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# Minutes - DRAFT

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**Date:** May 23, 2019  
**To:** NCPA Commission  
**From:** Cary A. Padgett, Assistant Secretary to the Commission  
**Subject:** NCPA Commission Meeting

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## ***1 – Call Meeting to Order and Introductions***

Chair Roger Frith called the meeting to order at 9:44 am at Wine & Roses, 2505 W. Turner Road, Lodi, California. A quorum was present. Introductions were made. Those in attendance are shown on the attached attendance list.

## ***2 – Approve Minutes of the April 25, 2019, Regular Commission Meeting***

Motion: A motion was made by Mark Chandler and seconded by John Allard to approve the Minutes of the April 25, 2019, Regular Commission Meeting. The motion carried unanimously on a voice vote of those Members present.

*San Francisco BART, Gridley, and Truckee Donner were absent.*

## **PUBLIC FORUM**

No comments from the public.

## **REPORTS AND COMMITTEE UPDATES**

### ***3 – General Manager’s Business Progress Report and Update***

- Thanked Lodi and staff for hosting this month’s Commission meeting.
- Gave an update on NCPA’s Support and Shared Services Agreements and provided a copy of the monthly status report. City of Healdsburg is the newest Member that is using the services.
- Update on investor-owned utilities divestiture of generation resources. PG&E has lost 50 percent of their load to the Community Choice Aggregators (CCAs).

- The Power Management team responded to Nevada Irrigation District's RFP for services, and has been selected as one of the finalists.
- Update on Hometown Connections, Inc.: The IRS did not approve HCI's request for 115 filing for not for profit company – one member has a different tax status. The Board of Directors next meeting is scheduled during APPA's National Conference on June 11.
- Received DEED grant to pay for one student intern.
- Update on TANC: TANC is putting together a new contract to proceed with the transmission tariff filing. The contract will change the cost allocation, and staff is currently working through the redline draft. NCPA's Legal Committee does plan to discuss at their next meeting.

#### **4 – Executive Committee**

Committee Chair Frith reported the Committee met once since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel, discussed the Proposed Member Business Travel and Related Expenditures Policy, and discussed items in closed session. No reportable action was taken on the closed session items.

#### **5 – Facilities Committee**

Assistant General Manager Tony Zimmer reported the Committee met once since the last Commission meeting. The Committee met and discussed items 12-14 and 16 on the agenda. The Committee did establish a quorum, and recommended Commission approval of all items.

#### **6 – Finance Committee**

Assistant General Manager/CFO Monty Hanks reported the Committee met once since the last Commission meeting. The Committee discussed items 15 and 17 on the agenda. The Committee recommended Commission approval of both items.

The Committee also received an update on the long-term funding plan and status NCPA's pension program. NCPA's funded status did improve to 59% compared to 54% in the prior year and the Committee affirmed the continuation of funding at the 15 year amortization schedule.

The next regular meeting will be held on August 13.

#### **7 – Legal Committee**

General Counsel Jane Luckhardt reported that the Committee did not meet since the last Commission meeting. A special Committee meeting has been scheduled on May 28.

#### **8 – Legislative & Regulatory Affairs Committee**

Committee Chair Mark Chandler reported the Committee did not meet since the last Commission meeting, but provided an update on Legislative & Regulatory events and activities. Gave an overview of the NCPA/NWPPA Federal Policy Conference program that was held in Washington, D.C.

Received 5 responses to NCPA's RFP on Wildfire Mitigation Plan Technical Advisory Independent Evaluation Services. Staff will seek Commission approval of all contracts at the next Commission meeting.

The 2019 State Legislative Staff Tour is scheduled for July 29-31. This year the tour will visit Redding, Plumas-Sierra and Truckee Donner. The next Committee meeting is scheduled on August 28, 2019, at NCPA's office in Roseville.

### **9 – Members' Announcements & Meeting Reporting**

Mel Grandi, **Ukiah**, announced that Ukiah staff person Cindy Sauers recently passed her Professional Engineering (P.E.) exam.

John Allard, **Roseville**, thanks NCPA staff for their efforts in putting together a great Federal Policy Conference.

### **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 the Consent Calendar for discussion.

Motion: A motion was made by Teresa O'Neill and seconded by Jerry Serventi to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, and 15. 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, Gridley and Truckee Donner were absent.*

**10. NCPA's Financials for the Month April 30, 2019** – approval by all Members.

**11. Treasurer's Report for the Month Ended April 30, 2019** – accept by all Members.

**12. Resolution 19-39, KSB, Inc. – Five Year Multi-Task General Services Agreement for pump maintenance related services; Applicable to the following projects: All NCPA Facility Locations, Members, 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 KSB, Inc., for pump maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000.00 over five years, for use at all facilities owned and/or operated 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 is not to exceed \$1,000,000.00 over five years, to be used out of the NCPA approved budget.

**13. Resolution 19-40, Mechanical Analysis Repair, Inc., dba Martech – Five Year Multi-Task General Services Agreement for machining related services; Applicable to the following projects: All NCPA Facility Locations, Members, 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 Mechanical Analysis Repair, Inc., dba Martech for machining related services, with any non-substantial changes

recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000.00 over five years, for use at all facilities owned and/or operated 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 is not to exceed \$1,500,000.00 over five years, to be used out of the NCPA approved budget.

**14. Resolution 19-41, 2019 Steam Field Operations and Generation Forecast Report** – adopt resolution by all members approving the 2019 Steam Field Operations and Generation Forecast Report dated April 2019 as the Geothermal Operating Protocol effective July 1, 2019. This Operating Protocol is to remain in effect until replaced by the Commission.

**Fiscal Impact:** The 2019-20 approved Geothermal budget covers the proposed action. *Redding abstained.*

**15. Resolution 19-42, Approval of Revised Debt and Interest Rate Management Policy** – adopt resolution by all members approving the Revised Debt and Interest Rate Management Policy dated May 2019.

**Fiscal Impact:** Adoption of this revised Policy adds SEC Rule 15c2-12 continuing disclosure requirements. NCPA will not incur additional costs related to the revision.

## **DISCUSSION / ACTION ITEMS**

**16. Resolution 19-43, Approval of Fiscal Year 2020 Annual Budget** – adopt resolution by all members approving the FY2020 Annual Budget and Working Capital and Funding Requirement.

**Fiscal Impact:** The Executive Summary section of the budget document contains an analysis of the overall budget. Total proposed annual budget cost for FY2020 is approximately \$406.68 million, which represents an increase of 10.56% or a \$38.8 million dollar increase over the FY2019 budget as summarized in the attached schedule. Allocation of the FY2020 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 this staff report and shown on pages 140-141 of the budget document.

The total calculated FY2020 Working Capital Deposit and Funding Requirements for the Annual Budget has increased \$461,701 or 0.048%. The increase is primarily from higher transmission costs and load aggregation costs mostly attributed to Santa Clara (SVP). 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/CFO Monty Hanks gave a presentation on the major changes to the proposed annual budget for FY2020. The proposed FY2020 Budget, net of revenues, reflects an increase of \$38.8 million or 10.56% from FY2019, primarily from higher net load volume and costs. The Legislative & Regulatory Affairs Committee, the Facilities Committee and the Lodi Energy Center Project Participants have recommended approval for their proposed budgets

**Motion:** A motion was made by Mark Chandler and seconded by Mel Grandi to adopt resolution approving the FY2020 Annual Budget and Working Capital and Funding Requirement.



The motion carried by a majority of those members present on a roll call vote.  
*San Francisco BART, Gridley and Truckee Donner were absent.*

**17. Resolution 19-44, Approval of Substitution of Credit Facilities for the Hydroelectric 2008 Series A Refunding Bonds (Variable Rate Demand Obligations)** – adopt resolution by all members authorizing the substitution of credit facilities for the 2008 Series A Hydroelectric bonds including non-substantive changes to the issuing documents and delegating the General Manager and other NCPA officials the authority to execute the related legal documents.

**Fiscal Impact:** Cost of Issuance for the liquidity substitution is estimated to be \$200,000 which includes costs for bond and disclosure counsel, tax counsel, bank counsel, publishing fees, and financial advisor fees. While this item was not included in the FY2019 budget, there are sufficient funds available due to the release of Hydro bond funds no longer required for the trustee to hold as debt service reserves. A budget augmentation is not required with this action.

Assistant General Manager/CFO Monty Hanks gave a presentation on the letter of credit substitution for 2008A Hydroelectric Bonds, as well as a background on when NCPA entered into two forward starting swaps in anticipation of refunding 1998 Hydro bonds.

Motion: A motion was made by Teresa O'Neill and seconded by John Allard to adopt resolution authorizing the substitution of credit facilities for the 2008 Series A Hydroelectric bonds including non-substantive changes to the issuing documents and delegating the General Manager and other NCPA officials the authority to execute the related legal documents. The motion carried by a majority of those members present on a roll call vote.

*San Francisco BART, Gridley and Truckee Donner were absent.  
Redding and Shasta Lake abstained.*

## **INFORMATION ITEMS**

**18. Generation Services Plant Reports** – update and staff presentations.

NCPA Plant Managers Randy Bowersox, Mike DeBortoli, and Marty Lebrett provided presentations on NCPA's plant overhauls and current status.

Non-essential Members and NCPA staff left the meeting for Closed Session Items 19, 20 and 21 discussion.

## **CLOSED SESSION**

**19. 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.

**20. Conference with Legal Counsel** – Initiation of litigation pursuant to Government Code Section 54956.9 paragraph (4) of subdivision (d): one potential case.

**21. Conference with Legal Counsel** – Initiation of litigation pursuant to Government Code Section 54956.9 paragraph (2) of subdivision (d): one potential case.

## **RECONVENED TO OPEN SESSION**

All meeting attendees rejoined the meeting.

## **REPORT FROM CLOSED SESSION**

*Closed Session Disclosure:* General Counsel Jane Luckhardt stated there was no reportable action taken on the Closed Session items 19 and 20. Item 21 was not discussed.

## **NEW BUSINESS**

No new business was discussed.

## **ADJOURNMENT**

The May 23, 2019, Commission meeting was adjourned at 11:27 am.

Respectfully submitted,  
//  
ROGER FRITH  
Commission Chair

Prepared by,  
CARY A. PADGETT  
Assistant Secretary to the Commission

Attachments

**Northern California Power Agency  
Commission Meeting May 23, 2019  
Attendance List**

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

NAME	AFFILIATION
Jane Luckhardt	NCPA
Nico Proes	Alameda
Dan Benc	Redding
Thomas Taylor	Stearta Lake
Mike Brozo	PSREC
TERRY CROWLEY	CITY OF HEALDSBURG
Jane Curvino	NCPA
Royce Frith	Biggs
Randy Howard	NCPA
Basil Wong	City of Santa Clara
Jenelle Osborne	City of Lompoc
Ken Speer	NCPA
Randy Bowersox	NCPA
Marty McBrett	NCPA
Michael DeBortoli	NCPA
Tony Zimmer	NCPA
Mouty Hawks	NCPA
Todd White	Roseville
Diann Rucchetti	Ukiah
Cindy Sauers	Ukiah
Cary Padgett	NCPA

**Northern California Power Agency  
Commission Meeting of May 23, 2019  
COMMISSIONER  
Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	<i>Josey Servente</i>
2 - BIGGS	<i>Tom I. Latt</i>
3 - GRIDLEY	
4 - HEALDSBURG	<i>TTT</i>
5 - LODI	<i>Mark Chandler</i>
6 - LOMPOC	<i>Jenelle Osborne</i>
7 - PALO ALTO	<i>ME</i>
8 - PORT OF OAKLAND	<i>Sarah Carpenter</i>
9 - PLUMAS-SIERRA REC	<i>Mila Bros</i>
10 - REDDING	<i>Yvonne Slade</i>
11 - ROSEVILLE	<i>[Signature]</i>
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	<i>[Signature]</i>
13 - SANTA CLARA	<i>Teresa O'Neill</i>
14 - SHASTA LAKE	<i>James Takehara</i>
15 - TRUCKEE DONNER	
16 - UKIAH	<i>Mel Grandi</i>



# 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: **May 23, 2019**

Consent Items Listed on the Agenda: # 10 to # 15

Consent Items Removed from the Agenda and Approved Separately:

# 8

ROLL-CALL VOTE BY MEMBERS: SVP/ALA

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

ATTEST:

Cary A. Padgett  
 Assistant Secretary to the Commission

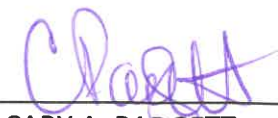
**Northern California Power Agency  
ROLL CALL VOTE**

**Topic:** Resolution 19-43

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

Passed and adopted this 23<sup>rd</sup> day of May 2019, 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 19-44*

	<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>                    </u>	<u>                    </u>	<u>X</u>
Healdsburg	<u>Y</u>	<u>                    </u>	<u>                    </u>
Lodi	<u>Y</u>	<u>                    </u>	<u>                    </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><del>Y</del></u>	<u>X</u>	<u>                    </u>
Roseville	<u>Y</u>	<u>                    </u>	<u>                    </u>
Santa Clara	<u>Y</u>	<u>                    </u>	<u>                    </u>
Shasta Lake	<u>                    </u>	<u>X</u>	<u>                    </u>
Truckee Donner	<u>                    </u>	<u>                    </u>	<u>X</u>
Ukiah	<u>Y</u>	<u>                    </u>	<u>                    </u>

Passed and adopted this 23<sup>rd</sup> day of May 2019, by the above vote on roll call.

\_\_\_\_\_  
ROGER FRITH  
Commission Chair

ATTEST:

*Cary A. Padgett*  
\_\_\_\_\_  
CARY A. PADGETT  
Assistant Secretary



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# Commission Staff Report

AGENDA ITEM NO.: **5**

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**Date:** June 27, 2019  
**To:** NCPA Commission  
**Subject:** June 5, 2019 Facilities Committee Meeting Minutes

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





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## Minutes – Draft

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**Date:** June 7, 2019  
**To:** NCPA Facilities Committee  
**From:** Carrie Pollo  
**Subject:** June 5, 2019 Facilities Committee Meeting Minutes

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- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Tikan Singh (Lompoc) at 9:02 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Paul Eckert (Gridley), Shiva Swaminathan, and Jim Stack (Palo Alto), Brian Schinstock (Redding), and Paulo Apolinario, and Steve Hance (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Plumas-Sierra REC, Port of Oakland, TID, and Ukiah were absent. A quorum of the Committee was established.

### **PUBLIC FORUM**

No public comment.

- 2. Approve Minutes from the May 1, 2019 Facilities Committee Meeting.**

Motion: A motion was made by Jiayo Chiang and seconded by David Siao recommending approval of the May 1, 2019 Facilities Committee Meeting Minutes, with changes discussed in the meeting, to item numbers 6 and 7. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 3. All Generation Services Facilities, Members, SCPPA – Second Amendment to Sage Engineers, Inc., MTPSA and Accepting Assignment to Gannett Fleming, Inc. – Staff** provided background information and was seeking a recommendation for Commission approval of a Second Amendment to the existing five-year Multi-Task Professional Services Agreement with Sage Engineers, Inc. to transfer assignment of the agreement to Gannett Fleming, Inc. for providing dam safety engineering and other engineering consulting services, with a not to exceed amount of \$1,000,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members.

On September 9, 2016 NCPA entered into a five year Multi-Task Professional Services Agreement for engineering services with Sage Engineers, Inc. A First Amendment of the contract increasing the dollar amount to \$1,000,000 from \$225,000 was made on May 25, 2017 to reflect the multiple projects to be undertaken with the vendor by various facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. Sage Engineers, Inc. has now been acquired by Gannett Fleming, Inc.

and wishes to accept assignment of the contract via this Second Amendment to the Multi Task Professional Services Agreement. This is an enabling agreement with no commitment of funds. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and the draft second amendment with the original agreement were available for review.

Motion: A motion was made by Jiayo Chiang and seconded by David Siao recommending Commission approval authorizing the General Manager or his designee to enter into a Second Amendment to the existing five-year Multi-Task Professional Services Agreement with Sage Engineers, Inc. to transfer assignment of the agreement to Gannett Fleming, Inc. for engineering and other consulting 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, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 4. NCPA Hydroelectric Facility – McKays Sediment Removal Project Basis of Design – Staff** provided background information and was seeking a recommendation for Commission approval of General Manager authority to issue up to \$600,000 in purchase orders against existing Agreements for the preparation of a Basis of Design Report for the McKays Point Reservoir Sediment Removal Project. All purchase orders will be charged against approved Hydro Annual Operating Budgets or the Hydro Capital Development Reserve. A draft Commission Staff Report was available for review.

Sedimentation has become an increasingly serious operational problem. During the winter of 1997, a large landslide occurred to the east of Dorrington, which terminated at the US Forest Service's Sourgrass Campground. Trees, soil, sand, gravel and other debris from the slide were carried to McKays Point Reservoir by high instream flows. While most of the floating debris was carried over the dam's spillway, about 260,000 cubic yards of sands and gravels settled in the reservoir area. Subsequent severe storms have episodically washed additional material into the reservoir, such that the total amount of sediments deposited was estimated in 2018 to be 519,000 cubic yards. The average sedimentation rate over the last 30 years of operation is 18,500 cubic yards per year resulting in a loss of storage capacity of 15%. There is no reason to believe that the future average sedimentation rate will greatly differ from what we have experienced to date. NCPA has begun the planning process for the McKays Point Reservoir Sediment Removal Project (MPRSRP) that involves the removal and relocation of a not yet determined amount of sediment.

The next step in the planning process is the preparation of the Basis of Design Report (BODR) for dredging. The purpose of the BODR is to: 1) establish project goals, risks and objectives; 2) identify feasible project alternatives; 3) analyze costs and impacts of project alternatives; 4) establish the preferred project; 5) establish the project schedule and cash flow requirements; 6) identify key permitting and land use issues; and 7) identify risks to NCPA that could prevent a successful project. Once the BODR is completed and the preferred project identified, environmental impact evaluations will be performed followed by the preparation of applications for necessary permits.

Motion: A motion was made by Jiayo Chiang and seconded by Tikan Singh recommending Commission approval authorizing the General Manager or his designee to issue up to \$600,000 in purchase orders against the existing agreement with GEI, for the preparation of the Basis of Design Report for the McKays Point Reservoir Sediment Removal Project. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa

Clara. The motion passed.

- 5. All Generation Services Facilities – Airgas USA, LLC MTEMS** – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC, for CEMS EPA gases, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA. This is a renewal agreement with an existing vendor that is an enabling agreement with no commitment of funds. Since this is an agreement for delivery of chemical gases, this will be used for NCPA facilities only. This agreement needs to be done quickly due to the weekly delivery of Hydrogen bottles used for the generators daily. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and draft agreement were available for review.

Motion: A motion was made by David Siao and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC for CEMS EPA gas purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000.00 over five years, for use at all facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 6. All Generation Services Facilities, Members, SCPPA – Air Hygiene, Inc. MTCSA** – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Air Hygiene, Inc. for source, rata, and emissions testing services, with a not to exceed amount of \$500,000 for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. This agreement is with a new vendor that won the bidding process. It will be an enabling agreement with no commitment of funds. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report and draft agreement were available for review.

Motion: A motion was made by Jiayo Chiang and seconded by David Siao recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Air Hygiene International, Inc. for source, rata and emissions testing services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 7. CT1, CT2 and LEC Negotiated Gas Rate Agreement** – Staff provided an informational update regarding PG&E’s proposed rate for gas transportation for CT1, CT2 and LEC. The negotiated rate will consist of 2 components, a fixed component based on the approved revenue requirements from the current rate case, and a variable component as opposed to the current rate structure which is 100% variable.

PG&E filed in 2018 for the next rate case scheduled from 2019 – 2021/22. This case is about to be finalized. The CT1 rate will be higher by about 6-7% due mainly to GHG compliance costs of \$0.4781/mmbtu fixed into the rate. The CT1 cost will be adjusted with GHG compliance instruments. In addition to the proposed rates, staff expect PG&E will get a late implementation fee of ~\$0.10/mmbtu.

NCGC/Vistra has been working with PG&E on a negotiated rate for all of NCPAs generation. Fixed costs are based on estimated revenue requirements for EG-LT transmission cost only. The rate case proposal is \$25,000,000. PG&E ran two scenarios of \$28,000,000, and then a worst case based on testimony filed at \$42,000,000. Each generator would pay a fixed allocation fee equal to their percentage of the total output from 2015-2017. The variable component would be equal to the other components in the transmission rate that are not directly associated with the gas pipeline transmission costs (CPUC, Energy Efficiency, etc.) plus a \$0.05 adder.

The ALJ decision is expected to be any time now. PG&E will implement the new rate approximately 45 to 60 days after the ALJ decision is issued. Assuming there is a June 15 decision, the new rate will go into effect between August 1 and August 15. Staff is hopeful to complete negotiations with PG&E in the next 2 weeks. If negotiations are completed by then, staff would like to take this item to the June Commission meeting for approval. Santa Clara staff need a copy of the contract for city council approval. PG&E has a form for this request on their website. Ken Speer will forward to Steve Hance.

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

**Hydro** – The hydro project just had a huge May, the 5<sup>th</sup> on record. Precipitation is now at 129% of normal with almost 50 inches of rain. The snow pack is 216% of normal, and approximately where it was in 2016-2017. The New Spicer Campground is still under snow. It usually opens by Memorial Day, so is hoping to open Father's Day weekend this year. The New Spicer Reservoir is currently over 160,000 acre feet. McKays will spill approximately 45,000 down to 20,000 acre feet for a couple of weeks, making room for the 2019 snow melt. There will also be some impacts with tail water which is out of NCPA's control. Tailwater trips at 1100 feet, so will be curtailed at 1098 feet. Collierville Tailwater Depression Blower Upgrade Project – Contractors have been working at Collierville to clear the area for the new blowers. Staff are now waiting for the blowers to arrive, and then to be installed.

**CTs** – All units are now available, with no current outages. May operations included 8 starts for CT1, with a current total of 230 FYTD starts. CT2 had 0 starts but was forecasted for 3, with a FYTD of 51 starts total. There were no forced outages. Alameda U1 and U2 had planned outages for routine minor work, including filters, inlet cooling, changed wires, replacement of old generators, and installation of new instrumentation. The fire systems have been upgraded with no more halon.

**Geo** – The Plant 1 Overhaul has been completed and is back online with no safety incidents for the month of May. Safety topics during the month included fire extinguishers, shop safety, personal protective equipment, and emergency response including fire detection and alarm. The average May net generation level was 65.3 MW with an estimated monthly total at 49.3 GWhr. The Geo Facility returned to baseload generation when Unit 1 came back online at 93.5 MW net. Projects completed include a new condenser ball cleaning system, new steam ejector replacement, and new delay tank installation. The P-Site Well Workover Project is continuing with preparation on the well site, and rig mobilization will begin June 17, for 4 wells including P-9, P-7, P-5 and P-4.

**Solar Project** – Five members are currently in the Solar Project including Alameda, Healdsburg, Lodi, Plumas-Sierra and Redding at 7 different sites. The Phase 3 RFP was released May 31, on the NCPA public website. Bids are due back by August 4. The PPA terms and conditions are based on the Antelope Solar PPA and is in final review to be published June 7. The Phase 3 Agreement should be finalized by August 28. It will be brought to the Facilities Committee September 4 for recommendation and Commission approval September 27. The Members approval window will be September 27 through November 28, with an award date of November 29, 2019, and no later.

- 9. Designation of Applicant's Agent Resolution** – Staff reviewed background information and was seeking a recommendation for Commission approval of Designation of Applicant's Agent Resolution for Non-State Agencies with State of California Governor's Office of Emergency Services. This is a requirement by the State of California Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) for all disaster relief assistance applicants with pending or future claims, which designates positions that may authorize claims for assistance and other required forms. Applicants must periodically submit a new resolution if claims are still pending. NCPA's current filing will expire July 2019. Two claims are still pending final payment and closeout, including the Valley Fire and Beaver Creek reimbursement claims. The claim amounts that are pending through FEMA and CalOES are \$209,300 for the Valley Fire, and \$484,876 for the Beaver Creek Reservoir damage.

Motion: A motion was made by David Siao and seconded by Tikan Singh recommending Commission approval of Cal OES Designation of Applicant's Agent Resolution for Non-State Agencies authorizing the NCPA General Manager, Chief Financial Officer, and Treasurer Controller as agents to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding disaster assistance grants applied for by NCPA. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 10. Cotenancy Agreement Amendment** – Staff gave an update on the status of discussions regarding an amendment to the Agreement of Cotenancy for the Castle Rock Junction-Lakeville 230-kV Transmission Line.

A Cotenancy Agreement Amendment was proposed in May 2019 to be filed at FERC July 1, 2019 with an effective date of August 1, 2019, which leaves limited time to review the agreement and some ambiguity. PG&E is likely to file an unsigned version unilaterally. NCPA and SVP are likely to request the amendment go through the FERC settlement proceedings. Key issues include; decommissioning costs, and if termination means no risk of fire liability in the future. Calculating the cost of removal is not possible. Staff is researching which assets NCPA and SVP own. NCPA and SVP will develop questions for PG&E by June 14, 2019.

- 11. Review Status of CCA Customer Transition and Service** – NCPA has assisted each of the CCA customers with developing and implementing their own programs. Each CCA has now transitioned from the "start-up" phase to the "operating" phase. NCPA is currently reviewing the Scope of Services contained in each of the CCA Services Agreements. Based on the current experience NCPA has gained, staff is working to develop additional operating procedures to further clarify its roles and responsibilities. The results of this review may reform NCPA's future provision of services to CCA customers, including staffing and resource commitments.

The San Jose Clean Energy Services Agreement required SCID transition to be effective March 31, 2019. Lack of transfer could be noticed by NCPA as an Event of Default. SJCE is currently working with the CAISO to address concerns with the SC Agreement. There are issues related to liability to the City of San Jose (since SJCE is a City Department). SJCE has requested that the Services Agreement be amended to extend the SCID transition date out at least 6 months. This additional time will allow SJCE to address outstanding concerns with CAISO. Staff requested Member feedback regarding willingness to amend the Services Agreement to extend the SCID transition time. If the agreement is amended, this also opens up the opportunity to clarify the Scope of Services as needed as defined in updated procedures. The Committee did not object to staff proposing amendments and suggested extending the term. Staff will present a proposed amended agreement at the next meeting.

- 12. New Business Opportunities** – Staff gave an update regarding new business opportunities.

NCPA recently submitted a Statement of Qualifications on April 30, 2019, to Nevada Irrigation District (NID), in response to a RFI that was issued April 9, 2019. NCPA participated in an interview with NID on May 31, 2019. The main office is located in Colfax with services in Nevada County. They are seeking scheduling and dispatch services including monitoring the Deer Creek Powerhouse, a 5.7 MW Hydroelectric project. NCPA's response was focused on scheduling and dispatch services, but NID also expressed interest in a PPA. NID is seeking an initial term of 2 years for power management services for the Deer Creek Powerhouse. They own another 7 hydroelectric projects, totaling a capacity of 82.2 MW that will come off PG&E contracts in future years. The Committee did not object to continuing further negotiations for scheduling and dispatch services with NID, but no members expressed need for a PPA at this time. Staff will bring back updates as needed.

Western Community Energy (WCE) is a new CCA in Riverside County, which is a JPA with 7 members. Their forecasted load is 1,285,305 MWh per year, with a launch date in early 2020. NCPA is proposing to send a non-binding Statement of Qualifications by June 13, 2019, in response to a RFP issued May 23, 2019. Some challenges include the expedited launch schedule, limited supply of RPS and RA products, and NCPA's resources and bandwidth. However, this would be a good business opportunity with high exposure.

Staff continue discussions with SFWPA regarding service opportunities, including scheduling and dispatch services, the purchase of hydroelectric output, and a long term PPA. Another meeting has been scheduled to discuss PPA pricing options and feasibility. Eight Members have expressed interest in purchasing output of the project. Staff will keep the Committee updated as this opportunity progresses.

### **13. Planning and Operations Update –**

- EBCE SCID transition was completed on June 1, 2019.
- SFWPA – A meeting has been scheduled June 13, 2019 to discuss project pricing.
- Submission of CY 2020 EFC Categories – This will enable RA capacity to be counted as Flexible RA. It needs to be submitted in a week. Staff will bring a list of generation with flexible RA to the next meeting.
- Staff is working to develop Pool / BART CY 2020 RA Estimated Requirements.
- Operating parameters for Alameda and Lodi CT Project have been updated. Pmin was causing schedules to zero out. It has been decreased from 23 to 22. Pmax was too low, so has been increased to 25 but will be adjusted hourly via ambient derates based on seasonal temperature differences.

**14. Schedule Next Meeting Date –** The next regular Facilities Committee meeting is scheduled for July 3, 2019.

### **ADJOURNMENT**

The meeting was adjourned at 12:02 pm by the Committee Chair.





**Northern California Power Agency  
June 5, 2019 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>
<b>ALAMEDA</b>	
<b>BART</b>	
<b>BIGGS</b>	
<b>GRIDLEY</b>	
<b>HEALDSBURG</b>	
<b>LODI</b>	<i>Grayo Arang</i> <i>Tikhan Singh</i>
<b>LOMPOC</b>	
<b>PALO ALTO</b>	
<b>PLUMAS-SIERRA REC</b>	
<b>PORT OF OAKLAND</b>	
<b>REDDING</b>	
<b>ROSEVILLE</b>	<i>David Gao</i>
<b>SANTA CLARA</b>	
<b>TID</b>	
<b>UKIAH</b>	





10

# Commission Staff Report

June 19, 2019

**COMMISSION MEETING DATE:** June 27, 2019

**SUBJECT:** May 31, 2019 Financial Report (Unaudited)

**AGENDA CATEGORY:** Consent

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

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

**RECOMMENDATION:**

Approval by all members

**NOTICE:**

The disbursements of the Northern California Power Agency for the month reported herein, will be approved at the June 27, 2019 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 May 2019 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 May 2019**

**Operations:**

<b>Geothermal</b>	<b>\$</b>	<b>1,996,665</b>
<b>Hydroelectric</b>		<b>2,977,458</b>
<b>CT#1 Combustion Turbines</b>		<b>568,128</b>
<b>CT#2 STIG</b>		<b>546,478</b>
<b>Lodi Energy Center</b>		<b>7,171,008</b>
<b>NCPA Operating</b>		<b>30,251,762</b>
<b>Total</b>	<b>\$</b>	<b><u>43,511,499</u></b>

NORTHERN CALIFORNIA POWER AGENCY  
 REPORT OF BUDGET VS. ACTUAL COST  
 FOR THE PERIOD ENDED MAY 31, 2019

PERCENT OF YEAR ELAPSED 92%
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	This Month	Actual Year To-Date	FY 2019 Budget	% Used	
<b>GENERATION RESOURCES</b>					
<b>NCPA Plants</b>					
Hydroelectric					
Other Plant Cost	\$ 1,673,356	\$ 15,020,118	\$ 16,699,691	90%	
Debt Service (Net)	2,451,545	31,270,709	35,156,824	89%	
Annual Budget Cost	4,124,901	46,290,827	51,856,515	89%	
Geothermal					
Other Plant Cost	2,535,704	27,498,384	29,488,515	93%	
Debt Service (Net)	411,408	4,525,488	4,936,896	92%	
Annual Budget Cost	2,947,112	32,023,872	34,425,411	93%	
Combustion Turbine No. 1	888,905	8,120,832	8,105,701	100%	(a)
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	57,354	1,530,243	977,410	157%	(b)
Other Plant Cost	143,601	1,860,793	2,048,734	91%	
Debt Service (Net)	476,392	5,240,316	5,716,708	92%	
Annual Budget Cost	677,347	8,631,352	8,742,852	99%	
Lodi Energy Center					
Fuel	184,657	45,117,802	33,092,116	136%	(c)
Other Plant Cost	2,407,196	22,291,912	24,544,632	91%	
Debt Service (Net)	2,173,321	23,906,532	26,079,852	92%	
Annual Budget Cost	4,765,174	91,316,246	83,716,600	109%	
Member Resources - Energy	6,078,318	54,053,385	64,448,814	84%	
Member Resources - Natural Gas	252,549	3,866,468	3,098,278	125%	(d)
Western Resources	324,856	18,476,676	31,349,618	59%	
Market Power Purchases	1,482,659	21,657,559	15,539,033	139%	(e)
Load Aggregation Costs - CAISO	45,695,086	513,816,894	273,858,269	188%	(f)
Net GHG Obligations	523,500	2,647,045	1,122,972	236%	(g)
	<b>67,760,407</b>	<b>800,901,156</b>	<b>576,264,063</b>	<b>139%</b>	
<b>TRANSMISSION</b>					
<b>Independent System Operator</b>					
Grid Management Charge	594,545	5,770,375	3,662,271	158%	(h)
Wheeling Access Charge	8,983,933	84,369,655	104,569,875	81%	
Ancillary Services	1,675,610	10,811,334	3,040,303	356%	(i)
Other ISO Charges/(Credits)	(5,698,718)	10,977,839	1,549,274	709%	(j)
	<b>5,555,370</b>	<b>111,929,203</b>	<b>112,821,723</b>	<b>99%</b>	
<b>MANAGEMENT SERVICES</b>					
<b>Legislative &amp; Regulatory</b>					
Legislative Representation	121,134	1,755,961	2,023,068	87%	
Regulatory Representation	76,853	591,287	886,616	67%	
Western Representation	51,577	594,326	848,160	70%	
Member Services	12,465	199,242	438,389	45%	
Judicial Action	75,760	634,032	625,000	101%	(k)

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY  
REPORT OF BUDGET VS. ACTUAL COST  
FOR THE PERIOD ENDED MAY 31, 2019**

<b>PERCENT OF YEAR ELAPSED 92%</b>
--

	This Month	Actual Year To-Date	FY 2019 Budget	% Used	
<b>Power Management</b>					
System Control & Load Dispatch	454,275	5,213,394	6,107,416	85%	
Forecasting, Planning, Prescheduling & Trading	195,399	2,282,677	2,775,167	82%	
Industry Restructuring & Regulatory Affairs	26,528	319,334	438,813	73%	
Contract Admin, Interconnection Svcs & External Affairs	82,592	769,269	1,134,623	68%	
Green Power Project	26	280	2,964	9%	
Gas Purchase Program	4,802	57,265	77,781	74%	
Market Purchase Project	6,428	75,385	112,014	67%	
<b>Energy Risk Management</b>	23,547	192,663	259,585	74%	
<b>Settlements</b>	54,551	501,203	941,392	53%	
<b>Integrated Systems Support</b>	2,322	157,006	272,850	58%	
<b>Participant Pass Through Costs</b>	36,555	1,124,819	1,619,170	69%	
<b>Support Services</b>	133,820	882,706	-	N/A	
	<b>1,358,634</b>	<b>15,350,849</b>	<b>18,563,008</b>	<b>83%</b>	
<b>TOTAL ANNUAL BUDGET COST</b>	<b>74,674,411</b>	<b>928,181,208</b>	<b>707,648,794</b>	<b>131%</b>	
<b>LESS: THIRD PARTY REVENUE</b>					
Plant ISO Energy Sales	6,034,334	150,538,202	100,456,289	150%	(l)
Member Resource ISO Energy Sales	1,360,342	33,659,881	28,186,777	119%	(m)
NCPA Contracts ISO Energy Sales	589,900	23,978,944	14,720,326	163%	(m)
Western Resource Energy Sales	1,841,363	22,107,765	23,182,775	95%	
Load Aggregation Energy Sales	28,903,283	289,116,651	131,328,609	220%	(n)
Ancillary Services Sales	371,796	4,908,899	4,409,129	111%	(o)
Transmission Sales	9,198	101,178	110,376	92%	
Western Credits, Interest and Other Income	3,055,483	24,113,984	37,414,086	64%	
	<b>42,165,699</b>	<b>548,525,504</b>	<b>339,808,367</b>	<b>161%</b>	
<b>NET ANNUAL BUDGET COST TO PARTICIPANTS</b>	<b>\$ 32,508,712</b>	<b>\$ 379,655,704</b>	<b>\$ 367,840,427</b>	<b>103%</b>	

- (a) Increase in costs due to greater than projected MWhs of generation. CT1 is at 161% of budgeted MWhs at 5/31/19. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (b) Increase in costs due to greater than projected MWhs of generation. CT2 is at 311% of budgeted MWhs at 5/31/19. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (c) Increase in fuel costs due to higher price per mmBtu compared to budgeted price per mmBtu and greater than projected MWhs of generation. LEC is at 111% of budgeted MWhs at 5/31/19.
- (d) Increase due to greater than projected MWhs of generation at CT1, CT2, and LEC. See notes (a), (b), and (c).
- (e) Variance due to unbudgeted market purchases and NCPA contracts. Unbudgeted deals made after the FY19 budget including certain NextEra and Shell deals.
- (f) Increase due to higher than budgeted market prices and unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (g) Purchases made several months in advance. Increase primarily due to greater than anticipated GHG allowances purchased at auction for City of Lodi, Healdsburg, and BART.
- (h) Increase due to greater than projected MWhs of generation. See notes (a), (b), and (c).
- (i) Increase due to greater than projected MWhs of generation. See notes (a), (b), and (c).
- (j) The budget to actual variance is caused by unbudgeted CAISO costs including imbalance costs, neutrality allocations, congestion offsets, and other cost allocations. These costs are not budgeted due to their unpredictable nature.
- (k) Variance due to higher than anticipated legal costs related to privileged and confidential legal proceedings.
- (l) Increase due to higher market prices caused by California wildfires and higher natural gas prices. Increase also due to greater than projected MWhs of generation. See notes (a), (b), and (c).
- (m) Variance due to higher than anticipated ISO energy sales and higher market prices.
- (n) The load aggregation energy sales variance is due to unbudgeted sales related to East Bay Community Energy and San Jose Clean Energy.
- (o) Increase due to greater than projected MWhs of generation. See notes (a), (b), and (c) and corresponding increase in ancillary services costs.

**COMBINED STATEMENTS OF NET POSITION**

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

**UNAUDITED**

	May 31,	
	2019	2018
ASSETS	(in thousands)	
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 38,373	\$ 22,508
Investments	47,412	52,821
Accounts receivable		
Participants	11	41
Other	5,855	767
Interest receivable	461	221
Inventory and supplies	9,746	10,009
Prepaid expenses	2,264	868
TOTAL CURRENT ASSETS	<u>104,122</u>	<u>87,235</u>
<b>RESTRICTED ASSETS</b>		
Cash and cash equivalents	63,032	62,478
Investments	164,476	177,977
Interest receivable	744	660
TOTAL RESTRICTED ASSETS	<u>228,252</u>	<u>241,115</u>
<b>ELECTRIC PLANT</b>		
Electric plant in service	1,506,178	1,504,227
Less: accumulated depreciation	(1,001,510)	(970,913)
	<u>504,668</u>	<u>533,314</u>
Construction work-in-progress	182	259
TOTAL ELECTRIC PLANT	<u>504,850</u>	<u>533,573</u>
<b>OTHER ASSETS</b>		
Regulatory assets	228,176	229,899
Preliminary survey and investigation costs	385	3
Investment in associated company	265	265
TOTAL ASSETS	<u>1,066,050</u>	<u>1,092,090</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Excess cost on refunding of debt	34,014	42,278
Pension deferrals	19,200	13,506
TOTAL DEFERRED OUTFLOWS OF RESOURCES	<u>53,214</u>	<u>55,784</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	<u>\$ 1,119,264</u>	<u>\$ 1,147,874</u>

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY  
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	May 31,	
	2019	2018
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 31,742	\$ 23,791
Accounts and retentions payable - restricted for construction	10	-
Member advances	1,380	1,068
Operating reserves	25,186	20,686
Current portion of long-term debt	32,780	41,545
Accrued interest payable	16,996	18,193
TOTAL CURRENT LIABILITIES	<u>108,094</u>	<u>105,283</u>
NON-CURRENT LIABILITIES		
Net pension and OPEB liability	76,002	64,589
Operating reserves and other deposits	149,208	148,447
Interest rate swap liability	14,484	13,819
Long-term debt, net	659,565	706,492
TOTAL NON-CURRENT LIABILITIES	<u>899,259</u>	<u>933,347</u>
TOTAL LIABILITIES	<u>1,007,353</u>	<u>1,038,630</u>
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	67,839	71,253
Pension and OPEB deferrals	3,195	4,460
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>71,034</u>	<u>75,713</u>
NET POSITION		
Net investment in capital assets	(55,940)	(70,060)
Restricted	52,929	68,050
Unrestricted	43,888	35,541
TOTAL NET POSITION	<u>40,877</u>	<u>33,531</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	<u>\$ 1,119,264</u>	<u>\$ 1,147,874</u>

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

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

**UNAUDITED**

	Eleven Months Ended May 31,	
	2019	2018
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 404,748	\$ 344,547
Other Third-Party	241,415	171,668
TOTAL OPERATING REVENUES	<u>646,163</u>	<u>516,215</u>
OPERATING EXPENSES		
Purchased power	278,065	216,527
Operations	91,767	67,901
Transmission	166,728	124,280
Depreciation	28,285	28,362
Maintenance	22,337	18,375
Administrative and general	19,368	19,268
TOTAL OPERATING EXPENSES	<u>606,550</u>	<u>474,713</u>
NET OPERATING REVENUES	<u>39,613</u>	<u>41,502</u>
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(36,856)	(36,264)
Interest income	8,251	4,585
Other	7,068	7,507
TOTAL NON OPERATING EXPENSES	<u>(21,537)</u>	<u>(24,172)</u>
FUTURE RECOVERABLE AMOUNTS	(2,972)	(6,346)
REFUNDS TO PARTICIPANTS	<u>(12,295)</u>	<u>(11,515)</u>
INCREASE (DECREASE) IN NET POSITION	2,809	(529)
NET POSITION, Beginning of year	<u>38,068</u>	<u>34,060</u>
NET POSITION, Period ended	<u>\$ 40,877</u>	<u>\$ 33,531</u>



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

May 31, 2019

	GENERATING & TRANSMISSION RESOURCES										Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services				
<b>ASSETS</b>												
<b>CURRENT ASSETS</b>												
Cash and cash equivalents	\$ 1	\$ -	\$ 1	\$ 1	\$ 74	\$ -	\$ -	\$ 633	\$ -	\$ 37,663	\$ 47,412	\$ 38,373
Investments	-	-	-	-	-	-	-	-	-	-	-	47,412
Accounts receivable	-	-	-	-	-	-	-	-	-	-	-	11
Participants	11	-	-	-	-	-	-	1,886	-	3,958	-	5,855
Other	-	-	-	-	-	-	-	158	-	302	-	461
Interest receivable	-	-	-	-	-	-	-	-	-	-	-	9,746
Inventory and supplies	4,509	1,079	642	1,405	2,111	-	-	-	-	-	-	2,264
Prepaid expenses	-	-	-	-	319	-	-	-	-	1,928	-	-
Due from Agency and other programs*	15,478	17,253	2,268	1,359	9,199	-	-	28,363	13,323	(87,243)	-	-
<b>TOTAL CURRENT ASSETS</b>	<b>19,999</b>	<b>18,332</b>	<b>2,911</b>	<b>2,765</b>	<b>11,703</b>	<b>-</b>	<b>-</b>	<b>30,407</b>	<b>13,974</b>	<b>4,031</b>	<b>-</b>	<b>104,122</b>
<b>RESTRICTED ASSETS</b>												
Cash and cash equivalents	2,977	13,879	1,010	-	22,902	-	-	1,668	-	20,596	-	63,032
Investments	28,078	29,534	4,633	-	21,661	-	-	26,840	-	53,730	-	164,476
Interest receivable	140	131	14	-	141	-	-	-	-	318	-	744
<b>TOTAL RESTRICTED ASSETS</b>	<b>31,195</b>	<b>43,544</b>	<b>5,657</b>	<b>-</b>	<b>44,704</b>	<b>-</b>	<b>-</b>	<b>28,508</b>	<b>-</b>	<b>74,644</b>	<b>-</b>	<b>228,252</b>
<b>ELECTRIC PLANT</b>												
Electric plant in service	571,423	394,930	64,852	36,552	423,853	7,736	-	-	839	5,993	-	1,506,178
Less: accumulated depreciation	(539,004)	(270,915)	(50,383)	(34,654)	(94,952)	(7,736)	-	-	(494)	(3,372)	-	(1,001,510)
	32,419	124,015	14,469	1,898	328,901	-	-	-	345	2,621	-	504,668
Construction work-in-progress	-	-	-	-	182	-	-	-	-	-	-	182
<b>TOTAL ELECTRIC PLANT</b>	<b>32,419</b>	<b>124,015</b>	<b>14,469</b>	<b>1,898</b>	<b>329,083</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>345</b>	<b>2,621</b>	<b>-</b>	<b>504,850</b>
<b>OTHER ASSETS</b>												
Regulatory assets	(1,575)	133,964	8,687	-	25,307	-	-	-	-	61,793	-	228,176
Preliminary survey and investigation costs	-	-	-	-	-	-	-	-	-	385	-	385
Investment in associated company	-	-	-	-	-	-	-	-	-	265	-	265
<b>TOTAL ASSETS</b>	<b>82,038</b>	<b>319,855</b>	<b>31,724</b>	<b>4,663</b>	<b>410,797</b>	<b>-</b>	<b>-</b>	<b>58,915</b>	<b>14,704</b>	<b>143,354</b>	<b>-</b>	<b>1,066,050</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>												
Excess cost on refunding of debt	1,585	29,790	791	-	1,848	-	-	-	-	-	-	34,014
Pension deferrals	1,585	29,790	791	-	1,848	-	-	-	-	19,200	-	19,200
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>3,170</b>	<b>59,580</b>	<b>1,582</b>	<b>-</b>	<b>3,696</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>19,200</b>	<b>-</b>	<b>53,214</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 83,623</b>	<b>\$ 349,645</b>	<b>\$ 32,515</b>	<b>\$ 4,663</b>	<b>\$ 412,645</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 58,915</b>	<b>\$ 14,704</b>	<b>\$ 162,554</b>	<b>\$ -</b>	<b>\$ 1,119,264</b>

\* Eliminated in Combination

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

May 31, 2019

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
<b>LIABILITIES</b>										
<b>CURRENT LIABILITIES</b>										
Accounts payable and accrued expenses	\$ 298	\$ 834	\$ 29	\$ 45	\$ 183	\$ -	\$ 26,665	\$ -	\$ 3,688	\$ 31,742
Accounts and retentions payable - restricted for construction	-	10	-	-	-	-	-	-	-	10
Member advances	791	-	-	-	-	-	-	589	-	1,380
Operating reserves	8,490	250	513	2,407	13,526	-	-	-	-	25,186
Current portion of long-term debt	4,420	12,685	4,195	-	11,480	-	-	-	-	32,780
Accrued interest payable	220	5,860	507	-	10,409	-	-	-	-	16,996
<b>TOTAL CURRENT LIABILITIES</b>	<b>14,219</b>	<b>19,639</b>	<b>5,244</b>	<b>2,452</b>	<b>35,598</b>	<b>-</b>	<b>26,665</b>	<b>589</b>	<b>3,688</b>	<b>108,094</b>
<b>NON-CURRENT LIABILITIES</b>										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	76,002	76,002
Operating reserves and other deposits	21,520	14,834	-	-	1,157	-	28,667	8,389	74,641	149,208
Interest rate swap liability	-	14,484	-	-	-	-	-	-	-	14,484
Long-term debt, net	20,100	282,483	25,884	-	331,098	-	-	-	-	659,565
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>41,620</b>	<b>311,801</b>	<b>25,884</b>	<b>-</b>	<b>332,255</b>	<b>-</b>	<b>28,667</b>	<b>8,389</b>	<b>150,643</b>	<b>899,259</b>
<b>TOTAL LIABILITIES</b>	<b>55,839</b>	<b>331,440</b>	<b>31,128</b>	<b>2,452</b>	<b>367,853</b>	<b>-</b>	<b>55,332</b>	<b>8,978</b>	<b>154,331</b>	<b>1,007,353</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>										
Regulatory credits	17,928	4,037	886	2,063	39,469	-	-	345	3,111	67,839
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	3,195	3,195
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>17,928</b>	<b>4,037</b>	<b>886</b>	<b>2,063</b>	<b>39,469</b>	<b>-</b>	<b>-</b>	<b>345</b>	<b>6,306</b>	<b>71,034</b>
<b>NET POSITION</b>										
Net investment in capital assets	(4,380)	(21,146)	(6,972)	-	(23,442)	-	-	-	-	(55,940)
Restricted	8,560	18,695	5,150	-	24,424	-	-	(3,903)	3	52,929
Unrestricted	5,676	16,619	2,323	148	4,341	-	3,583	9,284	1,914	43,888
<b>TOTAL NET POSITION</b>	<b>9,856</b>	<b>14,168</b>	<b>501</b>	<b>148</b>	<b>5,323</b>	<b>-</b>	<b>3,583</b>	<b>5,381</b>	<b>1,917</b>	<b>40,877</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 83,623</b>	<b>\$ 349,645</b>	<b>\$ 32,515</b>	<b>\$ 4,663</b>	<b>\$ 412,645</b>	<b>\$ -</b>	<b>\$ 58,915</b>	<b>\$ 14,704</b>	<b>\$ 162,554</b>	<b>\$ 1,119,264</b>

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 Eleven Months Ended May 31, 2019

	GENERATING & TRANSMISSION RESOURCES								Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission				
OPERATING REVENUES											
Participants	\$ (1,784)	\$ 14,217	\$ 4,409	\$ 6,404	\$ 11,472	\$ -	\$ 348,067	\$ 21,227	\$ 736	\$ 404,748	
Other Third-Party	34,004	40,431	2,092	1,872	77,454	-	85,599	(37)	-	241,415	
TOTAL OPERATING REVENUES	32,220	54,648	6,501	8,276	88,926	-	433,666	21,190	736	646,163	
OPERATING EXPENSES											
Purchased power	654	3,489	101	265	4,454	-	269,102	-	-	278,065	
Operations	14,418	4,066	2,093	1,989	54,532	-	3,866	10,803	-	91,767	
Transmission	251	347	50	200	745	-	165,131	4	-	166,728	
Depreciation	3,591	8,690	2,020	176	13,399	-	-	95	314	28,285	
Maintenance	8,184	4,081	541	4,990	4,424	-	-	117	-	22,337	
Administrative and general	3,589	3,772	519	696	4,405	-	-	6,141	246	19,368	
Intercompany (sales) purchases, net*	(601)	236	62	89	268	-	-	(54)	-	-	
TOTAL OPERATING EXPENSES	30,086	24,681	5,386	8,405	82,227	-	438,099	17,106	560	606,550	
NET OPERATING REVENUES	2,134	29,967	1,115	(129)	6,699	-	(4,433)	4,084	176	39,613	
NON OPERATING (EXPENSES) REVENUES											
Interest expense	(492)	(21,473)	(1,363)	-	(13,528)	-	-	-	-	(36,856)	
Interest income	1,018	1,232	130	1	1,305	-	1,228	88	3,249	8,251	
Other	-	1	2,291	-	4,381	-	64	44	287	7,068	
TOTAL NON OPERATING (EXPENSES) REVENUES	526	(20,240)	1,058	1	(7,842)	-	1,292	132	3,536	(21,537)	
FUTURE RECOVERABLE AMOUNTS	(1,792)	(777)	(1,921)	-	1,518	-	-	-	-	(2,972)	
REFUNDS TO PARTICIPANTS	(2,936)	(2,169)	(160)	902	1,704	-	(1,372)	(5,632)	(2,632)	(12,295)	
INCREASE (DECREASE) IN NET POSITION	(2,068)	6,781	92	774	2,079	-	(4,513)	(1,416)	1,080	2,809	
NET POSITION, Beginning of year	11,924	7,387	409	(626)	3,244	-	8,096	6,797	837	38,068	
NET POSITION, Period ended	\$ 9,856	\$ 14,168	\$ 501	\$ 148	\$ 5,323	\$ -	\$ 3,583	\$ 5,381	\$ 1,917	\$ 40,877	

\* Eliminated in Combination

**NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS**  
**AGED ACCOUNTS RECEIVABLE**  
 May 31, 2019

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 5,852,986
PAST DUE:			
1 - 30	CDWR	Share of application subscription	11,124
	CDWR	Training	72
31 - 60	Trinity PUD	Training	1,611
61 - 90			
91 - 120			
Over 120 Days			
<b>PARTICIPANT and OTHER RECEIVABLES (net)</b>			<b><u>\$ 5,865,793</u></b>



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# Commission Staff Report

June 19, 2019

**COMMISSION MEETING DATE:** June 27, 2019

**SUBJECT:** Treasurer's Report for Month Ended May 31, 2019

**AGENDA CATEGORY:** Consent

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

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

**RECOMMENDATION:**

Approval by all members.

**BACKGROUND:**

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

Cash – At month end cash totaled \$6,111,009 of which approximately \$1,244,265 was applicable to Special and Reserve Fund Deposits, \$932,621 to Debt Service and \$3,934,123 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 \$307,003,568 at month end. The current market value of the portfolio totaled \$307,652,080.

The overall portfolio had a combined weighted average interest rate of 2.244% with a bond equivalent yield (yield to maturity) of 2.275%. Investments with a maturity greater than one year totaled \$182,225,000. May maturities totaled \$33 million and monthly receipts totaled \$41 million. During the month \$36 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills decreased 7 basis points (from 2.44% to 2.37%) and rates on one year T-Bills decreased 15 basis points (from 2.43% to 2.28%).

To the best of my knowledge and belief, all securities held by NCPA as of May 31, 2019 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

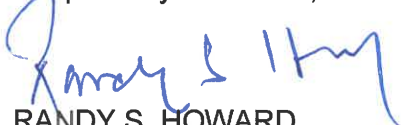
**FISCAL IMPACT:**

This report has no direct budget impact to the Agency.

**ENVIRONMENTAL ANALYSIS:**

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

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachment

**SR: 163:19**

# **NORTHERN CALIFORNIA POWER AGENCY**

## **TREASURER'S REPORT**

**MAY 31, 2019**

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<b>INVESTMENT MATURITIES ANALYSIS</b>	<b>5</b>
<b>DETAIL REPORT OF INVESTMENTS</b>	<b>APPENDIX</b>

**Northern California Power Agency  
Treasurer's Report  
Cash & Investment Balance  
May 31, 2019**

	CASH	INVESTMENTS	TOTAL	PERCENT
<b>NCPA FUNDS</b>				
Operating	\$ 2,138,296	\$ 111,293,137	\$ 113,431,433	36.23%
Special Deposits	900,399	-	900,399	0.30%
Construction	895,428	4,154,014	5,049,442	1.61%
Debt Service	932,621	46,652,156	47,584,777	15.20%
Special & Reserve	1,244,265	144,904,261	146,148,526	46.68%
	<b>\$ 6,111,009</b>	<b>\$ 307,003,568</b>	<b>\$ 313,114,577</b>	<b>100.00%</b>

Portfolio Investments at Market Value \$ 307,652,080

NOTE A -Investment amounts shown at book carrying value.



**Northern California Power Agency  
Treasurer's Report  
Cash Activity Summary  
May 31, 2019**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
<b>NCPA FUNDS</b>							
Operating	\$ 33,645,193	\$ 96,485	\$ 14,340,495	\$ (24,845,398)	\$ (11,417,930)	\$ (14,752,723)	\$ (2,933,878)
Special Deposits	3,375,628	10	-	(13,287,630)	-	9,912,502	510
Construction	-	-	895,000	-	-	-	895,000
Debt Service	3,138,233	274	15,459,922	(918,492)	(22,139,448)	5,387,672	928,161
Special & Reserve	566,662	229,084	2,792,513	-	(2,113,546)	(547,451)	927,262
	<b>\$ 40,725,716</b>	<b>\$ 325,853</b>	<b>\$ 33,487,930</b>	<b>\$ (39,051,520)</b>	<b>\$ (35,670,924)</b>	<b>\$ -</b>	<b>\$ (182,945)</b>

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  
May 31, 2019**

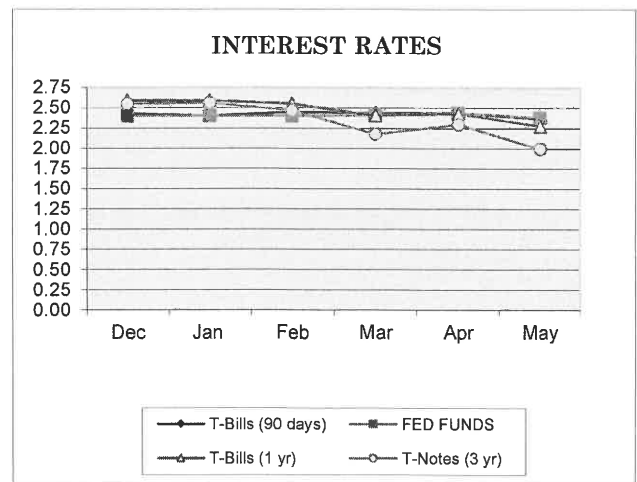
	PURCHASED	SOLD OR MATURED	(NON-CASH)	(NON-CASH)	INVESTMENTS	
			DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
<b>NCPA FUNDS</b>						
Operating	\$ 11,417,930	\$ (14,340,495)	\$ 13,306	\$ -	\$ -	\$ (2,909,259)
Special Deposits	-	-	-	-	-	-
Construction	-	(895,000)	3,459	-	-	(891,541)
Debt Service	22,139,448	(15,459,922)	79,367	41	-	6,758,934
Special & Reserve	2,113,546	(2,792,513)	(2,345)	-	-	(681,312)
	<u>\$ 35,670,924</u>	<u>\$ (33,487,930)</u>	<u>\$ 93,787</u>	<u>\$ 41</u>	<u>\$ -</u>	<u>\$ 2,276,822</u>
<b>Less Non- Cash Activity</b>						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(93,828)</u>
<b>Net Change in Investment --Before Non-Cash Activity</b>						<u><u>\$ 2,182,994</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency  
Interest Rate/Yield Analysis  
May 31, 2019**

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>2.244%</b>	<b>2.275%</b>
<b>OPERATING FUNDS:</b>	<b>2.244%</b>	<b>2.361%</b>
<b>PROJECTS:</b>		
Geothermal	2.526%	2.636%
Capital Facilities	2.368%	2.399%
Hydroelectric	2.525%	2.608%
Lodi Energy Center	1.479%	1.297%

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Fds (Overnight)	2.38%	1.70%
T-Bills (90da.)	2.37%	1.92%
Agency Disc (90da.)	2.35%	1.92%
T-Bills (1yr.)	2.28%	2.31%
Agency Disc (1yr.)	2.17%	2.06%
T-Notes (3yr.)	2.00%	2.68%



**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
May 31, 2019**

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	\$ 2,484	\$ 26,291	\$ 4,515	\$ 2,464	\$ -	\$ 119,429	\$ 2,000	\$ 157,183	50.74%
Corporate Bonds (MTN)	-	-	-	-	1,000	59,150	-	60,150	19.42%
US Bank Trust Money Market	19,184	-	-	-	-	-	-	19,184	6.19%
Commercial Paper	9,837	-	-	-	-	-	-	9,837	3.19%
Investment Trusts (LAIF)	52,017	-	-	-	-	-	-	52,017	16.79%
Investment Trusts (CAMP)	5,078	-	-	-	-	-	-	5,078	1.65%
U.S.Treasury Market Acct. *	2,145	-	-	-	-	-	-	2,145	0.69%
U.S.Treasury Bill/Note	-	2,476	48	-	-	146	-	2,670	0.86%
Certificates of Deposit	-	10	-	-	-	1,500	-	1,510	0.49%
<b>Total Dollars</b>	<b>\$ 90,745</b>	<b>\$ 28,777</b>	<b>\$ 4,563</b>	<b>\$ 2,464</b>	<b>\$ 1,000</b>	<b>\$ 180,225</b>	<b>\$ 2,000</b>	<b>\$ 309,774</b>	<b>100.00%</b>
<b>Total Percents</b>	<b>29.28%</b>	<b>9.29%</b>	<b>1.47%</b>	<b>0.80%</b>	<b>0.32%</b>	<b>58.18%</b>	<b>0.65%</b>	<b>100.00%</b>	

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.**

05/31/2019

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	5,025,000	1.850	11/26/2014	5,025,000		1	1.850	5,025,000	SYS70101	70101	5,025,000
Local Agency Investim	LAIF	30,687,068	2.546	07/01/2013	30,687,068		1	2.546	30,687,068	SYS70000	70000	30,687,068
California Asset Mgmt	CMP	4,447	2.640	10/19/2018	4,447		1	2.640	4,447	SYS70070	70070	4,447
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70014	70014	0
US Bank	USB	2,138,296	0.001	06/30/2013	2,138,296		1	0.001	2,138,296	SYS70050	70050	2,138,296
US Bank	USB	4,811,845	0.850	08/24/2017	4,811,845		1	0.850	4,811,845	SYS70056	70056	4,811,845
US Bank	USB	10,000	0.050	04/07/2019	10,000	07/07/2019	36	0.050	10,000	SYS30317	30317	10,000
General Dynamics	UBOC	1,000,000	2.875	09/20/2018	998,980	05/11/2020	345	2.937	1,003,220	369550BA5	26668	999,413
Federal Home Loan Ba	UBOC	4,975,000	1.600	08/28/2017	4,990,373	07/17/2020	412	1.480	4,940,722	3130ABTW6	26466	4,981,007
Walmart, Inc.	UBOC	1,000,000	1.900	09/20/2018	979,580	12/15/2020	563	2.848	994,850	931142EA7	26674	985,947
John Deere Capital C	UBOC	500,000	2.350	09/21/2018	492,195	01/08/2021	587	3.057	500,045	24422ETZ2	26676	494,554
Federal Home Loan Ba	UBOC	2,785,000	1.400	07/19/2016	2,783,608	01/19/2021	598	1.411	2,756,677	3130A8P80	26355	2,784,495
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	638	2.969	996,440	17275RBD3	26667	987,160
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	670	2.846	497,070	437076BL5	26558	492,613
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	718	2.919	988,630	458140AV0	26670	977,084
Pfizer Inc	UBOC	500,000	1.950	06/12/2018	487,130	06/03/2021	733	2.858	497,320	717081DX8	26617	491,324
Federal Home Loan Mt	UBOC	1,000,000	2.500	06/28/2018	1,000,000	06/28/2021	768	2.990	1,000,500	3134GSOA6	26628	1,000,000
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	786	1.620	2,586,388	3133EHSR5	26465	2,607,385
Federal Home Loan Mt	UBOC	3,500,000	1.500	11/23/2016	3,500,000	08/23/2021	814	1.500	3,461,045	3134GAVH4	26385	3,500,000
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	831	3.149	986,530	02665WBG5	26669	968,795
3M Company	UBOC	1,000,000	3.000	09/11/2018	999,480	09/14/2021	836	3.018	1,016,470	88579YBA8	26675	999,601
Federal Home Loan Mt	UBOC	202,000	2.200	01/30/2017	202,000	01/26/2022	970	2.200	202,036	3134GAV92	28403	202,000
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	981	3.060	1,002,870	742718DY2	26673	980,771
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	1,006	2.982	1,002,460	478160CD4	26671	980,958
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	1,035	3.315	505,625	87236YAE8	26601	495,167
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	1,066	2.924	500,145	713448DT2	26557	490,778
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	1,075	2.329	1,122,483	03783CCQ1	26525	1,122,393
Boeing Co.	UBOC	500,000	2.200	06/12/2018	482,180	10/30/2022	1,247	3.074	494,015	097023BN4	26612	486,121
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	1,264	3.157	501,000	02665WCA7	26614	491,057
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	1,283	3.008	499,290	16676ABA6	26555	489,375
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	1,292	3.135	406,072	92826CAC6	26647	395,585
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	1,320	3.315	1,004,700	89236TEL5	26645	979,467
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	1,341	3.464	502,185	828807CN5	26603	488,002
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	1,365	3.154	498,850	68389XBR5	26556	490,933
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	1,369	3.068	1,010,410	30231GAR3	26648	988,061
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	1,374	3.264	504,240	24422ETG4	26613	491,949
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	1,383	3.086	504,615	084670BR8	26554	494,130
United Parcel Serv	UBOC	500,000	2.500	05/15/2018	485,225	04/01/2023	1,400	3.248	499,715	911312BK1	26600	486,817
United Parcel Serv	UBOC	500,000	2.500	09/21/2018	485,120	04/01/2023	1,400	3.308	499,715	911312BK1	26677	485,709
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	1,427	3.443	516,210	06406RAG2	26602	500,998

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Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	1,444	3.236	518,105	427866AZ1	26615	502,510
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	1,514	3.399	1,034,150	90331HNV1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	1,529	3.172	986,810	594918BQ6	26672	954,867
Oracle Corp.	UBOC	4,145,000	2.400	05/31/2019	4,105,452	09/15/2023	1,587	2.630	4,103,985	68889XBL8	26820	4,106,452
Federal Farm Credit	UBOC	1,500,000	3.340	11/21/2018	1,500,000	10/04/2023	1,586	3.339	1,505,490	3133EJES9	26714	1,500,000
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,706	3.561	525,060	46625HJT8	26760	513,686
<b>Fund Total and Average</b>		<b>\$ 85,408,993</b>	<b>2.179</b>	<b>\$ 84,979,141</b>	<b>\$ 84,979,141</b>	<b>492</b>	<b>2.332</b>	<b>\$ 85,352,779</b>	<b>\$ 85,352,779</b>			<b>\$ 85,063,840</b>

MPP GHG Auction Acct

Local Agency Investm		633,214	2.546	07/01/2013	633,214		1	2.546	633,214	SYS70045	70045	633,214
<b>Fund Total and Average</b>		<b>\$ 633,214</b>	<b>2.546</b>	<b>\$ 633,214</b>	<b>\$ 633,214</b>	<b>1</b>	<b>2.546</b>	<b>\$ 633,214</b>	<b>\$ 633,214</b>			<b>\$ 633,214</b>

SCPA Balancing Account

Local Agency Investm	LAIF	816,894	2.546	07/01/2013	816,894		1	2.546	816,894	SYS70022	70022	816,894
Union Bank of Calif	UBOC	3,163	0.002	07/01/2013	3,163		1	0.002	3,163	SYS70023	70023	3,163
Federal Home Loan Ba	UBOC	500,000	2.450	12/20/2018	493,773	06/21/2019	20	2.515	499,415	313384HD4A	26733	499,319
Federal Home Loan Ba	UBOC	750,000	2.875	11/27/2018	750,045	09/11/2020	468	2.870	757,455	313370US5	26717	750,032
Federal National Mtg	UBOC	1,150,000	1.630	12/20/2018	1,128,369	10/30/2020	517	2.672	1,142,893	31355GORM7	26734	1,133,567
Federal Home Loan Mt	UBOC	1,000,000	3.000	12/18/2018	1,000,000	12/18/2021	566	3.000	1,000,310	3134GSF34	26729	1,000,000
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	702	3.000	496,370	06406FAB9	26570	491,338
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	987	2.798	501,860	594918BA1	26574	494,610
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	1,007	3.186	501,025	25468PDQ6	26630	490,467
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	1,035	3.100	505,625	87236YAE8	26571	498,014
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	1,096	2.918	503,725	437076BG6	26572	495,881
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	1,202	3.161	498,620	74460DAB5	26573	487,949
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	1,292	3.096	253,795	92826CAC6	26632	247,563
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	1,293	3.070	504,585	458140AM2	26625	493,918
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	1,319	3.203	551,436	89239F7F7	26598	539,409
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,655	02/28/2023	1,368	3.170	502,835	17276RBE1	26624	490,137
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	1,369	3.055	505,205	30231GAR3	26599	494,287
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	1,383	3.185	504,615	084670BR8	26596	492,407
United Parcel Servis	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	1,400	3.191	499,715	911312BK1	26627	487,762
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	1,430	3.108	498,945	654106AC7	26597	484,539
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	1,461	3.438	503,220	828807DD6	26631	487,409
Federal Home Loan Mt	UBOC	2,600,000	2.750	08/17/2018	2,603,900	06/15/2023	1,475	3.467	2,621,554	3134GSMY8	26653	2,603,263
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	06/15/2023	1,475	3.150	511,075	717081DH3	26626	497,202
Federal Home Loan Mt	UBOC	2,500,000	3.050	08/28/2018	2,501,250	08/28/2023	1,549	3.039	2,523,350	3134GSUZ6	26654	2,501,060
Federal Home Loan Ba	UBOC	2,000,000	3.100	12/28/2018	2,000,000	12/28/2023	1,671	3.100	2,023,720	3130AFKR7	26736	2,000,000
Federal Home Loan Mt	UBOC	2,500,000	2.875	02/28/2019	2,500,000	02/28/2024	1,733	2.875	2,507,800	3134GS3G8	26759	2,500,000



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SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Sond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Mt	UBOC	2,000,000	2.760	04/01/2019	2,000,000	04/01/2024	1,766	2.760	2,005,880	3134GS7J8	26797	2,000,000
Federal Home Loan Mt	UBOC	2,000,000	2.850	04/01/2019	2,000,000	04/01/2024	1,766	2.853	2,005,300	3134GS7H2	26798	2,000,000
Federal Home Loan Mt	UBOC	2,180,000	2.700	04/30/2019	2,180,000	04/30/2024	1,795	2.700	2,185,624	3134GTCQ4	26799	2,180,000
<b>Fund Total and Average</b>												
		\$ 27,800,057	2.714		\$ 27,611,088		1351	2.984	\$ 27,935,009			\$ 27,660,210

General Operating Reserve

Local Agency Investm	LAIF	15,522,716	2.546	07/01/2013	15,522,716		1	2.546	15,522,716	SYS70000	70002	15,522,716
California Asset Mgm	CMP	5,073,804	2.640	12/14/2018	5,073,804		1	2.640	5,073,804	SYS70071	70071	5,073,804
Union Bank of Calif	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 National Mtg	UBOC	2,000,000	1.750	08/28/2015	2,026,240	11/26/2019	178	1.430	1,994,000	3135G0ZY2	26246	2,003,005
Federal Farm Credit	UBOC	4,285,000	1.440	07/20/2016	4,280,715	01/19/2021	598	1.463	4,246,221	3133EGMP7	26355	4,283,444
Federal Home Loan Ba	UBOC	9,720,000	1.400	07/19/2016	9,715,140	01/19/2021	598	1.411	9,621,148	3130A8P80	26354	9,718,236
Federal National Mtg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	05/25/2021	724	1.625	5,104,960	3136G3NL5	26332	5,162,000
Federal National Mtg	UBOC	1,300,000	1.500	08/30/2016	1,300,000	05/28/2021	727	1.500	1,285,050	3136G33W3	26368	1,300,000
Federal Farm Credit	UBOC	10,629,000	1.690	06/02/2016	10,629,000	06/02/2021	732	1.690	10,565,651	3133EGDH5	26335	10,629,000
Federal Home Loan Mt	UBOC	467,000	2.200	01/30/2017	467,000	01/26/2022	970	2.200	467,084	3134GAV92	26402	467,000
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	987	2.972	401,468	594918BA1	26578	393,944
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	1,035	3.335	505,625	872367AE8	26582	494,918
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	1,075	2.329	4,022,393	037833CQ1	26524	4,022,069
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	1,105	1.760	3,590,980	313379Q69	26467	3,612,666
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	1,142	3.083	512,000	71344BCX4	26580	500,229
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	12/01/2022	1,279	2.937	498,375	25468FCW4	26739	490,329
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	1,292	3.145	507,590	92826CAC6	26584	494,352
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	1,332	3.140	758,618	90331HNL3	26737	742,584
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	1,338	3.325	505,975	06406RAE7	26575	493,683
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	1,355	3.195	498,850	68389XBR5	26579	490,240
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	1,361	3.225	504,105	74005PBF0	26581	491,002
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	1,383	3.243	504,615	084670BR8	26576	491,408
United Parcel Serv	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	1,400	3.245	498,715	911312BK1	26583	486,888
Chevron Corp.	UBOC	750,000	2.586	01/30/2019	738,750	05/16/2023	1,445	2.939	752,333	166764BK5	26740	739,631
Boeing Co.	UBOC	500,000	1.875	01/30/2019	477,500	06/15/2023	1,475	2.979	484,315	097023BQ7	26741	479,229
Chevron Corp.	UBOC	500,000	3.191	02/07/2019	507,025	06/24/2023	1,484	2.847	513,580	166764AH3	26755	506,517
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	06/26/2023	1,486	2.864	519,425	931142EK5	26758	510,169
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	09/15/2023	1,567	2.908	513,960	717081EN9	26738	505,796
Federal Farm Credit	UBOC	1,000,000	3.340	11/21/2018	1,000,000	10/04/2023	1,566	3.339	1,003,660	3133EJEU9	26715	1,000,000
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490	01/23/2024	1,697	3.319	519,385	17325FAS7	26756	507,012
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120	02/01/2024	1,706	3.535	525,060	46625HJ78	26757	514,169
HSBC USA INC	UBOC	1,700,000	3.000	02/20/2019	1,700,000	02/20/2024	1,725	3.503	1,703,179	404351GC2	26754	1,700,000
Federal Home Loan Mt	UBOC	500,000	2.700	04/30/2019	500,000	04/30/2024	1,795	2.700	501,290	3134GTCQ4	26816	500,000





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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
	Fund Total and Average	\$ 74,359,972	2.140		\$ 74,342,993		650	2.161	\$ 74,227,150			\$ 74,326,030
	GRAND TOTALS:	\$ 188,202,236	2.244		\$ 187,566,436		679	2.361	\$ 188,149,152.			\$ 187,683,294

\*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 05/31/2019

Investment #26332 FNMA Callable quarterly  
 Investment #26335 FFCB Callable anytime  
 Investment #26354 FHLB Callable anytime  
 Investment #26355 FHLB Callable anytime  
 Investment #26356 FFCB Callable anytime  
 Investment #26368 FNMA Callable quarterly  
 Investment #26385 FHLMC Callable quarterly  
 Investment #26402 FHLMC Callable quarterly  
 Investment #26403 FHLMC Callable on 6/23/2023  
 Investment #26646 USB Callable on 6/15/2020  
 Investment #26653 FHLMC Callable on 6/15/2020

Investment #26714 FFCB Callable on 10/4/2019  
 Investment #26715 FFCB Callable on 10/4/2019  
 Investment #26729 FHLMC Callable quarterly starting 6/18/2019  
 Investment #26736 FHLB Callable on 12/28/2020  
 Investment #26754 HSBC Callable on 2/20/2020  
 Investment #26797 FHLMC Callable on 4/01/2020  
 Investment #26798 FHLMC Callable on 4/01/2020  
 Investment #26799 FHLMC Callable on 4/30/2020  
 Investment #26816 FHLMC Callable on 4/30/2020  
 Investment #26820 ORCL Callable on 7/15/2023



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**Geothermal 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 Mt	USBT	236,000	2.385	02/12/2019	233,889	06/27/2019	26	2.439	235,632	313396HK2A	26762	235,593
Federal Home Loan Ba	USBT	235,000	2.399	04/30/2019	234,076	06/28/2019	27	2.442	234,619	313384HL6A	26800	234,577
Federal Home Loan Ba	USBT	1,359,000	2.410	01/11/2019	1,343,443	07/01/2019	30	2.471	1,356,527	313384HP7A	26744	1,356,271
Federal Home Loan Ba	USBT	236,000	2.405	03/19/2019	234,360	07/01/2019	30	2.455	235,570	313384HP7A	26775	235,527
Federal Home Loan Ba	USBT	235,000	2.415	03/28/2019	233,502	07/01/2019	30	2.464	234,572	313384HP7A	26776	234,527
Federal Home Loan Ba	USBT	235,000	2.300	05/29/2019	234,505	07/01/2019	30	2.336	234,572	313384HP7A	26823	234,550
<b>Fund Total and Average</b>											<b>\$ 2,531,492</b>	<b>\$ 2,531,045</b>

**Geo 2012A Debt Service**

Federal Home Loan Mt	USBT	127,000	2.385	02/12/2019	125,864	06/27/2019	26	2.439	126,802	313396HK2A	26763	126,781
Federal Home Loan Ba	USBT	123,000	2.400	04/30/2019	122,516	06/28/2019	27	2.442	122,801	313384HL6A	26801	122,779
Federal Home Loan Ba	USBT	123,000	2.405	03/19/2019	122,145	07/01/2019	30	2.455	122,776	313384HP7A	26777	122,753
Federal Home Loan Ba	USBT	124,000	2.415	03/28/2019	123,210	07/01/2019	30	2.464	123,774	313384HP7A	26778	123,750
Federal Home Loan Ba	USBT	123,000	2.299	05/29/2019	122,741	07/01/2019	30	2.336	122,776	313384HP7A	26824	122,764
<b>Fund Total and Average</b>											<b>\$ 618,476</b>	<b>\$ 618,929</b>

**Geo 2016A Debt Service**

Federal Home Loan Mt	USBT	55,000	2.385	02/12/2019	54,508	06/27/2019	26	2.459	54,914	313396HK2A	26764	54,905
U.S. Treasury	USBT	55,000	2.325	03/19/2019	54,645	06/27/2019	26	2.372	54,918	912796RV3	26779	54,908
U.S. Treasury	USBT	54,000	2.320	03/28/2019	53,683	06/27/2019	26	2.366	53,920	912796RV3	26780	53,910
U.S. Treasury	USBT	55,000	2.328	04/30/2019	54,794	06/27/2019	26	2.369	54,918	912796RV3	26802	54,908
U.S. Treasury	USBT	54,000	2.208	05/30/2019	53,907	06/27/2019	26	2.242	53,920	912796RV3	26825	53,914
Federal Home Loan Ba	USBT	188,000	2.410	01/11/2019	185,848	07/01/2019	30	2.471	187,658	313384HP7A	26745	187,622
<b>Fund Total and Average</b>											<b>\$ 461,000</b>	<b>\$ 460,248</b>

**Geothermal Special Reserve**

Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
Federal Home Loan Mt	UBOC	1,500,000	3.000	12/18/2018	1,500,000	12/18/2020	566	3.000	1,500,465	3134GSF34	26730	1,500,000
<b>Fund Total and Average</b>											<b>\$ 1,500,000</b>	<b>\$ 1,500,465</b>

**Geo Decommissioning Reserve**

Local Agency Investm	LAIF	190,800	2.546	07/01/2013	190,800		1	2.546	190,800	SYS70027	70027	190,800
Union Bank of Calif	UBOC	3,652	0.002	07/01/2013	3,652		1	0.002	3,652	SYS70034	70034	3,652
American Honda Finan	UBOC	500,000	2.650	11/30/2018	493,500	02/12/2021	622	3.265	502,140	02665WCD1	26726	494,985
<b>Fund Total and Average</b>											<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>

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
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	496,300	04/13/2021	682	3.276	505,090	89236TEU5	26727	497,085
Federal National Mtg	UBOC	2,000,000	1.500	08/30/2016	2,000,000	05/28/2021	727	1.500	1,977,000	3138633W3	26369	2,000,000
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	821	3.002	252,663	02007GEQ2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	922	3.103	749,723	69353REY0	26553	740,170
Federal Home Loan Mt	UBOC	1,000,000	3.150	12/20/2018	1,000,000	12/20/2021	933	3.150	1,000,410	3134GSH40	26735	1,000,000
Federal Home Loan Mt	UBOC	941,000	2.200	01/30/2017	941,000	01/26/2022	970	2.200	941,169	3134GAV92	26404	941,000
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	1,075	2.329	860,556	037833CQ1	26499	860,487
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	1,186	3.154	253,985	949763TLD A	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	1,187	3.051	253,695	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	1,193	3.152	254,455	254673TM8A	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	1,279	3.004	747,563	25468PCW4	26551	734,087
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	1,336	3.104	755,865	24422ERT8	26550	742,299
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	1,338	3.229	758,963	06408RAE7	26549	742,944
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	1,346	3.140	504,025	44932HAH6	26548	497,607
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	1,551	3.203	254,990	29278TCP3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	1,559	3.301	255,958	17312QS34A	30314	250,000
Federal Farm Credit	UBOC	1,000,000	3.340	11/21/2018	1,000,000	10/04/2023	1,586	3.339	1,003,660	3133EJ39	26716	1,000,000
Federal Home Loan Mt	UBOC	1,000,000	3.500	12/18/2018	1,000,000	12/18/2023	1,661	3.500	1,000,370	3134G5F26	26732	1,000,000
Federal Home Loan Mt	UBOC	1,000,000	2.760	04/01/2019	1,000,000	04/01/2024	1,766	2.760	1,002,940	3134G57J8	26817	1,000,000
Federal Home Loan Mt	UBOC	2,000,000	2.650	04/01/2019	2,000,000	04/01/2024	1,766	2.853	2,005,300	3134G57H2	26818	2,000,000
Federal Home Loan Mt	UBOC	1,960,000	2.700	04/30/2019	1,960,000	04/30/2024	1,795	2.700	1,965,057	3134GTCQ4	26819	1,960,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,998,300	07/23/2025	2,244	3.455	2,043,640	3133EJUT4	26644	1,998,385
<b>Fund Total and Average</b>		<b>\$ 19,956,663</b>	<b>2.745</b>		<b>\$ 19,885,877</b>		<b>1385</b>	<b>2.861</b>	<b>\$ 20,043,669</b>			<b>\$ 19,904,501</b>

GEO Debt Service Reserve Acct

U.S. Treasury	USB	40,000	2.273	10/17/2018	39,379	06/20/2019	19	2.333	39,957	912796QM4	26692	39,952
Federal Home Loan Mt	USBT	2,515,000	1.250	02/27/2015	2,483,839	10/02/2019	123	1.530	2,505,896	3137EADM8	26197	2,512,722
<b>Fund Total and Average</b>		<b>\$ 2,555,000</b>	<b>1.266</b>		<b>\$ 2,523,218</b>		<b>121</b>	<b>1.543</b>	<b>\$ 2,545,853</b>			<b>\$ 2,552,674</b>

Geo 2012A DSR Account

U.S. Treasury	USB	12,000	2.394	10/17/2018	11,714	10/10/2019	131	2.472	11,901	912796RF8	26693	11,895
Federal National Mtg	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	724	1.625	1,500,237	3136G3NL5	26333	1,517,000
<b>Fund Total and Average</b>		<b>\$ 1,529,000</b>	<b>1.631</b>		<b>\$ 1,528,714</b>		<b>719</b>	<b>1.632</b>	<b>\$ 1,512,138</b>			<b>\$ 1,528,895</b>

GRAND TOTALS: \$ 29,157,663 2,526 \$ 29,025,445 1029 2,636 \$ 29,212,794 \$ 29,096,109

\*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 05/31/2019

- Investment #26333 FNMA Callable quarterly
- Investment #26369 FNMA Callable quarterly
- Investment #26404 FHLMC Callable quarterly
- Investment #26644 FFCB Callable anytime starting 7/23/2021
- Investment #26716 FFCB Callable on 10/4/2019
- Investment #26730 FHLMC Callable quarterly starting 6/18/2019
- Investment #26732 FHLMC Callable quarterly starting 6/18/2019
- Investment #26735 FHLMC Callable quarterly starting 6/20/2019
- Investment #26817 FHLMC Callable on 4/01/2020
- Investment #26818 FHLMC Callable on 4/01/2020
- Investment #26819 FHLMC Callable on 4/30/2020

**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	LAF	3,834,611	2.546	07/01/2013	3,834,611		1	2.546	3,834,611	SYS70028	70028	3,834,611
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70031	70031	0
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	959	3.314	502,435	07330NAQ8	26618	491,539
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	1,009	2.946	501,255	30231GAJ1	26621	492,851
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	1,018	3.182	557,442	91159HHG7	26651	547,369
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	1,202	3.051	498,620	74460DAB5	26546	489,606
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	1,292	3.051	507,590	92828CAC6	26547	495,883
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	1,320	3.215	502,350	89236TEL5	26619	491,402
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	1,355	3.121	498,850	68889XBR5	26545	491,500
Federal Farm Credit	UBOC	1,284,000	2.590	05/30/2019	1,284,000	02/22/2023	1,362	2.590	1,283,923	3133EKMK9	26621	1,284,000
Boeing Co.	UBOC	500,000	2.800	03/14/2018	496,070	05/01/2023	1,369	2.971	502,775	097023BW4	26544	497,031
United Parcel Serv	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	1,400	3.182	499,715	911312BK1	26620	487,941
Colgate-Palmolive Co	UBOC	550,000	2.100	08/09/2018	528,660	05/01/2023	1,430	2.985	546,117	19416QECO	26652	532,321
Federal Home Loan Ba	UBOC	1,150,000	3.050	08/08/2018	1,145,113	08/13/2023	1,473	3.144	1,150,207	3130AEEJ5	26649	1,145,933
Federal Home Loan Ba	UBOC	1,500,000	3.250	10/19/2018	1,500,000	10/19/2023	1,601	3.250	1,520,025	3130AERY5	26701	1,500,000
Federal Home Loan Ba	UBOC	2,000,000	3.100	01/29/2019	2,000,000	01/29/2024	1,703	3.100	2,007,260	3130AFRR0	26742	2,000,000
<b>Fund Total and Average</b>		<b>\$ 14,868,611</b>	<b>2.751</b>		<b>\$ 14,756,786</b>		<b>1045</b>	<b>2.931</b>	<b>\$ 14,913,175</b>			<b>\$ 14,781,987</b>

**Hydro Initial Facilities**

Federal Home Loan Ba	USBT	1,693,000	2.360	04/04/2019	1,683,233	07/01/2019	30	2.406	1,689,919	313384HP7A	26804	1,689,670
Federal Farm Credit	USB	2,464,000	2.540	02/12/2019	2,464,493	02/12/2020	256	2.519	2,489,544	3133EKAF3	26761	2,464,344
<b>Fund Total and Average</b>		<b>\$ 4,157,000</b>	<b>2.467</b>		<b>\$ 4,147,726</b>		<b>164</b>	<b>2.474</b>	<b>\$ 4,159,463</b>			<b>\$ 4,154,014</b>

**Hydro Debt Service**

Federal Home Loan Mt	USBT	881,000	2.385	02/12/2019	873,121	06/27/2019	26	2.439	879,626	313396HK2A	26765	879,482
Federal Home Loan Ba	USBT	846,000	2.400	04/30/2019	842,672	06/28/2019	27	2.442	844,629	313384HL6A	26805	844,477
Federal Home Loan Ba	USBT	3,292,000	2.360	04/04/2019	3,273,009	07/01/2019	30	2.406	3,286,009	313384HP7A	26803	3,285,526
Federal Home Loan Ba	USBT	845,000	2.299	05/29/2019	843,218	07/01/2019	30	2.336	843,462	313384HP7A	26826	843,360
<b>Fund Total and Average</b>		<b>\$ 5,864,000</b>	<b>2.361</b>		<b>\$ 5,832,020</b>		<b>29</b>	<b>2.407</b>	<b>\$ 5,853,726</b>			<b>\$ 5,852,865</b>

**Hydro 2018A Debt Service**

Federal Home Loan Mt	USBT	1,037,000	2.385	02/12/2019	1,027,725	06/27/2019	26	2.459	1,035,382	313396HK2A	26766	1,035,214
Federal Home Loan Ba	USBT	630,000	2.395	04/30/2019	627,527	06/28/2019	27	2.437	628,979	313384HL6A	26806	628,868
Federal Home Loan Ba	USBT	401,000	2.400	04/30/2019	399,423	06/28/2019	27	2.442	400,350	313384HL6A	26807	400,278
Federal Home Loan Ba	USBT	4,523,000	2.410	01/11/2019	4,471,223	07/01/2019	30	2.471	4,514,768	313384HP7A	26747	4,513,916
Federal Home Loan Ba	USBT	1,035,000	2.405	03/19/2019	1,027,809	07/01/2019	30	2.455	1,033,116	313384HP7A	26781	1,032,926

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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	1,034,000	2.415	03/28/2019	1,027,410	07/01/2019	30	2.464	1,032,118	313384HP7A	26782	1,031,919
Federal Home Loan Ba	USBT	1,030,000	2.299	05/29/2019	1,027,828	07/01/2019	30	2.336	1,028,125	313384HP7A	26827	1,028,026
<b>Fund Total and Average</b>		<b>\$ 9,690,000</b>	<b>2.394</b>		<b>\$ 9,608,945</b>		<b>29</b>	<b>2.448</b>	<b>\$ 9,672,838</b>			<b>\$ 9,671,147</b>

Hydro 2018B Debt Service

Federal Home Loan Mt	USBT	116,000	2.385	02/12/2019	114,963	06/27/2019	26	2.439	115,819	313396HK2A	26767	115,800
Federal Home Loan Ba	USBT	115,000	2.399	04/30/2019	114,548	06/28/2019	27	2.442	114,814	313384HL6A	26808	114,793
Federal Home Loan Ba	USBT	688,000	2.410	01/11/2019	680,124	07/01/2019	30	2.471	686,748	313384HP7A	26748	686,618
Federal Home Loan Ba	USBT	115,000	2.405	03/19/2019	114,201	07/01/2019	30	2.455	114,791	313384HP7A	26783	114,770
Federal Home Loan Ba	USBT	115,000	2.415	03/28/2019	114,267	07/01/2019	30	2.464	114,791	313384HP7A	26784	114,769
Federal Home Loan Ba	USBT	114,000	2.300	05/29/2019	113,760	07/01/2019	30	2.336	113,793	313384HP7A	26828	113,782
<b>Fund Total and Average</b>		<b>\$ 1,263,000</b>	<b>2.397</b>		<b>\$ 1,251,663</b>		<b>29</b>	<b>2.452</b>	<b>\$ 1,260,766</b>			<b>\$ 1,260,532</b>

Hydro 2019A Debt Service

Federal Home Loan Ba	USBT	469,000	2.399	04/30/2019	467,155	06/28/2019	27	2.442	468,240	313384HL6A	26809	468,156
Federal Home Loan Ba	USBT	469,000	2.300	05/29/2019	468,011	07/01/2019	30	2.336	468,146	313384HP7A	26829	468,101
<b>Fund Total and Average</b>		<b>\$ 938,000</b>	<b>2.350</b>		<b>\$ 935,166</b>		<b>28</b>	<b>2.390</b>	<b>\$ 936,386</b>			<b>\$ 936,257</b>

Hydro 2012A Rebate Account

Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	800	1.790	684,590	3134G93A3	26432	690,223
<b>Fund Total and Average</b>		<b>\$ 689,000</b>	<b>1.875</b>		<b>\$ 691,391</b>		<b>800</b>	<b>1.790</b>	<b>\$ 684,590</b>			<b>\$ 690,223</b>

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
Federal Home Loan Mt	UBOC	1,500,000	3.000	12/18/2018	1,500,000	12/18/2020	566	3.000	1,500,465	3134GSF34	26731	1,500,000
<b>Fund Total and Average</b>		<b>\$ 1,500,000</b>	<b>3.000</b>		<b>\$ 1,500,000</b>		<b>566</b>	<b>3.000</b>	<b>\$ 1,500,465</b>			<b>\$ 1,500,000</b>

Hydro 2012 Cost of Issuance

US Bank	USB	0	0.040	07/01/2013	0		1	0.040	0	SYS79061	79061	0
<b>Fund Total and Average</b>		<b>\$ 0</b>	<b>***.***</b>		<b>\$ 0</b>		<b>***</b>	<b>***.***</b>	<b>\$ 0</b>			<b>\$ 0</b>

Hydro 2012 DSRA

Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	430	1.680	99,671	3133EE529	26244	100,078
<b>Fund Total and Average</b>		<b>\$ 100,000</b>	<b>1.750</b>		<b>\$ 100,329</b>		<b>430</b>	<b>1.680</b>	<b>\$ 99,671</b>			<b>\$ 100,078</b>



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Hydro 2012 DSRA

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
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,992	02/15/2021	625	2.251	146,559	9128283X6	26539	145,996
Federal National Mtg	USB	94,000	1.530	07/28/2016	94,000	07/28/2021	788	1.530	93,202	3136G3S97	26359	94,000
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	957	2.380	3,969,676	3137EADB2	25852	3,927,534
<b>Fund Total and Average</b>		<b>\$ 4,268,000</b>	<b>2.337</b>		<b>\$ 4,266,553</b>		<b>930</b>	<b>2.340</b>	<b>\$ 4,309,108</b>			<b>\$ 4,267,608</b>
<b>GRAND TOTALS:</b>		<b>\$ 43,237,611</b>	<b>2.525</b>		<b>\$ 42,990,450</b>		<b>510</b>	<b>2.608</b>	<b>\$ 43,290,507.</b>			<b>\$ 43,114,633</b>

\*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 05/31/2019

- Investment #26359 FNMA Callable quarterly
- Investment #26649 FHLB Callable on 6/13/2019
- Investment #26701 FHLB Callable until 10/19/2020
- Investment #26731 FHLMC Callable quarterly starting 6/18/2019
- Investment #26742 FHLB Callable quarterly
- Investment #26821 FFCB Callable on and anytime after 8/22/19

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Cap Facilities 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	479,000	2.400	04/30/2019	476,318	07/23/2019	52	2.447	477,443	313384JM2	26810	477,339
U.S. Treasury	USBT	2,133,000	2.390	02/12/2019	2,109,918	07/25/2019	54	2.449	2,125,940	912796SA8	26768	2,125,353
Federal Home Loan Ba	USBT	481,000	2.410	03/19/2019	476,653	08/01/2019	61	2.465	479,148	313384JWO	26785	479,036
Federal Home Loan Ba	USBT	480,000	2.380	03/28/2019	476,002	08/01/2019	61	2.433	478,152	313384JWO	26786	478,064
Federal Home Loan Ba	USBT	479,000	2.289	05/29/2019	477,050	08/01/2019	61	2.331	477,156	313384JWO	26830	477,141
<b>Fund Total and Average</b>		<b>\$ 4,052,000</b>	<b>2.381</b>		<b>\$ 4,015,941</b>		<b>56</b>	<b>2.435</b>	<b>\$ 4,037,839</b>			<b>\$ 4,036,933</b>

Cap. Fac. Debt Svc Reserve

U.S. Treasury	USB	36,000	2.397	10/17/2018	35,142	10/10/2019	131	2.475	35,704	912796RF8	26697	35,666
Federal National Mtg	USB	71,000	1.530	07/28/2016	71,000	07/28/2021	788	1.530	70,397	313663SS9	26358	71,000
Federal Home Loan Mt	USB	1,443,000	2.375	02/13/2012	1,447,430	01/13/2022	957	2.340	1,458,310	3137EADB2	25845	1,444,169
<b>Fund Total and Average</b>		<b>\$ 1,550,000</b>	<b>2.337</b>		<b>\$ 1,553,572</b>		<b>930</b>	<b>2.306</b>	<b>\$ 1,564,411</b>			<b>\$ 1,560,865</b>
<b>GRAND TOTALS:</b>		<b>\$ 5,602,000</b>	<b>2.368</b>		<b>\$ 5,569,513</b>		<b>299</b>	<b>2.399</b>	<b>\$ 5,602,250.</b>			<b>\$ 5,587,788</b>

\*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 05/31/2019  
Investment #26358 FNMA Callable quarterly





Northern California Power Agency  
Treasurer's Report

05/31/2019

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		74,169	2.546	07/01/2013	74,169		1	2.546	74,169	SYS70046	70046	74,169
<b>Fund Total and Average</b>		<b>\$ 74,169</b>	<b>2.546</b>		<b>\$ 74,169</b>		<b>1</b>	<b>2.546</b>	<b>\$ 74,169</b>			<b>\$ 74,169</b>

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	5,573,346	0.600	07/01/2013	5,573,346		1	0.600	5,573,346	SYS79003	79003	5,573,346
Federal Home Loan Ba	USBT	420,000	2.410	03/28/2019	418,116	06/03/2019	2	2.454	420,000	313384GK9A	26788	419,944
Federal Home Loan Ba	USBT	420,000	2.395	04/30/2019	419,050	06/03/2019	2	2.433	420,000	313384GK9A	26811	419,944
<b>Fund Total and Average</b>		<b>\$ 6,413,346</b>	<b>0.836</b>		<b>\$ 6,410,512</b>		<b>1</b>	<b>0.842</b>	<b>\$ 6,413,346</b>			<b>\$ 6,413,234</b>

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	5,781,772	0.600	07/01/2013	5,781,772		1	0.600	5,781,772	SYS79004	79004	5,781,772
Federal Home Loan Ba	USBT	736,000	2.394	04/30/2019	734,335	06/03/2019	2	2.433	736,000	313384GK9A	26812	735,902
<b>Fund Total and Average</b>		<b>\$ 6,517,772</b>	<b>0.803</b>		<b>\$ 6,516,107</b>		<b>1</b>	<b>0.807</b>	<b>\$ 6,517,772</b>			<b>\$ 6,517,674</b>

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	4,662,651	0.600	07/01/2013	4,662,651		1	0.600	4,662,651	SYS79011	79011	4,662,651
Federal Home Loan Ba	USBT	435,000	2.395	04/30/2019	434,016	06/03/2019	2	2.433	435,000	313384GK9A	26813	434,942
<b>Fund Total and Average</b>		<b>\$ 5,097,651</b>	<b>0.753</b>		<b>\$ 5,096,667</b>		<b>1</b>	<b>0.756</b>	<b>\$ 5,097,651</b>			<b>\$ 5,097,693</b>

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	2,782,943	0.600	07/01/2013	2,782,943		1	0.600	2,782,943	SYS79012	79012	2,782,943
Federal Home Loan Ba	USBT	349,000	2.395	04/30/2019	348,211	06/03/2019	2	2.433	349,000	313384GK9A	26814	348,954
<b>Fund Total and Average</b>		<b>\$ 3,131,943</b>	<b>0.800</b>		<b>\$ 3,131,154</b>		<b>1</b>	<b>0.804</b>	<b>\$ 3,131,943</b>			<b>\$ 3,131,897</b>

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	124,000	2.394	04/30/2019	123,720	06/03/2019	2	2.433	124,000	313384GK9A	26615	123,984
<b>Fund Total and Average</b>		<b>\$ 124,000</b>	<b>2.395</b>		<b>\$ 123,720</b>		<b>2</b>	<b>2.434</b>	<b>\$ 124,000</b>			<b>\$ 123,984</b>

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	200,516	0.600	07/01/2013	200,516		1	0.600	200,516	SYS79005	79005	200,516
U.S. Treasury	USB	85,000	1.625	02/27/2018	84,641	06/30/2019	29	1.945	84,949	912828W55	26538	84,979

**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
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	724	1.659	4,324,117	3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	803	1.699	147,204	3137EAE9	26454	148,176
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,105	1.760	4,118,327	313379Q69	26463	4,143,197
<b>Fund Total and Average</b>												
		\$ 8,895,516	1.843		\$ 8,960,111		879	1.688	\$ 8,875,113			\$ 8,936,868

**LEC Iss#1 2010B BABS Subs Resv**

US Bank Trust	USB	111,575	0.600	07/01/2013	111,575		1	0.600	111,575	SYS79006	79006	111,575
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	377	1.540	2,169,603	313370E38	26465	2,184,520
<b>Fund Total and Average</b>												
		\$ 2,256,575	3.240		\$ 2,366,721		359	1.494	\$ 2,281,178			\$ 2,296,095

**LEC Issue #2 2010B DSR BABS**

US Bank Trust	USB	70,939	0.600	07/01/2013	70,939		1	0.600	70,939	SYS79013	79013	70,939
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	30	1.400	1,026,538	3133XU3G6	26466	1,027,498
<b>Fund Total and Average</b>												
		\$ 1,095,939	4.131		\$ 1,153,647		28	1.348	\$ 1,097,477			\$ 1,098,437

**LEC O & M Reserve**

Local Agency Investm		257,159	2.546	07/01/2013	257,159		1	2.546	257,159	SYS70047	70047	257,159
Union Bank of Califo	UBOC	0	0.002	07/18/2013	0		1	0.002	0	SYS70041	70041	0
Federal Home Loan Ba	UBOC	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	370	1.550	3,590,346	3130ABJ00	26440	3,614,638
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	395	1.300	2,972,550	3136G3UJ2	26341	3,000,000
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	1,087	2.456	599,070	90331HPC1	26822	598,290
Federal Home Loan Mt	UBOC	2,500,000	2.800	03/20/2019	2,500,000	03/20/2024	1,754	2.990	2,503,900	3134GS5R2	26774	2,500,000
<b>Fund Total and Average</b>												
		\$ 9,967,159	1.876		\$ 9,969,401		758	1.916	\$ 9,923,025			\$ 9,970,087
<b>GRAND TOTALS:</b>		\$ 43,574,070	1.479		\$ 43,802,209		373	1.297	\$ 43,535,674.			\$ 43,660,038

\*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 05/31/2019

Investment #26337 FFBCB Callable anytime  
Investment #26822 USB Callable on and anytime after 4/22/2022



12

# Commission Staff Report

June 19, 2019

**COMMISSION MEETING DATE:** June 27, 2019

**SUBJECT:** Sale or Disposal of Surplus Property

**AGENDA CATEGORY:** Consent

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

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

**RECOMMENDATION:**

Note and file report by all members for the disposal of scrap metal and e-waste that was disposed of via recycling establishments.

**BACKGROUND:**

The NCPA Policy for the Disposal or Destruction of Surplus Supplies, Materials, or Equipment requires that such disposal or destruction be reported to the NCPA Commission within 60 days of such action.

In accordance with that policy the above listed items have been disposed of due to being obsolete and having no value to the Agency.

**FISCAL IMPACT:**

This report has no direct fiscal impact to the Agency.

**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

Attachments: Declarations of Surplus  
Receipt of disposal



Date: 5/8/19

This notice confirms that the Northern California Power Agency has disposed of the following items listed below:

- Scrap Metal

To the following:

Vendor Name: V&E Hauling / Vincente Gonzales

Address/Phone #: 524 E. Harold Street, Lodi (209) 915-0214

Signature: *Vincente Gonzales*

Northern California Power Agency

Employee Name: Melissa Philpot

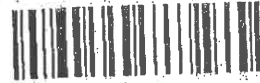
Signature: *Melissa Philpot*

Monies Received for this?

YES (\$365.00) (50% of total, rounded)

NO

\*\*\*\*\*  
\*\*\* CASH DISBURSEMENT RECEIPT \*\*\*  
\*\*\*\*\*



Receipt # 020543

Receipt Date: 05/07/19 1:41pm

WS - Stockton, CA  
1000 South Aurora St  
Stockton, CA 95206

Purchased From: 118148  
Gonzalez, Vicente  
525 E Harold  
Lodi, CA 95240

Veh # TK 4N08355 I.D. # 4N08355

Ticket#	Ship Dt	Commodity	Price	UM	Frt	Ext	Total Amt
TGBOMA	05/07/19	#1 HMS *	165.0000	NT	0.00		171.61
		Veh#: TK 4N08355	Weights: 12880g		10800t		2080n
TGBOMA	05/07/19	Unprepared	148.0000	NT	0.00		174.64
		Veh#: TK 4N08355	Weights: 10800g		8440t		2360n
Supplier 118148 Totals (Pounds):			23680g		19240t		4440n
TOTAL AMOUNT PAID TO SUPPLIER (ATM):							\$346.25

Cashier Signature \_\_\_\_\_  
(Inez Garcia)

Customer Signature \_\_\_\_\_

Deputy Weighmaster Signature \_\_\_\_\_  
(Jose Carranza)

Customer Signature \_\_\_\_\_

(All weights are reported in Pounds unless otherwise indicated)  
("m" Represents a weight that was manually entered)

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

BILL OF SALE: I warrant that I am the owner (or owner's representative) of the material described hereon and have the right to sell same, that it contains no Hazardous Materials as defined by any federal or state law and that for payment hereby received, I sell and convey title to Sims Metal.

HOLD HARMLESS AGREEMENT: Seller will indemnify and hold buyer harmless from damages, demands and liabilities, including reasonable attorney's fees, resulting from the breach of any warranty hereunder and driver agrees to be responsible for damage to vehicle during unloading.

NOT REFUNDABLE MORE THAN 90 DAYS FROM DATE ABOVE

Customer Copy

\*\*\*\*\*  
\*\*\* CASH DISBURSEMENT RECEIPT \*\*\*  
\*\*\*\*\*



Receipt # 020530

Receipt Date: 05/07/19 10:35am

WS - Stockton, CA  
1000 South Aurora St  
Stockton, CA 95206

Purchased From: 118148  
Gonzalez, Vicente  
525 E. Harold  
Lodi, CA 95240

Ticket#	Ship Dt	Commodity	Price UM	Frnt	Ext	Total Amt
TGBLDZ	05/07/19	#1 HMS *	185.0000 NT		0.00	257.42
		Veh#: TK 4N08355	Weights: 12140g	9020t		3120n
TGBLDZ	05/07/19	Light Iron	90.0000 NT		0.00	24.30
		Veh#: TK 4N08355	Weights: 9020g	8480t		540n
ZATSGS	05/07/19	#2 ICW 65%	1.1400 LB		0.00	66.12
		Veh#:	Weights: 291g	233t		58n
ZATSGS	05/07/19	18-8/304 SS SOLIDS	0.4200 LB		0.00	36.98
		Veh#:	Weights: 379g	291t		88n
Supplier 118148 Totals (Pounds):			21830g	18024t		3806n
TOTAL AMOUNT PAID TO SUPPLIER (ATM):						\$384.80

Cashier Signature \_\_\_\_\_  
(Inez Garcia)

Customer Signature \_\_\_\_\_

(--- represents a weight that was manually entered)

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

BILL OF SALE: I warrant that I am the owner (or owner's representative) of the material described hereon and have the right to sell same, that it contains no Hazardous Materials as defined by any federal or state law and that for payment hereby received, I sell and convey title to Sims Metal.

HOLD HARMLESS AGREEMENT: Seller will indemnify and hold buyer harmless from damages, demands and liabilities, including reasonable attorney's fees, resulting from the breach of any warranty hereunder and driver agrees to be responsible for damage to vehicle during unloading.

NOT REFUNDABLE MORE THAN 90 DAYS FROM DATE ABOVE

CUSTOMER COPY

attorney's fees, resulting from the breach of any warranty hereunder and driver agrees to be responsible for damage to vehicle during unloading.

NOT REFUNDABLE MORE THAN 90 DAYS FROM DATE ABOVE

Customer Copy

Fremouw Environmental Services, Inc.  
 6940 Tremont Road  
 Dixon, CA 95620

# Invoice

Date	Invoice #
5/14/2019	85887

<b>Bill To</b>
Northern CA Power Agency PO Box 1478 Lodi, CA 95242

<b>Ship To</b>
Lodi Energy Center 12745 N. Thornton Road Lodi, CA 95242

Description	Quantity	Rate	P.O. No.	Rep
				DK
				Amount
Electronic Waste	632	0.65		410.80
Stop Fee	1	150.00		150.00
Labor	1.5	95.00		142.50
Sales Tax		8.25%		0.00
<b>Total</b>				<b>\$703.30</b>





NORTHERN CALIFORNIA POWER AGENCY  
DECLARATION OF EXCESS

Date: 4/29/19

QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property# / Stock # / Fleet # or Project #	SITE LOCATION
				UNIT	TOTAL		
1.	Lot	Scrap Metal	S				LEC/CT2
2.	Lot	E-Waste	S				LEC/CT2
3.							
4.							
5.							
6.							
7.							
8.							
9.							

JUSTIFICATION FOR EXCESS/DISPOSAL: Scrap Metal and E-Waste

RECOMMENDED DISPOSITION: Disposal

PREPARED BY: Melissa Philpot / Michael DeBortoli *Michael DeBortoli*

ORG. APPROVED BY: *[Signature]* CODE: \_\_\_\_\_

(ASST. GEN. MANAGER)

AUTHORIZATION TO PROCEED: *Wadey Hill for* DATE: 5/1/2019

(GENERAL MANAGER)

\_\_\_\_\_ PUBLIC SALE \_\_\_\_\_ PRIVATE SALE  
X \_\_\_\_\_ DISPOSAL - NO NET SCRAP VALUE

\*U/M = UNIT OF MEASURE

\*\* CONDITION: EXCELLENT (E), GOOD (G), AVERAGE  
POOR (P), SCRAP (S)

ORIGINAL TO TREASURER-CONTROLLER



13

# Commission Staff Report

June 19, 2019

**COMMISSION MEETING DATE:** June 27, 2019

**SUBJECT:** Designation of Applicant's Agent Resolution for Non-State Agencies

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Monty Hanks <i>MH</i> Assistant General Manager/CFO	<b>METHOD OF SELECTION:</b>	N/A
<b>Division:</b>	Administrative Services		
<b>Department:</b>	Accounting & Finance		

**IMPACTED MEMBERS:**

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

*If other, please specify*

\_\_\_\_\_

\_\_\_\_\_

## **RECOMMENDATION:**

Staff recommends the Commission approve Resolution 19-46 authorizing renewal of the California Office of Emergency Services (Cal OES) Designation Of Applicant's Agent Resolution For Non-State Agencies to the General Manager, Chief Financial Officer, and Treasurer-Controller.

## **BACKGROUND:**

The President of the United States issued major disaster declarations for the 2015 Valley Fire and 2017 California Severe Winter Storms and ordered federal aid to supplement state, tribal, and local recovery efforts. The two events resulted in damages to NCPA's Geothermal and Hydroelectric Beaver Creek facilities. On October 29, 2015, the Commission approved Resolution 15-79 directing staff to seek reimbursement of costs associated with the Valley Fire and to designate the NCPA General Manager, Chief Financial Officer, and Treasurer-Controller as the authorized persons to execute applications and required submissions and to act on behalf of the Agency for all matters pertaining to the recovery process. On February 23, 2017, the Commission approved Resolution 17-16 authorizing the General Manager to take such steps as were necessary to obtain funds to maintain, repair, restore, or replace the Beaver Creek Project. NCPA subsequently filed for disaster relief assistance with the Federal Emergency Management Agency (FEMA) for both disasters.

As the Grant Management Administrator for FEMA and the State of California, Cal OES has approved the final inspection and application closeout for both events, and the two claims are pending final FEMA approval. Cal OES recommended final project closeouts and assistance rewards of \$209,308 for the Valley Fire disaster and \$484,876 for the Beaver Creek disaster. A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants by Cal OES to be eligible to receive disaster relief assistance funding. NCPA's current resolution will expire in July 2019. Cal OES requires that a new resolution must be submitted if the relief assistance applicant's resolution expires while the claim remains open.

## **FISCAL IMPACT:**

Upon approval, the resolution will allow NCPA to continue to pursue reimbursement for open claims with Cal OES and FEMA past July 1, 2019. The pending claims for the Valley Fire reimbursement of \$209,308 for the Geothermal Project and the Beaver Creek reimbursement of \$484,876 for the Hydroelectric Project will be passed through to respective project participants as revenues and netted against expenses during the Year End Settlement Process in the fiscal year during which the reimbursements are received.

## **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 June 5, 2019 and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments: Resolution 19-46

## **RESOLUTION 19-46**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES TO GENERAL MANAGER, CHIEF FINANCIAL OFFICER, AND TREASURER-CONTROLLER**

**(reference Staff Report #164:19)**

WHEREAS, The President of the United States issued major disaster declarations for the 2015 Valley Fire and 2017 California Severe Winter Storms and ordered federal aid to supplement state, tribal, and local recovery efforts; and

WHEREAS, the two events resulted in damages to NCPA's Geysers Geothermal and Calaveras Hydroelectric Generation Projects; and

WHEREAS, the Commission approved Resolution 15-79 on October 29, 2015 directing staff to seek reimbursement of costs associated with the Valley Fire and designating the NCPA General Manager, Chief Financial Officer, and Treasurer-Controller as the authorized persons to execute applications and required submissions and to act on behalf of the Agency for all matters pertaining to the cost recovery process and approved the Office of Emergency Services (OES) "Designation of Applicant's Agent Resolution for Non-State Agencies"; and

WHEREAS, the Commission approved Resolution 17-16 on February 23, 2017, authorizing the General Manager to take such steps as were necessary to obtain funds to maintain, repair, restore, or replace the Beaver Creek Project; and

WHEREAS, NCPA filed for disaster relief assistance with the Federal Emergency Management Agency (FEMA) for the Valley Fire and Beaver Creek disasters; and

WHEREAS, NCPA has outstanding Federal Emergency Management Agency (FEMA) claims for the costs incurred during the Valley Fire and Beaver Creek disasters; and

WHEREAS, a "Designation of Applicant's Agent Resolution for Non-State Agencies" is required of all Applicants by Cal OES to be eligible to receive disaster relief assistance funding; and;

WHEREAS, NCPA's current "Designation of Applicant's Agent Resolution for Non-State Agencies" expires July 1, 2019; 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:

1. Designates the NCPA General Manager, Chief Financial Officer, and Treasurer-Controller as the authorized persons to execute applications and required submissions and to act on behalf of the Agency for all matters pertaining to the state and federal disaster cost recovery process; and
2. Approves the Office of Emergency Services "Designation of Applicant's Agent Resolution for Non-State Agencies".

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019 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: June 19, 2019

**COMMISSION MEETING DATE:** June 27, 2019

**SUBJECT:** SAGE Engineers, Inc. – Second Amendment to transfer assignment of Five Year Multi-Task Professional Services Agreement for dam safety engineering and other consulting services to Gannett Fleming, Inc.; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Ken Speer <i>KS</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	N/A
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>
<b>Department:</b>	Hydroelectric	

<b>IMPACTED MEMBERS:</b>		
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>		
_____		
_____		





## **RECOMMENDATION:**

Approval of Resolution 19-48 authorizing the General Manager or his designee to enter into a Second Amendment to the Multi-Task Professional Services Agreement with SAGE Engineers, Inc. to transfer assignment of the agreement to Gannett Fleming, Inc, for engineering and other consulting 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, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

## **BACKGROUND:**

On September 9, 2016, NCPA entered into a five year Multi-Task Professional Services Agreement for engineering services with Sage Engineers, Inc. A First Amendment of the contract increasing the dollar amount to \$1,000,000 from \$225,000 was made on May 25, 2017, to reflect the multiple projects to be undertaken with the vendor by various facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. Sage Engineers, Inc. has now been acquired by Gannett Fleming, Inc. and wishes to accept assignment of the contract via this Second Amendment to the Multi Task Professional Services Agreement.

## **FISCAL IMPACT:**

Upon execution, the total cost of the agreement is not-to-exceed \$1,000,000 over five years to be used out of NCPA approved budgets as services are rendered. 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 lowest cost provider. 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 June 5, 2019, and was recommended for Commission approval on Consent Calendar.



The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on June 10, 2019, and was approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Randy S. Howard". The signature is written in a cursive style with a large initial "R".

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution
- Second Amendment Transferring Assignment of Multi-Task Professional Services Agreement with SAGE Engineers, Inc., to Gannett Fleming, Inc.



**RESOLUTION 19-48**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A SECOND AMENDMENT TO TRANSFER A MULTI-TASK PROFESSIONAL  
SERVICES AGREEMENT FROM SAGE ENGINEERS, INC., TO GANNETT FLEMING, INC.**

**(reference Staff Report #167:19)**

WHEREAS, Northern California Power Agency and SAGE Engineers, Inc., entered into a Multi-Task Professional Services Agreement dated effective September 9, 2016, for SAGE Engineers, Inc., to provide engineering and other consulting services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members; and

WHEREAS, effective March 29, 2019, the assets of SAGE Engineers, Inc. were acquired by Gannett Fleming, Inc., and the Agency desires to transfer the assignment of the Agreement to Gannett Fleming, Inc.; and

WHEREAS, the Parties now desire to amend Section 10.8 "Notices", Section 10.12 "Controlling Provisions" and Exhibits A, B and C to affect the change of the Consultant's name; 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 Second Amendment to Multi-Task Professional Services Agreement with SAGE Engineers, Inc., accepting assignment to Gannett Fleming, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019 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





**SECOND AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND  
SAGE ENGINEERS, INC. ACCEPTING ASSIGNMENT TO GANNETT FLEMING, INC.**

This Second Amendment (“Amendment”) to the Multi-Task Professional Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Gannett Fleming, Inc. (“Consultant”) (collectively referred to as “the Parties”) as of \_\_\_\_\_, 2019.

WHEREAS, Agency and SAGE Engineers, Inc. entered into a Multi-Task Professional Services Agreement dated effective September 9, 2016, (the “Agreement”) for SAGE Engineers, Inc. to provide dam safety engineering and other engineering consulting services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members; and

WHEREAS, the Parties entered into a First Amendment to the Multi-Task Professional Services Agreement on June 1, 2017, to increase the NOT TO EXCEED amount of the agreement from \$225,000 to \$1,000,000; and

WHEREAS, effective March 29, 2019, the assets of SAGE Engineers, Inc. were acquired by Gannett Fleming, Inc. and the Agency desires to agree to the assignment of the Agreement to Gannett Fleming, Inc.; and

WHEREAS, the Parties now desire to amend Section 10.8 entitled “Notices” of the Agreement to reflect change of the Contractor’s name; and

WHEREAS, the Parties also desire to amend Section 10.12 entitled “Controlling Provisions”; and

WHEREAS, the Parties agree to the assignment of the Agreement to Gannett Fleming, Inc.; 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

WHEREAS, Sage Engineers, Inc. consents to the assignment;

NOW, THEREFORE, the Parties agree as follows:

1. **Section 10.8 Notices** is replaced in its entirety as follows:

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

Gannett Fleming, Inc.  
Attention: Steven Sanders, VP  
2251 Douglas Boulevard, Suite 200  
Roseville, CA 95661

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

2. **Section 10.12 Controlling Provisions** is replaced in its entirety by the following:

**10.12 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 Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.

3. Agency and Sage Engineers, Inc. hereby approve of the assignment of the Agreement from Sage Engineers, Inc. to Gannett Fleming, Inc., Consultant.
4. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
5. **Exhibit B – COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the attached Exhibit B.
6. **Exhibit C – CERTIFICATION: Affidavit of Compliance for Contractors** is amended to include Gannett Fleming, Inc. and shall be executed as set forth in the attached Exhibit C.
7. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

GANNETT FLEMING, INC.

\_\_\_\_\_  
**RANDY S. HOWARD, General Manager**

\_\_\_\_\_  
**STEVEN H. SANDERS, Vice President**



**Attest:**

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

**SAGE ENGINEERS, INC. consents to the foregoing:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

As requested by NCPA, Gannett Fleming, Inc., ("Consultant") shall provide consulting services to the Northern California Power Agency ("Agency"), Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members, including, without limitation:

- Dam Safety Engineering in accordance with 18CFR12D;
- Civil, environmental, geotechnical and structural engineering;
- Consulting related to geology, hydrology or hydraulics;
- Mapping/surveying/GIS;
- Protection relay upgrades and electrical engineering support;
- Engineering inspection and construction observation and testing; and
- Other miscellaneous engineering tasks as requested.

## 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:



#### 2019 SCHEDULE OF CHARGES

Northern California Power Agency  
Various Projects

The Schedule of Charges applies to all services provided by and/or through Gannett Fleming, Inc. (Gannett). Charges for our services are divided into three categories: Personnel, Travel/Reimbursables and Outside Services. A new Schedule of Charges is issued at the beginning of each year. The Schedule of Charges may also be revised during the year, as conditions require. Changes will not be made within a calendar year on a project in progress without prior authorization from Client.

#### PERSONNEL

Personnel charges are for technical work, including technical typing, editing, graphics and support services involved in the preparation of reports and correspondence, and for the time associated with production of such documents. Personnel category per-hour charge rates are as follows:

<u>Civil/Geotechnical/Geological</u>	<u>Hourly Rate</u>
Senior Principal Engineer/Geologist	\$ 320.00
Principal Engineer/Geologist	275.00
Senior Associate Engineer/Geologist	240.00
Senior Consultant	240.00
Associate Engineer/Geologist	220.00
Senior Engineer/Geologist	190.00
Senior Project Engineer/Geologist	175.00
Project Engineer/Geologist	165.00
Senior Staff Engineer/Geologist	145.00
Staff Engineer/Geologist	135.00
<u>Electrical/Mechanical</u>	
Principal Electrical/Mechanical Engineer	275.00
Senior Associate Electrical/Mechanical Engineer	265.00
Associate Electrical/Mechanical Engineer	255.00
Senior Consultant	240.00
Senior Electrical/Mechanical Engineer	240.00
Senior Project Electrical/Mechanical Engineer	190.00
Project Electrical/Mechanical Engineer	175.00
Senior Staff Electrical/Mechanical Engineer	155.00
Staff Electrical/Mechanical Engineer	140.00
<u>Support Services</u>	
Senior CADD/GIS Technician	155.00
CADD/GIS Technician	130.00
Senior Admin	135.00
Admin	110.00

The charge for expert witness services, depositions (2-hour minimum per day) and court (4-hour minimum per day) is \$525 per hour.

Gannett Fleming, Inc.

Suite 200 • 2251 Douglas Blvd • Roseville, CA 95661  
t: 916.677.4800 • www.gannettfleming.com

**TRAVEL / REIMBURSABLES**

Time spent in travel in the interest of the Client will be charged at the above hourly rates plus mileage at the current IRS rate, except that no more than eight (8) hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, all actual costs including out-of-pocket expenses will be charged. Meals will be charged on a per diem basis at \$61.00. Reimbursable items (e.g., airfare, hotel, automobile/equipment rental, supplies etc.) will be charged at cost plus fifteen percent (15%).

<u>Specialty Design Software</u>	<u>Hourly Rate</u>
I-Site Studio	\$85.00
FLAC	60.00
RISA-3D	35.00
SAFE	35.00
UTEXAS4	35.00
SAP 2000	25.00
RockWorks	25.00

<u>Specialty Field Equipment</u>	<u>Daily Rate</u>
Trimble GPS Unit+Antenna	\$250.00
Protective Relay Test Set	250.00
Rope Access Gear	200.00
Concrete Thickness Gage	150.00
Dynamic Cone Penetrometer (DCP) and Hand Auger Kit	75.00
Automatic Level	50.00
Water Level Meter	25.00

**OUTSIDE SERVICES**

Outside services will be charged at cost plus fifteen percent (15%). Common outside items to which this 1.15 multiplier applies include, but are not limited to drilling services, laboratory testing, printing and photographic work, special insurance and outside consultants.



The rates set forth above are valid from March 29, 2019 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

\_\_\_\_\_

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

GANNETT FLEMING, 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.**





**FIRST AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND SAGE ENGINEERS, INC.**

This First Amendment ("Amendment") to Multi-task Professional Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Sage Engineers, Inc. ("Consultant") (collectively referred to as "the Parties") as of 6.1, 2017.

WHEREAS, the Parties entered into a Multi-task Professional Services Agreement dated effective September 9, 2016, (the "Agreement") for Sage Engineers, Inc. to provide dam safety engineering and other engineering consulting services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$225,000 to a 'NOT TO EXCEED amount of \$1,000,000; 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 2—Compensation** of the Agreement is amended and restated to read as follows:

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

The remainder of Section 2 of the Agreement is unchanged.

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

Date: 6/1/17

NORTHERN CALIFORNIA POWER AGENCY

Randy S Howard

RANDY S. HOWARD, General Manager

Date: 5/25/17

SAGE ENGINEERS, INC.

Steve Sanders

STEVE H. SANDERS, President

Attest:

Deborah M for Cary Padgett  
Assistant Secretary of the Commission

Approved as to Form:

Richard D. Zey  
Assistant General Counsel



## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,000,000 subject to Section 2 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:



### SCHEDULE OF CHARGES

NCPA

16-103.00 – 2017 NCPA FERC Part 12D Safety Reports

June 24, 2016

The Schedule of Charges applies to all services provided by and/or through SAGE Engineers, Inc. (SAGE). Charges for our services are divided into three categories: Personnel, Travel/Reimbursables and Outside Services.

#### PERSONNEL

Personnel charges are for technical work, including technical typing, editing, graphics and support services involved in the preparation of reports and correspondence, and for the time associated with production of such documents. Personnel category per-hour charge rates are as follows:

<b>Personnel Category</b>	<b>Hourly Rate</b>
Senior Principal Engineer/Geologist	\$ 275.00
Principal Electrical Engineer	265.00
Principal Engineer/Geologist	265.00
Senior Associate Engineer/Geologist	220.00
Senior Consultant	210.00
Associate Engineer/Geologist	200.00
Senior Electrical Engineer	200.00
Senior Engineer/Geologist	185.00
Senior Project Engineer/Geologist	165.00
Project Engineer/Geologist	150.00
Senior Staff Engineer/Geologist	135.00
Staff Engineer/Geologist	125.00
Senior CADD/GIS Technician	145.00
CADD/GIS Technician	105.00
Contract Administration/Support Services	105.00

The charge for expert witness services, depositions (4-hour minimum) and court (8-hour minimum) is \$375 per hour.

#### TRAVEL / REIMBURSABLES

Time spent in travel in the interest of the Client will be charged at the above hourly rates plus mileage at the current IRS rate, except that no more than eight (8) hours of travel time will be charged in any day. When

it is necessary for an employee to be away from the office overnight, all actual costs including out-of-pocket expenses will be charged. Meals will be charged on a per diem basis at \$61.00. Reimbursable items (e.g., airfare, hotel, automobile/equipment rental, supplies etc.) will be charged at cost plus fifteen percent (15%). Specialty design software will be charged at an hourly rate on a per use basis, as follows: I- Site (\$40/hr); Arc GIS, GeoStudios (SEEP/W, SLOPE/W, SIGMA/W), RISA-3D, and SAFE (\$35/hr), SAP 2000 and RockWorks (\$25/hr); Dips, Swedge, RocPlane, and RocFall (\$15/hr). Specialty field equipment will be charged at a daily rate on a per use basis: Trimble GPS Unit+Antenna (\$130/day); Rope Access (\$200/day).

#### **OUTSIDE SERVICES**

Outside services will be charged at cost plus fifteen percent (15%). Common outside items to which this 1.15 multiplier applies include, but are not limited to drilling services, laboratory testing, printing and photographic work, special insurance and outside consultants.

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2251 Douglas Blvd., Ste. 200, Roseville, CA 95661, (916) 677-4800  
1999 Harrison St., Ste. 1800, Oakland, CA 94612, (510) 701-2266  
SAGEengineers.com

The rates set forth above are valid from June 24, 2016 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

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



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
SAGE ENGINEERS, INC.**

This agreement for professional services ("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 SAGE Engineers, Inc., a corporation, with its office located at 2251 Douglas Blvd., Roseville, CA 95661 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2016 ("Effective Date") in Roseville, California.

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

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 **Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 **Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services or does not respond within the seven (7) day period

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

## **Section 2.**

**COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** two hundred twenty-five thousand dollars (\$225,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable

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

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

**2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.

**2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

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

**4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$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 or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

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

**4.3 Professional Liability Insurance.** Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

**4.4 All Policies Requirements.**

**4.4.1 Verification of coverage.** Prior to beginning any work under this Agreement, 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 as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

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

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

**4.4.4 Additional Certificates and Endorsements.** If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Agency shall have the right to require the Consultant to provide certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or Agency member for which the Services are to be performed.

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

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

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

**5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

**5.2 Scope.** Consultant shall indemnify and hold harmless the Agency and its officials, commissioners, officers, employees, agents, and volunteers from and against any and all losses, liability, and damages arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, and for acts for which they are liable.

The foregoing obligations of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the negligence or willful misconduct of the Agency or its officers, employees, or agents, and (2) the actions of Consultant or its employees, subcontractors, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Agency of Insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration. Notwithstanding the

foregoing, in the event Consultant defends the Agency and it is ultimately determined or agreed to that the Consultant was either not negligent or was only partially negligent with respect to the loss, liability, claim, suit, action or damages, the Agency agrees that it shall promptly reimburse Consultant for such proportion of the Consultant's costs incurred in defending the Agency that is not attributable to the negligence of the Consultant.

Consultant's liability shall be limited to the policy limit amounts detailed in Section 4 above, as well as any coverage positions or determinations made or taken by Consultant's insurance carriers, as it relates to specific claims by the Agency, as long as Consultant maintains in effect and applicability the insurance, including but not limited to the amounts, deductibles, and scope, referenced herein.

As to any professional services subject to Civil Code section 2782.8, Consultant's liability shall be further limited as set forth in Section 2782.8 of the California Civil Code.

## **Section 6. STATUS OF CONSULTANT.**

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

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

Consultant shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such



claims, whether directly or indirectly, due to Consultant's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

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

**6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

**6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

## **Section 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.

**7.3 Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and

approvals of whatever nature that are legally required to practice their respective professions.

**Section 8. TERMINATION AND MODIFICATION.**

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

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

**8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

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

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

**8.4.1** Immediately terminate the Agreement;

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

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

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

**Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant delivers or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to

deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

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

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

**9.4 Confidential Information and Disclosure.**

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

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

**9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide

prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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

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

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

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

## **Section 10. MISCELLANEOUS PROVISIONS.**

**10.1** **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**10.2** **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 10.7 Contract Administrator.** This Agreement shall be administered by Ken Speer, Assistant General Manager, Generation Services , or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Steven H. Sanders  
President  
SAGE Engineers, Inc.  
2251 Douglas Blvd., Suite 200  
Roseville, CA 95661

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

- 10.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:
- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
  - 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
  - 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
  - 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
  - 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

**10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

**10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

SAGE ENGINEERS, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD, General Manager**

\_\_\_\_\_  
**STEVE H. SANDERS, President**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Assistant General Counsel

## EXHIBIT A

### SCOPE OF SERVICES

As requested by NCPA, Sage Engineers, Inc., ("Consultant") shall provide consulting services to the Northern California Power Agency ("Agency"), Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members, including, without limitation:

- Dam Safety Engineering in accordance with 18CFR12D;
- Civil, environmental, geotechnical and structural engineering;
- Consulting related to geology, hydrology or hydraulics;
- Mapping/surveying/GIS;
- Protection relay upgrades and electrical engineering support;
- Engineering inspection and construction observation and testing; and
- Other miscellaneous engineering tasks.



## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$225,000 subject to Section 2 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:



### SCHEDULE OF CHARGES

NCPA

16-103.00 – 2017 NCPA FERC Part 12D Safety Reports

June 24, 2016

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The Schedule of Charges applies to all services provided by and/or through SAGE Engineers, Inc. (SAGE). Charges for our services are divided into three categories: Personnel, Travel/Reimbursables and Outside Services.

#### **PERSONNEL**

Personnel charges are for technical work, including technical typing, editing, graphics and support services involved in the preparation of reports and correspondence, and for the time associated with production of such documents. Personnel category per-hour charge rates are as follows:

<b><u>Personnel Category</u></b>	<b><u>Hourly Rate</u></b>
Senior Principal Engineer/Geologist	\$ 275.00
Principal Electrical Engineer	265.00
Principal Engineer/Geologist	265.00
Senior Associate Engineer/Geologist	220.00
Senior Consultant	210.00
Associate Engineer/Geologist	200.00
Senior Electrical Engineer	200.00
Senior Engineer/Geologist	185.00
Senior Project Engineer/Geologist	165.00
Project Engineer/Geologist	150.00
Senior Staff Engineer/Geologist	135.00
Staff Engineer/Geologist	125.00
Senior CADD/GIS Technician	145.00
CADD/GIS Technician	105.00
Contract Administration/Support Services	105.00

The charge for expert witness services, depositions (4-hour minimum) and court (8-hour minimum) is \$375 per hour.

**TRAVEL / REIMBURSABLES**

Time spent in travel in the interest of the Client will be charged at the above hourly rates plus mileage at the current IRS rate, except that no more than eight (8) hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, all actual costs including out- of-pocket expenses will be charged. Meals will be charged on a per diem basis at \$61.00. Reimbursable items (e.g., airfare, hotel, automobile/equipment rental, supplies etc.) will be charged at cost plus fifteen percent (15%). Specialty design software will be charged at an hourly rate on a per use basis, as follows: I- Site (\$40/hr); Arc GIS, GeoStudios (SEEP/W, SLOPE/W, SIGMA/W), RISA-3D, and SAFE (\$35/hr), SAP 2000 and RockWorks (\$25/hr); Dips, Swedge, RocPlane, and RocFall (\$15/hr). Specialty field equipment will be charged at a daily rate on a per use basis: Trimble GPS Unit+Antenna (\$130/day); Rope Access (\$200/day).

**OUTSIDE SERVICES**

Outside services will be charged at cost plus fifteen percent (15%). Common outside items to which this 1.15 multiplier applies include, but are not limited to drilling services, laboratory testing, printing and photographic work, special insurance and outside consultants.

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2251 Douglas Blvd., Ste. 200, Roseville, CA 95661, (916) 677-4800  
1999 Harrison St., Ste. 1800, Oakland, CA 94612, (510) 701-2266  
SAGEngineers.com

The rates set forth above are valid from June 24, 2016 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

\_\_\_\_\_

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(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.

2699527.3





# Commission Staff Report

Date: June 19, 2019

COMMISSION MEETING DATE: June 27, 2019

SUBJECT: Air Hygiene International, Inc. – Five Year Multi-Task Consulting Services Agreement for source, rata and emissions testing services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members

AGENDA CATEGORY: Consent

<b>FROM:</b>	Ken Speer <i>KS</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	N/A
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>
<b>Department:</b>	Combustion Turbines	

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

**RECOMMENDATION:**

Approval of Resolution 19-49 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Air Hygiene International, Inc. for source, rata and emissions testing services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

**BACKGROUND:**

Source, rata and emission testing services are required from time to time related to project support at facilities owned and/or operated 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 is not to exceed \$500,000.00 over five years, to be used out of the NCPA approved budget. 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 agreements in place with Aeros Environmental and Montrose Air Quality Services for similar services and seeks bids from multiple qualified providers whenever services are needed. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

**ENVIRONMENTAL ANALYSIS:**

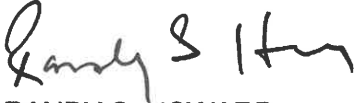
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on June 5, 2019, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on June 10, 2019, and was approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Randy S. Howard". The signature is written in a cursive, flowing style.

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution
- Multi-Task Consulting Services Agreement with Air Hygiene International, Inc.

**RESOLUTION 19-49**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH AIR HYGIENE  
INTERNATIONAL, INC.**

**(reference Staff Report #168:19)**

WHEREAS, source, rata and emissions testing services are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Air Hygiene International, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task Consulting Services Agreement with Air Hygiene International, Inc. to provide such services as needed at all NCPA Generation facility locations, Member, SCPPA, and SCPPA Member facilities in an amount not to exceed \$500,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Air Hygiene International, Inc. with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 for source, rata and emissions testing services for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019 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 CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
AIR HYGIENE INTERNATIONAL, INC.**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Air Hygiene International, Inc., an Oklahoma Corporation, with its office located at 1600 W. Tacoma St., Broken Arrow, OK 74012 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2019 ("Effective Date") in Roseville, California.

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

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

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

**Section 2. COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED FIVE HUNDRED THOUSAND** dollars (\$500,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

**2.2 Monthly Payment.** Agency shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Projects are invoiced based on the following milestone schedule: 30% of the Project Bid will be invoiced following the submittal of the Test Protocol, 60% of the Project Bid plus any overages, if applicable, will be invoiced upon completion of the Site Work, and 10% upon completion of final report.

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

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

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

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

whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

**4.3 Professional Liability Insurance.** Not Applicable.

**4.4 All Policies Requirements.**

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

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

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

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

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

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

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

- 5.1 **Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 **Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Consultant, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

**Section 6. STATUS OF CONSULTANT.**

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

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

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

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

**6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

**6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all

respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

## **Section 7. LEGAL REQUIREMENTS.**

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

In the event of termination, Consultant shall be entitled to compensation for Services satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Consultant delivering to Agency any or all records or documents, as referenced in Section 9.1 hereof. If agency reschedules the Project with fewer than ten (10) days' notice prior to a scheduled mobilization, then Consultant's Rescheduling Fee shall apply.

**Delays.** Delays that occur that are outside of the control of Consultant but in the control of or requested by Agency will be billed and paid according to the rates quoted on the Project Bid. If test delays are anticipated and Agency requests Consultant to demobilize from the Site, Consultant's crew will remain on stand-by, leave equipment onsite and invoice the appropriate charges if there are fewer than five (5) days before Agency requests that Consultant will return to the Site. For delays requested by Agency and anticipated to extend beyond five (5) days, Agency can request that Consultant demobilize and remobilize at a later date or remain on stand-by and incur the appropriate charges according to the option requested. Force majeure events causing delays shall not create delay charges to be paid by Agency.

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;
  - 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or
  - 8.4.4** Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.



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

**9.4 Confidential Information and Disclosure.**

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

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

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

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

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

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

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

## **Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

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

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

**10.7 Contract Administrator.** This Agreement shall be administered by 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.

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

Air Hygiene International, Inc.  
Attention: Stephen Shreve  
Street: 1600 W. Tacoma Street  
City, State Zip: Broken Arrow. OK 74012

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

**10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

**10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

**10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

**10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

AIR HYGIENE INTERNATIONAL, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD,**  
General Manager

\_\_\_\_\_  
**STEPHEN SHREVE, Contract Manager**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES**

Air Hygiene International, Inc. ("Consultant") shall provide testing 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:

- Rata Testing;
- Source Testing; and
- Emission Testing.

These testing services are not maintenance and thus, are not subject to prevailing wage per Labor Code section 1773.5 and Title 8 CCR 16001 (a).

## EXHIBIT B COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, 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:

### Per Run/Sample Testing Fees

Effective Date: January 1<sup>st</sup>, 2019

O <sub>2</sub> & NO <sub>x</sub> Stratification Traverse	\$250	per traverse
Fuel Analysis (natural gas, fuel oil, coal)	\$500	per sample
Exhaust Flow and Moisture Run w/o PM (EPA Method 2-4)	\$500	per run
FTIR Analysis (formaldehyde, ammonia, methane/ethane, etc.)	\$500	per hour/run
HCl testing (EPA Method 26(a)) with on-site analysis	\$500	per run
Opacity Reading (EPA Method 9 or 22)	\$750	per day
Sulfuric Acid Mist Testing (EPA Method 8a – control condensate) with on-site analysis	\$1,000	per run
Ammonia Testing & Analysis (CTM-027, BAAQMD ST-1B, 320)	\$1,000	per hour/run
Mercury (EPA Method 30B – sorbent traps)	\$1,000	per paired train run
PM-10 (EPA Method 5-front & 202-back) Test	\$1,000	per run
PM-10 (EPA Method 201a & 202) Test	\$1,500	per run

• Testing fees above assume Air Hygiene test crews are already on-site and these tests are in addition to a prepared scope and price. They are subject to rush charges (1.5 or 2.0 times rate) if a shorter than standard turn-around time (10 days) is requested and/or if weekend analysis is required.

### CEMS Support Service Fees

Linearity Gases for 14 days/500 psi (EPA Protocol) – Single <small>(30 day certification required to ensure gases are in stock at these prices, otherwise subject to actual Air Hygiene cost plus 10%)</small>	\$150	per bottle
Linearity & Cycle Response Time Testing/Reporting	\$500	per CEMS
CEMS XML Reporting of RATA (by ECMPS)	\$500	per CEMS
CEMS Complete Performance Test Reporting – hardcopy <small>(7-day drift, linearity, cycle response, DABS certification, etc.)</small>	\$1,000	per CEMS

• CEMS Support Service Fees are subject to rush charges (1.5 times rate) if shorter than standard turn-around time (7 days for reports & RATA EDR submittal and 45 days after receipt of requested data for plans & CEMS EDR submittal)

### Day & Hourly Testing Rates

Hourly Rate	Day Rate/10	per hour
Overtime Rate (see billing notes item 6 for details)	Hourly rate x 1.5	per hour
Rush Testing Rates (mobilization < 5 days notice)	Project Bid x 1.5	
Emergency Rush Testing Rate (mobilization < 2 days notice)	Project Bid x 2.0	
Day Rate – portable analyzer testing	\$1,500	per day
Day Rate – mini-rack with NO <sub>x</sub> , CO, O <sub>2</sub> , & CO <sub>2</sub>	\$2,000	per day
Day Rate – single lab, gases	\$2,500	per day
Day Rate – RATA lab, gases	\$3,000	per day
Day Rate – FTIR mini-rack	\$4,000	per day
Day Rate – single lab, gases, NH <sub>3</sub>	\$4,000	per day
Day Rate – single lab, gases, PM	\$4,000	per day
Day Rate – single lab with FTIR for VOCs or HAPS	\$4,000	per day
Day Rate – single lab with GC for VOCs	\$4,000	per day
Day Rate – dual lab (gases only main rack + mini-rack)	\$4,000	per day
Day Rate – single lab, gases, PM, NH <sub>3</sub>	\$5,000	per day
Day Rate – single lab, gases, PM, NH <sub>3</sub> , SO <sub>3</sub> /H <sub>2</sub> SO <sub>4</sub>	\$6,000	per day
Day Rate – single lab, gases, PM, NH <sub>3</sub> , SO <sub>3</sub> /H <sub>2</sub> SO <sub>4</sub> /FTIR	\$7,500	per day

• Days in which a trailer is on-site with no crew may be charged at a reduced day rate, subject to project specific agreement. Rates listed above are basic day rates, specialized day rates may also apply.

### Project Support Rates

Project Support (test protocol, test reports, project administration, etc.)	\$1,000 (minimum)	per mobilization or as quoted
Pre-test meeting (1 person within 500 miles of Tulsa)	\$2,000 (minimum)	per person or as quoted

### Simultaneous Testing Options

Two (2) Sources/Points	plus 15%
Three (3) Sources/Points	plus 25%
Four (4) Sources/Points	plus 35%

Simultaneous testing can be performed as requested. The listed applicable percentage of the total project cost will be added to the invoice for the simultaneous testing. This fee covers the additional time, resources, and management involved with simultaneous testing. Note that simultaneous testing shortens the project scope if it was originally bid for a single lab. Additional testing days will be charged on a per lab basis at the day rate.

### Mobilization Rates

Source setup charges beyond original quote	\$500	per setup
Truck & Trailer Mileage (from nearest AHI field office)	\$1.00	per mile from nearest field office
Truck only Mileage (from nearest AHI field office)	\$0.75	per mile from nearest field office
Initial site mobilization (one round trip) (Rush mobilization [ $< 5$ days notice] charged at 1.5 times listed rate)	\$3,000 (minimum)	per lab per round trip
Personnel remobilization (per person) (Equipment remains on-site and charged per day rate as defined in "Day and Hourly Testing Rates" section)	\$750 (minimum)	per person per round trip
Lab remobilization (per lab)	\$3,000 (minimum)	per lab per round trip
Per Diem	\$100	per day per crew member

### Rescheduling & Cancellation Rates

Rescheduling fee (with $< 10$ days' notice prior to scheduled mobilization date)	Proposed Day Rate x 1 day
Cancellation fee (with $< 10$ days' notice prior to scheduled mobilization date) (Cancellation is defined as completely eliminating the project. Rescheduling is defined as changing a planned test date)	40% Project Bid

### Methodology

Gas testing assumes no more than 60 minute test runs and particulate testing assumes no more than 180 minute test runs. **AIR HYGIENE** will conduct emission testing following EPA Reference Methods (RM) as listed below:

Nitrogen Oxides (NOx) – RM 7e &/or 20	Carbon Monoxide (CO) – RM 10
Sulfur Dioxide (SO <sub>2</sub> ) – RM 6c or ASTM fuel gas analysis	Carbon Dioxide (CO <sub>2</sub> ) – RM 3a
Total Hydrocarbons (THC) – RM 25a	Volatile Organic Compounds (VOC) RM 18/320 and 25a
Particulates (PM) – RM 5-front & 202-backhalf condensables	PM $< 10$ microns (PM <sub>10</sub> ) – RM 201a-front & 202-backhalf condensables
Opacity – RM 9	PM $< 2.5$ microns (PM <sub>2.5</sub> ) – RM 201a-front & 202-backhalf condensable
Exhaust Flow – RM 2 &/or 19	Mercury – 30B, Ontario-Hydro
Oxygen (O <sub>2</sub> ) – RM 3a &/or 20	Ammonia analysis (CTM-027, BAAQMD ST-1B, 320-FTIR)
Formaldehyde – (320-FTIR or RM323)	Methane/Ethane analysis (RM 18 or 320-FTIR)

### Billing Notes

1. Rush mobilization [ $< 5$  days notice] charged at 1.5 times listed rate. Emergency mobilization [ $< 2$  days' notice] charged at 2.0 times listed rate.
2. Remobilization options will be **AIR HYGIENE**'s choice unless  $> 5$  days before return required.
3. Billing each day will be at least the day rate charge and based upon the day rate for equipment required (# personnel may vary).
4. Days in which a trailer is on-site and a crew mobilized will be charged at the contracted day rate even if no testing work is performed.
5. Overtime will be applied to all testing performed on weekends, short-notice ( $< 5$  days) testing, and all test performed between 6:00p.m. and 6:00a.m.
6. Test delays, beyond the control of **AIR HYGIENE**, will be billed at the delay rates listed on the project bid. Overtime ( $> 12$  hours in a 24 hour period) is billed 1.5 times the rates listed on the 2019 Test Rate Sheet. **AIR HYGIENE** Holidays are 2.0 times the rates listed on the 2019 Test Rate Sheet.
7. Project bids are turn-key testing services including pre-test meetings, test plans, coordination with state agency, emission testing, test reports, setup, calibration, etc meeting EPA and state agency requirements. These rates are for work beyond the bid scope or time & materials projects.
8. Daily project logs will be prepared by the testing manager for each job outlining the work performed by **AIR HYGIENE** and various operational details related to any testing delays. This project log shall be provided to the client for acknowledgement of activities for any work conducted beyond the scope of the quotation, upon request.

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

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



**EXHIBIT C  
CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, Stephen Shreve,

\_\_\_\_\_  
(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

Air Hygiene International, Inc.

\_\_\_\_\_  
(Company name)

for contract work at:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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






# Commission Staff Report

Date: June 19, 2019

**COMMISSION MEETING DATE:** June 27, 2019

**SUBJECT:** Lodi Energy Center Transformer Replacement Project; Applicable to the following projects: Lodi Energy Center

**AGENDA CATEGORY:** Consent

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

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

**RECOMMENDATION:**

Approval of Resolution 19-50 authorizing the Lodi Energy Center (LEC) Transformer Project utilizing Siemens Energy, Inc., and delegate to NCPA the authority to issue contracts and purchase orders necessary to complete this project without further approval by the Commission, with a total cost not to exceed \$4,000,000.00.

**BACKGROUND:**

The LEC generator step-up transformer has shown elevated values of all gasses which is an indication of excessive heating above 700 Deg Celsius. An internal inspection revealed that gasses appear to be generated from the heat in core and is shown as discoloration of the cooling duct. The electrical tests performed on this transformer produced good results for the time being. A review by the manufacturer indicated that the core has relaxed and allowed shifting, which is putting strain on the internal cables, laminations and insulation.

The Lodi Energy Center has a failing generator step-up transformer that needs to be replaced.

**FISCAL IMPACT:**

The project was considered and approved in the FY20 budget. The funds will come from two sources. The first is through the normal budget funding process and the second is to reallocate the remaining funds from the transmission line upgrade project, which is completed. The funding is shown in the table below:

FY20 Budget.....	\$2,915,858
Reallocated Funds from Transmission Upgrade Project.....	\$1,084,142
Total.....	\$4,000,000

**SELECTION PROCESS:**

On November 13, 2018, NCPA put out a Notice Inviting Bids for the transformer replacement project. A bid walk took place on December 3, 2018, and there were eleven (11) attendees. Bids were due on January 8, 2019. NCPA received only one bid, which was deemed unresponsive in regards to order timeline, design considerations, control wiring and civil work. NCPA wanted more bids to select from and modified the technical specifications. Vendors were notified invited to submit bids. New bids were due on April 1, 2019. Three bidders responded to the modified scope. Parallel negotiations were started to obtain the best value possible for this project. After the conclusion of the early negotiations, Siemens was determined to be the best value.

**ENVIRONMENTAL ANALYSIS:**

These activities are categorically exempt under Class 1 and 2 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, for this class of work and was filed in San Joaquin County.

**COMMITTEE REVIEW:**

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on June 10, 2019, and was approved.

Respectfully submitted,

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

RANDY S. HOWARD  
General Manager

Attachments (1):

- Resolution

**RESOLUTION 19-50**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING THE LODI ENERGY CENTER TRANSFORMER REPLACEMENT PROJECT**

**(reference Staff Report #169:19)**

WHEREAS, the Lodi Energy Center (LEC) step-up transformer needs to be replaced; and

WHEREAS, NCPA seeks approval of the LEC Transformer Replacement Project utilizing Siemens Energy, Inc., and delegate authority to issue contracts and purchase orders necessary to complete this project without further approval by the Commission; and

WHEREAS, these activities are categorically exempt under Class 1 and 2 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, for this class of work and was filed in San Joaquin County; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves the LEC Transformer Replacement Project utilizing Siemens Energy, Inc. and delegate authority to issue contracts and purchase orders necessary to complete this project without further approval by the Commission, with a total cost not to exceed \$4,000,000.00.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019 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



17

# Commission Staff Report

Date: June 19, 2019

**COMMISSION MEETING DATE:** June 27, 2019

**SUBJECT:** NCPA Hydroelectric McKays Point Reservoir Sediment Removal Project – Basis of Design Report

**AGENDA CATEGORY:** Consent

<b>FROM:</b> Ken Speer <i>KS</i>	<b>METHOD OF SELECTION:</b>
Assistant General Manager	N/A
<b>Division:</b> Generation Services	
<b>Department:</b> Hydroelectric	

<b>IMPACTED MEMBERS:</b>		
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"/>
Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input checked="" type="checkbox"/>	Plumas-Sierra REC <input checked="" 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 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 type="checkbox"/>
<i>If other, please specify</i>		
<hr/> <hr/>		

## **RECOMMENDATION:**

Approval of Resolution 19-51 authorizing the General Manager or his designee to issue up to \$600,000 in purchase orders against existing agreements, for the preparation of the Basis of Design Report for the McKays Point Reservoir Sediment Removal Project.

## **BACKGROUND:**

NCPA operates the North Fork Stanislaus River Hydroelectric Development Project (FERC Project NO. 2409-CA) under an agreement with the Project Licensee, Calaveras County Water District. The 2,169 acre-foot McKays Point Reservoir is a central feature of this project that acts as a forebay for the Collierville Powerhouse. It is located just to the south of the Calaveras Big Trees State Park on the North Fork Stanislaus River. The reservoir is situated on U.S. government lands managed by the USFS and private lands owned by Sierra Pacific Industries.

The dam construction was completed and the reservoir was initially filled in 1990. Sedimentation has become an increasingly serious operational problem. During the winter of 1997, a large landslide occurred to the east of Dorrington, which terminated at the US Forest Service's Sourgrass Campground. Trees, soil, sand, gravel and other debris from the slide were carried to McKays Point Reservoir by high instream flows. While most of the floating debris was carried over the dam's spillway, about 260,000 cubic yards of sands and gravels settled in the reservoir area. Subsequent severe storms have episodically washed additional material into the reservoir, such that the total amount of sediments deposited was estimated in 2018 to be 519,000 cubic yards. The average sedimentation rate over the last 30 years of operation is 18,500 cubic yards per year resulting in a loss of storage capacity of 15%. There is no reason to believe that the future average sedimentation rate will greatly differ from what we have experienced to date. The deposition of sediment in the reservoir and its migration toward the dam has resulted in increased load against the dam, loss of a sediment trap upstream of the cofferdam, increased sediment transport through the tunnel that may be causing turbine bucket wear, and some loss of reservoir active capacity (above minimum operating pool).

NCPA has begun the planning process for the McKays Point Reservoir Sediment Removal Project (MPRSRP) that involves the removal and relocation of a not yet determined amount of sediment. NCPA has completed the following activities:

- Periodic bathymetric surveys have been performed to determine the amount of deposited sediment and the reservoir contours.
- A watershed analysis and sampling plan have been prepared. Reservoir sediment samples have been taken and tested for contaminants.
- Topographic base maps have been prepared of the project area showing the reservoir, existing roads, potential stockpile locations, work areas, etc.
- Nearby private landowners have been contacted regarding beneficial use (soil augmentation) of sediments to reduce forest fire danger and increase timber productivity.
- Other potential soil augmentation sites have been identified.



The next step in the planning process is the preparation of the Basis of Design Report (BODR) for dredging. The purpose of the BODR is to:

1. Establish project goals, risks and objectives.
2. Identify feasible project alternatives.
3. Analyze costs and impacts of project alternatives.
4. Establish the preferred project.
5. Establish the project schedule and cash flow requirements.
6. Identify key permitting and land use issues.
7. Identify risks to NCPA that could prevent a successful project.

Once the BODR is completed and the preferred project identified, environmental impact evaluations will be performed followed by the preparation of applications for necessary permits.

### **FISCAL IMPACT:**

The entire McKays Sediment Removal Project is estimated to cost approximately \$31.8M, with most of that cost anticipated during construction forecast for FY2023. Funds for the Project are being collected from the participating members, and by the end of FY2019, the estimated Hydro Capital Development Reserve Net Ending balance is estimated to be approximately \$18M. Staff recommends authorizing the expenditure of up to \$600,000 at this time for preparation of a Basis of Design Report.

The FEMA document entitled "*Public Assistance Cost Estimating Tool for Engineering and Design Services*" provides a means of estimating engineering costs based on data from the American Society of Civil Engineers (ASCE) using the total construction cost for above-average complexity and standard complexity jobs. Both curves show engineering and design services at 7.1% for a \$31.8M project.

The total cost estimate covers the following work items:

<b>Work Item</b>	<b>Estimated Breakdown*</b>
Preliminary engineering analysis**	25%
Preliminary design**	30%
Final design; and	25%
Construction inspection	20%

\* Estimate by NCPA

\*\* BODR portion.

Total Engineering:  $0.071 \times \$31,800,000 = \$2,258,000$

BODR portion:  $0.55 \times \$2,258,000 = \$1,242,000$  (55%)

This analysis provides a method with which to evaluate the proposed levels of effort and budgets for preliminary engineering design and analysis for the Project. Staff believes that the BODR can be prepared for the significantly lower expenditure of \$600,000.

### **SELECTION PROCESS:**

**SR: 170:19**

A formal Request for Qualifications was sent on February 19, 2019 to fifteen (15) firms that expressed interest in the project and had significant dredging design experience. Two (2) responses were received, one from GEI Consultants/Moffatt – Nichol, and the other from HDR Engineering. Both firms met the minimum qualifications required by the RFQ. The GEI/MN team scored higher than the HDR team as judged by the RFQ evaluation criteria.

Subsequently, a Request for Proposal was sent to both consultant teams on March 26, 2019. Both teams responded to the RFP on April 22, 2019 by submitting proposals and time-and-materials estimates for recommended tasks. It was determined by staff that GEI Consultants/Moffatt-Nichol is better suited for this work based on their qualifications, experience, and knowledge of the dredging industry capabilities and practices.

<b>Firm</b>	<b>Estimated Hours</b>	<b>Estimated Budget</b>
GEI/Moffatt-Nichol*	2,104	\$447,536
HDR	1,964	\$383,279

\*Preferred proposal

The significant differences in level of effort and cost between the two proposals are:

- HDR includes one dredging expert; GEI/MN includes four
- HDR limits cost estimates to 2-3 feasible alternatives; GEI/MN will provide cost estimates for up to 9 feasible alternatives

The contract will be awarded in the amount of the estimated budget with increases or decreases based on NCPA's needs. NCPA controls the level of effort of the consultant by participating in the determination of feasible alternatives and approval of each of three progress reports and the final BODR.


#### **ENVIRONMENTAL ANALYSIS:**

Preparation of the BODR 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 in the California Environmental Quality Act. No environmental review is necessary. Upon completion, the BODR will help to scope the level of environmental analysis ultimately required under CEQA and NEPA prior to committing to the actual Sediment Removal Project.

#### **COMMITTEE REVIEW:**

The recommendation above was reviewed by the Facilities Committee on June 5, 2019, and was recommended for Commission approval on Consent Calendar.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments:

- Resolution

## **RESOLUTION 19-51**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE GENERAL MANAGER TO ISSUE PURCHASE ORDERS FOR PREPARATION OF THE BASIS OF DESIGN REPORT FOR THE MCKAYS POINT RESERVOIR SEDIMENT REMOVAL PROJECT**

**(reference Staff Report #170:19)**

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains, on behalf of the project owners, the Hydroelectric Facilities; and

WHEREAS, McKays Point Reservoir, a central feature of those Hydroelectric Facilities, has incurred significant loss of reservoir capacity due to episodic, uncontrollable sedimentation since 1997 occurring during severe storms and will likely continue to lose capacity due to unstable land masses upstream of the reservoir; and

WHEREAS, such loss of reservoir capacity is unacceptable and potentially detrimental to the production of electrical power at the Collierville Powerhouse and dam stability, thus requiring a Sediment Removal Project; and

WHEREAS, to manage the adverse effects of sedimentation, the preparation of a Basis of Design Report is necessary to determine the scope and preferred method of removing sediments from the reservoir and transporting for beneficial use, or otherwise; and

WHEREAS, preparation of the Basis of Design Report and definition of the Sediment Removal Project must precede preparation of environmental analysis for the Project as may be required by CEQA and NEPA; and

WHEREAS, preparation of the Basis of Design 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 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 issue up to \$600,000 in Purchase Orders against existing agreements, for the preparation of the Basis of Design Report for the McKays Point Reservoir Sediment Removal Project.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019 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



18

# Commission Staff Report

Date: June 18, 2019

COMMISSION MEETING DATE: June 27, 2019

SUBJECT: Approval of Exhibit C, Revision 23 to Contract 96-SNR-00110

AGENDA CATEGORY: Discussion/Action

<b>FROM:</b>	Tony Zimmer <i>TZ</i>	<b>METHOD OF SELECTION:</b>
	AGM, Power Management	N/A
<b>Division:</b>	Power Management	<i>If other, please describe:</i>
<b>Department:</b>	Power Management	

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

## **RECOMMENDATION:**

NCPA staff recommends that the Commission adopt a resolution approving Exhibit C, Revision 23 to Contract 96-SNR-00110, and authorize the General Manager of NCPA to execute Exhibit C, Revision 23 to Contract 96-SNR-0010, on behalf of NCPA, including any non-substantive modifications to Exhibit C, Revision 23 to Contract 96-SNR-00110 approved by NCPA's General Counsel.

## **BACKGROUND:**

In December 2004, Northern California Power Agency (NCPA) executed the Agreement for the Funding of Operation and Maintenance for Central Valley Project Power Facilities (O&M Agreement) with the Western Area Power Administration (WAPA), Bureau of Reclamation (Reclamation) and other Central Valley Project (CVP) customers (Contract 96-SNR-00110). Under the O&M Agreement, CVP customers provide funds for specific operations, maintenance, and capital projects related to the CVP power plants, or the delivery of CVP energy, that would otherwise not be undertaken due to limited federal appropriations. These activities increase the quantity and enhance the reliability of energy delivered to NCPA under the Base Resource contract. WAPA returns funds to NCPA as a bill credit on its power bills. NCPA staff participate in the review and approval of projects chosen for funding, along with other WAPA customers who participate in the program.

NCPA is a party to the O&M Agreement, on behalf of certain NCPA members who have assigned their Base Resource percentages to NCPA to administer<sup>1</sup> (Assigning Members). WAPA periodically requests participants to the O&M Agreement to execute revisions to the individual Customer Commitment and Contribution, or Exhibit C, which reflect allocated shares of the total funding obligation approved through the customer approval process.

## **FISCAL IMPACT:**

Execution of Exhibit C, Revision 23 to Contract 96-SNR-00110 would establish a commitment by NCPA, specifically the Assigning Members, to provide funds associated with Federal Fiscal Year 2023 in the amount of \$10,931,542.95. The obligation to provide funds survives termination of the O&M Agreement, but any and all future obligations would be absolved coincident with the termination of the Base Resource contract.

WAPA will invoice and collect funds according to a monthly schedule. Approximately one (1) month following payment, WAPA will return funds to NCPA through a bill credit on the monthly WAPA power bill. Therefore, the net fiscal impact is approximately zero dollars (\$0.00). Costs associated with this commitment will be allocated to the Assigning Members based on Western Allocation percentages.

Exhibit C, Revision 23 to Contract 96-SNR-00110 has been attached to this staff report for your reference.

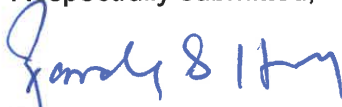
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<sup>1</sup> Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Ukiah, and Port of Oakland and Plumas-Sierra Rural Electric Cooperative.

**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

Attachments (2):

- Resolution 19-33
- Exhibit C, Revision 23 to Contract 96-SNR-0010



## RESOLUTION 19-33

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVAL OF EXHIBIT C, REVISION 23 TO CONTRACT 96-SNR-00110

(reference Staff Report #146:19)

WHEREAS, in December 2004, Northern California Power Agency (NCPA) executed the Agreement for the Funding of Operation and Maintenance for Central Valley Project Power Facilities (O&M Agreement) with the Western Area Power Administration (WAPA), Bureau of Reclamation (Reclamation) and other Central Valley Project (CVP) customers (Contract 96-SNR-00110); and

WHEREAS, under the O&M Agreement, CVP customers provide funds for specific operations, maintenance, and capital projects related to the CVP power plants, or the delivery of CVP energy, that would otherwise not be undertaken due to limited federal appropriations; and

WHEREAS, NCPA is a party to the O&M Agreement, on behalf of certain NCPA members who have assigned their Base Resource percentages to NCPA to administer<sup>1</sup> (Assigning Members), and WAPA periodically requests participants to the O&M Agreement to execute revisions to the individual Customer Commitment and Contribution, or Exhibit C, which reflect allocated shares of the total funding obligation approved through the customer approval process; and

WHEREAS, execution of Exhibit C, Revision 23 to Contract 96-SNR-00110 would establish a commitment by NCPA, specifically the Assigning Members, to provide funds associated with federal Fiscal Year 2023 in the amount of \$10,931,542.95, and the obligation to provide funds survives termination of the O&M Agreement, but any and all future obligations would be absolved coincident with the termination of the Base Resource contract; and

WHEREAS, WAPA will invoice and collect funds according to a monthly schedule, and approximately one (1) month following payment, WAPA will return funds to NCPA through a bill credit on the monthly WAPA power bill, and the net fiscal impact is approximately zero dollars (\$0.00), and costs associated with this commitment will be allocated to the Assigning Members based on Western Allocation percentages; 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 adopts and approves Exhibit C, Revision 23 to Contract 96-SNR-00110, and authorizes the General Manager of NCPA to execute Exhibit C, Revision 23 to Contract 96-SNR-0010, on behalf of NCPA, including any non-substantive modifications to Exhibit C, Revision 23 to Contract 96-SNR-00110 approved by NCPA's General Counsel.

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<sup>1</sup> Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Ukiah, and Port of Oakland and Plumas-Sierra Rural Electric Cooperative.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019 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

EXHIBIT C  
 (Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 23, to be effective under and as a part of Contract 96-SNR-00110 (Agreement), shall become effective upon execution; and shall remain in effect until either superseded by another Exhibit C or termination of the Contract.
2. The Northern California Power Agency agrees to make a Contribution pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 3 below.
3. Please specify your Contribution commitment level in Column 6.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Funding Amount	Minimum Funding Amount <sup>1</sup>	Revision 22 Contribution Commitment Level Amount	<b>Proposed Revision 23 Contribution Commitment Level Amount</b>	Revision 23 Contribution Commitment Level Amount
2020	\$9,928,304.01	\$1,155,873.93	\$9,928,304.01	n/a	\$9,928,304.01
2021	\$8,230,832.22	\$1,267,441.31	\$8,230,832.00	n/a	\$8,230,832.00
2022	\$8,588,447.97	\$1,256,598.18	\$8,588,447.97	n/a	\$8,588,447.97
2023	\$10,931,542.95	1,310,137.14	n/a	<b>\$10,931,542.95</b>	

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for FYs prior to FY 2020 in the above table. For that information refer to an earlier revision of Exhibit C.

The signature below commits the Customer named to make Contributions in the amounts shown in the above table, but not greater than the amount indicated in the latest revision of the Contribution commitment level for a specific FY.

NORTHERN CALIFORNIA POWER AGENCY

By: \_\_\_\_\_  
 Name: Randy S. Howard  
 Title: General Manager  
 Address: 651 Commerce Drive  
Roseville, CA 95678  
 Date: \_\_\_\_\_

Attest  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

<sup>1</sup> To participate on the Governance Board, a Customer must contribute at least 1/12<sup>th</sup> of its share of the estimated annual O&M cost for the FY that is four (4) years out from the current FY. This minimum amount is set forth in Column 3 of this Exhibit.



# Commission Staff Report

June 20, 2019

**COMMISSION MEETING DATE:** June 27, 2019

**SUBJECT:** Approval of Four Multi-task Consulting Services Agreements to Provide Wildfire Mitigation Plan Technical Advisory and/or Independent Evaluation Services, and Delegation of Authority to the NCPA General Manager or his Designee to Administer the Agreements to Provide Services to Eligible Entities Under the NCPA Shared Services Agreement and the SCPPA Joint Services Agreement; Applicable to the following: NCPA, NCPA Members, the Southern California Public Power Authority, and Southern California Public Power Authority Members.

**AGENDA CATEGORY:** Business Action Item

<b>FROM:</b>	Jane Cirrincione <i>JCV</i>	<b>METHOD OF SELECTION:</b>
	AGM, Legislative and Regulatory Affairs	<i>Competitive Pricing Process</i>
<b>Division:</b>	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
<b>Department:</b>	Legislative & Regulatory	

**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*

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## RECOMMENDATION:

Approval of Resolution 19-47 authorizing the General Manager or his designee to enter into four separate multi-task consulting services agreements to provide Wildfire Mitigation Plan Technical Advisory and/or Independent Evaluation Services to NCPA, NCPA Members, as well as the Southern California Public Power Authority (SCPPA), and members of SCPPA, with any non-substantial changes recommended and approved by the NCPA General Counsel, with:

- Chloeta Fire, LLC, in an amount not-to-exceed \$1,000,000
- Dudek, in an amount not-to-exceed \$1,000,000
- Navigant Consulting, Inc., in an amount not-to-exceed \$1,000,000
- Siemens Industry, Inc., in an amount not-to-exceed \$1,000,000

Delegation of Authority to NCPA General Manager or his designee to administer these contracts to provide these services to eligible entities under the NCPA Shared Services Agreement and the SCPPA Joint Services Agreement.

## BACKGROUND:

NCPA, its members, and other California publicly-owned electric utilities and electrical cooperatives are required by Section 8387 of the California Public Utilities Code to prepare, before January 1, 2020, and annually thereafter, a wildfire mitigation plan. This section of the Public Utilities Code identifies fourteen (14) components that must be considered in the plans, as necessary for a given utility. In addition, Section 8387 requires publicly-owned electric utilities and electrical cooperatives to contract with a qualified independent evaluator “with experience assessing the safe operation of electrical infrastructure” to provide a review and assessment of the mitigation plan and present its findings in a public meeting of the utility’s governing board.

In support of these requirements, NCPA issued a Request for Proposals (LR1901) on April 16, 2019, to solicit responses from qualified firms to provide the following two categories of wildfire mitigation plan services:

- **Wildfire Mitigation Plan Technical Advisory Services.** On an as-needed basis and upon request by the Agency, provide technical advisory services to NCPA and/or its Member(s) to support the development of wildfire mitigation plans that meet the requirements of California Public Utilities Code Section 8387. Such technical advisory services may include the development of a wildfire mitigation plan in its entirety, based on information provided by NCPA/Member, as applicable.
- **Wildfire Mitigation Plan Independent Evaluation Services.** On an as-needed basis and upon request by the Agency, complete an independent evaluation of an NCPA or Member wildfire mitigation plan pursuant to the requirements of California Public Utilities Code Section 8387(c), which includes presentation of the report in a public meeting of the governing board of the requesting utility.

## FISCAL IMPACT:

These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the four agreements is \$4,000,000 (or \$1,000,000 per each agreement) to

enable NCPA, its members, SCPPA, and SCPPA members to utilize these services to assure compliance with state wildfire mitigation requirements. Any work completed by these firms under these agreements would be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing FY 2020 budget.

#### **SELECTION PROCESS:**

A formal bidding process was conducted in accordance with NCPA's procurement policies and procedures. A Request for Proposals was posted on NCPA's website from April 16, 2019, through May 6, 2019. A total of five responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) demonstration of strong project management abilities; and 6) customer references. The selection process was completed by NCPA staff along with oversight from NCPA members. During the contract development process, one of the selected vendors was withdrawn from consideration.

#### **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 NCPA Legislative and Regulatory Affairs Committee reviewed this initiative during its April 24, 2019 committee meeting. The committee was in agreement regarding the members' need for these services and NCPA's planned issuance of a Request for Proposals to identify several qualified contractors to provide these services to NCPA and SCPPA and their members as needed, and to bring economies of scale to the acquisition of these services.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

#### **Attachments:**

- Resolution No. 19-47
- Multi-Task Consulting Agreement between NCPA and Dudek (LR-VEN-2019-004)
- Multi-Task Consulting Agreement between NCPA and Chloeta Fire, LLC (LR-VEN-2019-005)
- Multi-Task Consulting Agreement between NCPA and Navigant Consulting, Inc. (LR-VEN-2019-006)
- Multi-Task Consulting Agreement between NCPA and Siemens Industry, Inc. (LR-VEN-2019-007)

**RESOLUTION 19-47**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY TO ENTER INTO FOUR SEPARATE MULTI-TASK AGREEMENTS TO PROVIDE WILDFIRE MITIGATION PLAN TECHNICAL ADVISORY AND/OR INDEPENDENT EVALUATION SERVICES**

**(Staff Report #166:19)**

WHEREAS, pursuant to California Public Utilities Code Section 8387, California publicly-owned electric utilities and electrical cooperatives are required to prepare, before January 1, 2020, and annually thereafter, a wildfire mitigation plan that addresses a number of criteria enumerated in statute; and,

WHEREAS, assist in compliance with these requirements, NCPA issued a Request for Proposals (LR1901) on April 16, 2019, to solicit responses from qualified firms to provide Wildfire Mitigation Plan Technical Advisory and/or Independent Evaluation Services; and,

WHEREAS, a total of five responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) demonstration of strong project management abilities; and 6) customer references.

WHEREAS, agreements were developed with four of the vendors as a result of the Request for Proposals, in accordance with NCPA's procurement policies and procedures; and,

WHEREAS, services provided under these Agreements may include services that are provided directly to NCPA, NCPA members, the Southern California Public Power Authority (SCPPA), or SCPPA members; and,

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts the recommendation to enter into four separate multi-task agreements to provide Wildfire Mitigation Plan Technical Advisory and/or Independent Evaluation Services with:

- Chloeta Fire, LLC, in an amount not-to-exceed \$1,000,000
- Dudek, in an amount not-to-exceed \$1,000,000
- Navigant Consulting, Inc., in an amount not-to-exceed \$1,000,000
- Siemens Industry, Inc., in an amount not-to-exceed \$1,000,000

NOW, BE IT FURTHER RESOLVED, that the Commission delegates authority to the NCPA General Manager or his designee to administer the agreements to provide services to eligible entities under the NCPA Shared Services Agreement and the SCPPA Joint Services Agreement.

PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019 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 CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND DUDEK**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Dudek, a corporation with its office located at 605 Third Street, Encinitas, California ("Consultant") (together sometimes referred to as the "Parties") as of [REDACTED], 2019 ("Effective Date") in Roseville, California.

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

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

Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

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

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

**2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.

**2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice for the Requested Services. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

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

**4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$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 or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

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

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

**4.3 Professional Liability Insurance.** Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

**4.4 All Policies Requirements.**

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

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

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

**4.4.4 Additional Certificates and Endorsements.** If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Consultant shall provide certificates of insurance and

policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

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

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

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

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

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

## **Section 6. STATUS OF CONSULTANT.**

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

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

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

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

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

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

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

**Section 7. LEGAL REQUIREMENTS.**

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

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Consultant.
- In the event of termination, Consultant shall be entitled to compensation for Services satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Consultant delivering to Agency any or all records or documents, as referenced in Section 9.1 hereof.
- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.



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

**8.4.1** Immediately terminate the Agreement;

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

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

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

**Section 9. KEEPING AND STATUS OF RECORDS.**

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

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

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

## **9.4 Confidential Information and Disclosure.**

- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:
- 9.4.3.1** Disclosure to employees, agents, consultants, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.
  - 9.4.3.2** Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and
  - 9.4.3.3** Disclosure by Agency in response to a request pursuant to the California Public Records Act.
- 9.4.4 Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the

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

**Section 10. MISCELLANEOUS PROVISIONS.**

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

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

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

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

Scott Eckardt, RFP, Senior Project Manager  
Dudek  
853 Lincoln Way  
Auburn, CA 95603

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide Services to an Agency member, SCCPA and/or a SCPPA member (collectively for the purposes of this section only "Member") pursuant to section 1.4, the parties recognize that such Member may

be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

DUDEK

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD**  
**GENERAL MANAGER**

\_\_\_\_\_  
**JOE MONACO**  
**PRESIDENT**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A SCOPE OF SERVICES**

### **Task I: Wildfire Mitigation Plan Technical Advisory Services:**

On an as-needed basis and upon request by the Agency, Consultant shall provide technical advisory services to NCPA and/or its Member(s) to support the development of wildfire mitigation plans that meet the requirements of California Public Utilities Code Section 8387. Such technical advisory services may include the development of a wildfire mitigation plan in its entirety, based on information provided by NCPA/Member, as applicable.

Within 10 business days of receiving an approved request from Agency to perform technical advisory services for NCPA/Member, Consultant shall meet with NCPA/Member to determine the mutually agreeable scope and timeframe for its deliverables. In any event, the selected Consultant shall provide final deliverables to NCPA/Member no later than September 1, 2019.

### **Task II: Wildfire Mitigation Plan Independent Evaluation Services:**

On an as-needed basis and upon request by the Agency, Consultant shall complete an independent evaluation of an NCPA or Member wildfire mitigation plan pursuant to the requirements of California Public Utilities Code Section 8387(c):

The local publicly owned electric utility or electrical cooperative shall contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan. The independent evaluator shall issue a report that shall be made available on the Internet Web site of the local publicly owned electric utility or electrical cooperative, and shall present the report at a public meeting of the local publicly owned electric utility's or electrical cooperative's governing board.

In performing Task 2, Consultant shall review and assess the comprehensiveness of NCPA/Member's wildfire mitigation plan, and of presenting findings to governing bodies geographically located across California. The anticipated key timelines and deliverables associated with this task are as follows:

- i. Within 10 days of receiving a request from Agency, Consultant shall meet with NCPA/Member to determine a mutually agreeable scope and format for its review of NCPA/Member's wildfire mitigation plan. At this time, Consultant and NCPA/Member may wish to modify timelines such that deliverables are received on a mutually agreeable schedule that may vary from that identified below.
- ii. Within 45 days of receiving an approved request from Agency, Consultant shall provide NCPA/Member with a draft report including the Consultant's analysis and finding of whether or not NCPA/Member's plan is "comprehensive," as is required

by California Public Utilities Code Section 8387(c). To determine the comprehensiveness of the NCPA/Member plan, the Consultant shall assess whether the plan addresses the provisions of California Public Utilities Code Section 8387. If the plan is not found to be "comprehensive," the report shall explicitly identify any deficiencies in the NCPA/Member wildfire mitigation plan, as well as recommendations for actions NCPA/Member could undertake to address such deficiencies.

- iii. To the extent NCPA/Member chooses to modify its wildfire mitigation plan to reflect the findings of the selected Consultant, the Consultant shall be available to review NCPA/Member-proposed changes and adjust its findings accordingly.
- iv. Within 15 days of receiving a modified wildfire mitigation plan from NCPA/Member, Consultant shall provide NCPA/Member with a final report and finding of whether or not the modified plan is "comprehensive."
- v. Upon submission of the final report, Consultant shall be available to present its findings and report at a regularly scheduled meeting of NCPA/Member's governing board. Consultant shall be capable of responding to questions from the governing board or public regarding the Consultant's report and findings.



## EXHIBIT B COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,000,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

### DUDEK 2019 STANDARD SCHEDULE OF CHARGES

<b>ENGINEERING SERVICES</b>		<b>DISTRICT MANAGEMENT &amp; OPERATIONS</b>	
Project Director.....	\$285.00/hr	District General Manager.....	\$195.00/hr
Principal Engineer III.....	\$265.00/hr	District Engineer.....	\$185.00/hr
Principal Engineer II.....	\$255.00/hr	Operations Manager.....	\$160.00/hr
Principal Engineer I.....	\$245.00/hr	District Secretary/Accountant.....	\$120.00/hr
Program Manager.....	\$225.00/hr	Collections System Manager.....	\$135.00/hr
Senior Project Manager.....	\$225.00/hr	Grade V Operator.....	\$125.00/hr
Project Manager.....	\$220.00/hr	Grade IV Operator.....	\$110.00/hr
Senior Engineer III.....	\$215.00/hr	Grade III Operator.....	\$100.00/hr
Senior Engineer II.....	\$205.00/hr	Grade II Operator.....	\$75.00/hr
Senior Engineer I.....	\$195.00/hr	Grade I Operator.....	\$70.00/hr
Project Engineer IV/Technician IV.....	\$185.00/hr	Operator in Training.....	\$65.00/hr
Project Engineer III/Technician III.....	\$175.00/hr	Collection Maintenance Worker II.....	\$75.00/hr
Project Engineer II/Technician II.....	\$160.00/hr	Collection Maintenance Worker I.....	\$65.00/hr
Project Engineer I/Technician I.....	\$145.00/hr		
Project Coordinator.....	\$115.00/hr		
Engineering Assistant.....	\$110.00/hr		
<b>ENVIRONMENTAL SERVICES</b>		<b>OFFICE SERVICES</b>	
Project Director.....	\$245.00/hr	<b>Technical/Drafting/CADD Services</b>	
Senior Specialist IV.....	\$230.00/hr	3D Graphic Artist.....	\$175.00/hr
Senior Specialist III.....	\$220.00/hr	Senior Designer.....	\$165.00/hr
Senior Specialist II.....	\$200.00/hr	Designer.....	\$155.00/hr
Senior Specialist I.....	\$190.00/hr	Assistant Designer.....	\$150.00/hr
Specialist V.....	\$180.00/hr	CADD Operator III.....	\$145.00/hr
Specialist IV.....	\$170.00/hr	CADD Operator II.....	\$140.00/hr
Specialist III.....	\$160.00/hr	CADD Operator I.....	\$135.00/hr
Specialist II.....	\$145.00/hr	CADD Drafter.....	\$115.00/hr
Specialist I.....	\$130.00/hr	CADD Technician.....	\$110.00/hr
Analyst V.....	\$120.00/hr		
Analyst IV.....	\$110.00/hr	<b>SUPPORT SERVICES</b>	
Analyst III.....	\$100.00/hr	Technical Editor III.....	\$145.00/hr
Analyst II.....	\$90.00/hr	Technical Editor II.....	\$130.00/hr
Analyst I.....	\$80.00/hr	Technical Editor I.....	\$115.00/hr
Technician IV.....	\$60.00/hr	Publications Specialist III.....	\$105.00/hr
Technician III.....	\$80.00/hr	Publications Specialist II.....	\$95.00/hr
Technician II.....	\$70.00/hr	Publications Specialist I.....	\$85.00/hr
Technician I.....	\$60.00/hr	Clerical Administration.....	\$90.00/hr
Compliance Monitor.....	\$95.00/hr		
<b>DATA MANAGEMENT SERVICES</b>		<b>Forensic Engineering</b> – Court appearances, depositions, and interrogations as expert witness will be billed at 200 times normal rates.	
GIS Programmer I.....	\$185.00/hr	<b>Emergency and Holidays</b> – Minimum charge of two hours will be billed at 1.75 times the normal rate.	
GIS Specialist IV.....	\$160.00/hr	<b>Material and Outside Services</b> – Supercardstock, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc. are charged at 1.15 times the direct cost.	
GIS Specialist III.....	\$150.00/hr	<b>Travel Expenses</b> – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.	
GIS Specialist II.....	\$140.00/hr	<b>Invoices, Late Charges</b> – All fees will be billed by Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.	
GIS Specialist I.....	\$130.00/hr	<b>Annual Increases</b> – Unless identified otherwise, these standard rates will increase 3% annually.	
Data Analyst III.....	\$100.00/hr		
Data Analyst II.....	\$90.00/hr		
Data Analyst I.....	\$80.00/hr		
UAS Pilot.....	\$60.00/hr		
<b>CONSTRUCTION MANAGEMENT SERVICES</b>			
Principal/Manager.....	\$165.00/hr		
Senior Construction Manager.....	\$180.00/hr		
Senior Project Manager.....	\$165.00/hr		
Construction Manager.....	\$155.00/hr		
Project Manager.....	\$145.00/hr		
Resident Engineer.....	\$145.00/hr		
Construction Engineer.....	\$140.00/hr		
On-site Owner's Representative.....	\$140.00/hr		
Construction Inspector III.....	\$130.00/hr		
Construction Inspector II.....	\$120.00/hr		
Construction Inspector I.....	\$110.00/hr		
Prevailing Wage Inspector.....	\$135.00/hr		
<b>HYDROGEOLOGICAL SERVICES</b>			
Project Director.....	\$285.00/hr		
Principal Hydrogeologist/Engineer III.....	\$260.00/hr		
Principal Hydrogeologist/Engineer I.....	\$240.00/hr		
Sr. Hydrogeologist IV/Engineer IV.....	\$225.00/hr		
Sr. Hydrogeologist III/Engineer III.....	\$210.00/hr		
Sr. Hydrogeologist II/Engineer II.....	\$195.00/hr		
Sr. Hydrogeologist I/Engineer I.....	\$185.00/hr		
Hydrogeologist V/Engineer V.....	\$165.00/hr		
Hydrogeologist IV/Engineer IV.....	\$145.00/hr		
Hydrogeologist III/Engineer III.....	\$130.00/hr		
Hydrogeologist II/Engineer II.....	\$125.00/hr		
Hydrogeologist I/Engineer I.....	\$115.00/hr		
Technician.....	\$100.00/hr		

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

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





**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
CHLOETA FIRE, LLC**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Chloeta Fire, LLC, a corporation with its office located at 2501 Liberty Parkway, Suite 176, Midwest City, Oklahoma ("Consultant") (together sometimes referred to as the "Parties") as of [REDACTED], 2019 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

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

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

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

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

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

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$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 or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

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

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

**4.3 Professional Liability Insurance.** Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

**4.4 All Policies Requirements.**

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

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

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

**4.4.4 Additional Certificates and Endorsements.** If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Consultant shall provide certificates of insurance and

policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

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

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

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

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

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

## **Section 6. STATUS OF CONSULTANT.**

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



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

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

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

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

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

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

**Section 7. LEGAL REQUIREMENTS.**

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

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** Agency may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to Consultant.
- In the event of termination, Consultant shall be entitled to compensation for Services satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Consultant delivering to Agency any or all records or documents, as referenced in Section 9.1 hereof.
- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.

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

- 8.4.1** Immediately terminate the Agreement;
- 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or
- 8.4.4** Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

## **9.4 Confidential Information and Disclosure.**

- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:
- 9.4.3.1** Disclosure to employees, agents, consultants, contractors, subcontractors or other representatives of Receiving Party that have a need to know in connection with this Agreement.
  - 9.4.3.2** Disclosure in response to a valid order of a court, government or regulatory agency or as may otherwise be required by law; and
  - 9.4.3.3** Disclosure by Agency in response to a request pursuant to the California Public Records Act.
- 9.4.4 Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the

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

## **Section 10. MISCELLANEOUS PROVISIONS.**

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

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

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

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

Emily Cochran  
Contract & Proposal Manager  
2501 Liberty Parkway, Suite 176  
Midwest City, OK 73110

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide Services to an Agency member, SCCPA and/or a SCPPA member (collectively for the purposes of this section only "Member") pursuant to section 1.4, the parties recognize that such Member may

be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

CHLOETA FIRE, LLC

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD**  
**GENERAL MANAGER**

\_\_\_\_\_  
**MARK MASTERS**  
**CHIEF EXECUTIVE OFFICER**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel



## **EXHIBIT A SCOPE OF SERVICES**

### **Task I: Wildfire Mitigation Plan Technical Advisory Services:**

On an as-needed basis and upon request by the Agency, Consultant shall provide technical advisory services to NCPA and/or its Member(s) to support the development of wildfire mitigation plans that meet the requirements of California Public Utilities Code Section 8387. Such technical advisory services may include the development of a wildfire mitigation plan in its entirety, based on information provided by NCPA/Member, as applicable.

Within 10 business days of receiving an approved request from Agency to perform technical advisory services for NCPA/Member, Consultant shall meet with NCPA/Member to determine the mutually agreeable scope and timeframe for its deliverables. In any event, the selected Consultant shall provide final deliverables to NCPA/Member no later than September 1, 2019.

### **Task II: Wildfire Mitigation Plan Independent Evaluation Services:**

On an as-needed basis and upon request by the Agency, Consultant shall complete an independent evaluation of an NCPA or Member wildfire mitigation plan pursuant to the requirements of California Public Utilities Code Section 8387(c):

The local publicly owned electric utility or electrical cooperative shall contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan. The independent evaluator shall issue a report that shall be made available on the Internet Web site of the local publicly owned electric utility or electrical cooperative, and shall present the report at a public meeting of the local publicly owned electric utility's or electrical cooperative's governing board.

In performing Task 2, Consultant shall review and assess the comprehensiveness of NCPA/Member's wildfire mitigation plan, and of presenting findings to governing bodies geographically located across California. The anticipated key timelines and deliverables associated with this task are as follows:

- i. Within 10 days of receiving a request from Agency, Consultant shall meet with NCPA/Member to determine a mutually agreeable scope and format for its review of NCPA/Member's wildfire mitigation plan. At this time, Consultant and NCPA/Member may wish to modify timelines such that deliverables are received on a mutually agreeable schedule that may vary from that identified below.
- ii. Within 45 days of receiving an approved request from Agency, Consultant shall provide NCPA/Member with a draft report including the Consultant's analysis and finding of whether or not NCPA/Member's plan is "comprehensive," as is required

by California Public Utilities Code Section 8387(c). To determine the comprehensiveness of the NCPA/Member plan, the Consultant shall assess whether the plan addresses the provisions of California Public Utilities Code Section 8387. If the plan is not found to be "comprehensive," the report shall explicitly identify any deficiencies in the NCPA/Member wildfire mitigation plan, as well as recommendations for actions NCPA/Member could undertake to address such deficiencies.

- iii. To the extent NCPA/Member chooses to modify its wildfire mitigation plan to reflect the findings of the selected Consultant, the Consultant shall be available to review NCPA/Member-proposed changes and adjust its findings accordingly.
- iv. Within 15 days of receiving a modified wildfire mitigation plan from NCPA/Member, Consultant shall provide NCPA/Member with a final report and finding of whether or not the modified plan is "comprehensive."
- v. Upon submission of the final report, Consultant shall be available to present its findings and report at a regularly scheduled meeting of NCPA/Member's governing board. Consultant shall be capable of responding to questions from the governing board or public regarding the Consultant's report and findings.

**EXHIBIT B  
COMPENSATION SCHEDULE AND HOURLY FEES**

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,000,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Position	Hourly Rate
Program Manager	\$155.70
Project Manager	112.01
Subject Matter Expert	94.19
Technical Writer	78.58
GIS Specialist	78.58
Field Logistics Officer	71.53

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

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



## MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND NAVIGANT CONSULTING, INC.

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Navigant Consulting, Inc., a corporation with its office located at 35 Iron Point Circle, Suite 225, Folsom, CA ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2019 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

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

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

**2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.

**2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice for the Requested Services. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

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

**4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$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 or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

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

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

**4.3 Professional Liability Insurance.** Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

**4.4 All Policies Requirements.**

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

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

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

**4.4.4 Additional Certificates and Endorsements.** If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Consultant shall provide certificates of insurance and

policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

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

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

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

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

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

## **Section 6. STATUS OF CONSULTANT.**

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



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

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

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

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

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

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

**Section 7. LEGAL REQUIREMENTS.**

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

**Section 8. TERMINATION AND MODIFICATION.**

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

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

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

- 8.4 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;
  - 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or
  - 8.4.4** Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.
- 8.5** Consultant may terminate the Agreement or suspend services if Agency does not cure any non-payment of invoices after thirty days' written notice.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as

part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

#### **9.4 Confidential Information and Disclosure.**

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

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

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

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

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

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

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

**Section 10. MISCELLANEOUS PROVISIONS.**

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

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

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

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

Chris Lucas  
Managing Director  
35 Iron Point Circle, Suite 225  
Folsom, CA 95630

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

- 10.11.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 10.11.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide Services to an Agency member, SCCPA

and/or a SCPA member (collectively for the purposes of this section only "Member") pursuant to section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

- 11 Intellectual Property.** Consultant will retain sole and exclusive ownership of all rights, title, and interest in Consultant's work papers, proprietary information, processes, methodologies, know-how, and software, models, include any software or model and such information as existed prior to delivery of Consultant's services, (Consultant Property"). To the extent Consultant's reports or other documents delivered to the Agency contain Consultant Property, Consultant grants the Agency a non-exclusive, non-assignable, royalty-free license to use it for the Agency's internal business purposes in connection with the purpose of this engagement.
- 12 Limitation of Liability.** Notwithstanding any other provision, (i) no event shall either the Agency or Consultant be liable to the other Party, whether based in contract, tort, or otherwise, for any special, indirect, incidental, consequential, exemplar, or punitive damages with respect to this Agreement or the performance of alleged breach thereof; and (ii) the total liability of Consultant and its subsidiaries, officers, employees, and agents, for all claims of any kind arising out of Consultant's services to this Agreement, whether in contract, tort, or otherwise, shall be limited to the two times total fees paid to Consultant under the Purchase Order giving rise to the liability in question.

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

NORTHERN CALIFORNIA POWER AGENCY

NAVIGANT CONSULTING, INC

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD**  
**GENERAL MANAGER**

\_\_\_\_\_  
**CHRIS LURAS**  
**MANAGING DIRECTOR**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel



## **EXHIBIT A SCOPE OF SERVICES**

### **Task I: Wildfire Mitigation Plan Technical Advisory Services:**

On an as-needed basis and upon request by the Agency, Consultant shall provide technical advisory services to NCPA and/or its Member(s) to support the development of wildfire mitigation plans that meet the requirements of California Public Utilities Code Section 8387. Such technical advisory services may include the development of a wildfire mitigation plan in its entirety, based on information provided by NCPA/Member, as applicable.

Within 10 business days of receiving an approved request from Agency to perform technical advisory services for NCPA/Member, Consultant shall meet with NCPA/Member to determine the mutually agreeable scope and timeframe for its deliverables. In any event, the selected Consultant shall provide final deliverables to NCPA/Member no later than September 1, 2019.

### **Task II: Wildfire Mitigation Plan Independent Evaluation Services:**

On an as-needed basis and upon request by the Agency, Consultant shall complete an independent evaluation of an NCPA or Member wildfire mitigation plan pursuant to the requirements of California Public Utilities Code Section 8387(c):

The local publicly owned electric utility or electrical cooperative shall contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan. The independent evaluator shall issue a report that shall be made available on the Internet Web site of the local publicly owned electric utility or electrical cooperative, and shall present the report at a public meeting of the local publicly owned electric utility's or electrical cooperative's governing board.

In performing Task 2, Consultant shall review and assess the comprehensiveness of NCPA/Member's wildfire mitigation plan, and of presenting findings to governing bodies geographically located across California. The anticipated key timelines and deliverables associated with this task are as follows:

- i. Within 10 days of receiving a request from Agency, Consultant shall meet with NCPA/Member to determine a mutually agreeable scope and format for its review of NCPA/Member's wildfire mitigation plan. At this time, Consultant and NCPA/Member may wish to modify timelines such that deliverables are received on a mutually agreeable schedule that may vary from that identified below.
- ii. Within 45 days of receiving an approved request from Agency, Consultant shall provide NCPA/Member with a draft report including the Consultant's analysis and finding of whether or not NCPA/Member's plan is "comprehensive," as is required

by California Public Utilities Code Section 8387(c). To determine the comprehensiveness of the NCPA/Member plan, the Consultant shall assess whether the plan addresses the provisions of California Public Utilities Code Section 8387. If the plan is not found to be "comprehensive," the report shall explicitly identify any deficiencies in the NCPA/Member wildfire mitigation plan, as well as recommendations for actions NCPA/Member could undertake to address such deficiencies.

- iii. To the extent NCPA/Member chooses to modify its wildfire mitigation plan to reflect the findings of the selected Consultant, the Consultant shall be available to review NCPA/Member-proposed changes and adjust its findings accordingly.
- iv. Within 15 days of receiving a modified wildfire mitigation plan from NCPA/Member, Consultant shall provide NCPA/Member with a final report and finding of whether or not the modified plan is "comprehensive."
- v. Upon submission of the final report, Consultant shall be available to present its findings and report at a regularly scheduled meeting of NCPA/Member's governing board. Consultant shall be capable of responding to questions from the governing board or public regarding the Consultant's report and findings.

**EXHIBIT B  
COMPENSATION SCHEDULE AND HOURLY FEES**

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,000,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

**Confidential Project Rates**

<b>Consulting Level</b>	<b>Proposed Rates (\$/hour)</b>
<b>Managing Director/Director</b>	<b>375</b>
<b>Associate Director</b>	<b>308</b>
<b>Managing Consultant</b>	<b>248</b>
<b>Senior Consultant</b>	<b>212</b>
<b>Consultant</b>	<b>175</b>
<b>Sr. Analyst</b>	<b>150</b>
<b>Analyst</b>	<b>125</b>

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

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



## MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND SIEMENS INDUSTRY, INC.

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Siemens Industry, Inc., a corporation with its office located at 12700 Fair Lakes Circle, Fairfax, VA ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2019 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

Northern California Power Agency  
651 Commerce Drive  
Roseville, California 95678  
Attn: Accounts Payable  
[AcctsPayable@ncpa.com](mailto:AcctsPayable@ncpa.com)

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

**2.3 Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement. Sales and use or similar taxes shall be added to the price and invoiced separately.

**2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.

**2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice for the Requested Services. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

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

**4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$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. No endorsement shall be attached limiting the coverage.

**4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 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.** Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

**4.4 All Policies Requirements.**

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

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

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

**4.4.4 Waiver of Subrogation.** Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of

subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.

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

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against any and all third-party claims alleging bodily injury, death or damage to tangible third-party property, but only to the extent that the claims arise out of, pertain to or relate to the negligent acts or omissions, or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense, and liability of every kind, nature and description to the extent they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, gross negligence, or willful misconduct of the Agency.

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only insofar as the results of Consultant's Services and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency,



including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency, but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate, or affiliate's successor organization (whether as a result of reorganization, restructuring, or sale of substantially all of a party's assets) with a subsequent amendment to the contract to be executed between the Parties. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior

written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

## **Section 7. LEGAL REQUIREMENTS.**

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 Termination for Cause.** Agency may terminate the Agreement for cause in the event of (i) an act of insolvency or bankruptcy by Consultant; or (ii) a material breach of the Agreement by Consultant, which Consultant fails to commence to cure within thirty (30) days after notice thereof from Agency and fails to diligently

pursue thereafter. Agency's termination for cause remedies shall include, but not be limited to, the following:

- 8.4.1 Immediately terminate the Agreement;
- 8.4.2 Upon full payment for Services provided, retain the plans, specifications, drawings, reports, design documents, and any other partially completed Deliverables prepared by Consultant pursuant to this Agreement;
- 8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or
- 8.4.4 Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

### **9.1 Records Created as Part of Consultant's Performance.**

Upon delivery, Agency shall own all right, title, and interest in the tangible deliverables provided by Consultant under this Agreement, provided however ownership of any existing or prior developed software provided with or in the deliverables shall remain at all times with Consultant and if applicable, subject to a license agreement.

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

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

### **9.4 Confidential Information and Disclosure.**

#### **9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret

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

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

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

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

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

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

**9.4.4 Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are

necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

## **Section 10. LIMITS OF LIABILITY**

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CONSULTANT IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTERES, GOODWILL, OR OPPORTUNITY COSTS OF CAPACITY, COSTS OF REPLACEMENT OR SUBSTITUTE USE OF PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM AGENCY'S THIRD-PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITICE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

CONSULTANT'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS TWO TIMES THE ACTUAL PURCHASE PRICE FOR THE PURCHASE ORDER THAT GAVE RISE TO THE CLAIM.

AGENCY AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE RECEIVED LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF CONSULTANT HAS BEEN ADVISED BY THE AGENCY OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS SECTION 10 ETEND TO CONSULTANT'S AFFILATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENCY, AND SUCCESSORS AND ASSIGNS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 10.7 Contract Administrator.** This Agreement shall be administered by Jane Dunn Cirrincione, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Bo Poats  
General Manager  
Siemens Industry, Inc.  
12700 Fair Lakes Circle  
Fairfax, VA 22033  
Phone: (703) 608-5568  
[Bo.poats@siemens.com](mailto:Bo.poats@siemens.com)

With a Copy to:

Michael Yazvec  
General Counsel  
Siemens Industry, Inc.  
10900 Wayzata Blvd.  
Minnetonka, MN 55305

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 10.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:
- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be

concluded within fifteen (15) days from the commencement of the mediation.

**10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

**10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

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

**10.16 Acceptance.** The Services will be accepted when delivered or performed in conformance with the applicable Purchase Order Specifications.

**10.17 Force Majeure.** If Consultant's performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war, or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal source of supply, or acts or inaction of government. Consultant's time of performance will be extended by a period equal to the length



of the delay plus any consequences of the delay. Consultant will notify Agency within a reasonable time after becoming aware of any such delay.

**10.18 Warranty.** Consultant warrants that it shall perform the Services in a professional and workmanlike manner in accordance with generally accepted professional standards for similar Services "Warranty." Notwithstanding acceptance by Agency, if, within one (1) year from the date of completion, the Services prove to be inadequate or defective, Consultant shall promptly re-perform the faulty or defective portion of such Services to meet such Warranty at the sole expense of Consultant, or refund Agency the pro-rata portion of the fees paid to Consultant under this Agreement allocable to the nonconforming Services. The warranty on re-performed Services is limited to the remainder of the original Warranty period.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WARRANTIES IN THIS SECTION SHALL BE THE SOLE AND EXCLUSIVE WARRANTIES AS TO CONSULTANT SERVICES AND CONSULTANT MAKES NO OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, VERBAL, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OR TRADE).

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

NORTHERN CALIFORNIA POWER AGENCY

SIEMENS INDUSTRY, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
**RANDY S. HOWARD**  
**GENERAL MANAGER**

\_\_\_\_\_  
**SCOTT HULETT**  
**HEAD, SIEMENS POWER**  
**TECHNOLOGIES INTERNATIONAL**

Attest:

\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:

\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A SCOPE OF SERVICES**

### **Task I: Wildfire Mitigation Plan Technical Advisory Services:**

On an as-needed basis and upon request by the Agency, Consultant shall provide technical advisory services to NCPA and/or its Member(s) to support the development of wildfire mitigation plans that meet the requirements of California Public Utilities Code Section 8387. Such technical advisory services may include the development of a wildfire mitigation plan in its entirety, based on information provided by NCPA/Member, as applicable.

Within 10 business days of receiving an approved request from Agency to perform technical advisory services for NCPA/Member, Consultant shall meet with NCPA/Member to determine the mutually agreeable scope and timeframe for its deliverables. In any event, the selected Consultant shall provide final deliverables to NCPA/Member no later than September 1, 2019.

### **Task II: Wildfire Mitigation Plan Independent Evaluation Services:**

On an as-needed basis and upon request by the Agency, Consultant shall complete an independent evaluation of an NCPA or Member wildfire mitigation plan pursuant to the requirements of California Public Utilities Code Section 8387(c):

The local publicly owned electric utility or electrical cooperative shall contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan. The independent evaluator shall issue a report that shall be made available on the Internet Web site of the local publicly owned electric utility or electrical cooperative, and shall present the report at a public meeting of the local publicly owned electric utility's or electrical cooperative's governing board.

In performing Task 2, Consultant shall review and assess the comprehensiveness of NCPA/Member's wildfire mitigation plan, and of presenting findings to governing bodies geographically located across California. The anticipated key timelines and deliverables associated with this task are as follows:

- i. Within 10 days of receiving a request from Agency, Consultant shall meet with NCPA/Member to determine a mutually agreeable scope and format for its review of NCPA/Member's wildfire mitigation plan. At this time, Consultant and NCPA/Member may wish to modify timelines such that deliverables are received on a mutually agreeable schedule that may vary from that identified below.
- ii. Within 45 days of receiving an approved request from Agency, Consultant shall provide NCPA/Member with a draft report including the Consultant's analysis and finding of whether or not NCPA/Member's plan is "comprehensive," as is required

by California Public Utilities Code Section 8387(c). To determine the comprehensiveness of the NCPA/Member plan, the Consultant shall assess whether the plan addresses the provisions of California Public Utilities Code Section 8387. If the plan is not found to be "comprehensive," the report shall explicitly identify any deficiencies in the NCPA/Member wildfire mitigation plan, as well as recommendations for actions NCPA/Member could undertake to address such deficiencies.

- iii. To the extent NCPA/Member chooses to modify its wildfire mitigation plan to reflect the findings of the selected Consultant, the Consultant shall be available to review NCPA/Member-proposed changes and adjust its findings accordingly.
- iv. Within 15 days of receiving a modified wildfire mitigation plan from NCPA/Member, Consultant shall provide NCPA/Member with a final report and finding of whether or not the modified plan is "comprehensive."
- v. Upon submission of the final report, Consultant shall be available to present its findings and report at a regularly scheduled meeting of NCPA/Member's governing board. Consultant shall be capable of responding to questions from the governing board or public regarding the Consultant's report and findings.

**EXHIBIT B  
COMPENSATION SCHEDULE AND HOURLY FEES**

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,000,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

	Labor Hours	Fixed Fee Labor Cost	Expenses	Total Cost of Labor and Expenses
Task 1	457	\$120,016	\$11,880	\$131,896
Task 2	257	\$68,110	\$9,900	\$78,010
Total	714	\$188,126	\$21,780	\$209,906

Number of Task 1 Engagements	Labor Cost Discount for Each Engagement	Number of Task 2 Engagements	Labor Cost Discount for Each Engagement
1	0%	1	0%
2	5%	2	5%
3	10%	3	10%
4	15%	4	15%
5 or more	20%	5 or more	20%

Siemens hourly labor rates for any additional scope of work desired by NCPA or its members are provided in the table below. We have also provided an estimate of the availability of the key project team members and the non-key project team members. Any additional out of pocket expenses incurred for additional scope of work will be billed to NCPA or its members as Siemens cost on a time and material or fixed scope quoted basis.

Project Team Member	Hourly Labor Rate	Availability per Month
Michael Mount	\$284.62	~50%
Bo Poats	\$284.62	~40%
Gerry Cauley	\$284.62	~50%
Naim Triki	\$282.67	Depends date of contract
Andrea Borkenhagen	\$140.00	Depends date of contract
Omid Rahmati	\$214.67	Depends date of contract
Paul Sarnsen	\$214.67	Depends date of contract
Dustin Bunch	\$266.00	Depends date of contract
Jose Daconti	\$258.46	~40%
Gary Leatherman	\$282.67	Depends date of contract
Herb Cooper	\$270.00	Depends date of contract
Richard Realmuto	\$266.67	Depends date of contract
Jim McGiver	\$258.46	Depends date of contract
Andre Smit	\$258.46	Depends date of contract
Principal	\$284.62	~75%
Director	\$276.92	~75%
Manager	\$270.77	~75%
Senior Consultant	\$192.31	~75%
Consultant	\$184.62	~75%
Analyst	\$160.00	~75%

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

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