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Minutes

Date: December 5, 2019
To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting

1. Call Meeting to Order and Introductions

Chair Roger Frith called the meeting to order at 9:54 am at NCPA, 651 Commerce Drive, Roseville, California. A quorum was present. Introductions were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the October 24, 2019, Regular Commission Meeting

Motion: A motion was made by Kristen Schreder and seconded by Brad Wilke to approve the Minutes of the September 27, 2019, Regular Commission Meeting. The motion carried by a majority on a voice vote of those members present. *San Francisco BART, Gridley, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent.*

PUBLIC FORUM

No comments from the public addressed the Commission.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

- Provided a brief overview of yesterday's Legislative & Regulatory Affairs Committee meeting agenda.
- NCPA hosted a meeting with the Rural Electric Cooperatives and the Community Choice Aggregators (CCAs) that focused on discussions regarding their governance structures.
- An overview of the upcoming NCPA Strategic Issues Conference program was discussed.
- Item #31 on today's Agenda is being pulled off Consent Calendar and moved to Discussion Action.

- Item #37 on today’s Agenda has been pulled and tabled to a future meeting.
- NCPA’s geothermal unit is nonoperational due to the transmission outage as a result of the Kincadee fire. Staff is working on an alternate solution, but the line is likely off line until March 2020.

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. The Committee also met in closed session. No reportable action was taken.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met once since the last Commission meeting. The Committee met and discussed items 13-26, and 28-30 on today’s agenda. A quorum of the Committee is defined for each item in item 5 on today’s Agenda. The Committee did recommend Commission approval of all items.

6. Finance Committee

Chair Greg Scharff reported that Committee met once since the last Commission meeting. The Committee received a report from PFM on the current conditions of the financial markets. PFM also showed the Committee a potential refunding opportunity of the 2012 Hydroelectric bonds. The two options included: 1) a taxable refunding with an estimated NPV savings of \$7.3m; and 2) a forward starting swap with an estimated NPV savings of \$13.5m. While both options were discussed at length, the Committee recommended to continue monitoring both options and return in February with an update.

NCPA staff provided a report to request refunding the 2010A Capital Facilities bonds, which is item 36 on today’s Agenda. The Committee did recommend Commission approval. NCPA staff also provided a report on the annual review of the Investment Policy and delegation of investment duties to the Treasurer-Controller, which is item 27 on today’s Agenda. The next Committee meeting is scheduled for February 11, 2020, at 10:30 am.

7. Legal Committee

General Counsel Jane Luckhardt reported that the Committee met once since the last Commission meeting and discussed the solar program 1, which is slightly different than the previously approved solar agreements and item 34 on today’s agenda. The Committee also met in closed session. No reportable action was taken.

8. Legislative & Regulatory Affairs Committee

Chair Mark Chandler reported that the Committee met once since the last Commission meeting. The Committee heard from several state policy staffers regarding the potential consumer-owned business models in the event that PG&E restructures. The Committee discussed and approved the Legislative and Regulatory Affairs Committee 2020 Strategic Plan. The Committee also discussed and recommended Commission approval of items 31 and 32 on today’s agenda. The Committee heard reports on the Bureau of Reclamation proposal on Croffsets, and other key legislative and regulatory issues. In addition, the Committee met in closed session. No reportable action was taken.

9. **Members' Announcements & Meeting Reporting**

Commissioner Kirsten Schreder, **Redding**, thanked NCPA staff Scott Tomashefsky for his help with the SB 100 workshop that was held in Redding.

General Manager Randy Howard, **on behalf of Palo Alto**, took a moment to mention that Palo Alto Utilities sadly lost a lineman while upgrading service for a customer. Silicon Valley Power was able to send a crew to Palo Alto to finish the service.

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.

Staff pulled item 31 from the Consent Calendar for discussion.

Motion: A motion was made by Greg Scharff and seconded by Kristen Schreder to approve the Consent Calendar consisting of Items 10-30, and 32. The motion carried by a majority of those members present on a voice vote with the abstentions noted below for each item. *San Francisco BART, Gridley, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent.*

10. ***NCPA's Financials for the Month Ended October 31, 2019*** – approval by all members.
11. ***Treasurer's Report for the Month Ended October 31, 2019*** – accept by all members.
12. ***Disposal of the Northern California Power Agency Surplus Property*** – note and file by all members disposal of cubicle walls, desks and chairs from the Lodi Energy Center facility.
Fiscal Impact: This report has no direct fiscal impact on the Agency.
Redding abstained.
13. ***Resolution 19-86, Brown & Kysar, Inc. – Five Year Multi-Task Professional Services Agreement for Engineering Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Brown & Kysar, Inc., for engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
14. ***Resolution 19-87, Hatton Crane and Rigging, Inc. – Five Year Multi-Task General Services Agreement for Crane and Rigging Support Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Hatton Crane and Rigging, Inc., for

crane and rigging support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

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

- 15. Resolution 19-88, Contra Costa Electric, Inc. – Five Year Multi-Task General Services Agreement for Electrical Maintenance; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by a members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Contra Costa Electric, Inc., for electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.
- Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
- 16. Resolution 19-89, CTi Controltech, Inc. – Five Year Multi-Task General Services Agreement for Boiler and Burner Maintenance; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with CTi Controltech, Inc., for boiler and burner maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.
- Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
- 17. Resolution 19-90, American Cooling Tower, Inc. – Five Year Multi-Task General Services Agreement for Cooling Tower Maintenance; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with American Cooling Tower, Inc. for cooling tower maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.
- Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
- 18. Resolution 19-91, Reliability Optimization, Inc. – Five Year Multi-Task Consulting Services Agreement for Predictive Maintenance Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members,**

Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Reliability Optimization, Inc. for predictive maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

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

- 19. Resolution 19-92, RAM Mechanical, Inc. – Five Year Multi-Task General Services Agreement for General Time and Material (T&M) Mechanical Maintenance; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with RAM Mechanical, Inc., for general time and material (T&M) mechanical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.
- Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$2,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
- 20. Resolution 19-93, Custom Valve Solutions, Inc. dba Custom Valve Solutions – Five Year Multi-Task General Services Agreement for Machining Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Custom Valve Solutions, Inc., dba Custom Valve Solutions for valve and actuator maintenance and related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.
- Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
- 21. Resolution 19-94, Farwest Insulation Contracting – Five Year Multi-Task General Services Agreement for Insulation Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Member** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Farwest Insulation Contracting for insulation services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.
- Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

- 22. Resolution 19-95, Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy – Five Year Multi-Task General Services Agreement for Chiller, HVAC, Boiler, and Burner Maintenance; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Mesa Energy Systems, Inc., dba EMCOR Services Mesa Energy for chiller, HVAC, boiler, and burner maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. The Scope of Work will be amended to now include boiler and burner maintenance and inspection services.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
- 23. Resolution 19-96, American Industrial Scaffolding, Inc. – Five Year Multi-Task General Services Agreement for Scaffolding and Insulation Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with American Industrial Scaffolding, Inc., for scaffolding and insulation services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
- 24. Resolution 19-97, Di Drill Survey Services, Inc. – Five Year Multi-Task Consulting Services Agreement for Downhole Wireline Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Plant Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Di Drill Survey Services, Inc., for downhole wireline 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 NCPA plant facilities.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
Redding and Shasta Lake abstained.
- 25. Resolution 19-98, Gifford's Backhoe Services, Inc. - First Amendment to Five Year Multi-Task General Services Agreement for miscellaneous maintenance labor and equipment rental services; Applicable to the following projects: Northern California Power Agency (NCPA) Geothermal Plant Facility** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Gifford's Backhoe Services, Inc., for miscellaneous maintenance labor and equipment rental services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not exceed amount from \$1,000,000 to \$2,000,000, for continued use at the NCPA Geothermal

Plant Facility.

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

Redding and Shasta Lake abstained.

- 26. Resolution 19-99, Geothermal Resource Group, Inc. – First Amendment to Five Year Multi-Task Consulting Services Agreement for assisting in development of new or production well workovers, interpretation of well analysis reports and supervision during drilling operations. Applicable to the following projects: NCPA Geothermal Plant Facility** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Geothermal Resource Group, Inc., for assisting in development of new or production well workovers, interpretation of well analysis reports and supervision during drilling operations, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not exceed amount from \$500,000 to \$1,500,000, for use at the NCPA Geothermal Plant Facility.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years, to be used out of the NCPA approved annual operating budgets as services are rendered. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Redding and Shasta Lake abstained.

- 27. Resolution 19-102, Review and Approve the Northern California Power Agency (NCPA) Investment Policy Guidelines and Delegate Investment Duties to the Treasurer-Controller** – adopt resolution by all members approving an annual review of NCPA's Investment Policy No. 200-100, a recommendation of no changes to the current policy; and confirms delegation to the Treasurer-Controller the authority to establish proper safeguards, controls, and procedures to maintain NCPA funds in a lawful, rational, and prudent manner including the investment of such funds. The Treasurer-Controller assumes full responsibility for investment transactions until the authority is revoked or expires, and shall make a report each month of those transactions to the Commission.

Fiscal Impact: There is no direct dollar impact to this proposed policy. The resolution approves NCPA's Investment Policy and delegates authority to the Treasurer-Controller for the investment activities of the Agency.

- 28. Resolution 19-104, FY 2018-19 Annual Billing Settlements** – adopt resolution by all members approving the FY2018-19 Annual Billing Settlements.

Fiscal Impact: Upon approval by the Commission, the amount of \$5,336,452 will be distributed to participants. NCPA member refund amounts will be deposited into their respective General Operating Reserve accounts, and non-members will receive a credit miscellaneous billing in early December.

- 29. Resolution 19-105, Scheduling Coordination Program Agreement Appendix B – Approval of Revised Version 23 of Appendix B** – adopt resolution by all members approving the implementation of revised Version 23 of Appendix B to the Scheduling Coordination Program Agreement (SCPA), which details the allocation of California Independent System Operator (CAISO) charges and payments to NCPA Members.

Fiscal Impact: No significant costs will be incurred to implement the changes to the SCPA Appendices and funds are available in the NCPA budget to support the work associated with these contract updates.

30. Resolution 19-108, Approval of an Amendment to the Amended and Restated Market Purchase Power Agreement to enable the Northern California Power Agency to transact Low Carbon Fuel Standard Credits on behalf of the Participants – adopt resolution by all members approving an amendment to the Amended and Restated Market Purchase Program (MPP) Agreement, as further described in this Staff Report, to enable the Northern California Power Agency (NCPA) to transact Low Carbon Fuel Standard (LCFS) credits on behalf of the MPP Participants, including any non-substantive modifications to the applicable MPP Agreement exhibits as may be approved by NCPA’s General Counsel.
Fiscal Impact: Work associated with developing the amendment to the MPP Agreement was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.
Santa Clara abstained.

31. Item pulled from Consent to Discussion/Action.

32. Resolution 19-112, Approval of Amendment to the Funding Agreement for Energy Efficiency Services dated November 10, 2018 – adopt resolution by all members authorizing the General Manager or his designee to execute an Amendment to the existing Funding Agreement with the California Municipal Utilities Association (CMUA) and Southern California Public Power Authority (SCPPA) to increase the total not-to-exceed amount by \$275,500, of which NCPA will be responsible for payment of its 25.774% proportionate share of the augmented budget for the Agreement.
Fiscal Impact: No fiscal impact to NCPA. The total expense for the additional upgrades will be shared between participants based on the same “50/50” split that was used in the original cost allocation under Resolution 18-57, with 50% of program costs divided equally among all POUs and the remaining 50% of costs split among all POUs based on their respective percentage of cumulative load from calendar year 2016.

DISCUSSION / ACTION ITEMS

31. Resolution 19-111, Authorization of NCPA General Manager to enter into Task Order ESG-NCPA-SANTA CLARA01 and Santa Clara Confirmation Number 0144 under the NCPA Shared Services Agreement – adopt resolution by all members authorizing the General Manager or his designee to enter into Task Order No. ESG-NCPA-SANTA CLARA01 and Confirmation No. 0144 under the NCPA Support Services Program Agreement, with any non-substantial changes as approved by the NCPA General Counsel, and issue a purchase order to Efficiency Services Group, LLC (ESG) for the requested services.
Fiscal Impact: No fiscal impact to NCPA. Services will be provided by ESG and will be billed to and paid by the City of Santa Clara per the terms of the Support Services Program Agreement. NCPA’s administrative costs will be reimbursed by Silicon Valley Power.

Assistant General Manager Jane Cirrincione provided an overview of the task order with the City of Santa Clara. A Golden Rod copy of an Amended Commission Staff Report was provided that explained the language changes to the revised Resolution.

Motion: A motion was made by John Allard and seconded by Mark Chandler to adopt resolution authorizing the General Manager or his designee to enter into Task Order No. ESG-NCPA-SANTA CLARA01 and Confirmation No. 0144 under the NCPA Support Services Program Agreement, with any non-substantial changes as approved by the NCPA General Counsel, and

issue a purchase order to Efficiency Services Group, LLC (ESG) for the requested services. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Gridley, Plumas-Sierra, Port of Oakland, and Truckee Donner were absent.*

33. Resolution 19-100, NCPA 2020 Wildfire Mitigation Plan. Applicable to the following projects: All NCPA Generation Facility locations – adopt resolution by all members approving the 2020 Wildfire Mitigation Plan, to apply to all NCPA generation facilities, effective immediately. This plan supersedes a previous version approved on August 23, 2018, and shall be reviewed and approved on an annual basis.

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

Assistant General Manager Joel Ledesma gave a presentation on the Wildfire Mitigation Plan. The Commission discussed alternatives to vegetation management and future budget costs.

Motion: A motion was made by Kristen Schreder and seconded by Mark Chandler to adopt resolution approving the 2020 Wildfire Mitigation Plan, to apply to all NCPA generation facilities, effective immediately. This plan supersedes a previous version approved on August 23, 2018, and shall be reviewed and approved on an annual basis. The motion carried by a majority on a roll call vote of those members present.

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

34. Resolution 19-101, Approval of the Northern California Power Agency Solar Project 1 Third Phase Agreement – adopt resolution by all members granting authority to the General Manager to execute the Third Phase Agreement, on behalf of the Agency, including any non-substantive modifications approved by the Agency's General Counsel.

Fiscal Impact: The Agency's cost for purchasing output from each plant will be based upon each PPA's pricing executed under this Third Phase Agreement. The Agency will be charged based on the measured net electrical output of each site, and may incur fixed costs if stated in any of the PPAs. All Project Costs; including direct PPA expenses, outside legal fees, etc.; will be allocated to the Participating Members specifically for any plant or PPA-specific expenses for plants located in their service territories and for non-plant or non-specific PPA expenses in proportion to the number of project PPAs, as stated in the Third Phase Agreement, and such costs will be included in applicable NCPA administrative services costs. NCPA will also assess Power Management and Administrative Services (PM&AS) costs to the Participating Members pursuant to the Power Management and Administrative Services Agreement.

Assistant General Manager Joel Ledesma provided a one page overview of the project.

Motion: A motion was made by Mark Chandler and seconded by Mel Grandi to adopt resolution granting authority to the General Manager to execute the Third Phase Agreement, on behalf of the Agency, including any non-substantive modifications approved by the Agency's General Counsel. The motion carried by a majority on a roll call vote of those members present.

Santa Clara abstained.

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

Commissioner Greg Scharff, **Palo Alto**, left the meeting at 11:08 am.

35. Resolution 19-103, Approval of Northern California Power Agency's (NCPA) Major Insurance Renewals for Policy Year 2020 – adopt resolution all members delegating authority to the General Manager to negotiate and bind property damage and liability coverage amounts as presented (or better) and a not-to-exceed proposed premiums of approximately \$4,740,000.

Fiscal Impact: The total cost of the policy year 2020 insurance programs is estimated not to exceed \$4,740,000. This is approximately 60% higher than current year premiums and approximately 30% higher than FY20 budget for the underlined programs. Depending on final premiums, a budget augmentation may be required for FY20. Staff will return in January with a final report of coverages and premiums.

Chief Financial Officer Monty Hanks gave a presentation on the major insurance renewals for policy year 2020. The Commission discussed renewal options and agreed to give the General Manager the authority to negotiate and bind contracts based on not-to-exceed limits and to report back to the Commission the final premiums.

Motion: A motion was made by Brad Wilke and seconded by John Allard to adopt resolution delegating authority to the General Manager to negotiate and bind property damage and liability coverage amounts as presented (or better) and a not-to-exceed proposed premiums of approximately \$4,740,000.

The motion carried by a majority on a roll call vote of those members present.

San Francisco BART, Gridley, Palo Alto, Port of Oakland, and Truckee Donner were absent.

36. Resolution 19-106, Authorizing and Approving the Issuance of up to \$28 Million Capital Facilities Revenue Bonds, 2019 Refunding Series A – adopt resolution by all members authorizing and approving the issuance of up to \$28 million of fixed rate Capital Facilities Revenue Bonds, 2019 Refunding Series A and delegates the General Manager and other NCPA officials the authority to execute related legal documents to issue these bonds.

Fiscal Impact: With the passage of SB450, the following details of the refunding must be disclosed prior to authorization of the bonds. The numbers reflect rates as of September 23, 2019.

Estimated Amount of Proceeds:	\$23,511,305
Estimated True Interest Cost:	1.242%
Estimated Cost of Issuance:	\$460,455 (includes UW discount)
Estimated Sum of Debt Service Payments:	\$24,224,890

Estimated NPV savings over the current debt service is approximately \$2.1 million or 8.43% of refunded bonds through final maturity in 2025. The estimated average annual debt service savings for a full bond year is approximately \$880k.

Assistant General Manager Monty Hanks provided a presentation on the issuance of up to \$28 million of fixed rate Capital Facilities Revenue Bonds, 2019 Refunding Series A.

Motion: A motion was made by Brad Wilke and seconded by Mark Chandler to adopt resolution authorizing and approving the issuance of up to \$28 million of fixed rate Capital Facilities Revenue Bonds, 2019 Refunding Series A and delegates the General Manager and other NCPA officials the authority to execute related legal documents to issue these bonds. The motion carried by a majority on a roll call vote of those members present.

Redding, Shasta Lake and Ukiah abstained.

San Francisco BART, Gridley, Palo Alto, Port of Oakland, and Truckee Donner were absent.

37. Resolution 19-107, Approval of the Services Agreement between Northern California Power Agency and Nevada Irrigation District – adopt resolution by all members approving the Services Agreement between NCPA and Nevada Irrigation District (NID) (the Service Agreement), pursuant to which NCPA will supply scheduling, control center, and reliability standards compliance services to NID, including any non-substantive modifications to the Services Agreement as may be approved by NCPA's General Counsel; and authorizes the General Manager to execute the Services Agreement, acting on behalf of NCPA, including any non-substantive modifications to the Services Agreement as may be approved by NCPA's General Counsel.

Fiscal Impact: In consideration for NCPA's provision of services, NID shall pay NCPA an amount equal to Thirty Thousand Dollars (\$30,000.00) for Services rendered during the first one (1) year period. For each subsequent one (1) year period during the term of the Agreement, the amount charged to NID will be escalated at a rate of two percent (2%) per year.

Item 37 was pulled from the Agenda and tabled to a future Commission meeting.

38. Resolution 19-109, Approval of Resolution Commending Ken Speer – adopt resolution by all members commending Ken Speer.

Chair Frith read the resolution expressing appreciation for Ken Speer's dedication to NCPA. Resolution was approved by acclamation of those members present.

Non-essential Members and NCPA staff left the meeting for Closed Session discussion.

CLOSED SESSION

39. 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.

40. Conference with Legal Counsel – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *In Re PG&E Corporation and Pacific Gas and Electric Company, Debtors: United States Bankruptcy Court, Northern District of California*, Case Nos. 19-30088 (Lead Case) and 19-30089 DM.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the meeting.

REPORT FROM CLOSED SESSION

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

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The December 5, 2019, Commission meeting was adjourned at 11:51 am.

Respectfully submitted,

ROGER FRITH
Commission Chair

Prepared by,

CARY A. PADGETT
Assistant Secretary to the Commission

Attachments

DRAFT

**Northern California Power Agency
 Commission Meeting and Teleconference
 December 5, 2019
 COMMISSIONER
 Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	<i>Nico Procas</i>
2 - BIGGS	<i>Rep. L. Smith</i>
3 - GRIDLEY	
4 - HEALDSBURG	<i>Mark Chandler</i>
5 - LODI	<i>Brad Wilkie</i>
6 - LOMPOC	<i>[Signature]</i>
7 - PALO ALTO	<i>[Signature]</i>
8 - PORT OF OAKLAND	
9 - PLUMAS-SIERRA REC	
10 - REDDING	<i>[Signature]</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>Samuel Tolsted</i>
15 - TRUCKEE DONNER	
16 - UKIAH	<i>M. J. [Signature]</i>

**Northern California Power Agency
Commission Meeting and Teleconference
December 5, 2019
Attendance List**

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

NAME	AFFILIATION
Rebyn E. Jackson	NCPA
Kevin Wedman	NV5
TERRY CROWLEY	HEALDSBURG
BRAD WILKIE	LOMPOC
Todd White	Roseville
Pauline Roccaucci	Roseville -
Mico Pross	AMP
Suman Tekelara	Shasta Lake
Basil Wong	SVP
Tony Zimmer	NCPA
Jane Cirrincione	NCPA
Joel Ledesma	NCPA
Monty Hawks	NCPA
Dan Beans	Redding
Jeff Berkhimer	LODI
Jane Luckhardt	NCPA
Randy Howard	NCPA
Roger Frick	Biggs
David Hayler	Healdsburg



CONSENT CALENDAR

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

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

CONSENT CALENDAR ROLL-CALL APPROVAL

Commission Meeting Date: **December 5, 2019**

Consent Items Listed on the Agenda: # 10 to # 32

Consent Items Removed from the Agenda and Approved Separately:


31

ROLL-CALL VOTE BY MEMBERS:

(PAIRED)

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
BART			X
Biggs		Y	
Gridley			X
Healdsburg		Y	
Lodi		Y	
Lompoc		Y	
Palo Alto		Y	
Port of Oakland			X
Redding	<i>12, 24, 25, 26</i>	Y	
Roseville		Y	
Santa Clara	<i>30</i>	Y	
Shasta Lake	<i>24, 25, 26</i>	Y	
Truckee Donner			X
Ukiah		Y	
Plumas-Sierra			X

ATTEST:



 Cary A. Padgett
 Assistant Secretary to the Commission

**Northern California Power Agency
ROLL CALL VOTE**

Topic:

#31

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

Passed and adopted this 5th day of December 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: 33

	<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			X
Port of Oakland			X
Redding	Y		
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner			X
Ukiah	Y		

Passed and adopted this 5th day of December 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: 34

	<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			X
Port of Oakland			X
Redding	Y		
Roseville	Y		
Santa Clara	Y	X	
Shasta Lake	Y		
Truckee Donner			X
Ukiah	Y		

Passed and adopted this 5th day of December 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: 35

	<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			X
Plumas-Sierra			X
Port of Oakland			X
Redding	Y		
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner			X
Ukiah	Y		

Passed and adopted this 5th day of December 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:

36

	<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			X
Plumas-Sierra			X
Port of Oakland			X
Redding		X	
Roseville	Y		
Santa Clara	Y		
Shasta Lake		X	
Truckee Donner			X
Ukiah	Y	X	

Passed and adopted this 5th day of December 2019, by the above vote on roll call.

ROGER FRITH
Commission Chair

ATTEST: _____
CARY A. PADGETT
Assistant Secretary




Commission Staff Report

January 9, 2020

COMMISSION MEETING DATE: January 16, 2020

SUBJECT: November 30, 2019 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval by all members

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the January 16, 2020 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

The report of budget vs. actual costs and the unaudited November 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 November 2019

Operations:

Geothermal	\$	3,098,511
Hydroelectric		3,034,178
CT#1 Combustion Turbines		143,218
CT#2 STIG		602,836
Lodi Energy Center		10,801,574
NCPA Operating		<u>22,256,183</u>
Total	\$	<u><u>39,936,500</u></u>

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED NOVEMBER 30, 2019

PERCENT OF YEAR ELAPSED 42%

	This Month	Actual Year To-Date	FY 2020 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 1,494,995	\$ 7,901,261	\$ 20,767,239	38%	
Debt Service (Net)	2,775,572	13,877,859	33,306,862	42%	
Annual Budget Cost	4,270,567	21,779,120	54,074,101	40%	
<u>Geothermal</u>					
Other Plant Cost	2,681,229	12,912,401	30,365,288	43%	
Debt Service (Net)	412,144	2,060,718	4,945,723	42%	
Annual Budget Cost	3,093,373	14,973,119	35,311,011	42%	
<u>Combustion Turbine No. 1</u>					
	407,515	2,541,944	6,169,530	41%	
<u>Combustion Turbine No. 2 (Stig)</u>					
Fuel and Pipeline Transport Charges	132,567	503,557	1,089,118	46%	(a)
Other Plant Cost	222,341	1,025,761	2,552,870	40%	
Debt Service (Net)	483,035	2,415,175	5,796,421	42%	
Annual Budget Cost	837,943	3,944,493	9,438,409	42%	
<u>Lodi Energy Center</u>					
Fuel	3,704,699	14,081,223	39,513,147	36%	
Other Plant Cost	2,372,262	7,991,492	27,392,586	29%	
Debt Service (Net)	2,171,202	10,856,012	26,054,428	42%	
Annual Budget Cost	8,248,163	32,928,727	92,960,161	35%	
Member Resources - Energy	4,351,863	28,008,205	56,228,967	50%	(b)
Member Resources - Natural Gas	161,154	1,780,666	3,540,898	50%	(c)
Western Resources	1,531,698	9,522,715	23,325,119	41%	
Market Power Purchases	1,787,881	9,995,771	15,123,482	66%	(d)
Load Aggregation Costs - CAISO	61,480,401	248,397,869	256,029,593	97%	(e)
Net GHG Obligations	476,194	1,499,594	496,955	302%	(f)
	86,646,752	375,372,223	552,698,226	68%	
<u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	584,779	3,092,197	2,813,086	110%	(g)
Wheeling Access Charge	6,904,673	50,885,325	110,581,940	46%	(h)
Ancillary Services	170,195	3,352,447	2,372,540	141%	(i)
Other ISO Charges/(Credits)	3,594,747	16,214,462	1,321,289	1227%	(j)
	11,254,394	73,544,431	117,088,855	63%	
<u>MANAGEMENT SERVICES</u>					
<u>Legislative & Regulatory</u>					
Legislative Representation	125,343	799,584	2,132,130	38%	
Regulatory Representation	55,995	263,223	748,387	35%	
Western Representation	45,212	234,803	745,117	32%	
Customer Programs	21,473	88,089	423,678	21%	
Judicial Action	20,836	99,472	625,000	16%	
<u>Power Management</u>					
System Control & Load Dispatch	455,789	2,480,185	6,082,417	41%	
Forecasting, Planning, Prescheduling & Trading	178,220	1,016,455	2,934,143	35%	
Industry Restructuring & Regulatory Affairs	28,104	143,402	414,479	35%	
Contract Admin, Interconnection Svcs & External Affairs	68,144	387,655	953,716	41%	
Gas Purchase Program	4,710	26,874	77,386	35%	
Market Purchase Project	6,612	37,436	111,270	34%	

Management Services continued on next page

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED NOVEMBER 30, 2019

PERCENT OF YEAR ELAPSED
42%

	This Month	Actual Year To-Date	FY 2020 Budget	% Used
Energy Risk Management	12,903	67,286	211,744	32%
Settlements	61,982	323,478	979,916	33%
Integrated Systems Support	1,354	16,027	243,161	7%
Participant Pass Through Costs	338,102	565,895	1,560,447	36%
Support Services	88,900	611,070	-	N/A
	1,513,679	7,160,934	18,242,991	39%
TOTAL ANNUAL BUDGET COST	99,414,825	456,077,588	688,030,072	66%
LESS: THIRD PARTY REVENUE				
Plant ISO Energy Sales	8,968,894	42,683,952	127,623,712	33%
Member Resource ISO Energy Sales	2,829,423	12,697,275	29,156,411	44%
Member Owned Generation ISO Energy Sales	6,283,691	34,869,535	67,107,648	52% (k)
NCPA Contracts ISO Energy Sales	1,883,795	8,214,430	15,623,339	53% (k)
Western Resource Energy Sales	1,615,619	11,955,674	18,304,471	65% (l)
Load Aggregation Energy Sales	35,179,174	134,986,565	-	N/A
Ancillary Services Sales	342,551	3,542,980	4,196,879	84% (m)
Transmission Sales	9,198	45,990	110,376	42%
Western Credits, Interest and Other Income	9,688,978	42,870,668	19,227,470	223% (n)
	66,801,323	291,867,069	281,350,306	104%
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 32,613,502	\$ 164,210,519	\$ 406,679,766	40%

- (a) Increase in costs due to greater than projected MWhs of generation. CT2 is at 153% of budgeted MWhs at 11/30/19. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (b) Variance caused by greater than anticipated member contracts for Palo Alto and Port of Oakland.
- (c) Variance caused by greater than anticipated natural gas for Healdsburg, Lodi, Lompoc, and Ukiah.
- (d) Variance due to unbudgeted market purchases and NCPA contracts. Unbudgeted deals made after the FY20 budget including certain NextEra and Exelon deals.
- (e) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (f) Increase primarily due to greater than anticipated GHG allowances purchased at auction for City of Lodi, BART, San Jose CE, East Bay CE, and
- (g) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (h) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (i) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (j) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (k) Variance due to unbudgeted market purchase and NCPA contracts related revenues. Unbudgeted deals made after the FY20 budget including certain NextEra and Exelon deals.
- (l) Increase due to greater than anticipated MWhs due to the good hydro year. MWhs are 125% of budget at 11/30/19.
- (m) Increase due to greater than projected MWhs of generation.
- (n) Variance caused by unbudgeted revenue from customers and greater than anticipated member contract sales.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	November 30,	
	2019	2018
(in thousands)		
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 33,124	\$ 25,275
Investments	64,419	45,228
Accounts receivable		
Participants	2,823	-
Other	235	129
Interest receivable	571	416
Inventory and supplies	8,891	9,746
Prepaid expenses	1,142	197
TOTAL CURRENT ASSETS	111,205	80,991
RESTRICTED ASSETS		
Cash and cash equivalents	44,421	53,438
Investments	177,680	166,674
Interest receivable	794	732
TOTAL RESTRICTED ASSETS	222,895	220,844
ELECTRIC PLANT		
Electric plant in service	1,507,204	1,505,094
Less: accumulated depreciation	(1,016,990)	(986,131)
	490,214	518,963
Construction work-in-progress	182	182
TOTAL ELECTRIC PLANT	490,396	519,145
OTHER ASSETS		
Regulatory assets	222,210	228,554
Unused vendor credits	141	-
Preliminary survey and investigation costs	642	165
Investment in associated company	265	265
TOTAL ASSETS	1,047,754	1,049,964
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	28,988	37,927
Pension deferrals	17,055	19,200
Deferred Outflows - ARO	62,057	62,204
TOTAL DEFERRED OUTFLOWS OF RESOURCES	108,100	119,331
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,155,854	\$ 1,169,295

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	November 30,	
	2019	2018
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 52,770	\$ 19,097
Accounts and retentions payable - restricted for construction	10	50
Member advances	1,634	1,138
Operating reserves	18,416	21,553
Current portion of long-term debt	42,545	41,950
Accrued interest payable	16,430	16,874
TOTAL CURRENT LIABILITIES	131,805	100,662
NON-CURRENT LIABILITIES		
Net pension and OPEB liability	66,126	76,002
Operating reserves and other deposits	132,335	128,946
Interest rate swap liability	16,513	11,818
Asset Retirement Obligations	65,769	63,713
Long-term debt, net	616,235	663,768
TOTAL NON-CURRENT LIABILITIES	896,978	944,247
TOTAL LIABILITIES	1,028,783	1,044,909
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	83,176	85,992
Pension and OPEB deferrals	5,802	3,195
TOTAL DEFERRED INFLOWS OF RESOURCES	88,978	89,187
NET POSITION		
Net investment in capital assets	(41,947)	(48,069)
Restricted	40,162	50,063
Unrestricted	39,878	33,205
TOTAL NET POSITION	38,093	35,199
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,155,854	\$ 1,169,295

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

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

UNAUDITED

	Five Months Ended November 30,	
	2019	2018
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 164,189	\$ 160,616
Other Third-Party	105,859	126,410
TOTAL OPERATING REVENUES	<u>270,048</u>	<u>287,026</u>
OPERATING EXPENSES		
Purchased power	93,164	129,173
Operations	34,923	44,753
Transmission	94,971	71,565
Depreciation	12,921	12,906
Maintenance	10,555	9,396
Administrative and general	8,126	8,176
TOTAL OPERATING EXPENSES	<u>254,660</u>	<u>275,969</u>
NET OPERATING REVENUES	<u>15,388</u>	<u>11,057</u>
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(16,727)	(16,375)
Interest income	1,311	5,341
Other	2,633	2,785
TOTAL NON OPERATING EXPENSES	<u>(12,783)</u>	<u>(8,249)</u>
FUTURE RECOVERABLE AMOUNTS	(1,487)	(2,580)
REFUNDS TO PARTICIPANTS	<u>(1,401)</u>	<u>(3,097)</u>
INCREASE (DECREASE) IN NET POSITION	(283)	(2,869)
NET POSITION, Beginning of year	<u>38,376</u>	<u>38,068</u>
NET POSITION, Period ended	<u>\$ 38,093</u>	<u>\$ 35,199</u>

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

November 30, 2019

	GENERATING & TRANSMISSION RESOURCES																				
	Geothermal		Hydroelectric		Multiple Capital Facilities		CT No. One		Lodi Energy Center		Transmission No. One		Purchased Power & Transmission		Associated Member Services		Other Agency ¹		Combined		
\$	1	\$	1	\$	1	\$	1	\$	1	\$	75	\$	-	\$	27	\$	33,019	\$	33,124		
ASSETS																					
CURRENT ASSETS																					
Cash and cash equivalents	1,142	-	-	-	-	-	-	-	-	-	75	-	-	-	-	-	-	-	-	33,124	
Investments	26,016	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	64,419	
Accounts receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Participants	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,823	
Interest receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	72	
Inventory and supplies	4,509	-	-	246	-	-	359	-	2,203	-	-	-	-	-	-	-	-	-	-	371	
Prepaid expenses	639	-	-	32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	571	
Due from Agency and other programs*	8,998	-	-	2,530	-	-	2,192	-	24,332	-	-	-	-	-	-	-	-	-	-	8,891	
TOTAL CURRENT ASSETS	14,152	-	-	11,158	-	-	2,778	-	26,627	-	-	-	-	-	-	-	-	-	-	1,142	
																				-	
RESTRICTED ASSETS																					
Cash and cash equivalents	1,142	-	-	-	-	-	-	-	9,415	-	-	-	-	-	-	-	-	-	-	44,421	
Investments	26,016	-	-	-	-	-	-	-	30,860	-	-	-	-	-	-	-	-	-	-	177,680	
Interest receivable	116	-	-	154	-	-	-	-	130	-	-	-	-	-	-	-	-	-	-	794	
TOTAL RESTRICTED ASSETS	27,274	-	-	44,155	-	-	3,643	-	40,405	-	-	-	-	-	-	-	-	-	-	222,895	
ELECTRIC PLANT																					
Electric plant in service	571,898	-	-	395,147	-	-	64,852	-	423,879	-	7,736	-	-	-	-	-	-	-	-	1,507,204	
Less: accumulated depreciation	(541,030)	-	-	(275,618)	-	-	(51,489)	-	(102,262)	-	(7,736)	-	-	-	-	-	-	-	-	(1,016,990)	
	30,868	-	-	119,529	-	-	13,363	-	321,617	-	-	-	-	-	-	-	-	-	-	490,214	
Construction work-in-progress	-	-	-	-	-	-	-	-	182	-	-	-	-	-	-	-	-	-	-	182	
TOTAL ELECTRIC PLANT	30,868	-	-	119,529	-	-	13,363	-	321,799	-	-	-	-	-	-	-	-	-	-	490,396	
OTHER ASSETS																					
Regulatory assets	(1,281)	-	-	132,677	-	-	7,910	-	25,190	-	-	-	-	-	-	-	-	-	-	222,210	
Unused vendor credits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	141	
Preliminary survey and investigation costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	642	
Investment in associated company	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	265	
TOTAL ASSETS	71,013	-	-	307,519	-	-	27,694	-	414,021	-	-	-	-	-	-	-	-	-	-	1,047,754	
DEFERRED OUTFLOWS OF RESOURCES																					
Excess cost on refunding of debt	1,229	-	-	25,334	-	-	733	-	1,692	-	-	-	-	-	-	-	-	-	-	28,988	
Pension deferrals and OPEB deferrals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17,055	
Asset Retirement Obligations	61,718	-	-	-	-	-	158	-	181	-	-	-	-	-	-	-	-	-	-	62,057	
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,947	-	-	25,334	-	-	891	-	1,873	-	-	-	-	-	-	-	-	-	-	108,100	
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	133,960	\$	\$	332,853	\$	\$	28,585	\$	415,894	\$	\$	-	\$	\$	70,749	\$	9,544	\$	159,830	\$	1,155,854

* Eliminated in Combination

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

November 30, 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
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 84	\$ 476	\$ -	\$ 507	\$ 3,177	\$ -	\$ 44,242	\$ -	\$ 4,284	\$ 52,770
Accounts and retentions payable - restricted for construction	-	10	-	-	-	-	-	-	-	10
Member advances	791	-	-	-	-	-	-	843	-	1,634
Operating reserves	(763)	250	549	3,211	15,169	-	-	-	-	18,416
Current portion of long-term debt	5,290	20,725	4,490	-	12,040	-	-	-	-	42,545
Accrued interest payable	152	5,711	428	-	10,139	-	-	-	-	16,430
TOTAL CURRENT LIABILITIES	5,554	27,172	5,467	3,718	40,525	-	44,242	843	4,284	131,805
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	66,126	66,126
Operating reserves and other deposits	1,690	16,802	-	-	1,159	-	33,068	2,245	77,371	132,335
Interest rate swap liability	-	16,513	-	-	-	-	-	-	-	16,513
Asset Retirement Obligations	65,430	-	158	-	181	-	-	-	-	65,769
Long-term debt, net	15,505	260,355	21,325	-	319,050	-	-	-	-	616,235
TOTAL NON-CURRENT LIABILITIES	82,625	293,670	21,483	-	320,390	-	33,068	2,245	143,497	896,978
TOTAL LIABILITIES	88,179	320,842	26,950	3,718	360,915	-	77,310	3,088	147,781	1,028,783
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	35,226	3,612	832	2,057	38,022	-	-	343	3,084	83,176
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	5,802	5,802
TOTAL DEFERRED INFLOWS OF RESOURCES	35,226	3,612	832	2,057	38,022	-	-	343	8,886	88,978
NET POSITION										
Net investment in capital assets	(2,300)	(17,510)	(4,364)	-	(17,773)	-	-	-	-	(41,947)
Restricted	3,457	17,441	3,216	-	18,868	-	(2,823)	-	3	40,162
Unrestricted	9,398	8,468	1,951	(1,336)	15,862	-	(3,738)	6,113	3,160	39,878
TOTAL NET POSITION	10,555	8,399	803	(1,336)	16,957	-	(6,561)	6,113	3,163	38,093
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 133,960	\$ 332,853	\$ 28,585	\$ 4,439	\$ 415,894	\$ -	\$ 70,749	\$ 9,544	\$ 159,830	\$ 1,155,854

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 Five Months Ended November 30, 2019

	GENERATING & TRANSMISSION RESOURCES										Other Agency	Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Transmission	Other Agency			
OPERATING REVENUES													
Participants	\$ 6,838	\$ 5,438	\$ 2,838	\$ 2,100	\$ 17,303	\$ -	\$ 120,055	\$ 9,111	\$ 506	\$ 164,189			
Other Third-Party	9,749	10,783	669	657	24,382	-	58,469	1,150	-	105,859			
TOTAL OPERATING REVENUES	16,587	16,221	3,507	2,757	41,685	-	178,524	10,261	506	270,048			
OPERATING EXPENSES													
Purchased power	349	1,122	68	151	774	-	90,700	-	-	93,164			
Operations	7,246	1,572	700	606	17,904	-	1,781	5,114	-	34,923			
Transmission	131	346	3	9	315	-	94,165	2	-	94,971			
Depreciation	1,704	3,921	922	84	6,091	-	-	49	-	12,921			
Maintenance	3,889	3,341	417	1,303	1,575	-	-	30	-	10,555			
Administrative and general	1,888	1,298	309	337	1,913	-	-	2,854	(473)	8,126			
Intercompany (sales) purchases, net*	(388)	156	41	50	166	-	-	(25)	-	-			
TOTAL OPERATING EXPENSES	14,819	11,756	2,460	2,540	28,738	-	186,646	8,024	(323)	254,660			
NET OPERATING REVENUES	1,768	4,465	1,047	217	12,947	-	(8,122)	2,237	829	15,388			
NON OPERATING (EXPENSES) REVENUES													
Interest expense	(258)	(9,967)	(547)	-	(5,955)	-	-	-	-	(16,727)			
Interest income	160	186	43	6	451	-	403	42	20	1,311			
Other	(1)	128	756	-	1,504	-	-	-	246	2,633			
TOTAL NON OPERATING (EXPENSES) REVENUES	(99)	(9,653)	252	6	(4,000)	-	403	42	266	(12,783)			
FUTURE RECOVERABLE AMOUNTS	(934)	(87)	(975)	-	509	-	-	-	-	(1,487)			
REFUNDS TO PARTICIPANTS	(134)	(8)	56	194	-	-	-	(979)	(530)	(1,401)			
INCREASE (DECREASE) IN NET POSITION	601	(5,283)	380	417	9,456	-	(7,719)	1,300	565	(283)			
NET POSITION, Beginning of year	9,954	13,682	423	(1,753)	7,501	-	1,158	4,813	2,598	38,376			
NET POSITION, Period ended	\$ 10,555	\$ 8,399	\$ 803	\$ (1,336)	\$ 16,957	\$ -	\$ (6,561)	\$ 6,113	\$ 3,163	\$ 38,093			

* Eliminated in Combination




Commission Staff Report

January 9, 2020

COMMISSION MEETING DATE: January 16, 2020

SUBJECT: Treasurer's Report for Month Ended November 30, 2019

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval by all members.

BACKGROUND:

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

Cash – At month end cash totaled \$6,885,045 of which approximately \$1,682,961 was applicable to Special and Reserve Fund Deposits, \$1,609,290 to Debt Service and \$3,592,794 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 \$312,861,739 at month end. The current market value of the portfolio totaled \$314,479,750.

The overall portfolio had a combined weighted average interest rate of 2.173% with a bond equivalent yield (yield to maturity) of 2.203%. Investments with a maturity greater than one year totaled \$179,098,000. November maturities totaled \$25 million and monthly receipts totaled \$46 million. During the month \$37 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills increased 2 basis points (from 1.59% to 1.61%) and rates on one year T-Bills increased 2 basis points (from 1.57% to 1.59%).

To the best of my knowledge and belief, all securities held by NCPA as of November 30, 2019 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

FISCAL IMPACT:

This report has no direct budget impact to NCPA.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment

SR: 102:20

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

NOVEMBER 30, 2019

TABLE OF CONTENTS

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INTEREST RATE/YIELD ANALYSIS	4
INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
November 30, 2019**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 1,871,493	\$ 124,409,699	\$ 126,281,192	39.49%
Special Deposits	1,488,385	-	1,488,385	0.48%
Construction	232,916	4,868,121	5,101,037	1.60%
Debt Service	1,609,290	35,111,030	36,720,320	11.48%
Special & Reserve	1,682,961	148,472,889	150,155,850	46.96%
	<u>\$ 6,885,045</u>	<u>\$ 312,861,739</u>	<u>\$ 319,746,784</u>	<u>100.00%</u>

Portfolio Investments at Market Value \$ 314,479,750

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
November 30, 2019**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
NCPA FUNDS							
Operating	\$ 45,224,651	\$ 73,415	\$ 14,296,913	\$ (21,208,397)	\$ (19,886,859)	\$ (18,447,915)	\$ 51,808
Special Deposits	1,067,077	5	-	(10,184,821)	-	9,262,711	144,972
Construction	-	-	200,000	-	-	-	200,000
Debt Service	-	412	1,019,000	-	(8,287,369)	8,873,291	1,605,334
Special & Reserve	-	264,858	9,819,026	(3,570,117)	(8,765,444)	311,913	(1,939,764)
	<u>\$ 46,291,728</u>	<u>\$ 338,690</u>	<u>\$ 25,334,939</u>	<u>\$ (34,963,335)</u>	<u>\$ (36,939,672)</u>	<u>\$ -</u>	<u>\$ 62,350</u>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency
Treasurer's Report
Investment Activity Summary
November 30, 2019**

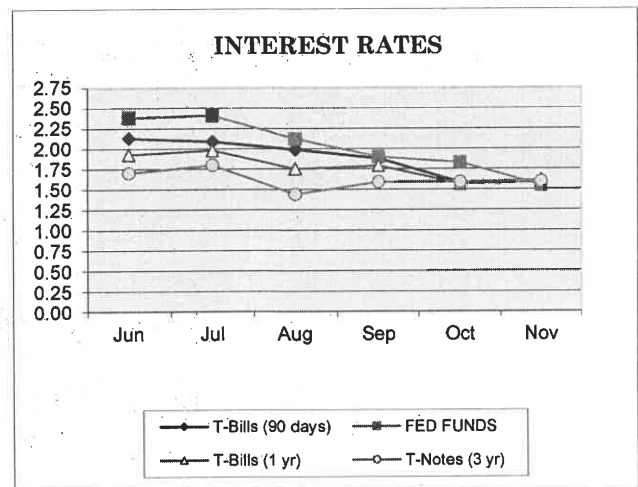
	PURCHASED	SOLD OR MATURED	(NON-CASH)	(NON-CASH)	INVESTMENTS	
			DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 19,886,859	\$ (14,296,913)	\$ 13,416	\$ -	\$ -	\$ 5,603,362
Special Deposits	-	-	-	-	-	-
Construction	-	(200,000)	3,950	-	-	(196,050)
Debt Service	8,287,369	(1,019,000)	41,589	-	-	7,309,958
Special & Reserve	8,765,444	(9,819,026)	1,829	11,962	-	(1,039,791)
	<u>\$ 36,939,672</u>	<u>\$ (25,334,939)</u>	<u>\$ 60,784</u>	<u>\$ 11,962</u>	<u>\$ -</u>	<u>\$ 11,677,479</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(72,746)</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ 11,604,733</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
November 30, 2019**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	2.173%	2.203%
OPERATING FUNDS:	2.168%	2.273%
PROJECTS:		
Geothermal	2.373%	2.472%
Capital Facilities	1.680%	1.706%
Hydroelectric	2.176%	2.240%
Lodi Energy Center	1.737%	1.613%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	1.55%	2.20%
T-Bills (90da.)	1.61%	2.39%
Agency Disc (90da.)	1.52%	2.35%
T-Bills (1yr.)	1.59%	2.70%
Agency Disc (1yr.)	1.45%	2.66%
T-Notes (3yr.)	1.60%	2.84%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
November 30, 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	\$ 11,146	\$ 22,595	\$ 0	\$ 14,694	\$ 3,895	\$ 108,912	\$ 2,000	\$ 163,242	51.78%
Corporate Bonds (MTN)	-	-	1,000	-	-	66,540	-	67,540	21.43%
US Bank Trust Money Market	5,611	-	-	-	-	-	-	5,611	1.78%
Commercial Paper	17,654	-	-	-	-	-	-	17,654	5.61%
Investment Trusts (LAIF)	48,587	-	-	-	-	-	-	48,587	15.41%
Investment Trusts (CAMP)	5,135	-	-	-	-	-	-	5,135	1.64%
U.S.Treasury Market Acct. *	4,129	-	-	-	-	-	-	4,129	1.31%
U.S.Treasury Bill/Note	-	1,494	-	66	118	146	-	1,824	0.58%
Certificates of Deposit	-	10	-	-	-	1,500	-	1,510	0.48%
Total Dollars	\$ 92,262	\$24,099	\$1,000	\$14,760	\$4,013	\$177,098	\$2,000	\$ 315,232	100.00%
Total Percents	29.26%	7.64%	0.32%	4.68%	1.27%	56.18%	0.63%	100.00%	

Investments are shown at Face Value, in thousands.

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

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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

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	13,825,000	1.850	11/26/2014	13,825,000		1	1.850	13,825,000	SY570101	70101	13,825,000
Local Agency Investm	LAIF	27,237,402	2.446	07/01/2013	27,237,402		1	2.446	27,237,402	SY570000	70000	27,237,402
California Asset Mgm	CMP	4,497	2.640	10/19/2018	4,497		1	2.640	4,497	SY570070	70070	4,497
Union Bank of Califo	UBOC	58,292	0.002	07/01/2013	58,292		1	0.002	58,292	SY570014	70014	58,292
US Bank	USB	1,871,493	0.001	06/30/2013	1,871,493		1	0.001	1,871,493	SY570050	70050	1,871,493
US Bank	USB	3,828,914	0.850	08/24/2017	3,828,914		1	0.850	3,828,914	SY570056	70056	3,828,914
US Bank	USB	10,000	0.050	10/07/2019	10,000	01/07/2020	37	0.050	10,000	SY530319	30319	10,000
General Dynamics	UBOC	1,000,000	2.875	09/20/2018	998,980	05/11/2020	162	2.937	1,004,260	3695508A5	26668	999,724
Federal Home Loan Ba	UBOC	4,975,000	1.600	08/28/2017	4,990,373	07/17/2020	229	1.490	4,973,806	3130ABTW6	26466	4,978,344
U.S. Treasury	UBOC	118,000	1.750	10/31/2019	118,184	11/15/2020	350	1.598	118,060	9128283G3	26908	118,169
Walmart, Inc.	UBOC	1,000,000	1.900	09/20/2018	979,580	12/15/2020	380	2.848	1,001,290	931142EA7	26674	990,513
John Deere Capital C	UBOC	500,000	2.350	09/21/2018	492,195	01/08/2021	404	3.057	502,395	24422ETZ2	26676	496,253
Federal Home Loan Ba	UBOC	2,785,000	1.400	07/19/2016	2,783,608	01/19/2021	415	1.411	2,778,678	3130A8P80	26355	2,784,649
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	455	2.969	1,005,030	17275RBD3	26667	990,846
NATIONAL RURAL UTIL	UBOC	500,000	2.900	07/31/2019	506,370	03/15/2021	470	2.096	505,680	63743HER9	26847	505,061
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	487	2.846	500,945	437076BL5	26558	494,628
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	535	2.919	997,360	458140AW0	26670	982,910
Pfizer Inc	UBOC	500,000	1.950	06/12/2018	487,130	06/03/2021	550	2.858	501,105	717081DX8	26617	493,487
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	603	1.620	2,604,654	3133EHSR5	26465	2,606,134
Federal Home Loan Mt	UBOC	3,500,000	1.500	11/23/2016	3,500,000	09/23/2021	631	1.500	3,481,695	3134GAVH4	26385	3,500,000
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	648	3.149	986,910	02865WBG5	26689	975,662
3M Company	UBOC	1,000,000	3.000	09/21/2018	999,480	09/14/2021	653	3.018	1,019,300	86579YBA8	26675	999,688
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	798	3.060	1,013,720	742718DY2	26673	984,358
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	823	2.962	1,010,750	478160CD4	26671	984,413
TD Ameritrade	UBOC	500,000	2.950	06/15/2018	493,385	04/01/2022	852	3.315	510,340	87236YAE8	26601	496,020
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	883	2.924	504,895	713448DT2	26557	492,357
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	892	2.329	1,135,817	037833CQ1	26525	1,122,553
Boeing Co.	UBOC	500,000	2.200	06/12/2018	482,180	10/30/2022	1,064	3.074	502,195	097023BN4	26612	488,154
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	1,081	3.157	508,645	02665WCA7	26614	492,350
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	1,100	3.008	506,730	166764AB6	26555	490,888
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	1,109	3.135	410,620	92826CAC6	26647	396,210
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	1,137	3.315	1,022,770	89236TEL5	26645	982,310
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	1,158	3.464	510,225	828807CN5	26603	489,639
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	1,172	3.154	508,745	68389XBR5	26556	492,156
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	1,186	3.068	1,025,300	30231GAR3	26648	989,670
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	1,191	3.264	514,250	24422ETG4	26613	493,018
Berkshire Hathaway I	UBOC	500,000	2.750	09/21/2018	492,280	03/15/2023	1,200	3.086	513,470	084670BR8	26554	494,905
United Parcel Serv	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	1,217	3.248	507,240	911312BK1	26600	488,536
United Parcel Serv	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	1,217	3.308	507,240	911312BK1	26677	487,573
Walmart, Inc.	UBOC	500,000	2.550	07/31/2019	507,870	04/11/2023	1,227	2.104	510,085	931142DH3	26848	507,160

Northern California Power Agency
Treasurer's Report
11/30/2019



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
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	1,244	3.443	523,915	06408RAG2	26602	500,871
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	1,261	3.236	523,650	427866AZ1	26615	502,193
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	1,331	3.399	1,048,020	90331HNV1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	1,346	3.172	1,005,480	594918SQ6	26672	960,258
Oracle Corp.	UBOC	4,145,000	2.400	05/31/2019	4,106,452	09/15/2023	1,384	2.630	4,198,305	68389XBL8	26820	4,110,946
Federal Home Loan Mt	UBOC	219,000	2.000	10/30/2019	219,000	10/30/2023	1,429	2.000	219,004	3134GULV0	26905	219,000
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,523	3.561	532,310	46625HJT8	26760	512,220
Bank of America Corp	UBOC	1,700,000	2.500	09/24/2019	1,700,000	09/24/2024	1,759	2.577	1,691,857	06048WD56	26872	1,700,000
Federal Agricultural	UBOC	3,000,000	2.000	09/25/2019	3,000,000	09/25/2024	1,760	2.000	2,993,550	31422BME7	26886	3,000,000
Federal Farm Credit	UBOC	2,300,000	1.890	09/27/2019	2,300,000	09/27/2024	1,762	1.890	2,286,637	3133EKU20	26888	2,300,000
Toyota Motor Credit	UBOC	1,000,000	2.150	09/27/2019	1,000,000	09/27/2024	1,762	2.323	993,330	89236TGH2	26887	1,000,000
Federal Home Loan Ba	UBOC	1,500,000	2.000	10/04/2019	1,500,000	10/02/2024	1,767	1.999	1,479,585	3130AHTF4	26889	1,500,000
Fund Total and Average		\$ 97,702,935	2.100		\$ 97,287,507		505	2.226	\$ 98,046,446			\$ 97,429,424

MPP GHG Auction Acct

Local Agency Investm		27,224	2.446	07/01/2013	27,224		1	2.446	27,224	SYS70045	70045	27,224
Fund Total and Average		\$ 27,224	2.446		\$ 27,224		1	2.446	\$ 27,224			\$ 27,224

SCPA Balancing Account

Local Agency Investm	LAIF	1,623,446	2.446	07/01/2013	1,623,446		1	2.446	1,623,446	SYS70022	70022	1,623,446
Union Bank of Califo	UBOC	10,805	0.002	07/01/2013	10,805		1	0.002	10,805	SYS70023	70023	10,805
Federal Home Loan Ba	UBOC	750,000	2.875	11/27/2018	750,045	09/11/2020	285	2.870	756,983	313370US5	26717	750,020
Federal National Mtg	UBOC	1,150,000	1.630	12/20/2018	1,128,369	10/30/2020	334	2.672	1,148,919	3135GORM7	26734	1,139,378
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	519	3.000	500,880	06408FAB9	26570	493,591
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	804	2.798	507,080	594918BA1	26574	495,609
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	824	3.186	507,910	25468PDQ6	26630	492,195
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	852	3.100	510,340	87236YAE8	26571	498,364
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	913	2.918	509,485	437076BG6	26572	496,567
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	1,019	3.161	505,950	74460DAB5	26573	489,761
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	1,109	3.086	256,638	92826CAC6	26532	247,907
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	1,110	3.070	511,575	458140AM2	26625	494,778
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	1,136	3.203	560,313	89233P7F7	26598	540,876
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,555	02/28/2023	1,185	3.170	510,300	17275RBE1	26624	491,455
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	1,186	3.055	512,650	30231GAR3	26599	495,048
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	1,200	3.185	513,470	084670BR8	26596	493,409
United Parcel Servic	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	1,217	3.191	507,240	911312BK1	26627	489,375
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	1,247	3.108	509,290	654106AC7	26597	486,513
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	1,278	3.438	512,545	828807DD6	26631	488,963
Federal Home Loan Mt	UBOC	2,600,000	2.750	08/17/2018	2,603,900	06/15/2023	1,292	3.467	2,615,704	3134GSMY8	26653	2,602,859
Fund Total and Average		\$ 27,224	2.446		\$ 27,224		1	2.446	\$ 27,224			\$ 27,224

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SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	06/15/2023	1,292	3.150	518,850	717081DH3	26626	497,549
Federal Home Loan Mt	UBOC	2,500,000	3.050	08/28/2018	2,501,250	08/28/2023	1,366	3.039	2,519,475	3134GSUZ6	26654	2,500,935
Federal Home Loan Ba	UBOC	2,000,000	3.100	12/28/2018	2,000,000	12/28/2023	1,488	3.100	2,022,920	3130AFKR7	26736	2,000,000
Federal Home Loan Mt	UBOC	2,500,000	2.875	02/28/2019	2,500,000	02/28/2024	1,550	2.875	2,504,400	3134GS3G8	26759	2,500,000
Federal Home Loan Mt	UBOC	2,000,000	2.760	04/01/2019	2,000,000	04/01/2024	1,583	2.760	2,004,380	3134GS7J8	26797	2,000,000
Federal Home Loan Mt	UBOC	2,000,000	2.650	04/01/2019	2,000,000	04/01/2024	1,583	2.853	2,004,160	3134GS7H2	26798	2,000,000
Federal Home Loan Mt	UBOC	2,180,000	2.700	04/30/2019	2,180,000	04/30/2024	1,612	2.700	2,183,706	3134GTCQ4	26799	2,180,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,698	2.410	497,375	89238TGD1	26831	500,000
Federal Agricultural	UBOC	1,250,000	2.000	09/25/2019	1,250,000	09/25/2024	1,760	2.000	1,247,313	31422BME7	26873	1,250,000
Fund Total and Average		\$ 28,864,251	2.660		\$ 28,681,509		1225	2.921	\$ 29,094,102			\$ 28,749,443

General Operating Reserve

Local Agency Investm	LAIF	14,240,682	2.446	07/01/2013	14,240,682		1	2.446	14,240,682	SYST0000	70002	14,240,682
California Asset Mgm	CMP	5,130,628	2.640	12/14/2018	5,130,628		1	2.640	5,130,628	SYST0071	70071	5,130,628
Union Bank of Calif	UBOC	2,131,086	0.002	07/01/2013	2,131,086		1	0.002	2,131,086	SYST0019	70019	2,131,086
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYST0051	70051	0
Federal Farm Credit	UBOC	4,285,000	1.440	07/20/2016	4,280,715	01/19/2021	415	1.463	4,258,904	3133EGMP7	26356	4,283,920
Federal Home Loan Ba	UBOC	9,720,000	1.400	07/19/2016	9,715,140	01/19/2021	415	1.411	9,697,996	3130A8P80	26354	9,718,776
Federal National Mtg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	05/25/2021	541	1.625	5,132,731	3136G3NLS	26332	5,162,000
Federal National Mtg	UBOC	1,300,000	1.500	08/30/2016	1,300,000	05/28/2021	544	1.500	1,293,669	3136G33W3	26368	1,300,000
Federal Farm Credit	UBOC	9,129,000	1.690	06/02/2016	9,129,000	06/02/2021	549	1.690	9,108,642	3133EGDH5	26335	9,129,000
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	804	2.972	405,664	594918BA1	26578	395,066
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	852	3.335	510,340	87236YAE8	26582	495,815
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	892	2.329	4,070,175	037833CQ1	26524	4,022,644
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	922	1.760	3,616,290	313379Q69	26467	3,606,440
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	959	3.083	515,660	713448CX4	26580	500,193
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	12/01/2022	1,096	2.937	507,130	25468PCW4	26739	491,710
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	1,109	3.145	513,275	92826CAC6	26584	495,151
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	1,149	3.140	769,065	90331HNL3	26737	743,601
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	1,155	3.325	514,900	06408RAE7	26575	494,546
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	1,172	3.195	509,745	66388XBR5	26579	491,557
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	1,178	3.225	510,705	7400SPBF0	26581	492,211
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	1,200	3.243	513,470	084670BR8	26576	492,542
United Parcel Servc	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	1,217	3.245	507,240	911312BK1	26583	488,598
Chevron Corp.	UBOC	750,000	2.566	01/30/2019	738,750	05/16/2023	1,262	2.959	765,240	166764BK5	26740	740,940
Boeing Co.	UBOC	500,000	1.875	01/30/2019	477,500	06/15/2023	1,292	2.979	496,395	097023BQ7	26741	481,800
Chevron Corp.	UBOC	500,000	3.191	02/07/2019	507,025	06/24/2023	1,301	2.847	520,610	166764AH3	26755	505,715
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	06/26/2023	1,303	2.864	524,900	931142EK5	26758	508,919
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	09/15/2023	1,384	2.908	521,120	717081EN9	26738	505,120
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490	01/23/2024	1,514	3.319	528,870	17325FAS7	26756	506,257
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120	02/01/2024	1,523	3.535	532,310	46626HJT8	26757	512,642

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
US Bank, N.A.	UBOC	440,000	3.375	10/31/2019	462,862	02/05/2024	1,527	2.083	462,330	91159HHV5	26906	462,415
HSBC USA INC	UBOC	1,700,000	3.000	02/20/2019	1,700,000	02/20/2024	1,542	3.503	1,697,263	40435UGC2	26754	1,700,000
Federal Home Loan Mt	UBOC	500,000	2.700	04/30/2019	500,000	04/30/2024	1,612	2.700	500,850	3134GTCQ4	26816	500,000
Toyota Motor Credit	UBOC	750,000	2.410	07/25/2019	750,000	07/25/2024	1,698	2.410	746,063	89236TGD1	26841	750,000
Federal Agricultural	UBOC	3,000,000	2.100	08/26/2019	3,000,000	08/26/2024	1,730	2.100	2,968,050	31422BK64	26871	3,000,000
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,767	1.999	986,390	3130AH7F4	26890	1,000,000
JP Morgan	UBOC	1,500,000	2.300	11/27/2019	1,500,000	11/27/2024	1,823	2.386	1,494,060	48128GM49	26912	1,500,000
Fund Total and Average		\$ 76,988,848	2.069		\$ 76,968,491		618	2.091	\$ 77,201,388			\$ 76,979,974
GRAND TOTALS:		\$ 203,583,258	2.168		\$ 202,964,731		650	2.273	\$ 204,369,160.			\$ 203,186,065

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2019

- Investment #26332 FNMA Callable quarterly
- Investment #26354 FHLB Callable anytime
- Investment #26355 FHLB Callable anytime
- Investment #26356 FFCB Callable anytime
- Investment #26368 FNMA Callable quarterly
- Investment #26385 FHLMC Callable on 6/23/2023
- Investment #26646 USB Callable on 6/15/2020
- Investment #26653 FHLMC Callable on 12/28/2020
- Investment #26736 FHLB Callable on 2/20/2020
- Investment #26754 HSBC Callable on 4/01/2020
- Investment #26797 FHLMC Callable on 4/01/2020
- Investment #26798 FHLMC Callable on 4/30/2020
- Investment #26799 FHLMC Callable on 4/30/2020
- Investment #26816 FHLMC Callable on 7/15/2023
- Investment #26820 ORCL Callable semi-annually starting 7/25/2021
- Investment #26831 TOYOTA Callable semi-annually starting 7/25/2021
- Investment #26841 TOYOTA Callable semi-annually starting 7/25/2021
- Investment# 26848 WMT Callable on 01/11/2023
- Investment# 26871 FAMC Callable quarterly starting 8/26/2020
- Investment# 26872 BAC Callable semi-annually starting 09/24/2021
- Investment# 26873 FAMC Callable semi-annually starting 09/25/2020
- Investment# 26886 FAMC Callable semi-annually starting 09/25/2020
- Investment# 26887 TOYOTA Callable semi-annually starting 09/27/2021
- Investment# 26888 FFCB Callable semi-annually starting 09/27/2021
- Investment# 26889 FHLB Callable anytime starting 10/02/2020
- Investment# 26905 FHLMC Callable on 4/30/2020
- Investment# 26906 USBANK Callable on 1/05/2024
- Investment# 26912 JPM Callable quarterly starting 11/27/2021



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GEO 2012 Construction Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USB	709,000	1.940	07/30/2019	695,131	07/27/2020	239	1.996	701,548	313384ZX0	26850	699,868
Fund Total and Average		\$ 709,000	1.940		\$ 695,131		239	1.996	\$ 701,548			\$ 699,868

GEO 2012A Debt Service

Federal Home Loan Ba	USBT	124,000	1.570	11/27/2019	123,816	12/31/2019	30	1.594	123,843	313384RE1A	26913	123,838
Federal Home Loan Ba	USBT	125,000	1.904	09/25/2019	124,345	01/02/2020	32	1.941	124,829	313384RG6A	26876	124,788
Federal Home Loan Ba	USBT	124,000	1.630	10/29/2019	123,635	01/02/2020	32	1.657	123,630	313384RG6A	26895	123,820
Federal Home Loan Mt	USBT	127,000	1.960	07/25/2019	125,887	01/02/2020	32	2.004	126,826	313396RG0	26832	126,779
Federal Home Loan Mt	USBT	124,000	1.760	08/26/2019	123,218	01/02/2020	32	1.795	123,830	313396RG0	26857	123,806
Fund Total and Average		\$ 624,000	1.766		\$ 620,901		32	1.800	\$ 623,168			\$ 623,031

GEO 2016A Debt Service

Federal Home Loan Ba	USBT	289,000	1.570	11/27/2019	288,571	12/31/2019	30	1.594	288,633	313384RE1A	26914	288,622
Federal Home Loan Ba	USBT	290,000	1.905	09/25/2019	288,481	01/02/2020	32	1.941	289,603	313384RG6A	26877	289,509
Federal Home Loan Ba	USBT	290,000	1.630	10/29/2019	289,147	01/02/2020	32	1.657	289,603	313384RG6A	26896	289,580
Federal Home Loan Mt	USBT	293,000	1.960	07/25/2019	290,432	01/02/2020	32	2.004	292,599	313396RG0	26833	292,490
Federal Home Loan Mt	USBT	291,000	1.760	08/26/2019	289,165	01/02/2020	32	1.795	290,601	313396RG0	26858	290,545
Fund Total and Average		\$ 1,453,000	1.766		\$ 1,445,796		32	1.799	\$ 1,451,039			\$ 1,450,746

Geothermal Special Reserve

Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
Federal Home Loan Ba	UBOC	1,500,000	2.100	07/30/2019	1,500,000	04/29/2021	515	2.100	1,500,030	3130AGT54	26853	1,500,000
Fund Total and Average		\$ 1,500,000	2.100		\$ 1,500,000		515	2.101	\$ 1,500,030			\$ 1,500,000

Geo Decommissioning Reserve

Local Agency Investm	LAIF	465,482	2.446	07/01/2013	465,482		1	2.446	465,482	SYS70027	70027	465,482
Union Bank of Califo	UBOC	35,500	0.002	07/01/2013	35,500		1	0.002	35,500	SYS70034	70034	35,500
American Honda Finan	UBOC	500,000	2.650	11/30/2018	493,500	02/12/2021	439	3.265	504,325	02665WCD1	26726	496,463
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	496,300	04/13/2021	499	3.276	507,720	89236TEUS	26727	497,866
Federal National Mtg	UBOC	2,000,000	1.500	08/30/2016	2,000,000	05/28/2021	544	1.500	1,990,260	3136G3W3	26369	2,000,000
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	638	3.002	255,753	02007GEQZA	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	739	3.103	758,865	68353REY0	26553	742,119
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	892	2.329	870,779	037633CQ1	26499	860,610
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	1,003	3.154	259,143	949763TLOA	30311	250,000

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Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	1,004	3.051	258,478	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	1,010	3.152	259,150	254673TM8A	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	1,096	3.004	760,695	25468PCW4	26551	736,360
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	1,153	3.104	788,173	24422ERT8	26550	743,352
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	1,155	3.229	772,350	06406RAE7	26549	743,908
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	1,163	3.140	513,465	44932HAH6	26548	497,932
Embank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	1,368	3.203	262,648	29278TCP9A	30309	250,000
Clitbank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	1,376	3.301	263,583	17312QS34A	30314	250,000
Federal Home Loan Mt	UBOC	1,000,000	2.760	04/01/2019	1,000,000	04/01/2024	1,583	2.760	1,002,190	3134GSTJ8	26817	1,000,000
Federal Home Loan Mt	UBOC	2,000,000	2.850	04/01/2019	2,000,000	04/01/2024	1,583	2.853	2,004,160	3134GSTH2	26818	2,000,000
Federal Home Loan Mt	UBOC	1,960,000	2.700	04/30/2019	1,960,000	04/30/2024	1,612	2.700	1,963,332	3134GTCQ4	26819	1,960,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,698	2.410	497,375	89236TGD1	26842	500,000
Federal Agricultural	UBOC	750,000	2.000	09/25/2019	750,000	09/25/2024	1,760	2.000	748,388	31422BME7	26874	750,000
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,767	1.999	986,390	3130AH7F4	26891	1,000,000
Federal Home Loan Ba	UBOC	940,000	2.125	10/30/2019	940,000	10/29/2024	1,794	2.124	935,864	3130AHG56	26907	940,000
Federal Home Loan Mt	UBOC	1,604,000	2.000	11/12/2019	1,604,000	11/12/2024	1,808	2.144	1,597,921	3134GJUNG1	26910	1,604,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	2,051	3.455	2,044,160	3133EJUT4	26644	1,999,435
Fund Total and Average		\$ 21,116,193	2.523		\$ 21,045,407		1335	2.644	\$ 21,286,149			\$ 21,073,027

Geo 2012A DSR Account

U.S. Treasury	USB	66,000	1.551	08/26/2019	64,996	08/13/2020	256	1.590	65,271	912796TD1	26867	65,272
Federal National Mtg	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	541	1.625	1,508,399	3136G3NL5	26333	1,517,000
Fund Total and Average		\$ 1,583,000	1.622		\$ 1,581,996		529	1.624	\$ 1,573,670			\$ 1,582,272

GRAND TOTALS: \$ 26,985,193 2.373 \$ 26,889,231 1113 2.472 \$ 27,135,594. \$ 26,928,944

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2019

- Investment #26333 FNMA Callable quarterly
- Investment #26369 FNMA Callable quarterly
- Investment #26644 FFCB Callable anytime starting 7/23/2021
- Investment #26817 FHLMC Callable on 4/01/2020
- Investment #26818 FHLMC Callable on 4/01/2020
- Investment #26819 FHLMC Callable on 4/30/2020
- Investment #26842 TOYOTA Callable semi-annually starting 7/25/2021
- Investment #26853 FHLB Callable quarterly starting 01/29/2020
- Investment #26874 FAMC Callable semi-annually starting 09/25/2020
- Investment #26890 FHLB Callable anytime starting 10/02/2020
- Investment #26891 FHLB Callable anytime starting 10/02/2020
- Investment #26907 FHLB Callable on 1/29/2020
- Investment #26910 FHLMC Callable quarterly starting 05/12/2020



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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* Equity Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	484,000	1.680	10/29/2019	483,232	12/02/2019	1	1.706	484,000	313384PZ6A	26800	483,977
Fund Total and Average		\$ 484,000	1.680		\$ 483,232		1	1.706	\$ 484,000			\$ 483,977
GRAND TOTALS:		\$ 484,000	1.680		\$ 483,232		1	1.706	\$ 484,000.			\$ 483,977

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.
Current Market Value is based on prices from Trustee/Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2019



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Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	3,453,523	2.446	07/01/2013	3,453,523		1	2.446	3,453,523	SYS70028	70028	3,453,523
Union Bank of Calif	UBOC	12,400	0.002	07/01/2013	12,400		1	0.002	12,400	SYS70031	70031	12,400
Federal Farm Credit	UBOC	1,995,000	1.750	11/06/2019	1,997,753	10/26/2020	330	1.606	1,986,456	3133EHJ95	26909	1,997,556
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	776	3.314	506,060	07330NAQ8	26618	493,152
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	826	2.946	506,200	30231GAJ1	26621	494,144
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	835	3.182	563,090	91159HHC7	26651	547,841
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	1,019	3.051	505,950	74460DAB5	26546	491,186
Federal Home Loan Mt	UBOC	1,300,000	1.900	11/14/2019	1,300,000	11/14/2022	1,079	1.900	1,299,779	3134GJFY0	26911	1,300,000
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	1,109	3.051	513,275	92826CAC6	26547	496,465
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	1,137	3.215	511,385	89236TELL5	26619	492,592
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	1,172	3.121	509,745	68389XBR5	26545	492,647
Boeing Co.	UBOC	500,000	2.800	03/14/2018	496,070	03/01/2023	1,186	2.971	510,230	097023BW4	26544	497,427
United Parcel Servic	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	1,217	3.182	507,240	911312BK1	26620	489,514
Colgate-Palmolive Co	UBOC	550,000	2.100	08/09/2018	528,660	05/01/2023	1,247	2.985	554,692	19416QEC0	26652	534,578
Federal Home Loan Ba	UBOC	1,500,000	3.250	10/19/2018	1,500,000	10/19/2023	1,418	3.250	1,516,950	3130AEYR5	26701	1,500,000
Federal Farm Credit	UBOC	1,513,000	2.190	08/23/2019	1,513,000	11/15/2023	1,445	2.190	1,513,015	3133EKZQ2	26670	1,513,000
Federal Home Loan Ba	UBOC	2,000,000	3.100	01/29/2019	2,000,000	01/29/2024	1,520	3.100	2,002,720	3130AFRR0	26742	2,000,000
Fund Total and Average		\$ 16,873,923	2.490		\$ 16,769,738		875	2.625	\$ 16,982,710			\$ 16,806,025

Hydro Initial Facilities

Federal Home Loan Mt	USB	1,707,000	2.000	07/30/2019	1,692,396	12/31/2019	30	2.045	1,704,832	313396RE5	26851	1,704,155
Federal Farm Credit	USB	2,464,000	2.540	02/12/2019	2,464,493	02/12/2020	73	2.519	2,466,977	3133EKAF3	26761	2,464,097
Fund Total and Average		\$ 4,171,000	2.319		\$ 4,156,889		55	2.326	\$ 4,173,809			\$ 4,168,252

Hydro Debt Service

Federal Home Loan Ba	USBT	793,000	1.570	11/27/2019	791,824	12/31/2019	30	1.594	791,993	313384RE1A	26915	791,962
Federal Home Loan Mt	USBT	547,000	2.000	07/30/2019	542,320	12/31/2019	30	2.045	546,305	313396RE5	26852	546,088
Federal Home Loan Ba	USBT	796,000	1.904	09/25/2019	791,830	01/02/2020	32	1.941	794,909	313384RG6A	26878	794,652
Federal Home Loan Ba	USBT	794,000	1.630	10/29/2019	791,663	01/02/2020	32	1.657	792,912	313384RG6A	26897	792,850
Federal Home Loan Mt	USBT	2,821,000	1.960	07/25/2019	2,796,272	01/02/2020	32	2.004	2,817,135	313396RG0	26834	2,816,085
Federal Home Loan Mt	USBT	796,000	1.760	08/26/2019	790,980	01/02/2020	32	1.795	794,909	313396RG0	26859	794,755
Fund Total and Average		\$ 6,547,000	1.845		\$ 6,504,889		32	1.883	\$ 6,538,163			\$ 6,536,392

Hydro 2018A Debt Service

Federal Home Loan Ba	USBT	1,146,000	1.570	11/27/2019	1,144,301	12/31/2019	30	1.594	1,144,545	313384RE1A	26916	1,144,501
Federal Home Loan Ba	USBT	1,150,000	1.904	09/25/2019	1,143,975	01/02/2020	32	1.941	1,148,425	313384RG6A	26879	1,148,053

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Hydro 2018A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	1,148,000	1.630	10/29/2019	1,144,621	01/02/2020	32	1.657	1,146,427	313384RG6A	26898	1,146,337
Federal Home Loan Mt	USBT	1,156,000	1.960	07/25/2019	1,145,867	01/02/2020	32	2.004	1,154,416	313396RG0	26635	1,153,986
Federal Home Loan Mt	USBT	1,151,000	1.759	08/26/2019	1,143,741	01/02/2020	32	1.795	1,149,423	313396RG0	26860	1,149,199
Fund Total and Average										\$ 5,722,805	\$ 5,743,236	\$ 5,742,076

Hydro 2019A Debt Service

Federal Home Loan Ba	USBT	806,000	1.570	11/27/2019	804,805	12/31/2019	30	1.594	804,976	313384RE1A	26917	804,945
Federal Home Loan Ba	USBT	810,000	1.905	09/25/2019	805,757	01/02/2020	32	1.941	808,890	313384RG6A	26880	808,628
Federal Home Loan Ba	USBT	808,000	1.630	10/29/2019	805,622	01/02/2020	32	1.657	806,893	313384RG6A	26699	806,829
Federal Home Loan Mt	USBT	814,000	1.959	07/25/2019	806,865	01/02/2020	32	2.004	812,865	313396RG0	26636	812,582
Federal Home Loan Mt	USBT	811,000	1.760	08/26/2019	805,885	01/02/2020	32	1.795	809,889	313396RG0	26861	809,731
Fund Total and Average										\$ 4,028,934	\$ 4,043,533	\$ 4,042,716

Hydro 2012A Rebate Account

U.S. Treasury	USB	32,000	1.690	08/26/2019	31,733	02/20/2020	81	1.727	31,889	912796TG4	26868	31,878
Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	617	1.790	689,028	3134G93A3	26432	689,943
Fund Total and Average										\$ 723,124	\$ 720,917	\$ 721,821

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 Ba	UBOC	1,500,000	2.100	07/30/2019	1,500,000	04/29/2021	515	2.100	1,500,030	3130AGT54	26854	1,500,000
Fund Total and Average										\$ 1,500,000	\$ 1,500,030	\$ 1,500,000

Hydro 2012 Cost of Issuance

US Bank	USB	0	0.040	07/01/2013	0		1	0.040	0	SYS79061	79061	0
Fund Total and Average										\$ 0	\$ 0	\$ 0

Hydro 2012 DSRA

Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	247	1.680	100,066	3133EE5Z9	26244	100,045
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,992	02/15/2021	442	2.251	146,946	9128283X6	26539	145,997
Federal National Mitg	USB	94,000	1.530	07/28/2016	94,000	07/28/2021	605	1.530	93,652	3136G3S97	26359	94,000
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	774	2.380	3,986,292	3137EADB2	25852	3,927,623
Federal Farm Credit	USB	150,000	1.850	09/03/2019	150,000	03/03/2022	823	1.850	149,829	3133EKH66	26875	150,000

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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
	Fund Total and Average	\$ 4,418,000	2.321		\$ 4,416,553		749	2.324	\$ 4,476,785			\$ 4,417,665
	GRAND TOTALS:	\$ 44,030,923	2.176		\$ 43,822,632		454	2.240	\$ 44,179,183.			\$ 43,934,946

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2019

- Investment #26359 FNMA Callable quarterly
- Investment #26701 FHLB Callable until 10/19/2020
- Investment #26742 FHLB Callable quarterly
- Investment #26854 FHLB Callable quarterly starting 01/29/2020
- Investment #26870 FFCE Callable anytime
- Investment #26875 FFCE Callable on and anytime after 09/03/2020
- Investment #26911 FHLMC Callable quarterly starting 02/14/2020



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LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		75,103	2.446	07/01/2013	75,103		1	2.446	75,103	SYS70046	70046	75,103
Fund Total and Average		\$ 75,103	2.446		\$ 75,103		1	2.446	\$ 75,103			\$ 75,103

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	566,510	0.600	07/01/2013	566,510		1	0.600	566,510	SYS79003	79003	566,510
Federal Home Loan Ba	USBT	1,120,000	1.940	07/25/2019	1,112,154	12/02/2019	1	1.980	1,120,000	313384PZ6A	26837	1,119,940
Federal Home Loan Ba	USBT	501,000	1.810	08/26/2019	488,531	12/02/2019	1	1.844	501,000	313384PZ6A	26863	500,975
Federal Home Loan Ba	USBT	500,000	1.910	09/25/2019	488,196	12/02/2019	1	1.943	500,000	313384PZ6A	26882	499,973
Federal Home Loan Ba	USBT	499,000	1.680	10/29/2019	488,208	12/02/2019	1	1.706	499,000	313384PZ6A	26901	498,977
Fund Total and Average		\$ 3,186,510	1.636		\$ 3,173,599		1	1.665	\$ 3,186,510			\$ 3,186,375

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	2,764,527	0.600	07/01/2013	2,764,527		1	0.600	2,764,527	SYS79004	79004	2,764,527
Federal Home Loan Ba	USBT	1,520,000	1.939	07/25/2019	1,509,352	12/02/2019	1	1.980	1,520,000	313384PZ6A	26838	1,519,918
Federal Home Loan Ba	USBT	727,000	1.810	08/26/2019	723,418	12/02/2019	1	1.844	727,000	313384PZ6A	26864	726,963
Federal Home Loan Ba	USBT	726,000	1.910	09/25/2019	723,381	12/02/2019	1	1.943	726,000	313384PZ6A	26883	725,961
Federal Home Loan Ba	USBT	724,000	1.680	10/29/2019	722,851	12/02/2019	1	1.706	724,000	313384PZ6A	26902	723,966
Fund Total and Average		\$ 6,461,527	1.320		\$ 6,443,529		1	1.340	\$ 6,461,527			\$ 6,461,335

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	435,879	0.600	07/01/2013	435,879		1	0.600	435,879	SYS79011	79011	435,879
Fund Total and Average		\$ 435,879	0.600		\$ 435,879		1	0.600	\$ 435,879			\$ 435,879

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	1,803,726	0.600	07/01/2013	1,803,726		1	0.600	1,803,726	SYS79012	79012	1,803,726
Federal Home Loan Ba	USBT	1,181,000	1.940	07/25/2019	1,172,726	12/02/2019	1	1.980	1,181,000	313384PZ6A	26839	1,180,936
Federal Home Loan Ba	USBT	786,000	1.810	08/26/2019	782,127	12/02/2019	1	1.844	786,000	313384PZ6A	26865	785,960
Federal Home Loan Ba	USBT	784,000	1.910	09/25/2019	781,172	12/02/2019	1	1.943	784,000	313384PZ6A	26884	783,958
Federal Home Loan Ba	USBT	783,000	1.680	10/29/2019	781,758	12/02/2019	1	1.706	783,000	313384PZ6A	26903	782,963
Fund Total and Average		\$ 5,337,726	1.425		\$ 5,321,509		1	1.448	\$ 5,337,726			\$ 5,337,543

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	303,000	1.939	07/25/2019	300,877	12/02/2019	1	1.980	303,000	313384PZ6A	26840	302,984
Fund Total and Average		\$ 303,000	1.939		\$ 300,877		1	1.980	\$ 303,000			\$ 302,984

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LEC Issue#1 2017A DS Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	CUSIP	Market Value	Investment #	Carrying Value
Federal Home Loan Ba	USBT	170,000	1.810	08/26/2019	168,162	12/02/2019	1	1.844	313384PZ6A	170,000	26866	169,991
Federal Home Loan Ba	USBT	169,000	1.909	09/25/2019	168,390	12/02/2019	1	1.943	313384PZ6A	169,000	26885	168,991
Federal Home Loan Ba	USBT	169,000	1.690	10/29/2019	168,732	12/02/2019	1	1.706	313384PZ6A	169,000	26904	168,992
Fund Total and Average		\$ 811,000	1.852	\$ 807,161			1	1.887	\$ 811,000			\$ 810,958

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	37,710	0.600	07/01/2013	37,710	01/23/2020	53	2.048	SYS79006	37,710	79006	37,710
U.S. Treasury	USB	333,000	2.000	07/25/2019	329,633	05/25/2021	541	1.659	912796TC3	332,247	26844	332,020
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	08/12/2021	620	1.689	3133EGBZ7	4,338,113	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	06/10/2022	922	1.760	3137EAC9	148,715	26454	148,591
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	697	1.716	313379Q69	4,146,207	26463	4,136,057
Fund Total and Average		\$ 8,980,710	1.873	\$ 9,042,287			697	1.716	\$ 9,002,992			\$ 9,014,378

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	992	0.600	07/01/2013	992	06/12/2020	194	1.540	SYS79006	992	79006	992
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	07/24/2020	236	1.980	313370E38	2,164,412	26455	2,165,346
Federal Home Loan Ba	UBOC	150,000	1.920	07/25/2019	147,080	06/10/2022	197	1.568	313384ZU6	148,443	26845	148,112
Fund Total and Average		\$ 2,295,992	3.281	\$ 2,403,218			197	1.568	\$ 2,313,847			\$ 2,314,450

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,597	0.600	07/01/2013	1,597	01/23/2020	53	2.048	SYS79013	1,597	79013	1,597
U.S. Treasury	USB	1,129,000	1.999	07/25/2019	1,117,585	06/05/2020	187	1.550	912796TC3	1,126,448	26846	1,125,676
Fund Total and Average		\$ 1,130,597	1.998	\$ 1,119,182			53	2.046	\$ 1,128,045			\$ 1,127,273

LEC O & M Reserve

Local Agency Investim	UBOC	1,464,496	2.446	07/01/2013	1,464,496	04/15/2021	501	1.590	SYS70047	1,464,496	70047	1,464,496
Union Bank of Califo	UBOC	9,558	0.002	07/18/2013	9,558	04/15/2021	872	1.920	SYS70041	9,558	70041	9,558
Federal Home Loan Ba	UBOC	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	187	1.550	3130ABJQ0	3,613,265	26440	3,614,817
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	212	1.300	3136G3JJ2	2,992,800	26341	3,000,000
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	04/15/2021	501	1.590	3133EKY83	499,135	26892	499,392
Federal Farm Credit	UBOC	1,000,000	1.920	10/21/2019	1,000,000	04/21/2022	872	1.920	3133EK2S4	999,370	26894	1,000,000
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	904	2.456	90331HPC1	605,508	26822	597,738
Federal Home Loan Mt	UBOC	1,250,000	2.000	10/16/2019	1,250,000	10/16/2023	1,415	2.000	3134GUJ87	1,246,550	26893	1,250,000
Fund Total and Average		\$ 11,434,054	1.732	\$ 11,435,651			415	1.729	\$ 11,430,662			\$ 11,436,001

GRAND TOTALS: \$ 40,149,098 1,737 \$ 40,257,108 288 1,613 \$ 40,183,311 \$ 40,199,295

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2019

- Investment #26337 FCCB Callable anytime
- Investment #28822 USB Callable on and anytime after 4/22/2022
- Investment #26893 FFLMC Callable on and anytime after 4/16/2020
- Investment #26894 FCCB Callable on and anytime after 01/21/2020



Commission Staff Report

Date: January 9, 2020

COMMISSION MEETING DATE: January 16, 2020

SUBJECT: Process Innovations, Inc. – Five Year Multi-Task Consulting Services Agreement for OSIsoft Plant Information (PI) Software Support Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 20-02 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Process Innovations, Inc. for OSIsoft PI software support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

OSIsoft PI software support services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. NCPA had a previous agreement in place with Process Innovations, Inc., which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has an enabling agreement in place for a similar scope of work with DST Controls.

FISCAL IMPACT:

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

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. Bids are awarded to the 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 January 8, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on December 9, 2019, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task Consulting Services Agreement with Process Innovations, Inc.

RESOLUTION 20-02

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH PROCESS
INNOVATIONS, INC.

(reference Staff Report #103:20)

WHEREAS, OSIsoft Plant Information (PI) software support services are periodically required at the facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Process Innovations, Inc. is a provider of these services; and

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

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

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

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020 by the following vote on roll call:

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

ROGER FRITH
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PROCESS INNOVATIONS, 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 Process Innovations, Inc., a corporation with its office located at 63 Weber Creek Road, PO Box 82, Centennial, WY 82055 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20__ ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) 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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

4.4 All Policies Requirements.

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

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA, and/or SCPPA members 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, SCPA or SCPA 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 ensues 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, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the 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 that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

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.
- 7.4 Cyber Security.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) will at its sole expense follow applicable NERC CIP standards for cyber security for the applicable Agency facility. Furthermore, Consultant shall notify Agency no less than 24-hours after discovery of a potential compromise of Consultant's network, computers, applications, or electronic systems in any way that Consultant determines could provide unauthorized access or negatively impact the confidentiality, integrity, security, or availability of Agency systems.

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 Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Process Innovations, Inc.
Attention: Joe Devine
2519 South Shields Street, Suite 166
Fort Collins, CO 80526

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

PROCESS INNOVATIONS, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

JOE DEVINE,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Process Innovations, Inc. ("Consultant") shall provide OSIsoft PI Software support 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:

- Provide OSIsoft Software Support - Support OSI soft software on Agency supplied server and interface hardware. This software will be prepared to accept the connections from all Agency data sources.
- Provide Onsite Client Tool Training - This task will involve providing Process Innovations client tool training. Ideally each participant should have their own computer for training as the class involves many hands-on exercises to leverage acquired data to perform real time evaluations. Develop some base reports and graphics in the class to provide a foundation for further development.
- Provide Value Added Applications - This task will involve the development of value added applications and features. This will include report building and calculated tag development.
- Design Diagrams - Design and provide detailed architectural network diagrams and review with NCPA for approval (Diagrams shall include, but not limited to, detailed specifications of all network connections, protocols, addresses, ports, etc.)
- Provide Diagrams - Provide final ("As Built") architectural network diagrams and review with NCPA for approval
- Compliance - Ensure all network modifications and implementations meet North American Electric Reliability Corporation (NERC) reliability standards

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:

Service Provider	Hourly Rates			
	Onsite Consulting Services	Offsite (Remote) Services	Travel Time	Onsite Training
Principal Engineer/Consultant	\$ 250	\$ 200	\$ 170	\$ 320
Sr. Application Consultant	\$ 235	\$ 185	\$ 155	\$ 295
Application Engineer	\$ 170	\$ 145	\$ 95	\$ 270

Notes:

Billing is in hourly increments

Travel and living expenses are in addition to Onsite Rates

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____
(Name of person signing affidavit)(Title)

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

Process Innovations, Inc.
(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242
(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



Commission Staff Report

Date January 9, 2020

COMMISSION MEETING DATE: January 16, 2020

SUBJECT: Premium Inspection Company – Five Year Multi-Task General Services Agreement for maintenance inspection services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 20-03 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Premium Inspection Company for maintenance inspection services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Maintenance inspection services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. NCPA utilized this vendor recently at its Geothermal facility when it was the successful bidder for the P-Site and Q-Site Well Workover Project. During their work on those projects, the vendor performed efficiently while focused on safety. NCPA now desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has enabling agreements in place for similar scopes of work with Team Industrial Services, Inc. and Quality Tong Services, Inc.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

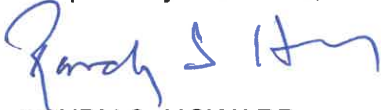
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on January 8, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on December 9, 2019, and was approved.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Premium Inspection Company

RESOLUTION 20-03

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH
PREMIUM INSPECTION COMPANY**

(reference Staff Report #104:20)

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

WHEREAS, Premium Inspection Company is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Premium Inspection Company to provide such services as needed at all NCPA facilities, NCPA Members, SCPPA, and SCPPA Member facilities in an amount not to exceed \$500,000 over five years; and

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

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

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020 by the following vote on roll call:

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PREMIUM INSPECTION COMPANY**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Premium Inspection Company, a limited liability company with its office located at 6300 Seven Seas, Bakersfield, CA 93308 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 20____ ("Effective Date") in Roseville, California.

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

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

agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED FIVE HUNDRED THOUSAND** dollars (\$500,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Intentionally Omitted

4.4 Pollution Insurance. Intentionally Omitted

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

Contractor shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Contractor's receipt of Agency's written request therefor. Contractor's failure to

timely comply with this provision may subject the Contractor to penalties pursuant to state law.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

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

have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if

applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

10.2 Contractor's Equipment, Tools, Supplies and Materials. Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

10.3 Use of Agency Equipment. Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

11.1 Nature of Work. In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

11.2 Deficiencies in Work. In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the

Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

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

conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

Joe Elliott Jr., President
Premium Inspection Company
6300 Seven Seas
Bakersfield, CA 93308

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

PREMIUM INSPECTION COMPANY

Date _____

Date _____

RANDY S. HOWARD, General Manager

JOE ELLIOTT JR., President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Premium Inspection Company ("Contractor") shall provide maintenance inspection 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 limited to the following:

- **Visual Inspection**
- **Tubular I. D. Camera with DVR Recording**
- **Dimensional Inspection and Verification**
- **Magnetic Particle, both color contrast and ultraviolet (ferrous Material)**
- **Dye Penetrant, both color contrast and ultraviolet (Non-Ferrous Material)**
- **Ultrasonic Thickness examination**
- **EMI Logging - Drill Pipe 2 3/8" up to 5 1/2", DS-1 Category 1-5 Inspection**
- **RIG Site Bottom Hole Assembly Inspection**
- **Trip Check of BHA Components**
- **API and Proprietary Rotary Shoulder Connection Inspection**
- **Field repair of API and Proprietary Rotary Shoulder Connections (RSC)**
- **Top Drive Inspection**
- **Rig Structural Inspection**
- **Hardbanding of Drill Pipe, Hevi-Wate Drill Pipe and BHA Tools**
- **Hardbanding of Non Magnetic BHA Tools**
- **3rd Party Verification Services**
- **In-House Services**
- **Digital real time reporting and data base**
- **Equipment**

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Used Drill Pipe Services Price List

DESCRIPTION	SIZE	PRICE PER LENGTH
DS-1 Category 3 criteria:		
EMI of Tube Body UT Wall Thickness Reading Dimensional 2 of Connections	3 1/2" to 5"	\$38.00
DS-1 Category 4 criteria:		
EMI of Tube Body UT Wall Thickness Reading Dimensional 2 of Connections Magnetic Particle Inspection Of External Upsets	3 1/2" to 5"	\$48.00
DS-1 Category 5 criteria:		
EMI of Tube Body UT Wall Thickness Reading Dimensional 2 of Connection Wet Magnetic Particle Inspection Of Connection Magnetic Particle Inspection Of External upsets	3 1/2" to 5"	\$68.00

Optional Drill Pipe Services

Price List

DESCRIPTION	SIZE	PRICE PER LENGTH
Clean and Visual Inspection Of Threads and Shoulders	ALL	\$10.00 per end
DS-1 Dimensional 2 of Connections Wet Fluorescent Magnetic Particle Inspection of Connections	ALL	\$ 25.00 per end
Wet Fluorescent Particle Inspection of Rotary Shoulder Connection	ALL	\$ 15.00 per end
End Area Inspection of Internal Upset run out Areas Optical Video Scope with Magnetic Particle	ALL	\$ 45.75 per end

FIELD REPAIR OF CONNECTIONS

DESCRIPTION	SIZE	PRICE PER LENGTH
Tool Joint Refacing: Shoulder Repair	ALL	\$ 25.00 per end
Field Repair of Threads to Remove Burrs, Raised Metal, Galling	ALL	\$ 15.00 per end

PIPE STRAIGHTENING	SIZE	PRICE PER LENGTH
Straightening of Bent Pipe	3 1/2" to 5"	Special Quote

DRILL PIPE HARBANDING SERVICES

DESCRIPTION	SIZE	PRICE PER TOOL JOINT
Casing Friendly Wire 3 one inch bands per tool Joint	3 1/2" to 5"	\$60.00 per length
CUSTOMER REQUEST WIRE	3 1/2" to 5"	SPECIAL QUOTE

**Hevi-Wate Drill Pipe Inspection Services
Price List**

TYPE INSPECTION	SIZES	PRICE PER LENGTH
DS-1 Category 3-5		
Clean and Visual Inspection Of Rotary Shoulder Connections Dimensional 3 Inspection Of Connections Wet Fluorescent Magnetic Particle Inspection of Connections	ALL	\$85.00 per length
DS-1 Category 3-5		
Magnetic Particle Inspection of Upsets	ALL	\$ 10.00 per upset

FIELD REPAIR OF CONNECTIONS		
DESCRIPTION	SIZE	PRICE PER LENGTH
Tool Joint Refacing Shoulder Repair	ALL	\$ 25.00 per end
Field Repair of Threads to remove Raised Metal, Burrs, Galling	ALL	\$ 15.00 per end

**Hevi-Wate Drill Pipe Services
Price List**

HARDBANDING SERVICES

HARDBANDING SERVICES	SIZES	PRICE PER BAND
Casing Friendly Wire 4 inch bands per tool joint	3 ½" to 5"	\$ 25.00 per inch
CUSTOMER WIRE 4 inch bands per tool joint	3 ½" to 5"	SPECIAL QUOTE

HARDBAND REMOVAL RE-APPLICATION

REMOVAL	ALL HEVI-WATE STRAIGHTNEING SERVICE	SPECIAL QUOTE
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HEAVI-WATE DRILL PIPE STRAIGHTNEING SERVICES

DESCRIPTION	SIZE	PRICE PER LENGTH
Straightening of Crooked or Bent Pipe	ALL	SPECIAL QUOTE

Bottom Hole Assembly Inspection Services Price List

TYPE INSPECTION	SIZES	PRICE
DS-1 Category 3-5		
Clean and Visual Inspection Of Rotary Shoulder Connection Dimensional 3 Inspection of Connection Wet Fluorescent Magnetic Particle Inspection of Connection	ALL	\$ 85.00 per length
NON MAG Collars, Subs Stabilizers Liquid Penetrant inspection In conjunction with Cat 3-5 Inspection	ALL	\$ 100.00 per length

OPTIONAL INSPECTION SERVICES

DESCRIPTION	SIZE	PRICE PER LENGTH
1. Dry Magnetic Particle Inspection Of External Upsets In conjunction with Cat 3-5	ALL	\$ 20.00 per upset
2. Liquid Penetrant Inspection Of Tool Bodies	ALL	\$ 50.00 per foot
3. AC Yoke Magnetic Particle Inspection of Tool Bodies	ALL	\$ 25.00 per foot

FIELD REPAIR OF CONNECTIONS

DESCRIPTION	SIZE	PRICE
Tool Joint Refacing Shoulder Repair	ALL	\$ 25.00 per end
Field Repair of Threads to Remove Raised Metal, Burrs, Galling	ALL	\$ 15.00 per end

**BOTTOM HOLE ASSEMBLY HARDBANDING SERVICE
DRILL COLLARS, SUBS**

TYPE WIRE	SIZE	PER 1" BAND
Casing Friendly Wire	Under 5 ½"	\$25.00
	Over 5 ½"	\$29.00
Customer Wire		SPECIAL QUOTE

**MISCELLANEOUS SERVICES
MAGNETIC PARTICLE**

DESCRIPTION		PRICE
Trip Check Inspection of BHA	1 Inspector	\$ 135.00 per hour
Rig Components and Load Bearing Areas Blocks , Hooks , Bails , Slips Top Drive Welds Flanges	1 Helper	\$ 60.00 per hour

ULTRASONIC THICKNESS

DESCRIPTION		PRICE
UT Wall Thickness Measurement	1 Inspector	\$ 225.00 per hour
Flow Line Wall Thickness Measurement	1 Helper	\$ 151.00 per hour
Mud Line Wall Thickness Measurement		
Tank Wall Thickness Measurement		

Shop Rate		PER HOUR	\$125.00
Part-Off		Under 6" O.D.	\$19.50
Part-Off		Over 6" O.D.	\$25.50
Non-Mag		ADD	20%
Spiral Collar or Left Hand Connection		ADD	10%
Kellys, etc.		ADD	20%
Mud Groove or Benchmark Groove		ADD	\$2.50
Boreback/Stress Relief Groove		ADD	\$85.00
Machine Identification Groove/Identification Stencil, Pin Tool Joint		ADD	\$55.00
For Additional Grooves Same Joint		ADD	\$10.00
Band Saw Cut		ADD (PER CUT)	\$37.00
Re-Cut Bevel Diameters/Re-Face		ADD (PER EA)	\$26.67
Set Screw		ADD	\$172.50
Float Bore		ADD	\$255.00
Standard Wrench Flats 2"x1/2"		ADD (Per Piece)	\$175.00
Set up Fee		ADD	\$125.00
Rush Jobs		ADD	25%
Overtime: After 4:00pm till 6:00am. In Addition to Machine Work		PER HOUR	\$170.00
Weekend/Holidays Call Out Rate 4hr Min. In Addition to Machine Work		PER HOUR	\$170.00
Transportation within a 20 Mile Radius		ROUND TRIP	\$85.00

Prices are subject to change with 30 days' advance written notice to Agency.

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 Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

Date: January 9, 2020

COMMISSION MEETING DATE: January 16, 2020

SUBJECT: Fossil Consulting Services, Inc. – Five Year Multi-Task Consulting Services Agreement for developing, reviewing and updating training and qualification manuals; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 20-04 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Fossil Consulting Services, Inc. for services related to developing, reviewing and updating training and qualification manuals, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Services related to developing, reviewing and updating of training and qualification manuals are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. NCPA had a previous agreement in place with Fossil Consulting Services, Inc. which has since expired. Fossil Consulting Services, Inc. has previously assisted NCPA in the development of training and qualification manuals for the Geothermal Facility as well as the Lodi Energy Center. Throughout that project, Fossil Consulting Services, Inc. conducted themselves in a professional manner while meeting NCPA's expectations. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has an enabling agreement in place for a similar scope of work with Reliability Management Group.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on January 8, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on December 9, 2019, and was approved.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task Consulting Services Agreement with Fossil Consulting Services, Inc.

RESOLUTION 20-04

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

(reference Staff Report #105:20)

WHEREAS, services related to developing, reviewing, and updating training and qualification manuals are periodically required at the facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Fossil Consulting Services, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task Consulting Services Agreement with Fossil Consulting Services, Inc. to provide such services as needed at all NCPA facilities, NCPA Members, SCPPA, and SCPPA Member facilities in an amount not to exceed \$1,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Fossil Consulting Services, Inc. with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for developing, reviewing and updating training and qualification manual services, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020 by the following vote on roll call:

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
FOSSIL CONSULTING SERVICES, 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 Fossil Consulting Services, Inc., a corporation with its office located at 5457 Twin Knolls Road, Suite 304, Columbia, MD 21045 ("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 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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.3 Professional Liability Insurance.

4.4 All Policies Requirements.

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

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

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

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

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

4.5 Consultant's Obligation. Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this

Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

Consultant shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the

payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees, agents and subcontractors of Consultant.

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

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

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Agency. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Consultant shall supervise all work subcontracted by Consultant in performing the services and shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2** **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3** **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4** **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;
 - 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or
- 8.4.4 Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 **Confidential Information and Disclosure.**
 - 9.4.1 **Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall

not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in 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 Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Herman P. Stone II
President
5457 Twin Knolls Road, Suite 304
Columbia, MD 21045

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

FOSSIL CONSULTING SERVICES, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

HERMAN P. STONE II, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Fossil Consulting Services, Inc. ("Consultant") shall provide services to review and update training and qualification manuals, as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members.

Services to include, but not limited to the following:

- Update System Training Manuals (STM) to reflect changes and updates in plant configuration.
- Develop a multi-level qualification program for several plant disciplines.

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 the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Position	Hourly Rate
Project Manager	\$110.00
Principal Specialist	\$104.00
Senior Specialist	\$96.00
Graphic Designer	\$51.00

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____
(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



Commission Staff Report

Date: January 9, 2020

COMMISSION MEETING DATE: January 16, 2020

SUBJECT: Kimberly Fields dba K. Weatherman Logging – First Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following Projects: All Northern California Power Agency (NCPA) Facilities and NCPA Members.

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:		
All Members	<input checked="" type="checkbox"/>	
Alameda Municipal Power	<input type="checkbox"/>	City of Lodi <input type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Shasta Lake <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 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 20-05 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Kimberly Fields dba K. Weatherman Logging, with any non-substantial changes as recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$235,000 to \$1,000,000, expanding the Scope of Work to include heavy machinery usage and road easement maintenance, and amending the Compensation Schedule to include heavy equipment rates, for continued use at any facilities owned and/or operated by NCPA and NCPA Members.

BACKGROUND:

Vegetation management services are required to maintain transmission line clearances and access roads from time to time for the operation and maintenance of facilities owned and/or operated by NCPA and NCPA Members. Kimberly Fields dba K. Weatherman Logging is a provider of these services. NCPA's Hydroelectric Facility has worked with K. Weatherman Logging for about 20 years, and has an excellent working relationship with this vendor. The vendor's familiarity with the remote terrain and project site locations allow this them to mobilize quickly and dispatch jobs more efficiently.

NCPA entered into a five-year Multi-Task General Services Agreement with Kimberly Fields dba K. Weatherman Logging, effective March 21, 2019, for an amount not to exceed \$235,000. As wildfire mitigation has become an increasing priority for NCPA, this agreement has been used extensively by the Hydroelectric Facility for vegetation management along power lines, resulting in this agreement running low on funds. NCPA anticipates additional years of aggressive vegetation management in an effort to mitigate wildfire fuel, and now desires to amend the agreement to increase the not to exceed amount from \$235,000 to \$1,000,000. NCPA also desires to expand the Scope of Work to include heavy machinery usages and road easement maintenance, and to provide for its use by NCPA and NCPA Members only (eliminating use by SCPPA and SCPPA Members). In addition, NCPA desires to amend the Compensation Schedule to include heavy equipment rental rates. This agreement is available for use at any facility owned and/or operated by the NCPA or NCPA Members. NCPA currently has agreements in place for similar services with Ronwright Logging and Tanner Logging.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

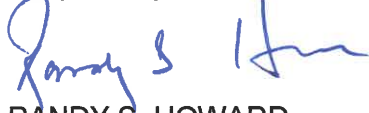
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on January 8, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on January 6, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution
- Multi-Task General Services Agreement between NCPA and Kimberly Fields
- First Amendment to Multi-Task General Services Agreement between NCPA and Kimberly Fields

RESOLUTION 20-05

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES AGREEMENT WITH
KIMBERLY FIELDS DBA K. WEATHERMAN LOGGING

(reference Staff Report #106:20)

WHEREAS, vegetation management services are required to maintain transmission line clearances and access roads from time to time at facilities owned and/or operated by the Northern California Power Agency (NCPA) and NCPA Members; and

WHEREAS, Kimberly Fields dba K. Weatherman Logging is a provider of these services; and

WHEREAS, NCPA entered into a five-year Multi-Task General Services Agreement with Kimberly Fields dba K. Weatherman Logging on March 21, 2019; and

WHEREAS, NCPA's Hydroelectric Facility has used the contract extensively to remove vegetation from transmission lines to help reduce wildfire fuels and remove hazard trees at risk of falling, which has nearly exhausted the funds on the contract; and

WHEREAS, NCPA now seeks to increase the not-to-exceed amount from \$235,000 to \$1,000,000 to ensure sufficient funds for the remaining contract term; and

WHEREAS, NCPA also desires to amend Exhibit A – Scope of Work to include the use of heavy machinery and road easement maintenance, to better describe services available to meet project needs, and to provide for its use by NCPA and NCPA Members only (eliminating use by SCPPA and SCPPA Members); and

WHEREAS, NCPA also desires to amend Exhibit B – Compensation Schedule and Hourly Fees to include the heavy machinery rates as a result of the expanded Scope of Work; 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 First Amendment to Multi-Task General Services Agreement with Kimberly Fields dba K. Weatherman Logging, with any non-substantial changes as approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$235,000 to \$1,000,000, expanding the Scope of Work to include heavy machinery usage and road easement maintenance, and amending the Compensation Schedule to include heavy equipment rates, for continued use at all facilities owned and/or operated by NCPA and NCPA Members.

PASSED, ADOPTED and APPROVED this ___ day of _____, 2020 by the following vote on roll call:

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

ROGER FRITH
CHAIR

ATTEST: CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
KIMBERLY FIELDS**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Kimberly Fields, a sole proprietorship with its office located at P.O. Box 912, Murphys, CA 95247 ("Contractor") (together sometimes referred to as the "Parties") as of March 21, 2019 ("Effective Date") in Roseville, California.

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

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

agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** two hundred thirty five thousand dollars (\$235,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$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. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention 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. Intentionally omitted.

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of

Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would

have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if

applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the

Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

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

conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

Kimberly Fields, Owner
P.O. Box 912
Murphys, CA 95247

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

13.10 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and

Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

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

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

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

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

13.14 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with

legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

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


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

NORTHERN CALIFORNIA POWER AGENCY

KIMBERLY FIELDS

Date 3/21/19

Date 3-8-19


RANDY HOWARD, General Manager


KIMBERLY FIELDS, Owner

Attest:


Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Kimberly Fields ("Contractor") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by the Agency, its Members, SCPPA, or SCPPA Members, including:

- **Falling trees;**
- **Climbing;**
- **Chipping;**
- **Hauling;**
- **Brush removal;**
- **Weed abatement.**

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

1 vehicle, 2 people and tools	\$300.00 per hour
Chipper	\$400.00 per day
Dump truck for brush removal	\$400.00 per day
Pickup and trailer	\$400.00 per day
Tree climber	\$150.00 per hour
Extra labor	\$125.00 per hour

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

The rates set forth above are valid from March 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 Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

Kimberly Fields

(Signature of officer or agent)

Dated this 8 day of March, 20 19.

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

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E – NOT APPLICABLE

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



**FIRST AMENDMENT TO MULTI TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND KIMBERLY FIELDS
DBA K. WEATHERMAN LOGGING**

This First Amendment (“Amendment”) to the Multi Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Kimberly Fields dba K. Weatherman Logging (“Contractor”) (collectively referred to as “the Parties”) as of _____, 202_.

WHEREAS, the Parties entered into a Multi Task General Services Agreement dated effective March 21, 2019, (the “Agreement”) for contractor to provide vegetation management services for NCPA, NCPA Members, SCPPA and 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 \$235,000 to a “NOT TO EXCEED” amount of \$1,000,000 to ensure sufficient funds for the remainder of the contract term; and

WHEREAS, the Agency now desires to amend the Agreement to provide for its use by NCPA and NCPA Members only; and

WHEREAS, the Agency also desires to amend the Description of Work set forth in Exhibit A to the Agreement to include road easement maintenance and use of heavy machinery, and to provide for its use by NCPA and NCPA Members only (eliminating use by SCPPA and SCPPA Members); and

WHEREAS, the Parties have agreed to modify the Agreement to amend the compensation schedule on Exhibit B to add newly acquired heavy equipment rates; 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 Contractor an amount **NOT TO EXCEED** one million dollars (\$1,000,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor’s fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

2. **Exhibit A – Scope of Work** is amended and restated to read in full as set forth in the attached Exhibit A.
3. **Exhibit B – Compensation Schedule** is amended and restated to read in full as set forth in the Attached Exhibit B.
4. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

KIMBERLY FIELDS dba K WEATHERMAN
LOGGING

KIMBERLY FIELDS, Owner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Kimberly Fields dba K. Weatherman Logging ("Contractor") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by the Agency and its Members, including:

- Vegetation management including tree falling, climbing, brush removal, weed abatement, chipping and hauling;
- Clear rock slides and other debris restricting project access;
- Road and easement maintenance;
- Rental and operation of heavy machinery; and
- Other maintenance services, as needed.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

1 vehicle, 2 people and tools	\$300.00 per hour
Chipper	\$400.00 per day
Dum truck for brush removal	\$400.00 per day
Pickup and trailer	\$400.00 per day
Tree climber	\$150.00 per hour
Extra labor & Equipment Operator	\$125.00 per hour
287B Caterpillar*	\$350.00 per day

*287B Caterpillar can also be rented by the week for \$1400 or month for \$4,200.



Commission Staff Report

Date: January 9, 2020

COMMISSION MEETING DATE: January 16, 2020

SUBJECT: Ronwright Logging Lumber Construction, Inc. – First Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following Projects: All Northern California Power Agency (NCPA) Facilities and NCPA Members.

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval of Resolution 20-06 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Ronwright Logging Lumber Construction, Inc., with any non-substantial changes as recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$1,000,000 and expanding the Scope of Work to include road and easement maintenance, for continued use at any facilities owned and/or operated by NCPA and NCPA Members.

BACKGROUND:

Vegetation management services are required to maintain transmission line clearances, road easements, and other access to project fixtures from time to time for the operation and maintenance of facilities owned and/or operated by NCPA and NCPA Members. Ronwright Logging Lumber Construction, Inc. is a provider of these services. NCPA's Hydroelectric Facility has worked with Ronwright Logging for about 2 years and has been pleased with their responsiveness and competitive pricing. Ronwright was the successful bidder on a job to clear vegetation from the banks of the Collierville Powerhouse's tailrace. The job required creativity to complete due to the steepness of the banks causing difficult access to the vegetation to be cleared, and NCPA was pleased with the vendor's performance in overcoming these challenges.

NCPA entered into a five-year Multi-Task General Services Agreement with Ronwright Logging Lumber Construction, Inc., effective May 14, 2018, for an amount not to exceed \$225,000. This vendor has been the successful bidder on a number of projects, and the contract is now running low on funds. NCPA now desires to amend the current agreement to increase the not to exceed amount from \$225,000 to \$1,000,000. NCPA also desires to amend the Scope of Work to include heavy machinery usage and road easement maintenance, and to provide for its use by NCPA and NCPA Members only (eliminating use by SCPPA and SCPPA Members). This agreement is available for use at any facility owned and/or operated by NCPA or NCPA Members. NCPA has agreements in place for similar services with Kimberly Fields dba K. Weatherman Logging, and Tanner Logging, Inc.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on January 8, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on January 6, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution
- Multi-Task General Services Agreement between NCPA and Ronwright Logging Lumber Construction, Inc.
- First Amendment to Multi-Task General Services Agreement between NCPA and Ronwright Logging Lumber Construction, Inc.

RESOLUTION 20-06

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES AGREEMENT
WITH RONWRIGHT LOGGING LUMBER CONSTRUCTION, INC.

(reference Staff Report #107:20)

WHEREAS, vegetation management services are required to maintain transmission line clearances and access roads from time to time at facilities owned and/or operated by the Northern California Power Agency (NCPA) and NCPA Members; and

WHEREAS, Ronwright Logging Lumber Construction, Inc. is a provider of these services; and

WHEREAS, NCPA entered into a five-year Multi-Task General Services Agreement with Ronwright Logging Lumber Construction, Inc. on May 14, 2018; and

WHEREAS, NCPA's Hydroelectric Facility has used the contract to remove vegetation from the Collierville Tailrace and other projects, resulting in the current agreement running low on funds; and

WHEREAS, NCPA now seeks to increase the not-to-exceed amount from \$225,000 to \$1,000,000 to ensure sufficient funds are available for the remaining contract term; and

WHEREAS, NCPA also desires to amend Exhibit A – Scope of Work to include the use of heavy machinery and road easement maintenance to better describe services available to meet project needs, and to provide for its use by NCPA and NCPA Members only (eliminating use by SCPPA and 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 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 First Amendment to Multi-Task General Services Agreement with Ronwright Logging Lumber Construction, Inc, with any non-substantial changes as approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$225,000 to \$1,000,000, and expanding the Scope of Work to include heavy machinery usage and road easement maintenance, for continued use at all facilities owned and/or operated by NCPA and NCPA Members.

PASSED, ADOPTED and APPROVED this ___ day of ____, 2020 by the following vote on roll call:

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
RONWRIGHT LOGGING LUMBER CONSTRUCTION, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Ronwright Logging Lumber Construction, Inc., a corporation with its office located at 822 Sawmill Road, Camp Connell, CA 95223 ("Contractor") (together sometimes referred to as the "Parties") as of May 14, 2018 ("Effective Date") in Roseville, California.

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

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

agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000)** for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$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. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention 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. Intentionally omitted.

4.4 Pollution Insurance. Intentionally omitted.

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Agency shall have the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

Contractor shall be required to submit to the Agency during the contract period, copies of Public Works payroll reporting information per California Department of

Industrial Relations, Form A- 1-131 (New 2-80) concerning work performed under this Agreement.

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

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

have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Contractor hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if

applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies In Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the

Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

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

conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCPA or SCPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

Ron Glass, President
Ronwright Logging Lumber Construction, Inc.
P.O. Box 4399
Camp Connell, CA 95223

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

13.10 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and

Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

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

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

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

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

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

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

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

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

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

13.14 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with

legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

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

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

NORTHERN CALIFORNIA POWER AGENCY

RONWRIGHT LOGGING LUMBER
CONSTRUCTION, INC.

Date 5/14/18

Date 5/2/18



RANDY HOWARD, General Manager



RON GLASS, President

Attest:



Assistant Secretary of the Commission

Approved as to Form:



General Counsel

EXHIBIT A

SCOPE OF WORK

Ronwright Logging Lumber Construction, Inc. ("Contractor") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by the Agency, its Members, SCPPA, or SCPPA Members, including:

- **Falling trees;**
- **Chipping;**
- **Brush removal;**
- **Hauling;**
- **Snow removal; and**
- **Other vegetation management services as necessary.**

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:

RONWRIGHT LOGGING - LUMBER - CONSTRUCTION INC
 PO BOX 4399, Camp Connell CA 95223
 Ron 707-766-4410 Travis 415-408-8403 Stacie 209 795 6710
 Contractors Lic# 545954 / Timber Operators Lic# A-1427

Equipment Only Rates Per Hour:	Total Rate
Snow Related:	
PLOW truck	\$205.00
Trackless Snowblower	\$223.20
Snow cat w/tiller & track setter	\$237.67
Snow Cat w/ Backhoe	\$400.02
Walk Behind Snow Blower	\$111.53
W11B Loader/Tool carrier	\$211.27
Komatsu 180	\$235.27
JD 544 Loader	\$235.27
JD 644 Loader 2Hr Minimum	\$283.27
Backhoe:	
580 Super L backhoe	\$237.02
Loaders:	
TR70 Bobcat	\$277.27
100e Crawler loader/skidder	\$229.27
JCB Loader with gannonbox	\$211.27
W11B Loader/tool carrier	\$211.27
Komatsu 180	\$235.27
JD 544 Loader	\$235.27
JD 644 Loader 2Hr Minimum	\$283.27
Dozers:	
D21A Grapple/Skidder/Dozer	\$277.27
JD 750 6-way blade dozer 5hr Min	\$325.27
Forestry	
Tracked mulcher	\$442.70
Vermeer chipper w/winch	\$278.33
Chip truck 15 Yards	\$202.64
Stump grinder	
Kobelco ED150with Fecon or Sashbuster Head	\$448.70
Kobelco ED150 with Helac Bucket and/or tilt	\$370.70
Komatsu PC78 w/ Grapple or thumb and bucket	\$310.79

Wildland Firetruck 800Gal	\$261.83
Self loader log truck	\$258.83
Trucks and Trailers:	
Dodge Flatbed Dump truck/Trailer Tow Rig	\$171.92
Chevy 3500 with Lift Gate	\$201.92
Goose neck trailer	\$57.00
Car Trailer	\$30.00
Hand Tools	
Chain saw	\$ 100.61
Weed whacker	\$ 104.21
Brush cutter	\$ 116.21
Pole chain saw	\$ 116.21
Gas post puller	
60Lb Electric Jackhammer	
Powered Track Carrier	
Blasting:	
Blasting- Min Per Hole	\$197.86
\$ Per Number of Charges Per Hole	\$35.00
Cobraombi Rock Drill	\$189.32
Restoration Equipment:	
Ventilation Fans	\$24/Per Day
Dehumidifier	\$55/Per Day
Generator 2K	\$52/Per Day
Pumps: Large Trash Pump	\$70/Per Day
Small Trash Pump	\$40/Per Day
Large Electric Sump	\$28/Per Day
Gas High Pressure Pump	\$70/Per Day
Work Light with Stand	\$12/Per Day
Wat Vacuum	\$19/Per Day
Space Heater	\$44/Per Day
Pressure Washer Trailer	
Laborer Rates	
General Laborer	\$ 80.21
Traffic Flagger	\$ 80.21
Tree Faller/Logger	\$ 80.51
Heavy Duty Repairman and/or Welder	\$ 105.67
Limbers/Brushloaders/Pliers	\$ 80.21

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

The rates set forth above are valid from March 2018 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 Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Ron Glass President

(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

Ronwright Logging Lumber Construction 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.

Ron Glass

(Signature of officer or agent)

Dated this 2nd day of May, 20 18.

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

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

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

DATED: 5/2/18

Name of Employer Ronwright Logging Lumber Construction Inc

Ron Glass President
(Authorized Officer & Title)

[Signature]
(Address)

P.O. Box 4399
822 Sawmill Road
Camp Council Ca. 95223



**FIRST AMENDMENT TO MULTI TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND RONWRIGHT LOGGING LUMBER
CONSTRUCTION, INC.**

This First Amendment (“Amendment”) to the Multi Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Ronwright Logging Lumber Construction, Inc. (“Contractor”) (collectively referred to as “the Parties”) as of _____, 202_.

WHEREAS, the Parties entered into a Multi Task General Services Agreement dated effective May 14, 2018, (the “Agreement”) for contractor to provide vegetation management services for NCPA, NCPA Members, SCPPA and 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 Agency now desires to amend the Agreement to provide for its use by NCPA and NCPA Members only; and

WHEREAS, the Agency also desires to amend the Description of Work set forth in Exhibit A to the Agreement to include road easement maintenance and use of heavy machinery, and to provide for its use by NCPA and NCPA Members only (eliminating use by SCPPA and SCPPA Members); 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 Contractor an amount **NOT TO EXCEED** one million dollars (\$1,000,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor’s fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

2. **Exhibit A – Scope of Work** is amended and restated to read in full as set forth in the attached Exhibit A.

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

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

RONWRIGHT LOGGING LUMBER
CONSTRUCTION, INC.

RON GLASS, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Ronwright Logging Lumber Construction, Inc. ("Contractor") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by the Agency and its Members, including:

- Vegetation management including tree falling, climbing, brush removal, weed abatement, chipping and hauling;
- Clear rock slides and other debris restricting project access;
- Road and easement maintenance;
- Rental and operation of heavy machinery; and
- Other maintenance services, as needed.

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



Commission Staff Report

Date: January 9, 2020

COMMISSION MEETING DATE: January 16, 2020

SUBJECT: Tanner Logging, Inc. – Second Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following Projects: All Northern California Power Agency (NCPA) Facilities and NCPA Members.

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 20-07 authorizing the General Manager or his designee to enter into a Second Amendment to the Multi Task General Services Agreement with Tanner Logging, Inc., with any non-substantial changes as recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$1,000,000 and expanding the Scope of Work to include road and easement maintenance, for continued use at any facilities owned and/or operated by NCPA and NCPA Members.

BACKGROUND:

Vegetation management services are required to maintain transmission line clearances, road easements, and other access to project fixtures from time to time for the operation and maintenance of facilities owned and/or operated by NCPA and NCPA Members. Tanner Logging, Inc. is a provider of these services. NCPA's Hydroelectric Facility has worked with Tanner Logging for about 2 years. Tanner Logging was able to use masticating equipment to restore access and transmission line clearance to a previously inaccessible portion due to dense vegetation overgrowth. NCPA was pleased with the vendor's performance on this challenging project.

NCPA entered into a five-year Multi Task General Services Agreement with Tanner Logging, Inc., effective February 16, 2018, for an amount not to exceed \$225,000. The First Amendment to the MTGSA, executed on April 23, 2018, updates the rate sheet in the contract to comply with prevailing wage requirements. Due to NCPA's Hydroelectric Facility's use of this contract for a number of projects, the agreement is running low on funds. NCPA now desires to amend the current agreement to increase the not to exceed amount from \$225,000 to \$1,000,000. NCPA also desires to amend the Scope of Work to include heavy machinery usage and road easement maintenance, and to provide for its use by NCPA and NCPA Members only (eliminating use by SCPPA and SCPPA Members). This agreement is available for use at any facility owned and/or operated by NCPA and NCPA Members. NCPA has agreements in place for similar services with Kimberly Fields dba K. Weatherman Logging, and Ronwright Logging, Inc.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on January 8, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on January 6, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (4):

- Resolution
- Multi-Task General Services Agreement between NCPA and Tanner Logging, Inc.
- First Amendment to Multi-Task General Services Agreement between NCPA and Tanner Logging, Inc.
- Second Amendment to Multi-Task General Services Agreement between NCPA and Tanner Logging, Inc.

RESOLUTION 20-07

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A SECOND AMENDMENT TO THE MULTI-TASK GENERAL SERVICES AGREEMENT
WITH TANNER LOGGING, INC.

(reference Staff Report #108:20)

WHEREAS, vegetation management services are required to maintain transmission line clearances and access roads from time to time at facilities owned and/or operated by the Northern California Power Agency (NCPA) and NCPA Members; and

WHEREAS, Tanner Logging, Inc. is a provider of these services; and

WHEREAS, NCPA entered into a five-year Multi-Task General Services Agreement with Tanner Logging, Inc. on February 16, 2018; and

WHEREAS, the First Amendment, dated effective April 23, 2018, modified the compensation schedule on Exhibit B to comply with prevailing wage requirements of the Department of Industrial Relations (DIR); and

WHEREAS, the NCPA Hydroelectric Facility has used the contract to remove vegetation from sections of transmission lines which are difficult to access, resulting in the current agreement running low on funds; and

WHEREAS, NCPA now seeks to increase the not-to-exceed amount from \$225,000 to \$1,000,000 to ensure sufficient funds are available for the remaining contract term; and

WHEREAS, NCPA also desires to amend Exhibit A – Scope of Work to include the use of heavy machinery and road easement maintenance to better describe services available to meet project needs, and to provide for its use by NCPA and NCPA Members only (eliminating use by SCPPA and 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 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 General Services Agreement with Tanner Logging, Inc., with any non-substantial changes as approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$225,000 to \$1,000,000 and expanding the Scope of Work to include heavy machinery usage and road easement maintenance, for continued use at all facilities owned and/or operated by NCPA and NCPA Members.

PASSED, ADOPTED and APPROVED this ___ day of _____, 2020 by the following vote on roll call:

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
TANNER LOGGING, INC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Tanner Logging, Inc., a corporation with its office located at 113 Main Street, Murphys, CA 95247 ("Contractor") (together sometimes referred to as the "Parties") as of February 16, 2018 ("Effective Date") in Roseville, California.

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

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

agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000)** for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$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. Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention 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. Intentionally omitted.

4.4 Pollution Insurance. Intentionally omitted.

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Agency shall have the right to require Contractor to provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding

Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

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

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Contractor or by any subcontractor under Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;
 - 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

9.4 Confidential Information and Disclosure.

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

agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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

Section 10. PROJECT SITE.

- 10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.
- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

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

- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

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

whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

Ron Tanner, Treasurer
Tanner Logging, Inc.
P.O. Box 1603
Murphys, CA 95247
209-768-8013

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

- 13.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 13.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

TANNER LOGGING, INC.

Date 2/16/18

Date 2/14/18


RANDY HOWARD, General Manager


RON TANNER, Treasurer

Attest:


Assistant Secretary of the Commission

Approved as to Form:


General Counsel

EXHIBIT A

SCOPE OF WORK

Tanner Logging, Inc. ("Contractor") as requested by Northern California Power Agency ("Agency"), Agency Members, SCPPA, or SCPPA Members, shall perform the following services including, without limitation:

- **Falling trees;**
- **Chipping;**
- **Brush removal;**
- **Hauling; and**
- **Other vegetation management services as necessary.**

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. Pricing for services to be performed at NCPA, NCPA Member or SCPPA locations will be quoted at the time services are requested. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Tanner Logging
PO Box 1603
Murphys, CA 95247

2018 Rate Sheet

3-27-18 Rates Superseded. After receiving advice from the DIR, Tanner had to adjust rates to compensate for increased prevailing wages. See current rate sheet on next page.

<u>Equipment</u>	<u>Hourly Rate</u>
Tigercat / Masticator	\$232
527 cat Track Skidder	\$178
525 Wheel Skidder	\$158
12 Grader	\$158
Wheel Tractor / Box Scraper	\$94
Faller	\$93
Tree Trimmer	\$26
Tree Climber	\$103
Transport 3 Axel Truck 16 Wheel trailer	\$135
Pilot Car	\$45

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

The rates set forth above are valid from January 2018 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 Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

Tanner Logging
PO Box 1603, Murphys, CA 95247

2018 Rate Sheet

Equipment	Hourly Rate
Tigercat Masticator	\$ 344.00
527 Dozer/Push CAT or *Grader Power Blade or Skidder 525 Tractor Drawn Box Scraper	\$ 258.00
Tree Climber, Faller, chain saw operator	\$ 123.00
Laborer - general, brushing or cleanup	\$ 130.00
Transport 3 Axel Truck, 16 Wheel Trailer	\$ 266.00
Pilot Car and driver	\$ 138.00
*overtime when needed by NCPA for snow removal - road maintenance	

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Ronald Tanner, Treasurer

(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 Tanner Logging

(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.

Ronald Tanner
(Signature of officer or agent)

Dated this 14 day of 2, 20 18.

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

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 __.

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

EXHIBIT E – NOT APPLICABLE

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



FIRST AMENDMENT TO MULTI TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND TANNER LOGGING, INC.

This First Amendment ("Amendment") to Multi Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Tanner Logging, Inc. ("Contractor") (collectively referred to as "the Parties") as of April 23, 2018

WHEREAS, the Parties entered into a Multi Task General Services Agreement effective February 16, 2018, (the "Agreement") for Tanner Logging, Inc. to provide vegetation management services for the NCPA Hydroelectric Project; and

WHEREAS, the Parties have agreed to modify the Agreement to amend the compensation schedule on Exhibit B provided with the contract due to Department of Industrial Relations (DIR) prevailing wage requirements; 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. **Exhibit B – COMPENSATION SCHEDULE** is amended and restated to read in full as set forth in the Attached Exhibit B.
2. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: 4/23/18

Date: 3.29.2018

NORTHERN CALIFORNIA POWER AGENCY

TANNER LOGGING, INC.

Randy S Howard
RANDY S. HOWARD, General Manager

Richard J. Tanner
RICHARD TANNER, President

Attest:


Assistant Secretary of the Commission

Approved as to Form:



Assistant General Counsel

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. Pricing for services to be performed at NCPA, NCPA Member or SCPPA locations will be quoted at the time services are requested. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Tanner Logging
PO Box 1603, Murphys, CA 95247

2018 Rate Sheet

Equipment	Hourly Rate
TigerCat Masticator	\$ 344.00
527 Dozer/Push CAT or *Grader Power Blade or Skidder 525 Tractor Drawn Box Scraper	\$ 258.00
Tree Climber, Faller, chain saw operator	\$ 123.00
Laborer general, brushing or cleanup	\$ 130.00
Transport 3 Axel Truck, 16 Wheel Trailer	\$ 266.00
Pilot Car and driver	\$ 138.00
*overtime when needed by NCPA for snow removal road maintenance	

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

The rates set forth above are valid from January 2018 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 Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.



SECOND AMENDMENT TO MULTI TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND TANNER LOGGING, INC.

This Second Amendment (“Amendment”) to the Multi Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Tanner Logging, Inc. (“Contractor”) (collectively referred to as “the Parties”) as of _____, 202__.

WHEREAS, the Parties entered into a Multi Task General Services Agreement dated effective February 16, 2018, (the “Agreement”) for contractor to provide vegetation management services for NCPA, NCPA Members, SCPPA and SCPPA Members; and

WHEREAS, the First Amendment modified the compensation schedule on Exhibit B to comply with prevailing wage requirements of the Department of Industrial Relations (DIR) dated effective April 23, 2018; 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 Agency now desires to amend the Agreement to provide for its use by NCPA and NCPA Members only; and

WHEREAS, the Agency also desires to amend the Description of Work set forth in Exhibit A to the Agreement to include road easement maintenance and use of heavy machinery, and to provide for its use by NCPA and NCPA Members only (eliminating use by SCPPA and SCPPA Members); 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 Contractor an amount **NOT TO EXCEED** one million dollars (\$1,000,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor’s fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

2. **Exhibit A – Scope of Work** is amended and restated to read in full as set forth in the attached Exhibit A.
3. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

TANNER LOGGING, INC.

RONALD TANNER, Treasurer

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Tanner Logging, Inc. ("Contractor") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by the Agency and its Members, including:

- Vegetation management including tree falling, climbing, brush removal, weed abatement, chipping and hauling;
- Clear rock slides and other debris restricting project access;
- Road and easement maintenance;
- Rental and operation of heavy machinery; and
- Other maintenance services, as needed.

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



Commission Staff Report

Date: January 9, 2020

COMMISSION MEETING DATE: January 16, 2020

SUBJECT: NCPA Geothermal Plant 1 HVAC System Project; Applicable to the following projects: NCPA Geothermal Facility.

AGENDA CATEGORY: Consent

FROM:	Joel Ledesma <i>JL</i> Assistant General Manager	METHOD OF SELECTION: <i>Competitive Pricing Process</i>
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Geothermal	

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval of Resolution 20-08 authorizing the NCPA Geothermal Plant 1 HVAC System Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total not to exceed amount of \$893,817.

BACKGROUND:

The HVAC system at NCPA's Geothermal Plant 1 was originally installed in 1982. This system is no longer performing adequately. Numerous repairs have been made over the past 10 years. Temporary rental equipment is currently be used, therefore, a determination has been made that a new system is required. An HVAC engineering firm was hired to design a system incorporating usable components from the existing system while replacing components that are no longer functional.

FISCAL IMPACT:

The Plant 1 HVAC System Project will cost \$893,817. This project was deferred from FY19 budget to FY20 budget. Purchase orders referencing the terms and conditions of any agreements executed for work related to this project will be issued following NCPA procurement policies and procedures

SELECTION PROCESS:

NCPA is currently soliciting bids from multiple vendors to perform the work required for this project. NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on January 8, 2020, and was recommended for Commission approval on Consent Calendar.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution

RESOLUTION 20-08

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE NCPA GEOTHERMAL PLANT 1 HVAC SYSTEM PROJECT**

(reference Staff Report #109:20)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal Facility near Middletown, CA, consisting of two power plants; and

WHEREAS, the NCPA Geothermal Plant 1 HVAC System is no longer performing efficiently. Numerous repairs have been made over the past 10 years and efforts to keep the system functional have been met with poor success; and

WHEREAS, after multiple attempts to fix the existing system, NCPA staff has determined that a new system is required; 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 approves the NCPA Geothermal Plant 1 HVAC System Project, and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$893,817.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020 by the following vote on roll call:

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



Commission Staff Report

Date: January 9, 2020

COMMISSION MEETING DATE: January 16, 2020

SUBJECT: NCPA Geothermal Plant 2 Unit 4 NCG Steam Ejector Replacement Project;
Applicable to the following projects: NCPA Geothermal Plant 2 Facility.

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 20-09 authorizing the NCPA Geothermal Plant 2 Unit 4 NCG Steam Ejector Replacement Project, and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$300,000.

BACKGROUND:

The NCPA Geothermal Plant 2 Unit 4 NCG Steam Ejector Replacement Project will include upgrading the existing steam ejectors at NCPA's Geothermal Plant 2. This work is a part of NCPA's asset management program to ensure the plant continues to operate at an optimal level. This upgrade will increase steam production and lessen auxiliary steam usage. NCPA staff estimates that these upgrades will result in a gain of approximately 0.25 MW in generation for the Geothermal facility.

FISCAL IMPACT:

The NCPA Geothermal Plant 2 Unit 4 NCG Steam Ejector Replacement Project was included as a part of NCPA's Geothermal facility FY20 budget, approved in the May 28, 2019 Commission meeting (Resolution 19-43). This project was originally budgeted to cost \$200,000. The forecasted project cost has increased, and staff is now seeking an additional \$100,000, for a total revised project cost not to exceed \$300,000. The additional requested funds can be absorbed within the FY20 budget, and no budget augmentation is required.

SELECTION PROCESS:

NCPA is currently soliciting bids from multiple vendors to perform the work required for this project. NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on January 8, 2020, and was recommended for Commission approval on Consent Calendar.

Respectfully submitted,

A handwritten signature in blue ink that reads "Randy S. Howard". The signature is written in a cursive style with a large initial "R" and "H".

RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution

RESOLUTION 20-09

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE NCPA GEOTHERMAL PLANT 2 UNIT 4 NCG STEAM EJECTOR
REPLACEMENT PROJECT

(reference Staff Report #110:20)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal Facility near Middletown, CA, consisting of two power plants; and

WHEREAS, the NCPA Geothermal Plant 2 Unit 4 NCG Steam Ejector Replacement Project will include upgrading the existing steam ejectors at NCPA's Geothermal Plant 2; and

WHEREAS, this upgrade will increase steam production and lessen auxiliary steam usage. NCPA staff estimates that these upgrades will result in a gain of approximately 0.25 MW in generation for the Geothermal facility; 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 approves the NCPA Geothermal Plant 2 Unit 4 NCG Steam Ejector Replacement Project, and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval from the Commission, for a total not to exceed of \$300,000.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020 by the following vote on roll call:

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



Commission Staff Report

Date: January 7, 2020

COMMISSION MEETING DATE: January 16, 2020

SUBJECT: Approval of Amendment No. 2 to the Services Agreement between Northern California Power Agency and the City of San José

AGENDA CATEGORY: Discussion/Action

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

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

RECOMMENDATION:

Staff recommends that the Commission of Northern California Power Agency (NCPA) approve Amendment No. 2 to the Services Agreement between NCPA and the City of San José, pursuant to Resolution 20-10, and to authorize the General Manager of NCPA to execute Amendment No. 2 to the Services Agreement, acting on behalf of NCPA, including any non-substantive modifications to Amendment No. 2 to the Services Agreement approved by NCPA's General Counsel.

BACKGROUND:

NCPA entered into a Services Agreement with the City of San José on May 7, 2018 (Services Agreement), through which NCPA supplies a variety of wholesale market services to the San José Clean Energy Community Choice Aggregation Program (SJCE) that is administered by the City of José.

Pursuant to the Services Agreement, the initial term of the Services Agreement is set to end on August 31, 2020 (Initial Term). The City of San José has expressed interest in extending the term of the Services Agreement beyond the Initial Term. Specifically, the City of San José has requested that the term of the Services Agreement be extended through August 31, 2021 at the end of the Initial Term.

The City of San José has also requested that the Services Agreement be revised to remove the obligation for SJCE to register its own Scheduling Coordinator account (SCID) with the California Independent System Operator (CAISO), and to subsequently transfer its portfolio to such SCID by a defined date.

DISCUSSION:

In response to the City of San José's request to extend and modify the terms and conditions of the Services Agreement, NCPA staff has developed Amendment No. 2 to the Services Agreement to (i) extend the term of the agreement through August 31, 2021 at the end of the Initial Term, and (ii) remove the obligation for SJCE to register its own SCID and transfer its portfolio to such SCID by a defined date.

By removing the obligation for SJCE to register its own SCID and transfer its portfolio to such SCID by a defined date, SJCE's portfolio will continue to be scheduled under NCPA's Scheduling Coordinator portfolio. Under this structure, SJCE's net load liability will continue to be included in NCPA's Estimated Aggregate Liability. To mitigate the risk of scheduling SJCE's portfolio under NCPA's Scheduling Coordinator account, SJCE is required to maintain a security deposit with NCPA to be used as collateral. The amount of SJCE's security deposit is a function of SJCE's net load position, adjusted based on the status of SJCE's portfolio.

FISCAL IMPACT:

By extending the Services Agreement for one (1) additional year beyond the Initial Term, NCPA will receive \$655,452 as compensation for the services rendered to the City of San José. NCPA's administrative costs for development of Amendment No. 2 to the Services Agreement

will be allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation provided herein was reviewed by the Facilities Committee on January 8, 2020, and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 20-10
- Amendment No. 2 to Services Agreement between NCPA and the City of San José

RESOLUTION 20-10

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING AMENDMENT NO. 2 TO SERVICES AGREEMENT BETWEEN NORTHERN CALIFORNIA POWER AGENCY AND CITY OF SAN JOSE

(reference Staff Report #111:20)

WHEREAS, the Northern California Power Agency (NCPA) entered into a Services Agreement with the City of San José on May 7, 2018 (Services Agreement), through which NCPA supplies a variety of wholesale market services to the San José Clean Energy Community Choice Aggregation Program (SJCE) that is administered by the City of José; and

WHEREAS, pursuant to the Services Agreement, the initial term of the Services Agreement is set to end on August 31, 2020 (Initial Term), and the City of San José has expressed interest in extending the term of the Services Agreement beyond the Initial Term; and

WHEREAS, specifically, the City of San José has requested that the term of the Services Agreement be extended through August 31, 2021 at the end of the Initial Term; and

WHEREAS, the City of San José has also requested that the Services Agreement be revised to remove the obligation for SJCE to register its own Scheduling Coordinator account (SCID) with the California Independent System Operator (CAISO), and to subsequently transfer its portfolio to such SCID by a defined date; and

WHEREAS, in response to the City of San José's request to extend and modify the terms and conditions of the Services Agreement, NCPA staff has developed Amendment No. 2 to the Services Agreement to (i) extend the term of the agreement through August 31, 2021 at the end of the Initial Term, and (ii) remove the obligation for SJCE to register its own SCID and transfer its portfolio to such SCID by a defined date; and

WHEREAS, by removing the obligation for SJCE to register its own SCID and transfer its portfolio to such SCID by a defined date, SJCE's portfolio will continue to be scheduled under NCPA's Scheduling Coordinator account, and under this structure, SJCE's net load liability will continue to be included in NCPA's Estimated Aggregate Liability; and

WHEREAS, to mitigate the risk of scheduling SJCE's portfolio under NCPA's Scheduling Coordinator account, SJCE is required to maintain a security deposit with NCPA to be used as collateral, and the amount of SJCE's security deposit is a function of SJCE's net load position, adjusted based on the status of SJCE's portfolio; and

WHEREAS, by extending the Services Agreement for one (1) additional year beyond the Initial Term, NCPA will receive \$655,452 as compensation for the services rendered to the City of San José, and NCPA's administrative costs for development of Amendment No. 2 to the Services Agreement will be allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts and approves Amendment No. 2 to the Services Agreement between NCPA and the City of San José, and authorizes the General Manager of NCPA to execute Amendment No. 2 to the Services Agreement, acting on behalf of NCPA, including any non-substantive modifications to Amendment No. 2 to the Services Agreement approved by NCPA's General Counsel.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020, by the following vote on roll call:

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

 ROGER FRITH
 CHAIR

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY

**Services Agreement
Between
Northern California Power Agency
and
City of San José**

AMENDMENT NO. 2

This Amendment No. 2 (“Amendment No. 2”) to the Services Agreement between the Northern California Power Agency, a joint powers agency of the State of California (“NCPA”), and the City of San José, a municipal corporation (“Customer”), each individually a “Party” and collectively the “Parties”, dated as of May 7, 2018, as such may be amended from time to time, (the “Services Agreement”) is made this ___ day of _____, 20__ with reference to the following facts, among others:

- A. Pursuant to the terms and conditions of the Services Agreement, NCPA supplies certain Services to Customer.
- B. Pursuant to Section 5.1 of the Services Agreement, at the end of the Initial Term of the Services Agreement, or any subsequent term of the Services Agreement, the term of the Services Agreement may be extended by Customer for an additional two (2) year period, or an alternative period of time as agreed to by the Parties, unless a Party provides written Notice of Termination pursuant to Section 5.2 of the Services Agreement, of its election not to extend the term of the Agreement.
- C. The Parties desire to amend the Services Agreement to extend the term of the Services Agreement for a subsequent term beyond the end of the Initial Term.
- D. The Parties also desire to amend certain terms and conditions of the Services Agreement to enable NCPA to continue acting as Customer’s Scheduling Coordinator.

NOW THEREFORE, THE PARTIES AGREE as follows:

- 1. Pursuant to this Amendment No. 2, at the end of the Initial Term of the Services Agreement, the Parties elect to extend the term of the Services Agreement for a subsequent term that will begin on September 1, 2020 and will continue uninterrupted through August 31, 2021 (the “Second Term”).
- 2. Section 4.2.9 is deleted in its entirety.
- 3. Section 1 of Appendix A (Scheduling Services), the first and second sentence is deleted in its entirety.

Except as otherwise specifically provided herein, all other terms and conditions of the Services Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be duly executed by and through their respective authorized representatives as of the date hereinabove written.

Northern California Power Agency

City of San José

RANDY S. HOWARD, General Manager

LORI MITCHELL, Director

Attest:

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Approved as to Form:

General Counsel

General Counsel