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Minutes - DRAFT

Date: April 16, 2020
To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting / Teleconference

1. Call Meeting to Order and Introductions

Chair Roger Frith called the meeting to order, via teleconference, at 9:33 am (NCPA staff attended at NCPA, 651 Commerce Drive, Roseville, CA). A quorum was present. Introductions were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the March 26, 2020, Regular Commission Meeting

Motion: A motion was made by Teresa O'Neill and seconded by Jerry Serventi to approve the Minutes of the March 26, 2020, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART and Truckee Donner were absent.*

PUBLIC FORUM

No comments from the public addressed the Commission.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

- Focusing on the long-term impacts of COVID-19 issues, including the normal situation vs. crisis. Continue to monitor updates from the federal, state and local levels. The management team is working on the details of a sequestration plan if it were to happen. Critical employees, i.e., dispatchers and schedulers are working in dual mode – one crew is working at the HQ dispatch center and the second crew is at the Disaster Recovery Center. Plant operators at the geothermal facility are separated into two crews. Based on the total positive COVID-19 cases reported in the Placer County community, the area is not seeing an increase in cases or death. Purchased thermometers for each NCPA facility and implemented procedures for vendors/contactors/guests who need to be on the property. Requiring employees to wear masks when moving within the building, as well as practicing physical distancing.
- The July Commission meeting scheduled in Murphys is tentative at this time.
- NCPA hired Marc Pelletier as the new NCPA Geothermal Facility Plant Manager.

- HCI Update: Due to COVID-19, most consulting services have been postponed, and staff is in the process of rescheduling those activities. Sent an email to smaller utilities offering consulting help with payment and financial planning issues. Launching a new Cyber-Security service to utilities that have seen an increase in cyber-attacks on staff due to more employees working from home. HCI put together a tool kit to help those smaller utilities that may not have the necessary IT staff. Redding is currently working on getting meters from HCI.

4. Executive Committee

Committee Chair Frith reported the Committee met once, via teleconference, since the last Commission meeting, and heard reports from the General Manager and General Counsel.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met twice since the last Commission meeting. The Committee met and discussed Consent items 12-18, and 20 on today's agenda. A quorum of the Committee was established at both meetings. The Committee did recommend Commission approval of all items.

6. Finance Committee

Finance Committee Chair Greg Scharff reported that the Committee did not meet since the last Commission meeting. The next Committee meeting is scheduled for May 12, 2020, at 10:30 am.

7. Legal Committee

General Counsel Jane Luckhardt reported that the Committee met once since the last Commission meeting. The Committee discussed issues related to COVID-19, the presidential proclamations, state executive orders and other related actions. The Committee also met under a special notice to discuss Closed Session items. No reportable action was taken on those items. The next meeting is scheduled on May 7, 2020.

8. Legislative & Regulatory Affairs Committee

Assistant General Manager Jane Cirrincione reported that the Legislative & Regulatory Affairs Committee met once since the last Commission meeting. The Committee heard reports on federal and state regulatory issues, Central Valley Project issues, as well as customers and members programs. The Committee discussed and recommended Commission approval of item 19 on today's agenda. A quorum of the Committee was established. Due to COVID-19, the Federal Policy Conference scheduled for next week was postponed to possibly the fall. Staff is considering holding "virtual" teleconferences with key staffers, and possibly holding a smaller delegation of member visits in Washington, D.C., later in the year. The next L&R committee meeting is scheduled on August 26.

9. Members' Announcements & Meeting Reporting

No member announcements or reports.

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 Pauline Roccucci and seconded by Mel Grandi to approve the Consent Calendar consisting of Items 10-19. The motion carried by a majority of those members present on a roll call vote with the abstentions noted below for each item.

San Francisco BART and Truckee Donner were absent.

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

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

12. Amended 2020 Committee Meeting Calendar – approve Amended 2020 Committee Meeting Calendar by all members.

13. Resolution 20-32, Vince Sigal Electric, Inc. – Five Year Multi-Task General Services Agreement for Specialized Electrical Services; Applicable to the following projects: All NCPA Facilities and NCPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Vince Sigal Electric, Inc., for specialized electrical services, including labor and materials for miscellaneous maintenance purposes, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at all facilities owned and/or operated by NCPA and NCPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

14. Resolution 20-33, Pacific Power Engineers, Inc. – First Amendment Accepting Assignment of Five Year MTGSA from Pacific Power Engineers, Inc. to Ulteig Engineers, Inc.; Applicable to the following projects: All NCPA Facility Locations, 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 Pacific Power Engineers, Inc., to transfer assignment of the agreement to Ulteig Engineers, Inc., with any non-substantive changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement will remain unchanged at \$2,000,000 over the remaining term of the agreement. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

15. Resolution 20-34, Safety Management Systems, LLC – Five Year Multi-Task Consulting Services Agreement for Safety Training and Consulting Services; Applicable to the following projects: All 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 Consulting Services Agreement with Safety Management Systems, LLC for safety training and consulting services, with any non-substantive 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.

- 16. Resolution 20-35, ORR Protection Systems, Inc. – Five Year Multi-Task General Services Agreement for Fire System Maintenance Services; Applicable to the following projects: All 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 ORR Protection Systems, Inc. for fire system maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 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 \$1,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
- 17. Resolution 20-36, Famand Inc. dba SitelogIQ – Five Year Multi-Task General Services Agreement for Heating, Ventilation and Air-Conditioning (“HVAC”) Maintenance Services; Applicable to the following projects: All 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 Famand, Inc., dba SitelogIQ for heating, ventilation and air-conditioning (“HVAC”) maintenance 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.
- 18. Resolution 20-37, OSIsoft Enterprise Program Agreement – Plant Information (PI) – 5-year software licensing and remote monitoring agreement; Applicable to the following Projects: All NCPA Facilities** – adopt resolution by all members authorizing the General Manager to enter into an Enterprise Program Agreement with OSIsoft, LLC for PI software, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$481,000 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 \$481,000 over five years, to be used out of NCPA approved annual operating budgets on a yearly basis. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
Shasta Lake abstained.
- 19. Resolution 20-39, Navigant Consulting, Inc. – First Amendment to the Multi-Task Consulting Services Agreement; Applicable to NCPA, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Member** – 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 Navigant Consulting, Inc., with any non-substantial changes as approved by the NCPA General Counsel, changing the vendor name to Guidehouse, Inc., for continued use by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the Agreement remains not to exceed \$1,000,000 over the five year term, to be used out of NCPA approved annual operating budgets as services are rendered or to be recovered via pass-through costs to members procuring services under the scope of this Agreement.

DISCUSSION / ACTION ITEMS

20. Resolution 20-38, Approval of Fiscal Year 2021 Annual Budget – adopt resolution by all members approving the FY2021 Annual Budget and Working Capital and Funding Requirement as outlined in Resolution 20-38 and as detailed in the budgetary support and Annual Budget document. **Fiscal Impact:** The Executive Summary section of the budget document contains an analysis of the overall budget. Total proposed annual budget cost for FY2021 is approximately \$431.2 million, which represents an increase of 6.0% or a \$24.5 million dollar increase over the FY2020 budget as summarized in the schedule. Allocation of the FY2021 Annual Budget between members and LEC participants are based on participation levels on NCPA programs and projects and the approved cost allocations. Final funding allocation for each member is attached to the staff report and shown on pages 140-141 of the budget document. The total calculated FY2021 Working Capital Deposit and Funding Requirements for the Annual Budget has increased \$178k or 1.77%. The schedule shows each participant's Additional Requirement Charge or (Refund). The Additional Requirement Charge will be billed on the next ARB following Commission approval, and Refunds of credit amounts will likewise be deposited into the applicable participant's individual GOR account.

Assistant General Manager Monty Hanks gave a presentation and provided an overview of the FY 2021 proposed budget. The budget was vetted through each NCPA Committee and was recommended for Commission approval.

Motion: A motion was made by Teresa O'Neill and seconded by Roger Frith to adopt resolution by approving the FY2021 Annual Budget and Working Capital and Funding Requirement as outlined in Resolution 20-38 and as detailed in the budgetary support and Annual Budget document. Motion carried on a roll call vote of those members present.

San Francisco BART, Lodi and Truckee Donner were absent.

Non-essential Members and NCPA staff left the call/meeting for Closed Session discussion. The Commissioners and essential staff called into Closed Session using a separate call-in line.

CLOSED SESSION

21. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION -- Initiation of litigation pursuant to Government Code Section 54956.9(d)(4) - one (1) case.

22. 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.

23. 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.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the call/meeting using the original call-in number.

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 April 16, 2020, Commission meeting was adjourned at 11:30 am.

Respectfully submitted,

ROGER FRITH
Commission Chair

Attachments

Prepared by,

CARY A. PADGETT
Assistant Secretary to the Commission

**Northern California Power Agency
Special Commission Meeting / Teleconference
April 16, 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	Chair 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	Jared Carpenter
9 - PLUMAS-SIERRA REC	Mike Brozo
10 - REDDING	Kirsten Schreder
11 - ROSEVILLE	Pauline Roccucci
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	Teresa O'Neill
14 - SHASTA LAKE	James Takehara
15 - TRUCKEE DONNER	
16 - UKIAH	Mel Grandi

**Northern California Power Agency
Special Commission Meeting / Teleconference
April 16, 2020
Attendance List**

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

NAME	AFFILIATION
Vidhi Chawla	Alameda
James Sheppard	Biggs
Jeff Berkheimer	Lodi
George Morrow	Lompoc
Terry Crowley	Healdsburg
Khaly Nguyen	Port of Oakland
Michelle Bertolino	Roseville
Todd White	Roseville
Basil Wong	Santa Clara
Randy Howard	NCPA
Jane Luckhardt	NCPA
Randy Bowersox	NCPA
Jane Cirrincione	NCPA
Monty Hanks	NCPA
Joel Ledesma	NCPA
Cary Padgett	NCPA
Mike Whitney	NCPA
Tony Zimmer	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: **April 16, 2020**

Consent Items Listed on the Agenda: # 10 to # 19

Consent Items Removed from the Agenda and Approved Separately:

10

ROLL-CALL VOTE BY MEMBERS: SA PR1 MG.

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
BART			X
Biggs		Y	
Gridley		Y	
Healdsburg		Y	
Lodi			X
Lompoc		Y	
Palo Alto		Y	
Port of Oakland		Y	
Redding		Y	
Roseville		Y	
Santa Clara		Y	
Shasta Lake	18	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: *Minutes*

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

Passed and adopted this 16th day of April 2020, by the above vote on roll call.



ROGER FRITH
Commission Chair

ATTEST:



CARY A. PADGETT
Assistant Secretary

**Northern California Power Agency
ROLL CALL VOTE**

Topic:

Resolution 20-38

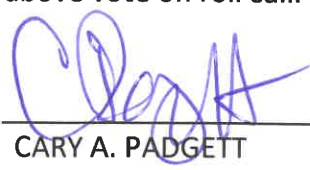
	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	<u>Y</u>	<u> </u>	<u> </u>
BART	<u> </u>	<u> </u>	<u>X</u>
Biggs	<u>Y</u>	<u> </u>	<u> </u>
Gridley	<u>Y</u>	<u> </u>	<u> </u>
Healdsburg	<u>Y</u>	<u> </u>	<u> </u>
Lodi	<u> </u>	<u> </u>	<u>X</u>
Lompoc	<u>Y</u>	<u> </u>	<u> </u>
Palo Alto	<u>Y</u>	<u>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

Passed and adopted this 16th day of April 2020, by the above vote on roll call.



ROGER FRITH
Commission Chair

ATTEST:



CARY A. PADGETT
Assistant Secretary

SUPPORT SERVICES PROGRAM STATUS REPORT

May 14, 2020

Member Name	Designated Representatives	Confirmation NTE Amount	Date Approved
Alameda - AMP	General Manager & AMP General Counsel	\$ 75,000	06/08/16
BART			
Biggs	Utility Director & City Attorney	\$ 125,000	08/09/16
Gridley			
Healdsburg	City Manager & City Attorney	\$ 50,000	05/06/19
Lodi	Utility Director & City Attorney NTE \$15,000; City Manager & City Attorney NTE \$20,000	\$ 20,000	09/07/16
Lompoc	Utility Director & City Attorney	\$ 125,000	11/15/16
Palo Alto	City Manager & City Attorney	\$ 85,000	06/05/17
Plumas-Sierra REC			
Port of Oakland	Executive Director & Deputy Port Attorney	\$ 150,000	04/14/16
Redding	Utility Director & City Attorney	\$ 125,000	04/19/16
Roseville	Electric Utility Director & City Attorney	\$ 50,000	10/05/15
Santa Clara	City Manager & City Attorney	\$ 150,000	05/24/16
Shasta Lake	City Manager & General Counsel	\$ 75,000	07/02/19
Truckee Donner PUD	General Manager & General Counsel NTE \$15,000; General Manager, General Counsel & Board President NTE \$250,000	\$ 250,000	11/02/16
Ukiah			

SSPA CONFIRMATIONS EXECUTED/WORK IN PROGRESS

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0169	City of Healdsburg	4/14/20	\$ 8,920.00	HotShot Infrared Inspections; for ground infrared inspections of one substation and all 12kv circuits in Healdsburg WUI area.
0168	City of Santa Clara	5/4/20	\$ 24,118.72	Performance Mechanical, Inc.; maintenance to address Quench Tee Leak at DVR facility.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0163	City of Shasta Lake	4/6/20	\$ 22,750.00	Siemens Industry, Inc.; Independent review and assessment services for City of Shasta Lake's Wildfire Mitigation Plan.
0162	City of Redding	4/13/20	\$ 8,569.60	Hometown Connections; to provide Leadership Development Workshop.
0160	City of Santa Clara	5/4/20	\$ 51,615.00	HRST, Inc.; for preparation of feasibility study to address failures which have occurred on two Allison 501 combustion turbines in the finned portion of the boiler plates.
0159	Alameda Municipal Power	3/18/20	\$ 23,670.00	Navigant Consulting, Inc.; Independent review and assessment services for AMP's Wildfire Mitigation Plan.
0156	City of Santa Clara	1/23/20	\$ 16,979.40	Montrose Air Quality Services, LLC; RATA testing on two combined-cycle gas turbine units at DVR as part of new CEMS requirements.
0154	Port of Oakland	1/31/20	\$ 25,945.00	Navigant Consulting, Inc.; Independent evaluation services for Wildfire Mitigation Plan.
0153	City of Santa Clara	4/3/2020	\$ 34,510.00	Aspen Environmental; consulting services rata analysis as requested by SVP.
0152	City of Santa Clara	1/22/20	\$ 96,510.00	Aspen Environmental; consulting services re meter data analysis and related work as requested by SVP
0151	City of Healdsburg	2/1/20	\$ 50,000.00	IEC Corporation; services related to the development of a power purchase agreement and review/consulting on the proposed design and materials for a floating solar project.
0148	City of Santa Clara	11/1/19	\$149,01500	Flynn Resource Consultants, Inc.; support for regulatory and/or contractual issues and analysis related to CAISO, CRRs, PG&E transmission system analysis support, NERC and WECC compliance standards, and other support as requested.
0139	City of Santa Clara	2/19/20	\$ 3,944.90	Nor-Cal Battery Company; Maintenance of plant battery chargers at DVR facility.
0138	City of Santa Clara	10/04/19	\$ 49,074.00	Summit Crane; provide operated crane to support rotor removal and reinstallation at Gianera facility.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0137	City of Healdsburg	10/24/19	\$ 35,350.00	Navigant Consulting Inc.; Independent assessment of Healdsburg's Wildfire Mitigation Plan.
0136	City of Healdsburg	10/1/19	\$ 15,000.00	NCPA; provide graphic design services on an as-needed basis.
0133	City of Santa Clara	12/23/19	\$ 47,195.00	Fossil Energy Research Corp; review NOx monitor system and data to assist with values and recommendations for correction; AIG tuning as requested.
0128	City of Roseville	9/12/19	\$ 20,691.80	Dudek; provide independent evaluation services for Wildfire Mitigation Plan.
0122	City of Roseville	7/19/19	\$ 49,000.00	Energy & Resource Solutions; provide energy efficiency program services, program measurement and verification, evaluation and engineering services.
0121	City of Santa Clara	7/31/19	\$ 8,181.20	Northwest Industrial Engine & Compressor Co.; Perform Level 2 PM on one Superior MH6 fuel gas compressor during November planned outage at DVR facility.
0117	City of Lodi	8/22/19	\$236,740.00	Burns & McDonnell; engineering design and environmental analysis for the PG&E Northern San Joaquin 230 kV Transmission Project to be incorporated into PG&E's PEA.
0114	City of Santa Clara	7/1/19	\$ 65,180.00	Cadmus Group, LLC; provide consulting services to conduct evaluation for SVP's Small Business Exterior Lighting Program.
0112	Port of Oakland	4/26/19	\$ 29,785.00	Black & Veatch; preparation of an Interconnection Impact Study (grid impact study) for a 1-5 MW distributed solar system.
0110	City of Santa Clara	6/20/19	\$48,775.00	Cameron-Cole LLC; annual CARB greenhouse gas emissions and mandatory compliance reporting of greenhouse gas emissions; years 2018-2020.
0100	City of Roseville	3/13/19	\$47,660.00	Cadmus Group LLC; provide EM&V services for REU's home energy reports and submit report containing project research objectives, data collection, analysis, methods, findings, conclusions, and recommendations.

SSA CONFIRMATIONS EXECUTED AND IN PROGRESS (SCPPA CONTRACTS)

No.	NCPA or SCPPA Member	Date	Amount	Vendor Name & Short Description
0149	City of Lodi	3/18/20	\$ 53,325.00	Efficiency Services Group, LLO; provide "Keep Your Cool" Commercial Refrigeration Program through FY21.
0144	City of Santa Clara	12/3/19	\$814,813.97	Efficiency Services Group, LLC; provide "Keep Your Cool" Commercial Refrigeration Program during FY20 and FY21.
0126	City of Lompoc	10/24/19	\$125,000.00	Efficiency Services Group, LLC; provide "Keep Your Cool" Commercial Refrigeration Program during FY20.
0123	City of Roseville	8/15/19	\$ 48,005.00	RKS Research & Consulting; conduct CMUA 2019 Statewide Survey of Business & Key Account Customers and additional oversampling to measure and track effectiveness of energy efficiency and renewable energy programs offered.
0116	City of Redding	7/31/19	\$125,000.00	Alternative Energy Systems Consulting; continued energy efficiency engineering support services in FY20.
0113	City of Roseville	8/9/19	\$390,572.26	Oracle America; delivery of Opower Customer Behavioral Energy Efficiency Program in FY20, including quarterly print Home Energy Reports, monthly emails, and High Bill Alerts.



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: May 28, 2020
To: NCPA Commission
Subject: April 30, 2020 Special Facilities Committee Meeting Minutes and May 6, 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: May 14, 2020
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: April 30, 2020 Special Facilities Committee Meeting Minutes

- 1. Call Meeting to Order & Roll Call** – Committee Chair Brian Schinstock (Roseville), called the meeting to order at 10:10 am. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Jiayo Chiang (Lodi), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), and Saul Lopez (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Facilities Committee Representatives from BART, Gridley, Healdsburg, Lompoc, Port of Oakland, Redding, TID, and Ukiah were absent. A quorum of the Committee was not established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. NCPA CT1 Facility – CT1 Alameda Unit 2 Turbine Maintenance Project** – Staff presented background information and was seeking a recommendation for approval of the CT1 Alameda Unit 2 Turbine Maintenance Project, granting authority to the General Manager to award bids, enter into agreements, and issue purchase orders, for an amount not to exceed \$645,000, to be funded from the CT1 Maintenance Reserve Account.

CT1 Alameda Unit 2 has been in a planned outage since March 2, 2020. During a routine borescope inspection of the internal condition of the gas turbine, two blades were identified to have cracks, which were within acceptable tolerances for internal repair. However, when working to restore oil so the turbine could turn and blend out the cracks, additional blades were also discovered to be cracked, one of which is outside the range of acceptable tolerances for repair. Staff also discovered a feather seal, which has begun migrating out of position, with the potential to cause significant damage to downstream parts if it liberates. In order to minimize risk of further damage, a “modified minor” Hot Gas Path should be performed.

This facility is essential in providing electric power to the electric grid in the communities serviced by the Member-Owners during this pandemic and through the summer in support of grid reliability. This maintenance work will allow the unit to continue operating and to prevent additional damage to the unit.

The scope of work was sent to four bidders, Allied Power Group, LLC, Mechanical Dynamics & Analysis, LLC (MD&A), Sulzer Turbo Services Houston, Inc., and Trinity Turbine Technology, LP. NCPA has bid the specific scope of work consistent with NCPA procurement policies and procedures. Bids were received from Allied, MD&A and Sulzer. MD&A cannot perform the parts refurbishment aspect of the job. Between Allied and Sulzer, Sulzer is the best overall value to NCPA to complete the job. A Commission Staff Report was available for review.

No formal action was taken due to the lack of a quorum, however, the general consensus of the Facilities Committee recommends approval of the CT1 Alameda Unit 2 Turbine Maintenance Project, in accordance with NCPA Purchasing Policies and Procedures, and consistent with Local Emergency concerning the COVID-19 Virus Proclamation Resolution 20-30, granting authority to the General Manager to enter into agreements and to issue purchase orders for the project, for a total not to exceed amount of \$645,000.

- 3. All Generation Services Facilities, Members, SCPPA – Sulzer Turbo Services Houston, Inc. Second Amendment to MTGSA-EMS** – Staff presented background information and was seeking a recommendation for approval of a Second Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc., extending the contract expiration date to August 12, 2020, with no change to the not to exceed amount, for continued 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.

NCPA entered into a five year Multi Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc. effective May 12, 2015 for an amount not to exceed \$1,500,000. A first amendment was executed on August 30, 2017 to allow for NCPA members, SCPPA and SCPPA Members to utilize the agreement.

The CT1 Alameda Unit 2 has been in a planned outage since March 2, 2020. During the outage, it was determined that a “modified minor” Hot Gas Path (HGP) should be performed. The HGP scope of work was sent to four bidders and Sulzer was determined to be the best overall value to NCPA to complete the job. NCPA’s current agreement with Sulzer expires on May 12, 2020, and the HGP work will go beyond this date. This second amendment will extend the expiration date of the agreement by three months to August 12, 2020. This agreement is still available for use at any facility owned and/or operated by the Agency, NCPA Members, SCPPA, or SCPPA Members. This is an enabling agreement with no commitment of funds. A draft Commission Staff Report and draft Second Amendment to the agreement were available for review.

No formal action was taken due to the lack of a quorum, however, the general consensus of the Facilities Committee recommends approval of the Second Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc. in accordance with NCPA Purchasing Policies and Procedures and consistent with Local Emergency concerning the COVID-19 Virus Proclamation Resolution 20-30, granting authority to the General Manager to execute this Second Amendment to extend the term of the Agreement by three months, to August 12, 2020.

The General Manager will update the Commission regarding these two items.

ADJOURNMENT

The meeting was adjourned at 10:34 am by the Committee Chair.

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

[illegible]

Teleconference call only due to Covid19.

**Northern California Power Agency
April 30, 2020 Special 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	
UKIAH	



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web www.ncpa.com

Minutes – Draft

Date: May 14, 2020
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: May 6, 2020 Facilities Committee Meeting Minutes

1. **Call Meeting to Order & Roll Call** – Committee Chair Brian Schinstock (Roseville), called the meeting to order at 9:05 am. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Paul Eckert (Gridley), Jiayo Chiang (Lodi), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Jared Carpenter (Port of Oakland), Nick Rossow (Redding), and Basil Wong and Steve Hance (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Facilities Committee Representatives from BART, Healdsburg, Lompoc, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

2. **Approve Minutes from the April 1, 2020 Facilities Committee Meeting.**

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending approval of the April 1, 2020 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, and Santa Clara. The motion passed.

3. **All NCPA Facilities, Members, SPPA – Securitas Security Services USA, Inc. MTGSA –** Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Securitas Security Services USA, Inc. for security services, with a not to exceed amount of \$1,000,000, 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 renewal agreement with an existing vendor. It is an enabling agreement with no commitment of funds. NCPA had a previous agreement in place with Securitas Security Services USA, Inc., which is running low on funds and expiring. Staff 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. A pending agreement is in place for similar services with Borgens and Borgens, Inc. dba Delta Protective Services. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Basil Wong and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Securitas Security Services USA, Inc. for security 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, NCPA Members, by SCPPA, or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

4. **All NCPA Facilities, Members, SCPPA – Energy Project Solutions, LLC MTGSA –** Staff gave background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Energy Project Solutions, LLC for pipeline operations and maintenance services, with a not to exceed amount of \$1,000,000, 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 a renewal agreement with an existing vendor. It is an enabling agreement with no commitment of funds. NCPA had a previous agreement in place with Energy Project Solutions, LLC which is expiring. NCPA requested competitive bids specifically for the CT1 Alameda pipeline services required. Energy Project Solutions, LLC was the only bidder on the project. Staff 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 Energy Project Solutions, LLC so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified and proven vendors for these types of services. NCPA does not currently have any agreements in place with similar vendors for these types of services. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Mike Brozo and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Energy Project Solutions, LLC for CT1 Alameda pipeline operations and general maintenance 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. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

5. **NCPA Geothermal Facility – Steam Field Operations Forecast Report –** Staff provided background information and was seeking a recommendation for Commission approval of the 2020 Steam Field Operations Forecast Report dated April 2020, including approval regarding the market power price at which to curtail the load at the NCPA Geothermal facilities, as the Geothermal Operating Protocol effective July 1, 2020, and remaining in effect until replaced by the Commission.

The Steam Field Operations Forecast Report is an in depth study of The Geysers reservoir relative to the operation of NCPA's Geothermal facility and provides a generation forecast of the

facility. This report will act as the Operating Protocol with the goal of maximizing the generation output. The proposed 2020 Geothermal Facility Operating Protocol will be a two-zone baseload operation with curtailment conditions including; negative Day Ahead pricing of at least \$25 per MWh, and the level of curtailment limited to 45 MW with discretion to adjust this level based on the steam field response. The curtailment duration will be at least four hours or more, and limited to cycling once per calendar day.

Motion: A motion was made by Brian Schinstock and seconded by Basil Wong recommending Commission approval of the 2020 Steam Field Operations and Forecast Report, dated April 2020, as the Geothermal Operating Protocol, effective July 1, 2020. This Operating Protocol is to remain in effect until replaced by the Commission. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Palo Alto and Redding. The motion passed.

6. NCPA Wildfire Mitigation Plan Updates – Staff presented the NCPA Wildfire Mitigation Plan Audit Report, outlining recommended changes to the plan, and was seeking a recommendation for Commission approval of the recommended changes.

The Public Utilities Code Section 8387 requires electric utilities to assess the risk of catastrophic wildfire posed by a utility's overhead electrical lines and equipment. In response to this requirement, NCPA created its Wildfire Mitigation Plan, to reduce the risk of NCPA facilities igniting wildfire, including identifying preventative maintenance procedures and practices. The NCPA 2020 Wildfire Mitigation Plan was approved at the Commission meeting December 5, 2019. This Plan shall be reviewed and approved on an annual basis.

As required in NCPA's Wildfire Mitigation Plan, NCPA must contract with a qualified independent evaluator to review and assess the comprehensiveness of the Plan. The assessment report must be presented at a Commission meeting and posted to the website. NCPA hired Dudek to complete this evaluation. Upon Commission approval, staff will revise the Wildfire Mitigation Plan from version 1.0 to 1.1 for document revision history. This Plan will be submitted to the Wildfire Safety Advisory Board.

Motion: A motion was made by Basil Wong and seconded by Jiayo Chiang recommending Commission approval of the NCPA 2020 Wildfire Mitigation Plan, with updated revisions based on the qualified independent evaluator's recommendations. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

7. Port of Oakland Admission to MPP – Pursuant to Section 11.1 of the Amended and Restated Market Purchase Program Agreement (MPP), staff was seeking a recommendation for Commission approval of admission of the Port of Oakland as a new MPP Participant.

Per the MPP Agreement, NCPA can act on behalf of Participants to transact Approved Products. Under Section 11.1, a Member may execute the MPP Agreement and become a Participant provided that such joinder is approved by the NCPA Commission. The Port of Oakland has expressed interest in becoming a Participant under the MPP Agreement. Upon joining the MPP Agreement, the Port of Oakland will participate in the program pursuant to the terms and conditions of the MPP Agreement.

Motion: A motion was made by Mike Brozo and seconded by Brian Schinstock recommending Commission approval of the Port of Oakland becoming a Participant under the Amended and Restated Market Purchase Program Agreement (MPP Agreement) upon Port of Oakland's execution of the MPP Agreement. A vote was taken by roll call: YES = Alameda, Gridley, Lodi,

Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

INFORMATIONAL ITEMS

- 8. NCPA Generation Services Plant Updates** – Plant Staff will provide the Committee with an informational update on current plant activities and conditions.

Hydro – New Spicer Meadows (NSM) Reservoir capacity is increasing with peak flows between 1:00 – 2:00 am. The capacity is approximately 120,000 acre-feet. The NSM Powerhouse is currently in a PG&E outage from April 2 – May 9, 2020. It took one week to plow the road to the powerhouse due to April snows. Hydro is preparing for the annual ground based inspection of the entire 230 kV line, which is approximately 40 miles, and includes LIDAR survey, and vegetation management. Staff is also planning and preparing for the Insulator Replacement Project on the 230 kV line. The Osprey have been persistent, and nests have come back twice on the top of power poles after WAPA removed them, and placed plastic cones on at the top of the poles. Staff are coordinating with USFS for the opening of NSM Campground.

CTs – April was a quiet month for the CTs, with two actual starts at CT1. Neither CT had any forecasted starts. The YTD starts for CT1 is 216, with CT2 at 36. There were zero forced outages. The CT1 Alameda Unit 2 outage has been extended due to cracked blades out of the acceptable range of repair. As well, the STIG outage has also been extended into June due to the transformer.

Geo – There were no safety incidents to report for the month of April. Established safety measures are in place to prevent Covid-19 exposure, as well as screening for symptoms. A Covid-19 screening station has been set up at the C-Site Well Pad for NCPA employees, contractors, and visitors. Staff are now focusing on the fire season, with continued maintenance of existing firebreaks, clearing vegetation around the infrastructure, and possible shutdown of the SEGEP Pipeline during PSPS events. The FY2020 YTD actual generation is 524.5 GWhrs. Generation is still down due to the Kincadee fire, but is slowly building back up. It is now 15% below the forecast. An outage was originally planned for Plant 2, Unit 4, from April 6-16, 2020. The unit was taken off line early on March 24, 2020 due to low turbine oil pressure with high bearing vibration. The unit is scheduled for completion on May 12, 2020. Plant 1, Unit 2 was in an outage April 20-22, 2020 for replacement of the 2.4 KVA transformer.

- 9. New Business Opportunities** – Staff provided an informational update regarding new business opportunities.

Sonoma Clean Power (SCP) issued a RFP for Schedule Coordinator (SC) Services. NCPA submitted a Statement of Qualifications on February 11, 2020. Staff participated in an interview on February 25, 2020. NCPA has been tentatively selected as SCP's preferred services provider. Staff is currently working on a draft agreement with a limited scope of services for the SC services. The initial term of services will be for three years from January 1, 2021 through December 31, 2023, with an automatic extension. Services provided will include scheduling ISTs, loads, and limited resources, similar to EBCE. The estimated costs for services will be \$205,000 per year, with a 2% escalation per year. The liability proposal will include liability for select services limited to cost for services in the event of NCPA's active negligence.

The security account requirement protects Members from default by providing cash flow during the period in which NCPA seeks a remedy for default or the removal of a load from the SC portfolio. The current requirement is the highest three months of estimated CAISO invoices, which is defined as Estimated Aggregate Liability (EAL). SCP has expressed concerns with the standard posting requirement as it may result in a large posting requirement. SCP has acknowledged the purpose and intent of the security account requirement, but has requested an alternative requirement that is more aligned with other business requirements and practices.

Alternatives to consider include modifying the number of months to a prompt month requirement or a two-month requirement instead of three. Other considerations include possibly shortening the period of cure for an event of default from 30 days to ten days, with a focus on limiting contingent liability. Please contact Power Management staff with input and any questions.

10. Planning and Operations Update –

- Nevada Irrigation District's (NID) Combie South Powerhouse was successfully integrated into the NCPA SCID portfolio effective May 1, 2020. The Deer Creek Powerhouse will be integrated next, after FERC approval.
- NCPA Renewables RFP – Staff is working to present a summary of initial proposals to the Members at the May 14, 2020 UD meeting.
- SFWPA – NCPA is reengaging in negotiations with SFWPA to explore opportunity for purchase of project output, and provision of scheduling and dispatch services.
- PG&E PSPS – Staff is working to improve coordination and communications with PG&E as we look forward to the CY 2020 wild fire season. Will refocus on a dedicated contact. Last year there were 12 separate PG&E desks.

11. Next Meeting – The next regular Facilities Committee meeting is scheduled for June 3, 2020.

CLOSED SESSION

Non-essential Members and NCPA staff left the meeting for the closed session Item #12.

12. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d) (2) – One (1) case. (*Commission Category: Closed Session; Sponsor: CTs*)

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the meeting.

REPORT FROM CLOSED SESSION

Closed Session Disclosure: General Counsel Jane Luckhardt stated no reportable action was taken on the closed session Item #12.

ADJOURNMENT

The meeting was adjourned at 11:45 am, by Committee Chair, Brian Schinstock.

**Northern California Power Agency
May 6, 2020 Facilities Committee Meeting
Attendance List**

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

[illegible]

Teleconference call only due to Covid19.

**Northern California Power Agency
May 6, 2020 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	
UKIAH	




Commission Staff Report

May 19, 2020

COMMISSION MEETING DATE: May 28, 2020

SUBJECT: April 30, 2020 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth 	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 May 28, 2020 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 April 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 April 2020

Operations:

Geothermal	\$ 1,463,467
Hydroelectric	3,548,146
CT#1 Combustion Turbines	141,580
CT#2 STIG	217,453
Lodi Energy Center	2,996,381
NCPA Operating	29,325,829
Total	<u>\$ 37,692,856</u>

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

PERCENT OF YEAR ELAPSED
83%

	This Month	Actual Year To-Date	FY 2020 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 1,976,889	\$ 16,002,984	\$ 20,767,239	77%	
Debt Service (Net)	2,775,572	27,755,718	33,306,862	83%	
Annual Budget Cost	4,752,461	43,758,702	54,074,101	81%	
<u>Geothermal</u>					
Other Plant Cost	2,921,480	25,932,766	30,365,288	85%	
Debt Service (Net)	412,144	4,121,436	4,945,723	83%	
Annual Budget Cost	3,333,624	30,054,202	35,311,011	85%	
<u>Combustion Turbine No. 1</u>					
	485,472	4,875,136	6,169,530	79%	
<u>Combustion Turbine No. 2 (Stig)</u>					
Fuel and Pipeline Transport Charges	56,965	869,713	1,089,118	80%	
Other Plant Cost	226,654	1,955,226	2,552,870	77%	
Debt Service (Net)	483,035	4,830,351	5,796,421	83%	
Annual Budget Cost	766,654	7,655,290	9,438,409	81%	
<u>Lodi Energy Center</u>					
Fuel	138,478	20,668,123	39,513,147	52%	
Other Plant Cost	8,364,075	39,822,648	27,392,586	145%	(a)
Debt Service (Net)	2,171,203	21,712,023	26,054,428	83%	
Annual Budget Cost	10,673,756	82,202,794	92,960,161	88%	
<u>Member Resources - Energy</u>					
	5,490,277	51,234,631	56,228,967	91%	(b)
<u>Member Resources - Natural Gas</u>					
	165,376	3,486,012	3,540,898	98%	(c)
<u>Western Resources</u>					
	3,139,849	18,534,716	23,325,119	79%	
<u>Market Power Purchases</u>					
	1,889,783	19,887,215	15,123,482	131%	(d)
<u>Load Aggregation Costs - CAISO</u>					
	33,750,167	493,383,983	256,029,593	193%	(e)
<u>Net GHG Obligations</u>					
	-	2,555,874	496,955	514%	(f)
	64,447,419	757,628,555	552,698,226	137%	
<u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	515,172	5,848,287	2,813,086	208%	(g)
Wheeling Access Charge	10,763,369	93,490,507	110,581,940	85%	
Ancillary Services	950,136	6,828,761	2,372,540	288%	(h)
Other ISO Charges/(Credits)	29,764	11,192,190	1,321,289	847%	(i)
	12,258,441	117,359,745	117,088,855	100%	
<u>MANAGEMENT SERVICES</u>					
<u>Legislative & Regulatory</u>					
Legislative Representation	143,769	1,595,909	2,132,130	75%	
Regulatory Representation	65,258	560,567	748,387	75%	
Western Representation	49,628	495,032	745,117	66%	
Customer Programs	18,234	213,011	423,678	50%	
Judicial Action	51,518	465,208	625,000	74%	
<u>Power Management</u>					
System Control & Load Dispatch	504,805	4,924,466	6,082,417	81%	
Forecasting, Planning, Prescheduling & Trading	246,851	2,070,392	2,934,143	71%	
Industry Restructuring & Regulatory Affairs	32,040	302,998	414,479	73%	
Contract Admin, Interconnection Svcs & External Affairs	89,930	781,783	953,716	82%	
Gas Purchase Program	5,695	53,080	77,386	69%	
Market Purchase Project	8,577	74,206	111,270	67%	

Management Services continued on next page

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

PERCENT OF YEAR ELAPSED 83%
--

	This Month	Actual Year To-Date	FY 2020 Budget	% Used
Energy Risk Management	14,517	123,916	211,744	59%
Settlements	59,974	644,441	979,916	66%
Integrated Systems Support	23,391	63,966	243,161	26%
Participant Pass Through Costs	125,733	962,439	1,560,447	62%
Support Services	53,939	1,139,649	-	N/A
	1,493,859	14,471,063	18,242,991	79%
TOTAL ANNUAL BUDGET COST	78,199,719	889,459,363	688,030,072	129%
<u>LESS: THIRD PARTY REVENUE</u>				
Plant ISO Energy Sales	3,496,969	67,718,253	127,623,712	53%
Member Resource ISO Energy Sales	1,245,489	22,098,179	29,156,411	76%
Member Owned Generation ISO Energy Sales	2,589,535	52,700,966	67,107,648	79%
NCPA Contracts ISO Energy Sales	1,004,024	14,810,063	15,623,339	95% (j)
Western Resource Energy Sales	1,496,420	16,751,361	18,304,471	92% (k)
Load Aggregation Energy Sales	20,848,686	285,922,313	-	N/A
Ancillary Services Sales	150,077	4,648,818	4,196,879	111% (l)
Transmission Sales	9,198	91,980	110,376	83%
Western Credits, Interest and Other Income	14,908,564	94,732,655	19,227,470	493% (m)
	45,748,962	559,474,588	281,350,306	199%
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 32,450,757	\$ 329,984,775	\$ 406,679,766	81%

- (a) Increase due to unbudgeted repair costs at LEC due to the forced outage. NCPA received insurance proceeds for these costs and they are reflected below in the "Other Income" section of Third Party Revenue.
- (b) Variance caused by greater than anticipated member contracts for Palo Alto and Port of Oakland.
- (c) Variance caused by greater than anticipated natural gas for Lodi, Lompoc, Gridley, Biggs, Healdsburg, and Ukiah.
- (d) Variance due to unbudgeted market purchases and NCPA contracts. Unbudgeted deals made after the FY20 budget including certain NextEra and Exelon deals.
- (e) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (f) Increase primarily due to greater than anticipated GHG allowances purchased at auction for City of Lodi, BART, San Jose CE, East Bay CE, and Ukiah.
- (g) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (h) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (i) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (j) Variance due to unbudgeted revenue from market purchases and NCPA contracts. Unbudgeted deals made after the FY20 budget include certain NextEra and Exelon deals.
- (k) Increase due to greater than anticipated MWh. MWhs are 119% of budget at 4/30/20.
- (l) Increase due to greater than projected MWhs of generation.
- (m) Variance caused by unbudgeted revenue from customers, greater than anticipated member contract sales, and insurance reimbursement of costs related to the LEC forced outage.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	April 30,	
	2020	2019
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 39,705	\$ 42,160
Investments	53,694	49,488
Accounts receivable		
Participants	2,926	22
Other	1,199	7,812
Interest receivable	419	344
Inventory and supplies	8,891	9,746
Prepaid expenses	2,439	894
TOTAL CURRENT ASSETS	109,273	110,466
RESTRICTED ASSETS		
Cash and cash equivalents	63,529	43,617
Investments	170,561	175,974
Interest receivable	770	693
TOTAL RESTRICTED ASSETS	234,860	220,284
ELECTRIC PLANT		
Electric plant in service	1,508,428	1,506,035
Less: accumulated depreciation	(1,029,746)	(998,948)
	478,682	507,087
Construction work-in-progress	182	182
TOTAL ELECTRIC PLANT	478,864	507,269
OTHER ASSETS		
Regulatory assets	223,407	228,682
Preliminary survey and investigation costs	688	315
Investment in associated company	265	265
TOTAL ASSETS	1,047,357	1,067,281
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	24,961	34,507
Pension deferrals	17,055	19,200
Deferred Outflows - ARO	62,012	62,204
TOTAL DEFERRED OUTFLOWS OF RESOURCES	104,028	115,911
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,151,385	\$ 1,183,192

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	April 30,	
	2020	2019
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 52,129	\$ 30,347
Accounts and retentions payable - restricted for construction	10	10
Member advances	1,675	1,279
Operating reserves	20,031	25,836
Current portion of long-term debt	57,810	33,505
Accrued interest payable	11,859	11,382
TOTAL CURRENT LIABILITIES	143,514	102,359
NON-CURRENT LIABILITIES		
Net pension and OPEB liability	66,126	76,002
Operating reserves and other deposits	135,227	132,442
Interest rate swap liability	20,892	14,326
Asset Retirement Obligations	66,383	63,713
Long-term debt, net	595,910	660,002
TOTAL NON-CURRENT LIABILITIES	884,538	946,485
TOTAL LIABILITIES	1,028,052	1,048,844
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	82,716	84,787
Pension and OPEB deferrals	5,802	3,195
TOTAL DEFERRED INFLOWS OF RESOURCES	88,518	87,982
NET POSITION		
Net investment in capital assets	(54,586)	(52,263)
Restricted	52,335	53,165
Unrestricted	37,066	45,464
TOTAL NET POSITION	34,815	46,366
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,151,385	\$ 1,183,192

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

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

UNAUDITED

	Ten Months Ended April 30,	
	2020	2019
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 336,265	\$ 376,289
Other Third-Party	168,717	227,914
TOTAL OPERATING REVENUES	504,982	604,203
OPERATING EXPENSES		
Purchased power	188,491	256,288
Operations	62,156	88,384
Transmission	154,784	154,122
Depreciation	25,769	25,723
Maintenance	43,518	19,758
Administrative and general	18,866	17,499
TOTAL OPERATING EXPENSES	493,584	561,774
NET OPERATING REVENUES	11,398	42,429
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(35,862)	(34,143)
Interest income	3,834	7,666
Other	26,493	6,650
TOTAL NON OPERATING EXPENSES	(5,535)	(19,827)
FUTURE RECOVERABLE AMOUNTS	(285)	(2,452)
REFUNDS TO PARTICIPANTS	(9,139)	(11,852)
INCREASE (DECREASE) IN NET POSITION	(3,561)	8,298
NET POSITION, Beginning of year	38,376	38,068
NET POSITION, Period ended	\$ 34,815	\$ 46,366

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY

AND ASSOCIATED POWER CORPORATIONS

(000's omitted)

April 30, 2020

April 30, 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		
\$	1 \$	- \$	1 \$	1 \$	106 \$	- \$	85 \$	39,511 \$	39,705	53,694	
	-	-	-	-	-	-	-	53,694			
	-	-	-	-	-	-	-	2,926	2,926		
	-	-	-	-	-	-	-	1,199	86	1,199	
	-	-	-	-	-	-	-	285	419		
	4,509	1,574	246	359	2,203	-	1	-	-	8,891	
	617	646	52	75	485	-	-	-	-	2,439	
	9,224	5,449	4,133	2,594	19,951	-	4	560	-	-	
	14,351	7,669	4,432	3,029	22,745	-	7,184	(81,609)	-	-	

* Eliminated in Combination

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

April 30, 2020										
GENERATING & TRANSMISSION RESOURCES										

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 Ten Months Ended April 30, 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
OPERATING REVENUES										
Participants	\$ 15,179	\$ 19,998	\$ 5,747	\$ 4,026	\$ 23,032	\$ -	\$ 249,133	\$ 17,885	\$ 1,265	\$ 336,265
Other Third-Party	17,775	17,847	697	822	35,768	-	93,206	2,602	-	168,717
TOTAL OPERATING REVENUES	32,954	37,845	6,444	4,848	58,800	-	342,339	20,487	1,265	504,982
OPERATING EXPENSES										
Purchased power	461	2,151	64	163	1,382	-	184,270	-	-	188,491
Operations	13,836	3,852	1,339	1,136	28,631	-	3,486	9,876	-	62,156
Transmission	295	381	13	12	1,335	-	152,744	4	-	154,784
Depreciation	3,374	7,844	1,843	170	12,193	-	-	76	269	25,769
Maintenance	8,846	6,209	745	2,573	25,079	-	-	66	-	43,518
Administrative and general	4,035	3,294	893	933	3,932	-	-	5,826	(47)	18,866
Intercompany (sales) purchases, net*	(674)	240	66	121	299	-	-	(52)	-	-
TOTAL OPERATING EXPENSES	30,173	23,971	4,963	5,108	72,851	-	340,500	15,796	222	493,584
NET OPERATING REVENUES	2,781	13,874	1,481	(260)	(14,051)	-	1,839	4,691	1,043	11,398
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(516)	(22,414)	(1,023)	-	(11,909)	-	-	-	-	(35,862)
Interest income	495	588	68	24	788	-	1,103	77	691	3,834
Other	-	404	1,305	-	24,493	-	-	-	291	26,493
TOTAL NON OPERATING (EXPENSES) REVENUES	(21)	(21,422)	350	24	13,372	-	1,103	77	982	(5,535)
FUTURE RECOVERABLE AMOUNTS										
	(1,881)	2,307	(1,729)	-	1,018	-	-	-	-	(285)
REFUNDS TO PARTICIPANTS										
INCREASE (DECREASE) IN NET POSITION	(503)	(2,305)	(38)	960	(746)	-	(1,073)	(4,279)	(1,155)	(9,139)
	376	(7,546)	64	724	(407)	-	1,869	489	870	(3,561)
NET POSITION, Beginning of year	9,954	13,682	423	(1,753)	7,501	-	1,158	4,813	2,598	38,376
NET POSITION, Period ended	\$ 10,330	\$ 6,136	\$ 487	\$ (1,029)	\$ 7,094	\$ -	\$ 3,027	\$ 5,302	\$ 3,468	\$ 34,815

* Eliminated in Combination

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

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 4,045,932
PAST DUE:			
1 - 30	Calpine Geysers Plant Service	Sulfer sale	78,641 *
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 4,124,574</u>

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




Commission Staff Report

May 19, 2020

COMMISSION MEETING DATE: May 28, 2020

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

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth 	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"/>	
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	
City of Biggs	<input type="checkbox"/>	
City of Gridley	<input type="checkbox"/>	
City of Healdsburg	<input type="checkbox"/>	
City of Lodi	<input type="checkbox"/>	
City of Lompoc	<input type="checkbox"/>	
City of Palo Alto	<input type="checkbox"/>	
City of Redding	<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>		
<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 \$5,922,070 of which approximately \$211,975 was applicable to Special and Reserve Fund Deposits, \$3,095 to Debt Service and \$5,707,000 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 \$320,825,081 at month end. The current market value of the portfolio totaled \$324,498,666.

The overall portfolio had a combined weighted average interest rate of 1.739% with a bond equivalent yield (yield to maturity) of 1.763%. Investments with a maturity greater than one year totaled \$155,742,000. April maturities totaled \$51 million and monthly receipts totaled \$48 million. During the month \$76 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 increased 11 basis points (from 0.01% to 0.12%) and rates on one year T-Bills remained unchanged at 0.17%.

To the best of my knowledge and belief, all securities held by NCPA as of April 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.

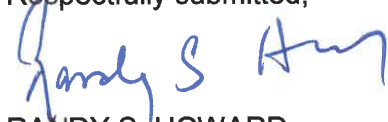
FISCAL IMPACT:

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

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

APRIL 30, 2020

TABLE OF CONTENTS

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CASH & INVESTMENT BALANCE	1
CASH ACTIVITY SUMMARY	2
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INTEREST RATE/YIELD ANALYSIS	4
INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

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

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 4,357,352	\$ 117,494,495	\$ 121,851,847	37.29%
Special Deposits	1,348,181	-	1,348,181	0.42%
Construction	1,467	5,140,413	5,141,880	1.57%
Debt Service	3,095	45,679,673	45,682,768	13.98%
Special & Reserve	211,975	152,510,500	152,722,475	46.74%
	<u>\$ 5,922,070</u>	<u>\$ 320,825,081</u>	<u>\$ 326,747,151</u>	<u>100.00%</u>

Portfolio Investments at Market Value	<u>\$ 324,498,666</u>
---------------------------------------	-----------------------

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
April 30, 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	\$ 48,069,950	\$ 227,482	\$ 23,838,617	\$ (15,836,797)	\$ (31,929,118)	\$ (22,317,493)	\$ 2,052,641
Special Deposits	271,384	2	-	(16,400,750)	-	16,129,617	253
Construction	-	-	-	-	(4,233,473)	-	(4,233,473)
Debt Service	-	320	4,386,340	-	(16,342,071)	5,446,393	(6,509,018)
Special & Reserve	-	217,969	23,120,334	-	(23,985,426)	741,483	94,360
	<u>\$ 48,341,334</u>	<u>\$ 445,773</u>	<u>\$ 51,345,291</u>	<u>\$ (32,237,547)</u>	<u>\$ (76,490,088)</u>	<u>\$ -</u>	<u>\$ (8,595,237)</u>

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
April 30, 2020**

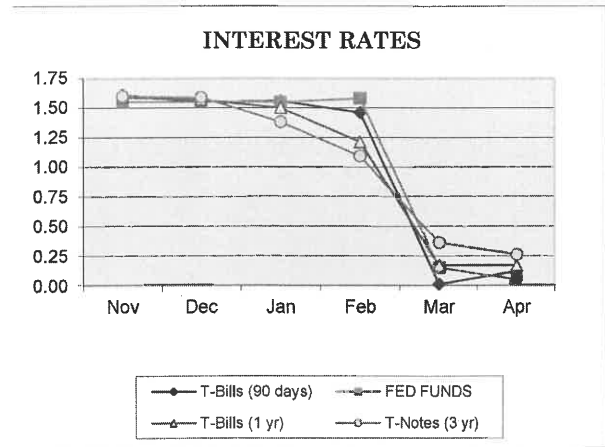
			(NON-CASH)	(NON-CASH)	INVESTMENTS	
	PURCHASED	SOLD OR MATURED	DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 31,929,118	\$ (23,838,617)	\$ 13,117	\$ -	\$ -	\$ 8,103,618
Special Deposits	-	-	-	-	-	-
Construction	4,233,473	-	1,422	-	-	4,234,895
Debt Service	16,342,071	(4,386,340)	38,064	-	-	11,993,795
Special & Reserve	23,985,426	(23,120,334)	(2,455)	-	-	862,637
	<u>\$ 76,490,088</u>	<u>\$ (51,345,291)</u>	<u>\$ 50,148</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 25,194,945</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(50,148)</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ 25,144,797</u>

NOTE A -Investment amounts shown at book carrying value.

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

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
OVERALL COMBINED	<u>1.739%</u>	<u>1.763%</u>
<u>OPERATING FUNDS:</u>	1.901%	1.930%
<u>PROJECTS:</u>		
Geothermal	2.002%	1.973%
Capital Facilities	0.664%	0.678%
Hydroelectric	1.452%	1.465%
Lodi Energy Center	1.370%	1.167%

KEY INTEREST RATES		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Overnight)	0.05%	2.44%
T-Bills (90da.)	0.12%	2.44%
Agency Disc (90da.)	0.15%	2.35%
T-Bills (1yr.)	0.17%	2.43%
Agency Disc (1yr.)	0.16%	2.25%
T-Notes (3yr.)	0.26%	2.30%



Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
April 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	\$ -	\$ 62,049	\$3,387	\$ 3,900	\$ 500	\$ 75,502	\$ 2,000	\$ 147,338	45.33%
Corporate Bonds (MTN)	-	1,000	-	1,500	3,000	64,755	-	70,255	21.61%
Municipal Bonds	-	-	-	-	1,000	11,985	-	12,985	3.99%
US Bank Trust Money Market	41	-	-	-	-	-	-	41	0.01%
Commercial Paper	9,529	-	-	-	-	-	-	9,529	2.94%
Investment Trusts (LAIF)	54,729	-	-	-	-	-	-	54,729	16.84%
Investment Trusts (CAMP)	5,169	-	-	-	-	-	-	5,169	1.60%
U.S.Treasury Market Acct. *	11,770	-	-	-	-	-	-	11,770	3.62%
U.S.Treasury Bill/Note	-	7,320	66	118	4,202	-	-	11,706	3.60%
Certificates of Deposit	-	10	-	-	-	1,500	-	1,510	0.46%
Total Dollars	\$ 81,238	\$70,379	\$3,453	\$5,518	\$8,702	\$153,742	\$2,000	\$ 325,032	100.00%
Total Percents	24.98%	21.65%	1.06%	1.70%	2.68%	47.30%	0.62%	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
04/30/2020

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	5,025,800	0.050	11/26/2014	5,025,800		1	0.050	5,025,800	SYS70101	70101	5,025,800
Local Agency Investm	LAIF	29,674,003	2.020	07/01/2013	29,674,003		1	2.020	29,674,003	SYS70000	70000	29,674,003
California Asset Mgm	CMP	4,526	0.980	10/19/2018	4,526		1	0.980	4,526	SYS70070	70070	4,526
Union Bank of Calif	UBOC	276,555	0.002	07/01/2013	276,555		1	0.002	276,555	SYS70014	70014	276,555
US Bank	USB	4,357,352	0.001	06/30/2013	4,357,352		1	0.001	4,357,352	SYS70050	70050	4,357,352
US Bank	USB	4,502,951	0.020	08/24/2017	4,502,951		1	0.020	4,502,951	SYS70056	70056	4,502,951
General Dynamics	UBOC	1,000,000	2.875	09/20/2018	998,980	05/11/2020	10	2.937	1,000,450	369550BA5	26668	998,983
US Bank	USB	10,000	0.050	04/07/2020	10,000	07/07/2020	67	0.050	10,000	SYS30321	30321	10,000
Federal Home Loan Ba	UBOC	4,975,000	1.600	08/28/2017	4,990,373	07/17/2020	77	1.490	4,987,438	3130ABTW6	26466	4,976,124
U.S. Treasury	UBOC	118,000	1.750	10/31/2019	118,184	11/15/2020	198	1.598	119,042	9128283G3	26908	118,095
Walmart, Inc.	UBOC	1,000,000	1.900	09/20/2018	979,580	12/15/2020	228	2.848	1,007,600	931142EA7	26674	994,318
John Deere Capital C	UBOC	500,000	2.350	09/21/2018	492,195	01/08/2021	252	3.057	505,025	24422ETZ2	26676	497,889
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	303	2.969	1,012,580	17275RBD3	26667	993,918
NATIONAL RURAL UTIL	UBOC	500,000	2.900	07/31/2019	506,370	03/15/2021	318	2.086	508,720	63743HER9	26847	503,425
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	335	2.846	504,970	437076BL5	26558	496,306
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	383	2.919	1,009,110	458140AV0	26670	987,765
Pfizer Inc	UBOC	500,000	1.950	06/12/2018	487,130	06/03/2021	398	2.858	507,415	717081DX8	26617	495,289
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	451	1.620	2,646,780	3133EHSR5	26465	2,605,092
Federal Home Loan Mt	UBOC	3,500,000	1.500	11/23/2016	3,500,000	08/23/2021	479	1.500	3,502,380	3134GAVH4	26385	3,500,000
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	496	3.149	997,420	02665WBG5	26669	981,384
3M Company	UBOC	1,000,000	3.000	09/21/2018	999,480	09/14/2021	501	3.018	1,038,950	88579YBA8	26675	999,761
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	646	3.060	1,030,020	742718DY2	26673	987,347
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	671	2.982	1,029,040	478160CD4	26671	987,293
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	700	3.315	513,450	87236YAE8	26601	496,730
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	731	2.924	515,550	713448DT2	26557	493,674
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	740	2.329	1,157,745	037833CQ1	26525	1,122,687
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	929	3.157	505,675	02665WCA7	26614	493,427
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	948	3.008	515,795	16676ABA6	26555	492,149
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	957	3.135	421,200	92826CAC6	26647	396,730
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	985	3.315	1,035,990	89236TEL5	26645	984,679
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	1,006	3.464	495,370	828807CN5	26603	491,002
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	1,020	3.154	523,080	68389XBR5	26556	493,176
Exon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	1,034	3.068	1,039,640	30231GAR3	26648	990,995
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	1,039	3.264	523,625	24422ETG4	26613	493,910
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	1,048	3.086	529,485	084670BR8	26554	495,550
United Parcel Servic	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	1,065	3.248	522,375	911312BK1	26600	489,969
United Parcel Servic	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	1,065	3.308	522,375	911312BK1	26677	489,126
Walmart, Inc.	UBOC	500,000	2.550	07/31/2019	507,870	04/11/2023	1,075	2.104	525,735	931142DH3	26848	506,272
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	1,082	3.443	534,230	06406RAG2	26602	500,764
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	1,109	3.236	538,315	427866AZ1	26615	501,928



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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	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	1,179	3.399	1,069,460	90331HN1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	1,194	3.172	1,043,250	594918BQ6	26872	964,750
Oracle Corp.	UBOC	4,145,000	2.400	05/31/2019	4,106,452	09/15/2023	1,232	2.630	4,338,364	68389XBL8	26820	4,114,690
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,371	3.561	543,140	46625HJT8	26760	510,998
Bank of America Corp	UBOC	1,700,000	2.500	09/24/2019	1,700,000	09/24/2024	1,607	2.577	1,726,044	06048WD56	26872	1,700,000
Federal Agricultural	UBOC	3,000,000	2.000	09/25/2019	3,000,000	09/25/2024	1,608	2.000	3,015,180	31422BME7	26886	3,000,000
Federal Farm Credit	UBOC	2,300,000	1.890	09/27/2019	2,300,000	09/27/2024	1,610	1.890	2,337,480	3133EKL20	26888	2,300,000
Toyota Motor Credit	UBOC	1,000,000	2.150	09/27/2019	1,000,000	09/27/2024	1,610	2.323	970,880	89236TGH2	26887	1,000,000
Federal Home Loan Ba	UBOC	1,500,000	2.000	10/04/2019	1,500,000	10/02/2024	1,615	1.999	1,506,315	3130AH7F4	26889	1,500,000
Federal Home Loan Mt	UBOC	1,000,000	1.920	01/09/2020	1,000,000	01/08/2025	1,713	1.920	1,008,600	3134GUP95	26923	1,000,000
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,732	1.846	531,680	90331HMS9	26947	521,501
Fund Total and Average		\$ 92,714,524	1.811		\$ 92,340,868		462	1.933	\$ 93,768,135			\$ 92,519,663

MPP GHG Auction Acct

Local Agency Investm	85,043	2.020	07/01/2013	85,043		1	2.020		85,043	SYS70045	70045	85,043
Fund Total and Average		\$ 85,043	2.020		\$ 85,043	1	2.020		\$ 85,043			\$ 85,043

SCPA Balancing Account

Local Agency Investm	LAIF	2,393,471	2.020	07/01/2013	2,393,471		1	2.020	2,393,471	SYS70022	70022	2,393,471
Union Bank of Califo	UBOC	5,293,623	0.002	07/01/2013	5,293,623		1	0.002	5,293,623	SYS70023	70023	5,293,623
Federal Home Loan Ba	UBOC	750,000	2.875	11/27/2018	750,045	09/11/2020	133	2.870	757,193	313370US5	26717	750,009
Federal National Mtg	UBOC	1,150,000	1.630	12/20/2018	1,128,369	10/30/2020	182	2.672	1,156,429	3135GORM7	26734	1,144,221
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	367	3.000	505,325	06408FAB9	26570	495,468
Caterpillar Finanda	UBOC	505,000	1.700	03/26/2020	487,713	08/09/2021	465	2.780	509,075	14912L6U0A	26954	498,230
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	652	2.798	515,645	594918BA1	26574	496,442
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	672	3.186	513,090	25468PDQ6	26630	493,635
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	700	3.100	513,450	87236YAE8	26571	498,656
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	761	2.918	519,500	437076BG6	26572	497,139
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	867	3.161	510,335	74460DAB5	26573	491,308
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	957	3.096	263,250	92826CAC6	26632	248,195
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	958	3.070	525,645	458140AM2	26625	495,494
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	984	3.203	568,293	89233PF77	26598	542,099
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,655	02/28/2023	1,033	3.170	525,485	17275RBE1	26624	492,553
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	1,034	3.055	519,820	30231GAR3	26599	495,683
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	1,048	3.185	529,465	084670BR8	26596	494,244
United Parcel Servic	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	1,065	3.191	522,375	911312BK1	26627	490,703
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	1,095	3.108	519,970	654106AC7	26597	488,157
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	1,126	3.438	497,625	828807DD6	26631	490,295
Federal Home Loan Mt	UBOC	2,600,000	2.750	08/17/2018	2,603,900	06/15/2023	1,140	3.467	2,608,138	3134GSMY8	26653	2,602,522



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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
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	06/15/2023	1,140	3.150	534,625	717081DH3	26626	497,837
Federal Home Loan Mt	UBOC	2,500,000	3.050	08/28/2018	2,501,250	08/28/2023	1,214	3.039	2,517,875	3134GSUZ6	26654	2,500,831
Federal Home Loan Ba	UBOC	2,000,000	3.100	12/28/2018	2,000,000	12/28/2023	1,336	3.100	2,032,080	3130AFKR7	26736	2,000,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,546	2.410	508,905	89236TGD1	26831	500,000
Federal Agricultural	UBOC	1,250,000	2.000	09/25/2019	1,250,000	09/25/2024	1,608	2.000	1,256,325	31422BME7	26873	1,250,000
Federal Agricultural	UBOC	2,500,000	1.300	03/11/2020	2,500,000	03/11/2025	1,775	1.300	2,501,975	31422BVS6	26955	2,500,000
Fund Total and Average		\$ 29,242,094	1.977		\$ 29,052,065		803	2.239	\$ 29,618,787			\$ 29,140,815

General Operating Reserve

Local Agency Investm	LAIF	17,796,115	2.020	07/01/2013	17,796,115		1	2.020	17,796,115	SYS70000	70002	17,796,115
California Asset Mgm	CMP	5,164,038	0.980	12/14/2018	5,164,038		1	0.980	5,164,038	SYS70071	70071	5,164,038
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70019	70019	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70051	70051	0
Federal Home Loan Mt	UBOC	2,330,000	1.875	12/11/2019	2,335,895	11/17/2020	200	1.600	2,351,459	3137EAEK1	26922	2,333,439
Federal National Mtg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	05/25/2021	389	1.625	5,163,187	3136G3NL5	26332	5,162,000
Federal National Mtg	UBOC	1,300,000	1.500	08/30/2016	1,300,000	05/28/2021	392	1.500	1,301,040	3136G33W3	26368	1,300,000
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	465	3.169	509,075	14912L6UDa	26956	495,823
Caterpillar Financia	UBOC	505,000	1.700	03/28/2020	497,713	08/09/2021	465	2.780	509,075	14912L6UDa	26957	498,230
American Honda Finan	UBOC	510,000	1.700	03/25/2020	496,924	09/09/2021	496	3.522	508,684	02665WBG5	26964	497,822
NYC Transitional F	UBOC	1,555,000	2.900	04/15/2020	1,593,269	11/01/2021	549	1.285	1,590,516	64971Q7F4	26982	1,592,167
Microsoft Corp.	UBOC	400,000	2.375	04/28/2018	391,480	02/12/2022	652	2.972	412,516	594918BA1	26578	396,002
TD Ameritrade	UBOC	500,000	2.950	04/28/2018	492,950	04/01/2022	700	3.335	513,450	87236YAE8	26582	496,562
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	740	2.329	4,148,752	037833CQ1	26524	4,023,122
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	770	1.760	3,716,463	313379Q69	26467	3,601,252
Federal Farm Credit	UBOC	2,000,000	1.000	03/30/2020	2,000,000	06/30/2022	790	1.000	2,001,420	3133ELUS1	26961	2,000,000
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	807	3.083	525,270	713448CX4	26580	500,162
NYC Transitional F	UBOC	1,015,000	2.850	04/15/2020	1,046,120	08/01/2022	822	1.485	1,041,755	64971WVJ4	26981	1,045,517
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	12/01/2022	944	2.937	517,015	25468PCW4	26739	492,862
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	957	3.145	526,500	92826CAC6	26584	495,816
Federal Home Loan Mt	UBOC	2,000,000	1.050	03/30/2020	2,000,000	12/30/2022	973	1.050	2,000,180	3134GVHB7	26963	2,000,000
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	997	3.140	783,533	90331HNL3	26737	744,449
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	1,003	3.325	524,065	06408RAE7	26575	495,285
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	1,020	3.195	523,060	68389XBR5	26579	492,654
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	1,026	3.225	517,000	74005PBF0	26581	493,218
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	1,048	3.243	529,465	084670BR8	26576	493,487
United Parcel Servic	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	1,065	3.245	522,375	911312BR8	26583	490,024
Chevron Corp.	UBOC	750,000	2.586	01/30/2019	738,750	05/16/2023	1,110	2.939	782,888	166764BK5	26740	742,032
Arizona Board of Reg	UBOC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	1,126	1.387	1,830,642	040484VN4	26984	1,818,475
Chevron Corp.	UBOC	500,000	3.191	02/07/2019	507,025	06/24/2023	1,149	2.847	528,940	166764AH3	26755	505,047
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	06/26/2023	1,151	2.864	539,840	931142EK5	26758	507,878
Montgomery Water Wor	UBOC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	1,218	1.020	2,188,479	613105KV6	26985	2,199,597

General Operating 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
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	09/15/2023	1,232	2.908	539,860	717081EN9	26738	504,557
Honolulu City and Co	UBOC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	1,248	1.020	1,827,861	4386705V9	26983	1,836,433
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490	01/23/2024	1,362	3.319	537,565	17325FAS7	26756	505,628
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120	02/01/2024	1,371	3.535	543,140	46625HJT8	26757	511,378
US Bank, N.A.	UBOC	440,000	3.375	10/31/2019	462,862	02/05/2024	1,375	2.053	472,608	91159HHV5	26906	460,180
Federal Farm Credit	UBOC	2,000,000	1.210	03/25/2020	1,999,000	03/12/2024	1,411	1.222	1,999,480	3133ELST2	26959	1,999,025
Toyota Motor Credit	UBOC	750,000	2.410	07/25/2019	750,000	07/25/2024	1,546	2.410	763,358	89236TGD1	26841	750,000
Honolulu City and Co	UBOC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	1,553	1.058	1,529,310	438687KT1	26980	1,522,446
Federal Agricultural	UBOC	3,000,000	2.100	08/26/2019	3,000,000	08/26/2024	1,578	2.100	3,010,170	31422BK34	26871	3,000,000
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,615	1.999	1,004,210	3130AH7F4	26890	1,000,000
JP Morgan	UBOC	1,500,000	2.300	11/27/2019	1,500,000	11/27/2024	1,671	2.386	1,487,640	48128GM49	26912	1,500,000
Federal Home Loan Ba	UBOC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,687	0.830	1,996,615	3130A3GE8	26962	1,977,869
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,732	1.846	531,680	90331HMS9	26951	521,501
W W Grainger Inc.	UBOC	500,000	1.850	04/30/2020	516,000	02/15/2025	1,751	1.161	514,030	384802AE4	27000	515,991
Federal Agricultural	UBOC	2,300,000	1.300	03/11/2020	2,300,000	03/11/2025	1,775	1.300	2,301,817	31422BVS6	26958	2,300,000
Federal Farm Credit	UBOC	2,500,000	1.300	03/26/2020	2,500,000	03/26/2025	1,790	1.300	2,501,675	3133ELUT9	26960	2,500,000
Fund Total and Average		\$ 79,852,605	1.978		\$ 80,286,794		754	1.816	\$ 81,129,816			\$ 80,278,063
GRAND TOTALS:		\$ 201,894,266	1.901		\$ 201,764,770		627	1.930	\$ 204,601,761.			\$ 202,023,584

*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 04/30/2020

Investment #26332	FNMA	Callable quarterly	Investment# 26906	USBANK	Callable on 1/05/2024
Investment #26368	FNMA	Callable quarterly	Investment# 26912	JPM	Callable quarterly starting 11/27/2021
Investment #26385	FHLMC	Callable quarterly	Investment# 26923	FHLMC	Callable annually starting 1/8/2021
Investment #26646	USB	Callable on 6/23/2023	Investment# 26947	USBANK	Callable anytime starting 12/27/2024
Investment #26653	FHLMC	Callable on 6/15/2020	Investment# 26951	USBANK	Callable anytime starting 12/27/2024
Investment #26736	FHLMC	Callable on 12/28/2020	Investment# 26955	FAMC	Callable semi-annually starting 09/11/2020
Investment #26820	ORCL	Callable on 7/15/2023	Investment# 26958	FAMC	Callable semi-annually starting 09/11/2020
Investment #26831	TOY	Callable semi-annually starting 7/25/2021	Investment# 26959	FFCB	Callable anytime starting 06/12/2020
Investment #26841	TOY	Callable semi-annually starting 7/25/2021	Investment# 26960	FFCB	Callable anytime starting 03/26/2021
Investment #26848	WMT	Callable on 01/11/2023	Investment# 26961	FFCB	Callable anytime starting 09/30/2020
Investment# 26871	FAMC	Callable quarterly starting 8/26/2020	Investment #26963	FHLMC	Callable quarterly starting 6/30/2020
Investment# 26872	BAC	Callable semi-annually starting 09/24/2021	Investment #26980	HON	Callable anytime
Investment# 26873	FAMC	Callable semi-annually starting 09/25/2020	Investment #26981	NYCGEN	Callable anytime
Investment# 26886	FAMC	Callable semi-annually starting 09/25/2020	Investment #26982	NYCGEN	Callable anytime
Investment# 26887	TOY	Callable semi-annually starting 09/27/2021	Investment #26983	HON	Callable anytime
Investment# 26888	FFCB	Callable anytime starting 09/27/2021	Investment #26984	AZSHGR	Callable anytime
Investment# 26889	FHLMC	Callable anytime starting 10/02/2020			



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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	USB	708,000	1.940	07/30/2019	695,131	07/27/2020	87	1.996	708,794	313384ZX0	26850	705,676
Federal Home Loan Ba	USB	202,000	1.489	01/06/2020	200,269	07/31/2020	91	1.522	201,939	313384A33A	26926	201,239
Fund Total and Average		\$ 911,000	1.840		\$ 895,400		88	1.891	\$ 910,733			\$ 906,915

Geo 2012A Debt Service

Federal Home Loan Ba	USB	245,000	0.119	04/07/2020	244,932	06/29/2020	59	0.121	244,961	313384YTOA	26966	244,952
Federal Home Loan Ba	USB	125,000	1.540	01/28/2020	124,171	07/01/2020	61	1.571	124,975	313384YV5A	26927	124,674
Federal Home Loan Ba	USB	123,000	0.070	04/28/2020	122,985	07/01/2020	61	0.070	122,975	313384YV5A	26988	122,985
Fund Total and Average		\$ 493,000	0.467		\$ 492,088		60	0.476	\$ 492,911			\$ 492,611

Geo 2016A Debt Service

Federal Home Loan Ba	USB	578,000	0.119	04/07/2020	577,840	06/29/2020	59	0.121	577,908	313384YTOA	26967	577,886
Federal Home Loan Ba	USB	1,608,000	1.500	01/06/2020	1,596,141	07/01/2020	61	1.532	1,607,678	313384YV5A	26928	1,603,913
Federal Home Loan Ba	USB	291,000	1.539	01/28/2020	289,071	07/01/2020	61	1.571	290,942	313384YV5A	26929	290,241
Federal Home Loan Ba	USB	289,000	0.069	04/28/2020	288,964	07/01/2020	61	0.070	288,942	313384YV5A	26989	288,966
Fund Total and Average		\$ 2,766,000	1.066		\$ 2,752,016		61	1.088	\$ 2,765,470			\$ 2,761,006

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	272	1.424	1,519,312	912796UC1	26940	1,505,026
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		272	1.424	\$ 1,519,312			\$ 1,505,026

Geo Decommissioning Reserve

Local Agency Investm	LAIF	29,776	2.020	07/01/2013	29,776		1	2.020	29,776	SYS70027	70027	29,776
Union Bank of Calif	UBOC	519,789	0.002	07/01/2013	519,789		1	0.002	519,789	SYS70034	70034	519,789
American Honda Finan	UBOC	500,000	2.650	11/30/2018	493,500	02/12/2021	287	3.265	503,605	02665WCD1	26726	497,694
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	496,300	04/13/2021	347	3.276	507,415	89236TEU5	26727	498,517
Federal National Mtg	UBOC	2,000,000	1.500	08/30/2016	2,000,000	05/28/2021	392	1.500	2,001,600	3136G33W3	26369	2,000,000
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	465	3.169	509,075	14912LU0A	26965	495,823
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	486	3.002	258,135	02007GEC2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	587	3.103	767,505	69353REY0	26553	743,743
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	740	2.329	887,590	037833CQ1	26499	860,713
University of Calif	UBOC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	744	1.080	1,022,260	91412G2T1	27001	1,024,766
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	851	3.154	263,990	949763TLOA	30311	250,000

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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
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	852	3.051	263,408	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	858	3.152	264,088	254673TM8A	30313	250,000
Walt Disney Company	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	944	3.004	775,523	25468PCW4	26551	738,254
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	1,001	3.104	784,995	24422ERT8	26550	744,230
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	1,003	3.229	786,098	06406RAE7	26549	744,711
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	1,011	3.140	527,100	44932HAH6	26548	498,203
Federal Home Loan Mt	UBOC	935,000	1.650	01/31/2020	935,468	07/28/2023	1,183	1.635	941,854	3134GU6D7	26941	935,434
Solano County CCD	UBOC	385,000	5.500	04/09/2020	434,938	08/01/2023	1,187	1.471	435,751	83412PCN0	26978	434,017
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	1,216	3.203	269,745	29278TCP3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	1,224	3.301	270,685	17312QS34A	30314	250,000
Federal Farm Credit	UBOC	1,590,000	0.875	04/08/2020	1,590,000	04/08/2024	1,438	0.875	1,593,355	3133ELVX9	26976	1,590,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,546	2.410	508,905	89236TGD1	26842	500,000
Federal Agricultural	UBOC	750,000	2.000	09/25/2019	750,000	09/25/2024	1,608	2.000	753,795	31422BME7	26874	750,000
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,615	1.999	1,004,210	3130AH7F4	26891	1,000,000
Sacramento Suburban	UBOC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,645	1.846	345,962	78607QAY1	26977	349,212
Federal Home Loan Mt	UBOC	1,604,000	2.000	11/12/2019	1,604,000	11/12/2024	1,656	2.144	1,604,626	3134GUNG1	26910	1,604,000
W W Grainger Inc.	UBOC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,751	1.161	436,926	384802AE4	27002	438,592
Federal Farm Credit	UBOC	1,500,000	1.150	04/09/2020	1,500,000	04/09/2025	1,804	1.150	1,495,935	3133ELWC4	26979	1,500,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	1,909	3.455	2,051,200	3133EJUT4	26644	1,999,476
Fund Total and Average		\$ 21,934,776	2.230		\$ 21,962,371		1148	2.183	\$ 22,384,901			\$ 21,996,950

Geo 2012A DSR Account

U.S. Treasury	USB	66,000	1.551	08/26/2019	64,986	08/13/2020	104	1.590	65,980	912796TD1	26867	65,704
Federal National Mtg	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	389	1.625	1,517,349	3136G3NL5	26333	1,517,000
Fund Total and Average		\$ 1,583,000	1.622		\$ 1,581,996		377	1.624	\$ 1,583,329			\$ 1,582,704
GRAND TOTALS:		\$ 29,208,776	2.002		\$ 29,183,553		907	1.973	\$ 29,656,656			\$ 29,245,212

*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.

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Investment #26333 FNMA Callable quarterly
Investment #26369 FNMA Callable quarterly
Investment #26644 FFCB Callable anytime starting 7/23/2021
Investment #26842 TOYOTA Callable semi-annually starting 7/25/2021
Investment #26874 FAMC Callable semi-annually starting 09/25/2020
Investment #26890 FHLB Callable anytime starting 10/02/2020
Investment #26891 FHLB Callable anytime starting 10/02/2020
Investment #26910 FHLMC Callable quarterly starting 05/12/2020
Investment #26941 FHLMC Callable on 1/28/2021 only
Investment #26976 FFCB Callable on and anytime after 4/8/2022
Investment #26977 SCRWR Callable anytime
Investment #26979 FFCB Callable on and anytime after 10/9/2020
Investment #27001 UNVHGR Callable anytime



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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	3,106,723	2.020	07/01/2013	3,106,723		1	2.020	3,106,723	SYS70028	70028	3,106,723
Union Bank of Califo	UBOC	592,593	0.002	07/01/2013	592,593		1	0.002	592,593	SYS70031	70031	592,593
Federal Farm Credit	UBOC	1,995,000	1.750	11/06/2019	1,997,753	10/26/2020	178	1.606	2,008,187	3133EHJ95	26909	1,996,377
U.S. Treasury	UBOC	1,014,000	1.390	01/31/2020	999,788	01/28/2021	272	1.424	1,012,874	912796UC1	26924	1,003,351
California State Gen	UBOC	1,000,000	2.800	04/30/2020	1,016,420	04/01/2021	335	1.000	1,015,500	13063DGA0	26989	1,016,370
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	624	3.314	511,295	07330NAQ8	26618	494,497
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	674	2.946	512,170	30231GAJ1	26621	495,222
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	683	3.182	569,322	91159HHC7	26651	548,234
Federal Farm Credit	UBOC	500,000	1.630	02/05/2020	500,000	08/05/2022	826	2.043	500,055	3133ELLX0	26948	500,000
Federal Farm Credit	UBOC	500,000	1.630	02/05/2020	500,000	08/05/2022	826	1.630	500,055	3133ELLX0	26949	500,000
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	867	3.051	510,335	74460DAB5	26546	492,503
Federal Home Loan Mt	UBOC	1,300,000	1.900	11/14/2019	1,300,000	11/14/2022	927	1.900	1,300,676	3134GUPY0	26911	1,300,000
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	957	3.051	526,500	92826CAC6	26547	496,950
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	985	3.215	517,985	89236TEL5	26619	493,584
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	1,020	3.121	523,060	68389XBR5	26545	493,602
United Parcel Servic	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	1,065	3.182	522,375	911312BK1	26620	490,825
Colgate-Palmolive Co	UBOC	550,000	2.100	08/09/2018	528,660	05/01/2023	1,095	2.965	578,237	19416QEC0	26652	536,459
Federal Home Loan Ba	UBOC	1,500,000	3.250	10/19/2018	1,500,000	10/19/2023	1,266	3.250	1,518,690	3130AERY5	26701	1,500,000
Walmart, Inc.	UBOC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,689	1.744	537,070	931142DV2	26950	519,967
Fund Total and Average		\$ 16,608,316	2.174		\$ 16,531,244		591	2.182	\$ 16,863,712			\$ 16,577,257

Hydro Initial Facilities

Federal Home Loan Ba	USBT	4,234,000	0.070	04/28/2020	4,233,473	07/01/2020	61	0.070	4,233,153	313384YV5A	26987	4,233,498
Fund Total and Average		\$ 4,234,000	0.070		\$ 4,233,473		61	0.071	\$ 4,233,153			\$ 4,233,498

Hydro Debt Service

Federal Home Loan Ba	USBT	1,584,000	0.136	04/17/2020	1,583,562	06/29/2020	59	0.136	1,583,747	313384YTD A	26968	1,583,646
Federal Home Loan Ba	USBT	797,000	1.539	01/28/2020	791,715	07/01/2020	61	1.571	796,841	313384YV5A	26930	794,920
Federal Home Loan Ba	USBT	4,856,000	1.500	01/06/2020	4,820,187	07/01/2020	61	1.532	4,855,029	313384YV5A	26931	4,843,658
Federal Home Loan Ba	USBT	792,000	0.070	04/28/2020	791,901	07/01/2020	61	0.070	791,842	313384YV5A	26990	791,906
Fund Total and Average		\$ 8,029,000	1.093		\$ 7,987,365		61	1.116	\$ 8,027,459			\$ 8,014,130

Hydro 2018A Debt Service

Federal Home Loan Ba	USBT	2,289,000	0.120	04/07/2020	2,288,367	06/29/2020	59	0.121	2,288,634	313384YTD A	26969	2,288,550
Federal Home Loan Ba	USBT	5,406,000	1.500	01/06/2020	5,366,131	07/01/2020	61	1.532	5,404,919	313384YV5A	26932	5,392,260
Federal Home Loan Ba	USBT	1,152,000	1.540	01/28/2020	1,144,362	07/01/2020	61	1.571	1,151,770	313384YV5A	26933	1,148,994

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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	1,144,000	0.069	04/28/2020	1,143,858	07/01/2020	61	0.070	1,143,771	313384YV5A	26991	1,143,864
Fund Total and Average		\$ 9,991,000	1.024		\$ 9,942,718		61	1.045	\$ 9,989,094			\$ 9,973,668

Hydro 2019A Debt Service

Federal Home Loan Ba	USBT	1,612,000	0.120	04/07/2020	1,611,554	06/29/2020	59	0.121	1,611,742	313384YTOA	26970	1,611,683
Federal Home Loan Ba	USBT	3,945,000	1.500	01/06/2020	3,915,906	07/01/2020	61	1.532	3,944,211	313384YV5A	26934	3,934,973
Federal Home Loan Ba	USBT	811,000	1.540	01/28/2020	805,623	07/01/2020	61	1.571	810,838	313384YV5A	26935	808,884
Federal Home Loan Ba	USBT	806,000	0.069	04/28/2020	805,900	07/01/2020	61	0.070	805,839	313384YV5A	26982	805,904
Fund Total and Average		\$ 7,174,000	1.033		\$ 7,138,983		61	1.055	\$ 7,172,630			\$ 7,161,444

Hydro 2012A Rebate Account

Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	465	1.790	689,138	3134G93A3	26432	689,711
Fund Total and Average		\$ 689,000	1.875		\$ 691,391		465	1.790	\$ 689,138			\$ 689,711

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	01/31/2020	1,499,682	01/28/2021	272	1.424	1,519,312	912796UC1	26942	1,505,026
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		272	1.424	\$ 1,519,312			\$ 1,505,026

Hydro 2012 DSRA

Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	95	1.680	100,493	3133EE529	26244	100,017
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,992	02/15/2021	290	2.251	148,441	9128283X6	26539	145,998
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	622	2.380	4,067,326	3137EADB2	25852	3,927,697
Federal Farm Credit	USB	150,000	1.850	09/03/2019	150,000	03/03/2022	671	1.850	150,557	3133EKH66	26875	150,000
Fund Total and Average		\$ 4,324,000	2.338		\$ 4,322,553		600	2.341	\$ 4,466,817			\$ 4,323,712
GRAND TOTALS:		\$ 52,570,316	1.452		\$ 52,347,409		284	1.465	\$ 52,961,315.			\$ 52,478,446

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Investment #26701 FHLB Callable until 10/19/2020
Investment #26875 FFCB Callable on and anytime after 09/03/2020
Investment #26911 FHLMC Callable quarterly
Investment# 26948 FFCB Callable anytime starting 5/5/2020
Investment# 26949 FFCB Callable anytime starting 5/5/2020
Investment# 26950 WMT Callable anytime starting 10/15/2024

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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	798	0.600	01/24/2020	798		1	0.600	798	SYS79017	79017	798
Federal National Mtg	USBT	226,000	0.080	04/07/2020	225,946	07/24/2020	84	0.081	225,937	313568ZU2	26971	225,958
Federal Home Loan Ba	USBT	113,000	0.100	04/28/2020	112,970	07/31/2020	91	0.101	112,966	313384A33A	26993	112,971
Federal Home Loan Ba	USBT	227,000	1.530	01/28/2020	225,186	08/03/2020	94	1.563	226,930	313384A66A	26946	226,093
Fund Total and Average		\$ 566,798	0.664		\$ 564,900		89	0.678	\$ 566,631			\$ 566,820
GRAND TOTALS:		\$ 566,798	0.664		\$ 564,900		89	0.678	\$ 566,631.			\$ 566,820

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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		106,322	2.020	07/01/2013	106,322		1	2.020	106,322	SYS70046	70046	106,322
Fund Total and Average		\$ 106,322	2.020		\$ 106,322		1	2.020	\$ 106,322			\$ 106,322

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	121	0.600	07/01/2013	121		1	0.600	121	SYS79003	79003	121
U.S. Treasury	USBT	567,000	0.060	04/28/2020	566,972	05/28/2020	27	0.060	566,977	912796TW9	26994	566,974
Federal Home Loan Ba	USBT	1,132,000	0.095	04/07/2020	1,131,845	05/29/2020	28	0.096	1,131,921	313384XL8	26972	1,131,916
Federal Home Loan Ba	USBT	3,621,000	1.550	12/30/2019	3,596,991	06/01/2020	31	1.582	3,620,674	313384XP9 A	26918	3,616,167
Federal Home Loan Ba	USBT	570,000	1.550	01/28/2020	566,932	06/01/2020	31	1.580	569,949	313384XP9A	26936	569,239
Fund Total and Average		\$ 5,890,121	1.127		\$ 5,862,861		30	1.149	\$ 5,889,642			\$ 5,884,417

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	287	0.600	07/01/2013	287		1	0.600	287	SYS79004	79004	287
U.S. Treasury	USBT	733,000	0.060	04/28/2020	732,963	05/28/2020	27	0.060	732,971	912796TW9	26995	732,967
Federal Home Loan Ba	USBT	1,467,000	0.094	04/07/2020	1,466,799	05/29/2020	28	0.096	1,466,897	313384XL8	26973	1,466,892
Federal Home Loan Ba	USBT	743,000	1.549	12/30/2019	736,074	06/01/2020	31	1.582	742,933	313384XP9 A	26919	742,008
Federal Home Loan Ba	USBT	737,000	1.549	01/28/2020	733,034	06/01/2020	31	1.580	736,934	313384XP9A	26937	736,016
Fund Total and Average		\$ 3,680,287	0.673		\$ 3,671,157		29	0.686	\$ 3,680,022			\$ 3,678,170

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	594	0.600	07/01/2013	594		1	0.600	594	SYS79012	79012	594
U.S. Treasury	USBT	781,000	0.060	04/28/2020	780,961	05/28/2020	27	0.060	780,969	912796TW9	26996	780,965
Federal Home Loan Ba	USBT	1,561,000	0.084	04/07/2020	1,560,786	05/29/2020	28	0.096	1,560,891	313384XL8	26974	1,560,885
Federal Home Loan Ba	USBT	3,036,000	1.550	12/30/2019	3,015,870	06/01/2020	31	1.582	3,035,727	313384XP9 A	26920	3,031,948
Federal Home Loan Ba	USBT	786,000	1.550	01/28/2020	781,770	06/01/2020	31	1.580	785,929	313384XP9A	26938	784,951
Fund Total and Average		\$ 6,164,594	0.992		\$ 6,139,981		30	1.012	\$ 6,164,110			\$ 6,159,343

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	101,000	0.060	04/28/2020	100,995	05/28/2020	27	0.060	100,996	912796TW9	26997	100,995
Federal Home Loan Ba	USBT	202,000	0.095	04/07/2020	201,972	05/29/2020	28	0.096	201,966	313384XL8	26975	201,985
Federal Home Loan Ba	USBT	586,000	1.550	12/30/2019	582,114	06/01/2020	31	1.582	585,947	313384XP9 A	26921	585,218
Federal Home Loan Ba	USBT	101,000	1.550	01/28/2020	100,456	06/01/2020	31	1.580	100,991	313384XP9A	26939	100,865
Fund Total and Average		\$ 990,000	1.101		\$ 985,637		30	1.123	\$ 985,920			\$ 989,063



Northern California Power Agency
Treasurer's Report
04/30/2020

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 Issue #1 2010 DSR Fund												
US Bank Trust	USB	943	0.600	07/01/2013	943		1	0.600	943	SYS79005	79005	943
U.S. Treasury	USBT	4,383,000	0.060	04/28/2020	4,382,781	05/28/2020	27	0.060	4,382,825	912796TW9	26998	4,382,803
Federal Home Loan Ba	USBT	420,000	1.500	01/28/2020	413,823	01/15/2021	259	1.537	419,546	313385AQ9A	26943	415,468
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	468	1.699	151,680	3137EAE09	26454	148,937
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	08/10/2022	770	1.760	4,262,237	313379Q69	26463	4,130,107
Fund Total and Average		\$ 9,053,943	1.083		\$ 9,112,501		383	0.928	\$ 9,217,231			\$ 9,078,258

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	37,238	0.600	07/01/2013	37,238		1	0.600	37,238	SYS79006	79006	37,238
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	42	1.540	2,152,014	313370E38	26455	2,149,367
Federal Home Loan Ba	UBOC	150,000	1.920	07/25/2019	147,080	07/24/2020	84	1.980	149,958	313384ZU6	26845	149,328
Fund Total and Average		\$ 2,332,238	3.238		\$ 2,439,464		44	1.553	\$ 2,339,210			\$ 2,335,933

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,010	0.600	07/01/2013	1,010		1	0.600	1,010	SYS79013	79013	1,010
U.S. Treasury	USBT	755,000	1.453	01/31/2020	749,484	07/30/2020	90	1.484	754,819	912796WY1	26944	752,257
Federal Home Loan Mt	USBT	380,000	1.650	01/31/2020	380,190	07/28/2023	1,183	1.635	382,785	3134GU6D7	26945	380,176
Fund Total and Average		\$ 1,136,010	1.518		\$ 1,130,684		457	1.534	\$ 1,138,614			\$ 1,133,443

LEC O & M Reserve

Local Agency Investm	UBOC	1,537,656	2.020	07/01/2013	1,537,656		1	2.020	1,537,656	SYS70047	70047	1,537,656
Union Bank of Calif	UBOC	729,636	0.002	07/18/2013	729,636		1	0.002	729,636	SYS70041	70041	729,636
Federal Home Loan Ba	UBOC	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	35	1.550	3,619,013	3130ABJQ0	26440	3,614,966
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	60	1.300	3,004,200	3136G3UJ2	26341	3,000,000
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	04/15/2021	349	1.590	505,425	3133EKY83	26892	499,576
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,995	10/07/2021	524	1.555	498,559	89236TGJ8	26953	496,704
Memphis Center City	UBOC	500,000	5.530	04/27/2020	533,880	11/01/2021	549	1.000	532,160	58607ECD4	26986	533,631
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	752	2.456	612,600	90331HPC1	26822	597,277
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	498,569	12/01/2024	1,875	1.776	505,325	14912L6G1	26952	494,970
Fund Total and Average		\$ 11,437,292	1.770		\$ 11,506,313		201	1.483	\$ 11,544,574			\$ 11,504,416

GRAND TOTALS:	\$	40,790,807	1.370	\$	40,954,820	169	1.167	\$	41,069,645.	\$	40,869,365
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*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 04/30/2020

Investment #26822 USB Callable on and anytime after 4/22/2022

Investment #26945 FHLMC Callable on 1/28/2021 only



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Commission Staff Report

Date: May 19, 2020

COMMISSION MEETING DATE: May 28, 2020

SUBJECT: Securitas Security Services USA, Inc. – Five Year Multi-Task General Services Agreement for Security Related 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. Ledesma</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/>		
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RECOMMENDATION:

Approve Resolution 20-40 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Securitas Security Services USA, Inc. for security 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, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Security 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 Securitas Security Services USA, Inc., which is running low on funds and 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 a pending agreement in place for similar services with Borgens and Borgens, Inc. dba Delta Protective Services.

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:

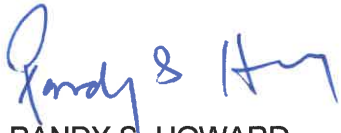
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on May 6, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on May 11, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Securitas Security Services USA, Inc.

RESOLUTION 20-40

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH SECURITAS
SECURITY SERVICES USA, INC.**

(reference Staff Report #155:20)

WHEREAS, security 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), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Securitas Security Services USA, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Securitas Security Services USA, Inc. to provide such services as needed at all NCPA facilities, NCPA Members, SCPPA, and SCPPA Member 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 Securitas Security Services USA, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for security related services, 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 _____, 2020 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
SECURITAS SECURITY SERVICES USA, 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 Securitas Security Services USA, Inc., a corporation, with its office located at 10 River Park Place East #220, Fresno, CA 93720 ("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 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 ONE MILLION** dollars (\$1,000,000.00) 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.
- 2.6 Rate Increase.** Contractor's rates shall not change for the first year of this agreement. In addition, Contractor's rates shall not change for the first twelve (12) months of any Purchase Order that is longer than a year. Contractor's rates may not change for any purchase order shorter than a year. Outside of these situations Contractor may raise its rates no more than once a year by an amount no greater than four (4) percent on sixty (60) days' written notice to account for an increase in costs, and Agency, may reject such increase in rates and cancel any outstanding Purchase Orders and Contractor may elect to terminate this Agreement or any Purchase Order. If the Purchase Order is the result of a competitive solicitation, Contractor must include the rate escalation in Contractor's bid in order to adjust rates during the term of the Purchase Order resulting from a competitive bid.

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.

- 3.1 Contractor Equipment.** Any equipment/software approved by Agency and provided by Contractor, in connection with Contractor's services is for Contractor's use and will always be Contractor property. Contractor is not selling or leasing any of the equipment/software to Agency, and Contractor will remove its equipment/software upon termination of this Agreement. Contractor will remove all information regarding Agency from its equipment or software storage systems upon the completion of any Purchase Order. Contractor SHALL NOT connect Contractor equipment/software with Agency equipment under any circumstances.

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. 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. 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. Additional insureds will only be covered by Contractor's insurance for liability assumed by Contractor in 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 (controlling such defense), 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 reasonable costs and fees of litigation), judgments and causes of action of every nature (collectively, "Loss"), to the extent the Loss is caused by or arises out of any (a) negligent or wrongful acts (or negligent or wrongful omissions) by Contractor, its officers, officials, agents, and employees, (b) recklessness or fraudulent acts by Contractor, its officers, officials agents and employees, (c) violation of law by Contractor, its officers, officials, agents and employees, or (d) other fault (including, but not limited to, breach of contract) by Contractor, its officers, officials, agents and employees. 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. Notwithstanding anything to the contrary, in no event will Contractor's liability exceed \$3,000,000. Further, Contractor will not be liable for any (a) consequential damages (e.g., loss of profits), (b) damages arising from any force majeure events (e.g., acts of God or war, mobilization or military call of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, high-jacking or an act of terrorism, shortage of transport, general shortage of materials or personnel, industrial disputes, etc.), (c) injuries or deaths arising from any hazardous or dangerous conditions of the premises where Contractor's services are performed for which Agency is responsible.

5.3 Transfer of Title. Not Applicable.

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.** Not Applicable.
- 7.5 Registration with DIR.** Not Applicable.
- 7.6 Prevailing Wage Rates.** Not Applicable.

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. Contractor may terminate this Agreement at any time and without cause upon sixty (60) days' prior written notice to Agency. Contractor may not terminate this Agreement if any Purchase Order is outstanding 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 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:

Securitas Security Services USA, Inc.
Attention: Kelly Davis
10 River Park Place East #220
Fresno, CA 93720

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.

13.16 US SAFETY Act. Notwithstanding anything to the contrary, in connection with the US SAFETY Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their contractors and subcontractors.

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

NORTHERN CALIFORNIA POWER AGENCY

SECURITAS SECURITY SERVICES
USA, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

KELLY DAVIS,
Area Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Securitas Security Services USA, Inc. ("Contractor") shall provide security services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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:

San Joaquin County Standard Rates: \$ 25.75/Hour (Regular) / \$38.62/Hour (OT/Holiday)

Pricing for services to be performed outside San Joaquin County will be quoted at the time services are requested. Also, pricing for new services to be performed after April 30, 2021, 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

Securitas Security Services USA, 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.

NOT APPLICABLE

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.

NOT APPLICABLE

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: May 19, 2020

COMMISSION MEETING DATE: May 28, 2020

SUBJECT: Energy Project Solutions, LLC – Five Year Multi-Task General Services Agreement for CT1 Alameda Pipeline Operation and General Maintenance 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>JL</i> Assistant General Manager	METHOD OF SELECTION: <i>Competitive Pricing Process</i>
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"/>

If other, please specify

RECOMMENDATION:

Approve Resolution 20-41 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Energy Project Solutions, LLC for CT1 Alameda pipeline operations and general maintenance 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.

BACKGROUND:

Pipeline operations and maintenance services 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 Energy Project Solutions, LLC, which is expiring. NCPA requested competitive bids specifically for the CT1 Alameda pipeline services required. Energy Project Solutions, LLC was one of the prospective bidders. 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 Energy Project Solutions, LLC so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified and proven vendors for these types of services. NCPA does not currently have any agreements in place with similar vendors as the vendor pool for these types of services is very limited.

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:

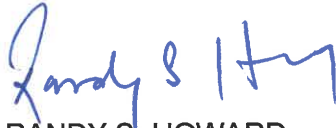
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on May 6, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on May 11, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Energy Project Solutions, LLC

RESOLUTION 20-41

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH ENERGY
PROJECT SOLUTIONS, LLC**

(reference Staff Report #156:20)

WHEREAS, pipeline operations and maintenance 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, Energy Project Solutions, LLC is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Energy Project Solutions, LLC to provide such services as needed at all NCPA facilities, NCPA Members, SCPPA, and SCPPA Member 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 Energy Project Solutions, LLC, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for pipeline operations and maintenance services, 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 _____, 2020 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ENERGY PROJECT SOLUTIONS, LLC**

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 Energy Project Solutions, LLC, a limited liability company, with its office located at 841 Mohawk Street, Suite 120, Bakersfield, CA 93309 ("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 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 ONE MILLION** dollars (\$1,000,000.00) 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. 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.
- 5.3 Transfer of Title.** Not Applicable.

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 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:

Energy Project Solutions, LLC
Attention: Michael Finch
P.O. Box 20846
Bakersfield, CA 93390

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.

SIGNATURES ON THE FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

ENERGY PROJECT SOLUTIONS, LLC

Date_____

Date_____

RANDY S. HOWARD,
General Manager

MICHAEL FINCH,
Chief Operating Officer

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Energy Project Solutions, LLC ("Contractor") shall provide the following Pipeline Maintenance Program services as requested by the Northern California Power Agency ("Agency") at any Facilities owned 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:

- Operations and maintenance field activities
- Operations and maintenance compliance activities
- Demonstration of operator qualification (OQ) compliance
- Integrity management program field activities
- Integrity management compliance
- Integrity management action items

Specific CT1 Alameda services to include, but not be limited to the following:

Identified Tasks, Frequency, & Task Assignments							
Task Description:	Frequency	Not to Exceed (mths)	Category	Agency	Primary Reference	Resource	Comment
Reporting							
Pipeline Audit	AR	NA	O&M	PHMSA	49 CFR 192	EPS	EPS would provide onsite lead for any PHMSA audits or regulatory responses.
Annual report to PHMSA	March 15/ year	NA	O&M	PHMSA	49 CFR 191.17	EPS	
Incident reporting & investigation	AR	NA	O&M	PHMSA	49 CFR 191.5 & 15	EPS	
Safety Related Condition Reporting	AR	NA	O&M	PHMSA	49 CFR 191.23 & 25	EPS	
Investigation of failures	AR	NA	O&M	PHMSA	49 CFR 617	EPS	
OMB control number assigned to collect information	AR	NA	O&M	PHMSA	49 CFR 191.21	EPS	
National Registry of Operators and Notifications	AR	NA	O&M	PHMSA	49 CFR 191.22	EPS	
Annual NPMS review and update	March 15/ year	NA	O&M	PHMSA	49 CFR 191.29	EPS	
GIS Mapping and Analysis	AR	NA	NA	NA	NA	EPS	
Corrosion Control							
External corrosion control cathodic protection (CP) system survey	1x/calendar year	15	O&M	PHMSA	49 CFR 192.465(a)	FJ Tech	
External corrosion CP remote monitoring	Ongoing	NA	O&M	PHMSA	49 CFR 192.465(a)	DBTS	Remote CP monitoring was added several years ago using Omnimatrix.
External corrosion control rectifier inspection or critical bonds	6x/calendar year	2 1/2	O&M	PHMSA	49 CFR 192.465(b)&(c)	DBTS	
Internal corrosion corrosive gas investigation - obtain sample	1x/calendar year	NA	O&M	PHMSA	49 CFR 192.477	DBTS	The NPCA pipeline has a long history of product analysis demonstrating that the gas is non-corrosive. No treatment of gas or coupons

							are expected for this pipeline.
Internal corrosion corrosive gas investigation - engineering review	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.477	EPS	
Atmospheric corrosion inspection - onshore	1x/3 calendar year	39	O&M	PHMS A	49 CFR 192.481	DBTS	
Verification of corrosion tasks by qualified person	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.453	EPS	
Emergency Response							
Annual review of emergency plan	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the ERP for NCPA
Emergency drill or training including verification of effectiveness of training	1x/calendar year	15	O&M	PHMS A	49 CFR 192.615(b)(2)	EPS	
Liaison with appropriate emergency responders	1x/calendar year	15	O&M	PHMS A	49 CFR 192.614 & 615(c)	DBTS	
Emergency activity review after an emergency event	AR	NA	O&M	PHMS A	49 CFR 192.615(b)	EPS	
Hazwoper Refresher	1x/calendar year	NA	O&M	OSHA	29 CFR 1910.120	EPS	
Damage Prevention							
Membership in a One Call	Ongoing	NA	O&M	PHMS A	49 CFR 192.614	EPS	
One Call for excavation activities	AR	NA	O&M	PHMS A	49 CFR 192.614(c)(3)	DBTS	DBTS receives one calls through USA North. Each call is documented as no conflict or marking and locating required. If the dig requires onsite monitoring then this item is billed at based on time and materials.

Damage prevention update list of excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.614(c)(1)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Damage Prevention - Public Awareness							
Public awareness mailers to emergency officials	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to public officials	1x/3 calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA). As a program enhancement this is being completed annually.
Public awareness mailer to "One-Call" centers	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to residents, businesses along ROW	1x/2 calendar year	NA	O&M	PHMS A	49 CFR 192.616(e)	EPS	EPS coordinates with the Paradigm. Starting in 2020 this has been increased to annually.
Public awareness program annual self assessment (Procedures and Team Charter)	1x/calendar year	18	O&M	PHMS A	49 CFR 192.616(i)	EPS	This is an annual review of the Public Awareness Program.
Public awareness 4yr review & survey of mailer effectiveness	1x/4 calendar year	NA	O&M	PHMS A	49 CFR 192.616(i)	EPS	EPS coordinates this with PAPA and Paradigm. In addition, EPS

							completes the evaluation and provide program enhancements.
O&M Activities							
Conversion of service report	AR	NA	O&M	PHMS A	49 CFR 192.14	EPS	
Abandonment Report	AR	NA	O&M	PHMS A	49 CFR 192.727	EPS	
Pressure Testing Report	AR	NA	O&M	PHMS A	49 CFR 192.501-517	EPS	
Annual review of O&M procedures	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the O&M for NCPA
Annual review of pipeline specific O&M (PSOM)	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the PSOM for NCPA, this manual provides the details of the pipeline and the startup and shutdown procedures. This is part of the O&M.
Annual review work performed by operator	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(b)(8)	EPS	
Change in class location required study	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.609	EPS	
Change in class location, confirmation or revision of MAOP	AR	NA	O&M	PHMS A	49 CFR 192.611	EPS	
Continuing surveillance review	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.613	EPS	
Critical crossing (highways, railroads) inspection - Class 3	4x/calend ar year	4 1/2	O&M	PHMS A	49 CFR 192.705	DBTS	
Patrol of ROWs - Class 3	2x/calend ar year	7 1/2	O&M	PHMS A	49 CFR 192.705	DBTS	
Leak survey - Class 3	2x/calend ar year	7 1/2	O&M	PHMS A	49 CFR 192.706(a)	DBTS	
Pressure limiting device inspection (PSV)	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.739	DBTS	
Pressure limiting device inspection (ESD)	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.739	DBTS	
Pressure limiting gas pipeline capacity review (PSV)	AR	NA	O&M	PHMS A	49 CFR 192.743	EPS	
Valve maintenance	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.745	DBTS	

Update maps & drawings	1x/calend ar year	NA	O&M	PHMS A	49 CFR 192.605(b)(3)	EPS	
Update corrosion maps and records	1x/calend ar year	NA	O&M	PHMS A	49 CFR 192.491(a)	EPS	
Inspect and maintain pipeline markers	1x/calend ar year	15	O&M	PHMS A	192.707	DBTS	
Review response of operator to abnormal operations	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(c)(4)	EPS	
Exposed pipe report (external & internal)	AR	NA	O&M	PHMS A	49 CFR 192.475 & 459	DBTS	
Upgrading	AR	NA	O&M	PHMS A	49 CFR 192.553	EPS	
Prevention of Accidental Ignition	AR	NA	O&M	PHMS A	49 CFR 192.751	EPS	
Drug and Alcohol							
PHMSA annual drug report (DAMIS)	March 15/ year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Company (Contractor) Drug Plan & Procedures	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Company (Contractor) Records of Random Drug Testing	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Sub-Contractor Drug Plan & Procedures	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Sub-Contractor Records of Random Drug Testing	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Post-Accident Drug Testing Records	AR	NA	D&A	PHMS A	49 CFR 199	EPS	
Items Requiring Additional Costs - T&M							
Pipeline modification and/ or repairs	AR	NA	O&M	PHMS A	49 CFR Subpart B, Subpart C, Subpart D, Subpart E, Subpart G, Subpart I, Subpart L and Subpart M	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure the modifications and/or repairs are done according to pertinent PHMSA regulations as outlined in the reference. Actual repairs, parts, and engineering would be billed out as T&M.

Pressure Test Pipeline	Based on Assessment Interval	NA	IMP	PHMS A	49 CFR Subpart J	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure pressure tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of the pressure test would be billed out as T&M.
Supplemental Assessment (CIS, DCVG, etc.)	Note	NA	IMP	PHMS A	49 CFR 192.465(b)	EPS/ FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Direct Assessment (ECDA, etc.)	Note	NA	IMP	PHMS A	49 CFR 192.490	EPS/FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Operator Qualifications							
OQ - Annual review of procedures	1x/calendar year	15	OQ	PHMS A	49 CFR 192.805	EPS	EPS currently provides the OQ Manual for NCPA.

OQ - Monitoring Individuals between Re-evaluation Intervals	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
OQ - Program review and/or audit	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
Operate Pipeline on Daily Basis Using Only Qualified Personnel	Ongoing	NA	OQ	PHMS A	49 CFR 192.805	EPS	This includes training and/ or qualifying company employees as needed to maintain qualifications.
OQ - Contractor status verification	1x/calend ar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
OQ - Verify company personnel OQ records are current for work performed	1x/calend ar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
Integrity Management							
IMP procedures annual review	1x/calend ar year	18	IMP	PHMS A	49 CFR 192.901	EPS	EPS currently provides the IMP for NCPA.
IMP annual review and team charter: Element #1: ID of HCAs Element #2: ID of threats, Data Integration, and Risk Analysis Element #3: Baseline Assessment Element #4: Direct Assessment Element #5: Remediation Work Element #6: Continual Evaluation and Assessment Element #7: Confirmatory Direct Assessment Element #8: Preventive and Mitigative Element #9: Record Keeping Element #10: Management of	1x/calend ar year	18	IMP	PHMS A	49 CFR 192.901 to 192.951	EPS	This is an annual review of each of the IMP program elements.

Change Element #11: Quality Assurance Element #12: Communication Plan Element #13: Agency Notification Element #14: Environment and Safety							
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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:

CT1 Alameda Pipeline Maintenance Program specific Cost: \$7,900.00 / Month

Pricing for services to be performed at other NCPA Facilities, NCPA Member or SCPPA 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

Energy Project Solutions, LLC

(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.

NOT APPLICABLE

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.

NOT APPLICABLE

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: May 19, 2020

COMMISSION MEETING DATE: May 28, 2020

SUBJECT: Sulzer Turbo Services Houston, Inc. – Second Amendment to the Five Year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies; 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 	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 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/>		
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RECOMMENDATION:

Approve Resolution 20-42 granting authority to the General Manager to execute the Second Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc., to extend the term of the Agreement by three months, to August 12, 2020, in accordance with NCPA Purchasing Policies and Procedures and consistent with Local Emergency concerning the COVID-19 Virus Proclamation Resolution 20-30.

BACKGROUND:

Inspection and maintenance related services and purchase of spare parts are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members.

NCPA entered into a five year Multi Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc. effective May 12, 2015 for an amount not to exceed \$1,500,000. A first amendment was executed on August 30, 2017 to allow for NCPA members, SCPPA and SCPPA Members to utilize the agreement.

The CT1 Alameda Unit 2 has been in a planned outage since the beginning of March. During the outage, it was determined that a “modified minor” Hot Gas Path (HGP) should be performed. The HGP scope of work was sent to four bidders and Sulzer was determined to be the best overall value to NCPA to complete the job. NCPA’s current agreement with Sulzer expires on May 12, 2020, and the HGP work will go beyond this date. This second amendment will extend the expiration date of the agreement by three months to August 12, 2020. This agreement is still available for use at any facility owned and/or operated by the Agency, NCPA Members, SCPPA, or SCPPA Members.

This facility is essential in providing electric power to the electric grid in the communities serviced by the Member-Owners during this pandemic and through the summer, in support of grid reliability. This work will allow the unit to continue operating as a result of this work.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$1,500,000 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 has an enabling agreement in place for similar services with Allied Power Group, LLC. 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:

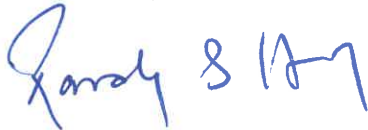
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was presented for review and recommended for Commission approval at the April 30, 2020 Special Facilities Committee meeting.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on May 11, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (4):

- Resolution
- Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc.
- First Amendment to Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc.
- Second Amendment to Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc.

RESOLUTION 20-42

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A SECOND AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT AND
AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES WITH SULZER
TURBO SERVICES HOUSTON, INC.

(reference Staff Report #157:20)

WHEREAS, inspections and maintenance services and spare parts 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), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Sulzer Turbo Services Houston, Inc. is a provider of these services; and

WHEREAS, NCPA and Sulzer Turbo Services Houston, Inc. entered into a five year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies effective May 12, 2015; and

WHEREAS, NCPA and Sulzer Turbo Services Houston, Inc. executed a First Amendment on August 30, 2017 to allow for NCPA members, SCPPA and SCPPA members to utilize the agreement; and

WHEREAS, NCPA seeks to extend the term of the agreement by three months, to August 12, 2020; and

WHEREAS, the General Manager has executed a Second Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies, extending the term of the agreement to August 12, 2020, under Emergency Authority granted by the NCPA Commission under the COVID-19 Virus Proclamation Resolution 20-30 approved in the March 26, 2020 Commission Meeting; 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 concurs the General Manager's approval of the Second Amendment to the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Sulzer Turbo Services Houston, Inc. consistent with Local Emergency concerning COVID-19 Virus Proclamation Resolution 20-30, to extend the term of the Agreement by three months, to August 12, 2020.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT AND AGREEMENT FOR PURCHASE OF EQUIPMENT,
MATERIALS AND SUPPLIES BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
SULZER TURBO SERVICES HOUSTON, INC.**

This agreement for general services and purchase of equipment, materials, and supplies ("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 Sulzer Turbo Services Houston, Inc., a Delaware corporation with its office located at 11518 Old La Porte Road, La Porte, TX 77571 ("Contractor"), (together sometimes referred to as the "Parties") as of 5/12/2014 ("Effective Date") in Roseville, California.

2015 AT

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 (both services and goods collectively referred to as "Work" herein). Contractor shall deliver the Goods, as further specified in Exhibit B to this Agreement, and title for Goods shall not pass until the Agency accepts delivery at Agency's Project Site and has paid for the Goods.

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end five (5) years from the date this Agreement was signed by Agency.
- 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 **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.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND dollars (\$1,500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule,

Multi-Task General Services Agreement between
Northern California Power Agency and Sulzer Turbo Services Houston, Inc.

6/25/12
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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 Work other than that done on a fixed-price/lump sum basis agreed to by the Parties, 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;
- At Agency's option for Work other than that done on a fixed-price/lump sum basis agreed to by the Parties, 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

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. Agency shall provide Contractor with any applicable tax-exemption information for the Work.

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 \$1,000,000 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 of no more than \$100,000. Contractor agrees that it shall not allow endorsements or other modifications which will materially and adversely affect or eliminate the coverage required herein.

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 \$1,000,000 per each accident, with a self-insured retention 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. [Intentionally omitted.]

4.4 All Policies Requirements.

4.4.1 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, adding the Agency's status as an additional insured, which status as an additional insured shall be limited to the extent, and only to the extent, of Contractor's indemnity obligations under this Agreement, 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. 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 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. 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. The indemnification and hold harmless clause in this Section 5 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 (for purposes of this section, "Claims"), to the extent Claims arise out of or in connection with the negligence, recklessness or willful misconduct of Contractor, its officers, officials, agents, and employees.

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.

- 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.

Section 7. LEGAL REQUIREMENTS.

- 7.1** **Governing Law.** The laws of the State of California, excluding its conflict of laws provisions, shall govern this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is specifically rejected.
- 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** **Work Requiring Payment of Prevailing Wages.** If applicable, 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 these services are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the services under this Agreement.

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 identified as deliverable pursuant to Section 9.1 of this Agreement.

- 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 Contractor shall survive the termination of this Agreement.
- 8.4 **Options upon Breach by Contractor.** In case of breach by Contractor, Agency shall be entitled to cancel the Purchase Order, but only if (1) Contractor's breach is of material nature, (2) Agency has given 10 days prior written notice (or such longer time as may be determined by Agency) to Contractor of such breach and (3) Contractor does not cure, or substantially commence and diligently pursue cure of, the breach to Agency's reasonable satisfaction within that period, or such longer period as Agency may determine. If part of the goods or supplies delivered by Contractor to Agency can and will be used by Agency, Contractor shall be entitled to be paid for that part a fair and equitable price, as agreed upon by the Parties. Parts of the Work which will not be bought by Agency shall be returned to Contractor at Contractor's costs, and Contractor shall reimburse the Purchase Order price that was received for such parts. .

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 (after complying with the notice and cure procedures described above) include:

- 8.4.1 Immediately terminate the Agreement;
- 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product expressly specified as deliverable and prepared by Contractor pursuant to this Agreement; and/or
- 8.4.3 Retain a different Contractor to complete the Work not finished by Contractor.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** Subject to any rights, title or interests expressly granted by this Agreement, no party shall acquire any right, title, or interest in or to any intellectual property (including, without limitation, patents, copyright and trade secrets) of any other party. In addition, nothing herein shall be construed to mean that Contractor's patterns, tools, equipment, shop drawings, or any other item not specified as deliverable shall be or become the property of Agency or that Contractor shall be required to deliver such items unless expressly identified as a deliverable. All discoveries, inventions, developments, improvements and techniques pertaining to Contractor's products or services (whether or not capable of patent or like protection) which Contractor or employees, agents, or subcontractors of Contractor may conceive or make alone or with others and which may directly or indirectly result from or in the performance

of the work by Contractor, shall be the sole and absolute property of Contractor. Contractor will document all Work performed for Agency to the extent reasonably possible and as otherwise required by the Agreement. Notwithstanding the preceding, Contractor grants to Agency a perpetual, royalty-free, non-exclusive license to use and reproduce such discoveries, inventions, developments, improvements, and techniques to the extent necessary for the operation, maintenance, and repair of the Work delivered pursuant to this Agreement.

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 (1) Contractor prepares pursuant to this Agreement, (2) are expressly identified as deliverable, and (3) that relate to the matters covered hereunder, shall be the property of the Agency. Contractor hereby agrees to deliver those deliverable documents to the Agency upon termination of the Agreement.

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 to 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 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, Contractors, 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. Conclusion of Agreement: Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, 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, Contractors, 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 Agency's operations and the operations of 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. Agency shall (1) immediately notify Contractor of any contamination that may exist in any part of its facility or on the equipment where Work may or is being performed where such contamination may be due to any hazardous material, including but not limited to, asbestos containing parts, insulation or gaskets or nuclear radiation and (2) be obligated, at its own expense, to decontaminate its facility or parts of the equipment to be repaired or replaced hereunder, which may be contaminated due to any hazardous material, so that such hazardous material shall be reduced or eliminated to a level in which the facility is safe to occupy and/or such parts may be handled and/or shipped in a safe manner and in accordance with all applicable laws and regulations and industry accepted standards without special licensing from any government regulatory authority. Notwithstanding anything contained in this Agreement to the contrary, until the decontamination or radioactive environment has been reduced to a safe, legal and industry accepted standard for occupancy by Contractor's personnel without the need for special protective clothing, Contractor shall be under no obligation to remove, disassemble, repair, reassemble or reinstall or provide any other service to such equipment.

- 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. Agency may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. 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 Agency owned equipment and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** Contractor warrants that all Work shall be free from defects in design (if the design is by Contractor) 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.** The warranty period shall be twelve (12) months, which starts upon completion of the Work. Contractor shall be responsible for uncovering, gaining access to, removing and replacing any portion of the Work necessitated by the warranty set forth herein, provided that if after such uncovering and gaining access, it is found that Contractor's Work is not responsible for the event or events that caused the need for repairs, Agency and Contractor shall work together in good faith to reimburse or to credit Contractor for its reasonable, actual and direct costs for the uncovering and gaining access.

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 reasonable written notice from Agency, replace or repair the same to Agency's reasonable satisfaction.

For that parts of the Work that have been replaced or repaired under the warranty, the warranty period will commence again and be for a period not to exceed six (6) months after replacement or completion of the repair or replacement, in any case no longer than for a period of twelve (12) months calculated from the end of the warranty period referred to above.

The warranty contained in this section will terminate immediately if Agency or a third party undertakes inappropriate or improper modification or repairs or if Agency, in case of a defect, does not take timely and appropriate steps to mitigate damages and notify Contractor in writing of its obligations to remedy such defect.

Excluded from Contractor's warranty are deficiencies caused by design of the equipment (unless Contractor provided the design), normal wear and tear, improper maintenance, Agency's failure to observe the written operating instructions. Contractor explicitly excludes any warranty for erosion or corrosion. Correction of nonconformities in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of Contractor to Agency, whether based on contract, negligence or otherwise, with respect to goods delivered and/or services performed.

CONTRACTOR MAKES NO OTHER WARRANTY OR REPRESENTATION WITH REGARD TO THE WORK OTHER THAN AS SPECIFIED IN THIS SECTION. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

- 11.3 **Assignment of Warranties.** To the fullest extent possible, 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. 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 Agency site programs.

- 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 to 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 Ken Speer, 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:

Sulzer Turbo Services Houston, Inc.
Attention: Tony Dunkle
11518 Old La Porte Road
La Porte, TX 77571

With a copy to:

Sulzer Turbo Services Houston, Inc.
Attention: Legal Counsel
11518 Old La Porte Road
La Porte, TX 77571

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:

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

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 Exhibits A, B, and C, 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 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, and Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's Proposal, the Exhibits 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.

13.16 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, INCLUDING ALL DOCUMENTS MAKING PART THEREOF AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF PROFIT OR REVENUE, LOSS OF USE, INTERRUPTION OF PRODUCTION, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER, ANY AND ALL COSTS RELATING TO DELAY, OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR CLAIMS BY AGENCY'S CUSTOMERS FOR SUCH DAMAGES, IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER BASIS OF LEGAL LIABILITY.

THE AGGREGATE TOTAL LIABILITY OF EITHER PARTY WITH RESPECT TO CLAIMS ARISING OUT OF OR RELATING, IN ANY MANNER, TO THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF THE WORK, WHETHER BASED ON CONTRACT, WARRANTY, GUARANTEE, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) (FOR PURPOSES OF THIS PARAGRAPH, "CLAIMS"), SHALL NOT EXCEED TWO MILLION DOLLARS (\$2,000,000) PER CALENDAR YEAR; PROVIDED, HOWEVER, THAT WHERE A CLAIM ARISES FROM A PARTICULAR PURCHASE ORDER THAT IS IN AN AMOUNT GREATER THAN TWO MILLION DOLLARS (\$2,000,000), THE TOTAL LIABILITY OF EITHER PARTY UNDER THAT PARTICULAR PURCHASE ORDER SHALL NOT EXCEED TWO MILLION DOLLARS (\$2,000,000) OR THE AMOUNTS PAID TO CONTRACTOR FOR THE PERFORMANCE OF THE WORK PURSUANT TO THAT PARTICULAR PURCHASE ORDER, WHICHEVER IS GREATER.

FOR THE AVOIDANCE OF DOUBT, PURCHASE ORDERS IN EXCESS OF TWO MILLION DOLLARS (\$2,000,000) SHALL NOT BE INCLUDED FOR ANY REASON IN DETERMINING THE TWO MILLION DOLLAR (\$2,000,000) ANNUAL AGGREGATE TOTAL LIABILITY CAP SET OUT IN THE PRECEDING PARAGRAPH. CALENDAR YEARS SHALL BE DETERMINED BEGINNING ON THE EFFECTIVE DATE OF THE AGREEMENT AND CONTINUE FROM YEAR TO YEAR THEREAFTER DURING THE TERM OF THE AGREEMENT.

THE REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE.

13.17 **Termination for Convenience.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled for reimbursement according to Exhibit B hereof for the Work performed prior to the notice of termination, plus Contractor's actual, direct, and unavoidable costs resulting from the termination which in no event to exceed the

amount of the Purchase Order and shall not include any overhead, indirect costs, profit, or damages. Contractor shall to the fullest commercially reasonable extent possible mitigate any such costs.

13.18 Force Majeure

13.18.1 If a Force Majeure Event prevents either Party from performing any obligation under this Agreement, that inability to perform will not constitute breach, and the schedule for performance will be extended, if the Party asserting the Force Majeure Event ("Asserting Party") (1) uses reasonable efforts to perform its obligations, and (2) complies with its obligations under Section 13.18.3.

13.18.2 For purposes of this agreement, "Force Majeure Event" means, with respect to the Asserting Party, any event or circumstance that (1) was not caused by the Asserting Party, (2) could not have been reasonably foreseen by the Asserting Party, and (3) is beyond the Asserting Party's reasonable control. A Force Majeure Event may include, but is not limited to, a war, riots, fire, flood, strikes or labor difficulty, governmental acts such as but not limited to trade restrictions, including embargoes and refusal of permissions, acts of God, acts of the other Party, wrecks or delays in transportation, epidemics, or unusual inability to obtain necessary labor or materials from usual sources.

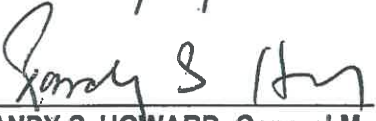
13.18.3 If a Force Majeure Event occurs, the Asserting Party shall promptly, after it becomes aware of the occurrence of the event, and in any event no more than five (5) days after the Asserting Party becomes aware of such occurrence, notify the other Party of the occurrence of that Force Majeure Event, its effect on performance, and how long the Asserting Party expects it to last. Thereafter the Asserting Party shall update that information as reasonably necessary. During a Force Majeure Event, the Asserting Party shall use reasonable efforts to resume its performance under this Agreement.

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

[Remainder of page intentionally left blank]


NORTHERN CALIFORNIA POWER AGENCY

Date 5/12/15


RANDY S. HOWARD, General Manager

Attest:


Assistant Secretary of the Commission
Approved as to Form:


Assistant General Counsel

SULZER TURBO SERVICES
HOUSTON, INC.

Date March 24 2015


ALLEN THORNTON, VP
Sales, North America *mtw*


PRESIDENT

EXHIBIT A

SCOPE OF WORK

Sulzer Turbo Services Houston, Inc., ("Contractor") shall provide inspection and maintenance services as requested by the Northern California Power Agency ("Agency").

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

- Compressor inspections
- Combustion inspections (CI)
- Hot gas path inspection (HGP)
- Steam Turbines inspections
- Major turbine inspections
- Process pumps and compressors
- Turbine overhaul and valve maintenance
- Field machining and Millwright services
- Propose resource requirements for maintenance outages
- Crane support and operation
- Project management, turbine tooling kits, and transportation of all equipment
- Provide engineering and senior technical advisors and support packages as required.

At the request of Agency, Contractor shall also supply spare parts within agreed upon timeframe based upon approved detailed list of items on Purchase Order(s).

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, whether on a fixed price or time and materials basis, including hourly fees and expenses, shall not exceed amount as set forth in Section 2 of this Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Delivery of Goods under this Agreement shall, unless otherwise agreed to in writing by the Parties for a particular Purchase Order, shall be FCA, Contractor's facility (INCOTERMS 2010).

2015

Field Service Rate \$/per hour

Classification	Straight Time	Overtime	Premium Time
Millwright Journeyman	\$78.00	\$117.00	\$156.00
Millwright Apprentice	\$65.00	\$97.50	\$130.00
Technician, Safety Personnel, Scheduler	\$114.00	\$159.60	\$205.20
Supervisor, Foreman	\$118.80	\$178.20	\$237.60
Technical Director	\$150.00	\$210.00	\$270.00
Project Manager	\$174.00	\$234.00	\$294.00
Senior Tech Services Engineer	\$216.00	\$324.00	\$432.00
Technical Services Engineer	\$180.00	\$270.00	\$360.00
Site Administration	\$58.80	\$88.20	\$117.60
Field Equipment			
Vibration Analysis Instrumentation		\$450.00	Shift
Laser Alignment, Tracking Instrumentation, ERAG		\$350.00	Shift
Video-Scope		\$750.00	Shift
Hydraulic Wrench (Rented units will be billed per section 7)		\$350.00	Shift
Mobile Tool Unit (plus delivery charges)		\$600.00	Shift
Crew Truck (plus mileage) (Rented units will be billed per section 7)		\$10.00	Per Hour

Domestic rates for Machinery Diagnostic Services Rendered from Sulzer RES La Porte
Effective January 1, 2015 through December 31, 2015.

Classification	Straight Time	Overtime	Premium Time
	Monday-Friday (non holidays) for first 8 hours	Saturdays, daily other than normal, but less than 12 consecutive hours	Sundays, national holidays, or after 12 consecutive hours
Machinery Diagnostics Engineer	\$180 /hr	\$270 /hr	\$360 /hr
Data Collection	\$150 /hr	\$225 /hr	\$300 /hr
Video Scope Inspection	\$150 /hr	\$225 /hr	\$300 /hr

For work above the Arctic Circle, offshore or hazardous environments: 1.2 multiplier

Equipment Rates

Laser Alignment & Tracking	\$375 /shift
Vibration Analysis & Data Acquisition (ADRE 408)	\$660 /shift
Video Scope Equipment	\$375 / shift

NOTES:

- Minimum billing for field services will be 8 hours or as originally quoted.
- Overtime is in effect outside normal 8 hour workday Monday – Friday.
- Premium time is in effect beyond 12 hours daily, Sundays, Union holidays and nationally recognized holidays. Sulzer recognizes the following holidays: New Years, Good Friday, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.
- Minimum billing for generating Vibration Analysis report (on or offsite) is 10 hours.
- All materials, consumables, rental equipment, freight, and sub-contract services supplied in connection with Field Service will be invoices at cost + 20%. Crane rental will be charged at cost plus 25%.
- Cost associated with mobilization and demobilization of field crews and tooling are charged at cost plus 10%.
- Rates are updated annually upon 30 days' prior written notice to NCPA.

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, ALAN ATKINSON VICE PRESIDENT OPERATIONS.

(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

SULZER TURBO SERVICES HOUSTON, INC.

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.

Alan Atkinson

(Signature of officer or agent)

Dated this ELEVENTH day of MAY, 20 15.

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.

2365685.7



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT AND AGREEMENT FOR
PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND SULZER TURBO SERVICES HOUSTON, INC.**

This First Amendment ("Amendment") to Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies is entered into by and between the Northern California Power Agency ("Agency") and Sulzer Turbo Services Houston, Inc. ("Contractor") (collectively referred to as "the Parties") as of August 30, 2017.

WHEREAS, the Parties entered into a five year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies dated effective May 12, 2015, (the "Agreement") for Contractor to provide inspection and maintenance services ("Work"), as more specifically detailed in the Agreement to NCPA; and

WHEREAS, the Agency now desires to amend the Agreement to allow Contractor to provide Work to Agency members, Southern California Public Power Authority ("SCPPA"), and/or SCPPA members on the terms and conditions set forth in the Agreement, as amended herein; and

WHEREAS, the Agency now desires to amend the Agreement to add miscellaneous provisions as set forth below; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; and

WHEREAS, in accordance with Section 8.2 all changes to the Agreement must be in writing and signed by all the Parties;

NOW, THEREFORE, the Parties agree as follows:

A. Section 1.4-Work Provided is replaced in its entirety by the following Section 1.4.

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.

B. Section 1.5-Request for Work to be Performed is added to the Agreement as follows:

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.

C. **Section 4.5.4-Additional Certificates and Endorsements** is added to the Agreement as follows:

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Agency shall the right to require Contractor to provide the certificates of insurance and/or 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.

D. **Section 6.1-Independent Contractor** is amended to add the following to that section:

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.

E. **Section 6.5-Maintenance Labor Agreement** is added to the Agreement as follows:

6.5 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.

F. **Section 7-LEGAL REQUIREMENTS** of the Agreement is amended and restated to read as follows:

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 be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

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 \$50.00 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.

G. Section 10-PROJECT SITE of the Agreement is amended and restated to read as follows:

Section 10. PROJECT SITE.

- 10.1 Project Site Locations.** The Project site at which Contractor may perform Work under this Agreement shall include any facilities owned and/or operated by the Agency, by the Agency's members, by SCPPA, or by SCPPA members.
- 10.2 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 Agency's operations; if applicable, the entity for which Contractor is performing the Work as referenced in Section 1.4, and the operations of 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.
- 10.3 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. Agency and, if applicable, the entity for which Contractor is performing the work as referenced in Section 1.4, may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. Any transportation furnished by Agency and, if applicable, by the entity for which Contractor is performing the work as referenced in Section 1.4, shall be solely as an accommodation without any liability therefor to Contractor or other party. 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.
- 10.4 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment and property owned and/or provided by Agency, its members, SCPPA, or SCPPA members for the performance of Work.

H. **Section 12.10** is added to the Agreement to read as follows:

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. In addition, Contractor's actions under the initial paragraph of Section 12 shall comply with all site programs established by Member if Contractor is performing Work for that Member.

I. **Section 13.8-Notices** is amended to specify, as to NCPA only, the following:

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:

General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

J. **Section 13.12-Controlling Provisions** is replaced in its entirety by the following:

13.12 **Controlling Provisions.** In the case of any conflict between the terms of this Amendment and the Agreement, the Amendment shall control. 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.

K. **Section 13.15-No Third Party Beneficiaries** is replaced in its entirety by the following:

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.

- L. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
- M. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

NORTHERN CALIFORNIA POWER AGENCY

Date: 8/30/17

Randy S. Howard
RANDY S. HOWARD, General Manager

SULZER TURBO SERVICES HOUSTON, INC.

Date: Aug 18, 2017

Allen Thornton
ALLEN THORNTON,
VP Sales, North America

Attest:

Christy R. H.
Assistant Secretary of the Commission

Approved as to Form:

Ruthann G. Ziegler
Ruthann G. Ziegler, Assistant General Counsel



2698437.3

EXHIBIT A
SCOPE OF WORK

Sulzer Turbo Services Houston, Inc. ("Contractor") shall provide inspection and maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Compressor inspections
- Combustion inspections (CI)
- Hot gas path inspection (HGP)
- Steam Turbines inspections
- Major turbine inspections
- Process pumps and compressors
- Turbine overhaul and valve maintenance
- Field machining and Millwright services
- Propose resource requirements for maintenance outages
- Crane support and operation
- Project management, turbine tooling kits, and transportation of all equipment
- Provide engineering and senior technical advisors and support packages as required.

Contractor may provide services at all Project Site Locations.

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

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 establishes 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: Aug 10, 2017

Name of Employer

Sulzer Turbo Services Houston



[Signature]
(Authorized Officer & Title)
VP Sales North America
11518 Old LaPorte Rd
(Address)
LaPorte, TX 77571



**SECOND AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT AND
AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND SULZER TURBO SERVICES
HOUSTON, INC.**

This Second Amendment ("Amendment") to Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies is entered into by and between the Northern California Power Agency ("Agency") and Sulzer Turbo Services Houston, Inc. ("Contractor") (collectively referred to as "the Parties") as of April 30, 2020.

WHEREAS, the Parties entered into a five year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies dated effective May 12, 2015, (the "Agreement") for Contractor to provide inspection and maintenance services; and

WHEREAS, the Parties entered into a First Amendment to the Agreement on August 30, 2017 to also allow for work at any facilities owned or operated by Agency Members, Southern California Public Power Authority ("SCPPA") and/or SCPPA members and to add various legal requirements and other provisions to the Agreement; and

WHEREAS, the Agency now desires to further amend the Agreement to extend the term of the Agreement for an additional 3-months from the original expiration date of May 12, 2020, to a new expiration date of August 12, 2020; and

WHEREAS, the Parties have agreed to modify the Agreement as set forth above; and

WHEREAS, in accordance with Section 8.2 all changes to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree as follows:

1. **Section 1.1—Term of Services** of the Agreement is amended and restated to read in full as follows:

The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work described in Exhibit A, or no later than August 12, 2020, whichever is shorter, unless the term of the Agreement is otherwise terminated or modified, as provided for herein.

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2. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: 4/30/20

NORTHERN CALIFORNIA POWER AGENCY


RANDY S. HOWARD, General Manager

Date: 4/29/20

SULZER TURBO SERVICES HOUSTON, INC.


ALLEN THORNTON,
VP Sales, North America

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel



Commission Staff Report

Date: May 19, 2020

COMMISSION MEETING DATE: May 28, 2020

SUBJECT: 2020 Steam Field Operation and Generation Forecast

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"/>	City of Shasta Lake	<input type="checkbox"/>
Alameda Municipal Power	<input checked="" type="checkbox"/>	City of Lompoc	<input checked="" type="checkbox"/>	City of Ukiah	<input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input 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 checked="" 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 checked="" type="checkbox"/>

If other, please specify

Turlock

RECOMMENDATION:

Approve Resolution 20-44 approving the 2020 Steam Field Operations and Forecast Report, dated April 2020, as the Geothermal Operating Protocol, effective July 1, 2020. This Operating Protocol is to remain in effect until replaced by the Commission.

BACKGROUND:

The Steam Field Operations Forecast Report is an in depth study of The Geysers reservoir relative to the operation of NCPA's Geothermal facility and provides a generation forecast of the facility. This report will act as the Operating Protocol with the goal of maximizing the generation output.

The Operating Protocol currently uses a two-zone strategy with wells on the west side of the NCPA lease producing to both Plant #1, Units #1 and #2. Wells on the east side of the NCPA lease produce to Plant #2, Unit #4. This Protocol will maximize generation while allowing for scheduling flexibility and reduction of load under the proper economic conditions. For 2020, these conditions are:

- Day Ahead Market Prices are a minimum of negative \$25 per MWhr.
- The level of curtailment will be limited to 45 MW with discretion to adjust this level based on the steam field response.
- Duration of the curtailment is to be a minimum of 4 hours.
- Curtailments are limited to once per calendar day.

The Protocol establishes a 2020 annual generation target of 95.1 gross MW.

FISCAL IMPACT:

The 2020-21 approved Geothermal budget covers the proposed action.

SELECTION PROCESS:

Not applicable.

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 May 6, 2020, and was recommended for Commission approval on Consent Calendar.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments:

- Resolution
- 2020 Steam Field Operations and Generation Forecast Report

RESOLUTION 20-44

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE 2020 STEAM FIELD OPERATIONS FORECAST REPORT AS THE 2020 GEOTHERMAL OPERATING PROTOCOL

(reference Staff Report #159:20)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal Facility near Middletown, CA, consisting of two power plants with containment areas, and 80 steam production and injection wells connected by roads; and

WHEREAS, the 2020 Steam Field Operations Forecast Report is an in depth study of The Geysers reservoir relative to the operation of NCPA's GEO facility and provides a generation forecast of the facility. This report will act as the Operating Protocol with the goal of maximizing the generation output. The Operating Protocol currently uses a two-zone strategy with wells on the west side of the NCPA lease producing to Plant 1, Units #1 and #2. Wells on the east side of the NCPA lease produce to Plant #2, Unit #4. This Protocol will maximize generation while allowing for scheduling flexibility and reduction of load under the proper economic conditions. For 2020, these conditions are:

- Day Ahead Market Prices are a minimum of negative \$25 per MWhr.
- The level of curtailment will be limited to 45 MW with discretion to adjust this level based on the steam field response.
- Duration of the curtailment is to be a minimum of 4 hours.
- Curtailments are limited to once per calendar day.

The Protocol establishes a 2020 annual generation target of 95.1 gross MW; and

WHEREAS, 2020-21 approved budget covers the proposed action; 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;

NOW, THEREFORE BE IT RESOLVED that the Commission of the Northern California Power Agency adopts the Steam Field Operations and Forecast Report dated April 2020 as the Geothermal Operating Protocol effective July 1, 2020, to remain in effect until replaced by the Commission.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020, 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



Steam Field Operations

Forecast Report – April 2020



Kincadee Fire
October 24, 2019

NCPA
Generation Services – Geothermal Facilities
Steam Field Operations and Forecast Report

April 2020

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NCPA
Generation Services Business Unit
Steam Field Operations and Forecast Report

April 2020

Introduction

This report provides an update on the status of the NCPA Geothermal Project. There are two main sections:

- I. A review of steam field operations including annual production and injection volumes, the Geothermal Operating Plan, water injection program, and projects.
- II. A review of 2019 reservoir performance with a generation forecast for 2020.

Analysis of geothermal reservoir during 2019 indicates a continued 1.9% harmonic decline consistent with prior projections. The average generating capacity for 2019 was 81.3 MW gross or 74.9 MW net. Net generation for the year was 655.8 GWhrs. The Kincadee fire was a major disruption to NCPA's generating capacity for 2019. The fire, coupled with the Plant 1 overhaul in April 2019 and well workovers on the P and Q well sites resulted in reduced generation for the year.

Water injection continues to be essential in maintaining reservoir pressure and mitigating steam production decline rates. In 2019, the Southeast Geysers Effluent Pipeline project brought an average of 4,506 gpm of wastewater to The Geysers. NCPA and a nearby power producer, Calpine, share the water. NCPA received 45.2% of the wastewater delivered to the Geysers this past year. Combined with steam condensate, NCPA's 2019 water injection rates averaged 3,103 gpm and was a slight increase from the previous year's rate of 3,016 gpm.

The 2020 generation forecast projects the average generating capacity to be 95.1 MW gross or 85.2 MW net for the year. NCPA geothermal facilities are forecast to generate 726.6 GWhrs net in 2020. The estimated 25 year projected net reserves are 15,080 GWhrs.

In terms of the fiscal year, the FY 2021 net generation is forecast to be 738.6 GWhrs.

I. STEAM FIELD OPERATIONS

In This Section

- ▶ Overview of Annual Production and Injection
- ▶ Geothermal Operating Plan
- ▶ Water Injection Program
- ▶ Plant and Steam Field Projects

A. Overview of 2019 Production and Injection

NCPA continued to operate the Geothermal Project as a base load facility in 2019. Steam production for the year was 12.08 Glbs with water injection was 13.6 Glbs for an annual mass replacement ratio of 112%. Water injection on the NCPA lease is a combination of steam condensate recovered from the cooling towers and wastewater from the Southeast Geysers Effluent Pipeline (SEGEP). The water from the SEGEP pipeline is shared between NCPA and a nearby power producer. NCPA received 45.2% of the wastewater in 2019. The average total injection rate for NCPA increased from 3,016 gpm in 2018 to 3,103 gpm in 2019.

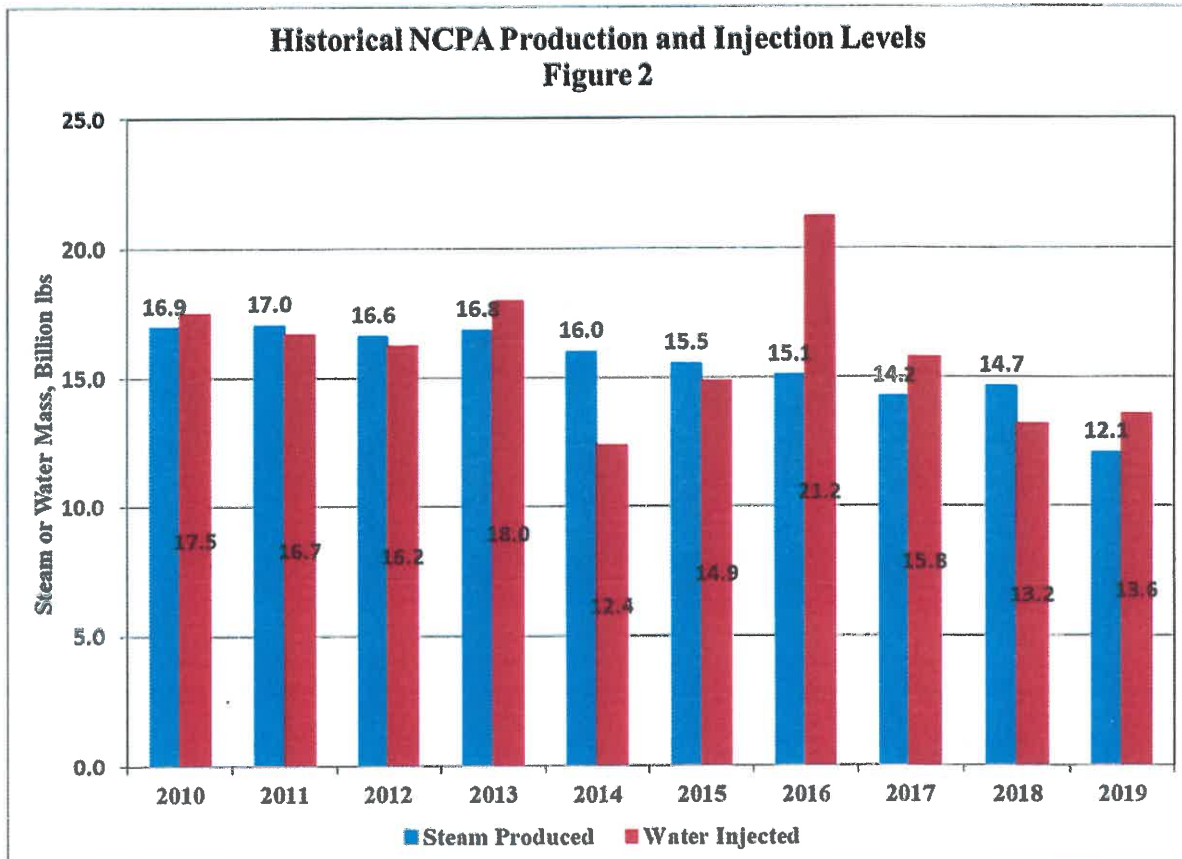
Overall water injection remained at a similar level to 2018, but the Kincade Fire reduced rates in October 2019. The fire stopped injection operations for several months since the plants were down and unable to provide electricity to the pump stations.

The cumulative mass replacement ratio from plant startup in 1983 through 2019 was 67.5% (*Figure 1*). The net mass withdrawal of steam from the reservoir (Mass Produced less Mass Injected) through 2019 is 221.7 billion lbs.

The average generation level for 2019 was 81.3 MW gross or 74.9 MW net. Generation was lower than forecast due to an overhaul on Units #1 and #2, well workovers on P site and Q site, and the Kincade fire in October and its effects through December. In 2020, generation capacity is forecast to be 95.1 MW gross or 85.2 MW net.

Production Highlights during 2019 include:

- ▶ Annual gross generation level in 2019 was 81.3 MW or 74.9 MW net.
- ▶ Average annual mass replacement (i.e., the percentage of steam production replaced by water injection) was 112% in 2019. The 2019 average injection rate was 3,103 gpm and was a slight increase over the previous year.
- ▶ The Kincade Fire played a major factor in injection and production for the year, resulting in less generation than expected.
- ▶ In 2019, the generation capacity is forecast to be 95.1 MW gross or 85.2 MW net.



B. Geothermal Operating Plan

The Geothermal Project Operating Agreement requires the NCPA Commission to establish an Operating Plan and an annual operating level for the Geothermal Units. The purpose of the plan is to maximize the efficient use of the geothermal resource, protect the power plants and equipment, and meet all regulatory and permitting requirements.

A Geothermal Operating Plan, effective July 1, 2019, was approved and recommended by the Coordinated Operating Group (COG), the Generation Services Business Unit, and the NCPA Commission during the May 23, 2019 meeting. The Plan establishes an Operating Protocol that maintains a Two Zone operation within the NCPA lease. The Two Zone Operation was implemented to improve operational response time during unit trips and maximize generation on the NCPA lease while minimizing reservoir communication with nearby competitor operations.

Under this Protocol, the Geothermal Units have normally operated in a baseload condition. Steam production from the west side of the lease, Zone 1, is directed to Units #1 and #2 at Plant #1. Steam production from the east side of the lease, Zone 2, is directed to Plant #2, Unit #4 (*Figure 5*).

While the Protocol maximizes generation, it does allow for scheduling flexibility and reduction of load under the proper economic conditions. The increase in renewable energy in the electrical market has resulted in economic incentives where daily

curtailment of the Geothermal Units is being considered. It is recommended that the Operating Protocol allow curtailments to occur under the following conditions.

- Day Ahead Market Prices are a minimum of negative \$25 per MWhr.
- The level of curtailment will be limited to 45 MW with discretion to adjust this level based on the steam field response.
- Duration of the curtailment is to be a minimum of 4 hours.
- Curtailments are limited to once per calendar day.

The flexibility to adjust generating loads under these conditions will allow NCPA to take advantage of economic incentives while protecting the power plant equipment, steam field infrastructure and reservoir.

C. Water Injection Program

NCPA continues to operate the steam field in the manner intended to maximize the recovery of injected water. In order to maximize recovery, it is important to have sufficient water and distribute it over the widest possible area of the field. It is also necessary to inject water at the lowest possible rate to maximize the heat transfer between the reservoir rock and water. Other factors that weigh into water injection strategy are targeting hotter zones of the field and higher gas concentrations within the reservoir. The water injection program discusses NCPA's supplemental water source, the Southeast Geysers Effluent Pipeline (SEGEP), current injection operations, micro-earthquake activity and non-condensable gas trends.

1. Southeast Geysers Effluent Pipeline (SEGEP)

The Southeast Geysers Effluent Pipeline (SEGEP) project is a pipeline bringing water to The Geysers for the purpose of supplementing water injection in the field. During normal years, NCPA receives an average 2,700 gpm out of 5,600 gpm water that is delivered. Injection of this water into The Geysers reservoir helps mitigate reservoir pressure declines and increases steam reserves. *Figure 6* shows the historical SEGEP deliveries for NCPA and the total for the project.

SEGEP deliveries were reduced somewhat from normal injection due to the Kincadee fire preventing power to be delivered to the pump stations. In 2020, numerical modeling studies will be conducted to determine what injection levels may improve generation going forward. The study will help determine better reservoir management strategies and ensure the resource will be managed for maximum benefit.

2. Injection Operations

There were eight different wells used for injection in 2019. The injection strategy continues to be an effort to spread water over large geographic area and limit injection rates down individual wells as much as possible. The 2019 overall injection rate of

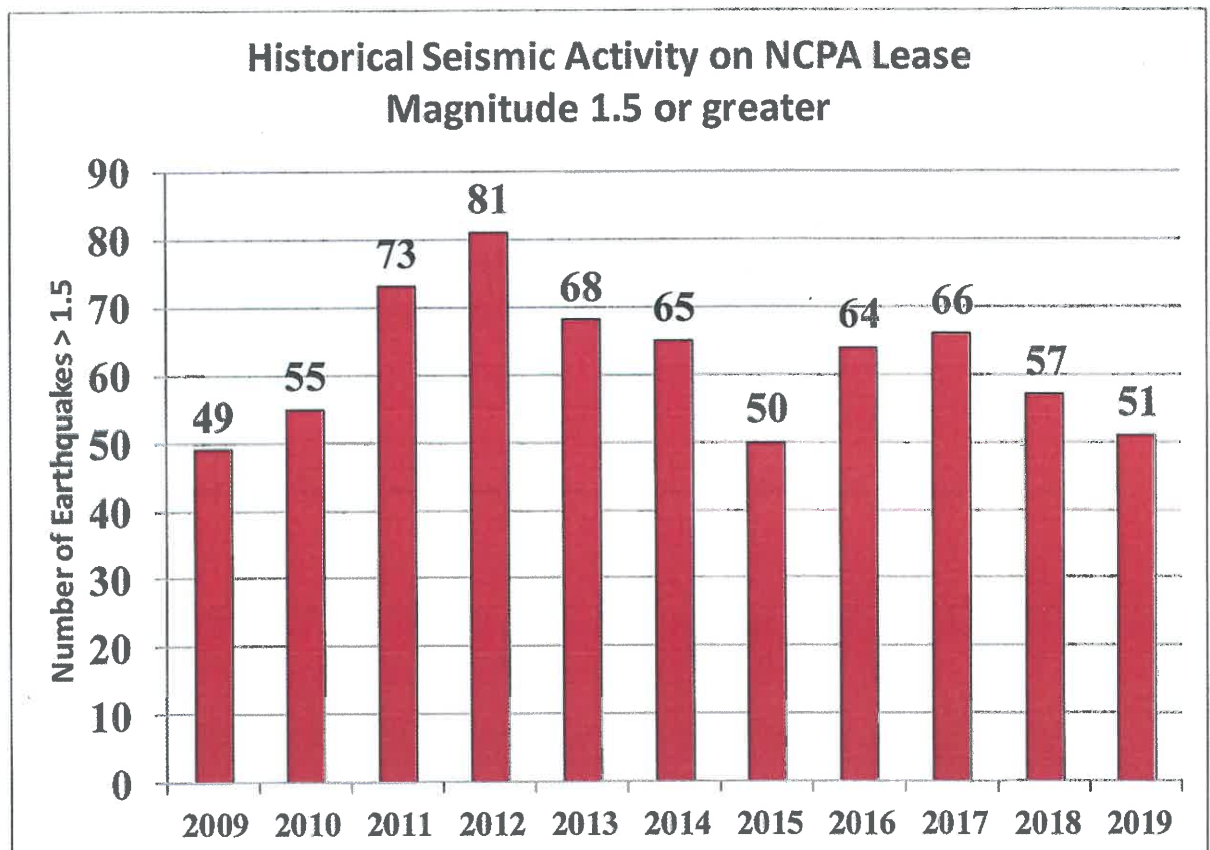
combined steam condensate and wastewater was 3,103 gpm and is an increase from the 2018 rate of 3,016 gpm.

Figure 7 shows the relative location of the eight injection wells on the NCPA lease. Three of these wells, E-8, H-4, and Q-1, are only connected to the SEGEP pipeline and therefore receive only effluent or wastewater. The remaining five wells received a combination of condensate and wastewater. *Figure 8* and *Table 1* show the relative amounts and type of water each well received in 2019.

3. Micro-earthquake Activity

Studies by the United States Geological Survey (USGS) and others have demonstrated that the steam production and water injection at The Geysers can cause frequent micro seismic events to occur. As a result, NCPA and the other operators are required to continuously monitor and report on the earthquakes that occur within The Geysers geothermal field. *Figure 9* is a map showing the locations of the 771 seismic events of magnitude 1.5 and larger that occurred within The Geysers field during 2019. Fourteen of these events had an earthquake magnitude of 3.0 or greater. The largest seismic event was a magnitude 4.15 on a competitor lease.

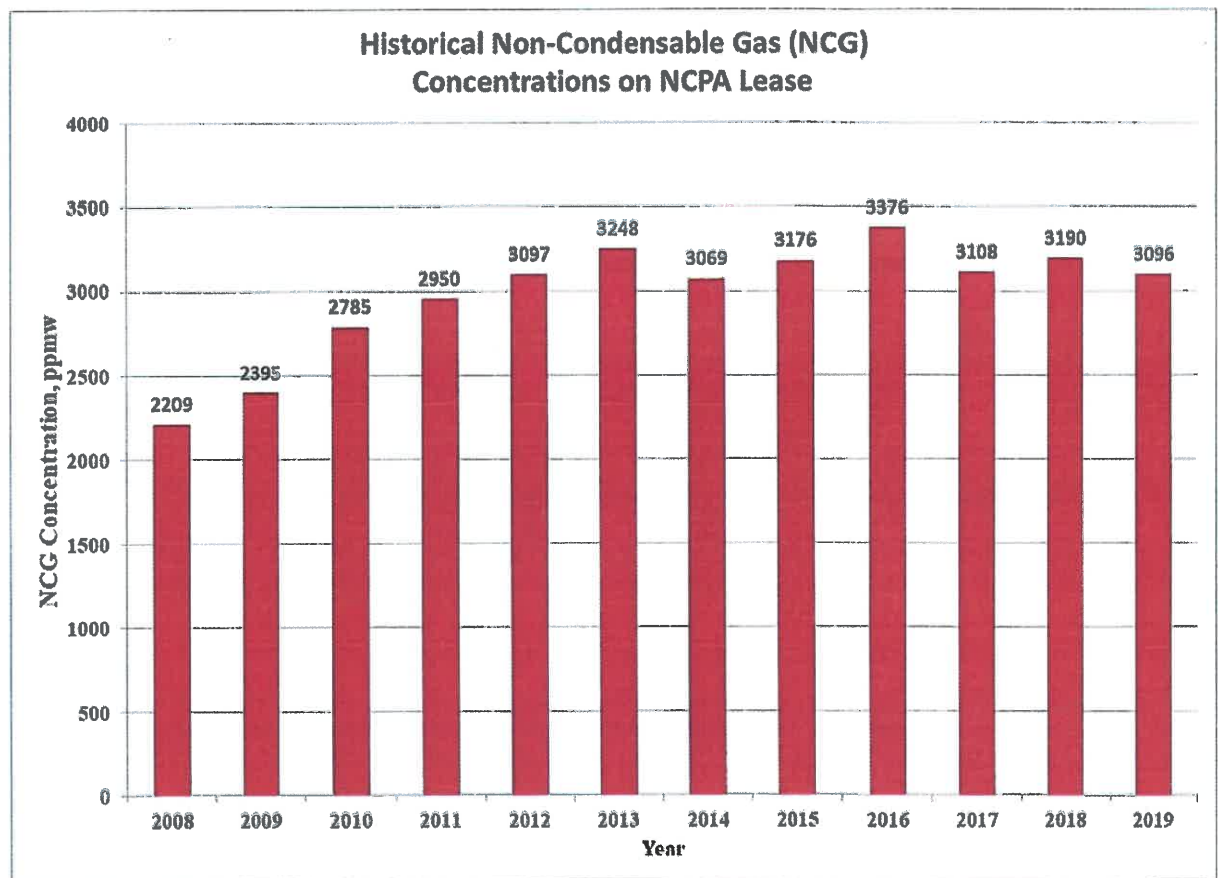
On the NCPA lease, there were 57 events of M=1.5 or greater. The figure below shows the historical seismic activity for the NCPA lease from 2008 through 2019. The seismic activity for 2019 was lower than the activity in 2018.



4. Non-condensable Gas (NCG) Trends

Non-Condensable Gas (NCG) is a natural product of the reservoir and may be present in varying concentrations within the steam that is produced at The Geysers. NCG production reduces plant efficiency and increases chemical treatment costs. The values vary significantly based on operating guidelines for the field, plant outages, or injection strategy. Water injection in areas of high gas concentration generally reduces NCG production and improves plant efficiency.

Table 4 shows an annual sampling of all the producing wells in the field and the analysis for NCG's. These values can vary somewhat based on daily operational changes and the adjustment of injection strategies within the field, but are typical NCG concentrations for these wells. NCG concentrations were down slightly from the 2018, but have been relatively stable over the last three years. Figure 10 shows a comparison of the relative changes throughout the field.



D. Geothermal Facility Projects

Major Projects Completed in 2019:

- Plant #1 Overhaul – Plant #1, Unit #2 started on April 1 and ran through May 10, 2019. Unit #1 started on April 22 and returned to service on May 26, 2019. The scope of work was to pull and inspect the both turbines, the Unit #2 generator, clean the condensers and Stretford gas processing equipment, and repair the balance of plant equipment
 - Plant #1 Ejector Upgrade – Steam ejectors at both Plants #1 and #2 are used to remove non-condensable gases from the steam condensers. The steam ejectors at Plant #1 are to be upgraded to operate at a lower pressure of 30 psig.
 - Ball Cleaning System Upgrade – Ball cleaning systems are used to keep scale and debris from building up in the tubes of the steam condenser. Ball cleaning systems at Plant #1 and #2 were no longer functioning and the equipment no longer supported. They were replaced with more efficient systems.
- P-Site and Q-Site Well Workovers – A drilling program to workover wells P-4, P-5, P-7, and abandon well P-9 started in July 2019, the well work was completed successfully. On Q Site, wells Q-3 and Q-10 were worked over. The wells had partially collapsed casing that was inhibiting flow from these wells. The workovers removed the restriction and restored flow from the wells.

Upcoming Projects for 2020

- Plant #1 Steam Ejectors – The current steam ejectors at Plant #1 were designed for 50 psig steam pressure. With the decline in reservoir pressure, new steam ejectors designed for 30 psig steam pressure will be installed. The project will improve the ability of the gas removal system to effectively reduce the condenser backpressure and maintain generation.
- Plant #1 Fire Modernization – The Plant #1 fire system is outdated and needs to be upgraded. Preliminary engineering was done at a cost of \$100,000 in FY 2020 and this project will require an additional \$800,000 in FY 2021 to complete. A functioning fire system is required for insurance and an updated system will provide improved reliability.
- Plant #1 MCC Breakers – The existing Motor Control Center breakers are out of date and no longer supported. New breakers will be installed allowing for improved reliability.

II. 2019 RESERVOIR PERFORMANCE REVIEW

In This Section

- ▶ Reservoir Pressure Distribution
- ▶ Reservoir Pressure and Flowrate Decline
- ▶ 2019 Generation Review
- ▶ 2020 Generation Forecast

Reservoir performance can be affected by a number of factors such as changes in the location or amount of water injected, the operating pressure of the field, gain or loss of production wells, or changes in the operation of nearby competitor leases. The effects of these changes on the reservoir are normally monitored by conducting pressure build-up tests on production wells, tracer tests on injection wells, and a continuous review of pressure, temperature, and flowrate data from the field. This section will discuss recent changes in reservoir pressure distribution, reservoir pressure decline, and steam field flowrate decline.

A. Reservoir Pressure Distribution

One of the most important parameters in predicting and explaining reservoir performance is static reservoir pressure. *Figure 11* shows areal pressure distributions of static reservoir pressures for April 2019 and January 2020. In general, wells on the west side of the field have the lowest reservoir pressures (< 80 psig) and the east side of the field continues to be the higher pressure area.

B. Reservoir Pressure and Flowrate Decline

Changes in reservoir pressure over time are a function of the mass-replacement ratio. By injecting steam condensate and supplementing it with run-off fresh water and secondary treated wastewater from the Southeast Geysers Project, the decline in reservoir pressures has moderated or slowed with time.

In 2020, pressure build-up tests were done on 54 wells due to the Kincadee fire forcing the shutdown of Plants #1 and #2 for several weeks. Shut-in pressures for another 10 wells were estimated based on past data. The estimated average wellhead shut-in pressure is 77.5 psig. The average well on the NCPA lease flows 29,600 lb/hr at 46.6 psig.

The projected flowrate decline is shown in *Figure 13*. In 2019, the overall steam production rate averaged 1,565 klbs/hr. The flow rate in 2020 is projected to be 1,653 klbs/hr. The overall steam field decline is a harmonic 1.9%. Continued and strategic injection of water over a wide area of the reservoir is expected to enhance recovery and provide better reservoir pressure support in future years.

C. 2019 Generation Review

Net generation for the NCPA Geo Facilities in 2019 was 655.8 GWhr. For FY 2019, net generation is estimated to be 647.1 GWhrs. The 2019 gross generation level was an average of 81.3 MW while net generation level averaged 74.9 MW.

D. 2020 Generation Forecast

The updated forecast of future reservoir performance, and the resulting energy generation forecast for the NCPA geothermal plants, was developed using decline curve analysis. Included in the forecast are:

1. Operation of the steam field in a two-zone operation.
2. The continued benefits from the Southeast Geysers Effluent Pipeline Project.

The most recently developed forecast of steam field operations is illustrated in *Figure 12*. This graph shows NCPA's 36 year historical data for both steam production and water injection, and forecasts of production and injection out to year 2044. With the startup of the Effluent Pipeline in September 1997, and with its continuous operation projected thereafter, the average annual mass replacement is approximately 100%. Water injection is capable of continually exceeding steam production in the future and if water injection continues at current levels, a gradual decline in steam production will approach a near-sustainable level of 80% of the mass of water injected.

The total amount of steam capable of being produced by NCPA through year 2044 is currently estimated at 293 billion pounds. Remaining net generation reserves are estimated to be 15,080 GWhr. *Figures 14 and 15* respectively show the projected net generation capacity and total net generation amount for 2020 through 2044. *Table 5* details the annual gross and net generation. A more detailed monthly five year forecast can be found in *Table 6*.

In 2020, it is estimated that the Geo Facilities will generate 726.6 GWhrs net. Respective gross and net generation capacity for the year are projected to be 95.1 MW gross and 85.2 MW net. An increase in generation levels from 2019 is due to the extended period of time that steam was not produced, such as the Plant 1 outage, well workovers at P and Q Sites, and downtime from Kincade Fire and. For FY 2021, the net generation amount is projected to be 738.6 GWhrs.

SUMMARY

Steam Field Operations

- The NCPA lease produced 12.08 Glbs steam while injecting 13.6 Glbs of water resulting in an average mass replacement of 112% for the year.
- The average gross generation level for 2019 was 81.3 MW gross while the net generation level was 74.9 MW net.
- The average water injection increased from 3,016 gpm in 2018 to 3,106 gpm in 2019.

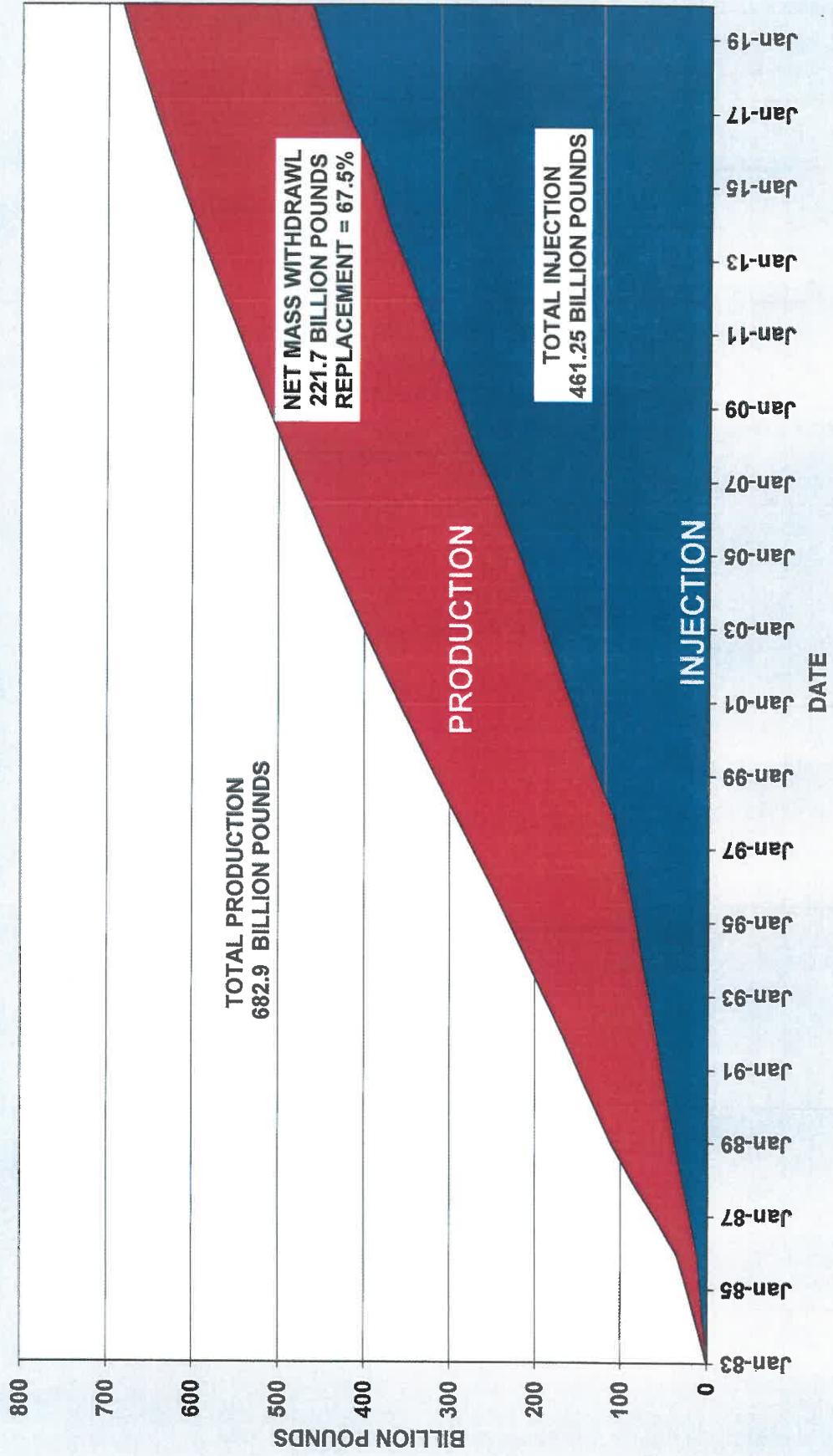
2019 Reservoir Performance Review

- Average shut-in wellhead pressure for the NCPA lease was 77.5 psig. The average well produces 29.6 kph at 46.6 psig.
- The steam field deliverability was 1,565 klbs/hr in 2019. The projected 2020 deliverability is 1,653 klbs/hr. The projected harmonic decline rate going forward is 1.9%.

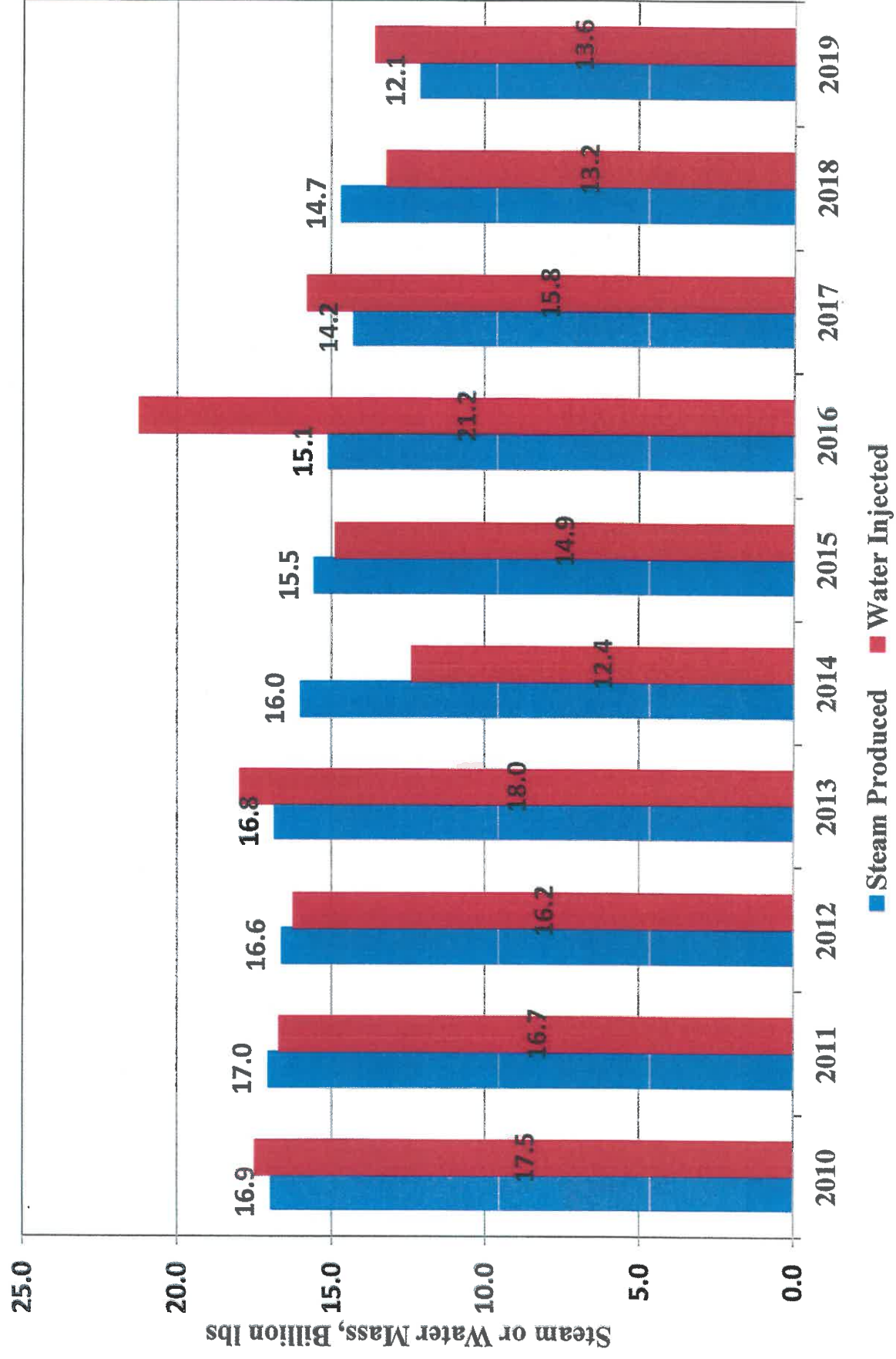
2019 Generation Review and 2020 Generation Forecast

- Net generation for 2019 was 655.7 GWhrs. For FY 2019, net generation is projected to be 647.1 GWhrs.
- The generation forecast covers the period from 2020-2044. Recoverable steam reserves are 293 billion pounds with the total amount of remaining net generation estimated at 15,080 GWhr.
- The gross generation capacity for 2020 is expected to be 95.1 MW or 85.2 MW net.
- The net generation forecast for year 2020 is 726.6 GWhr net. For FY 2021, the net generation amount is projected to be 738.6 GWhrs.

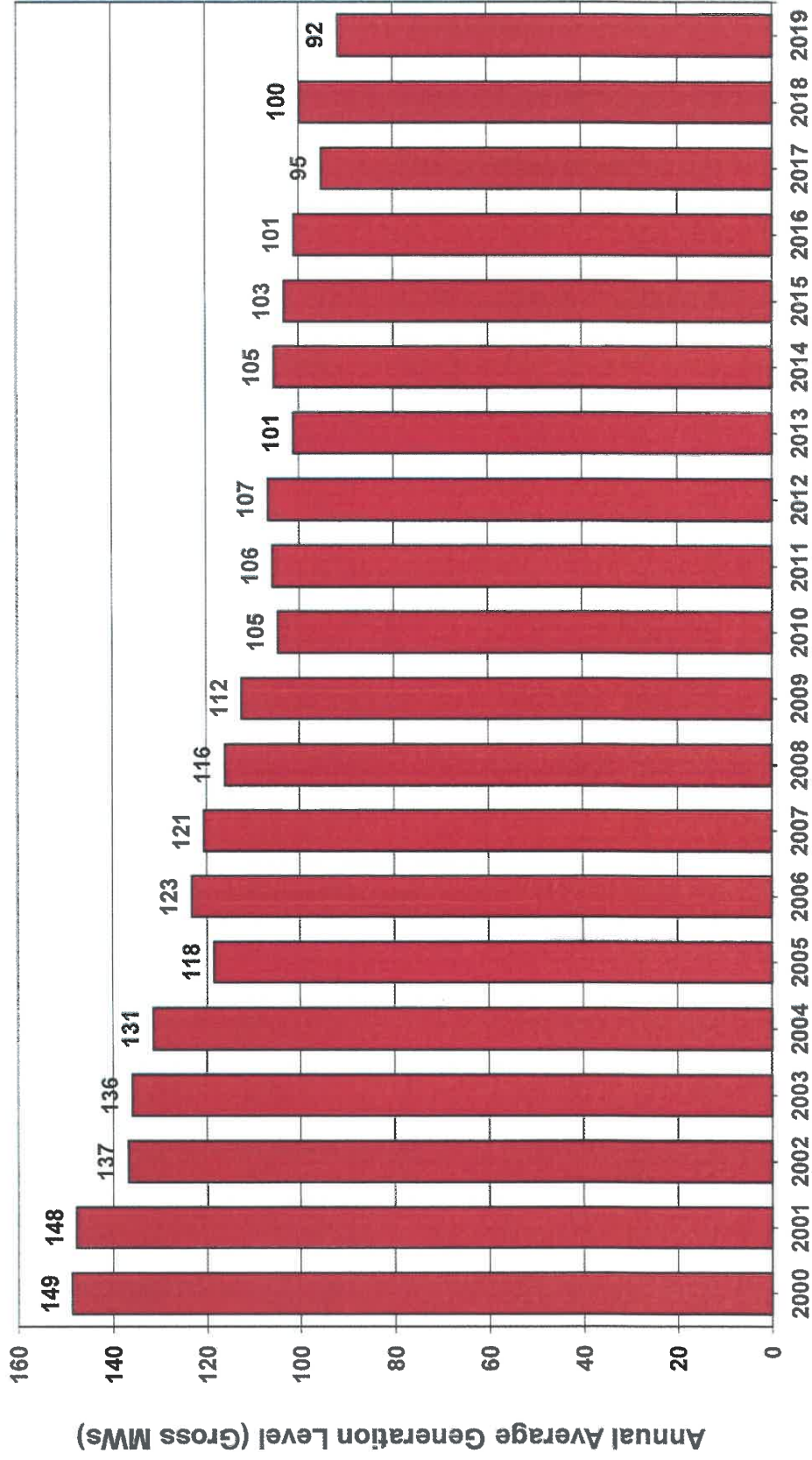
FIGURE 1
NCPA STEAMFIELD
CUMULATIVE PRODUCTION AND INJECTION



Historical NCPA Production and Injection Levels Figure 2



**Figure 3. Historical Power Generation Levels
NCPA Geo Facilities**



*Generation levels include downtime for unit outages and overhauls

2019 Gross Steam Utilization

Figure 4

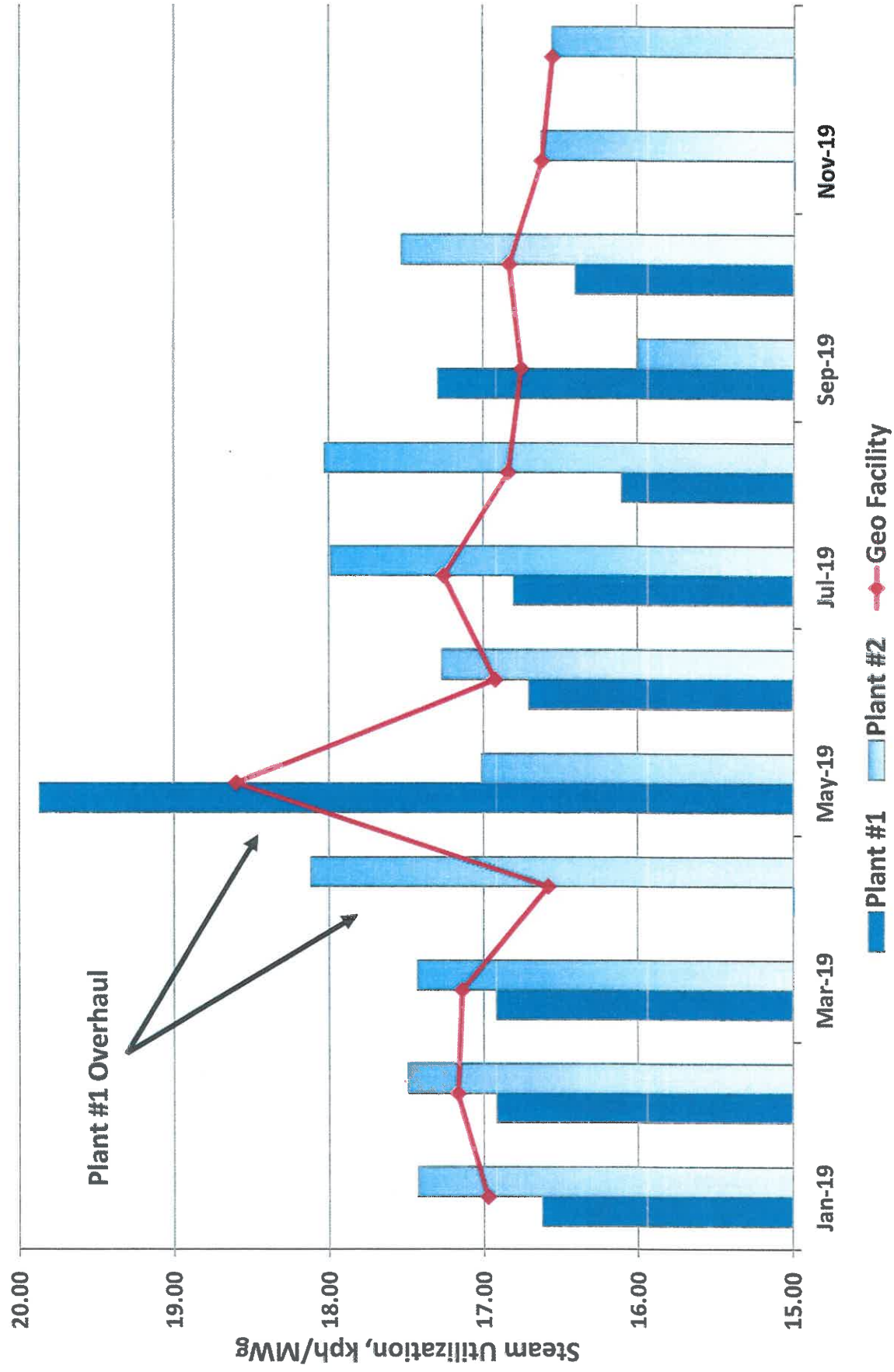
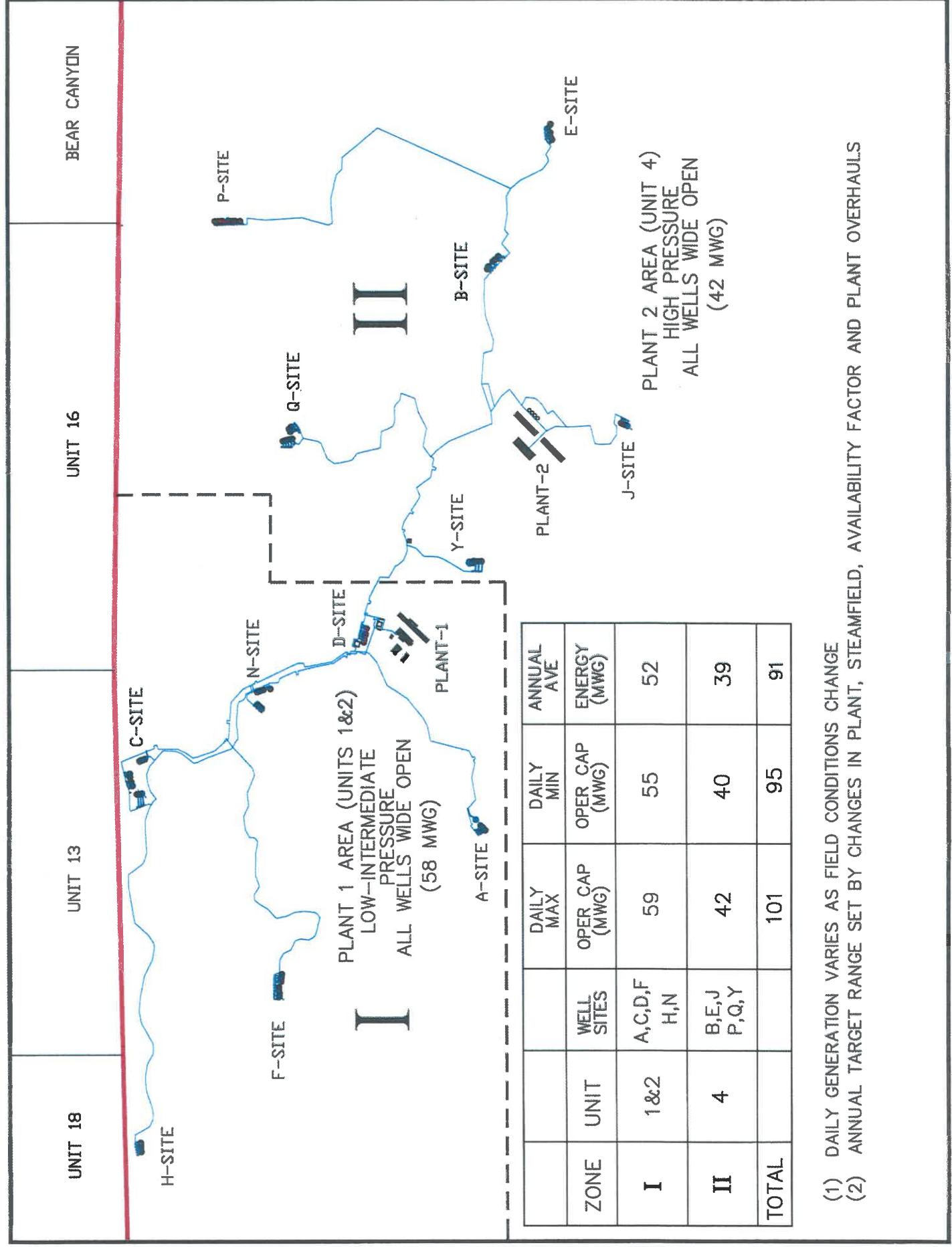


Figure 5. GEOTHERMAL OPERATIONAL PLAN 2020



**Figure 6. History of SEGEP Deliveries Total and NCPA
(Annual Average GPM)**

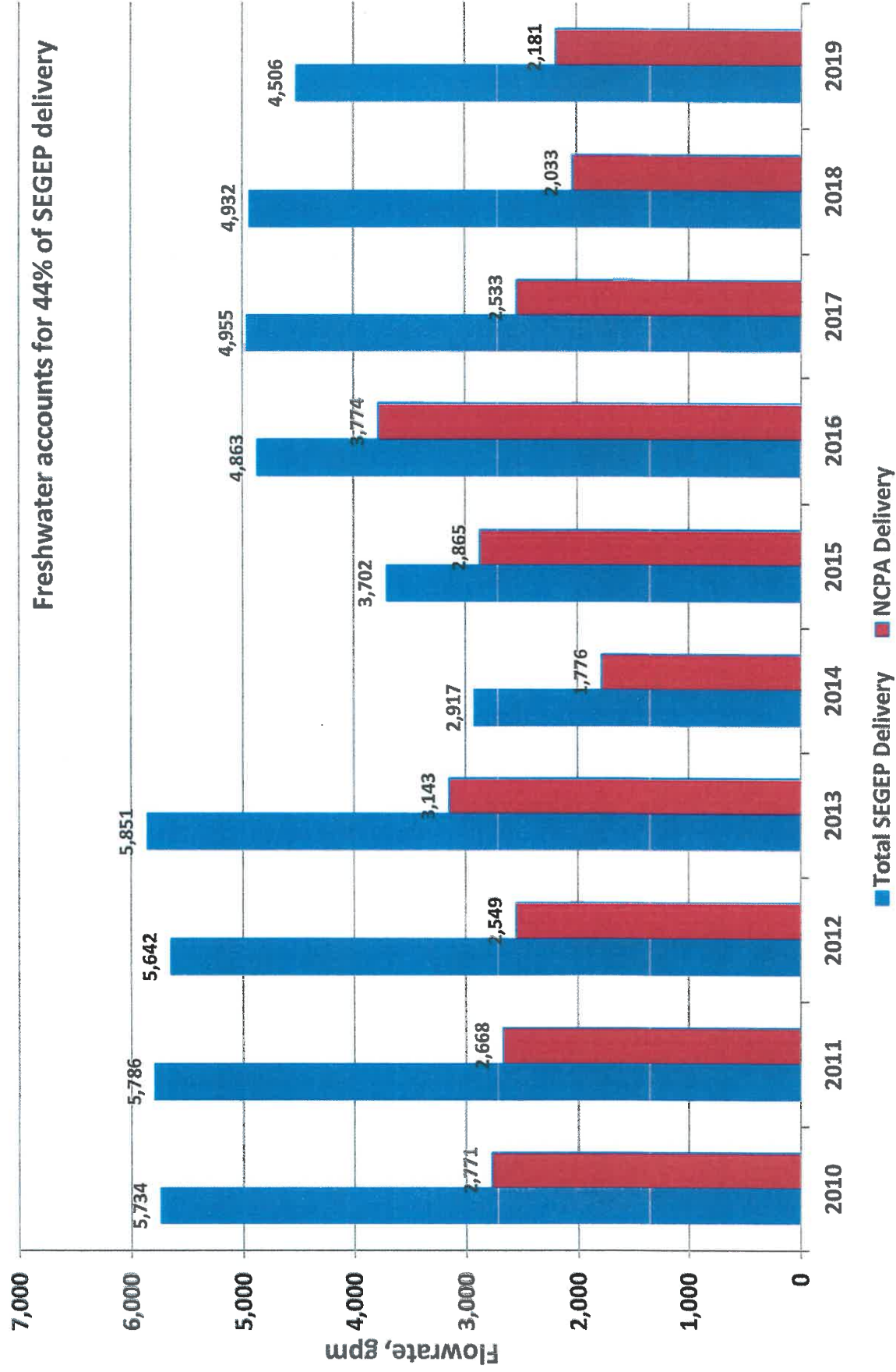


FIGURE 7 MODIFIED PLAN OF INJECTION

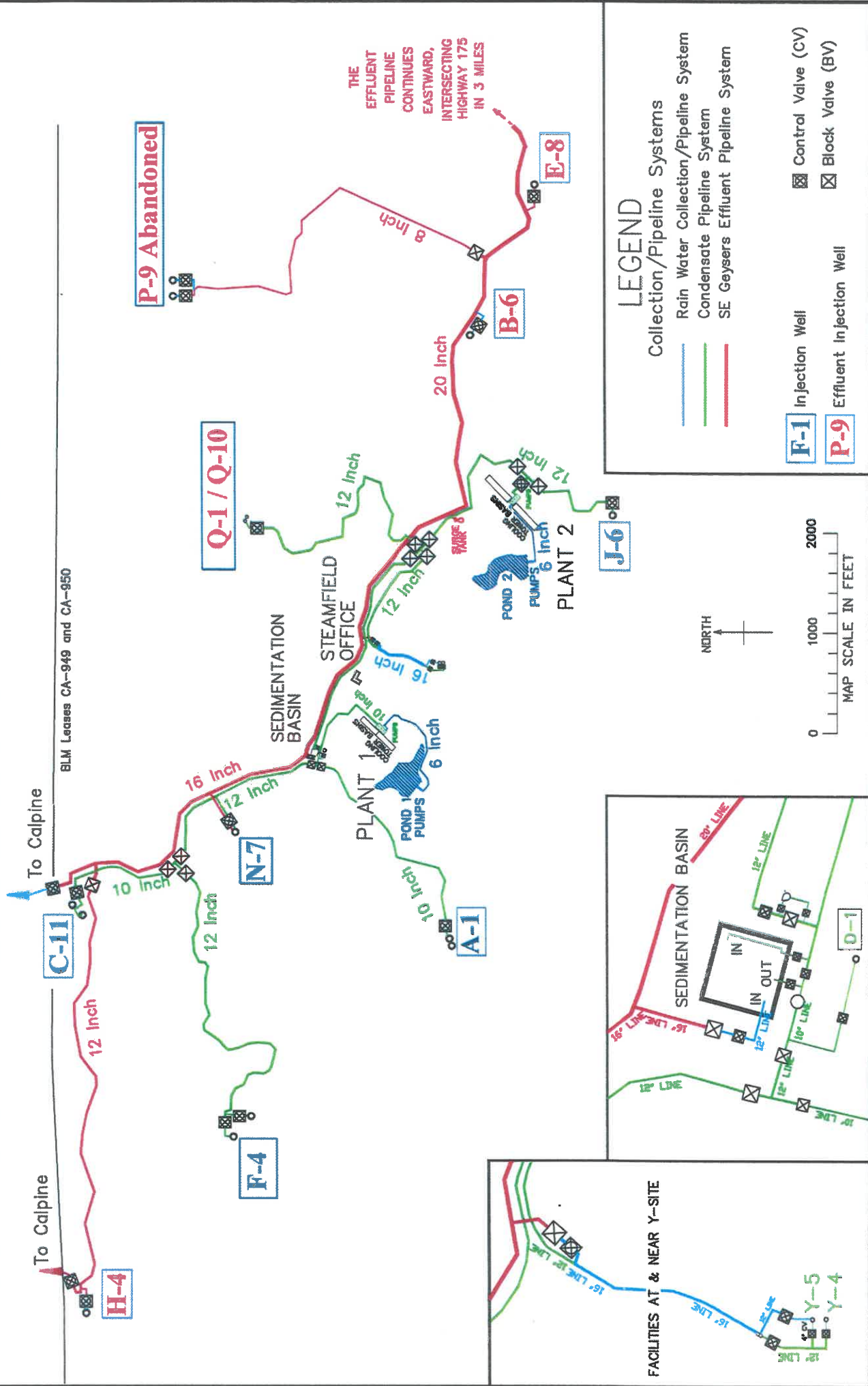
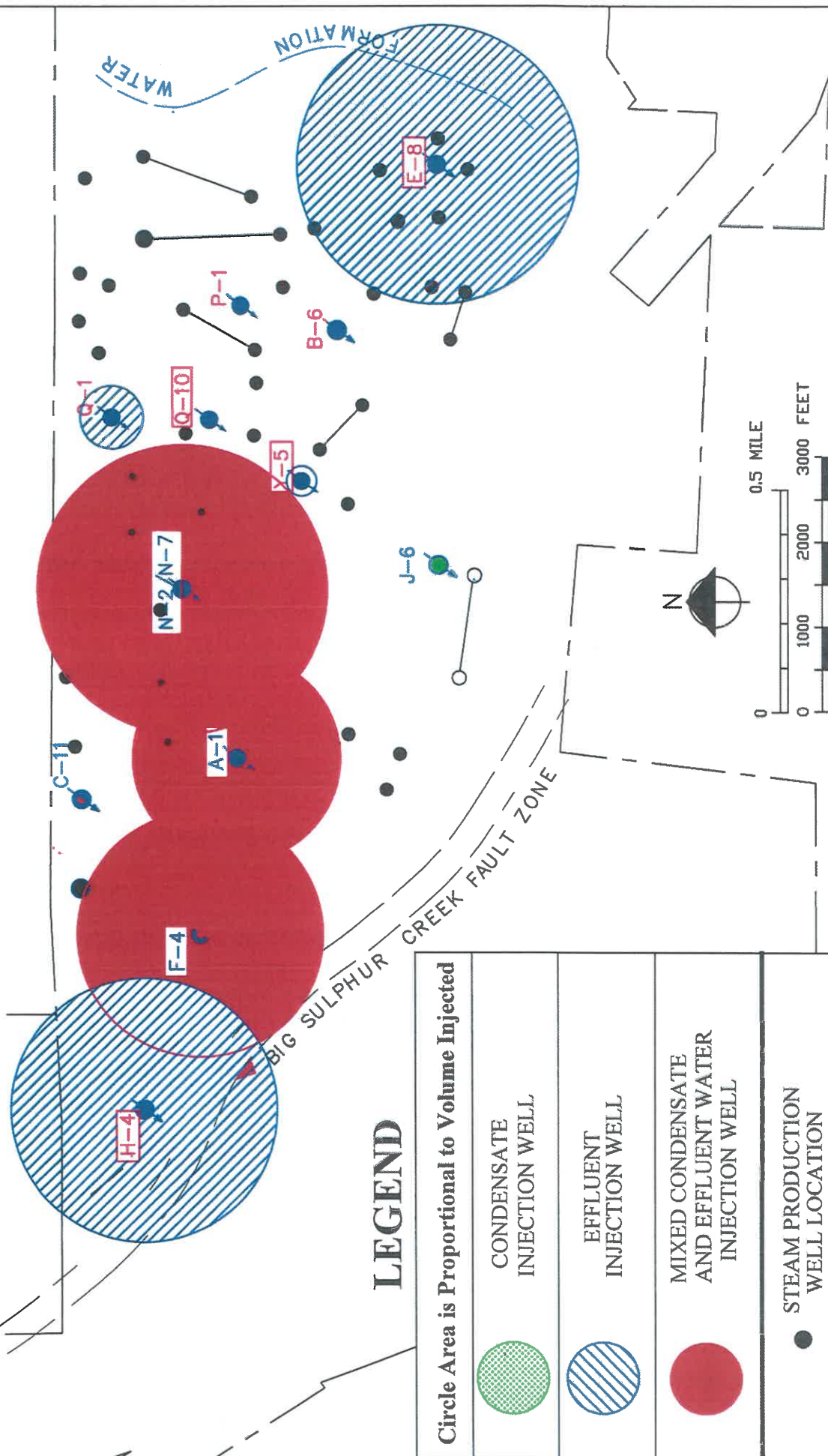


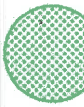



FIGURE 8
NCPA STEAM FIELD
RELATIVE DISTRIBUTION OF INJECTED WATERS
DURING 2019

CALPINE

CALPINE



LEGEND

Circle Area is Proportional to Volume Injected	
	CONDENSATE INJECTION WELL
	EFFLUENT INJECTION WELL
	MIXED CONDENSATE AND EFFLUENT WATER INJECTION WELL
	STEAM PRODUCTION WELL LOCATION

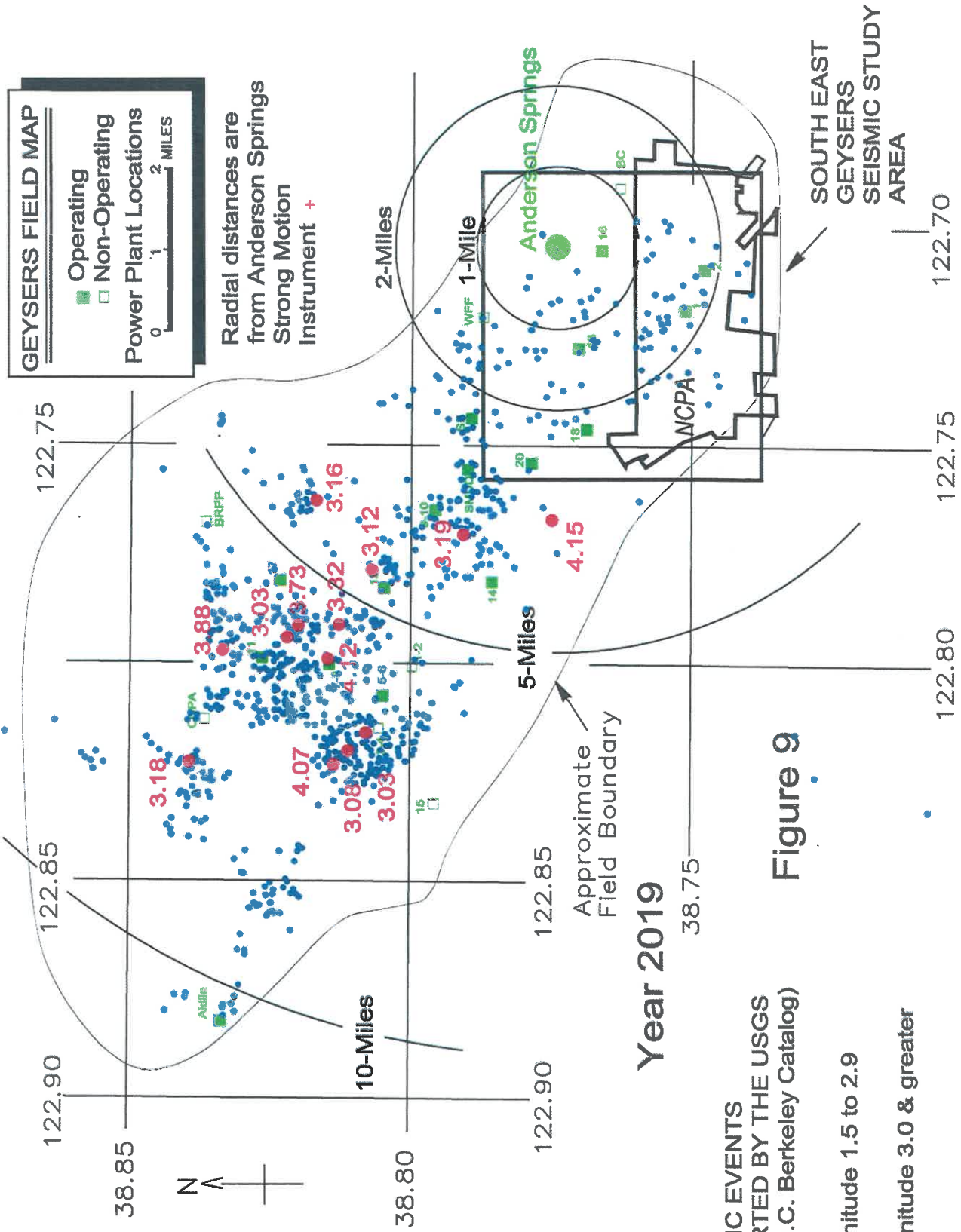


FIGURE 10
NONCONDENSABLE GAS CONCENTRATIONS
IN NCPA STEAM (ppm)

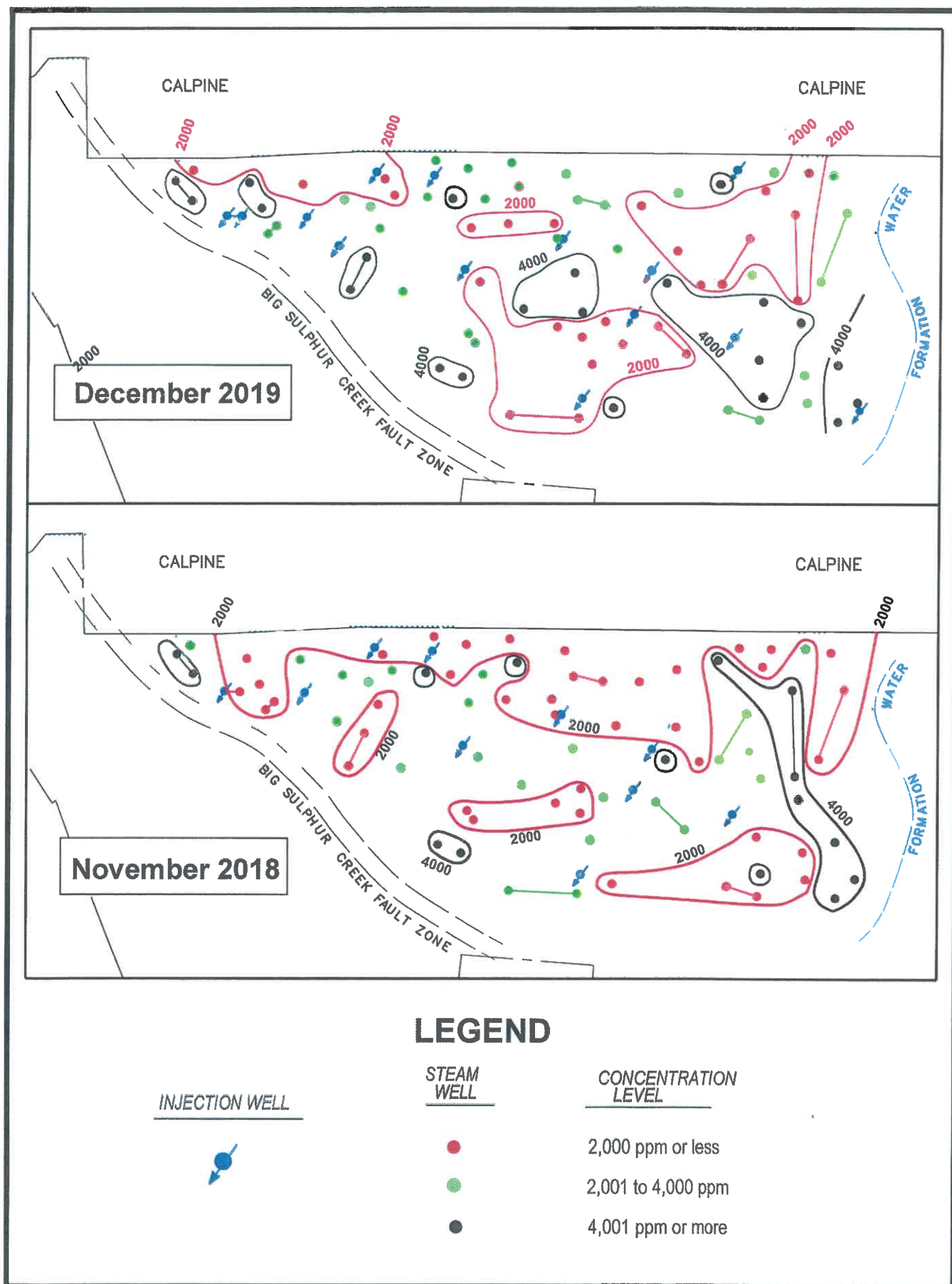
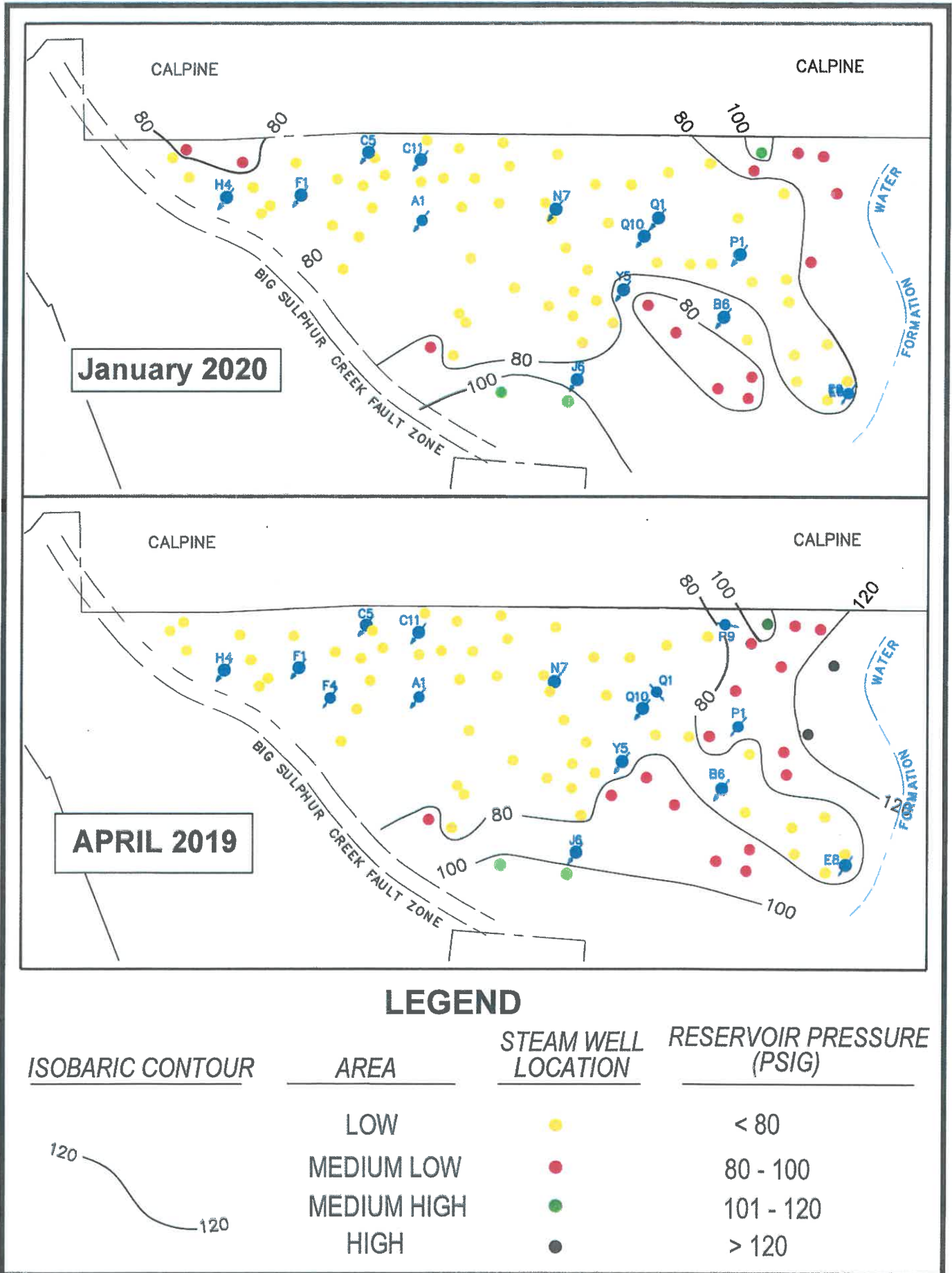
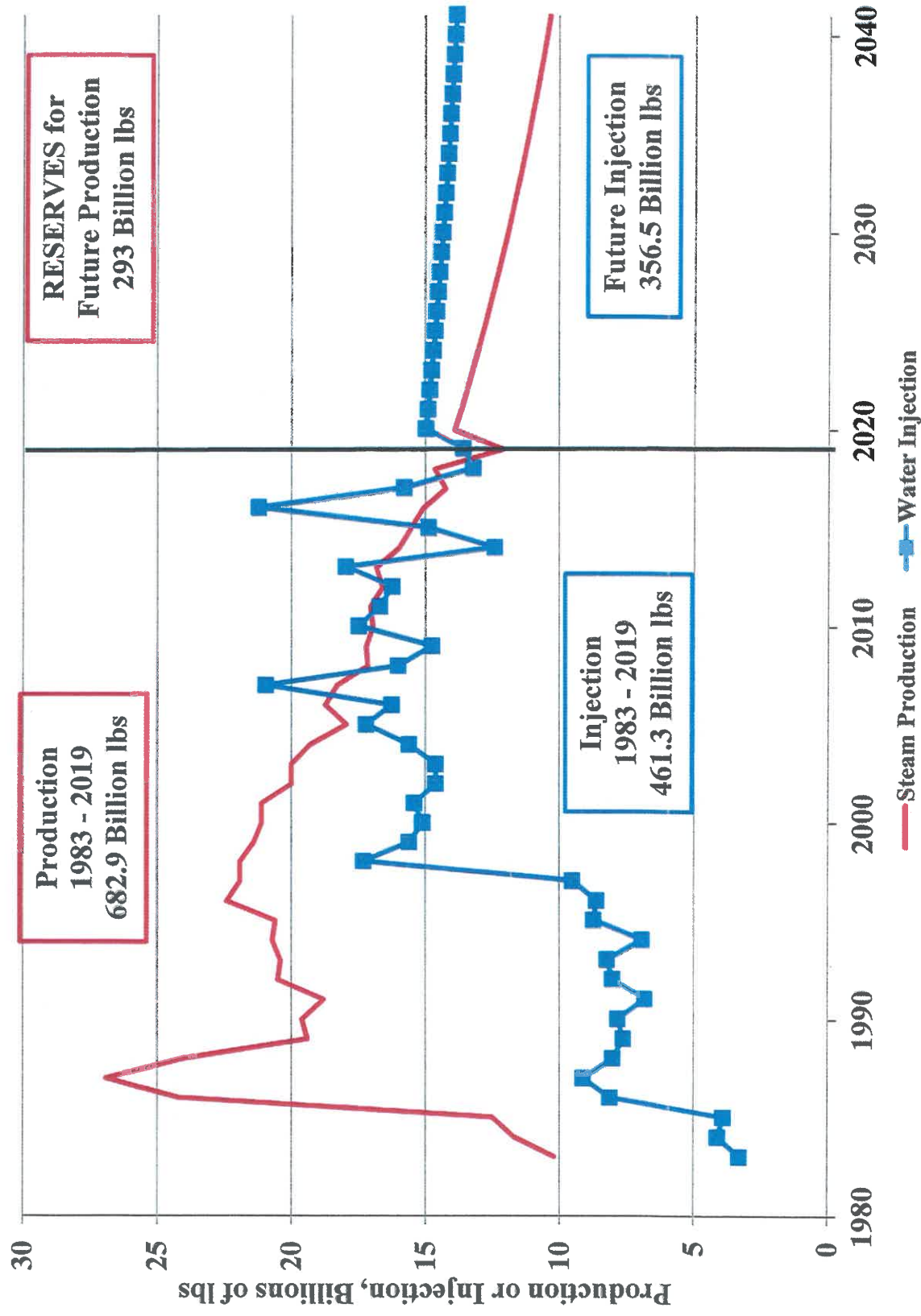


FIGURE 11
NCPA STEAM FIELD RESERVOIR PRESSURE



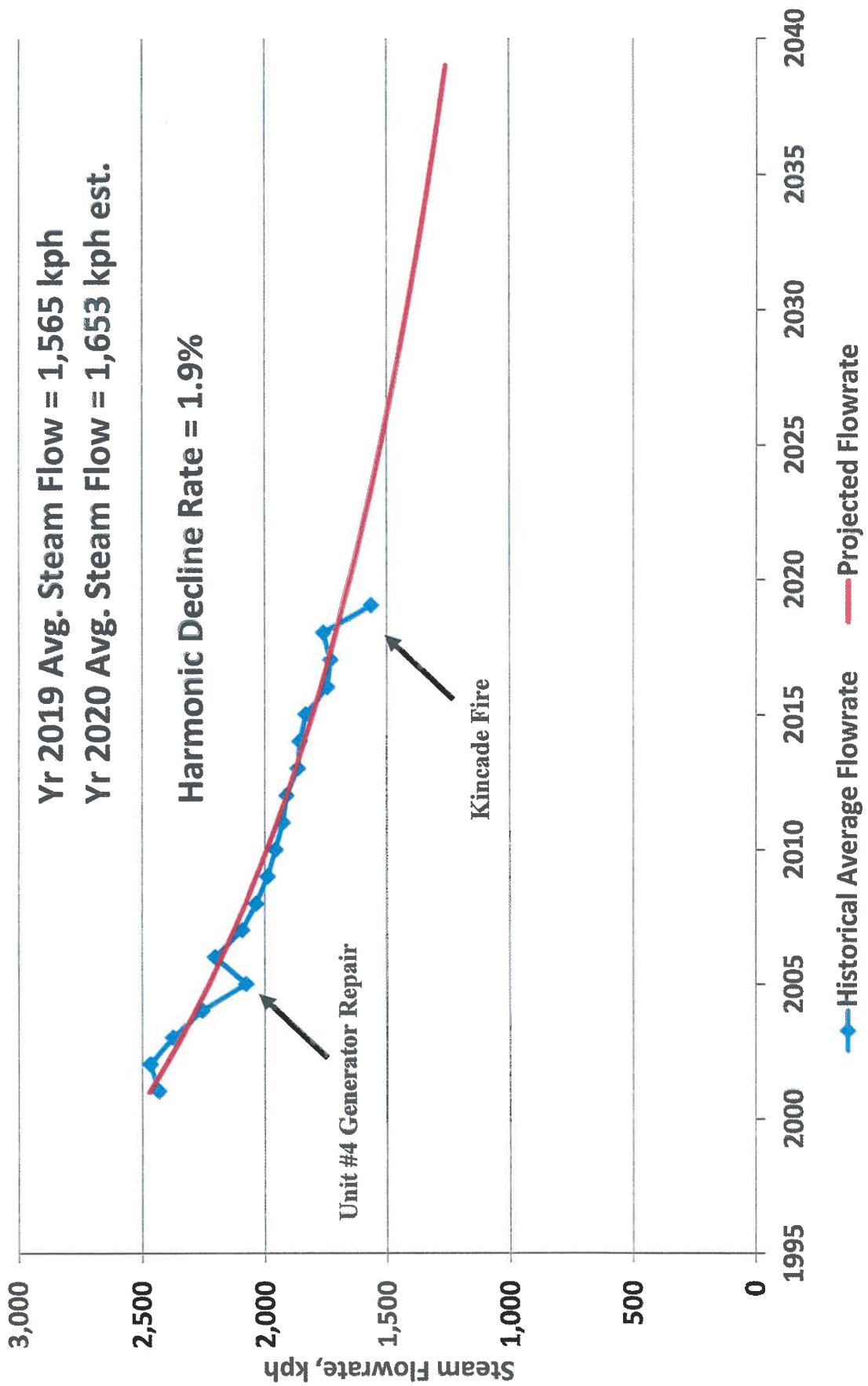
Historical and Forecast Steam Production & Water Injection

Figure 12



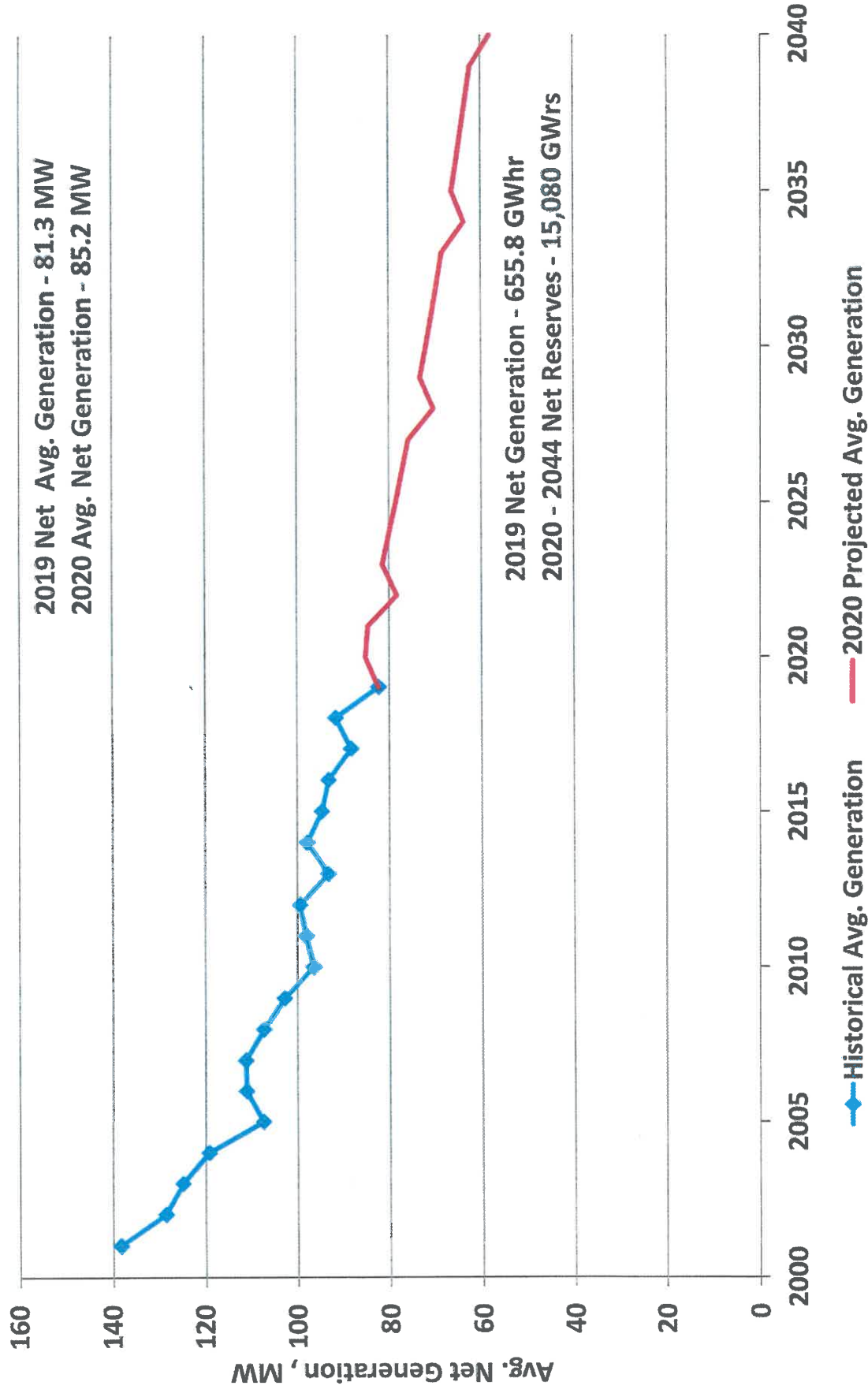
Historical and Projected Steam Flowrates Combined NCPA Plant #1 & #2

Figure 13



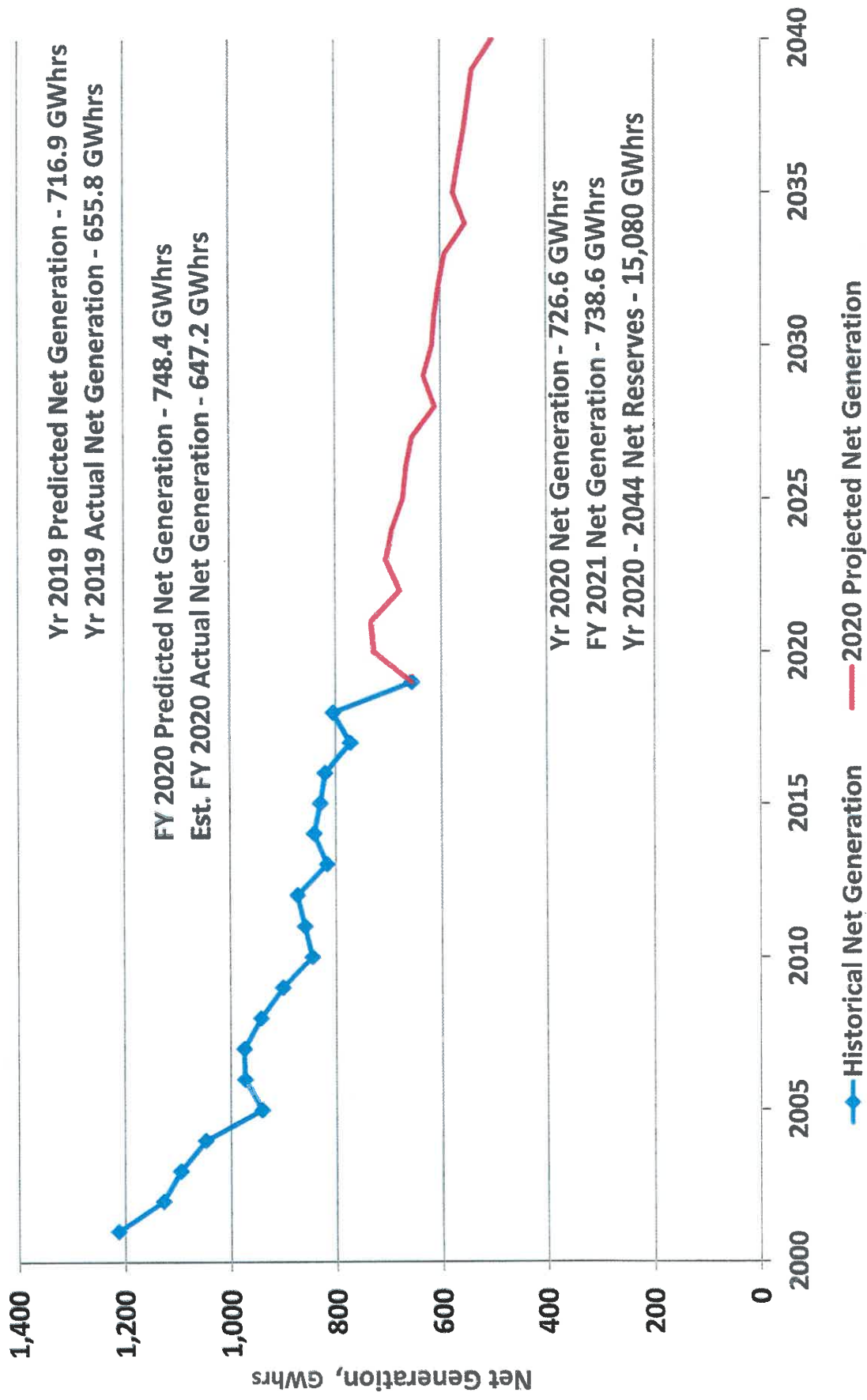
Historical and Projected Average Net Generation Level Combined NCPA Plants #1 & #2

Figure 14



Historical and Projected Net Generation Combined NCPA Plants #1 & #2

Figure 15



**Table 1. ANNUAL REPORT OF NCPA INJECTION AT THE GEYSERS STEAM FIELD
for Year 2019 (in 1000 Gallons)**

[illegible]

TABLE 2. GEOTHERMAL FACILITIES
Summary Table

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Generation (gross) (MWh)	916,437	926,368	936,868	886,004	922,995	903,299	887,299	833,211	874,403	711,902
(MW)	104.6	105.7	106.7	101.1	105.4	103.1	101.0	95.1	99.8	81.3
Generation (net) (MWh)	844,642	858,747	872,422	816,824	862,842	837,379	819,149	772,398	804,425	655,798
(MW)	96.4	98.0	99.3	93.2	98.5	95.6	93.3	88.2	91.8	74.9
Protocol (MW gross)	108	108	108	108	107	107	107	105	105	102
Steam Conversion (Lbs / Kw)	18.33	18.39	17.72	18.99	17.33	17.20	17.00	17.10	16.76	16.97
Steam Delivered (Billion Lbs)	16.8	17.035847	16.60	16.83	16.00	15.54	15.08	14.24	14.65	12.08
Load Flexibility (gross) Monthly High (MW)	109.07266	109	110	109	110	110	110	103.10	105.31	110.26
Monthly Low (MW)	62.638889	106	105	82	104	104	103	76.70	82.79	67.83
Injection Total (Billion Lbs)	17.45	16.66	16.22	17.96	12.39	14.86	21.21	15.78	13.19	13.57
Condensate (Billion Lbs)	4.96	4.79	5.00	4.21	4.62	4.20	4.94	4.64	4.36	3.86
Effluent (Billion Lbs)	12.13	11.82	11.18	13.75	7.77	12.50	16.27	11.13	8.83	9.71
Mass Replacement Annual (%)	103.9%	97.8%	97.7%	106.7%	77.5%	95.6%	140.6%	110.8%	90.0%	112.3%
Cumulative (%)	58.6%	59.8%	60.9%	62.2%	62.6%	63.4%	65.2%	66.2%	66.7%	67.5%
Wells Used For Injection	11	15	15	13	12	13	11	10	10	8
NCPA Micro-seismic Activity M_p ≥ 1.5	55	73	81	68	58	50	64	66	57	51
NCPA Micro-seismic Activity Maximum Magnitude Event	2.99	3.3	2.91	3.76	4.38	2.99	3.37	2.92	3.09	2.84
NCG Concentration (ppmw)	2,785	2,950	3,097	3,248	3,069	3,176	3,376	3,108	3,356	

Table 3
RESERVOIR PRESSURE
BY WELL 2020

WELL	PRESS	WELL	PRESS	WELL	PRESS	WELL	PRESS
A-3	82.5	D-1	75.0	H-1	80.8	P-1	
A-4	75.7	D-2	72.0	H-2	88.9	P-2	105.9
A-5	74.0	D-6	77.8	H-3	76.6	P-4	76.5
A-6	78.0	D-7	71.0	H-4		P-5	96.1
A-SITE	77.6	D-8	78.0	H-5	76.0	P-6	96.7
		D-SITE	74.0	H-SITE	80.6	P-7	75.3
B-2	77.3					P-8	99.8
B-3	75.1	E-1	73.4	J-2	78.9	P-9	
B-4	74.3	E-2	76.5	J-3	86.3	P-SITE	91.7
B-5	73.1	E-3	85.5	J-4	93.5		
B-6		E-4	72.9	J-5	114.7	Q-1	
B-SITE	75.0	E-5	74.8	J-SITE	93.4	Q-3	71.7
		E-6	74.4			Q-4	71.4
C-1	69.5	E-8				Q-5	75.9
C-2	67.5	E-SITE	76.6			Q-6	74.1
C-4	73.5			N-1	70.4	Q-7	74.8
C-5	72.4	F-1	73.0	N-2	71.0	Q-8	75.9
C-6	71.2	F-2	78.4	N-3	73.5	Q-9	80.7
C-7	72.5	F-3	76.0	N-4	73.0	Q-SITE	73.6
C-8	72.3	F-4		N-5	66.8		
C-9	69.0	F-5	79.6	N-6	69.8	Y-1	75.8
C-10	75.6	F-6	76.6	N-SITE	72.0	Y-2	71.4
C-SITE	71.5	F-7	74.1			Y-3	74.5
		F-SITE	76.3			Y-4	
						Y-5	
						Y-SITE	73.9

WELLS NOTED IN RED ARE ESTIMATED VALUES FROM PAST DATA

VALUES ARE FROM PRESSURE BUILD- UP TESTS
SHADED NUMBERS ARE FOR DATA OBTAINED FROM OTHER STATIC
PRESSURE OBSERVATIONS

64 WELLS TESTED AVE. WELL PRESS EQUALS 77.5 psig

AVE SITE PRESS EQUALS 78.0 psig

AVE. FLOWRATE = 29.6 kph at 46.6 psig

TABLE 4 NCG CONCENTRATIONS (PPMW) 2019 BY WELL, AND SITE AND PROJECT							
WELL		WELL		WELL		WELL	
A-3		D-1	4539	H-1	5281	P-1	
A-4	5472	D-2	1090	H-2	951	P-2	2528
A-5	2124	D-6	1891	H-3	5927	P-4	1741
A-6	2450	D-7		H-4		P-5	1432
A-SITE	3349	D-8	1977	H-5	3737	P-6	2485
		D-SITE	1805	H-SITE	3974	P-7	1634
B-2	4984					P-8	3372
B-3	4723	E-1	10393	J-2	4798	P-9	
B-4	4019	E-2	3189	J-3	1786	P-SITE	2198
B-5	3590	E-3	4356	J-4	3583		
B-6		E-4	4376	J-5	634	Q-1	
B-SITE	4329	E-5	8390	J-SITE	2700	Q-3	4161
		E-6	3314			Q-4	2068
C-1	2799	E-SITE	5670	N-1	953	Q-5	2164
C-2				N-2	896	Q-6	3358
C-4		F-1	759	N-3	708	Q-7	9455
C-5	12764	F-2	5402	N-4	352	Q-8	2344
C-6	5001	F-3	2371	N-5	3106	Q-9	1089
C-7	2283	F-4		N-6	2735	Q-A	
C-8	3190	F-5	1056	N-SITE	1458	Q-SITE	3520
C-9		F-6	1375				
C-A	503	F-7	2427			Y-1	4150
C-SITE	4423	F-SITE	2232			Y-2	5097
						Y-3	4155
						Y-4	4438
						Y-5	3715
						Y-SITE	4460
VALUES ARE FROM NCPA CHEM LAB ANALYSIS							
Number of wells samples wells sampled=						61	
AVG. WELL NCG =						3371	
AVG. SITE NCG =						3343	
NCG Flow Weighted Avg. =						3096	

2020 Generation - 25 Year Forecast
Table 5

Year	Total Geo Facilities		Plant #1		Plant #2	
	Gross	Net	Gross	Net	Gross	Net
	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr
2020	800.2	726.6	492.0	436.9	308.2	289.7
2021	818.9	731.7	472.2	407.4	346.7	324.3
2022	764.6	679.1	466.0	401.2	298.6	277.9
2023	795.5	704.5	463.8	395.1	331.8	309.4
2024	784.7	693.4	459.0	390.2	325.7	303.2
2025	759.2	672.4	448.1	383.3	311.0	289.1
2026	754.1	666.9	442.5	377.6	311.7	289.3
2027	742.4	655.2	436.9	372.1	305.5	283.1
2028	700.9	611.6	436.3	367.7	264.6	243.9
2029	723.6	632.8	429.8	361.4	293.8	271.4
2030	703.0	616.2	421.0	356.2	282.0	260.1
2031	699.0	611.8	416.0	351.1	283.0	260.6
2032	690.9	603.4	412.1	347.1	278.7	256.2
2033	682.6	592.0	409.6	341.4	273.0	250.6
2034	641.1	552.2	404.8	336.6	236.3	215.6
2035	662.7	575.3	396.8	332.0	265.9	243.3
2036	653.3	565.8	393.3	328.3	260.0	237.5
2037	642.8	555.5	387.8	323.0	255.0	232.6
2038	637.5	547.1	386.7	318.7	250.8	228.4
2039	629.2	538.8	382.4	314.4	246.8	224.4
2040	585.2	500.4	375.0	310.2	210.2	190.3
2041	611.8	524.3	371.9	306.9	239.8	217.3
2042	602.4	515.2	366.9	302.1	235.5	213.1
2043	598.0	507.7	366.0	298.2	231.9	209.5
2044	590.6	500.4	362.1	294.3	228.5	206.1

Notes:

1. Assumes 3 unit operation.
2. Steam Reserves: 293.0 Billion lb.
3. Gross Reserves: 17,274 GWhr
4. Net Reserves: 15,080 GWhr
5. Plant #1 Auxiliary Load is fixed at 7.5 MW.
Plant #2 Auxiliary Load is fixed at 2.58 MW.
6. Plant availability is 99.5% or a forced outage rate of 43.8 hrs per year.
7. See Table 5B for scheduled outages.

2020 Generation Capacity - 25 Year Forecast
Table 5A

Year	Plant #1		Plant #2		Total	
	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net
	Gen.	Gen.	Gen.	Gen.	Gen.	Gen.
	MW	MW	MW	MW	MW	MW
2020	55.4	47.9	39.7	37.3	95.1	85.2
2021	54.6	47.1	40.1	37.5	94.7	84.7
2022	53.9	46.4	34.3	31.9	88.2	78.3
2023	53.2	45.7	38.4	35.8	91.6	81.5
2024	52.5	45.0	37.6	35.0	90.1	80.0
2025	51.8	44.3	36.8	34.2	88.6	78.6
2026	51.2	43.7	36.1	33.5	87.2	77.2
2027	50.5	43.0	35.3	32.8	85.9	75.8
2028	49.9	42.4	30.3	27.9	80.2	70.3
2029	49.3	41.8	34.0	31.4	83.3	73.2
2030	48.7	41.2	33.4	30.8	82.1	72.0
2031	48.1	40.6	32.7	30.2	80.9	70.8
2032	47.5	40.0	32.2	29.6	79.7	69.6
2033	47.0	39.5	31.6	29.0	78.6	68.5
2034	46.4	38.9	27.1	24.8	73.6	63.7
2035	45.9	38.4	30.5	27.9	76.4	66.3
2036	45.4	37.9	30.0	27.4	75.4	65.3
2037	44.9	37.4	29.5	26.9	74.4	64.3
2038	44.4	36.9	29.0	26.4	73.4	63.3
2039	43.9	36.4	28.6	26.0	72.4	62.3
2040	43.4	35.9	24.6	22.2	68.0	58.1
2041	42.9	35.4	27.7	25.1	70.6	60.5
2042	42.4	34.9	27.2	24.7	69.7	59.6
2043	42.0	34.5	26.8	24.2	68.8	58.7
2044	41.5	34.0	26.4	23.8	68.0	57.9

* Average generation levels plants are capable of achieving.

2020 Scheduled Outages - 25 Year Forecast
Table 5B

Year	Plant #1		Plant #2
	Unit 1 Scheduled Outages hrs	Unit 2 Scheduled Outages hrs	Unit 4 Scheduled Outages hrs
2020	184	270	1188
2021	72	72	72
2022	72	72	1008
2023	72	72	72
2024	72	72	72
2025	672	672	72
2026	72	72	72
2027	72	72	72
2028	72	72	1008
2029	72	72	72
2030	72	72	72
2031	672	672	72
2032	72	72	72
2033	72	72	72
2034	72	72	1008
2035	72	72	72
2036	72	72	72
2037	672	672	72
2038	72	72	72
2039	72	72	72
2040	72	72	1008
2041	72	72	72
2042	72	72	72
2043	672	672	72
2044	72	72	72

Note: Plant #2 out in Yr 2020 for excessive turbine vibration.
 Replaced turbine rotor & repaired diaphragms in April 2020.

2020 Generation - 5 Year Forecast

Table 6

Date	Total Geo Facilities		Plant #1		Plant #2	
	Gross	Net	Gross	Net	Gross	Net
	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr
Jan-20	48.6	46.5	12.0	11.7	36.6	34.8
Feb-20	55.7	52.8	37.0	35.0	18.7	17.7
Mar-20	74.7	69.5	50.8	47.0	23.9	22.5
Apr-20	56.8	51.2	56.8	51.2	0.0	0.0
May-20	74.0	67.6	53.4	48.3	20.5	19.4
Jun-20	69.1	61.9	39.7	34.3	29.4	27.6
Jul-20	71.3	63.8	41.0	35.4	30.3	28.4
Aug-20	71.2	63.7	40.9	35.4	30.3	28.4
Sep-20	68.8	61.6	39.6	34.2	29.3	27.4
Oct-20	70.6	63.2	40.6	35.1	30.0	28.1
Nov-20	68.6	61.4	39.5	34.1	29.1	27.3
Dec-20	70.8	63.3	40.7	35.2	30.1	28.1
Jan-21	70.7	63.2	40.7	35.1	30.0	28.1
Feb-21	63.8	57.0	36.7	31.7	27.0	25.3
Mar-21	67.6	60.3	40.6	35.1	27.0	25.3
Apr-21	64.2	57.5	35.3	30.5	28.9	27.0
May-21	70.3	62.8	40.5	35.0	29.8	27.9
Jun-21	67.9	60.7	39.2	33.8	28.8	26.9
Jul-21	70.1	62.6	40.4	34.9	29.7	27.7
Aug-21	70.0	62.5	40.4	34.8	29.6	27.7
Sep-21	67.6	60.4	39.0	33.7	28.6	26.7
Oct-21	69.8	62.3	40.3	34.7	29.5	27.6
Nov-21	67.4	60.2	38.9	33.6	28.5	26.6
Dec-21	69.6	62.1	40.2	34.6	29.4	27.5
Jan-22	69.5	62.0	40.2	34.6	29.3	27.4
Feb-22	62.7	55.9	36.2	31.2	26.4	24.7
Mar-22	40.1	34.5	40.1	34.5	0.0	0.0
Apr-22	49.0	42.3	34.8	30.0	14.1	12.3
May-22	69.1	61.6	40.0	34.4	29.1	27.2
Jun-22	66.8	59.5	38.6	33.3	28.1	26.3
Jul-22	68.9	61.4	39.9	34.3	29.0	27.1
Aug-22	68.8	61.3	39.8	34.3	29.0	27.0
Sep-22	66.5	59.3	38.5	33.1	28.0	26.1
Oct-22	68.6	61.1	39.8	34.2	28.9	26.9
Nov-22	66.3	59.1	38.4	33.1	27.9	26.0
Dec-22	68.4	60.9	39.7	34.1	28.7	26.8
Jan-23	68.3	60.9	39.6	34.1	28.7	26.8
Feb-23	61.6	54.9	35.7	30.7	25.9	24.1
Mar-23	65.4	58.1	39.5	34.0	25.8	24.1
Apr-23	65.8	55.3	38.2	29.6	27.6	25.8
May-23	68.0	60.5	39.5	33.9	28.5	26.6
Jun-23	65.7	58.4	38.1	32.8	27.5	25.7
Jul-23	67.8	60.3	39.4	33.8	28.4	26.5
Aug-23	67.7	60.2	39.3	33.8	28.3	26.4
Sep-23	65.4	58.2	38.0	32.6	27.4	25.5
Oct-23	67.5	60.0	39.2	33.7	28.2	26.3
Nov-23	65.2	58.0	37.9	32.6	27.3	25.4
Dec-23	67.3	59.8	39.2	33.6	28.1	26.2
Jan-24	67.2	59.7	39.1	33.6	28.1	26.2
Feb-24	62.8	55.8	36.5	31.4	26.2	24.4
Mar-24	64.3	57.0	39.0	33.5	25.3	23.5
Apr-24	64.8	54.3	37.7	29.1	27.0	25.2
May-24	66.8	59.4	39.0	33.4	27.9	26.0
Jun-24	64.6	57.4	37.6	32.3	26.9	25.1
Jul-24	66.6	59.2	38.9	33.3	27.8	25.9
Aug-24	66.6	59.1	38.8	33.3	27.7	25.8
Sep-24	64.3	57.1	37.5	32.1	26.8	24.9
Oct-24	66.4	58.9	38.7	33.2	27.6	25.7
Nov-24	64.1	56.9	37.4	32.1	26.7	24.9
Dec-24	66.2	58.7	38.6	33.1	27.5	25.6

2020 Generation Capacity - 5 Year Forecast*
Table 6A

Year	Plant #1		Plant #2		Total	
	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net
	Gen. MW	Gen. MW	Gen. MW	Gen. MW	Gen. MW	Gen. MW
Jan-20	55.7	48.2	49.2	46.8	104.9	95.0
Feb-20	55.7	48.2	26.9	25.5	82.5	73.6
Mar-20	55.6	48.1	32.1	30.3	87.7	78.4
Apr-20	55.5	48.0	41.2	38.6	96.8	86.7
May-20	55.5	48.0	41.2	38.6	96.6	86.5
Jun-20	55.4	47.9	41.1	38.5	96.5	86.4
Jul-20	55.3	47.8	41.0	38.4	96.3	86.2
Aug-20	55.3	47.8	40.9	38.3	96.2	86.1
Sep-20	55.2	47.7	40.8	38.2	96.1	86.0
Oct-20	55.2	47.7	40.8	38.2	95.9	85.8
Nov-20	55.1	47.6	40.7	38.1	95.8	85.7
Dec-20	55.0	47.5	40.6	38.0	95.6	85.5
Jan-21	55.0	47.5	40.5	37.9	95.5	85.4
Feb-21	54.9	47.4	40.4	37.9	95.4	85.3
Mar-21	54.9	47.4	40.4	37.8	95.2	85.1
Apr-21	54.8	47.3	40.3	37.7	95.1	85.0
May-21	54.7	47.2	40.2	37.6	95.0	84.9
Jun-21	54.7	47.2	40.1	37.6	94.8	84.7
Jul-21	54.6	47.1	40.1	37.5	94.7	84.6
Aug-21	54.5	47.0	40.0	37.4	94.5	84.4
Sep-21	54.5	47.0	39.9	37.3	94.4	84.3
Oct-21	54.4	46.9	39.8	37.3	94.3	84.2
Nov-21	54.4	46.9	39.8	37.2	94.1	84.0
Dec-21	54.3	46.8	39.7	37.1	94.0	83.9
Jan-22	54.2	46.7	39.6	37.0	93.9	83.8
Feb-22	54.2	46.7	39.6	37.0	93.7	83.6
Mar-22	54.1	46.6	0.0	0.0	54.1	46.6
Apr-22	54.1	46.6	19.7	17.1	73.8	63.7
May-22	54.0	46.5	39.3	36.7	93.3	83.2
Jun-22	53.9	46.4	39.3	36.7	93.2	83.1
Jul-22	53.9	46.4	39.2	36.6	93.1	83.0
Aug-22	53.8	46.3	39.1	36.5	92.9	82.9
Sep-22	53.8	46.3	39.0	36.5	92.8	82.7
Oct-22	53.7	46.2	39.0	36.4	92.7	82.6
Nov-22	53.6	46.1	38.9	36.3	92.5	82.5
Dec-22	53.6	46.1	38.8	36.2	92.4	82.3
Jan-23	53.5	46.0	38.8	36.2	92.3	82.2
Feb-23	53.5	46.0	38.7	36.1	92.2	82.1
Mar-23	53.4	45.9	38.6	36.0	92.0	81.9
Apr-23	53.4	45.9	38.6	36.0	91.9	81.8
May-23	53.3	45.8	38.5	35.9	91.8	81.7
Jun-23	53.2	45.7	38.4	35.8	91.7	81.6
Jul-23	53.2	45.7	38.4	35.8	91.5	81.4
Aug-23	53.1	45.6	38.3	35.7	91.4	81.3
Sep-23	53.1	45.6	38.2	35.6	91.3	81.2
Oct-23	53.0	45.5	38.1	35.6	91.1	81.1
Nov-23	52.9	45.4	38.1	35.5	91.0	80.9
Dec-23	52.9	45.4	38.0	35.4	90.9	80.8
Jan-24	52.8	45.3	37.9	35.3	90.8	80.7
Feb-24	52.8	45.3	37.9	35.3	90.6	80.6
Mar-24	52.7	45.2	37.8	35.2	90.5	80.4
Apr-24	52.7	45.2	37.7	35.1	90.4	80.3
May-24	52.6	45.1	37.7	35.1	90.3	80.2
Jun-24	52.5	45.0	37.6	35.0	90.2	80.1
Jul-24	52.5	45.0	37.5	35.0	90.0	79.9
Aug-24	52.4	44.9	37.5	34.9	89.9	79.8
Sep-24	52.4	44.9	37.4	34.8	89.8	79.7
Oct-24	52.3	44.8	37.3	34.8	89.7	79.6
Nov-24	52.3	44.8	37.3	34.7	89.5	79.4
Dec-24	52.2	44.7	37.2	34.6	89.4	79.3

* Average generation levels plants are capable of achieving.

TABLE 7
2020 FORECAST OF GEOTHERMAL PRODUCTION AND
INJECTION

TIME STEP	DATE			
		STEAM PROD. BLBS	COND INJ BLBS	WATER INJ BLBS
1	2020	13.9	4.4	15.0
2	2021	13.7	4.4	14.9
3	2022	13.5	4.3	14.8
4	2023	13.2	4.2	14.7
5	2024	13.0	4.2	14.7
6	2025	12.8	4.1	14.6
7	2026	12.6	4.0	14.6
8	2027	12.5	4.0	14.5
9	2028	12.3	3.9	14.4
10	2029	12.1	3.9	14.4
11	2030	11.9	3.8	14.3
12	2031	11.8	3.8	14.3
13	2032	11.6	3.7	14.2
14	2033	11.4	3.7	14.2
15	2034	11.3	3.6	14.1
16	2035	11.1	3.6	14.1
17	2036	11.0	3.5	14.0
18	2037	10.9	3.5	14.0
19	2038	10.7	3.4	13.9
20	2039	10.6	3.4	13.9
21	2040	10.5	3.3	13.9
22	2041	10.3	3.3	13.8
23	2042	10.2	3.3	13.8
24	2043	10.1	3.2	13.7
25	2044	10.0	3.2	13.7

NOTES :

1. CUM. PRODUCTION AND INJECTION 1983-2019 682.9 Billion Lbs Steam
461.3 Billion Lbs Water
2. TOTAL WATER IS CONDENSATE + EFFLUENT + LAKE + POND
3. FUTURE STEAM PRODUCTION 2020-2044 = 293.0 Billion Lbs
4. FUTURE WATER INJECTION 2020-2044 = 356.5 Billion Lbs



16

Commission Staff Report

May 19, 2020

COMMISSION MEETING DATE: May 28, 2020

SUBJECT: Admission of the Port of Oakland as a new Amended and Restated Market Purchase Program Agreement Participant

AGENDA CATEGORY: Consent

FROM:	Tony Zimmer <i>JZ</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Power Management	<i>If other, please describe:</i>
Department:	Power Management	

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:

Staff is recommending the Northern California Power Agency (NCPA) Commission approve Resolution 20-46 authorizing the Port of Oakland to become a Participant as defined under the Amended and Restated Market Purchase Program Agreement (MPP Agreement), upon Port of Oakland's execution of the MPP Agreement.

BACKGROUND:

Pursuant to the MPP Agreement, NCPA may act on behalf of MPP Agreement Participants to transact energy and energy related commodities. The Port of Oakland has expressed its desire to become a MPP Agreement Participant.

DISCUSSION:

Section 11.1 of the MPP Agreement states that a Member may execute the MPP Agreement and become a MPP Agreement Participant provided that such joinder is approved by the NCPA Commission. Upon becoming a MPP Participant, Port of Oakland will participate in the program pursuant to the terms and conditions as set forth in the MPP Agreement.

FISCAL IMPACT:

NCPA's administrative costs for development and administration of the MPP Agreement will be allocated to Members in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

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 May 6, 2020 and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Resolution 20-46

RESOLUTION 20-46

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING ADMISSION OF THE PORT OF OAKLAND AS A NEW AMENDED AND
RESTATED MARKET PURCHASE PROGRAM AGREEMENT PARTICIPANT**

(reference Staff Report #161:20)

WHEREAS, pursuant to the Amended and Restated Market Purchase Program Agreement (MPP Agreement), NCPA may act on behalf of MPP Agreement Participants to transact energy and energy related commodities; and

WHEREAS, Port of Oakland has expressed its desire to become a MPP Agreement Participant; and

WHEREAS, Section 11.1 of the MPP Agreement states that a Member may execute the MPP Agreement and become a MPP Agreement Participant provided that such joinder is approved by the NCPA Commission; and

WHEREAS, upon becoming a MPP Participant, Port of Oakland will participate in the program pursuant to the terms and conditions as set forth in the MPP Agreement; and

WHEREAS, NCPA's administrative costs for development and administration of the MPP Agreement will be allocated to Members in accordance with approved cost allocation methodologies as described in the NCPA annual budget; 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.

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts and approves the Port of Oakland as a new Participant as defined under the Amended and Restated Market Purchase Program Agreement, upon Port of Oakland's execution of the Amended and Restated Market Purchase Program Agreement.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020, 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



Commission Staff Report

Date: May 19, 2020

COMMISSION MEETING DATE: May 28, 2020

SUBJECT: NCPA Wildfire Mitigation Plan Assessment Report and Revisions; Applicable to the following projects: All NCPA Facilities

AGENDA CATEGORY: Discussion/Action

FROM:	Joel Ledesma <i>J.P.</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Generation 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"/>
<i>If other, please specify</i>		
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RECOMMENDATION:

Approve Resolution 20-43 for the NCPA 2020 Wildfire Mitigation Plan, with updated revisions based on the qualified independent evaluators recommendations.

BACKGROUND:

Public Utilities Code, Division 4.1, Chapter 6 Wildfire Mitigation, Code 8387 requires electric utilities to assess the risk of catastrophic wildfire posed by a utility's overhead electrical lines and equipment. In response to this requirement, NCPA created its Wildfire Mitigation Plan, to reduce the risk of NCPA facilities igniting wildfire, including identifying preventative maintenance procedures and practices. The NCPA Wildfire Mitigation Plan was approved in the December 5, 2019 Commission Meeting.

As required in Section 8 of NCPA's Wildfire Mitigation Plan, NCPA must contract with a qualified independent evaluator to review and assess the comprehensiveness of the plan. The assessment report must be presented at a NCPA Commission meeting and posted to the NCPA website. NCPA hired Dudek to complete this evaluation.

NCPA is now seeking Commission approval of the NCPA 2020 Wildfire Mitigation Plan, to include the recommendations provided by the qualified independent evaluator, revise the Wildfire Mitigation Plan from Version 1.0 to 1.1 to reflect recommendations, and post the Wildfire Mitigation Plan 1.1 to NCPA Website.

FISCAL IMPACT:

Any expenses associated with the preventative maintenance procedures and practices included in the plan are already covered in previously approved Plant budgets. The plan also includes investigation of potential risk reduction measures that, if implemented, may require additional budget dollars. Those amounts are not known or established at this time.

ENVIRONMENTAL ANALYSIS:

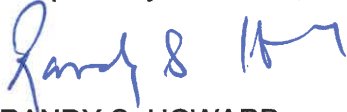
Work associated with this Project is categorically exempt under Class 1, 3, 4, and 11 Exemptions under CEQA guidelines 15301(b), 15303, 15304, and 15311 and is therefore categorically exempt from CEQA. Class 1 is the "existing facilities" exemption, which includes the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use. Class 3 is installation of small new equipment and facilities in small structures; Class 4 is minor alterations in the condition of the land; and, Class 11 is construction or placement of minor structures accessory to existing facilities. All necessary Federal, State and County notifications will be made before commencing the work.

A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, for this class of work and was filed in Lake and Sonoma Counties, and in Alpine, Calaveras, San Joaquin, and Tuolumne Counties.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on May 6, 2020, and was recommended for Commission approval as a Discussion/Action Item.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", is written over the typed name.

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- NCPA Wildfire Mitigation Plan

RESOLUTION 20-43

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING NCPA WILDFIRE MITIGATION PLAN REVISIONS

(reference Staff Report #158:20)

WHEREAS, Public Utilities Code, Division 4.1, Chapter 6 Wildfire Mitigation Code 8387 requires electric utilities to assess the risk of catastrophic wildfire posed by a utility's overhead electrical lines and equipment; and

WHEREAS, California Senate Bill 901, passed on September 21, 2018, further stipulates additional and more prescriptive plan requirements must be met beginning on January 1, 2020; and

WHEREAS, NCPA's Wildfire Mitigation Plan was approved by the NCPA Commission at its December 5, 2019 meeting (SR: 233:19; Reso: 19-100); and

WHEREAS, as required in Section 8 of the Wildfire Mitigation Plan, NCPA hired an outside consultant to review and assess the comprehensiveness of this Wildfire Mitigation Plan, including recommended updates to the plan; and

WHEREAS, work associated with this Project is categorically exempt under Class 1, 3, 4, and 11 Exemptions under CEQA guidelines 15301(b), 15303, 15304, and 15311 and is therefore categorically exempt from CEQA. Class 1 is the "existing facilities" exemption, which includes the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use. Class 3 is installation of small new equipment and facilities in small structures; Class 4 is minor alterations in the condition of the land; and, Class 11 is construction or placement of minor structures accessory to existing facilities. All necessary Federal, State and County notifications will be made before commencing the work. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, for this class of work and was filed in Lake and Sonoma Counties, and in Alpine, Calaveras, San Joaquin, and Tuolumne Counties; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves the NCPA 2020 Wildfire Mitigation Plan with updated revisions based on the qualified independent evaluators recommendations.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020, 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	_____	_____	_____

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

NORTHERN CALIFORNIA POWER AGENCY WILDFIRE MITIGATION PLAN

VERSION 1.1

VERSION HISTORY

Version 1.0 - NCPA Commission approved on December 5, 2019 per Resolution 19-100

Version 1.1 – NCPA Commission approved with qualified independent evaluator recommendations (evaluation report for public review included in appendix) issue May 28, 2020 per Resolution 20-xyz

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EXECUTIVE SUMMARY

Northern California Power Agency (NCPA) has prepared the following Wildfire Mitigation Plan (WMP) in accordance with California Public Utilities Commission (CPUC) regulation 8387 (SB 901). NCPA is a Joint Powers Agency, which owns and operates several electrical generation facilities to support its members' generation needs.

The objective of this WMP is to reduce the risk of wildfires that could be ignited or propagated by NCPA electrical equipment or facilities in high fire threat locations. The plan describes the range of activities that NCPA is taking to mitigate the threat of power line-ignited wildfires, including its current programs, policies, and procedures as well as future plans to decrease risk and improve resiliency. The plan has prioritized the prevention of elements that create a wildfire event: 1) fuel, or geographic conditions represented by the California Department of Forestry and Fire Protection (CAL FIRE) and the CPUC risk maps, and 2) ignition, represented by facilities subject to creating a fire. The facility types of highest interest are open wire power lines (transmission and distribution) that are near heavy vegetation or forest.

NCPA has no retail customers. As such, this report focuses exclusively on NCPA electrical facilities with minimal discussion regarding customer communication typical of other utility WMPs.

1. OVERVIEW

1.A. POLICY STATEMENT

The Northern California Power Agency (NCPA), a California Joint Action Agency, has an overarching goal to provide safe, reliable, and economic electric service to its public power members and associate members. To meet this goal, NCPA constructs, maintains, and operates its equipment in a manner that minimizes the risk of wildfire ignition and propagation caused by NCPA-owned and -operated electric utility equipment (generation, generation tie-lines, and distribution).

1.B. PURPOSE OF THE WILDFIRE MITIGATION PLAN

The objective of this Wildfire Mitigation Plan (WMP) is to reduce the risk of wildfires that could be ignited or propagated by NCPA electrical equipment or facilities in high fire threat locations.

The plan describes the range of activities that NCPA is taking to mitigate the threat of power line-ignited wildfires, including its current programs, policies, and procedures as well as future plans to decrease risk and improve resiliency. This plan is subject to direct supervision by the NCPA Commission and is implemented by the NCPA General Manager. This plan complies with the requirements of Public Utilities Code section 8387 (origin SB-901) for publicly owned electric utilities to prepare a wildfire mitigation plan by January 1, 2020, and to review and update it annually thereafter.

Historically, NCPA has continuously improved its practices to minimize wildfire risks. This includes:

- A transmission line vegetation management program that is compliant with North American Electric Reliability Corporation Standard FAC-003 and CAL FIRE regulations
- Compliance with CAL FIRE and California Public Utilities Commission regulations and guidance for overhead distribution and transmission lines
- CAL FIRE emergency response plans
- Power management/dispatch response procedures
- Periodic equipment inspections and safe work practices
- Workforce training

This WMP is in response to the requirements of California Senate Bill 901 (SB-901). It supersedes a prior plan drafted and approved prior to SB-901, specifically pursuant to Public Utilities Code, Division 4.1, Chapter 6 Wildfire Mitigation (effective January 1, 2017).

In 2019, NCPA initiated the development of this current WMP. NCPA hired POWER Engineers (POWER) to evaluate NCPA's electrical facilities, processes, and documentation based on the design, configuration, operations, maintenance, and condition of NCPA facilities in relation to their potential to initiate a wildfire event. The evaluation included consideration of NCPA system descriptions, record design/construction documents, typical facilities layouts, basic fire protection system features, data sheets, inspection practices and procedures, baseline vegetation conditions, potential climate change effects, vegetation management practices, fire threat and hazard maps, and other documentation.

The investigation also included limited on-site surveys for better understanding of the general design, configuration, and condition of NCPA equipment and the surrounding environment for identification of associated risks.

POWER then prepared a wildfire mitigation report with prioritized recommendations for potential improvement. The analysis and recommendations of that report formed the basis for development of site-specific implementation plans with action items scheduled on the basis of risk and cost. These plans provide guidance for NCPA to identify, correct, remediate, or employ new or better methods to be prepared for, reduce, and eliminate the risk of wildfires in and around NCPA facilities. The conclusions of the wildfire mitigation report also helped inform the development of this WMP.

1.B.1. COORDINATION WITH LOCAL AGENCIES

NCPA's local coordination efforts related to wildfire mitigation include regular meetings for its Emergency Action Plan process. For example, the NCPA Hydroelectric facility hosts an annual face-to-face meeting with local emergency management agencies including: the U.S. Forest Service; CAL FIRE; sheriff departments for Calaveras, Tuolumne, and Alpine Counties; California Highway Patrol; California Department of Parks and Recreation (Calaveras Big Trees State Park); and others. In addition, a separate annual meeting is held with the U.S. Forest Service, since many NCPA Hydroelectric facilities are located on U.S. Forest Service lands. Wildfire mitigation is one of the agenda items that is always explicitly discussed.

The NCPA Hydroelectric and Geothermal facilities also coordinate vegetation management activities with CAL FIRE and routinely utilize CAL FIRE (in cooperation with California Department of Corrections Conservation Fire Camp labor) for vegetation management and wildfire mitigation around the facilities. Additionally, NCPA Geothermal facility staff meet annually with Pacific Gas and Electric (PG&E), Calpine (operator of other geothermal facilities at the Geysers), CAL FIRE, the Bureau of Land Management, and Lake County Sanitation District.

1.C. ORGANIZATION OF THE WILDFIRE MITIGATION PLAN

This WMP includes the following elements:

- Objectives of the plan
- Roles and responsibilities for carrying out the plan
- Identification of key wildfire risks and risk drivers
- Description of wildfire prevention, mitigation, and response strategies and programs
- Metrics for evaluating the performance of the plan and identifying areas for improvement
- Review and validation of the plan
- Timelines

2. GOALS

2.A. MINIMIZING SOURCES OF IGNITION

The primary goal of this WMP is to minimize the probability that NCPA's transmission and distribution system may be the origin or contributing source for the ignition of a fire. NCPA's priorities include facility improvement projects as well as continued and improved inspection, maintenance, and vegetation management practices. NCPA has evaluated and will continue to evaluate and implement prudent and cost-effective improvements to its physical assets, operations, and training that can help to meet this objective.

2.B. RESILIENCY OF THE ELECTRIC GRID

The secondary goal of this WMP is to improve the resiliency of the electric grid. As part of the development of this plan, NCPA has assessed and will continue to assess new industry practices and technologies that will reduce the likelihood of an interruption (frequency) in service and improve the restoration (duration) of service.

2.C. IDENTIFYING UNNECESSARY OR INEFFECTIVE ACTIONS

The final goal for this WMP is to measure the effectiveness of specific wildfire mitigation strategies. Where a particular action, program component, or protocol is determined to be unnecessary or ineffective, NCPA will assess whether a modification or replacement is merited. This plan will also help determine if more cost-effective measures would produce the same or improved results.

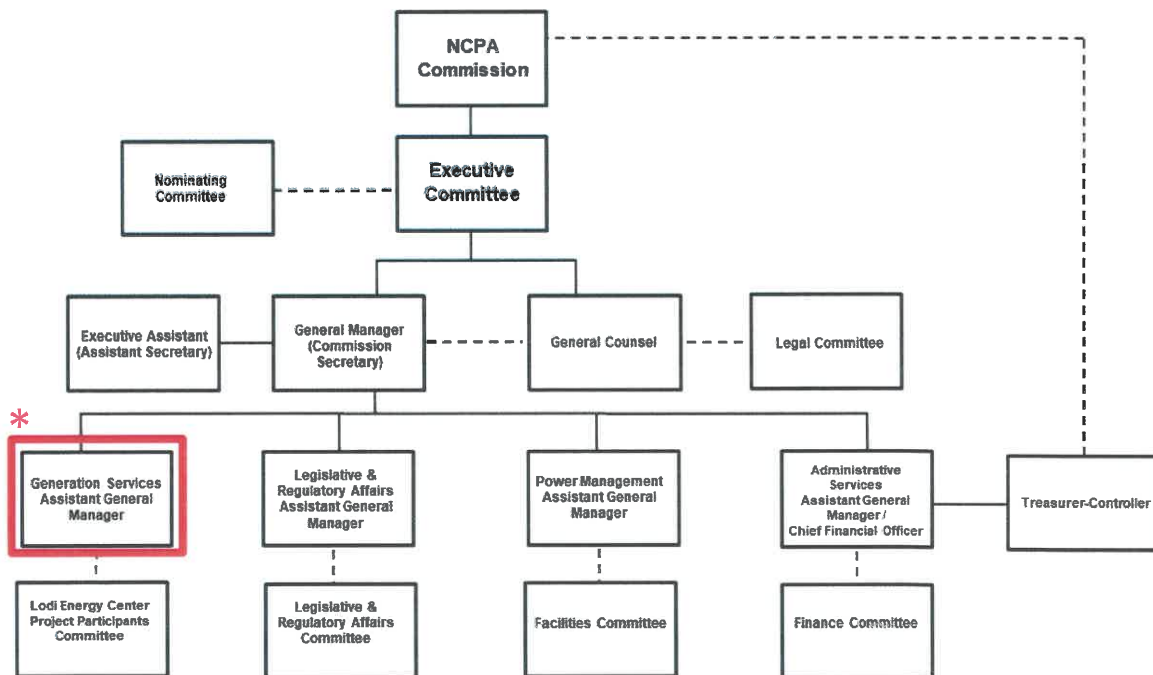
NCPA's current and planned wildfire risk mitigation activities will be formally reviewed annually according to this WMP regarding the effectiveness of ongoing practices, investigation of new technologies, and changing climate and ground conditions to continually prioritize the highest value activities for fire risk mitigation.

3. ROLES AND RESPONSIBILITIES

3.A. UTILITY GOVERNANCE STRUCTURE

NCPA is governed by a Commission that maintains several committees, including an Executive Committee, a Nominating Committee, a Legal Committee, a Legislative & Regulatory Affairs Committee, a Facilities Committee, and a Finance Committee. The Executive Committee includes a Chair, Vice Chair, and seven at-large representatives.

Among its approximately 160 employees, NCPA has an internal management team, including a General Manager; an Assistant General Manager for Legislative & Regulatory Affairs; an Assistant General Manager for Power Management; an Assistant General Manager for Generation Services; an Assistant General Manager for Finance & Administrative Services; a General Counsel; and an Executive Assistant & Assistant Secretary to the Commission.



*The red box above indicates the responsible department of the North Fork Stanislaus Hydroelectric Project (Hydro) and Geyser's Geothermal (Geo) Projects. NCPA Plant managers serve under the Generation Services General Manager.

3.B. WILDFIRE PREVENTION

NCPA's organizational responsibilities with respect to wildfire mitigation correspond to its two main facility locations that reside in high fire threat areas: the North Fork Stanislaus Hydroelectric Project (Hydro) and Geyser's Geothermal (Geo) Projects. Hydro and Geothermal plant managers have responsibility for operations at each respective generating facility. The plant supervisors at each location are responsible for the workforce training and execution of all policies and procedures related to fire risks, equipment design, maintenance, inspection, vegetation management, and operations for all activities at their facilities.

The NCPA Dispatch Center in Roseville, under the direction of the Assistant General Manager for Power Management, has jurisdictional and operational responsibilities for the generator tie lines, including procedures for Operating Instructions and Emergency Assistance (NCPA-PM-108) and Emergency Operating Guidelines for the Collierville-Bellota 230 kV Lines (NCPA-PM-201).

Under the direction of the Assistant General Manager for Generation Services, the plant managers are responsible for implementation and execution of the WMP with respect to their facilities (see notes in Section 3A, Governance Structure Diagram). In coordination with the NCPA Dispatch Center, the plant managers coordinate activities with internal and external entities necessary to operate and react to wildfire activity.

Additionally, all NCPA employees are responsible for:

- Performing good housekeeping practices
- Maintaining their work areas free of potentially flammable materials
- Participating in fire prevention and suppression training as required

3.C. WILDFIRE RESPONSE AND RECOVERY

The objective of crisis management is to provide direction for rapid performance of hazard assessment, prioritization, notification, and applicable actions. NCPA has evaluated potential hazards in the work environment and surrounding areas and has worked with local authorities to develop emergency response plans for each facility that address mitigation of hazards and effective response. The goals are to protect personnel, the public, the environment, and the assets of NCPA.

NCPA utilizes a number of resources to communicate emergency or hazardous conditions to personnel (including non-NCPA personnel) at geothermal plants, powerhouses, and associated facilities and locations. These resources include two-way radio communications equipment, cell phones, satellite phones, telephone landlines, email, and the Internet.

The agency maintains separate emergency response plans for Geothermal and Hydro generation projects. The plans provide guidance and emergency resources for: fire events, unplanned, sudden or non-sudden hazardous materials/waste releases, air emissions exceedances, natural or manmade disasters (earthquakes, floods, bomb threats, or suspected terrorist or sabotage events, etc.), or emergency hazards.

Any accident or incident requiring emergency response and support from external agencies shall be reported to the appropriate NCPA plant supervisor. The type and severity of the event(s) shall determine the appropriate response and course of action.

The NCPA Dispatch Center is the main point of contact for PG&E on any public safety power shutoff (PSPS) notification affecting any of NCPA's or members' generation and member loads. The NCPA Dispatch Center's responsibility is to provide relevant PG&E PSPS notification to affected members based on phone messages or emails received from PG&E through its Everbridge mass notification system. The NCPA Dispatch Center will also follow up on the Everbridge PSPS notifications with information on any planned power shutoff events based on PG&E's PSPS websites or direct PG&E communication where current and real-time information is available.

3.D. COORDINATION WITH WATER UTILITIES/DEPARTMENT

The power from the NCPA generation facilities is delivered to the California Independent System Operator (CAISO) grid. Unlike a typical public utility, NCPA does not have a defined service territory nor does NCPA deliver or provide power directly to any water utilities. However, the NCPA Hydroelectric Project does transport and deliver water owned by two (2) water utilities through infrastructure (dams and tunnels) operated by NCPA. One of those entities, the Calaveras County Water District (CCWD) owns the hydro facilities that NCPA operates to deliver this water. The Utica Water and Power Authority (UWPA) also receives some of their water through the same facilities. It is important to note that neither curtailment of NCPA generation facilities nor de-energization of the NCPA powerlines has any impact on the abilities of CCWD or UWPA to obtain water. NCPA routinely communicates and coordinates with CCWD and UWPA, and both entities are included on communication flow charts for the relevant emergency plans, such as the Emergency Response Plans.

3.E. COORDINATION WITH COMMUNICATION INFRASTRUCTURE PROVIDERS

NCPA does not provide power directly to any communication infrastructure providers and therefore does not routinely coordinate or communicate with communication infrastructure providers related to wildfire mitigation or power outages.

3.F. MUTUAL AID AGREEMENTS

NCPA members are uniquely and ideally qualified to assist with the emergency replacement of poles and wires that are necessary to return electric distribution and communication facilities to normal operating condition. However, mutual aid agreements have also long been utilized by publicly owned utilities during times of need. These agreements are usually formed and exercised among neighboring utilities as proximity allows for quick response and less travel expenses. Additionally, mutual aid agreements that have a broader geographical reach, allowing for the provision of aid from utilities across the state or nation, can provide better protection from large regional events that may result in neighboring utilities having to respond to the same emergency events. NCPA is a member of the California Utilities Emergency

Association, which plays a key role in ensuring communications between utilities during emergencies and maintains a mutual aid agreement for its members. As a member of the American Public Power Association (APPA), NCPA and its members can also authorize APPA mutual aid agreements.

4. WILDFIRE RISKS AND DRIVERS

NCPA electrical infrastructure consists of the following facilities that are in Moderate to Very High CAL FIRE Hazard Severity Zones (2009) and/or Tier 2/3 CPUC Fire Threat Zones (2018). See Appendix 1.

NCPA Project	NCPA Facility	Cal Fire Hazard Severity Zone (2009)			CPUC Fire Threat Zone (2018)	
		Moderate	High	Very High	Tier 2	Tier 3
North Fork Stanislaus Hydroelectric Project (Hydro)	Collierville Powerhouse 11523 Camp 9 Rd., Murphys, CA	-	-	X	X	-
	New Spicer Meadows Powerhouse 38.393735, -	-	-	X	-	-
	McKay's Point Diversion Dam	-	-	X	-	X
	McKay's 17kV Service Line	-	-	600 ft.	-	600 ft.
	Beaver Creek 38°14'02.94" N 120°16'43.50" W	-	-	X	-	X
	Collierville-Bellota 230kV Gen-	10 miles	11 miles	15 miles	25 miles	-
Geysers Geothermal	Plant 1, Middletown, CA	-	-	X	-	X
	Plant 2, Middletown, CA	-	-	X	-	X
	230 kV Gen-Tie Line	-	-	2.5 miles	-	2.5 miles
	Effluent Pump System and 21 kV Service Line	-	-	3 miles	-	3 miles
	Steam Field and Delivery (includes	-	-	8 miles	-	8 miles

NCPA is also a 6.13% co-tenant of the Castle Rock Junction-Lakeville 230 kV Transmission Line in the Geysers area. This line is located in a Tier 3 CPUC Fire Threat Zone and is operated and maintained by PG&E; it is included within the scope of the PG&E Wildfire Mitigation Plan.

4.A. RISKS ASSOCIATED WITH TOPOGRAPHIC AND CLIMATOLOGICAL FACTORS

Multiple wildfire risk drivers have been identified from recent wildfires. These include drought conditions, vegetation type and density, weather conditions (high winds and climate change), and local topographic features (terrain). Vegetation and climate conditions are discussed in section 5.

Primary risk drivers are weather and climate. Weather and climate include extended drought periods, changing weather patterns, and high winds. These weather and climate factors affect vegetation conditions, including vegetation health, type and density. Stressed vegetation is prone to disease, insect infestations, and increased mortality rates.

Physical conditions, such as terrain and high winds, affect fire risks. These factors influence fire movement and direction, and control migration rates. Generally, fires move upslope without strong winds, while high winds (i.e. Diablo winds) rapidly drive fires primarily in the same direction

as the wind. Topographic features, such as steep canyons, create localized conditions that affect fire movement and rates.

Several of the risk drivers are interrelated:

- **Extended drought:** Extended drought periods result in multiple stress factors for vegetation: dry trees and brush, higher susceptibility to disease and insects, easier ignition, faster burn rate, etc.
- **Vegetation type:** Fire risk is partially dependent upon vegetation type. Some vegetation burns quickly (e.g. dry grass), while other types burn hotter (e.g. hardwood trees such as oak). Each vegetation type presents its own unique challenges for vegetation management and control.
- **Vegetation density:** Vegetation density directly affects wildfire hazards. Dense vegetation generally represents the highest hazard level, while sparse vegetation density is substantially lower risk. Vegetation density is often associated with weather conditions and local micro-climates.
- **Weather:** Weather conditions include precipitation, humidity, storms, and winds. Each factor affects wildfire risks. Lightning strikes associated with thunderstorms or dry lightning are a natural cause of wildfires.
- **High winds:** High winds drive wildfires. They also down trees and sometimes down power lines. In turn, downed power lines are potential ignition sources and the documented cause of some major wildfires in California.
- **Terrain:** Topographic features and terrain affect wildfire migration and area-specific risks. Fires generally burn uphill, especially within steep canyons. Wind-driven upslope and up-canyon fires spread rapidly and represent increased fire hazards.
- **Changing weather patterns (climate change):** Climate change alters vegetation habit, causing species migration. It may result in increased or decreased precipitation, precipitation type changes (e.g. more rain than snow), higher maximum temperatures, extended heatwaves, more frequent drought. In turn, these changes may cause increased tree mortality, increased stressed vegetation, greater susceptibility to disease or insect infestation.
- **Communities at risk:** Communities located in high-hazard zones are most at risk of wildfires. The risk level changes from year to year based on overall weather conditions, as well as during the year, changing from the wet season through the dry summer and fall.
- **Fire history:** Fire history affects wildfire risks. Vegetation changes are directly associated with wildfires. In addition to consuming existing vegetation, the new landscape is open to different vegetation types, both native and invasive. With native vegetation, a natural cycle occurs with different species dominating the environment and evolving over an extended timeframe. Since different vegetation types represent varied fire hazards, the risk level also evolves over time in conjunction with vegetation changes.

Wildfires have occurred in the general region of NCPA's hydro and geothermal facilities, however NCPA facilities have not been associated with any ignition source. The 2017 Tubbs and 2019 Kincadee Fires affected areas nearby, and immediately adjacent to the geothermal facilities. The 2015 Valley Fire destroyed much of the 21kV Service Line for the Effluent Pump System.

4.B. ENTERPRISE-WIDE SAFETY RISKS

Enterprise-wide safety risks are NCPA facility actions or events that could create fire ignition sources. The methodology for identifying, monitoring, analyzing, planning, evaluating safety-wide risks are defined in NCPA's Preventative Strategies and Programs in Section 5.A. below. These risks include:

- **Equipment/structure/facilities:** Inherent risk of facilities, primarily open wire transmission and distribution ignition events
- **Object to wire or equipment contact:** Trees, birds, balloons, downed conductors, lightning strikes, or high wind events resulting in contact of equipment
- **Wire to wire contact:** Wires touching one another, and dropping molten metal to the ground
- **Vehicle operations:** Maintenance, inspection or vegetation clearing crew vehicles causing fires (i.e. catalytic converters contacting dry brush)
- **Vegetation clearing:** Chain saws and other mechanized equipment use
- **Hot Work:** Welding or other activity that could cause ignition in the area of work

4.C. CHANGES TO CPUC FIRE THREAT MAP

A key concern for NCPA is the historical risk of wildfires in the vicinity of the agency's facilities, particularly within potential fire hazard zones. Both CAL FIRE and the CPUC have developed maps to identify potential fire hazard zones, published in 2007 and 2018, respectively. NCPA has reviewed current CAL FIRE hazard severity zone and CPUC fire-threat maps with respect to agency facilities, as shown in Appendix 1. These maps have not been adjusted since the noted publication dates nor have any local agencies imposed any expansions to the maps.

CPUC Fire Threat Maps are static, based on data available at the time they were created. As noted below, wildfire risks evolve over time in response to the risk drivers listed above. In section 5, annual tree mortality data illustrates a migration of tree mortality, with the risk area expanding from year to year. NCPA will review available data and adjust fire threat hazard zones when applicable to NCPA facilities.

4.C.1. MAP COMPARISONS AND UPDATES

Currently published wildfire hazard maps from CAL FIRE and the CPUC show different boundaries for the risk areas delineated. They also use different terminology for hazard zones. Several factors could account for these boundary differences between agency maps: publication dates, study methodology, vegetation changes over time, recent wildfires, and potential climate change effects. The zones delineated by the CAL FIRE and CPUC maps are discussed below.

CAL FIRE CALIFORNIA FIRE HAZARD SEVERITY ZONE MAP

CAL FIRE generated and published Fire Hazard Severity Zone Maps for the entire state of California in 2007, including separate maps for each county. These maps delineate three hazard zone levels: moderate, high, and very high. The figures in Appendix 1 illustrate these fire hazard severity zones.

CAL FIRE is currently updating these maps. It is not known if the zones in these maps will correspond more closely to the 2018 CPUC Fire Threat Zone map boundaries. The agency will release draft versions of these updated maps for public review.

CPUC FIRE-THREAT MAPS

The CPUC has developed and published Fire-Threat Maps. These 2018 maps include Tier 2 (elevated fire risk) and Tier 3 (extreme fire risk) zones. Additionally, the CPUC uses a Tier 1 (zero to moderate fire risk) category, which includes a High Hazard Zone (HHZ) designation based on a 2018 U.S. Forest Service-CAL FIRE joint map of tree mortality HHZs. This Tier 1 information addresses the hazard areas with large expanses of dead trees and associated fire risks.

4.C.2. FIRE ZONE REVIEW PROCESS

The existing fire zone review process, set forth by regulatory agencies such as CAL FIRE and CPUC, is an important tool for reducing wildfire risks and hazards. Preparing and executing adequate vegetation management plans is a critical component of this process. The current fire zone process incorporates lessons learned from past major wildfire events, with each new occurrence adding knowledge and forming the basis for improving the process.

Since differences exist between currently published CAL FIRE and CPUC wildfire hazard zone maps, NCPA uses the most conservative approach to vegetation management and asset protection, assuming the highest risk factor from the combined datasets.

5. WILDFIRE PREVENTATIVE STRATEGIES

5.A. PREVENTATIVE STRATEGIES AND PROGRAMS

NCPA's strategies to reduce wildfire risk include continuous evaluation and improvement of its programs and procedures. Current strategies include facility maintenance programs, inspection programs, vegetation management programs, and asset documentation programs. These programs include all details such as goals, objective or percentage, monitor ongoing work, accomplishments, internal and external audits, and detailed reports.

Facility Maintenance Programs: NCPA has a robust preventive maintenance program to maintain the safe and reliable operation of its transmission and distribution lines. Given the growing risk of wildfires, opportunities for improvement have been identified and will be explored as part of each facility's improvement plan. Additionally, NCPA will utilize risk factors as identified in Section 4.B. to during improvement plan evaluations. Improvement may be implemented based on workable solutions and relative priorities:

- **The Collierville-Bellota (CB) 230 kV Gen-Tie Line:** This transmission line is NCPA's longest. Much of the line is within a Tier 2 fire threat zone. NCPA prioritizes the safe and reliable operation of the CB line. The line is over 30 years old, and a thorough review of the line and its attendant facilities was recently undertaken. A listing of maintenance improvements includes insulation, hardware, and conductor damping improvements. An avian protection plan is currently underway.
- **Mackay's Point 17 kV Overhead Line:** This three-span distribution line is in a Tier 3 fire threat zone. This short line has been maintained and is monitored consistently. Because of its location and danger tree threat, NCPA is considering hardening improvements to the line.
- **Geothermal 230 kV Gen-Tie Transmission Line:** This nine-span line connects with PG&E's 230 kV system. The line is characterized by long dead-ended spans and thick vegetation. The line is consistently inspected and maintained.
- **Geothermal Effluent Pump System 21 kV Line:** This 6-mile distribution line is in a Tier 3 fire threat zone. This line was largely rebuilt following damage caused by the 2017 Valley Fire. The wood pole line has construction framing typical to distribution construction. NCPA is considering the implementation of avian protection on this line.

NCPA Programs: NCPA will consider several of its ongoing programs including:

- **Asset documentation:** NCPA will review its current facility documentation including geographically referenced facility locations and to improve accessibility of current facility drawings, materials lists, and design criteria.
- **Emergency operating procedures:** NCPA will review existing procedures in light of current fire threat risks and lessons-learned from recent events.
- **Technology and services:** NCPA will continually explore technology and services that can improve situational awareness and timely response to emerging threats to equipment and facilities.

5.B. HIGH FIRE-THREAT DISTRICT

NCPA directly participated in the development of the CPUC's Fire-Threat Map,¹ which designates a High Fire-Threat District. In the map development process, NCPA served as a territory lead, and worked with utility staff and local fire and government officials to identify the areas of NCPA's service territory that are at an elevated or extreme risk of power line-ignited wildfire. NCPA has incorporated the High Fire-Threat District into its construction, inspection, maintenance, repair, and clearance practices, where applicable.

A key concern for NCPA is the historical risk of wildfires in the vicinity of the agency's facilities, particularly within potential fire hazard zones. Both CAL FIRE and the CPUC have developed maps to identify potential fire hazard zones, published in 2007 and 2018, respectively. NCPA has reviewed current CAL FIRE hazard severity zone and CPUC fire-threat maps with respect to agency facilities, as shown in Appendix 1.

NCPA reviewed facilities and determined the hazard zones where these facilities are located. These facilities and their locations are described in section 4.

The CPUC defines a High Fire-Threat District consisting of three areas:

- Tier 1 High Hazard Zones on the U.S. Forest Service-California Department of Forestry and Fire Protection (CAL FIRE) joint map of Tree Mortality High Hazard Zones
- Tier 2 of the CPUC Fire-Threat Map where there is an elevated risk for utility-associated wildfires
- Tier 3 of the CPUC Fire-Threat Map where there is an extreme risk for utility-associated wildfires

NCPA facilities in relation to CPUC and CAL FIRE threat maps are shown in Appendix 1 of this report.

5.C. POTENTIAL CLIMATE CHANGE EFFECTS

Climate change has affected vegetation in many ways. Droughts are longer and more severe. Large storm events are more common and intense. Summers are hotter and may include more thunderstorms. These climate change factors affect vegetation and the associated wildfire risks:

- Vegetation adapts, with plant migration into different areas
- Vegetation dries out during droughts, presenting increased fire danger
- Stressed vegetation is more susceptible to insect infestations, damaging trees, or accelerating mortality
- Thunderstorms present lightning strike risks along with strong wind events

Extended periods of intense rainfall also typically increase landslide risks. In turn, landslides could damage or topple structures, limit access, or create safety hazards by damaging roads, or

¹ Adopted by CPUC Decision 17-12-024.

cause localized tree mortality by severing root systems. Note that heavy rainfall is not the only landslide trigger mechanism, but it is the one most closely associated with climate change.

5.D. POTENTIAL CLIMATE CHANGE RISK MANAGEMENT IMPACTS

Climate change has affected the risks associated with wildfires, especially in fire hazard zones. Shifting weather patterns result in impacts to vegetation and increased wildfire risks. Some of the specific climate change impacts that affect wildfire risks include:

- Tree and underbrush growth rates
- Vegetation type changes
- Vegetation migration from existing habitats
- Stress and disease contributing to higher tree mortality

As potential impacts shift over time, fire hazard management practices will evolve and adapt to changing risk management requirements.

5.E. TREE MORTALITY

It is estimated that over 100 million trees in California died from drought-related stress between 2012 and 2017. The extended drought period left millions of acres of forestland highly susceptible to insect attacks. Drought stress is aggravated in forests with too many trees competing for limited water resources.

In 2015, California established the Tree Mortality Task Force (<https://frap.fire.ca.gov/frap-projects/tree-mortality/>). This task force was established to identify and map tree mortality areas with the greatest potential for causing harm to people and property. The High Hazard Zones were prioritized for tree removal.

Dead, rotten, and diseased trees represent two potential wildfire risks for NCPA. Tall trees adjacent to power line right-of-way represent a hazard due to falling branches or potential toppling. This threat increases substantially with tall dead trees or tall trees with dead tops. Dead or highly stressed trees are also an easily ignitable fuel source. They ignite quicker and generally burn faster than healthy trees.

5.F. VEGETATION MANAGEMENT

NCPA has developed and implemented a Transmission Vegetation Management Program (TVMP) to establish the vegetation maintenance requirements for each facility to achieve reliability of its generation interconnection system. The NCPA document, Generation Services Common Procedure GS-305: Transmission Vegetation Management Program, defines NCPA procedures for vegetation management.

NCPA meets or exceeds the minimum industry standard vegetation management practices. For transmission-level facilities, NCPA complies with NERC FAC-003-4. For both transmission and distribution-level facilities, NCPA meets: (1) Public Resources Code section 4292; (2) Public

Resources Code section 4293; (3) General Order 95 Rule 35; and (4) General Order 95 Appendix E Guidelines to Rule 35.

The TVMP enhances reliability by preventing outages from vegetation located within or adjacent to the power line right-of-way, by maintaining required clearances between power lines and vegetation within or adjacent to the right-of-way, by reporting vegetation-related outages of the system to WECC, and by documenting the process for an annual vegetation work plan. The program satisfies the requirements for vegetation management specified in NERC FAC-003-4, which requires a Generator Owner to have documented maintenance strategies, procedures, processes, or specifications to prevent the encroachment of vegetation into the Minimum Vegetation Clearance Distance of applicable lines as specified in requirement R3.

The objectives of the TVMP are to:

- Adhere to the Power Line Fire Prevention Field Guide published by CAL FIRE in November 2008 and used by California utilities for the care and maintenance of trees, shrubs, and other woody plants when pruning vegetation near electric facilities.
- Maintain defined clearance distances between the generation interconnection facilities and all trees, brush, and other vegetation that could grow too close to electrical facilities including conductors, poles, and guy wires. Since the clearances specified in the Power Line Fire Prevention Field Guide are more stringent than the MVCD described in FAC-003-4, NCPA adheres to the CAL FIRE field guide.
- Where appropriate and necessary, develop site-specific, environmentally sensitive, cost-effective and socially responsible solutions to vegetation control near the NCPA generation interconnection facilities. Document the process for the annual vegetation work plan for applicable power lines.
- Maintain public and worker safety, maintain compliance with NERC standards and other regulatory and legal requirements, provide reliable electric service that allows for operational flexibility, and promote environmental stewardship and habitat enhancement.
- Potential improvements to its programs include increasing the frequency and scope of aerial lidar surveys on its transmission and distribution facilities, and a continued emphasis on identification and timely removal of danger and hazard trees that threaten overhead transmission and distribution lines.

5.G. INSPECTIONS

NCPA performs annual inspections of its transmission and distribution facilities in accordance with General Order 95 and General Order 165. The following additional inspections have been performed on the CB 230 kV line:

- Lidar vegetation flights
- Corona scans of insulators for the past three years
- Infrared “hot-spot” inspections of conductor, conductor splices, and dead-end hardware.

In addition to its annual ground-based inspection, the Geothermal 230 kV line performed an aerial drone survey in 2019.

These inspections are documented and issued by NCPA's computerized maintenance management system (CMMS), and records of those inspections are maintained.

Strategic improvements to the inspection program include increasing the frequency and scope of inspections, increasing the use of drone-based visual inspections, consideration of new technology, improving the inspection methodology approach, and consideration of fire threat zones in the inspection programs.

The TVMP also establishes requirements for the type and schedule of right-of-way vegetation inspections.

5.H. WORKFORCE TRAINING

NCPA has implemented work rules and complementary training programs for its workforce to help reduce the likelihood of the ignition of wildfires.

Trainings for employees to cover fire hazards and NCPA's Fire Prevention Plan consists of fire extinguisher training, fire prevention training, hazardous materials handling training, and emergency response training. These trainings are conducted by an outside vendor and/or NCPA supervisors or environmental health and safety specialists.

NCPA employees also receive training on emergency response plans when the employee is assigned initially to the job, when the plan changes, and when the employee's responsibilities or designated actions under the plans change.

Each facility manager is responsible for conducting site-specific training to ensure that the purpose and function of NCPA safety procedures are understood by employees and that knowledge and skills required for safe operation are acquired by employees. Refresher training is performed and documented on an annual basis, and retraining is conducted when:

- An annual audit reveals there are deviations from or inadequacies in the employee's knowledge of the procedure or changes in the regulations
- A new or revised control method of a system or piece of equipment

The following procedures provide additional guidance for employee training specific to the areas described in these NCPA documents:

- Generation Services Common Procedure GS-101: Lock Out Tag Out Try Procedure
- Generation Services Common Procedure GS-103: Electrical Safety Procedure
- Generation Services Common Procedure GS-107: Proper Handling of Hazardous Waste
- Generation Services Common Procedure GS-111: Hot Work Procedure
- Generation Services Common Procedure GS-115: Welding Safety Procedure
- Generation Services Common Procedure GS-126: Fire Protection and Prevention Plan
- Power Management Common Procedure PM-108: Operating Instructions and Emergency Assistance

- Power Management Common Procedure PM-201: Emergency Operating Guidelines, Collierville Power House Bellota-Collierville 230kV Lines

5.I.RECLOSING POLICY

NCPA does not employ automatic reclosers on its 230 kV lines. This is a typical approach for utility operations in rugged and remote terrain, for both personnel and fire hazard safety reasons. In the event of a planned or emergency line trip, close coordination with NCPA generation services and dispatch as well as with PG&E's grid control center is mandatory, and lines are only re-energized after extensive line patrol visual confirmation. If the lines are tripped due to a forecasted or imminent wildfire or if a wildfire is believed to be caused by downed lines, close coordination with CAL FIRE's onsite representative and control center are required before NCPA's generation services attempts to energize the line.

5.J. DE-ENERGIZATION

In the event of active fire situations in the vicinity of the CB 230 kV transmission line, NCPA may be directed by CAL FIRE to de-energize the line's two circuits for firefighter and/or aircraft protection. The on-call Hydro Supervisor will coordinate Hydro personnel response to any wildland fires in and around the CB 230 kV transmission lines and contact on-site CAL FIRE personnel if necessary. If CAL FIRE requests de-energizing both of the 230 kV lines, the NCPA Dispatch Center will shut down both Collierville units before de-energizing these lines. NCPA is currently able to de-energize both circuits of the CB 230 kV line via SCADA and other procedures within 20 minutes.

The Collierville 480 VAC station service is designed to automatically transfer to the offsite PG&E 17 kV source. If the 17 kV source is not available, the 480 VAC standby diesel generator will start and provide station service power. The NCPA Dispatch Center will notify Generation Services Hydro staff of any issues with the 17 kV source or if the diesel generator is in operation. The NCPA Dispatch Center will notify the CAISO and work with PG&E's Grid Control Center to de-energize both 230 kV lines.

NCPA's Geothermal plant manager relies on PG&E to determine de-energization. NCPA's Hydro plant manager has the authority to preemptively shut off power due to fire-threat conditions; however, this option will only be used in extraordinary circumstances. NCPA will make a case-by-case decision to shut off power.

NCPA also maintains transmission line trip procedures to significantly reduce fire risk, including requiring patrols prior to restoring transmission lines. Requiring patrols during high fire risk scenarios is typical and recommended of California utilities.

5.J.1. IMPACTS TO PUBLIC SAFETY

NCPA has no retail customers, and de-energizing agency facilities will not directly affect retail customers, who will be notified by their specific utility providers of PSPS.

5.J.2. CUSTOMER NOTIFICATION PROTOCOLS

NCPA has no retail customers, so no customer notification protocols are in place. However, NCPA is the primary point of contact between PG&E PSPS and its member utilities. Formal procedures are currently in draft form to notify NCPA member utilities of de-energization activities and the protocol has been implemented several times in 2019.

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7. RESTORATION OF SERVICE

After a de-energization event, NCPA will restore service in coordination with PG&E's restoration efforts. NCPA's PM-201 and Geothermal Facilities Maintenance Procedure (GO-646) specifically address restoration for Hydro and Geothermal facilities respectively.

Evaluating of the Plan

7.A. METRICS AND ASSUMPTIONS FOR MEASURING PLAN PERFORMANCE

NCPA will track two metrics to measure the performance of this Wildfire Mitigation Plan: (1) number of fire ignitions; and (2) number of NCPA wires down.

METRIC 1: FIRE IGNITIONS

NCPA will track fire ignitions in their territory as follows:

- Self-ignited or human-caused
- An NCPA facility failure was associated with the fire
- An NCPA electrical facility wire-to-wire contact was associated with the fire
- The ignition was a result of an extreme weather event

All fires will be documented in terms of the number of acres and facilities impacted.

METRIC 2: WIRES DOWN

The second metric is the number of NCPA distribution and transmission wires downed. A wires down event includes any instance where an electric transmission or primary distribution conductor falls to the ground or on to a foreign object. NCPA will divide the wires down metric between wires down inside and outside of High Fire Threat Districts. All wires down events will be documented.

7.B. IMPACT OF METRICS ON PLAN

NCPA anticipates that tracking these metrics will help with identification of which lines are most susceptible to unexpected outages, time-of-year risks, as well as fire threat district risks. From this, NCPA will identify lines that are disproportionately impacted and will then evaluate potential improvements to the plan.

7.C. MONITORING AND AUDITING THE PLAN

This WMP will be presented to the NCPA Commission on an annual basis. Additionally, a qualified independent evaluator will present a report on this plan to the NCPA Commission. See section 8.

7.D. IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN

NCPA may correct deficiencies and implement plan improvements as needed. Some of these activities are defined in Section 2C. See section 1B, 4th paragraph identifying this WMP is in response to SB901 and superseding previous versions. Improvements will be documented in the annual report to the NCPA Commission.

7.E. MONITORING THE EFFECTIVENESS OF INSPECTIONS

Line inspections for NCPA fall into two categories:

1. Line patrol and evaluation of line facilities on a structure-by-structure basis. This is either ground or aerial (drone or helicopter) based.
2. Vegetation monitoring and evaluation, either ground-based on a structure-by-structure and span-by-span basis or by lidar aerial methods.

Measuring the effectiveness of these inspections can be performed by review by independent professionals of the inspection documentation and analysis in the case of the lidar vegetation inspection. A second method would include "ride-alongs" with inspection personnel to review their methodology and reporting. Lastly, an independent review of similar facilities can be performed and compared and reviewed with inspection personnel. Additional objectives are stated in Section 2C above.

8. INDEPENDENT AUDITOR

NCPA contracted with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of this WMP. The independent evaluator issued a report (that is attached as an appendix to this report) and posted to the NCPA website. This report was presented to the NCPA Commission at a public meeting on May 28th 2020.

NCPA anticipated that the CPUC would provide a list of qualified independent evaluators. In lieu of such a list, NCPA will draw from a list it compiled following a Request for Qualifications issued in June 2019. The selection was based on competitive bid.

The independent evaluation and report were completed April 30th 2020.

APPENDIX 2 – INDEPENDENT EVALUATOR REPORT

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April 30, 2020

12108.02

Mr. Jeremy Lawson
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

Subject: *Evaluation of Northern California Power Agency Wildfire Prevention and Mitigation Plan*

Dear Mr. Lawson:

Dudek conducted an evaluation of the City of Northern California Power Agency (NCPA) Wildfire Mitigation Plan (WMP), as required under California Public Utilities Code (CPUC) Section 8387(b). CPUC Section 8387(b), as modified by Senate Bill (SB) 901, and the Administrative Law Judge's Ruling issued on January 17, 2019 in CPUC Docket No. R.18-10-007 (ALJ Ruling), applies to publicly-owned electric utilities and requires preparation of a Wildfire Mitigation Plan before January 1, 2020. CPUC Section 8387(c) requires that an independent evaluator review and assess the comprehensiveness of a publicly-owned utility's WMP and issue a summary report.

Dudek, as an independent plan evaluator, conducted an initial review of NCPA's Draft WMP (version 1.0). On April 21, 2020, Dudek provided a summary matrix with recommendations for Draft WMP modifications. The focus of the evaluation was to determine whether the Draft WMP addressed all required elements under CPUC Section 8387(b)(2) (included in Attachment A). The following summarizes the recommended clarifications/modifications identified during the initial review of the Draft WMP (version 1.0), by required element:

- 8387(b)(A): Provide clarification and detail regarding plan implementation responsibility.
- 8387(b)(E): Identify previous plan metrics, as available.
- 8387(b)(L): Provide details regarding risk drivers, risk impacts, and how NCPA will identify, monitor, analyze, plan/evaluate and respond to risks.
- 8387(b)(N)(i): Clarify monitoring efforts associated with WMP implementation and clearly identify performance monitoring details in the plan. Clarify plan auditing and review procedures.
- 8387(b)(N)(ii): Provide clarification and detail regarding plan implementation, review, and plan deficiency correction responsibility.
- 8387(b)(N)(iii): Clarify line/equipment inspection responsibility, timeframes, work plan approach, and target inspection goals, and performance metrics.

Subsequently, NCPA elected to modify its Draft WMP that incorporated Dudek's recommended modifications. The Revised WMP (version 1.1) was provided to Dudek on April 29, 2020. Dudek reviewed the Revised WMP and determined that it appropriately addressed all elements required under CPUC Section 8387(b)(2).

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12108.02
April 2020

Mr. Jeremy Lawson

Subject: Evaluation of Northern California Power Agency Wildfire Prevention Mitigation Plan

Should you have any questions or require additional information, please do not hesitate to contact me at (530) 863-4650.

Sincerely,



Scott Eckardt, RPF
Project Manager

Att.: A. Required WMP Elements under PUC Section 8387(b)
cc: Michael Huff, Dudek
Jason Neuman, Dudek

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12108.02
April 2020



Attachment A

Required WMP Elements under PUC Section 8387(b)

Required WMP Elements under PUC Section 8387(b)

PUC 8387(b)(2) Section	Description
A	An accounting of the responsibilities of the persons responsible for executing the plan.
B	The objectives of the wildfire mitigation plan.
C	Description of the preventative strategies and programs to be adopted by the publicly owned electric utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.
D	A description of the metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's performance and the assumptions made that underlie the use of those metrics.
E	A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.
F	Protocols for disabling reclosers and de-energizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.
G	Appropriate and feasible procedures for notifying a customer who may be impacted by the de-energizing of electric lines. The procedures shall consider the need to notify, as a priority, critical first responders, health care facilities, and operators of telecommunications infrastructure.
H	Plans for vegetation management.
I	Plans for inspections of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.
J	A list that identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory. The list shall include, but not be limited to, both of the following:
J(i)	Risks and risk drivers associated with design, construction, operations, and maintenance of the local publicly owned electric utility or electrical cooperative's equipment and facilities.
J(ii)	Particular risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned utility's or electrical cooperative's service territory.
K	Identification of any geographic area in the local publicly owned electric utility's or electrical cooperative's service territory that is a higher wildfire threat than is currently identified in a commission fire threat map, and identification of where the commission should expand the high fire threat district based on new information or changes to the environment.
L	A methodology for identifying and presenting enterprise-wide safety risk and wildfire-related risk.
M	A statement of how the local publicly owned electric utility will restore service after a wildfire.
N	A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following:
N(i)	Monitor and audit the wildfire mitigation plan.
N(ii)	Identify any deficiencies in the wildfire mitigation plan or its implementation, and correct those deficiencies.
N(iii)	Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors, that are carried out under the plan, and other applicable statutes, or commission rules.

REVISION HISTORY

Version 1.0 - NCPA Commission approved on December 5, 2019 per Resolution 19-100

Version 1.1 – NCPA Commission approved recommendations provided by the qualified independent evaluator on May 28, 2020 per Resolution 20-xyz

Dudek's Report	Revisions to WMP
8387(b)(A): Provide clarification and detail regarding plan implementation responsibility.	Added (*) asterisks note on diagram in Section 3A.. to identify project responsibility. Also addressed in section 3B. within parenthesis.
8387(b)(E): Identify previous plan metrics, as available.	Added statement to in 7D to reference section 1B 4th paragraph identifying this WMP is in response to SB901 and superseding previous versions.
8387(b)(L): Provide details regarding risk drivers, risk impacts, and how NCPA will identify, monitor, analyze, plan/evaluate and respond to risks.	Added statement of methodology in Section 4B. Per recommendation, added balloon risk potential to bullets in Section 4B.
8387(b)(N)(i): Clarify monitoring efforts associated with WMP implementation and clearly identify performance monitoring details in the plan. Clarify plan auditing and review procedures.	Added recommended statement to Section 5A to ensure monitoring and auditing responsibility back to the facility maintenance programs
8387(b)(N)(ii): Provide clarification and detail regarding plan implementation, review, and plan deficiency correction responsibility.	Added statement in Section 7D to connect the annual review of wildfire mitigation activities, section 7D includes "these improvements will be documented in the annual report to the NCPA Commission."
8387(b)(N)(iii): Clarify line/equipment inspection responsibility, timeframes, work plan approach, and target inspection goals, and performance metrics.	Added additional reference in Section 7E back to 2C identifying effectiveness objectives additionally added statement in Section 5A to clarify the details are in the specified programs (now identified in the WMP).