and Purchase of geothermal steam between PG&E and Calpine Corporation as a successor in interest to Signal Oil and Gas Company.	12.07
2) The price Calpine is paid annually by PG&E for effluent (condensate) disposal at Unit 13 and 16. This price is calculated as in 1) above.	.50
3) A constant value of 12.5 mils/kwh for the life of the project.	<u>12.50</u>
1995 PRICE	<u>25.07</u>

AMENDMENT NO. 1 TO STEAM SUPPLIERS JOINT OPERATING AGREEMENT

This Amendment No. 1 to the Steam Suppliers Joint Operating Agreement is entered into this 20th day of December, 2001 by and between Northern California Power Agency ("NCPA") and Calpine Corporation ("Calpine"), referred to collectively as the "Parties."

RECITALS

WHEREAS, Calpine has acquired the geothermal interests of PG&E and Union Oil Company of California ("Unocal") at the Geysers steam field, located within Lake and Sonoma Counties; and has assumed all of Unocal's interest in this Agreement;

WHEREAS, NCPA and Calpine constitute the remaining Steam Suppliers;

WHEREAS, LACOSAN and NCPA intend to enter into Phase II of the Southeast Geysers Effluent Pipeline Project ("SEGEP") to increase the delivery rate of effluent and makeup water for injection into the Geysers geothermal reservoir;

WHEREAS, LACOSAN and the Parties, by separate agreement, have modified the Joint Operating Agreement Southeast Geysers Effluent Pipeline Project to provide for the operation and financing of the SEGEP Phase II Facilities and intend to modify the existing Steam Suppliers Joint Operating Agreement as provided herein;

WHEREAS, NCPA and Calpine intend to make all reasonable efforts, consistent with Project design, to develop the existing SEGEP facilities to achieve and maintain a delivery rate of 6,100 gpm prior to the start up of the Phase II facilities;

WHEREAS, the operation of the SEGEP Phase II Facilities will require changes in the manner that the Project Water delivered to The Geysers is distributed among the Parties, and the manner that Project Operations and Maintenance Work costs are to be shared among the Parties;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree to modify the existing Steam Suppliers Joint Operating Agreement as follows:

1.3 Delete in its entirety and insert "Point-of-Delivery shall mean the intake side of the Pump Station located along Bear Canyon Road that is closest to Highway 175."

1.4 At the end of the sentence, insert "and Addendum No. 1 thereto."

1.5 At the end of the sentence, insert "except the SEGEP Phase II Facilities."

Add 1.7 "Basin 2000 Facilities" shall mean all facilities that will be used to supply and deliver the additional effluent from NWRWTP to the Project, including intake structures, the main pipeline, pump stations, and a new separate flow meter at the NWRWTP. The Basin 2000 Facilities are expected to supply the Project with a minimum of 1,700 gallons per minute (gpm) on average, subject to normal interruptions for maintenance.

Add 1.8 "SEGEP Phase II Facilities" shall mean those upgrades to the existing SEGEP system necessary to increase the delivery rate of the Project to approximately 7,100 gpm. The upgrades are expected to include, but not necessarily be limited to, two new booster pump stations, three additional pumps at the existing pump stations within the Geysers portion of the SEGEP project, and a 21 KV transmission line.

Add 1.9 "Phase I Maximum Delivery Rate" (Phase I MDR) shall mean the maximum capacity of the Steam Suppliers Facilities, excluding the use of the additional SEGEP Phase II Facilities, to deliver Project Water to the Steam Suppliers, as determined from time to time. For the purposes of allocating Project Water and the Operation and Maintenance Work costs, the Phase I MDR shall not exceed 6,100 gpm.

Add 1.10 "Phase II Maximum Delivery Rate" (Phase II MDR) shall mean the maximum capacity of the Steam Suppliers Facilities, including the use of the additional SEGEP Phase II Facilities, to deliver Project Water to the Steam Suppliers, as determined at the startup of the SEGEP Phase II Facilities. For the purposes of allocating Project Water and the Operation and Maintenance Work costs, the Phase II MDR shall not exceed 7,100 gpm.

Add 1.11 "Melded Ownership Interest" (MOI) shall mean each Party's average ownership interest of the combined Steam Supplier and SEGEP Phase II Facilities, upon completion and startup of the SEGEP Phase II Facilities. Subject to the option contained in Section 4.4, Calpine's MOI shall be 2/3 of 6,100 gpm/7,100 gpm or 57.28% and NCPA's MOI shall be 42.72%, if the Phase II MDR is 7,100 gpm or greater. If the Phase II MDR is less than 7,100 gpm, Calpine's MOI shall instead be 2/3 of 6,100 gpm/Phase II MDR and NCPA's MOI shall be adjusted accordingly.

3.1. On line 2, after "the effective date" delete "hereof" and insert "of Addendum No. 1 to the Steam Suppliers Joint Operating Agreement."

4.1 Insert heading "Steam Supplier Facilities"

Under the column heading "Party," delete "U-N-T" and "CGC" and insert "Calpine."

Under the column heading "Interest," delete "One-Third (1/3) relating to the "U-N-T" and "CGC" interests and insert "Two-Thirds (2/3)" to correspond to Calpine's interest.

Delete the "(i)" in the second paragraph and delete remainder of the paragraph starting with "(ii)".

Replace 4.2 with "SEGEP Phase II Facilities. Subject to the provisions contained in Section 4.4, NCPA shall have one hundred (100) percent ownership interest in the additional SEGEP Phase II pumping facilities located within the Geysers portion of the Project. All costs and liabilities incurred in the construction of these separate facilities shall be borne and paid for in accordance with the Parties respective ownership interests in these facilities, unless otherwise provided in Section 4.5."

Delete paragraph 4.3 and insert the following:

4.3 "Project Water.

4.3.1 The Party or Parties owning the SEGEP Phase II Facilities as set forth in Section 4.2 shall also own all the Project Water delivered by LACOSAN to the Project by the Basin 2000 Facilities according to their percentage of ownership in the SEGEP Phase II Facilities.

4.3.2 Steam Suppliers shall own all of the other Project Water in the percentages set forth above in Section 4.1."

Add 4.4 For a period of up to one year following the initial operation of the SEGEP Phase II Facilities, Calpine shall have the right, but not the obligation, to acquire up to a maximum of one-third ownership interest in the SEGEP Phase II Facilities, by paying its desired proportional share of the cost to construct the SEGEP Phase II Facilities, including only that portion of the 21 KV transmission line costs to extend service from Bear Canyon Pump Station #1 to a new pump station near Middletown, by assuming its proportional liability for those facilities, and by paying its proportional share of NCPA's cash contribution toward the cost to construct the Basin 2000 Facilities.

Add 4.5 If the Phase I MDR is less than 6,100 gpm at the time of startup of the SEGEP Phase II Facilities, the Steam Suppliers shall have the option to pay according to their ownership interests defined in Section 4.1 for a percentage of the SEGEP Phase II construction costs, including only that portion of the 21 KV transmission line costs to extend service from Bear Canyon Pump Station #1 to a new pump station near Middletown. That percentage shall be calculated as the quantity of 6,100 gpm minus the Phase I MDR, divided by the difference between 7,100 gpm and the Phase I MDR.

Add 5.1.6 The Operating Committee shall establish the specific procedures to determine and/or revise a numeric Phase I MDR, the Phase II MDR, and the rate that electricity is being consumed at each of the pump stations then in operation. The Operating Committee shall also determine the electricity consumption rate at the delivery rate of 6,100 gpm and at such other rates it decides. The adopted procedures shall be utilized within reason at any time, as requested by either Party to this Agreement.

5.2.11 At line 2, delete "Parties holding a majority interest" and insert "the Non-operator Party"

5.2.12 At line 3-4, delete “Parties holding a majority interest” and insert “the Non-operator Party”

5.2.13 Delete entire paragraph and insert “Upon resignation or removal of Operator, a successor Operator shall be selected by unanimous vote of the Parties. In the event the Parties are unable to agree on a successor Operator, the Parties shall proceed in accordance with Section 16 of the Agreement.

5.3.2 Delete entire paragraph and insert “Operator shall deliver the available Project Water in amounts generally consistent with the Melded Ownership Interests of the Project facilities as specified in paragraph 1.11 herein, on a continuous basis, and in accordance with the specific operating interests established from time to time by the Operating Committee. However, during drought conditions when no Project Water is available for withdrawal from Clear Lake, the division and delivery of Project Water will be according to the respective ownership interests provided in Section 4.3, paragraphs 4.3.1 and 4.3.2.”

6. Replace title with “ALLOCATION AND PAYMENT OF OPERATING COSTS”

6.1 Delete the remainder of the paragraph after “Steam Supplier Facilities” and substitute “ and the SEGEP Phase II Facilities shall be shared in proportion to the Melded Ownership Interest of each Party, as specified in paragraph 1.11 herein.”

Replace paragraph 6.5 with “Special Allocations. The electricity costs for pumping the Project Water shall be allocated separately from the other Operations and Maintenance costs for each month.”

Replace paragraph 6.5.1 with “When the monthly average delivery rate is equal to or less than 6,100 gpm, that portion of the electricity costs not borne by LACOSAN shall be allocated between the Parties in proportion to the amount of Project Water each received.

Add 6.5.1.1 When the monthly average delivery rate is more than 6,100 gpm, and Calpine has not exercised its option provided in paragraph 4.4, the amount of Project Water actually received by Calpine, divided by the total delivery amount possible during that time period at the delivery rate of 6,100 gpm determines a percentage, and that percentage of the amount of electricity consumed when the system is operated at 6,100 gpm shall be Calpine’s share of the total amount of electricity actually consumed during that time period. That portion of the electricity costs not borne by LACOSAN shall be allocated between the Parties based on their respective shares of the electricity consumed.

Add 6.5.1.2 When the monthly average delivery rate is more than 6,100 gpm, and Calpine has exercised its option provided in paragraph 4.4, then that portion of the electricity costs not borne by LACOSAN shall be allocated between the Parties in proportion to the amount of Project Water each received.

Replace paragraph 6.5.2 with "Calpine shall provide all necessary electricity for pumping power to Bear Canyon Pumping Stations at the price provided in Exhibit "A", so long as such price is not higher than the price of power otherwise available to the Project. Calpine's monthly share of Operations and Maintenance Work costs will include, as appropriate, a credit or debit for the value of such power calculated by multiplying the total kilowatt hours of power used by the price provided in Exhibit "A"."

Add 6.5.3 If requested by either Party, NCPA shall provide the electricity needed at the Bear Canyon Pumping Stations to deliver Project Water at those delivery rates that are above 6,100 gpm. NCPA's monthly share of Operations and Maintenance Work costs will include, as appropriate, a credit or debit for the value of such power calculated by multiplying the total kilowatt hours of power used by the price provided in Exhibit "A", or as otherwise agreed upon by the Parties.

7.1 On line 3 after "Steam Suppliers Facilities" insert "and SEGEP Phase II Facilities,"

8.1 On line 3 after "Suppliers Facilities" insert "and SEGEP Phase II Facilities," and at the end of the paragraph after "Steam Suppliers Facilities" insert "and SEGEP Phase II Facilities."

Delete paragraph 13.2 and renumber paragraph 13.3 as 13.2.

19. Notices Delete reference to "CGC" and "U-N-T" under "Party" and "Address" and replace with "Calpine"

10350 Socrates Mine Road
Middletown, CA 95461
Attn: VP-Geothermal Resource Management

20.1 Replace line 1 with "This document and Amendment No. 1 hereto represent and contain the entire agreement and". On line 5, delete "CGC, and U-N-T" and replace with "Calpine."

NORTHERN CALIFORNIA POWER AGENCY

Dated: 12/10/01, 2001

By: 

CALPINE CORPORATION

Dated: 12/20/01, 2001

By: W.T. Boyl

**AMENDED AND RESTATED
STEAM SUPPLIERS JOINT OPERATING AGREEMENT
SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT**

Between

NORTHERN CALIFORNIA POWER AGENCY

and

CALPINE CORPORATION

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STEAM SUPPLIERS JOINT OPERATING AGREEMENT
SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT

THIS SECOND AMENDMENT AND RESTATEMENT OF THE STEAM SUPPLIERS JOINT OPERATING AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT (Agreement), is entered into and dated as of this 18th day of September, 2003, by and between NORTHERN CALIFORNIA POWER AGENCY, a California joint powers agency and public entity, with its principal executive offices at 180 Cirby Way, Roseville, California 95678 ("NCPA") and CALPINE CORPORATION, a Delaware corporation, with its principal executive offices at 50 West San Fernando Street, San Jose, California 95113 ("Calpine"), referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties originally entered into a STEAM SUPPLIERS JOINT OPERATING AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT on July 25, 1995 that established and provided for certain terms and conditions relating to their participation in and responsibility for the operation of that portion of the Southeast Geysers Effluent Pipeline Project (Project) which commences at the Point-of-Delivery and terminates at The Geysers Terminus; and

WHEREAS, the Parties first amended that STEAM SUPPLIERS JOINT OPERATING AGREEMENT on December 20, 2001 to recognize that Calpine had acquired the geothermal interests of PG&E and Unocal at The Geysers and therefore owned a 2/3 interest in all of the Steam Suppliers Facilities of the Project, to recognize that NCPA had entered into an agreement with Lake County Sanitation District (LACOSAN) to fund Basin 2000 Facilities to deliver additional effluent to the Project, and to provide how the Project Water was to be henceforth distributed among other issues; and

WHEREAS, Calpine has recently expressed a willingness to transfer to NCPA a portion of its interest in the Project and a portion of its rights to Project Water for specific considerations, and NCPA has expressed a willingness to provide those same specific considerations; and

WHEREAS, the Parties intend to combine in this single document their original agreement as restated and amended in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties hereto agree as follows:

1. DEFINITIONS

1.1 "Gross negligence" shall mean the want of even scant care or an extreme departure from the ordinary standard of conduct.

1.2 "Operation and Maintenance Work" shall mean all labor, services, and material required to operate the Steam Suppliers Facilities in compliance with their design specifications and prudent industry practices, and to maintain Steam Suppliers Facilities in good working order, and to monitor and mitigate any impact on the environment.

1.3 "Point-of-Delivery" shall mean the intake side of the pump station located along Bear Canyon Road that is closest to Highway 175.

1.4 "Project Water" shall mean that water which is delivered to the Parties by LACOSAN at the Point-of-Delivery pursuant to the Joint Operating Agreement Southeast Geysers Effluent Pipeline (SEGEP) Project originally dated July 25, 1995 and amended on December 4, 2001 and the Steam Suppliers Joint Operating Agreement including Amendment 1.

1.5 "Steam Suppliers Facilities" shall mean the pumps, pipeline, instrumentation and other property utilized directly in connection with transporting Project Water from the Point-of-Delivery to The Geysers Terminus, including the Project's transformer at Calpine's Unit 16 and the section of 21 kv power line that connects from Unit 16 to the Bear Canyon Pump Stations.

1.6 "The Geysers Terminus" shall mean that location known as NCPA's "C" Pad, located in the northeast corner of Section 3, Township 10 North, Range 8 West, MDB&M in The Geysers field.

1.7 “Basin 2000 Facilities” shall mean all facilities that will be used to supply and deliver the additional effluent from Northwest Regional Wastewater Treatment Plant (NWRWTP) to the Project, including intake structures, the main pipeline, pump stations, and a new separate flow meter at the NWRWTP. The Basin 2000 Facilities are expected to supply the Project with a minimum of 1,700 gallons per minute (gpm) on average, subject to normal interruptions for maintenance.

1.8 “SEGEP Phase II Facilities” shall mean those upgrades to the existing SEGEP system necessary to increase the delivery rate of the Project to at least 6,400 gpm. The upgrades are expected to include one new booster pump station near “B” street containing two 500 HP pumps, replacement of the existing eleven 450 HP Union pumps and motors and one 450 HP Goulds pump and motor in the Bear Canyon Pump Stations with twelve 500 HP Goulds pumps and motors, VFD replacement at the Bear Canyon Pump Stations, a new fiber optic communication line from NCPA’s control room to the Bear Canyon Pump Stations, and an improved cooling system at the Bear Canyon Pump Stations.

1.9 “NCPA’s 21 kv Delivery System” shall mean that 21 kv power delivery system, wholly owned and operated by NCPA, that connects the transformer in the switchyard at NCPA’s Power Plant #1 to switch “1292” located near Bear Canyon Pump Station #3.

2. EFFECTIVE DATE

This Agreement shall be effective and binding when it has been duly executed by both Parties.

3. TERM

The term of this Agreement shall be for a period of twenty-five (25) years from the effective date hereof, unless this Agreement is sooner terminated pursuant to Sections 13.1, 13.2 or 15 of this Agreement. If upon expiration of said term, the Parties elect to continue operations, the Parties agree to extend this Agreement for a term of not less than five (5) years.

4. OWNERSHIP INTERESTS

4.1 Percentage Shares. Calpine hereby releases and transfers to NCPA, and NCPA hereby accepts, 1/6 of Calpine's formerly described 2/3 ownership interest. The Parties acknowledge, stipulate and agree that, for all purposes of this Agreement, the respective undivided ownership interests of the Parties to this Agreement are:

<u>Party</u>	<u>Interest</u>
NCPA	50 percent
Calpine	50 percent

For all purposes of this Agreement, unless specifically changed by agreement of the Parties, all Steam Suppliers Facilities and all SEGEP Phase II Facilities shall be owned by the Parties as tenants in common and, all costs and liabilities incurred in operations hereunder shall be borne and paid in the percentages set forth above in the column captioned "Interest".

4.2 Project Water. The Parties acknowledge that there are multiple sources of Project Water and that the Parties have different ownership interests in these sources. The water delivered by LACOSAN to the Point of Delivery is to be distributed as follows:

4.2.1 During non-drought years when the Project is allowed to withdraw water from Clear Lake, Calpine will receive 2/3 of the water when the delivery rates are 5,400 gpm or less, and NCPA will receive 1/3. NCPA will receive all of the additional increment of water when the Project is operated between 5,400 gpm and 6,100 gpm, and Calpine and NCPA will equally share in the additional water when the Project is operated above 6,100 gpm. These rates will be calculated on a daily basis.

4.2.2 During drought years when the Project is not allowed to withdraw any water from Clear Lake, Calpine shall receive 2/3 of the effluent flow from Clearlake Oaks Wastewater Treatment Plant, from LACOSAN's Southeast Regional Treatment Plant, and from the Middletown Treatment Plant; Calpine shall have no rights to effluent from the Basin 2000 facilities that include LACOSAN's NW Treatment Plant and NCPA shall have all rights to such effluent.

4.2.3 Calpine will have the right to all of the portion of the Clear Lake water unused by the Project, if any, if extraction by Calpine from other areas of Clear Lake becomes possible.

5. OPERATIONS AND MAINTENANCE

5.1 Operating Committee

5.1.1 Creation and Composition. An Operating Committee is hereby created consisting of two (2) members appointed by each Party to this Agreement designating in writing its respective representative and that representative's address to the other Parties. Such representatives may be changed from time to time in like manner. Such Committee shall meet in Santa Rosa, California, or at such other place as may be mutually agreed upon at the request of any member on ten (10) days' written notice, unless such notice is waived, for the purpose of reviewing operations and information pertaining to the progress of operations, and directing Operator with regard to operations hereunder. Operator, as designated in Section 5.2.1, or the member calling the meeting shall present an agenda together with the notice of such meeting. Relevant additional matters may be considered at the meeting but may not be approved until adequate notice is given to the other members of the Operating Committee. Operator will keep the Operating Committee informed of the progress of work and provide the members of the Operating Committee with all reports and information upon request.

5.1.2 Decisions of the Operating Committee. The Operating Committee shall approve the annual budgets authorized under this Agreement, shall determine the distribution between the Parties of the maintenance responsibilities for the two 21 kv power supply systems available to supply power to the Bear Canyon Pump Stations, and may approve any Authority for Expenditure as defined in Section 5.2.8. The Party required to supply the power to operate the three Bear Canyon Pump Stations in order to deliver the Project Water shall be established from time to time by the Parties. No action shall be taken by the Operating Committee unless unanimous approval has been given by all voting members. Absent members may vote for agenda items by telefax or by mail addressed to Operator.

5.1.3 Voting Interests. Each Party's voting interest of its members shall be equal to the percentage interests of the Party as specified in Section 4.1.

5.1.4 Substitute Party. If a Party assigns its interest under this Agreement to another person or entity pursuant to Section 14, such assignee shall appoint a member to the Operating Committee.

5.1.5 Telephone Meetings. Any provision in this Section 5 to the contrary notwithstanding, meetings of the Operating Committee may be held by telephone if the members agree. If any meeting of the Operating Committee is held by telephone, all action and votes taken at such meeting shall be immediately confirmed in writing.

5.2 Operator

5.2.1 Designation of Operator. NCPA is hereby designated Operator of the Steam Suppliers Facilities and in such capacity shall have the right to conduct and manage the Steam Suppliers Facilities and Project Water for the account of the Parties hereto, subject, however, to the instructions of the Operating Committee and the provisions of this Agreement.

5.2.2 Operator's Performance. The Operator shall exercise its judgment and discretion in good faith and in accordance with the terms hereof. The Operator shall act in accordance with generally accepted engineering practices and will not violate the decisions of the Operating Committee in the absence of an emergency. The Parties shall share all costs of Operator's action under this Agreement on the basis of the percentage interests set forth in Section 4.1 above, except for costs arising out of the gross negligence or willful misconduct of the Operator.

5.2.3 Operator's Employees. The number of employees, their selection, the hours of labor and the compensation for services performed shall be determined by Operator. All such employees shall at all times remain the employees of Operator.

5.2.4 Liens and Encumbrances. Operator shall endeavor to keep the Steam Suppliers Facilities free and clear of any liens and encumbrances occasioned by the operations hereunder, provided, however that if any lien or encumbrance should attach, Operator shall promptly give notice of such lien or encumbrance to the other Party.

5.2.5 Records. Operator shall keep correct books, accounts and records of all operations at Operator's Geysers office.

5.2.6 Reports. Operator shall furnish to the other Party such reports as the Operating Committee may require Operator to prepare from time to time, and shall no less frequently than quarterly furnish unaudited reports of operating costs and maintenance, and Project Water disbursement.

5.2.7 Budgets. Operator shall prepare and submit to the Operating Committee for approval a budget of estimated expenses for each fiscal year no later than the first day of May of each year. The fiscal year shall begin on July 1. Each budget shall separately identify any and all planned capital expenditures. Each budget shall enumerate the estimates by quarterly periods, describing each item in reasonable detail. Budgets shall be estimates only and may be amended as necessary by the Operating Committee. A copy of each budget and amended budget shall promptly be furnished to each Party.

5.2.8 Authority for Expenditure. An Authority for Expenditure ("AFE") is a document authorizing Operator to make expenditures for the purposes stated in the AFE. An AFE shall be submitted by Operator for approval by the Parties for:

- a. All unbudgeted capital expenditures.
- b. Budgeted single capital expenditures in excess of \$5,000.00.
- c. Unbudgeted expenses in excess of \$5,000.00.

The AFE shall be prepared by Operator and submitted to the non-operating Party. An AFE must have unanimous approval of the Parties in order to be effective. Both Parties shall have thirty (30) days in which to approve or not to approve the expenditure. A Party not responding within thirty (30) days will be deemed to have voted to approve the expenditure. If an AFE becomes effective, each Party is liable for any expenditures incurred in connection with the purposes stated in the AFE to the extent of its interest as specified in Section 4.1. An informational AFE may be submitted by Operator for expenditures not requiring approval.

5.2.9 Emergency Expenditures. Notwithstanding any other provision of this Agreement to the contrary, in the event of an emergency, as determined in good faith by Operator, the Operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency and both Parties shall be liable for said expenditures on the basis of the percentage interests set forth in Section 4.1 above. Operator shall report to the Operating Committee as promptly as possible the nature of the emergency and the action taken.

5.2.10 Resignation or Removal of Operator. Operator may resign at any time by giving written notice thereof to the non-operating Party. If Operator terminates its legal existence, no longer holds an interest in the Steam Suppliers Facilities or if Operator becomes insolvent, bankrupt or is placed in receivership, it shall be deemed to have been removed without any action by the other Party except the selection of a successor. Such resignation or removal shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of ninety (90) days after the giving of notice of resignation by Operator, or removal or bankruptcy, insolvency or receivership unless a successor Operator has been selected and assumes the duties of Operator at an earlier date. Operator, after the effective date of resignation or removal, shall be bound by the terms hereof as a non-operating Party. A change of corporate name or structure of Operator or transfer of Operator's interest to any single member entity or multiple member entity, parent or successor corporation or subsidiary shall not be the basis for removal of Operator.

5.2.11 Notwithstanding anything contained in Section 25, if a dispute between the Parties arises because the Non-operator Party believes that the Operator has failed or refused to carry out its duties hereunder or is no longer capable of serving as operator, the dispute shall be referred to dispute resolution according to the procedure specified in subsection 5.2.12 below. If it is determined by the arbitrator that Operator has failed or refused to carry out its duties hereunder or is no longer capable of operating as operator, the other Party shall proceed as set forth in subsection 5.2.13 and select a successor Operator.

5.2.12 Arbitration: Any dispute under Section 5.2.11 above shall be directly submitted to dispute resolution in accordance with Section 16 of this Agreement.

5.2.13 Upon the resignation or removal of Operator, a successor Operator shall be selected by unanimous vote of the Parties. In the event the Parties are unable to agree on a successor Operator, the Parties shall proceed in accordance with Section 16 of the Agreement.

5.3 Delivery and Acceptance of Project Water

5.3.1 Commencement. Operator shall commence delivery and the Parties shall receive and accept Project Water transported by the Steam Suppliers Facilities to The Geysers Terminus or other mutually accepted location(s), no later than thirty (30) days following completion of the Project construction.

5.3.2 Division of Project Water. Operator shall deliver the available Project Water in amounts generally consistent with the provisions contained in subsections 4.2.1 and 4.2.2, on a continuous basis, and in accordance with instructions as to deliveries or exchanges to which the Parties may agree from time to time.

5.3.3 Metering of Project Water. Operator shall operate and maintain in accurate working order metering devices properly equipped and located for the measurement of the Project Water to be delivered hereunder. The Parties shall have access to inspect and test such equipment at all reasonable times, but readings, calibrations, adjustments, repair and other maintenance thereof shall be conducted by Operator.

5.4 Suspension of Operations. The Parties acknowledge that the injection of Project Water as a means of augmenting The Geysers geothermal reservoir is a process which may or may not achieve the desired results, or which may have effects beyond the contemplation of the Parties. Therefore, the Parties hereto may individually or jointly suspend delivery or acceptance of Project Water if at any time during the term of this Agreement a State or Federal agency concludes that the injection of Project Water is causing significant adverse health, safety or environmental effects, or if a Party concludes that the operations are causing interference with its steam production or having adverse effects upon its geothermal facilities, or if contractual or economic conditions make continued operations impractical. Any Party may continue to suspend operations hereunder until such time as the cause can be remedied.

6. ALLOCATION AND PAYMENT OF COSTS

6.1 General Rules. Except as otherwise provided herein, all costs and expenses incurred pursuant to the terms and provisions of this Agreement and which relate directly to the Steam Suppliers Facilities shall be shared in proportion to the percentage interest of each Party, as specified in Section 4.1 herein.

6.2 Payment. Operator shall endeavor to bill the non-operator Party on or before the last day of each month for its percentage interest of the actual Operation and Maintenance Work costs for the preceding month. Such bills will be accompanied by statements that identify all charges and credits. Any unusual charges or credits shall be separately identified and fully described in detail. The non-operator Party shall pay its percentage interest of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the prime rate quoted by the Bank of America NT & SA plus one and one-half percent (1 1/2%) per annum or the maximum contract rate permitted by the applicable usury laws of the State of California, whichever is the lesser, plus attorney's fees, court costs, and other costs incurred in connection with the collection of unpaid amounts.

6.3 Advances and Payments by Non-Operator. Operator may require the non-operator Party to advance its share of the estimated cash outlay for the succeeding month's operation. Operator shall adjust each monthly billing to reflect advances received from the non-operator.

6.4 Adjustments. Payment of any such bills shall not prejudice the right of the non-operator Party to protest or question the correctness thereof; provided, however, all bills and statements rendered to the non-operator Party by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within such twenty-four (24) month period the non-operator Party takes written exception thereto and makes claim on Operator for adjustment. No adjustment unfavorable to Operator shall be made unless it is made within the prescribed period.

6.5 Special Allocations. The electricity costs for pumping the Project water shall be allocated separately from other Operation and Maintenance Work costs for each

month. Each Party's share of the pumping power costs shall be equal to its percentage of Project Water actually received for that month.

6.5.1 The value of supplying the power to operate the three Bear Canyon Pump Stations in order to deliver the Project Water shall be established from time to time by the Parties, and the agreed upon value of that power shall be that specified in Exhibit "A" of this Agreement.

6.5.2 Each Party's monthly share of Operation and Maintenance Work costs will include, as appropriate, a credit or debit for the value of such power calculated by multiplying the total kilowatt hours of power used by the Party by the value of power as described in Exhibit A herein.

6.5.3 Operations and Maintenance Work costs other than pumping power costs shall continue to be allocated based on each Party's percentage interest as specified in Section 4.1

6.5.4 NCPA shall pay for all of the costs up to \$2.5 million (Two Million Five Hundred Thousand Dollars) to purchase and install the SEGEP Phase II Facilities described in Section 1.8, as partial consideration for Calpine transferring and releasing to NCPA of a portion of Calpine's Project Water. Notwithstanding the foregoing sentence, the non-power Operations and Maintenance Work costs to operate and maintain these facilities will be allocated based on each Party's percentage interest as specified in Section 4.1.

6.5.5 As further consideration for Calpine transferring to NCPA a portion of Calpine's Project Water, NCPA will pay Calpine \$450,000 (Four Hundred Fifty Thousand Dollars) upon the effective date of this Agreement.

6.6 Commingling of Funds. No funds received by Operator under this Agreement need be segregated or maintained by it as a separate fund, but may be commingled with its own funds.

6.7 Audits. The non-operator Party, upon notice in writing to Operator, shall have the right to audit Operator's accounts and records relating to this Project for any calendar year within the twenty-four (24) month period following the end of such

calendar year; provided, however, the making of an audit shall not extend the time for taking written exception to and making adjustments of accounts as provided for above. The non-operator Party shall make every reasonable effort to conduct joint or simultaneous audits in a manner that will result in a minimum of inconvenience to the Operator. The audit shall not be conducted more than once a year without prior approval of the Operator.

7. ABANDONMENT AND RESTORATION

Upon final termination of this Agreement, each Party shall be responsible for a share of the costs and expenses involved in removing or decommissioning the Steam Suppliers Facilities and SEGEP Phase II Facilities, less any salvage value. The Operator shall calculate each Party's percentage share of such abandonment costs based on the total amount of water taken by each Party as a percent of total Project Water delivered by LACOSAN during the term of this Agreement.

8. RIGHTS RESERVED BY ALL PARTIES

8.1 Access to Project. Each Party shall at all times during the term hereof make reasonable efforts to provide for the other Party to have reasonable access to the Steam Suppliers Facilities and SEGEP Phase II Facilities, including facilities under construction, and to all data and documents concerning current Operation and Maintenance Work affecting any Steam Suppliers Facilities and SEGEP Phase II Facilities.

8.2 Right to Inspect Books and Records. The non-operating Party shall at all reasonable times have the right to inspect Operator's books and accounts relating to operations hereunder.

8.3 Right to Audit. The non-operating Party shall have the right to audit Operator's books and accounts pertaining to operations in accordance with the provisions of Section 6.7.

9. TAXES

9.1 Property Taxes. Each Party shall be responsible for payment of the real and personal property taxes assessed upon its interest in the property used or held by Operator for operations hereunder. If the property should be assessed as a unit, the Operator shall prepare and file all property tax returns and shall bill the non-operating Party on the basis of its respective share of the portion of the property that is subject to taxation. Such billings shall be paid at least 10 days prior to the dates on which the tax payments are due. At the request of either Party, the Operating Committee shall take responsibility for conducting discussions with the proper taxing authorities relating to the assessment and taxation of such property and shall assist in resolving disputes over property tax assessments.

9.2 Individual Withdrawal. Should either Party withdraw from this Agreement pursuant to Section 13, Individual Withdrawal, such Party will be required to pay a prorated share of property taxes attributable to its percentage interest for the tax year in which the Party withdraws from this Agreement. The withdrawing Party will not be required to pay property taxes for the remaining duration of this Agreement.

9.3 Other Taxes. Each Party shall be individually responsible for any taxes levied or assessed on potential or actual generation increases or reduction of decline rates due to the injection of Project Water into each Party's respective geothermal property.

10. INSURANCE

10.1 Worker's Compensation. Operator shall procure and maintain, for the benefit of both Parties, Worker's Compensation Insurance required by the State of California. If it qualifies, Operator may elect to be a self-insurer with respect to Worker's Compensation Insurance. In either case Operator may charge the other Party its share, as specified in Section 4.1, of the actual cost of the premiums for such insurance.

10.2 Other Insurance. Operator shall procure and maintain such other insurance for the benefit of the Parties as may be required by the Operating Committee. The net premiums for such insurance shall be charged to each Party based on its interest as specified in Section 4.1 and paid pursuant to the terms in Section 4.1.

11. LIABILITY AND INDEMNIFICATION

Except for the failure to make monetary payments as required by this Agreement, and except for damage resulting from a breach of this Agreement, willful misconduct, gross negligence, conscious disregard or breach of fiduciary obligation, (a) no Party, nor any of its members, directors, members of its governing body, officers or employees shall be liable to any other Party for any loss or damage resulting from, or in any way related to, the performance or nonperformance of its obligations under this Agreement, and (b) any and all liability to third parties and any liability arising from the consequence of any violation or alleged violation of permit, statutes, ordinances, orders, rules or regulations of any governmental entity arising out of the performance of this Agreement shall be shared among the Parties in proportion to the percentage interest set forth in Section 4.1 of this Agreement.

12. OBLIGATIONS AND RELATIONSHIPS OF THE PARTIES

12.1 Best Efforts. Each Party shall use its best efforts and work diligently, in good faith, and in a timely manner, to carry out the duties and obligations imposed by this Agreement.

12.2 Individual Liability. The duties, obligations and liabilities of the Parties shall be several and not joint or collective and nothing contained herein is intended to create a partnership, joint venture, association, or trust among the Parties. Each Party shall be responsible only for its obligations as specified herein, and shall be liable only for its percentage interest as defined in this Agreement in Section 4.1.

12.3 No Agency. Except as expressly provided for in this Agreement or other Project agreements, no Party shall be the agent of or have the right or power to bind another Party.

13. INDIVIDUAL WITHDRAWAL

13.1 Notice of Withdrawal. Except as otherwise provided in Section 13.2 below, after the expiration of three (3) years from the commencement of operations hereunder, a Party shall have the right, upon two (2) years advance written notice, to

withdraw from this Agreement by assigning and transferring in writing all its right, title and interest in the Project to the remaining Party that does not then wish to withdraw.

13.2 Effect of Assignment. Any assignment made as a result of a withdrawal by a Party pursuant to this Section 13 shall not relieve the withdrawing Party from any obligation or liability incurred or created prior to the date that the notice is received, including but not limited to the obligations set forth in Section 7.1 of this Agreement, and provided further that any and all interests created out of such withdrawing Party's interest shall from and after the date of such assignment be subject to the terms of this Agreement and shall be chargeable with the pro rata portion of all expenses thereunder in the same manner as if such interest were a working interest. The right of a withdrawing Party to any benefits subsequently accruing hereunder shall cease upon the effective date of the withdrawal. The withdrawing Party shall be relieved of all obligations and liabilities that arise subsequent to the effective date of the withdrawal.

14. ASSIGNMENTS

No Party shall have the right to assign, either in whole or in part, any of the rights, duties or obligations related or imposed under this Agreement without the prior written consent of the other Party, and said consent shall not be unreasonably withheld, except to the other Party to this Agreement or to a subsidiary, affiliate or the other party succeeding to all or substantially all of the Geysers geothermal interests of that Party provided that such subsidiary, affiliate or succeeding party assumes the assigning Party's obligations hereunder in writing. No sale or assignment as between the Parties shall relieve the assigning Party of any duties or obligations which accrued prior to the effective date and time of such sale or assignment.

15. TERMINATION

The Parties may jointly terminate this Agreement at any time during the term hereof by the unanimous written consent of the Parties.

16. DISPUTE RESOLUTION

16.1 Mediation. If a dispute arises from or relates to this Agreement, or breach thereof, and if such dispute cannot be settled through negotiation, the Parties agree to first

try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association (“AAA”).

16.2 Arbitration. If the Parties are unable to resolve the dispute within thirty (30) days after service of the mediation request, any Party may serve on the other Party a demand for arbitration. Any dispute shall be subject to arbitration under the Commercial Arbitration Rules of the AAA as amended and supplemented by the terms of this Section. The demand shall set forth the nature of the dispute, the amount involved, the remedy sought, and the locale requested for the arbitration hearing (the “Hearing”). Any demand or a counterclaim shall be served within twenty (20) days after service of the demand for arbitration, and shall contain the same information required by this Section 16.

16.3 Selection of Arbitrator. If the Parties cannot agree on an arbitrator, they shall select the arbitrator from a list of five arbitrators experienced in complex engineering, construction or contract disputes, to be submitted to the Parties by the AAA. Each Party shall be entitled to strike two names from such list and the last name shall be the arbitrator. The Parties shall draw lots to determine the order in which they strike the names. Either Party may request the AAA to disqualify an arbitrator for bias, personal or financial interest, or relationship with any Party, pursuant to the rules of the AAA.

16.4 Discovery. Each Party shall have the right to limited discovery from the other Party as follows: (a) each Party shall be entitled to demand the production, no later than fifteen (15) days before the Hearing, of any documents the other Party intends to rely upon at the Hearing for its case-in-chief, and any documents which refer or relate to the matters at issue in the Arbitration; (b) either Party may demand production, no later than ten (10) days before the Hearing, of the list of witnesses the other Party intends to call at the Hearing for its case-in-chief, together with a brief description of the testimony of each witness; and (c) either Party shall be entitled to take a total of three (3) days of depositions of the other Party’s employees or other witnesses, which may be extended only for good cause. Any dispute over discovery shall be submitted to the arbitrator for decision.

16.5 Pre-hearing Conference. The arbitrator shall convene a pre-hearing conference at least ten (10) days before the Hearing to determine procedures for the Hearing, including evidence to be submitted, evidentiary objections, length of the Hearing and other matters.

16.6 Hearing Location and Time. The Hearing shall begin not later than ninety (90) days after service of the demand or cross-demand for arbitration, whichever is later. The Hearing shall be held at a location mutually agreed by the Parties. If the Parties are unable to agree Santa Rosa shall be the hearing locale. The Hearing shall proceed under the rules and procedures of the AAA or as mutually agreed by the Parties.

16.7 Decision. The arbitrator's decision shall be rendered within thirty (30) days of the submission of all evidence. The decision shall be final and binding on the Parties and their successors, and may be confirmed in any competent Court having jurisdiction. The arbitrator may direct specific performance and may award other equitable relief, but the arbitrator is not empowered to award punitive damages, treble damages or other damages in excess of actual damages, except as indemnification under Section 11 "Liability and Indemnification" of damages owing to a third party.

16.8 Interest. The prevailing Party shall be entitled to interest, compounded monthly, on the net amount of the award, at the then-current prime lending interest rate used by the Bank of America, plus three (3) percentage points. The interest shall accrue from the date the arbitration request under Section 16.2 "Arbitration" is served through the date the award is paid.

16.9 Confidentiality. Notwithstanding anything to the contrary contained in this Section 16, the Parties shall execute an agreement with the mediator or the arbitrator, which shall (a) require the mediator or the arbitrator to treat any information conveyed to them as confidential, and prohibit disclosure of any confidential or trade secret information; (b) make California Evidence Code Section 1152.5 applicable to the mediation or arbitration; and (c) for the arbitration, prohibit any ex parte contacts with the arbitrator without the explicit consent of the other parties, unless the arbitrator initiates the contacts and they are made part of the record. Any information presented at the mediation or arbitration shall be neither admissible nor discoverable in any regulatory proceeding or in any action, as provided in Section 1152.5 of the Evidence Code.

16.10 Party Representative. Each Party shall have in attendance throughout the mediation and arbitration proceedings a designated representative who has: (a) sufficient authority to negotiate and recommend compromise within the full monetary range of the dispute; and (b) little or no direct involvement in the dispute.

16.11 Costs. The prevailing Party shall be entitled to its costs incurred in connection with the procedures described in this Section 16.

16.12 Statute of Limitations. The service of an arbitration request under Section 16.2 shall suspend the running of any statute of limitations applicable to the dispute for which the negotiation request is made. The Parties shall jointly take any action required in order to effectuate the suspension.

16.13 Exclusivity. The procedures specified in this Section 16 shall be the sole and exclusive procedures for the resolution of disputes. However, a Party may seek a preliminary injunction or other preliminary judicial relief in order to avoid great or irreparable injury, or waste to the extent otherwise permitted by law. Despite such action, the Parties shall continue to participate in good faith in the procedures specified in this Section 16.

17. FORCE MAJEURE

If as a result of force majeure, which means acts of God, strikes, lockouts, or other disturbances, acts of the public enemy, wars, insurrections, riots or acts of terrorism, epidemics, landslides, earthquake, severe weather conditions, fires, storms, floods, washouts, or acts of restraint by any governmental agency or any other cause whether similar or dissimilar to the foregoing enumerated causes not within the control of the Party or Parties claiming suspension, any Party is unable to carry out its obligations under this Agreement wholly or in part, such Party shall give prompt written notice to the other Party of the force majeure with reasonably full particulars concerning it. Thereupon, except for obligations to make payment of money, the obligation of the Party giving the notice, so far as it is affected by the force majeure, shall be suspended to the extent of and during, but no longer than, the continuance of the force majeure; provided the non-performing Party promptly and persistently pursues all the alternatives reasonably available to remedy its ability to perform and the non-performing Party resumes performance of its obligations as soon as possible. The other Party shall also be relieved of its obligations to the extent such Party or other Party cannot perform due to such event of force majeure.

18. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal, state, and local laws and the rules and regulations of any federal, state, local or other government agency having jurisdiction over the activities and operations conducted pursuant to this Agreement.

19. NOTICES

19.1 Addresses. Any and all notices or other communications required or permitted by this Agreement, or by the law, to be delivered to, served on, or given to either Party to this Agreement shall be in writing and shall be deemed properly delivered when personally delivered to the Party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first class postage prepaid, addressed to the parties as follows:

<u>Party</u>	<u>Address</u>
NCPA	P.O. Box 663 Middletown, CA 95461 Attn. Steam Field Superintendent
	With a copy to: General Manager Northern California Power Agency 180 Cirby Way Roseville, CA 95678
Calpine	10350 Socrates Mine Road, Middletown, CA 95461 Attn. VP-Geothermal Resource Management

19.2 Changes. Any Party hereto may change its address for the purpose of this Section 19 by giving written notice of such change in the manner prescribed by this Section 19 to the other Party to this Agreement.

20. ENTIRE AGREEMENT

This document represents and contains the entire Agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior oral and written agreements and understandings including the first amendments and second, except for the Project Construction Financing Agreement and the Joint Operating Agreement between LACOSAN, NCPA, and Calpine. No promises, agreements, or warranties additional to this Agreement shall be deemed to be a part hereof, nor will any alteration, amendment or modification hereto be effective unless confirmed in writing by the Parties or their duly authorized agents.

21. SEVERABILITY

In the event that any term, covenant, or condition of this Agreement or the application of any such term, covenant, or condition shall be held invalid as to any person, entity, or circumstance by any court or agency having jurisdiction, such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby but shall remain in full force and effect unless a court or agency having jurisdiction holds that such provisions are not severable from the other provisions of this Agreement.

22. WAIVERS AND AMENDMENTS

No waiver shall be deemed to have been made by any Party of any of its rights under this Agreement unless the same shall be in writing signed on its behalf by a person authorized to make such a waiver. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Further, this Agreement shall not be amended or modified except by an instrument in writing signed by the Party against whom enforcement is sought.

23. NO DEDICATION OF FACILITY

Any undertaking by a Party under any provision of this Agreement is rendered strictly as an accommodation and shall not constitute the dedication of such Party's facilities to the public, to any other Party, or to any third party.

24. THIRD PARTY BENEFICIARIES

None of the promises, rights, or obligations contained in this Agreement shall ensure to the benefit of any person or entity not a Party to this Agreement, other than the rights of members of NCPA, which derive from their membership in NCPA.

25. DEFAULT

If any Party to this Agreement defaults in respect to any of its obligations under this Agreement, the non-defaulting Party shall notify the defaulting Party in writing, setting out in what respects the non-defaulting Party deems the defaulting Party to be in such default. If within thirty (30) days after receipt of such notice, the defaulting Party has corrected the default alleged by the non-defaulting Party, the defaulting Party shall not be deemed in default. Neither the service of said notice, nor the doing of acts by the defaulting Party aimed to correct any or all of the alleged defaults, shall be deemed an admission or presumption that the defaulting Party has failed in any respect to perform its obligations hereunder. If the defaulting Party fails to correct all or any of the alleged defaults within the allowable time, the non-defaulting Party, may proceed in accordance with Section 16.

26. ATTORNEY'S FEES

If any action at law or in equity, including arbitration pursuant to Section 16 above, is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which such Party may be entitled, unless otherwise provided in this Agreement.

27. COUNTERPARTS

This Agreement may not be executed in counterparts and shall be deemed to constitute a single Agreement when executed by both parties on the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

NORTHERN CALIFORNIA POWER
AGENCY

By:  Date: 9/18/03

Name: George Fraser


Title: General Manager

Witness:

By: 
NCPA Secretary or Assistant Secretary

Approved as to Form:

DENNIS W. DE CUIR
A Law Corporation

By: 
Dennis W. De Cuir

CALPINE CORPORATION

By: W.T. Bosh Date: 9/8/03

Name:

Title: VP, Geothermal Resource Management

Witness:

By: Denny Keith
Regional Power VP, Geothermal

EXHIBIT A

(effective as of April 1, 2003)

Statement of the Value of the Pumping Power delivered to the Bear Canyon Pump Stations as part of the operation of the Southeast Geysers Effluent Pipeline Project

The pumping power at Bear Canyon shall be provided as follows:

NCPA will provide all project power to operate the three Bear Canyon Pump Stations at \$40/Mwhr for the period April 1, 2003 through December 31, 2006. Under emergency conditions, when NCPA is incapable of supplying power, NCPA may request that Calpine temporarily supply the power needed until NCPA's capability has been restored.

Calpine and NCPA will jointly develop a mutually acceptable plan for either or both Parties to provide the Bear Canyon Pumping Stations power requirements after December 31, 2006.



December 20, 2006

Mr. Dennis Gilles
Vice President, Calpine Corporation
10350 Socrates Mine Road
Middletown, CA 95409

PO Box 863
12000 Ridge Road
Middletown, CA 95461

George Fraser
general manager

www.ncpa.com

Re: Amendment of Exhibit A (Power Supply and Calculation of Pumping Power Value of the Southeast Geysers Effluent Pipeline Project) of the Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project, between Calpine Corporation and NCPA, dated September 18, 2003 ("SEGEP Agreement").

Dear Dennis:

As we discussed, and Pursuant to section 22 of the SEGEP Agreement, which allows for revisions to the agreement by an instrument in writing, attached is our proposed amended Exhibit A to the referenced agreement. This Amended Exhibit A is necessary because the current contractual commitment by Northern California Power Agency (NCPA) to provide the power to operate the Bear Canyon Pump Stations terminates December 31, 2006. The Amended Exhibit is to be implemented effective January 1, 2007.

As a result of negotiations between Calpine Corporation and NCPA, the Operating Committee of the Project proposes that future power supplies be based on a prorated pumped volumes basis. Henceforth, beginning January 1, 2007, each Party is to supply its share of the power that is needed to deliver its share of the water to The Geysers delivery points. The terms of the present Agreement entitle Calpine to receive about 60% of the water that is being delivered under typical operating conditions. Consequently, it is proposed that Calpine agree to supply the power needed to operate both Bear Canyon Pump Stations #1 and #2, while NCPA agrees to supply the power needed to operate Bear Canyon Pump Station #3. Currently the power needs are typically 2.2 MWs for #1 plus #2, and 1.2 MWs for #3. Both Parties acknowledge and agree that they will provide temporary backup power service to the other as needed.

The accounting for the amount of power actually delivered each month, to the Bear Canyon Pump Stations, by each Party is to be based on meter readings made the first day of each month and reported within five (5) business days to the other party. As identified in the enclosed figure on Page 2, Calpine is to report on meters #3136 R7 and #1444 T5, and NCPA is to report on meter #12.

The value of the power supplied each month, by the Parties, is to be calculated using the simple mathematical average of the hourly weighted daily market prices for electricity as posted by the International Energy Exchange (IEX), as shown in the attached example, (or as

posted by a mutually agreed to successor Index, such as Dow Jones Electricity Price Index) for North Path 15, plus an adjustment factor of \$5/MWhr. Any Party with an excess delivery of power, compared to its percentage of water received from the Project that month, will be credited for those excess MWhrs at the rate described above; such credit to be applied against the project operating cost on the next published monthly invoice. This method of valuing the power supplied by both Parties is to be effective from January 1, 2007 through June 30, 2007 (end of current project fiscal year). Following June 30, 2007, this method is to be either extended or modified by mutual written agreement of the Project's Operating Committee for subsequent budget years, not less than 60 days before the end of the then current SEGEP fiscal year.

If the above fairly represents your understanding of the conditions of this amendment, please sign as indicated and return.

Steven Encdy
 Steven Encdy
 Northern California Power Agency

Dennis Gilles
 Dennis Gilles
 CALPINE CORPORATION

Date 12/26/2006

Date 12-20-06

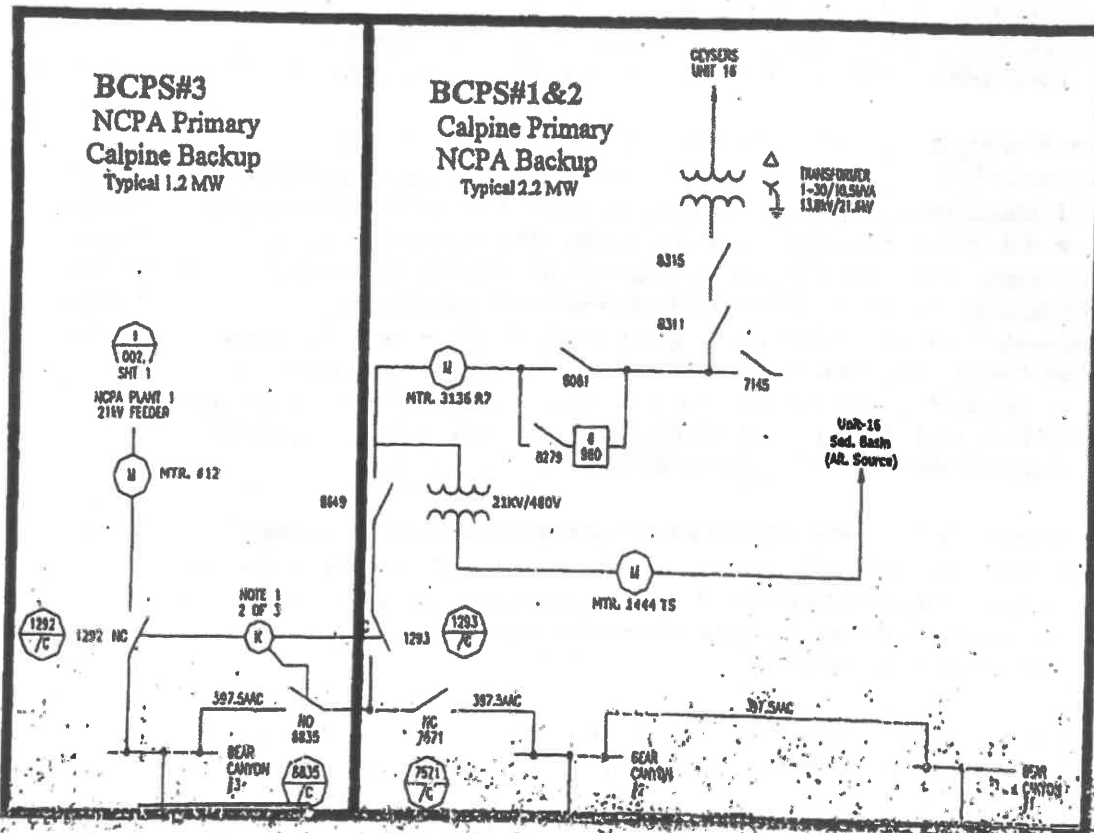


EXHIBIT A

(As amended by letter agreement dated December 20, 2006, effective as of January 1, 2007)

Power Supply and the Calculation of Pumping Power Value of the Southeast Geysers Effluent Pipeline Project

The Supply of Power to the Bear Canyon Pump Stations shall be as follows:

- 1). Starting on or about January 1, 2007 Calpine is to supply the power needed to operate both Bear Canyon Pump Stations #1 and #2, while NCPA agrees to supply the power needed to operate Bear Canyon Pump Station #3.
- 2). Both Parties acknowledge that they are willing to provide temporary backup power service to the other as needed. Such temporary period is not to exceed 45 calendar days without written acknowledgement and agreement.
- 3). By the 5th business day of the each month the Parties are to inform each other of the metered delivery of MWhrs to the Bear Canyon Pump Station(s) during the previous month. Emailed or FAXED transmission will be accepted.

Calculation of the Value of the Pumping Power to be Supplied to the Bear Canyon Pump Stations

- 1). For the period January 1, 2007 through June 30, 2007 the value of the electricity being supplied by the Parties to the Bear Canyon Pump Stations each month is to be calculated by using the simple mathematical average of the hourly weighted daily market prices for electricity as posted by the International Exchange (ICE), as shown in the attached example, for North Path 15, plus an adjustment factor of \$5/MWhr. See the attached sample calculation.
- 2). Any Party with an excess delivery of power, compared to its percentage of water received from the Project that month, will be credited for those excess MWhrs at the rate described above. That credit will be applied as part of the accounting of the total project expenses for that month, and the respective share of those expenses to be paid by each Party.
- 3). For the fiscal year beginning July 1, 2007 and thereafter, this method is to be either extended or modified by mutual written agreement, not less than 60 days before the end of the then current SEGEP fiscal year.

NP 13

Electricity Price Index

August 31, 2008

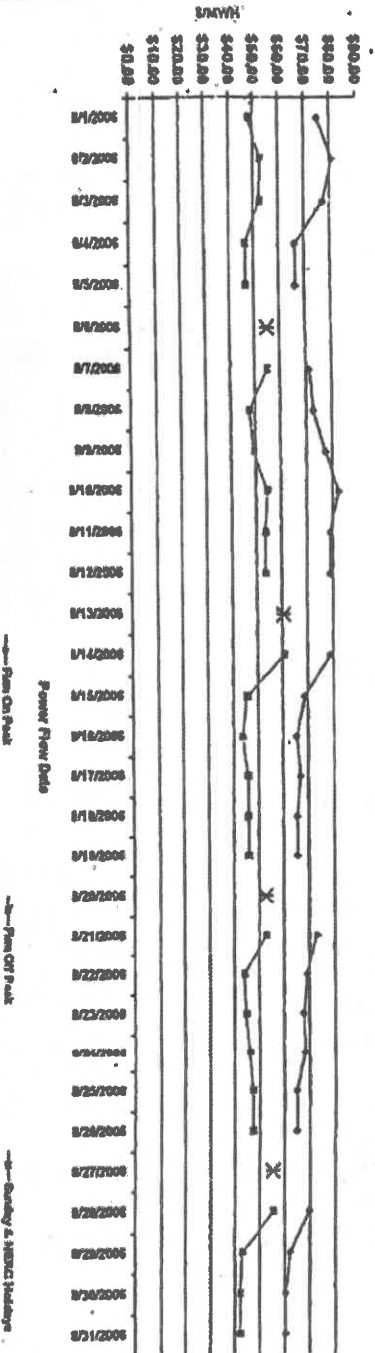
DATE	From On Peak	Volume MWH	From On Peak High	From On Peak Low	From Off Peak High	From Off Peak Low	Sum & WEGC 24 HOUR	Volume MWH	Sum & WEGC High	Sum & WEGC Low
August 31, 2008	\$20.46									
August 30, 2008	\$50.46									
August 29, 2008	\$42.14									
August 28, 2008	\$89.83									
August 27, 2008	\$46.06									
August 26, 2008	\$63.05									
August 25, 2008	\$48.72									
August 24, 2008	\$47.83									
August 23, 2008	\$89.02									
August 22, 2008	\$72.81									
August 21, 2008	\$64.46									
August 20, 2008	\$64.46									
August 19, 2008	\$64.46									
August 18, 2008	\$64.46									
August 17, 2008	\$64.46									
August 16, 2008	\$64.46									
August 15, 2008	\$64.46									
August 14, 2008	\$64.46									
August 13, 2008	\$64.46									
August 12, 2008	\$64.46									
August 11, 2008	\$64.46									
August 10, 2008	\$64.46									
August 9, 2008	\$64.46									
August 8, 2008	\$64.46									
August 7, 2008	\$64.46									
August 6, 2008	\$64.46									
August 5, 2008	\$64.46									
August 4, 2008	\$64.46									
August 3, 2008	\$64.46									
August 2, 2008	\$64.46									
August 1, 2008	\$64.46									

Index: Weighted average price of megawatt-hours sold at NP 13. The index is in \$/MWh.

NUMBERS HIGHLIGHTED = DERIVED

NUMBERS HIGHLIGHTED = SURVEYED

For questions or comments please call Ernest Oncavage (888) 828-4663



Day	Average	On-Peak	Off-Peak	Quality & WEGC Index
31	\$64.34	\$70.36	\$49.63	\$62.73
30	\$64.34	\$70.36	\$49.63	\$62.73
29	\$64.34	\$70.36	\$49.63	\$62.73
28	\$64.34	\$70.36	\$49.63	\$62.73
27	\$64.34	\$70.36	\$49.63	\$62.73
26	\$64.34	\$70.36	\$49.63	\$62.73
25	\$64.34	\$70.36	\$49.63	\$62.73
24	\$64.34	\$70.36	\$49.63	\$62.73
23	\$64.34	\$70.36	\$49.63	\$62.73
22	\$64.34	\$70.36	\$49.63	\$62.73
21	\$64.34	\$70.36	\$49.63	\$62.73
20	\$64.34	\$70.36	\$49.63	\$62.73
19	\$64.34	\$70.36	\$49.63	\$62.73
18	\$64.34	\$70.36	\$49.63	\$62.73
17	\$64.34	\$70.36	\$49.63	\$62.73
16	\$64.34	\$70.36	\$49.63	\$62.73
15	\$64.34	\$70.36	\$49.63	\$62.73
14	\$64.34	\$70.36	\$49.63	\$62.73
13	\$64.34	\$70.36	\$49.63	\$62.73
12	\$64.34	\$70.36	\$49.63	\$62.73
11	\$64.34	\$70.36	\$49.63	\$62.73
10	\$64.34	\$70.36	\$49.63	\$62.73
9	\$64.34	\$70.36	\$49.63	\$62.73
8	\$64.34	\$70.36	\$49.63	\$62.73
7	\$64.34	\$70.36	\$49.63	\$62.73
6	\$64.34	\$70.36	\$49.63	\$62.73
5	\$64.34	\$70.36	\$49.63	\$62.73
4	\$64.34	\$70.36	\$49.63	\$62.73
3	\$64.34	\$70.36	\$49.63	\$62.73
2	\$64.34	\$70.36	\$49.63	\$62.73
1	\$64.34	\$70.36	\$49.63	\$62.73

number of days in month: 31

**STEAM SUPPLIERS JOINT OPERATING AGREEMENT
SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT**

THIS THIRD AMENDMENT OF THE STEAM SUPPLIERS JOINT OPERATING AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT (Agreement), is entered into and dated this 6th day of November 2007, by and between NORTHERN CALIFORNIA POWER AGENCY, a California joint powers agency and public entity, with its principal executive offices at 180 Cirby Way, Roseville, California 95678 ("NCPA") and CALPINE CORPORATION, a Delaware corporation, with its principal executive offices at 50 West Fernando Street, San Jose, California 95113 ("Calpine referred to herein individually as "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the Parties originally entered into a STEAM SUPPLIERS JOINT OPERATING AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT on July 25, 1995 that established and provided for certain terms and conditions relating to their participation in and responsibility for the operation of that portion of the Southeast Geysers Effluent Pipeline Project (Project) which commences at the Point-of-Delivery and terminates at The Geysers Terminus; and

WHEREAS, the Parties first amended that STEAM SUPPLIERS JOINT OPERATING AGREEMENT on December 20, 2001 to recognize that Calpine had acquired the geothermal interests of PG&E and Unocal at The Geysers and therefore owned a 2/3 interest in all the Steam Suppliers Facilities of the Project, to recognize that NCPA had entered into an agreement with Lake County Sanitation District (LACOSAN) to fund Basin 2000 Facilities to deliver additional effluent to the Project, and to provide how the Project Water was to be henceforth distributed among other issues; and

WHEREAS, the Parties more recently approved the AMENDED AND RESTATED STEAM SUPPLIERS JOINT OPERATING AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT on September 18, 2003 to recognize that Calpine has transferred to NCPA a portion of its interest in the Project and a portion of its rights to Project Water for specific considerations provided to Calpine by NCPA, resulting in the Parties each having a 50 percent interest in the ownership of all Steam Supplier Facilities; and

WHEREAS, NCPA now has an approved reservation request from PG&E for California Solar Initiative ("CSI") incentives to support a proposed 999 kW PTC_{AC} rated solar array at the Southeast Geysers Effluent Pipeline Project's ("SEGEP") Southeast Pump Station ("SEPS"), the solar array henceforth referred to as the Solar Pumps Project ("SPP"), and that NCPA intends to utilize its governmental agency status (not available to Calpine) to obtain favorable financial incentives (CSI PBIs at a higher-than-taxable-entity rate and CREB financing) to permit NCPA to construct, operate and obtain a return on its investment that approximates its cost of capital for a just-under 1 mW PTC_{AC} rated solar facility; and

WHEREAS, The SPP facility will hedge approximately 30% of the PG&E electricity costs for operating the SEPS, and that NCPA as the Host Customer for the PG&E meter for SEPS is the only eligible party for CSI incentives, and must be owner of the solar facility to minimize levelized costs of electricity from the SPP, and because of its non-federally taxable and non-profit status and thus low cost of capital, NCPA is willing to make the approximately \$8.3 million capital investment required for the ground based, tilted, single axis tracking solar facility; and

WHEREAS, NCPA will require the collection of the savings in PG&E electricity costs, and the ownership of any Renewable Energy Credit ("REC") attributable to the array over a period of time (the capital recovery period or "CRP"), in order to amortize its large projected capital investment, and that after that CRP is completed, NCPA is willing to share with Calpine the future hedging benefit (but not any RECs created after the CRP) of the solar facility at no capital cost to Calpine.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties hereto agree to modify the existing AMENDED AND RESTATED STEAM SUPPLIERS JOINT OPERATING AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT as follows:

Add under 1. DEFINITIONS

1.9 "Solar Pump's Project (SPP)" facilities shall mean the solar array owned by NCPA to be installed at the SEPS for use by the Project to reduce electricity costs charged the Parties by PGE.

Replace the introduction to existing Section 6.5 with the following:

"Special Allocations. The electricity costs for pumping Project Water shall be allocated separately from other Operation and Maintenance Work costs for each month. Each Party's share of the pumping power costs shall be equal to its percentage of Project Water actually received for that month, with the exception that the pumping power costs incurred at SEPS are to be calculated in the manner described in Section 6.5.6."

Replace existing Section 6.5.3 with the following:

"Operations and Maintenance Work costs other than pumping power costs shall continue to be allocated based on each Party's percentage interest as specified in Section 4.1, subject to the adjustments described in Sections 6.5.7 and 6.5.8."

Add a new section, as follows:

"Section 6.5.6 Once the SPP is operational at SEPS the CRP will start and from that point in time (and until the end of the CRP) Calpine's share of the cost of SEPS electricity is to

be calculated as the product of the percentage of water received during the monthly billing periods times a "calculated" PG&E bill (the "CBill") rather than the actual PG&E bill. This CBill will be calculated by taking hourly data from the PG&E meter and adding hourly production data from the SPP's Production Monitoring and Reporting Service ("PMRS") and computing the cost of electricity for the SEPS as if all electricity consumed at the SEPS facility had been supplied by PG&E. Under current E-20P billing, this would result in Time Of Use ("TOU") totals for energy and capacity in kwh and kw, respectively, multiplied by the appropriate rate for each category, plus power factor adjustment and CEC tax. A sample CBILL is attached as an Exhibit B to this Amendment. The CBill will be calculated using the actual PG&E rate schedule in force at SEPS for each monthly billing period. If PG&E makes any change in the rate schedule at SEPS solely because of the production from the SPP (i.e., a less or more costly rate schedule is applied to SEPS because of the reduced purchases of electricity from PG&E due to the production provided by the SGP), Calpine and NCPA agree to make an appropriate adjustment to the method of calculating the CBill so that Calpine's share of SEPS electricity expenses is equivalent to what it would have incurred absent the existence of the SPP. Both parties agree to share in any changes in PG&E costs at SEPS that occur in the general course of PG&E's business, unrelated to the use of the SPP. Starting in year 26 (after the CRP), the allocation of the PG&E electricity bill at SEPS will revert back to the pre-SPP calculation, simply using the actual PG&E bill."

Add a new section, as follows:

"Section 6.5.7 None of the Operation and Maintenance Work costs of the SPP solar array incurred by NCPA during the CRP are to be allocated to Calpine. Starting at the end of the CRP, the SPP Operation and Maintenance Work costs are to be allocated based on each Party's percentage interest in the Project as specified in Section 4.1 and if disposition of the SPP occurs after the CRP (presumably at the termination of SEGEP), that will be done in accordance with Section 7 Abandonment and Restoration. If SEGEP termination occurs before the completion of the CRP, NCPA will be wholly responsible for all SGP re-deployment, dismantling and/or disposal costs incurred. It is agreed and acknowledged that, as between the parties, NCPA has sole control over the selection, design, construction, and testing of the SPP, including the retention of qualified design professionals and contractors to construct the SPP, and will own the SPP. Therefore NCPA is solely responsible for acquiring warranty and other contractual protections related to same. Should the SPP be defective in design or manufacture; fail prematurely; or become obsolete prior to expiration of the CRP, NCPA shall be solely responsible for the repair or replacement of the unit, or any failed part associated therewith, at its sole cost, and Calpine shall not be responsible for any repair or replacement except to the extent the defect, premature failure, or obsolescence is caused by Calpine's active negligence. NCPA is solely responsible for keeping the SPP project (and related improvements) free of mechanic's and materialmen's liens which arise from the design or construction of the SPP, and NCPA is solely responsible for any and all costs, including attorney fees), necessary for the defense, and timely removal, of those liens recorded against the real property or personal property of the Parties, or each of them. NCPA shall defend, hold harmless and indemnify Calpine from any all claims and alleged damages by any person, both in law and equity, including attorneys fees, which arise from or are associated with the design and construction of the SPP, except to the extent caused by the active negligence of Calpine."

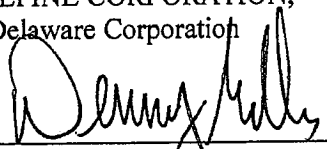
Add a new section, as follows:

“Section 6.5.8 Calpine is not to be charged for any increased incremental insurance premiums created by the SPP during the CRP. After the CRP is completed, all insurance premiums will be allocated as normally provided for in Section 6.5.3”.

Except as expressly described herein this Third Amendment, the “Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project” remains in full force and effect.

The signatories represent that they are authorized to sign this Amendment on behalf of the party for whom they sign, and have executed it on the dates as shown.

CALPINE CORPORATION,
A Delaware Corporation


By 

Printed Name: Dennis J Gilles

Title: Senior Vice President

Date 11-06-07

NORTHERN CALIFORNIA POWER AGENCY
a California joint powers agency and public entity

by 

Printed Name: Murray G. Grande

Title: Geothermal Facility Manager

Date 11/7/07

Exhibit B Example CBill

Service ID # 8432194005 WTR PUMPING STATION 2125HP
 Rate Schedule: E20P Service to Custs with Max Demands of 1000 K or More
 Billing Days: 30

Meter# X90696

PG&E CBILL

EXAMPLE

Blue cells are data input cells

Dates of Bill period		number of days in bill	Prior Read	Current Read	Difference	Meter Constant	Usage
6/12/2009 -		7/11/2009	30				
PG&E Data	Total kwh		39778	40282	504	1200	604,800
PG&E Data	Total kvars		24032	24454	422	1200	505,400
PMRS Data							
6/12/2009 -		6/30/2009					
Peak							76,000
Partial Peak							53,200
Off-Peak							0
Subtotal							129,200
7/1/2009 -		7/11/2009					
Peak							44,000
Partial Peak							30,800
Off-Peak							0
Subtotal							74,800
Total PMRS	kwh						120,000
Peak							84,000
Partial Peak							
Off-Peak							204,000
Subtotal							
Total kwh						810,000	808,800
Total Bill	calculated						\$90,691.99

Exhibit B Example CBILL

6/12/2009 -		6/30/2009						
Season:	Summer	PG&E Energy	PMRS Energy	Total Cbill Energy	Rate	Amounts	C BILL Amounts	
Peak		11,400	76,000	87,400	\$0.12385	\$10,824.49		
Partial Peak		50,920	53,200	104,120	\$0.09183	\$9,561.34		
Off-Peak		321,480	0	321,480	\$0.06527	\$20,983.00		
Totals		383,800	129,200	513,000			\$41,368.83	
Season:	Summer	PG&E Capacity	PMRS Capacity	Total Cbill Capacity				
Peak		200	1,000	1,200	\$11.88000	\$14,256.00		
Partial Peak		1,308	1,308	1,308	\$2.72000	\$3,557.76		
Off-Peak		1,308	1,308	1,308	\$5.04000	\$6,592.32		
Totals						\$24,406.08		
Capacity charge Allocation to this period of bill						0.633333333	\$15,457.18	
Meter charge allocation						\$788.50	0.633333333	\$499.38
Total Charges this period before CEC tax and PF adjustment								\$57,325.40
CEC tax this period						Rate \$/kwh	\$0.00022	\$112.86
7/1/2009 -		7/11/2009						
Season:	Summer	PG&E Energy	PMRS Energy	Total Cbill Energy	Rate	Amounts	C BILL Amounts	
Peak		6,600	44,000	50,600	\$0.12385	\$6,266.81		
Partial Peak		29,480	30,800	60,280	\$0.09183	\$5,535.51		
Off-Peak		186,120	0	186,120	\$0.06527	\$12,148.05		
Totals		222,200	74,800	297,000			\$23,950.37	
Season:	Summer	PG&E Capacity	PMRS Capacity	Total Cbill Capacity				
Peak		200	1,000	1,200	\$11.88000	\$14,256.00		
Partial Peak		1,308	1,308	1,308	\$2.72000	\$3,557.76		
Off-Peak		1,308	1,308	1,308	\$5.04000	\$6,592.32		
Totals						\$24,406.08		
Capacity charge Allocation to this period of bill						0.366666667	\$8,948.90	
Meter charge allocation						\$788.50	0.366666667	\$289.12
Total Charges this period before CEC tax and PF adjustment								\$33,188.39
CEC tax this period						Rate \$/kwh	\$0.00022	\$65.34
Meter charge		number of days in bill	Daily meter charge primary voltage					
		30	\$26.28337				\$788.50	
Total Bill								
Total kwh							810,000	
Total kvars							506,400	
Power Factor measured							85.0%	
power factor penalty						\$0.00005 \$/kwh/% under 85%		\$0.00
Total Bill								\$90,691.99



June 26, 2008

Mr. Dennis Gilles
Senior Vice President, Calpine Corporation
10350 Socrates Mine Road
Middletown, CA 95409


Re. Amendment of Exhibit A (Power Supply and Calculation of Pumping Power Value of the Southeast Geysers Effluent Pipeline Project) of the letter agreement between Calpine Corporation and NCPA dated December 20, 2006.

Dear Dennis:

Pursuant to section 22 of the SEGEP Agreement, which allows for revisions to the Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project by an instrument in writing, attached is NCPA's proposed amended Exhibit A to the referenced agreement. This Amended Exhibit A is necessary because the current agreement as contained in a letter agreement dated June 4, 2007 as to the supply of power to the Bear Canyon Pump Stations will expire on June 30, 2008. NCPA's proposed Amended Exhibit A is to be implemented effective July 1, 2008.

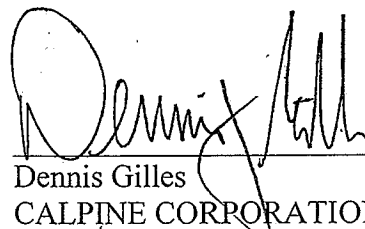
The proposed changes are to extend the term of Exhibit A for an additional 12 months, to run concurrent with the full term of the fiscal year beginning on July 1, 2008 and to increase the adjustment factor from \$5/MWhr to \$10/MWhr above the hourly weighted daily market prices for electricity as posted by the International Exchange (ICE) for North Path 15. In addition, once a quarter a Party is to have the option to temporarily provide the power needed to operate all three stations in order to better balance the amount of power it will supply to the amount of water it will receive that quarter.

If the above fairly represents your understanding of the conditions of this amendment, please sign as indicated and return.



James H. Pope
Northern California Power Agency

Date 3/1/08



Dennis Gilles
CALPINE CORPORATION

Date July 21, 2008

EXHIBIT A

(As amended by letter agreement dated June 4, 2008, effective as of July 1, 2008)

Power Supply and the Calculation of Pumping Power Value of the Southeast Geysers Effluent Pipeline Project

The Supply of Power to the Bear Canyon Pump Stations shall be as follows:

- 1). Calpine shall continue to normally supply the power needed to operate both Bear Canyon Pump Stations #1 and #2, while NCPA shall continue to normally supply the power needed to operate Bear Canyon Pump Station #3.
- 2). Both Parties will provide temporary backup power service to the other as needed if available. Such temporary period is not to exceed 45 calendar days without written acknowledgement and agreement.
- 3). By the 5th business day of the each month the Parties are to inform each other of the metered delivery of MWhrs to the Bear Canyon Pump Station(s) during the previous month. Emailed or FAXED transmission will be accepted.
- 4). On or about August 10, 2008, based on the July data, the daily meter readings automatically recorded at each pump station during the first third of August, and on the amount of water each Party has received so far and is expected to further receive during the quarter, NCPA (as Operator) is to inform Calpine which Party will need to begin on the 20th to temporarily supply all of the power needed to operate the Bear Canyon Pump Stations, and the number of days that it will need to continue to do so in order that the power it supplies during the quarter will better balance the amount of water it is expected to receive during the quarter. That Party is to have the option to either temporarily supply that additional power for that number of days before returning to its normal schedule of power supply, or to not do so and to instead simply continue its normal schedule of power supply. That decision is to be communicated to the other Party within 5 days of the notice by either E-mail or Fax.
- 5). This process is to then continue in each of the quarters ahead, with the opportunity for a temporary changes in power supply to begin on the 20th of the middle month of each quarter, or on the first business day after that date.

Calculation of the Value of the Pumping Power to be Supplied to the Bear Canyon Pump Stations

- 1).. For the period July 1, 2008 through June 30, 2009 the value of the electricity being supplied by the Parties to the Bear Canyon Pump Stations each month is to continue to be calculated by using the simple mathematical average of the hourly weighted daily market prices for electricity as posted by the International Exchange (ICE) for North Path 15, plus an adjustment factor of \$10/MWhr. In the event that CAISO implements MRTU, the value of the electricity being supplied by the Parties to the Bear Canyon Pump Stations each month will be calculated by using the simple mathematical average of the hourly weighted daily market prices for electricity at the NP15 EZ GEN Hub, plus an adjustment factor of \$10/MWhr
- 2). Any Party with an excess delivery of power, compared to its percentage of water received from the Project that month, will be credited for those excess MWhrs at the rate described above. That credit will be applied as part of the accounting of the total project expenses for that month, and the respective share of those expenses to be paid by each Party.
- 3). For the fiscal year beginning July 1, 2009 and thereafter, this method is to be either extended or modified by mutual written agreement, not less than 60 days before the end of the then current SEGEP fiscal year.



651 Commerce Drive
Roseville, CA 95678

(916) 781-3636

www.ncpa.com

June 1, 2009

Mr. Mike Rogers
Senior Vice President, Geothermal Region
Calpine Corporation
10350 Socrates Mine Road
Middletown, CA 95409

SUBJECT: Amendment of Exhibit A (Power Supply and Calculation of Pumping Power Value of the Southeast Geysers Effluent Pipeline Project) of the letter agreement between Calpine Corporation and NCPA dated June 26 2008.

Dear Mike:

Pursuant to section 22 of the SEGEP Agreement, which allows for revisions to the Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project by an instrument in writing, attached is NCPA's proposed amended Exhibit A to the referenced agreement. This Amended Exhibit A is necessary because the current agreement as contained in a letter agreement dated June 26, 2008 as to the supply of power to the Bear Canyon Pump Stations will expire on June 30, 2009. NCPA's proposed Amended Exhibit A is to be implemented effective July 1, 2009.

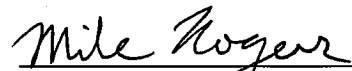
The proposed changes are to extend the term of Exhibit A for an additional Thirty Six (36) months, to run concurrent with the full term of the fiscal year beginning on July 1, 2009, and to modify the calculation of power to potentially include the new Bear Canyon Zero Booster Pump Station if agreed to by both Parties.

If the above fairly represents your understanding of the conditions of this amendment, please sign as indicated and return.



JAMES H. ROPE
General Manager
Northern California Power Agency

Date 6/1/09



MIKE ROGERS
Senior Vice President, Geothermal Region
CALPINE CORPORATION

Date 6/10/2009

Attachment: Exhibit A

EXHIBIT A

(As amended by Letter Agreement dated June 1, 2009, effective as of July 1, 2009)

Power Supply and the Calculation of Pumping Power Value of the Southeast Geysers Effluent Pipeline Project

The Supply of Power to the Bear Canyon Pump Stations shall be as follows:

1. Calpine shall continue to normally supply the power needed to operate both Bear Canyon Pump Stations #1 and #2, while NCPA shall continue to normally supply the power needed to operate Bear Canyon Pump Station #3.
2. Both Parties will provide temporary backup power service to the other as needed if available. Such temporary period is not to exceed forty-five (45) calendar days without written acknowledgement and agreement.
3. By the fifth (5th) business day of the each month, the Parties are to inform each other of the metered delivery of MWhrs to the Bear Canyon Pump Station(s) during the previous month. Emailed or FAXED transmission will be accepted.
4. On or about August 10, 2009, based on the July data, the daily meter readings automatically recorded at each pump station during the first (1st) third (3rd) of August, and on the amount of water each Party has received so far and is expected to further receive during the quarter, NCPA (as Operator) is to inform Calpine which Party will need to begin on the twentieth (20th) to temporarily supply all of the power needed to operate the Bear Canyon Pump Station, and the number of days that it will need to continue to do so in order that the power it supplies during the quarter will better balance the amount of water it is expected to receive during the quarter. That Party is to have the option to either temporarily supply that additional power for that number of days before returning to its normal schedule of power supply, or to not do so and to instead simply continue its normal schedule of power supply. That decision is to be communicated to the other Party within 5 days of the notice by either E-mail or Fax.
5. This process is to then continue in each of the quarters ahead, with the opportunity for temporary changes in power supply to begin on the twentieth (20th) of the middle month of each quarter or on the first (1st) business day after that date.
6. NCPA will be solely responsible to provide power for Bear Canyon Booster Pump Station Zero (BCZ)

Calculation of the Value of the Pumping Power to be Supplied to the Bear Canyon Pump Stations

1. For the period July 1, 2009 through June 30, 2012, the value of the electricity being supplied by the Parties to the Bear Canyon Pump Stations each month will be calculated by using the simple mathematical average of the hourly weighted daily market prices for electricity at the NP15 EZ GEN DA LMP .
2. Any Party with an excess delivery of power, compared to its percentage of water received from the Project that month, will be credited for those excess MWhrs at the rate described above. That credit will be applied as part of the accounting of the total project expenses for that month, and the respective share of those expenses to be paid by each Party.
3. For the fiscal year beginning July 1, 2012, and thereafter, this method is to be either extended or modified by mutual written agreement, not less than sixty (60) days before the end of the then current SEGEP fiscal year.
4. If both Parties agree, NCPA will receive credit for the power delivered to BCZ and that credit will be applied herein as part of the accounting of the total project expenses for that month, and the respective share of those expenses to be paid by each Party.



October 28, 2010

Mr. Mike Rogers
Senior Vice President, Geothermal Region
Calpine Corporation
10350 Socrates Mine Road
Middletown, CA 95461

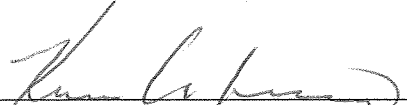
SUBJECT: Amendment of Exhibit A (Power Supply and Calculation of Pumping Power Value of the Southeast Geysers Effluent Pipeline Project) of the letter agreement between Calpine Corporation and NCPA dated June 1, 2009.

Dear Mike:

Pursuant to section 22 of the SEGEP Agreement, which allows for revisions to the Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project by an instrument in writing, attached is NCPA's proposed amendment to paragraph #1 of the "Calculation of the Value of the Pumping Power to be Supplied to the Bear Canyon Pump Stations" portion of Exhibit A to the referenced agreement. This amendment is now appropriate because the hourly weighted daily market prices for electricity at the NP15 EZ GEN DA LMP as reported by ICE are no longer reliably available and are now judged to be less representative than those prices made available from CAISO.

The change is proposed to become effective as of the first of October 2010 and to continue through the current term of Exhibit A which ends on June 30, 2012.


If the above fairly represents your understanding of the conditions of this amendment, please sign as indicated and return.



KEVIN CUNNINGHAM
Manager, Geothermal Facilities
Northern California Power Agency

Date 11-8-10

Attachment




MIKE ROGERS
Senior Vice President, Geothermal Region
CALPINE CORPORATION

Date 11/30/2010

Paragraph #1 in the section titled: "Calculation of the Value of the Pumping Power to be Supplied to the Bear Canyon Pump Stations" of Exhibit A of the "Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project" as most recently amended effective July 1, 2009 is replaced to read as follows:

"1. For the period October 1, 2010 through June 30, 2012, the value of the electricity being used by the Parties to the Bear Canyon Pump Stations each month will be calculated by using the simple mathematical average of the hourly weighted daily market prices for electricity at the CAISO Day Ahead TH NP15 GEN-APND."

 ATTACHMENT TO LETTER AGREEMENT OF 10-28-10
SIGNED BY KEVIN CUNNINGHAM OF NCPA 11-8-10
AND BY MIKE ROGERS OF CALPINE

**AMENDMENT TO THE
SECOND AMENDMENT AND RESTATEMENT OF THE
STEAM SUPPLIERS JOINT OPERATING AGREEMENT**

SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT (SEGEP)

THIS AMENDMENT (“**Amendment**”) to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project (“**Agreement**”), is entered into and dated as of the 2nd day of March, 2018, by and between NORTHERN CALIFORNIA POWER AGENCY, a California joint powers authority and public entity (“**NCPA**”), and CALPINE CORPORATION, a Delaware corporation (“**Calpine**”), referred to herein individually as “Party” and collectively as the “Parties.”

RECITALS

A. WHEREAS, the Parties originally entered into a Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project on July 25, 1995, which established and provided for certain terms and conditions relating to their participation in and responsibility for the operation of that portion of the Southeast Geysers Effluent Pipeline Project (“**Project**”) which commences at the Point-of-Delivery and terminates at The Geysers Terminus; and

B. WHEREAS, the Parties first amended that Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project on December 20, 2001 to recognize that Calpine had acquired the geothermal interests of PG&E and Unocal at The Geysers and therefore owned a 2/3 interest in all of the Steam Suppliers Facilities of the Project, to recognize that NCPA had entered into an agreement with Lake County Sanitation District to fund Basin 2000 Facilities to deliver additional effluent to the Project, and to provide how the Project Water was to be distributed among other issues; and

C. WHEREAS, the Parties entered into the Agreement on September 18, 2003 to amend and restate certain terms and conditions relating to the Parties’ participation in the Project, re-allocate the Parties’ rights to the Project Water, and agree that each Parties’ share of the monthly electricity costs needed to pump the Project Water would be equal to its percentage of the Project Water actually received for that month; and

D. WHEREAS, Section 5.1.2 of the Agreement states that “[t]he Party required to supply the power to operate the three Bear Canyon Pump Stations in order to deliver the Project Water shall be established from time to time by the Parties”, Section 6.5 of the Agreement states that “[e]ach Party’s share of the pumping power costs shall be equal to its percentage of Project Water actually received for that month”, and Exhibit A of the Agreement (“**Exhibit A**”)

identified the Parties' agreed-upon statement of the value of the electricity that NCPA would provide to pump the Project Water, specifically that NCPA would provide all electricity to operate the three Bear Canyon Pump Stations at a set price for the period April 01, 2003 through December 31, 2006; and

E. WHEREAS, the Parties agreed by letters dated December 20, 2006 to amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and the value of the electricity used for that power supply; and

F. WHEREAS, the Parties agreed by letter dated June 26, 2008 to further amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and the value of the electricity used for that power supply; and

G. WHEREAS, the parties agreed by letter dated June 1, 2009 ("**2009 Letter Agreement**") to further amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and also to extend the term of Exhibit A for an additional 36 months; and

H. WHEREAS, between 2012 and the present, the Parties have agreed upon their relative responsibility for the electricity costs needed to operate the Bear Canyon Pump Stations in connection with the yearly budgeting process for Project operations and maintenance ("**O&M**") expenses, and have each year executed written agreements approving the Project's O&M budget (which includes line items for electricity costs for the Bear Canyon Pump Stations as well as the Calpine Share (as defined below)); and

I. WHEREAS, the Parties now wish to revise the terms of the Agreement to require that NCPA provide the entire power supply for the Bear Canyon Pump Stations except in outage situations, and that Calpine compensate NCPA for its relative share of such electricity costs at an agreed-upon index price.

AGREEMENT

THEREFORE, in consideration of the promises and the mutual agreements contained herein, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined herein shall have the meanings set forth in the Agreement.
2. Term and Termination. The term of Exhibit A as revised by this Amendment shall begin on the date this Amendment is executed and extend for two (2) years from that date; provided that either Party in its sole discretion may elect to revert to the prior terms of Exhibit A (as set forth in the 2009 Letter Agreement) by providing thirty (30) written notice to the other Party.

3. Supply of Power to the Bear Canyon Pump Stations. Exhibit A to the Agreement is replaced and superseded in its entirety with the following:

The supply of electricity to power the Bear Canyon Pump Stations shall be as follows:

- A. NCPA shall supply the electricity needed to operate Bear Canyon Pump Stations #1, #2, and #3 (collectively, the “**Bear Canyon Pump Stations**”).
- B. If NCPA is temporarily unable to provide electricity to power the Bear Canyon Pump Stations, Calpine will provide backup power service to the Bear Canyon Pump Stations as needed and as available.
- C. On or about the 10th day of each calendar month, NCPA (as Operator) shall provide Calpine with a calculation of the electricity costs to supply the Bear Canyon Pump Stations during the prior month. NCPA shall calculate Calpine’s responsibility for such costs (“**Calpine’s Cost Responsibility**”) using the following formula:

$$\text{Calpine's Cost Responsibility} = ((\text{Electricity Usage} \times \text{Average Supply Cost}) \times \text{Calpine Share}) + (\text{Electricity Usage} \times \text{Cost Adder})$$

For purposes of this calculation, the following definitions apply:

“**Electricity Usage**” is the amount of electricity (in kWh) that NCPA used to supply the Bear Canyon Pump Stations during the prior calendar month, less the amount of electricity (if any, in kWh) that Calpine provided as temporary backup power service to the Bear Canyon Pump Stations during the prior calendar month.

“**Average Supply Cost**” is the average Locational Marginal Price (“**LMP**”) for the Geysers Plant 1, Unit 2 LMP node during the prior calendar month.

“**Calpine Share**” is the percentage of Project Water that Calpine received in the prior calendar month (as expressed in decimal terms (0.00)). For instance, if Calpine received 40% of the Project Water in a prior month, the Calpine Share for that month would be 0.40.

“**Cost Adder**” is equal to \$0.00750/kWh (i.e. \$7.50/MWh).

- D. To the extent the Parties disagree as to Calpine's Cost Responsibility for any particular month, the Operating Committee shall attempt to resolve such disagreement. If the Operating Committee is unable to resolve the disagreement, the Parties shall use the dispute resolution procedures set forth in Section 16 of the Agreement.
4. No Other Changes. Except as set forth herein, the Agreement, as previously amended, remains in full force and effect.
 5. Execution and Delivery. This Amendment may be executed in one or more counterparts, all of which will be considered one and the same. This Amendment may be delivered by the electronic exchange of executed signature pages (e.g., by email), and any printed or copied version of any signature page so delivered will have the same force and effect as an originally executed version of such signature page.
 6. Governing Law. The validity, interpretation, and effect of this Amendment are governed by and will be construed in accordance with the laws of the State of California applicable to contracts made and performed in such state and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by federal law or are governed by the law of the jurisdiction of organization of the respective Parties.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Amendment to be signed by their respective officers hereunto duly authorized as of the day and year first set forth above.

NORTHERN CALIFORNIA POWER AGENCY CALPINE CORPORATION

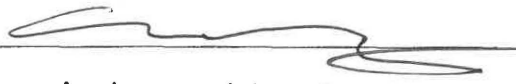
By: Randy S. Howard
Name: Randy S. Howard
Title: General Manager
Date: 3/2/18

By: SEE COUNTERPAGE
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Amendment to be signed by their respective officers hereunto duly authorized as of the day and year first set forth above.

NORTHERN CALIFORNIA POWER AGENCY CALPINE CORPORATION ^{PK}

By: _____

By: 

Name: _____

Name: Andrew Novotny

Title: _____

Title: Vice President

Date: _____

Date: 3/6/18

**ASSIGNMENT AND ASSUMPTION
OF SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT AGREEMENTS**

THIS ASSIGNMENT AND ASSUMPTION OF (this "Assignment") is entered into as of October 12, 2017 (the "Effective Date"), by and between Calpine Corporation, a Delaware corporation, as successor-in-interest to Calpine Geysers Company, L.P., a Delaware limited partnership ("Assignor"), and Geysers Power Company, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Reference is made to the those certain Southeast Geysers Effluent Pipeline Project Agreements described on Exhibit A attached hereto (collectively, the "SEGEP Project Agreements"). Pursuant to the SEGEP Project Agreements, Assignor has certain rights and obligations related to the operation of the Southeast Geysers Pipeline Project (the "Project") and certain ownership interests in the Project as more particularly set forth in the SEGEP Project Agreements (collectively, the "SEGEP Project Rights").

B. Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title, interest, obligations and liabilities under each of the SEGEP Project Agreements.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants of the parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Assignment Assignor hereby assigns to Assignee all of Assignor's right, title, interest, obligations and liabilities under each of the SEGEP Project Agreements.

2. Assumption: Assignee hereby (a) accepts assignment from Assignor of all of the right, title, interest, obligations and liabilities of Assignor under each of the SEGEP Project Agreements; and (b) agrees to assume and perform all of Assignor's obligations under each of the SEGEP Project Agreements and to be bound by all of the provisions of each of the SEGEP Project Agreements.

3. Miscellaneous.

(a) Indemnification. Assignee hereby agrees to protect, hold harmless, indemnify, defend and release Assignor from and against any claims, expenses (including, without limitation, reasonable attorneys' fees and litigation costs), liabilities or obligations of Assignor that arise in connection with the SEGEP Project Agreements and Project on or after the Effective Date. Assignor hereby agrees to protect, hold harmless, indemnify, defend and release Assignee from and against any claims, expenses (including, without limitation, reasonable attorneys' fees and litigation costs), liabilities or obligations of Assignor which arose in connection with the SEGEP Project Agreements and Project prior to the Effective Date.

(b) Attorneys' Fees. If any action, suit or proceeding is brought by either party hereto to enforce the terms of this Assignment, the prevailing party shall be entitled to recover from the other party all costs and expenses of the action, suit, or proceeding, including reasonable attorneys' fees, court costs and witness or other professional fees resulting therefrom, whether or not such controversy is litigated or prosecuted to judgment.

(c) Governing Law. The parties hereto acknowledge that this Assignment has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Assignment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(d) Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their heirs, representatives, successors and permitted assigns.

(e) Counterparts. This Assignment may be executed in any number of counterparts, all of which evidence only one agreement, binding on all parties, even though all parties are not signatory to the same counterpart.

(f) Authority. Each of the individuals executing this Assignment on behalf of a party individually represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

ASSIGNOR:

CALPINE CORPORATION,
a Delaware corporation

By: 

Name: ROBERT PARKER

Title: VP REGIONAL OPERATIONS

ASSIGNEE:

GEYSERS POWER COMPANY, LLC,
a Delaware limited liability company

By: 

Name: James Kluesener

Title: Vice President

EXHIBIT A

SEGEP PROJECT AGREEMENTS

1. That certain Joint Operating Agreement by and among Lake County Sanitation District ("LACOSAN"), Northern California Power Agency ("NCPA"), Union Oil Company of California ("Unocal"), NEC Acquisition Company ("NEC"), Thermal Power Company ("Thermal") and Calpine Geysers Company, L.P. ("Calpine Company") dated as of July 25, 1995, as amended by that certain Amendment No. 1 to Joint Operating Agreement by and among LACOSAN, NCPA and Calpine Corporation ("Calpine") dated as of December 4, 2001, that certain Amendment No. 2 to Joint Operating Agreement by and among LACOSAN, NCPA and Calpine dated as of November 20, 2007, and Third Amendment to Joint Operating Agreement by and among LACOSAN, NCPA and Calpine dated as of March 17, 2009 (as amended, the "**SEGEP Joint Operating Agreement.**")
2. Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement of the Southeast Geysers Effluent Pipeline Project by and between NCPA and Calpine dated as of September 18, 2003, as amended by that certain Amendment to Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement by and between NCPA and Calpine dated as of March 2, 2018, as amended by that certain Amendment of Exhibit A (Power Supply and Calculation of Pumping Power Value of Southeast Geysers Effluent Pipeline Project) dated to be effective as of January 1, 2007, as amended by that certain Amendment of Exhibit A (Power Supply and Calculation of Pumping Power Value of Southeast Geysers Effluent Pipeline Project) dated to be effective as of July 1, 2008, as amended by that certain Amendment of Exhibit A (Power Supply and Calculation of Pumping Power Value of Southeast Geysers Effluent Pipeline Project) dated to be effective as of July 1, 2009 (as amended, "**Amended and Restated Steam Suppliers Joint Operating Agreement**").

**2021 AMENDMENT TO THE SECOND AMENDMENT AND
RESTATEMENT OF THE STEAM SUPPLIERS JOINT OPERATING
AGREEMENT SOUTHEAST GEYSERS EFFLUENT PIPELINE PROJECT
(SEGEP)**

This 2021 Amendment ("Amendment") to the "Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project", also referred to as the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project, ("Agreement"), is entered into and dated as of the _____ day of _____, 2021, by and between the NORTHERN CALIFORNIA POWER AGENCY, a California joint powers authority and public entity ("NCPA"), and GEYSERS POWER COMPANY, LLC, a Delaware limited liability company, ("Geysers") (as successor in interest to Calpine Corporation ("Calpine") pursuant to that certain Assignment and Assumption Agreement, dated December 12, 2018), ("Geysers"), referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, NCPA and Calpine's predecessors in interest, including Calpine Geysers Company, L.P., originally entered into a Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project on July 25, 1995, which established and provided for certain terms and conditions relating to their participation in and responsibility for the operation of that portion of the Southeast Geysers Effluent Pipeline Project ("Project") which commences at the Point-of-Delivery and terminates at The Geysers Terminus; and

B. WHEREAS, NCPA and Calpine executed "Amendment No. 1 to the Steam Suppliers Joint Operating Agreement" Southeast Geysers Effluent Pipeline Project on December 20, 2001 to recognize that Calpine had acquired the geothermal interests of PG&E and Unocal at The Geysers known Geothermal Resources Area and therefore owned a 2/3 interest in all of the Steam Suppliers Facilities of the Project, to recognize that NCPA had entered into an agreement with Lake County Sanitation District to fund Basin 2000 Facilities to deliver additional effluent to the Project, and to provide how the Project Water was to be distributed among other issues; and

C. WHEREAS, the NCPA and Calpine entered into the "Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project", also referred to as Second Amendment and Restatement of the Agreement, ("Agreement") on September 18, 2003, to amend and restate certain terms and conditions relating to the participation of NCPA and Calpine in the Project, re-allocate each party's rights to the Project Water, and agree that each party's share of the monthly electricity costs needed to pump the

Project Water would be equal to its percentage of the Project Water actually received for that month; and

D. WHEREAS, the NCPA and Calpine entered into a further Amendment (referred to therein as Third Amendment) to the Steam Suppliers Joint Operating Agreement as of November 6, 2007, regarding the solar array facilities owned by NCPA, referred to as the Solar Pumps Project, and its installation, operation, and maintenance; and

E. WHEREAS, Section 5.1.2 of the Agreement states that "[t]he Party required to supply the power to operate the three Bear Canyon Pump Stations in order to deliver the Project Water shall be established from time to time by the Parties", Section 6.5 of the Agreement states that "[e]ach Party's share of the pumping power costs shall be equal to its percentage of Project Water actually received for that month", and Exhibit A of the Agreement ("Exhibit A") identified the Parties' agreed-upon statement of the value of the electricity that NCPA would provide to pump the Project Water, specifically that NCPA would provide all electricity to operate the three Bear Canyon Pump Stations at a set price for the period April 01, 2003 through December 31, 2006; and

F. WHEREAS, NCPA and Calpine agreed by letter dated December 20, 2006, to amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and the value of the electricity used for that power supply; and

G. WHEREAS, NCPA and Calpine agreed by letter dated June 26, 2008, to further amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and the value of the electricity used for that power supply; and

H. WHEREAS, NCPA and Calpine agreed by letter dated June 1, 2009, ("2009 Letter Agreement") to further amend Exhibit A to revise certain of the terms related to the power supply for the Bear Canyon Pump Stations and also to extend the term of Exhibit A for an additional 36 months; and

I. WHEREAS, NCPA and Calpine agreed by letter dated October 28, 2010, to further amend Exhibit A regarding calculation of the Pumping Power to be supplied to the Bear Canyon Pump Stations; and

J. WHEREAS, between 2012 and the present, the Parties have agreed upon their relative responsibility for the electricity costs needed to operate the Bear Canyon Pump Stations in connection with the yearly budgeting process for Project operations and maintenance ("O&M") expenses, and have each year executed written agreements approving the Project's O&M budget

(which includes line items for electricity costs for the Bear Canyon Pump Stations as well as the Geysers Share (as defined below)); and

K. WHEREAS, NCPA and Calpine executed an Amendment to the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement on March 2, 2018, requiring that NCPA provide the entire power supply for the Bear Canyon Pump Stations, except in outage situations, and Calpine would compensate NCPA for its share of the electricity costs at the agreed upon price stated therein, for a two-year term; and

L. WHEREAS, on December 12, 2018, Calpine Corporation, a Delaware corporation, as successor-in-interest to Calpine Geysers Company, L.P., a Delaware limited partnership, and Geysers Power Company, LLC, a Delaware limited liability company, executed an Assignment and Assumption of Southeast Geysers Effluent Pipeline Project Agreements that assigned to Geysers Power Company, LLC all right, title, interest, obligations and liabilities under the SEGEP Project Agreements defined in Exhibit A thereto as the Joint Operating Agreement as amended, and the Second Amendment and Restatement of the Steam Suppliers Joint Operating Agreement of the Southeast Geysers Effluent Pipeline Project as amended, and Geysers Power Company, LLC accepted the assignment of all right, title, interest, obligations and liabilities under the SEGEP Project Agreements; and

M. WHEREAS, the Parties wish to further revise the terms of Exhibit A to the Agreement to memorialize the understanding upon which the Parties have been performing and which requires that NCPA provide the entire power supply for the Bear Canyon Pump Stations except in outage situations, and that Geysers compensate NCPA for its relative share of such electricity costs at a revised agreed-upon index price; and

NOW THEREFORE, in consideration of the promises and the mutual agreements contained herein, the Parties agree as follows:

1. Definitions.
 - a. Capitalized terms used and not defined herein shall have the meanings set forth in the Agreement.
 - b. Excluding the Preamble and the Recitals, all references to "Calpine" in the Agreement shall be deleted and amended and replaced with "Geysers."
2. Term and Termination. The term of Exhibit A as revised by this Amendment shall begin on the date this Amendment is executed and extend two (2) years from that date; provided that either Party in its sole discretion may elect to its revise terms and conditions, terminate the amendment, or revert to the prior terms of Exhibit A (as set forth in the 2009 Letter Agreement) by providing a minimum of thirty (30)

days written notice prior to the execution date to the other Party. The Parties further agree that the Parties have been performing pursuant to the calculation and payment terms and conditions set forth in Section 3 of this Amendment since March 2, 2018.

3. Supply of Power to the Bear Canyon Pump Stations. Exhibit A to the Agreement is replaced and superseded in its entirety with the following:

The supply of electricity to power the Bear Canyon Pump Stations shall be as follows:

- A. NCPA shall supply the electricity needed to operate Bear Canyon Pump Stations #1, #2, and #3 (collectively, the "Bear Canyon Pump Stations").
- B. If NCPA is temporarily unable to provide electricity to power the Bear Canyon Pump Stations, Geysers will provide backup power service to the Bear Canyon Pump Stations as needed and as available.
- C. On or about the 10th day of each calendar month, NCPA (as Operator) shall provide Geysers with a calculation of the electricity costs to supply the Bear Canyon Pump Stations during the prior month. NCPA shall calculate Geysers' responsibility for such costs ("Geysers' Cost Responsibility") using the following formula:

$$\begin{aligned} &\text{Geysers' Cost Responsibility} = \\ &(\text{Electricity Usage} \times \text{Average Supply Cost} \times \text{Geysers Share}) + \\ &(\text{Electricity Usage} \times \text{Cost Adder} \times \text{Electricity Percentage}) \end{aligned}$$

For purposes of this calculation, the following definitions apply:

"Electricity Usage" is the amount of electricity (in KWhrs) that NCPA used to supply the Bear Canyon Pump Stations during the prior calendar month, less the amount of electricity (if any, in KWhrs) that Geysers provided as temporary backup power service to the Bear Canyon Pump Stations during the prior calendar month.

"Average Supply Cost" is the average Locational Marginal Price ("LMP") for the Geysers Plant 1, Unit 2 LMP node during the prior calendar month.

"Geysers Share" is the percentage of Project Water that Geysers received in the prior calendar month (as expressed in decimal terms (0.00)). For

instance, if Geysers received 40% of the Project Water in a prior month, the Geysers Share for that month would be 0.40.

"Cost Adder" is equal to \$0.00750/kWh (i.e. \$7.50/MWh).

"Electricity Percentage" is equal to 50% or 0.50. It refers to the amount of electricity that generally was provided by Geysers before the revision was established.

D. To the extent the Parties disagree as to Geysers' Cost Responsibility for any particular month, the Operating Committee shall attempt to resolve such disagreement. If the Operating Committee is unable to resolve the disagreement, the Parties shall use the dispute resolution procedures set forth in Section 16 of the Agreement.

4. No Other Changes. Except as set forth herein, the Agreement, as previously amended, remains in full force and effect.
5. Execution and Delivery. This Amendment may be executed in one or more counterparts, all of which will be considered one and the same. This Amendment may be delivered by the electronic exchange of executed signature pages (e.g. , by email), and any printed or copied version of any signature page so delivered will have the same force and effect as an originally executed version of such signature page.
6. Governing Law. The validity, interpretation, and effect of this Amendment are governed by and will be construed in accordance with the laws of the State of California applicable to contracts made and performed in such state and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by federal law or are governed by the law of the jurisdiction of organization of the respective Parties.

[Signature page follows]

IN WITNESS WHEREOF, hereto, intending to be legally bound hereby, have caused this Amendment to be signed by their respective officers hereunto duly authorized as of the day and year first set forth above.

NORTHERN CALIFORNIA POWER AGENCY GEYSERS POWER COMPANY, LLC

By: _____
Signature

By: _____
Signature

Name

Name

Title

Title

Date

Date

Approved as to form:

Jane E. Luckhardt, General Counsel



Commission Staff Report

January 20, 2021

COMMISSION MEETING DATE: January 28, 2021

SUBJECT: GreatBlue Research – Five Year Multi-Task Consulting Services Agreement for Market Research and Surveys for all aspects of Public Power; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Monty Hanks <i>MH</i> Assistant General Manager/CFO	METHOD OF SELECTION:	<i>Competitive Pricing Process</i>
Division:	Administrative Services	<i>If other, please describe:</i>	
Department:	General Services		

IMPACTED MEMBERS:

All Members	<input checked="" type="checkbox"/>	City of Lodi	<input type="checkbox"/>	City of Shasta Lake	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>	City of Ukiah	<input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>	Plumas-Sierra REC	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<input type="checkbox"/>	Other	<input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Staff is recommending the Northern California Power Agency (NCPA) Commission approve Resolution 21-08 authorizing the General Manager or his designee to enter into a Five-Year Multi-Task Consulting Services Agreement with GreatBlue Research for market research and surveys, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$250,000 over five years, for use at any facilities owned and/or operated by NCPA, its Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members.

BACKGROUND:

GreatBlue Research is a Hometown Connections partner providing innovative solutions in a cost-effective manner to meet the unique needs of community-owned utilities. GreatBlue Research is a full-service market research firm using quantitative and qualitative research methodologies and offer studies on customer perception and satisfaction, employee satisfaction, product awareness and interest, market visibility, needs assessment, and marketing effectiveness. Utilities receive statistically reliable data with thoughtful, concise insights and detailed recommendations.

GreatBlue Research is considered a leader in tracking customer opinion data across the public power sector, able to show individual utilities how they compare to peer organizations nationwide. The services offered can be used at facilities owned and/or operated by NCPA, NCPA Members, SCPPA, or SCPPA Members.

FISCAL IMPACT:

Upon execution, the total cost of the agreement will not exceed \$250,000. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA's procurement policies and procedures.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place (other enabling agreements) for similar services and seeks bids from as many qualified providers as possible. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation was reviewed by the Facilities Committee on January 6th and by the LEC Project Participant Committee on January 11th. Both Committees recommended Commission approval.

Respectfully submitted,

A handwritten signature in blue ink that reads "Randy S. Howard". The signature is written in a cursive style with a large initial 'R'.

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 21-08
- Multi-Task Consulting Services Agreement with GreatBlue Research

RESOLUTION 21-08

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE FIVE YEAR MULTI-TASK CONSULTING SERVICES
AGREEMENT WITH GREATBLUE RESEARCH**

(reference Staff Report #111:21)

WHEREAS, market research, surveys and studies on customer perception and satisfaction, employee satisfaction, product awareness and interest, market visibility, needs assessment, and marketing effectiveness are required from time to time at facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, GreatBlue Research is a provider of these services and a Hometown Connections partner providing innovative solutions in a cost-effective manner to meet the unique needs of community-owned utilities; and

WHEREAS, GreatBlue Research is considered a leader in tracking customer opinion data across the public power sector and comparing peer organizations nationwide; and

WHEREAS, NCPA seeks to enter into a five-year Multi-Task Consulting Services Agreement with GreatBlue Research to provide such services as needed at all NCPA facilities, NCPA Members, SCPPA, and SCPPA Member facilities, in an amount not to exceed \$250,000 over five years; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a five year Multi-Task Consulting Services Agreement with GreatBlue Research with any non-substantial changes as recommended and approved by the NCPA General Counsel, which shall not exceed \$250,000 for continued use at any facilities owned and/or operated by NCPA, its Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2021, by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

 DAVID HAGELE
 CHAIR

ATTEST:

 CARY A. PADGETT
 ASSISTANT SECRETARY



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
GREATBLUE RESEARCH, INC.**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and GreatBlue Research, a S Corporation with its office located at 20 Western Boulevard, First Floor, Glastonbury CT 06033 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2021 ("Effective Date") in Roseville, California.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein ("Services"), at the time and place and in the manner specified therein.

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) year from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven day

period specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** Two Hundred and Fifty Thousand dollars (\$250,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Services performed;
- The Purchase Order number authorizing the Services;
- At Agency's option, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; and
- At Agency's option, when the Consultant's Scope of Work identifies tasks, for each work item in each task, a copy of the applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
AcctsPayable@ncpa.com

2.2 Monthly Payment. Agency shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.4 Authorization to Perform Services. The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.

2.5 Timing for Submittal of Final Invoice. Consultant shall have ninety (90) days after completion of its Services to submit its final invoice for the Requested Services. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

4.1 Workers' Compensation. If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and

mobile equipment to the extent coverage may be excluded from general liability insurance.

4.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

4.3 Professional Liability Insurance. Not applicable

4.4 All Policies Requirements.

4.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.4.2 Notice of Reduction in or Cancellation of Coverage. Consultant shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.4.3 Higher Limits. If Consultant maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Consultant.

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

4.4.5 Waiver of Subrogation. Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.

4.5 Consultant's Obligation. Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this

Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Consultant, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Consultant shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the

payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees, agents and subcontractors of Consultant.

Consultant shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Consultant's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Consultant agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Consultant.

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

- 6.4 **Certification as to California Energy Commission.** If requested by the Agency, Consultant shall, at the same time it executes this Agreement, execute Exhibit C.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Consultant.

In the event of termination, Consultant shall be entitled to compensation for Services satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Consultant delivering to Agency any or all records or documents, as referenced in Section 9.1 hereof.

- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1 Immediately terminate the Agreement;
 - 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or
- 8.4.4 Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 **Confidential Information and Disclosure.**
 - 9.4.1 **Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall

not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

9.4.3.1 Disclosure to employees, agents, consultants, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and

subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Contract Administrator.** This Agreement shall be administered by Monty Hanks, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

10.8 Notices. Any written notice to Consultant shall be sent to:

Michael Vigeant
CEO
GreatBlue Research
20 Western Boulevard, First Floor
Glastonbury, CT 06033

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

10.9 Professional Seal. Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

10.10 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

10.11 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:

10.11.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;

10.11.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide Services to an Agency member, SCCPA and/or a SCPPA member (collectively for the purposes of this section only "Member") pursuant to section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

GREAT BLUE RESEARCH, INC.

Date _____

Date _____

RANDY S. HOWARD

MICHAEL VIGEANT, CEO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

GreatBlue's Utility Industry Experience

GreatBlue provides reliable, actionable research and analytics to help organizations identify, address, and improve their offerings to key constituents (customers, employees, the market). With over 40 years of experience in utility specific market research, GreatBlue effectively harnesses this knowledge to correlate general attitudes and perceptions with the behavioral trends seen within our clients' studied populations.

Our time tested and constantly refined research processes coupled with our deep understanding of the diverse and complicated utilities space provides our clients the opportunity to understand their customers and employees with extreme detail.

GreatBlue has conducted and reported on millions of completed respondent surveys and thousands of focus groups, and we have worked closely with utility organizations of all types, sizes and geographic locations. Regardless, GreatBlue approaches each and every project with the same level of detail and attention.

Research Methodologies

GreatBlue's core competencies leverage a full suite of in-house assets. While we are a "boutique" firm in many ways with 40 employees, GreatBlue has a strong solution set under its roof, including best-in-class survey software, updated focus group / IDI facilities, and a fully staffed, bilingual telephone call center. In the same building, we have a team of researchers, programmers, data processors, and recruitment capabilities. GreatBlue's methodologies include:

- Telephone Surveys
 - Digital Surveys
 - Traditional Mail Surveys
- Focus Groups (In-Person and Digital)
 - Journey Mapping
- In-Depth Interviews (In-Person and Digital)

Study Types

Our research methodologies enable the design and implementation of studies that seek to identify, assess and explain key perceptions, satisfaction levels, trends and other indicators that matter to our clients' specific business needs. Studies GreatBlue offers include:

- Customer satisfaction and perception surveys
 - Customer transaction surveys
- Customer program participation surveys
 - Awareness Studies
- Market, new product, new service assessments
 - Marketing Effectiveness
 - Operational Efficiency
- Employee assessment surveys

Please note, GreatBlue conducts studies among Residential, Commercial & Industrial and Key Account Customers.

Understanding and Applying the Collected Data

The outcome is statistically reliable data with thoughtful, concise insight into how the findings answer the study objective(s). All GreatBlue projects include formal presentations and optional training for management and staff. Our key takeaway for clients is actionable recommendations that can ultimately help guide clients' strategic initiatives.

Schedule and Timeline

GreatBlue's research process is highly collaborative. GreatBlue works closely with our Clients in order to ensure the goals and objectives of each individual study are met. As part of this process GreatBlue will develop each study custom to meet each member utility's needs. Each study will include:

- Pre-Study / Project Initiation Meeting
- Study Design and Development
 - Participant Recruitment
 - Fielding / Data Collection
- Data Analysis and Reporting
- Final Report Presentation

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$250,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

GreatBlue utilizes an all-inclusive pricing model of all tasks and deliverables included in each research study undertaken.

Customer Research: \$10,000 - \$50,000

Dependent upon organization's specific needs including but not limited to the number of completed surveys or focus groups, methodology of collecting data (email, telephone, in-person) length of survey instrument (number of questions), availability and/or ability to provide customer contact records (telephone numbers, email addresses)

Employee Research: \$5,000 - \$15,000

Dependent upon organizations specific needs including but not limited to the number of completed surveys or focus groups, length of survey instrument (number of questions) and number of employees.

Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

NOTE: As a public agency, NCPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Michael Vigeant, CEO

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of Great Blue Research, Inc.

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.



Commission Staff Report

January 20, 2021

COMMISSION MEETING DATE: January 28, 2021

SUBJECT: RFI Enterprises Inc. dba RFI Communications & Security Systems – Five Year Multi-Task General Services Agreement for Integrated Security Services and Intrusion Systems; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Monty Hanks <i>MH</i> Assistant General Manager/CFO	METHOD OF SELECTION:	<i>Competitive Pricing Process</i>
Division:	Administrative Services	<i>If other, please describe:</i>	
Department:	General Services		

IMPACTED MEMBERS:			
All Members	<input checked="" type="checkbox"/>	City of Lodi	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding	<input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville	<input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara	<input type="checkbox"/>
		City of Shasta Lake	<input type="checkbox"/>
		City of Ukiah	<input type="checkbox"/>
		Plumas-Sierra REC	<input type="checkbox"/>
		Port of Oakland	<input type="checkbox"/>
		Truckee Donner PUD	<input type="checkbox"/>
		Other	<input type="checkbox"/>
<i>If other, please specify</i>			

RECOMMENDATION:

Staff is recommending the Northern California Power Agency (NCPA) Commission approve Resolution 21-09 authorizing the General Manager or his designee to enter into a Five-Year Multi-Task General Services Agreement with RFI Enterprises Inc., dba RFI Communications & Security Systems for integrated security services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, its Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members.

BACKGROUND:

In September 2020, staff issued an RFP soliciting proposals from integrated security solution providers to perform all manner of security services, including but not limited to intrusion, door access, CCTV systems, 24/7 monitoring, design and engineering. Integrated security services are required from time to time for the operation and maintenance of security systems at facilities owned and/or operated by NCPA, NCPA Members, SCPPA, or SCPPA Members.

NCPA has utilized this vendor in the past and has a good working relationship with them. NCPA desires to enter into a five-year, multi-task agreement with RFI Communications & Security Systems providing ongoing comprehensive maintenance at each NCPA property and facility. These activities are intended to provide a safe and secure environment for NCPA employees and properties.

FISCAL IMPACT:

Upon execution, the total cost of the agreement will not exceed \$500,000. The maintenance of NCPA's security system was included in the current fiscal year budget. Funds are available in the General Services and respective plant budgets.

SELECTION PROCESS:

This vendor was selected as a result of Formal Bidding done in accordance with NCPA's procurement policies and procedures. In September 2020, staff issued an RFP soliciting proposals from integrated security solution providers to perform all manner of security services, including but not limited to intrusion, door access, CCTV systems, 24/7 monitoring, design and engineering. The proposal was sent to six vendors and RFI Communications & Security Systems was selected to provide this service.

ENVIRONMENTAL ANALYSIS:

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation was reviewed by the Facilities Committee on January 6th and by the LEC Project Participant Committee on January 11th. Both Committees recommended Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 21-09
- Multi-Task General Services Agreement with RFI Enterprises Inc., dba RFI Communications & Security Systems

RESOLUTION 21-09

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE FIVE YEAR MULTI-TASK GENERAL SERVICES
AGREEMENT WITH RFI ENTERPRISES INC., dba RFI COMMUNICATIONS &
SECURITY SYSTEMS**

(reference Staff Report #112:21)

WHEREAS, general services from integrated security solution providers to perform all manner of security services, including but not limited to intrusion, door access, CCTV systems, 24/7 monitoring, design and engineering are required from time to time at facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, RFI Enterprises Inc., dba RFI Communications & Security Systems is a provider of these services; and

WHEREAS, NCPA issued an RFP soliciting proposals from six integrated security solution providers to perform all manner of security services; and

WHEREAS, RFI Enterprises Inc., dba RFI Communications & Security Systems was selected as the vendor to provide these services due to past performance and good working relationship; and

WHEREAS, NCPA seeks to enter into a five-year Multi-Task General Services Agreement with RFI Enterprises Inc., dba RFI Communications & Security Systems to provide such services as needed at all NCPA facilities, NCPA Members, SCPPA, and SCPPA Member facilities, in an amount not to exceed \$500,000 over five years; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a five year Multi-Task General Services Agreement with RFI Enterprises Inc., dba RFI Communication & Security Systems with any non-substantial changes as recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 for continued use at any facilities owned and/or operated by NCPA, its Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2021, by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

 DAVID HAGELE
 CHAIR

ATTEST:

 CARY A. PADGETT
 ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
RFI ENTERPRISES, INC. dba RFI COMMUNICATIONS & SECURITY SYSTEMS**

This Multi-Task General Services Agreement (“Agreement”) is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 (“Agency”) and RFI Enterprises, Inc. dba RFI Communications & Security Systems, with its office located at 360 Turtle Creek Court, San Jose, CA 95125-1315 (“Contractor”) (together sometimes referred to as the “Parties”) as of _____, 2021 (“Effective Date”) in Roseville, California.

Section 1. SCOPE OF WORK. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or goods described in the Scope of Work attached hereto as Exhibit A and incorporated herein (“Work”).

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority (“SCPPA”) or SCPPA members.
- 1.5 **Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed (“Requested Work”), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency’s issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have

agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** five hundred thousand dollars (\$500,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Requested Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction;
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
AcctsPayable@ncpa.com

2.2 Monthly Payment. Agency shall make monthly payments, based on invoices received, for Work satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 Payment of Taxes. Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.4 Authorization to Perform Work. The Contractor is not authorized to perform any Work or incur any costs whatsoever under the terms of this Agreement until receipt of a Purchase Order from the Contract Administrator.

2.5 Timing for Submittal of Final Invoice. Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for

any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work.

Section 4. INSURANCE REQUIREMENTS. Before beginning any Work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and shall maintain the types and amounts of insurance listed below for the period covered by this Agreement.

4.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

4.2.2 Automobile Liability. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

4.2.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

4.3 Professional Liability Insurance. Not applicable.

4.4 Pollution Insurance. Not applicable.

4.5 All Policies Requirements.

4.5.1 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.5.2 Notice of Reduction in or Cancellation of Coverage. Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.5.3 Higher Limits. If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

4.5.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

4.6 Contractor's Obligation. Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

5.1 Effect of Insurance. Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By

execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

- 5.2** **Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONTRACTOR.

- 6.1** **Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

Contractor shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Contractor shall indemnify, defend and hold harmless Agency from any penalty issued to Agency under the Affordable

Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Contractor.

- 6.2 Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses,

permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to timely comply with this provision may subject the Contractor to penalties pursuant to state law.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each

worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor.

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.

- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or

8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

9.4.3.1 Disclosure to employees, agents, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.

9.4.3.2 Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and

9.4.3.3 Disclosure by Agency in response to a request pursuant to the California Public Records Act.

9.4.4 **Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

10.1 **Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

10.2 **Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work,

as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified

training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

- 13.7 Contract Administrator.** This Agreement shall be administered by Monty Hanks, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Toni Alhambra
RFI Communications & Security Systems
360 Turtle Creek Court
San Jose, CA 95125

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

13.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

13.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.14 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

RFI ENTERPRISES, INC. dba RFI
COMMUNICATIONS & SECURITY
SYSTEMS

Date _____

Date _____

RANDY S. HOWARD, General Manager

BRAD J. WILSON, CPP, President, COO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

RFI COMMUNICATIONS & SECURITY SYSTEMS, ("Contractor") shall perform the following services, not including work requiring bidding under the California Public Contract Code, as requested by the Northern California Power Agency ("Agency") at all NCPA locations and Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members, including, without limitation:

- Video surveillance and analytics
- Digital and network video recorders
- Access control systems
- Photo ID and card management
- Intrusion and alarm systems
- Perimeter protection
- Network infrastructure
- IP and cellular based infrastructure
- Field service and support
- Fire/Life safety
- Maintenance
- Inspections

No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 hereof. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Standard Time and Material Service Labor Rates

	<u>Service Technician</u> (Per Hour)	<u>Systems Analyst</u> (Per Hour)
Monday - Friday, 7:00 am to 5:00 pm (local time)*	\$150.00	\$170.00
Monday - Friday, 5:00 pm to 7:00 am *	\$225.00	\$255.00
Saturday *	\$225.00	\$255.00
Sunday *	\$300.00	\$340.00
RFI Holidays *	\$300.00	\$340.00

* 2 - hour minimum, No Trip Charge. Charges are billed in 1/2 hour increments for all subsequent time.

Portal to Portal and Travel charges may apply for T&M Customers outside the immediate Sacramento coverage area

NCPA TIME AND MATERIAL LABOR RATES, Plan 2

	<u>Service Technician</u> (Per Hour)	<u>Systems Analyst</u> (Per Hour)
Monday - Friday, 7:00 am to 5:00 pm (local time)*	\$140.00	\$160.00
Monday - Friday, 5:00 pm to 8:00 am *	\$195.00	\$240.00
Saturday *	\$195.00	\$240.00
Sunday *	\$260.00	\$320.00
RFI Holidays *	\$260.00	\$320.00

*2 - hour minimum, No Trip Charge. Charges are billed in 1/2 hour increments for all subsequent time.

Portal to Portal and Travel charges may apply for NCPA Facilities outside the immediate Sacramento coverage area, T&M Charges and Portal to Portal waived if under full plan service agreement.

RFI Holiday Schedule

The following is a list of holiday's observed by RFI:

- January 1.....New Year's Day
- February 17.....President's Day
- May 25.....Memorial Day
- July 3Independence Day (observed)
- September 7.....Labor Day
- November 11.....Veterans Day
- December 24.....Christmas Eve
- December 25.....Christmas Day

Pricing for services to be performed at NCPA Member or SCPA locations will be quoted at the time services are requested.

NOTE: As a public agency, NCPA shall not reimburse Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of

(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242
(Project name and location)

have been conducted as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

do hereby certify that the below-named company has prepared and implemented security plans in conformity with 49 CFR 172, subpart I and has conducted employee background investigations in conformity with 49 CFR 172.802(a), as the same may be amended from time to time,

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242

(Project name and location)

as required by the California Energy Commission Decision for the above-named project.

(Signature of officer or agent)

Dated this _____ day of _____, 20__.

THIS AFFIDAVIT OF COMPLIANCE SHALL BE APPENDED TO THE PROJECT SECURITY PLAN AND SHALL BE RETAINED AT ALL TIMES AT THE PROJECT SITE FOR REVIEW BY THE CALIFORNIA ENERGY COMMISSION COMPLIANCE PROJECT MANAGER.

EXHIBIT E

**ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND**

**MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT**

The undersigned hereby certifies and agrees that:

- 1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

January 20, 2021

COMMISSION MEETING DATE: January 28, 2021

SUBJECT: Nomination to the Executive Committee

AGENDA CATEGORY: Discussion/Action

FROM:	David Hagele	METHOD OF SELECTION:
	Chair	N/A
Division:	Executive Committee/Nominating Committee	
Department:	Commission	

IMPACTED MEMBERS:		
All Members <input checked="" type="checkbox"/>	City of Lodi <input type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>		
<hr/> <hr/>		

RECOMMENDATION:

The Nominating Committee is recommending the Northern California Power Agency (NCPA) Commission adopt Resolution 21-07 approving the election of Commissioner Jenelle Osborne to fill the vacant seat on the Executive Committee.

BACKGROUND:

As referenced in the Amended and Restated Rules of Procedure for the Commission of NCPA (the NCPA Bylaws), Section 10(iv) Other Committees, the Nominating Committee shall meet as an ad hoc committee before the July meeting of the Commission, and make its report to the Commission prior to the election of the Chair, Vice Chair and the Executive Committee Members by the Commission. The Nominating Committee shall attempt to provide all Members an opportunity to serve and attempt to balance the membership of the Executive Committee among larger and smaller Members.

On July 23, 2020, the Commission approved the FY20-21 Slate of Officers consisting of Teresa O'Neill as Chair and David Hagele as Vice Chair, with Mark Chandler, Pauline Roccucci, Greg Scharff, Kristen Schreder, and Jerry Serventi as Executive Committee Members. The term of the Executive Committee Member is one (1) year beginning at the regular September Commission meeting.

On December 3, 2020, the Commission approved the election of Vice-Chair David Hagele to serve for the remainder of the term of office of the departing Chair, and the nomination of Executive Committee Member Jerry Serventi to serve for the remainder of the term of office of the vacant seat of Vice-Chair.

As set forth in the Bylaws, Committee members shall serve until their successors are elected, and vacancies shall be filled by the Commission as soon as practicable after they occur.

The Nominating Committee met on November 17, 2020, to discuss and recommend a nomination to fill the vacant seat on the Executive Committee. The Nominating Committee brought forth a nomination of Commissioner Jenelle Osborne to fill the vacant seat on the Executive Committee.

FISCAL IMPACT:

No monetary impact to the Agency is expected to result from this action.

ENVIRONMENTAL ANALYSIS:

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation was reviewed by the Executive Committee on December 3, 2020. The Executive Committee recommended approval of the Nominating Committee's recommendation.

Respectfully submitted,



DAVID HAGELE
Commission Chair

Attachment:

- Resolution 21-07

RESOLUTION 21-07

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY NOMINATION OF COMMISSIONER JENELLE OSBORNE TO THE EXECUTIVE COMMITTEE

(reference Staff Report #110:21)

WHEREAS, the Amended and Restated Rules of Procedure for the Commission of NCPA (the NCPA Bylaws), Section 10(iv) Other Committees, the Nominating Committee shall meet as an ad hoc committee before the July meeting of the Commission, and make its report to the Commission prior to the election of the Chair, Vice Chair and the Executive Committee Members by the Commission. The Nominating Committee shall attempt to provide all Members an opportunity to serve and attempt to balance the membership of the Executive Committee among larger and smaller Members; and

WHEREAS, on July 23, 2020, the Commission approved the FY20-21 Slate of Officers consisting of Teresa O'Neill as Chair and David Hagele as Vice Chair, with Mark Chandler, Pauline Roccucci, Greg Scharff, Kristen Schreder, and Jerry Serventi as Executive Committee Members. The term of the Executive Committee Member is one (1) year beginning at the regular September Commission meeting; and

WHEREAS, On December 3, 2020, the Commission approved the election of Vice-Chair David Hagele to serve for the remainder of the term of office of the departing Chair, and the nomination of Executive Committee Member Jerry Serventi to serve for the remainder of the term of office of the vacant seat of Vice-Chair; and

WHEREAS, as set forth in the Bylaws, Members shall serve until their successors are elected, and vacancies shall be filled by the Commission as soon as practicable after they occur; and

WHEREAS, the Nominating Committee met on November 17, 2020, to discuss and recommend the nomination to fill the vacant seat on the Executive Committee; and

WHEREAS, the Nominating Committee brought forth a nomination of Commissioner Jenelle Osborne to fill the vacant seat on the Executive Committee; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopt the resolution approving the election of Commissioner Jenelle Osborne to fill the vacant seat on the Executive Committee.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021, by the following vote on roll call:

	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco	_____	_____	_____
BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding	_____	_____	_____
Roseville	_____	_____	_____
Santa Clara	_____	_____	_____
Shasta Lake	_____	_____	_____
Truckee Donner	_____	_____	_____
Ukiah	_____	_____	_____
Plumas-Sierra	_____	_____	_____

DAVID HAGELE
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



Commission Staff Report

Date: January 22, 2021

COMMISSION MEETING DATE: January 28, 2021

SUBJECT: Lodi Energy Center 2021 Spring Outage Project; Applicable to the following projects: Northern California Power Agency (NCPA) Lodi Energy Center Facility

AGENDA CATEGORY: Discussion/Action

FROM:	Joel Ledesma <i>MLA</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Combustion Turbines	

IMPACTED MEMBERS:

All Members	<input type="checkbox"/>	City of Lodi	<input checked="" type="checkbox"/>	City of Shasta Lake	<input type="checkbox"/>
Alameda Municipal Power	<input type="checkbox"/>	City of Lompoc	<input checked="" type="checkbox"/>	City of Ukiah	<input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input checked="" type="checkbox"/>	City of Palo Alto	<input type="checkbox"/>	Plumas-Sierra REC	<input checked="" type="checkbox"/>
City of Biggs	<input checked="" type="checkbox"/>	City of Redding	<input type="checkbox"/>	Port of Oakland	<input type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Roseville	<input type="checkbox"/>	Truckee Donner PUD	<input type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Santa Clara	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
		<i>If other, please specify</i>		Azusa, CDWR, Modesto, PWRPA	
<hr/> <hr/>					

RECOMMENDATION:

Approve Resolution 21-10 authorizing the 2021 Lodi Energy Center (LEC) Spring Outage Project and delegating the NCPA General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA Purchasing Policies and Procedures without further approval by the Commission, for a total cost not to exceed \$2,400,000.

BACKGROUND:

The LEC has a planned outage scheduled for April 1-30, 2021, for work related to the 2021 Spring Outage. During the outage, the LEC team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2021 Spring Outage.

Listed below are highlights of major work to be performed as a part of the 2021 Spring Outage:

1. Gas Turbine
 - a. Borescope Inspection
 - b. Gas Valve(s) Maintenance
2. Steam Turbine
 - a. Condenser Maintenance
 - b. Insulation repairs
3. Water Treatment
 - a. General Maintenance
 - b. Overhaul
4. HRSG / Steam
 - a. HRSG Maintenance
 - b. HRSG Liner Replacement
 - c. High Energy Pipe Survey
 - d. Valve Maintenance
5. Balance of Plant
 - a. Bypass Valve(s) Maintenance
 - b. Service Water Piping
6. Incidentals
 - a. Crane
 - b. Toilets
 - c. Trailers / Guard
 - d. Forklift / Manlift
 - e. Scaffold
 - f. Confined Space

FISCAL IMPACT:

April 2021 Outage Costs

Gas Turbine Gen	▼	\$316,000
Steam Turbine	▼	\$125,000
Water Treatment		\$53,000
Electrical Systems	▼	\$55,000
HRSG / Steam	▼	\$930,000
Balance of Plant		\$354,000
Incidentals		\$223,000
Contingency		\$344,000
Total		\$2,400,000

The budgetary funds to complete the 2021 Spring Outage include \$1,095,000 of pre-collected funds in the Maintenance Reserve (Account # 265-009-005-610-044-002). Additional funds in the amount of \$400,000 were anticipated in the Fixed Maintenance and \$944,956 in the O&M Project Annual Outage Project. All items are a part of the FY21 Routine O&M budget.

The expenditures from maintenance reserve are part of the maintenance cost plan. The five year projected expenditures and balances are shown in the table below.

5-Year Maintenance Reserve Projections

	FY21	FY22	FY23	FY24	FY25
Project Spending	\$3,895,000	\$2,845,000	\$1,765,000	\$1,785,000	\$1,660,000
Annual Contribution	\$1,838,332	\$1,875,102	\$1,912,754	\$1,951,310	\$1,998,142
End of FY Balance	\$1,527,887	\$557,988	\$705,743	\$872,053	\$1,210,194

SELECTION PROCESS:

All of the work has been put out for bid to qualified contractors and the lowest priced qualified contractors will be awarded the work.

ENVIRONMENTAL ANALYSIS:

These activities are categorically exempt under Class 1 and 2 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin County.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on December 7, 2020, and was approved.

Respectfully submitted,

A handwritten signature in blue ink that reads "Randy S. Howard". The signature is written in a cursive, flowing style.

RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution 21-10

RESOLUTION 21-10

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE 2021 LODI ENERGY CENTER SPRING OUTAGE PROJECT

(reference Staff Report #113:21)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains the Lodi Energy Center (LEC) on behalf of the project participants; and

WHEREAS, the LEC has an outage scheduled for April 1-30, 2021, for work related to the 2021 Spring Outage; and

WHEREAS, during the outage, the LEC team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2021 Spring Outage; and

WHEREAS, NCPA will bid out the work to be performed according to NCPA procurement policies and procedures; and

WHEREAS, these activities are categorically exempt under Class 1 and 2 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, for this class of work and was filed in San Joaquin County; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Lodi Energy Center 2021 Spring Outage Project, and delegates authority to the NCPA General Manager or his designee to award bids, execute agreements, and issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures without further approval by the Commission, for a total cost not to exceed \$2,400,000.

PASSED, ADOPTED and APPROVED this ___ day of ___, 2021 by the following vote on roll call:

Table with 4 columns: Agency Name, Vote, Abstained, Absent. Rows include Alameda, San Francisco BART, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, Shasta Lake, Truckee Donner, Ukiah, Plumas-Sierra.

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY