

Minutes - DRAFT

Date: March 26, 2020
To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting / Teleconference

1. Call Meeting to Order and Introductions

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

2. Approve Minutes of the February 20, 2020, Regular Commission Meeting

Motion: A motion was made by Teresa O'Neill and seconded by Mark Chandler to approve the Minutes of the February 20, 2020, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART and Truckee Donner were absent.*

PUBLIC FORUM

No comments from the public addressed the Commission.

Mike Brozo arrived at 9:40 am.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

- Provided an update on the staffing, facilities and other arrangements that are being made due to the COVID-19 outbreak, as well as a brief overview of the state of emergency ordered by Governor Gavin Newsom.
- The state of emergency has greatly impacted the energy markets and energy loads are down for everyone. However, staff continues to watch and provide updates as legislation continues to change due to COVID-19.
- At this time, the Lodi Energy Center is down due to the turbine rotor failure.
- Currently working on the settlement of TO20 case (STARprocess) and the transmission costs. The case is very close to complete and should see a partial payment soon.
- Pacific Gas and Electric Company (PG&E) is coming out of bankruptcy unchanged and will be able to collect their losses from ratepayers.

- The NCPA Human Resource department implemented a 30-day Kindness Program. Staff will provide the program to the Members for their use.

4. Executive Committee

Committee Chair Frith reported the Committee met once, via teleconference, since the last Commission meeting, and heard reports from the General Manager and General Counsel. The Committee discussed item 19 on today's agenda and recommended Commission approval.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met once since the last Commission meeting. The Committee met and discussed Consent items 13, 14 and 15 on today's agenda. A quorum of the Committee was established. The Committee did recommend Commission approval of all items.

6. Finance Committee

Finance Committee Chair Greg Scharff reported that Committee met once since the last Commission meeting. The Finance Committee held a special meeting on February 25th to review a potential refunding opportunity of the 2012 Hydroelectric bonds. The Committee provided direction to NCPA staff to begin the process of finding a bank and preparing the required documentation to enter into a forward starting swap. The estimated NPV savings was over 20% or \$15.7 million and even more at today's rates. While this action doesn't commit the Agency into the refunding, it allows staff time to negotiate key terms within the documents. A formal recommendation from the Finance Committee to the Commission is not expected until April or May. The next Committee meeting is scheduled for May 12, 2020, at 10:30 am.

7. Legal Committee

General Counsel Jane Luckhardt reported that the Committee did not meet since the last Commission meeting. The next meeting is scheduled on April 2, 2020.

8. Legislative & Regulatory Affairs Committee

Committee Chair Mark Chandler reported that the Legislative & Regulatory Affairs Committee did not meet since the last Commission meeting. Committee Chair Chandler mentioned that staff is engaging on the COVID-19 outbreak policy developments at the state and federal levels; Scott Tomashefsky of NCPA staff was appointed to the National Industry Reliability Team; due to COVID-19 outbreak, the Annual Federal Policy Conference scheduled in April in Washington, DC was unfortunately cancelled, but staff is working on possibility rescheduling the Conference in the fall. The next L&R committee meeting is scheduled on April 15.

9. Members' Announcements & Meeting Reporting

No member announcements or reports.

CONSENT CALENDAR

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

Motion: A motion was made by Teresa O'Neill and seconded by Mark Chandler to approve the Consent Calendar consisting of Items 10-16. The motion carried by a majority of those members present on a roll call vote with the abstentions noted below for each item.

San Francisco BART and Truckee Donner were absent.

10. NCPA's Financials for the Month Ended February 29, 2020 – approval by all members.

11. Treasurer's Report for the Month Ended February 29, 2020 – accept by all members.

12. Sale or Disposal of Surplus Property – note and file by all members for the disposal of the following: Spare Stator Bars from the old Generator (Hydro).

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

13. Resolution 20-24, Integrity Inspections, LLC – Multi-Task General Services Agreement for Specialty Mechanical and Inspection Related Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Integrity Inspections, LLC for specialty mechanical and inspection related 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.

14. Resolution 20-25, Hunt & Sons, Inc., Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Diesel Fuels, Propane, Unleaded Fuel, Oils and Lubricants; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hunt & Sons, Inc. for the purchase of diesel fuels, propane, unleaded fuels, oils and lubricants, 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.

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.

Redding and Shasta Lake abstained.

15. Resolution 20-26, Coffman Engineers, Inc. – Five Year Multi-Task Professional Services Agreement for Fire Protection, Mechanical, Electrical, or Civil 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 Coffman Engineers, Inc. for fire protection, mechanical, electrical, or civil 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.

- 16. Resolution 20-29, Approval of Western Area Power Administration (WAPA) 2020 Renewable Energy Credit (REC) Program Letter of Agreement** – adopt resolution by all members approving the Letter of Agreement developed for administering the Western Area Power Administration (WAPA) 2020 Renewable Energy Credit (REC) Program (WAPA 2020 REC Program), and authorize the General Manager of NCPA to execute the WAPA 2020 REC Program Letter of Agreement, on behalf of NCPA, including any non-substantive modifications to WAPA 2020 REC Program Letter of Agreement approved by NCPA's General Counsel.

Fiscal Impact: Costs associated with entering into the WAPA 2020 REC Program Letter of Agreement are estimated to be less than \$10,000 for the term of the agreement, and will be allocated according to Base Resource percentages of the represented Members. NCPA's administrative costs for development and administration of the agreement will be allocated to members in accordance with approved cost allocation methodologies as described the NCPA annual budget.

Redding, Roseville, Santa Clara, and Shasta Lake abstained.

DISCUSSION / ACTION ITEMS

- 17. Resolution 20-28, Approval of Exhibit C, Revision 24 to Contract 96-SNR-00110** – adopt resolution by all members approving Exhibit C, Revision 24 to Contract 96-SNR-00110, and authorize the General Manager of NCPA to execute Exhibit C, Revision 24 to Contract 96-SNR-00110, on behalf of NCPA, including any non-substantive modifications to Exhibit C, Revision 24 to Contract 96-SNR-00110 approved by NCPA's General Counsel.

Fiscal Impact: Execution of Exhibit C, Revision 24 to Contract 96-SNR-00110 would establish a commitment by NCPA, specifically the Assigning Members, to provide funds associated with federal FY2024 in the amount of \$11,766,920.94. The obligation to provide funds survives termination of the O&M Agreement, but any and all future obligations would be absolved coincident with the termination of the Base Resource contract.

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

Assistant General Manager Tony Zimmer provided a presentation, gave a brief background on the WAPA Exhibit C Revision 24 to Contract 96-SNR-00110, and described the program objectives. The Commission discussed and agreed with staff's recommendation.

Motion: A motion was made by Jerry Serventi and seconded by Jenelle Osborne to adopt resolution by all members approving Exhibit C, Revision 24 to Contract 96-SNR-00110, and authorize the General Manager of NCPA to execute Exhibit C, Revision 24 to Contract 96-SNR-00110, on behalf of NCPA, including any non-substantive modifications to Exhibit C, Revision 24 to Contract 96-SNR-00110 approved by NCPA's General Counsel. Motion carried on a roll call vote of those members present.

San Francisco BART and Truckee Donner were absent.

Redding, Roseville, Santa Clara, and Shasta Lake abstained.

18. Resolution 20-27, LEC 2020 Spring Outage – adopt resolution by all members authorizing the Lodi Energy Center 2020 Spring Outage and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures without further approval by the Commission, for a total cost not to exceed \$2,060,000.

Fiscal Impact: The budgetary funds to complete the 2020 Spring Outage include \$730,000 of pre-collected funds in the Maintenance Reserve (Account # 265-009-005-610-044-002). Additional funds in the amount of \$412,567 were anticipated in the Fixed Maintenance and \$917,433 in the O&M Project Annual Outage. All items are a part of the FY20 Routine O&M budget.

Assistant General Manager Joel Ledesma gave a verbal update and outlined the scope of work and cost of the Lodi Energy Center Spring Outage for 2020.

Motion: A motion was made by Teresa O'Neill and seconded by Jenelle Osborne to adopt resolution by all members authorizing the Lodi Energy Center 2020 Spring Outage and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures without further approval by the Commission, for a total cost not to exceed \$2,060,000. Motion carried on a roll call vote of those members present.

San Francisco BART and Truckee Donner were absent.

Alameda, Redding and Roseville abstained.

19. Resolution 20-30, Proclaiming the Existence of a Local Emergency Concerning the COVID-19 Virus, Authorizing the General Manager as the Director of Emergency Services to Coordinate Planning, Preparedness and Response Efforts Regarding COVID-19 – adopt resolution all members approving actions to respond to COVID-19 pandemic.

General Manager Randy Howard provided an explanation on the purpose surrounding the proclamation, as well as provided an overview of the measures that have already been put in place at all NCPA facilities. However, at this time, there is no immediate expenditures that need approval. Mr. Howard will provide weekly email updates to the Commission until the state of emergency is lifted.

The recommendation was reviewed at the Executive Committee meeting on March 26, 2020, and the Executive Committee approved recommended Commission approval of Resolution 20-30.

Motion: A motion was made by Mark Chandler and seconded by Teresa O'Neill to adopt resolution by all members approving the following Commission actions to respond to the COVID-19 pandemic:

1. Recognizes the personal sacrifices and dedication of the Agency's employees who continue working to provide vital, essential electric service to the Agency's Members and customers during this global pandemic.
2. Declares that a State of Emergency exists in respect to COVID-19.
3. Authorizes during the existence of said State of Emergency, the General Manager to: 1) exercise the powers, functions and authority as the Director of Emergency Services including those prescribed by state law or by resolution of the Agency, and 2) take all other necessary actions to comply with existing and future emergency enacted federal legislation, executive orders, emergency enacted state legislation, directives of public health officials and similar laws, orders or directives so that the General Manager is hereby empowered to respond effectively to COVID-19.
4. Authorizes the General Manager to enter into such agreements with third persons as may be necessary to restore, repair, or maintain the essential electric services provided by the Agency.
5. Waives the provisions of NCPA Commission Resolution No. 13-79, limiting the purchasing authority of the General Manager to \$250,000 and increases that authority to 4 times the delegated authority, with respect to those purchases of goods and services necessary or required by the Agency during this State of Emergency.

6. Directs the General Manager to weekly, or more frequently as needed, following the approval of resolution through email or during a conference call of the Commission, provide updates, including but not limited to simultaneous updates: of 1) actions taken pursuant to the authority granted by this declaration of a State of Emergency, and 2) information relevant to the declared State of Emergency (including but not limited to, local government responses to COVID-19, and other aspects relevant to the declared emergency) from local, state and federal government officials, in order for Members of the Commission to stay apprised of emergency operations and the impact of the emergency within the Agency.
7. Declares that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, and/or property and finds, based on substantial evidence, that the emergency will not permit a delay resulting from competitive solicitation for bids, and that this action is necessary to respond to the emergency. Based thereon, it is delegated to the General Manager the authority to take such action as may be necessary regarding the repair or replacement of a public facility, including procuring the necessary equipment, services, and supplies without engaging in a competitive bid process.
8. Asserts pursuant to Government Code Section 3100 that all public employees are hereby declared to be disaster service workers (Essential Critical Infrastructure Workers) subject to such disaster service activities as may be assigned to them by their superiors or by law.
9. Affirms pursuant to Executive Order, N-35-20, issued by Governor Gavin Newsom, and the Circular Letter from the California Public Employees' Retirement System (CalPERS), the work hour limitations for retired annuitants is suspended from the date of state of emergency was declared until the State of Emergency is lifted. Under the executive order, the 180-day break in service requirement under Government Code section 7522.56(f) is suspended for retired annuitants hired to ensure adequate staffing during the State of Emergency.
10. Authorizes the General Manager as needed to coordinate with the IBEW 1245, the Hydroelectric Employee Association and non-represented Agency staff to adjust work hours, work days, create temporary camps or lodging to isolate employees from the general population, expand the number of Agency employees or take any other action necessary to retain, restore, and maintain Agency operations to ensure the Agency can continue to provide essential electric service, and further and only if needed, direct Agency employees both represented and non-represented to report as Disaster Service Workers pursuant to California Government Code Section 3100 et. seq.
11. Declares the emergency declaration shall remain in effect until the California Proclamation of a State of Emergency is lifted.

Motion carried on a roll call vote of those members present. *San Francisco BART and Truckee Donner were absent.*

INFORMATION ITEMS

20. Proposed Annual Budget Review for Fiscal Year 2021 – status report, budget preview and presentation for this year's preparation.

Assistant General Manager / CFO Monty Hanks gave a presentation outlining the budget process and timeline, what the proposed budget includes, major drivers of budget changes, salaries and benefits, other operating base budget, and new challenges and pressures impacting the overall budget. Staff will seek Commission approval at the April Commission meeting.

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The March 26, 2020, Commission meeting was adjourned at 11:40 am.

Respectfully submitted,

ROGER FRITH
Commission Chair

Prepared by,

CARY A. PADGETT
Assistant Secretary to the Commission

Attachments

**Northern California Power Agency
Special Commission Meeting / Teleconference
March 26, 2020
COMMISSIONER
Attendance List**

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

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

**Northern California Power Agency
Special Commission Meeting / Teleconference
March 26, 2020
Attendance List**

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

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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: **March 26, 2020**

Consent Items Listed on the Agenda: # 10 to # 14

Consent Items Removed from the Agenda and Approved Separately:

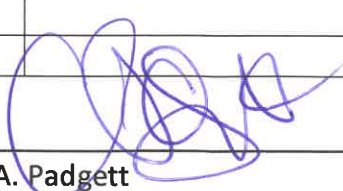
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ROLL-CALL VOTE BY MEMBERS:

SVP / LODI

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
BART			X
Biggs		Y	
Gridley		Y	
Healdsburg		Y	
Lodi		Y	
Lompoc		Y	
Palo Alto		Y	
Port of Oakland		Y	
Redding	14, 16	Y	
Roseville	16	Y	
Santa Clara	16	Y	
Shasta Lake	14, 16	Y	
Truckee Donner			X
Ukiah		Y	
Plumas-Sierra		Y	

ATTEST:


Cary A. Padgett
Assistant Secretary to the Commission



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: April 16, 2020
To: NCPA Commission
Subject: April 1, 2020 Facilities Committee Meeting Minutes

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



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Minutes – Draft

Date: April 8, 2020
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: April 1, 2020 Facilities Committee Meeting Minutes

- 1. Call Meeting to Order & Roll Call** – The meeting was called to order by Committee Chair Brian Schinstock at 9:06 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Harbottle, and Alex Smith (Alameda), Mark Sorensen (Biggs), Paul Eckert (Gridley), Jiayo Chiang (Lodi), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Jared Carpenter (Port of Oakland), Brian Schinstock (Roseville), and Steve Hance, Basil Wong, and Paulo Apolinario (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Lompoc, Redding, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. Approve Minutes from the March 4, 2020 Facilities Committee Meeting.**

Motion: A motion was made by Steve Hance and seconded by Jiayo Chiang recommending approval of the March 4, 2020 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, and Santa Clara. The motion passed.

- 3. All Generation Services Facilities, Members, SCPPA – ORR Protection Systems, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with ORR Protection Systems, Inc. for fire system maintenance services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

This is a new agreement with a new vendor. It is an enabling agreement with no commitment of funds. Geothermal staff contacted ORR Protection Systems, Inc. because they offer California Registered Fire Protection Engineer (FPE) services. Fire preparation/wildfire mitigation is a high

priority for NCPA facilities. After having met with this vendor, staff recommends that NCPA enter into an enabling agreement with ORR Protection Systems, Inc., so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors willing to work in the more remote location of NCPA's Geothermal facility, which will result in more competitive bidding when services are needed. Other agreements in place for similar services include Sabah International, Inc., Bay Cities Fire Protection, Inc., and Fire Safety Supply, Inc. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Brian Schinstock and seconded by Steve Hance recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with ORR Protection Systems, Inc. for fire system maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, and Santa Clara. The motion passed.

- 4. All Generation Services Facilities, Members, SCPPA – Famand, Inc. dba SitelogIQ MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with Famand, Inc. dba SitelogIQ for heating, ventilation, and air-conditioning services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

This is a new agreement with a new vendor, who acquired Indoor Environmental Services (IES). It is an enabling agreement with no commitment of funds. NCPA had a previous agreement in place with IES. SitelogIQ recently acquired Famand Inc., dba IES, and notified NCPA that they will now be operating as Famand, Inc. dba SitelogIQ. Staff recommends that NCPA enter into an enabling agreement with Famand, Inc. dba SitelogIQ so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors willing to work in the more remote location of NCPA's Geothermal facility, which will result in more competitive bidding when services are needed. Other agreements in place for similar services include ACCO Engineered Systems, Inc., Pullman Heating & Cooling, Inc., and Johnson Controls, Inc. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Steve Hance and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Famand, Inc. dba SitelogIQ for heating, ventilation and air-conditioning ("HVAC") maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, and Santa Clara. The motion passed.

- 5. All Generation Services Facilities, Members – Vince Sigal Electric, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Vince Sigal Electric, Inc. for general specialized electrical services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA or NCPA Members. All purchase orders will be

issued following NCPA procurement policies and procedures.

This is a new agreement with a new vendor. It is an enabling agreement with no commitment of funds. Geothermal staff contacted Vince Sigal Electric, Inc., because they have worked near the Geysers area. After having met with this vendor, staff recommends that NCPA enter into an enabling agreement with Vince Sigal Electric, Inc., so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors willing to work in the more remote location of NCPA's Geothermal facility, which will result in more competitive bidding when services are needed. Other agreements in place for similar electrical services include HART High-Voltage, Knight's Electric, Contra Costa Electric, Inc., and Schneider Electric USA, Inc. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Steve Hance and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Vince Sigal Electric, Inc. for specialized electrical services, including labor and materials for miscellaneous maintenance purposes, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at all facilities owned and/or operated by NCPA and NCPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, and Santa Clara. The motion passed.

- 6. All Generation Services Facilities, Members, SCPPA – Stephens Mechanical Corporation MTGSA** – Staff is seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with Stephens Mechanical Corporation for miscellaneous mechanical maintenance services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. ***This item was pulled from the agenda.***

- 7. All Generation Services Facilities – OSIsoft Enterprise Program Agreement** – Staff gave background information and was seeking a recommendation for Commission approval of a five-year PI Software License Agreement with OSIsoft for PI software licensing and remote monitoring, with a not to exceed amount of \$481,000, for use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA is seeking a third renewal of the PI Enterprise Program Agreement with OSIsoft, LLC. PI Software is a tool used at all NCPA facilities, including Roseville Dispatch, to track historical project data for reporting purposes and remote asset monitoring. The software allows NCPA to aggregate disparate data including process data, performance data, emissions data (CEMS), plant equipment data, vibration data, among others to allow monitoring asset performance, and helps to optimize plant operations. The current agreement expired on March 17, 2020. This 2020 PI Software renewal is the third licensing renewal, and usage dates back to 2003. NCPA is heavily invested in PI Software and has a good working relationship with OSIsoft, LLC. As this is specialized software, there are no other agreements with other vendors for the same product. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Steve Hance and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager to enter into an Enterprise Program Agreement with OSIsoft, LLC for PI Software, which shall not exceed \$481,000 over five years, for use at all facilities owned and/or operated by NCPA. A vote was taken by roll call: YES =

Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

- 8. All Generation Services Facilities, Members, SCPPA – Safety Management Systems, LLC MTCSA** – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Safety Management Systems, LLC for safety consulting and training services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

This is a new agreement with a new vendor. It is an enabling agreement with no commitment of funds. A staff member who has previously worked with this vendor, recommends NCPA pursue an enabling agreement with them, based on the level of knowledge this vendor possesses and the quality of work from this vendor on previous projects. NCPA desires to enter into a Multi-Task Consulting Services Agreement with Safety Management Systems, LLC, so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors who can perform these services, which will result in more competitive bidding when services are needed. Other agreements in place for similar services include Yorke Engineering, LLC, Emergency Care Training & Supply, Trinity Consultants, and Cintas Corporation.

Motion: A motion was made by Steve Hance and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Safety Management Systems, LLC for safety training and consulting services, with any non-substantive changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

- 9. All Generation Services Facilities, Members, SCPPA – Pacific Power Engineers, Inc. First Amendment to MTGSA** – Staff provided background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task General Services Agreement with Pacific Power Engineers, Inc., accepting assignment of the agreement to Ulteig Engineers, Inc., with no change to the not to exceed amount, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

On April 26, 2019, NCPA entered into a five year Multi-Task General Services Agreement with Pacific Power Engineers, Inc. to provide meter maintenance, operation, and date services. It is an enabling agreement with no commitment of funds. On January 2, 2020, Pacific Power Engineers, Inc. notified NCPA that it has been acquired by Ulteig Engineers, Inc., and wishes to accept assignment of the contract via a First Amendment to the Multi-Task General Services Agreement. One other enabling agreement is in place for similar services with Trimark Associates, Inc. A draft Commission Staff Report and draft First Amendment with the original agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Pacific Power Engineers, Inc. to transfer assignment of the agreement to Ulteig Engineers, Inc., with any non-substantive changes recommended and approved by the NCPA General Counsel, which shall not exceed

\$2,000,000 over five years, for continued use at all facilities owned and/or operated by NCPA, its Members, by SCPA, or by SCPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

INFORMATIONAL ITEMS

10. FY2021 Annual Budget – Staff provided an informational update on the final FY2021 Annual Budget.

Since the last Facilities Committee meeting on March 4, 2020, the Utility Director's reviewed the proposed budget on March 13, 2020, and the Commissioners reviewed it on March 26, 2020. The overall proposed budget for FY2021 is up by approximately \$25 million largely due to market conditions, contracts, transmission, and business changes. The generation resources have increased by approximately \$14 million due to a lower forward curve resulting in reduced plant revenues. Western has also revised their forecast, which may result in an adjustment for a reduced cost to Members. The final proposed FY2021 budget with final adjustments and allocations, will be ready for Commission approval at the April 16, 2020 Commission meeting. The proposed FY2021 budget is available on NCPA Connect.

11. FY2021 Scheduling Coordination Program Agreement (SCPA), Balancing Account Requirement – Staff presented an informational update to the calculation and deposit requirement for the SCPA program.

Under section 10.1 of the SCPA, prior to NCPA providing Scheduling Coordination Services, a Participant shall deposit into the Balancing Account held by NCPA an amount equal to the three highest months of estimated CAISO invoices from the previous 12 months. Deposits can be satisfied in whole or in part, either in cash or through a clean, irrevocable letter of credit (LOC) satisfactory to the General Manager. NCPA shall maintain a detailed accounting of the share of each Participant's deposit in the Balancing Account. To minimize the impact to Members for the FY2021 deposit requirement, staff would like to mitigate these payments. After discussion, the preference of Members is to bill this out on a quarterly basis starting in July 2020. Payments will be due July 2020, October 2020, January 2021, and April 2021. Payments will be included on the previous months AR Bill. Please contact staff with any questions.

12. Geothermal Cotenancy Update – Staff provided an update regarding Geothermal Cotenancy activities.

NCPA is a cotenant and Party to the Agreement of Cotenancy in the Castle Rock Junction to Lakeville 230-kV transmission line, which connects the NCPA Geothermal projects to the CAISO controlled grid. Parties in the Cotenancy Agreement include PG&E, CDWR, SVP, and NCPA. CDWR provided notice of its intent to withdraw from the Agreement on July 30, 2018, as they currently have no resources in the Geysers area. PG&E attempted to file a unilateral amendment to the Cotenancy Agreement at FERC to formally obligate CDWR to pay for decommissioning costs. FERC ruled that PG&E doesn't have the right to unilaterally amend the Agreement. This issue still remains outstanding.

Staff would like to reengage in negotiations with CDWR and PG&E. NCPA Members need to establish a position on how much capacity to maintain for the transmission line, as well as how to address the long term decommissioning costs. PG&E and CDWR have conflicting positions about the responsibility of the decommissioning costs. PG&E proposed a pro-rata allocation among NCPA, SVP, and PG&E. Key considerations during the negotiations include exposure to wild fire risk, an increase of capacity to enable future developments, such as battery storage, or

even possible withdrawal of NCPA and SVP, if another mechanism in place, could retain NCPA's project deliverability.

The transmission network associated with the Cotnenancy line has been changed over time. Staff has requested PG&E provide a detailed inventory of what equipment and facilities make up the Cotnenancy line. Next steps include working with PG&E to schedule a date on which NCPA and supporting experts will have access to PG&E's maintenance records, and take an active role in monitoring PG&E's maintenance practices. Staff would like to discuss the long-term liability and decommission concepts with CDWR prior to next steps with PG&E.

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

Sonoma Clean Power (SCP) issued a RFP for Schedule Coordinator (SC) Services. NCPA submitted a Statement of Qualifications on February 11, 2020. Staff participated in an interview on February 25, 2020. Staff has just been informed that NCPA has been tentatively selected as SCP's preferred services provider. Staff will present a draft agreement with a limited scope of services for the SC services. The initial term of services will be three years with an automatic extension. Services provided will include scheduling ISTs, loads, and limited resources, similar to EBCE. The estimated costs for services will be \$205,000 per year, with a 2% escalation per year. The liability proposal will include liability for select services limited to cost for services in the event of NCPA's active negligence. This scope of services will not require any additional NCPA staff at this time. Staff will update the Committee as needed.

14. NCPA Generation Services 2020 Outage Schedule Update – Plant Staff provided the Committee with an informational update on the 2020 NCPA plant outage schedules.

CTs – The CT1 Lodi annual maintenance outage has been completed. The CT1 Alameda, Unit 1 annual maintenance outage has also been completed. These two outages were completed a couple of days early. The CT1 Alameda, Unit 2 outage is still in progress with an expected completion of April 15, 2020. The CT2 (STIG) annual maintenance outage has been rescheduled to May 1 – 31, 2020. There is no RA scheduled for this unit during that time. The LEC is in an outage due to turbine failure, and scheduled to be back online June 30, 2020.

Geo – The Geo Plant 2, Unit 4 outage scheduled for April 6 – 16, 2020 was started early as a forced outage due to low turbine oil pressure causing high vibration. It is still scheduled to return to service April 16, 2020. Geo Plant 1, Unit 2 has shortened their originally scheduled outage to April 20 – 23, 2020. Another outage has now been scheduled for Geo Plant 1, Units 1 and 2, October 5 – 12, 2020.

Hydro – Collierville Units 1 and 2, have dual unit trip tests October 10 – 11, 2020. Collierville Unit 1 annual maintenance is scheduled October 12 – 23, 2020. Collierville Unit 2 annual maintenance is scheduled November 9 – 20, 2020. An additional PG&E outage has now been scheduled April 2 – May 9, 2020 for New Spicer Meadow Units 1, 2, and 3. Staff have requested to move the scheduled annual maintenance outages in September for each unit, to be done during this newly scheduled outage.

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

Hydro – March was a better month for the precipitation index bringing the percent of average to 54%. The Central snow water content is now at 56%. More snow and rain is predicted April 4-7, 2020. A new PG&E transmission induced outage has been added for New Spicer Meadow, Units 1, 2, and 3, from April 2 – May 9, 2020. The CA OES Emergency Action Plan is going through the third revision process. The 230-kV Insulator Project was awarded to Wilson Construction for \$2.66 million. The materials have been ordered and construction could start as

early as June. The project should take approximately six weeks with no impact to operations. 157 towers with six insulators on each, will be replaced.

CTs – March was a quiet month for the CTs, with one actual start at CT1. Neither CT had any forecasted starts. The YTD starts for CT1 is 214, with CT2 at 36. There were zero forced outages, and one planned outage at Alameda. Planned outage activities include a generator major, which has been slightly delayed due to Covid-19. Other activities include routine maintenance. The Unit 1 generator circuit breaker is back in service, with Unit 2 installed and waiting to be tested. A transformer leak was found during the Unit 2 outage. The expected completion date is April 15, 2020.

Geo – There were no safety incidents to report for the month of March. Established safety measures are in place to prevent Covid-19 exposure. Plant 1 and 2 were online for most of March averaging 93.5 MW net, with an estimated net generation total of 69.6 GWhrs. The FY2020 net generation is up to 472 GWhrs, of 557.4 GWhrs forecasted. Generation is still down due to the Kincadee fire, but is slowly building back up. An outage was originally planned for Plant 2, Unit 4, from April 6-16, 2020. The unit was taken off line early on March 24, 2020 due to low turbine oil pressure with high bearing vibration. The unit is still scheduled for completion on April 16, 2020 so the outage duration has been extended to 23.5 days. The scope of work includes, turbine rotor repair or replacement, lube oil pump repair, steam ejector replacement, Siemens T3K upgrade, and Stretford repairs.

16. Planning and Operations Update –

- NCPA “Rolling” Renewable RFP on behalf of the Members – Staff issued this RFP on March 25, 2020, which is available on the public website. Staff are developing a proposal tracking tool, and as well as a review team. NCPA has received a couple of RFPs and will present to the Members on a regular frequency.
- Covid-19 Planning and Business Resiliency – NCPA is currently operating in a dual mode operation for Dispatch and Scheduling, with the SCs working at the DRC, and the Dispatchers working at the HQ Dispatch Center. Some staff are working remotely to reduce the risk of exposure. Preventative measures are in place with social distancing, awareness, and cleaning shared surfaces often at all NCPA facilities.
- Resource Adequacy Developments – The CPUC Central Procurement issued Rulemaking 17-09-020 regarding RA enhancements, and import allocations.

17. Next Meeting – The next regular Facilities Committee meeting is scheduled for May 6, 2020.

ADJOURNMENT

The meeting was adjourned at 12:08 pm.

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

[illegible]

Teleconference call only due to Covid19.

Northern California Power Agency April 1, 2020 Facilities Committee Meeting Attendance List

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

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




Commission Staff Report

April 7, 2020

COMMISSION MEETING DATE: April 16, 2020

SUBJECT: March 31, 2020 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval by all members

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the April 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 March 31, 2020 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (1)

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

**Schedule of Disbursements
(Unaudited)**

For the Month of March 2020

Operations:

Geothermal	\$ 1,164,475
Hydroelectric	3,246,639
CT#1 Combustion Turbines	225,337
CT#2 STIG	142,367
Lodi Energy Center	7,818,015
NCPA Operating	<u>34,975,836</u>
Total	<u>\$ 47,572,670</u>

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED MARCH 31, 2020**

PERCENT OF YEAR ELAPSED
75%

	This Month	Actual Year To-Date	FY 2020 Budget	% Used	
<u>GENERATION RESOURCES</u>					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 1,395,018	\$ 14,026,095	\$ 20,767,239	68%	
Debt Service (Net)	2,775,572	24,980,146	33,306,862	75%	
Annual Budget Cost	4,170,590	39,006,241	54,074,101	72%	
Geothermal					
Other Plant Cost	2,403,360	23,011,286	30,365,288	76%	
Debt Service (Net)	412,144	3,709,292	4,945,723	75%	
Annual Budget Cost	2,815,504	26,720,578	35,311,011	76%	
Combustion Turbine No. 1					
	498,565	4,389,663	6,169,530	71%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	56,588	812,748	1,089,118	75%	
Other Plant Cost	167,192	1,728,572	2,552,870	68%	
Debt Service (Net)	483,035	4,347,316	5,796,421	75%	
Annual Budget Cost	706,815	6,888,636	9,438,409	73%	
Lodi Energy Center					
Fuel	138,306	20,529,645	39,513,147	52%	
Other Plant Cost	15,610,261	31,458,572	27,392,586	115%	(a)
Debt Service (Net)	2,171,202	19,540,821	26,054,428	75%	
Annual Budget Cost	17,919,769	71,529,038	92,960,161	77%	
Member Resources - Energy					
	4,564,941	45,744,354	56,228,967	81%	(b)
Member Resources - Natural Gas					
	170,887	3,320,636	3,540,898	94%	(c)
Western Resources					
	2,275,730	15,394,867	23,325,119	66%	
Market Power Purchases					
	2,020,172	17,997,433	15,123,482	119%	(d)
Load Aggregation Costs - CAISO					
	40,051,908	459,633,816	256,029,593	180%	(e)
Net GHG Obligations					
	-	2,555,874	496,955	514%	(f)
	75,194,881	693,181,136	552,698,226	125%	
<u>TRANSMISSION</u>					
Independent System Operator					
Grid Management Charge	551,781	5,333,115	2,813,086	190%	(g)
Wheeling Access Charge	10,254,757	82,727,138	110,581,940	75%	
Ancillary Services	808,621	5,878,625	2,372,540	248%	(h)
Other ISO Charges/(Credits)	(1,443,922)	11,162,426	1,321,289	845%	(i)
	10,171,237	105,101,304	117,088,855	90%	
<u>MANAGEMENT SERVICES</u>					
Legislative & Regulatory					
Legislative Representation	141,188	1,452,140	2,132,130	68%	
Regulatory Representation	60,318	495,309	748,387	66%	
Western Representation	47,101	445,404	745,117	60%	
Customer Programs	14,125	194,778	423,678	46%	
Judicial Action	44,150	413,690	625,000	66%	
Power Management					
System Control & Load Dispatch	398,909	4,419,662	6,082,417	73%	
Forecasting, Planning, Prescheduling & Trading	185,253	1,823,541	2,934,143	62%	
Industry Restructuring & Regulatory Affairs	26,506	270,958	414,479	65%	
Contract Admin, Interconnection Svcs & External Affairs	71,239	691,853	953,716	73%	
Gas Purchase Program	4,616	47,385	77,386	61%	
Market Purchase Project	6,183	65,629	111,270	59%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED MARCH 31, 2020**

PERCENT OF YEAR ELAPSED 75%
--

	This Month	Actual Year To-Date	FY 2020 Budget	% Used
Energy Risk Management	2,270	109,399	211,744	52%
Settlements	61,863	584,467	979,916	60%
Integrated Systems Support	1,949	40,576	243,161	17%
Participant Pass Through Costs	53,627	836,706	1,560,447	54%
Support Services	158,786	1,177,618	-	N/A
	1,278,083	13,069,115	18,242,991	72%
TOTAL ANNUAL BUDGET COST	86,644,201	811,351,555	688,030,072	118%
LESS: THIRD PARTY REVENUE				
Plant ISO Energy Sales	2,697,165	64,221,284	127,623,712	50%
Member Resource ISO Energy Sales	1,324,485	20,852,690	29,156,411	72%
Member Owned Generation ISO Energy Sales	3,505,301	50,111,431	67,107,648	75%
NCPA Contracts ISO Energy Sales	1,275,885	13,806,039	15,623,339	88% (j)
Western Resource Energy Sales	1,178,710	15,254,941	18,304,471	83% (k)
Load Aggregation Energy Sales	26,478,503	265,073,628	-	N/A
Ancillary Services Sales	(253)	4,498,741	4,196,879	107% (l)
Transmission Sales	18,396	82,782	110,376	75%
Western Credits, Interest and Other Income	17,367,319	79,824,091	19,227,470	415% (m)
	53,845,511	513,725,627	281,350,306	183%
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 32,798,690	\$ 297,625,928	\$ 406,679,766	73%

- (a) Increase due to unbudgeted repair costs at LEC due to the forced outage. NCPA received insurance proceeds for these costs and they are reflected below in the "Other Income" section of Third Party Revenue.
- (b) Variance caused by greater than anticipated member contracts for Palo Alto and Port of Oakland.
- (c) Variance caused by greater than anticipated natural gas for Lodi, Lompoc, Gridley, Biggs, Healdsburg, and Ukiah.
- (d) Variance due to unbudgeted market purchases and NCPA contracts. Unbudgeted deals made after the FY20 budget including certain NextEra and Exelon deals.
- (e) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (f) Increase primarily due to greater than anticipated GHG allowances purchased at auction for City of Lodi, BART, San Jose CE, East Bay CE, and Ukiah.
- (g) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (h) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (i) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy.
- (j) Variance due to unbudgeted revenue from market purchases and NCPA contracts. Unbudgeted deals made after the FY20 budget include certain NextEra and Exelon deals.
- (k) Increase due to greater than anticipated MWh. MWhs are 125% of budget at 3/31/20.
- (l) Increase due to greater than projected MWhs of generation.
- (m) Variance caused by unbudgeted revenue from customers, greater than anticipated member contract sales, and insurance reimbursement of costs related to the LEC forced outage.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	March 31,	
	2020	2019
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 26,658	\$ 34,641
Investments	56,030	42,289
Accounts receivable		
Participants	2,823	-
Other	629	9,251
Interest receivable	475	311
Inventory and supplies	8,891	9,746
Prepaid expenses	2,896	1,133
TOTAL CURRENT ASSETS	98,402	97,371
RESTRICTED ASSETS		
Cash and cash equivalents	60,120	60,733
Investments	167,407	165,115
Interest receivable	748	693
TOTAL RESTRICTED ASSETS	228,275	226,541
ELECTRIC PLANT		
Electric plant in service	1,508,189	1,505,797
Less: accumulated depreciation	(1,027,198)	(996,385)
	480,991	509,412
Construction work-in-progress	182	182
TOTAL ELECTRIC PLANT	481,173	509,594
OTHER ASSETS		
Regulatory assets	224,158	229,559
Preliminary survey and investigation costs	687	286
Investment in associated company	265	265
TOTAL ASSETS	1,032,960	1,063,616
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	25,818	34,769
Pension deferrals	17,055	19,200
Deferred Outflows - ARO	62,021	62,204
TOTAL DEFERRED OUTFLOWS OF RESOURCES	104,894	116,173
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,137,854	\$ 1,179,789

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	March 31,	
	2020	2019
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 42,982	\$ 22,349
Accounts and retentions payable - restricted for construction	10	10
Member advances	1,675	1,239
Operating reserves	19,750	23,942
Current portion of long-term debt	57,810	41,275
Accrued interest payable	9,583	8,908
TOTAL CURRENT LIABILITIES	131,810	97,723
NON-CURRENT LIABILITIES		
Net pension and OPEB liability	66,126	76,002
Operating reserves and other deposits	135,525	133,285
Interest rate swap liability	20,892	14,326
Asset Retirement Obligations	66,260	63,713
Long-term debt, net	596,227	662,940
TOTAL NON-CURRENT LIABILITIES	885,030	950,266
TOTAL LIABILITIES	1,016,840	1,047,989
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	82,751	85,450
Pension and OPEB deferrals	5,802	3,195
TOTAL DEFERRED INFLOWS OF RESOURCES	88,553	88,645
NET POSITION		
Net investment in capital assets	(51,242)	(60,157)
Restricted	49,141	63,183
Unrestricted	34,562	40,129
TOTAL NET POSITION	32,461	43,155
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,137,854	\$ 1,179,789

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

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

UNAUDITED

	Nine Months Ended February 29,	
	2020	2019
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 300,186	\$ 335,284
Other Third-Party	156,900	214,999
TOTAL OPERATING REVENUES	457,086	550,283
OPERATING EXPENSES		
Purchased power	172,357	239,429
Operations	58,404	84,958
Transmission	139,711	134,180
Depreciation	23,220	23,160
Maintenance	34,261	16,862
Administrative and general	16,615	15,492
TOTAL OPERATING EXPENSES	444,568	514,081
NET OPERATING REVENUES	12,518	36,202
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(32,968)	(31,416)
Interest income	3,371	7,125
Other	19,354	6,111
TOTAL NON OPERATING EXPENSES	(10,243)	(18,180)
FUTURE RECOVERABLE AMOUNTS	466	(1,574)
REFUNDS TO PARTICIPANTS	(8,656)	(11,361)
INCREASE (DECREASE) IN NET POSITION	(5,915)	5,087
NET POSITION, Beginning of year	38,376	38,068
NET POSITION, Period ended	\$ 32,461	\$ 43,155

March 31, 2020

[illegible]

* Eliminated in Combination

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

March 31, 2020												
GENERATING & TRANSMISSION RESOURCES												
		Multiple Capital Facilities		CT No. One	Load Center	Transmission	Purchased Power & Transmission		Associated Member Services	Other Agency	Combined	
Geothermal		Hydroelectric										
	\$	160	\$ 586	\$ 1	\$ 508	\$ 9,278	\$ -	\$ 26,566	\$ -	\$ 5,883	\$ 42,982	
CURRENT LIABILITIES												
Accounts payable and accrued expenses		-	10	-	-	-	-	-	-	-	10	
Accounts and retentions payable - restricted for construction		791	-	-	-	-	-	-	-	-	1,675	
Member advances		(162)	250	644	3,445	15,573	-	-	-	-	19,750	
Operating reserves		4,595	20,725	20,450	-	12,040	-	-	-	-	57,810	
Current portion of long-term debt		87	3,974	871	-	4,651	-	-	-	-	9,583	
Accrued interest payable												
TOTAL CURRENT LIABILITIES		5,471	25,545	21,966	3,953	41,542	-	26,566	884	5,883	131,810	
NON-CURRENT LIABILITIES												
Net pension and OPEB liability		-	-	-	-	-	-	-	-	-	66,126	
Operating reserves and other deposits		1,643	16,150	-	-	1,189	-	33,336	2,909	-	80,298	
Interest rate swap liability		-	20,892	160	-	181	-	-	-	-	20,892	
Asset Retirement Obligations		65,919	-	-	-	-	-	-	-	-	66,260	
Long-term debt, net		15,505	259,417	2,255	-	319,050	-	-	-	-	596,227	
TOTAL NON-CURRENT LIABILITIES		83,067	296,459	2,415	-	320,420	-	33,336	2,909	-	885,030	
TOTAL LIABILITIES		88,538	322,004	24,381	3,953	361,962	-	59,902	3,793	152,307	1,016,840	
DEFERRED INFLOWS OF RESOURCES												
Regulatory credits		34,858	3,560	806	2,076	38,104	-	-	319	3,028	82,751	
Pension and OPEB deferrals		-	-	-	-	-	-	-	-	5,802	5,802	
TOTAL DEFERRED INFLOWS OF RESOURCES		34,858	3,560	806	2,076	38,104	-	-	319	8,830	88,553	
NET POSITION												
Net investment in capital assets		(2,800)	(24,405)	(2,236)	-	(21,801)	-	-	-	-	(51,242)	
Restricted		4,384	25,293	(391)	-	22,672	-	(2,823)	-	6	49,141	
Unrestricted		9,210	3,853	3,138	(920)	10,373	-	1,650	4,106	3,152	34,562	
TOTAL NET POSITION		10,794	4,741	511	(920)	11,244	-	(1,173)	4,106	3,158	32,461	
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION		\$ 134,190	\$ 330,305	\$ 25,698	\$ 5,109	\$ 411,310	\$ -	\$ 58,729	\$ 8,218	\$ 164,295	\$ 1,137,854	

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 Nine Months Ended March 31, 2020

	GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
OPERATING REVENUES											
Participants	\$ 13,443	\$ 16,540	\$ 5,118	\$ 3,632	\$ 23,132	\$ -	\$ 221,593	\$ 15,650	\$ 1,078	\$ 300,186	
Other Third-Party	16,472	15,423	695	824	35,723	-	85,678	2,085	-	156,900	
TOTAL OPERATING REVENUES	29,915	31,963	5,813	4,456	58,855	-	307,271	17,735	1,078	457,086	
OPERATING EXPENSES											
Purchased power	409	1,848	65	161	1,313	-	168,561	-	-	172,357	
Operations	12,408	3,410	1,234	1,066	27,780	-	3,321	9,185	-	58,404	
Transmission	262	375	13	9	1,373	-	137,676	3	-	139,711	
Depreciation	3,050	7,059	1,660	153	10,974	-	-	72	252	23,220	
Maintenance	7,806	5,517	666	2,271	17,947	-	-	54	-	34,261	
Administrative and general	3,611	2,775	804	832	3,366	-	-	5,145	82	16,615	
Intercompany (sales) purchases, net*	(631)	224	60	113	281	-	-	(47)	-	-	
TOTAL OPERATING EXPENSES	26,915	21,208	4,502	4,605	63,034	-	309,558	14,412	334	444,568	
NET OPERATING REVENUES	3,000	10,755	1,311	(149)	(4,179)	-	(2,287)	3,323	744	12,518	
NON OPERATING (EXPENSES) REVENUES											
Interest expense	(465)	(20,801)	(985)	-	(10,717)	-	-	-	-	(32,968)	
Interest income	432	515	62	22	732	-	972	70	-	3,371	
Other	(1)	133	1,200	-	17,737	-	-	-	-	19,354	
TOTAL NON OPERATING (EXPENSES) REVENUES	(34)	(20,153)	277	22	7,752	-	972	70	851	(10,243)	
FUTURE RECOVERABLE AMOUNTS	(1,688)	2,700	(1,462)	-	916	-	-	-	-	466	
REFUNDS TO PARTICIPANTS	(438)	(2,243)	(38)	960	(746)	-	(1,016)	(4,100)	(1,035)	(8,656)	
INCREASE (DECREASE) IN NET POSITION	840	(8,941)	88	833	3,743	-	(2,331)	(707)	560	(5,915)	
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	\$ 10,794	\$ 4,741	\$ 511	\$ (920)	\$ 11,244	\$ -	\$ (1,173)	\$ 4,106	\$ 3,158	\$ 32,461	

* Eliminated in Combination

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

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 3,451,210
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 3,451,210</u>

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

**Schedule of Disbursements
(Unaudited)**

For the Month of March 2020

Operations:

Geothermal	\$ 1,164,475
Hydroelectric	3,246,639
CT#1 Combustion Turbines	225,337
CT#2 STIG	142,367
Lodi Energy Center	7,818,015
NCPA Operating	<u>34,975,836</u>
Total	<u><u>\$ 47,572,670</u></u>



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Commission Staff Report

April 7, 2020

COMMISSION MEETING DATE: April 16, 2020

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

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval by all members.

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 \$14,517,309 of which approximately \$117,616 was applicable to Special and Reserve Fund Deposits, \$6,512,113 to Debt Service and \$7,887,580 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 \$295,630,137 at month end. The current market value of the portfolio totaled \$298,270,292.

The overall portfolio had a combined weighted average interest rate of 2.061% with a bond equivalent yield (yield to maturity) of 2.089%. Investments with a maturity greater than one year totaled \$155,496,000. March maturities totaled \$46 million and monthly receipts totaled \$53 million. During the month \$54 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills decreased 145 basis points (from 1.46% to 0.01%) and rates on one year T-Bills decreased 104 basis points (from 1.21% to 0.17%).

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

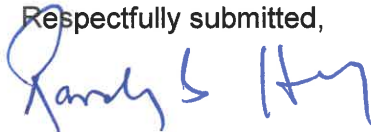
FISCAL IMPACT:

This report has no direct budget impact to NCPA.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

MARCH 31, 2020

TABLE OF CONTENTS

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CASH & INVESTMENT BALANCE	1
CASH ACTIVITY SUMMARY	2
INVESTMENT ACTIVITY SUMMARY	3
INTEREST RATE/YIELD ANALYSIS	4
INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

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

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 2,304,712	\$ 109,390,877	\$ 111,695,589	36.01%
Special Deposits	1,347,928	-	1,347,928	0.44%
Construction	4,234,940	905,518	5,140,458	1.66%
Debt Service	6,512,113	33,685,878	40,197,991	12.96%
Special & Reserve	117,616	151,647,864	151,765,480	48.93%
	<u>\$ 14,517,309</u>	<u>\$ 295,630,137</u>	<u>\$ 310,147,446</u>	<u>100.00%</u>

Portfolio Investments at Market Value	<u>\$ 298,270,292</u>
---------------------------------------	-----------------------

NOTE A -Investment amounts shown at book carrying value.

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

	RECEIPTS			EXPENDITURES			CASH
		INTEREST	INVESTMENTS		INVESTMENTS	INTER-COMPANY/	INCREASE /
	OPS/CONSTR	(NOTE B)	(NOTE A)	OPS/CONSTR	(NOTE B)	FUND TRANSFERS	(DECREASE)
NCPA FUNDS							
Operating	\$ 53,127,785	\$ 262,037	\$ 16,003,768	\$ (18,361,235)	\$ (21,245,395)	\$ (29,635,681)	\$ 151,279
Special Deposits	39,443	4	-	(23,859,948)	-	23,718,854	(101,647)
Construction	-	-	-	-	-	-	-
Debt Service	118	164	118	(118)	(2,192,865)	5,446,393	3,253,810
Special & Reserve	-	140,019	29,741,890	-	(30,350,955)	470,434	1,388
	<u>\$ 53,167,346</u>	<u>\$ 402,224</u>	<u>\$ 45,745,776</u>	<u>\$ (42,221,301)</u>	<u>\$ (53,789,215)</u>	<u>\$ -</u>	<u>\$ 3,304,830</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
March 31, 2020**

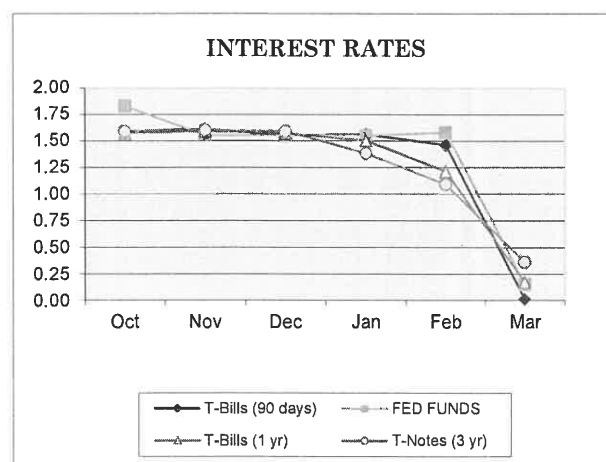
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 21,245,395	\$ (16,003,768)	\$ 12,756	\$ 264	\$ -	\$ 5,254,647
Special Deposits	-	-	-	-	-	-
Construction	-	-	1,444	-	-	1,444
Debt Service	2,192,865	(118)	38,526	-	-	2,231,273
Special & Reserve	30,350,955	(29,741,890)	3,451	1,731	-	614,247
	<u>\$ 53,789,215</u>	<u>\$ (45,745,776)</u>	<u>\$ 56,177</u>	<u>\$ 1,995</u>	<u>\$ -</u>	<u>\$ 8,101,611</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(58,172)</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ 8,043,439</u></u>

NOTE A -Investment amounts shown at book carrying value.

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

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
OVERALL COMBINED	<u><u>2.061%</u></u>	<u><u>2.089%</u></u>
<u>OPERATING FUNDS:</u>	2.118%	2.205%
<u>PROJECTS:</u>		
Geothermal	2.281%	2.405%
Capital Facilities	1.064%	1.081%
Hydroelectric	1.898%	1.961%
Lodi Energy Center	1.565%	1.412%

KEY INTEREST RATES		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Overnight)	0.15%	2.41%
T-Bills (90da.)	0.01%	2.44%
Agency Disc (90da.)	0.06%	2.42%
T-Bills (1yr.)	0.17%	2.41%
Agency Disc (1yr.)	0.44%	2.31%
T-Notes (3yr.)	0.36%	2.18%



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

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 18,940	\$26,104	\$ 5,475	\$ 420	\$ 87,666	\$ 2,000	\$ 140,605	47.14%
Corporate Bonds (MTN)	-	1,000	-	1,000	3,000	64,330	-	69,330	23.25%
US Bank Trust Money Market	8,810	-	-	-	-	-	-	8,810	2.95%
Commercial Paper	7,768	-	-	-	-	-	-	7,768	2.61%
Investment Trusts (LAIF)	57,607	-	-	-	-	-	-	57,607	19.31%
Investment Trusts (CAMP)	5,164	-	-	-	-	-	-	5,164	1.74%
U.S.Treasury Market Acct. *	2,317	-	-	-	-	-	-	2,317	0.78%
U.S.Treasury Bill/Note	-	-	821	118	4,202	-	-	5,141	1.72%
Certificates of Deposit	10	-	-	-	-	1,500	-	1,510	0.51%
Total Dollars	\$ 81,676	\$19,940	\$26,925	\$6,593	\$7,622	\$153,496	\$2,000	\$ 298,252	100.00%
Total Percents	27.37%	6.69%	9.03%	2.21%	2.56%	51.47%	0.67%	100.00%	

Investments are shown at Face Value, in thousands.

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

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency
Treasurer's Report
03/31/2020

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Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	7,151,000	0.050	11/26/2014	7,151,000		1	0.050	7,151,000	SYS70101	70101	7,151,000
Local Agency Investm	LAIF	23,440,204	2.246	07/01/2013	23,440,204		1	2.246	23,440,204	SYS70000	70000	23,440,204
California Asset Mgm	CMP	4,522	2.640	10/19/2018	4,522		1	2.640	4,522	SYS70070	70070	4,522
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70014	70014	0
US Bank	USB	2,304,712	0.001	06/30/2013	2,304,712		1	0.001	2,304,712	SYS70050	70050	2,304,712
US Bank	USB	616,859	0.500	08/24/2017	616,859		1	0.500	616,859	SYS70056	70056	616,859
US Bank	USB	10,000	0.050	01/07/2020	10,000	04/07/2020	6	0.050	10,000	SYS30320	30320	10,000
General Dynamics	UBOC	1,000,000	2.875	09/20/2018	998,980	05/11/2020	40	2.937	1,000,690	369550BA5	26668	999,931
Federal Home Loan Ba	UBOC	4,975,000	1.600	08/28/2017	4,990,373	07/17/2020	107	1.490	4,994,552	3130ABTW6	26466	4,976,568
U.S. Treasury	UBOC	118,000	1.750	10/31/2019	118,184	11/15/2020	228	1.598	119,245	9128283G3	26908	118,110
Walmart, Inc.	UBOC	1,000,000	1.900	09/20/2018	979,580	12/15/2020	258	2.848	1,002,700	931142EA7	26674	993,557
John Deere Capital C	UBOC	500,000	2.350	09/21/2018	492,195	01/08/2021	282	3.057	500,800	24422ETZ2	26676	497,386
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	333	2.969	1,004,470	17275RBD3	26667	993,304
NATIONAL RURAL UTIL	UBOC	500,000	2.900	07/31/2019	506,370	03/15/2021	348	2.096	500,840	63743HER9	26847	503,752
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	365	2.846	500,805	437076BL5	26558	495,971
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	413	2.919	1,000,040	458140AW0	26670	986,794
Pfizer Inc	UBOC	500,000	1.950	06/12/2018	487,130	06/03/2021	428	2.858	503,615	717081DX8	26617	494,929
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	481	1.620	2,648,394	3133EHSR5	26465	2,605,301
Federal Home Loan Mt	UBOC	3,500,000	1.500	11/23/2016	3,500,000	08/23/2021	509	1.500	3,505,215	3134GAVH4	26385	3,500,000
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	526	3.149	983,610	02665VBG5	26669	980,239
3M Company	UBOC	1,000,000	3.000	09/21/2018	999,480	09/14/2021	531	3.018	1,023,750	88579YBA8	26675	999,747
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	676	3.060	1,022,870	742718DY2	26673	986,749
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	701	2.982	1,036,040	478160CD4	26671	986,717
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	730	3.315	488,620	87236YAE8	26601	486,588
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	761	2.924	509,385	713448DT2	26557	493,410
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	770	2.329	1,151,488	037833CQ1	26525	1,122,660
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	959	3.157	494,650	02665WCA7	26614	493,212
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	978	3.008	506,850	166764AB6	26555	491,896
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	987	3.135	416,612	92826CAC6	26647	396,626
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	1,015	3.315	1,006,100	89236TEL5	26645	984,205
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	1,036	3.464	487,850	828807CN5	26603	490,729
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	1,050	3.154	513,300	68389XBR5	26556	492,972
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	1,064	3.068	1,030,860	30231GAR3	26648	990,730
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	1,069	3.264	512,540	24422ETG4	26613	493,731
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	1,078	3.086	517,350	084670BR8	26554	495,421
United Parcel Servic	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	1,095	3.248	516,300	911312BK1	26600	489,683
United Parcel Servic	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	1,095	3.308	516,300	911312BK1	26677	488,816
Walmart, Inc.	UBOC	500,000	2.550	07/31/2019	507,870	04/11/2023	1,105	2.104	516,495	931142DH3	26848	506,450
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	1,122	3.443	521,935	06406RAG2	26602	500,785
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	1,139	3.236	515,490	427866AZ1	26615	501,981

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Northern California Power Agency
Treasurer's Report
03/31/2020

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Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	1,209	3.399	1,049,270	90331HNV1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	1,224	3.172	1,034,060	594918BQ6	26872	963,852
Oracle Corp.	UBOC	4,145,000	2.400	05/31/2019	4,106,452	09/15/2023	1,262	2.630	4,244,356	68389XBL8	26820	4,113,941
Federal Home Loan Mt	UBOC	219,000	2.000	10/30/2019	219,000	10/30/2023	1,307	2.000	219,228	3134GULV0	26905	219,000
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,401	3.561	535,475	46625HJT8	26760	511,242
Bank of America Corp	UBOC	1,700,000	2.500	09/24/2019	1,700,000	09/24/2024	1,637	2.577	1,727,013	06048WD56	26872	1,700,000
Federal Agricultural	UBOC	3,000,000	2.000	09/25/2019	3,000,000	09/25/2024	1,638	2.000	3,017,730	31422BME7	26886	3,000,000
Federal Farm Credit	UBOC	2,300,000	1.890	09/27/2019	2,300,000	09/27/2024	1,640	1.890	2,338,548	3133EJU20	26888	2,300,000
Toyota Motor Credit	UBOC	1,000,000	2.150	09/27/2019	1,000,000	09/27/2024	1,640	2.323	1,014,890	89236TGH2	26887	1,000,000
Federal Home Loan Ba	UBOC	1,500,000	2.000	10/04/2019	1,500,000	10/02/2024	1,645	1.999	1,507,290	3130AH7F4	26889	1,500,000
Federal Home Loan Mt	UBOC	1,000,000	1.920	01/08/2020	1,000,000	01/08/2025	1,743	1.920	1,009,360	3134GUP95	26923	1,000,000
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,762	1.846	516,125	90331HMS9	26947	521,879
Fund Total and Average		\$ 82,609,634	1.954		\$ 82,235,978		539	2.090	\$ 83,310,403			\$ 82,406,161

MPP GHG Auction Acct

Local Agency Investm		162,660	2.246	07/01/2013	162,660		1	2.246	162,660	SYS70045	70045	162,660
Fund Total and Average		\$ 162,660	2.246		\$ 162,660		1	2.246	\$ 162,660			\$ 162,660

SCPA Balancing Account

Local Agency Investm	LAIF	1,391,688	2.246	07/01/2013	1,391,688		1	2.246	1,391,688	SYS70022	70022	1,391,688
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70023	70023	0
Federal Home Loan Ba	UBOC	750,000	2.875	11/27/2018	750,045	09/11/2020	163	2.870	758,715	313370US5	26717	750,011
Federal National Mtg	UBOC	1,150,000	1.630	12/20/2018	1,128,369	10/30/2020	212	2.672	1,157,176	3135GORM7	26734	1,143,252
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	397	3.000	502,320	06406FAB9	26570	495,093
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	08/09/2021	495	2.780	504,111	14912LBU0A	26954	497,787
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	682	2.798	515,020	594918BA1	26574	496,275
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	702	3.186	505,505	25468PDQ6	26630	493,347
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	730	3.100	488,620	87236YAE8	26571	498,598
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	791	2.918	508,700	437076BG6	26572	497,025
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	897	3.161	494,085	74460DAB5	26573	491,003
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	987	3.096	260,383	92826CAC6	26632	248,137
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	988	3.070	522,895	458140AM2	26625	495,350
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	1,014	3.203	550,424	89233P7F7	26598	541,855
Cisco Systems Inc.	UBOC	500,000	2.800	06/22/2018	487,655	02/28/2023	1,063	3.170	515,250	17275RBE1	26624	492,334
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	1,064	3.055	515,430	30231GAR3	26599	495,556
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	1,078	3.185	517,350	084670BR8	26598	494,077
United Parcel Servic	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	1,085	3.191	516,300	911312BK1	26627	490,438
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	1,125	3.108	505,535	654106AC7	26597	487,828
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	1,156	3.438	492,815	828807DD6	26631	490,032



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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
Federal Home Loan Mt	UBOC	2,600,000	2.750	08/17/2018	2,603,900	06/15/2023	1,170	3.467	2,613,156	3134GSMY8	26653	2,602,590
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	06/15/2023	1,170	3.150	509,490	717081DH3	26626	497,780
Federal Home Loan Mt	UBOC	2,500,000	3.050	08/28/2018	2,501,250	08/28/2023	1,244	3.039	2,524,250	3134GSUZ6	26654	2,500,852
Federal Home Loan Ba	UBOC	2,000,000	3.100	12/28/2018	2,000,000	12/28/2023	1,366	3.100	2,035,060	3130AFKR7	26736	2,000,000
Federal Home Loan Mt	UBOC	2,000,000	2.760	04/01/2019	2,000,000	04/01/2024	1,461	2.760	2,000,000	3134GS7J8	26797	2,000,000
Federal Home Loan Mt	UBOC	2,000,000	2.650	04/01/2019	2,000,000	04/01/2024	1,461	2.853	2,000,000	3134GS7H2	26798	2,000,000
Federal Home Loan Mt	UBOC	2,180,000	2.700	04/30/2019	2,180,000	04/30/2024	1,490	2.700	2,183,314	3134GTCQ4	26799	2,180,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,576	2.410	509,365	89236TGD1	26831	500,000
Federal Agricultural	UBOC	1,250,000	2.000	09/25/2019	1,250,000	09/25/2024	1,638	2.000	1,257,388	31422BME7	26873	1,250,000
Federal Agricultural	UBOC	2,500,000	1.300	03/11/2020	2,500,000	03/11/2025	1,805	1.300	2,502,100	31422BVS6	26955	2,500,000
Fund Total and Average		\$ 29,126,688	2.501		\$ 28,936,659		1141	2.778	\$ 29,356,445			\$ 29,020,908

General Operating Reserve

Local Agency Investm	LAIF	27,495,560	2.246	07/01/2013	27,495,560		1	2.246	27,495,560	SYS70000	70002	27,495,560
California Asset Mgm	CMP	5,159,890	2.640	12/14/2018	5,159,890		1	2.640	5,159,890	SYS70071	70071	5,159,890
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70019	70019	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70051	70051	0
Federal Home Loan Mt	UBOC	2,330,000	1.875	12/11/2019	2,335,895	11/17/2020	230	1.600	2,354,279	3137EAEK1	26922	2,333,965
Federal National Mtg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	05/25/2021	419	1.625	5,164,271	3136G3NL5	26332	5,162,000
Federal National Mtg	UBOC	1,300,000	1.500	08/30/2016	1,300,000	05/28/2021	422	1.500	1,302,054	3136G33W3	26368	1,300,000
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	495	3.169	504,111	14912LBU0A	26956	495,222
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	08/09/2021	495	2.780	504,111	14912LBU0A	26957	497,787
American Honda Finan	UBOC	510,000	1.700	03/25/2020	496,924	09/09/2021	526	3.522	501,641	02665VMBG5	26964	497,073
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	682	2.972	412,016	594918BA1	26578	395,815
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	730	3.335	488,620	87236YAE8	26582	496,413
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	770	2.329	4,126,330	037833CQ1	26524	4,023,027
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	800	1.760	3,712,387	313379QG9	26467	3,602,289
Federal Farm Credit	UBOC	2,000,000	1.000	03/30/2020	2,000,000	06/30/2022	820	1.000	2,001,340	3133ELUS1	26961	2,000,000
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	837	3.083	520,120	713448CX4	26580	500,168
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	12/01/2022	974	2.937	508,185	25468PCW4	26739	492,631
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	987	3.145	520,765	92826CAC6	26584	495,683
Federal Home Loan Mt	UBOC	2,000,000	1.050	03/30/2020	2,000,000	12/30/2022	1,003	1.050	2,000,100	3134GVHB7	26963	2,000,000
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	1,027	3.140	767,790	90331HNL3	26737	744,280
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	1,033	3.325	511,175	06406RAE7	26575	495,121
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	1,050	3.195	513,300	68389XBR5	26579	492,435
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	1,056	3.225	506,375	74005PBF0	26581	493,017
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	1,078	3.243	517,350	084670BR8	26576	493,298
United Parcel Servic	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	1,095	3.245	516,300	911312BK1	26583	489,738
Chevron Corp.	UBOC	750,000	2.566	01/30/2019	738,750	05/16/2023	1,140	2.939	770,108	166764BK5	26740	741,814
Chevron Corp.	UBOC	500,000	3.191	02/07/2019	507,025	06/24/2023	1,179	2.847	522,675	166764AH3	26755	505,181
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	06/26/2023	1,181	2.864	530,275	931142EK5	26758	508,086



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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	09/15/2023	1,262	2.908	526,470	717081EN9	26738	504,670
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490	01/23/2024	1,392	3.319	523,570	17325FAS7	26756	505,754
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120	02/01/2024	1,401	3.535	535,475	46625HJT8	26757	511,631
US Bank, N.A.	UBOC	440,000	3.375	10/31/2019	462,862	02/05/2024	1,405	2.093	467,113	91159HHV5	26906	460,627
Federal Farm Credit	UBOC	2,000,000	1.210	03/25/2020	1,999,000	03/12/2024	1,441	1.222	1,996,120	3133ELST2	26959	1,999,004
Federal Home Loan Mt	UBOC	500,000	2.700	04/30/2019	500,000	04/30/2024	1,490	2.700	500,760	3134GTCQ4	26816	500,000
Toyota Motor Credit	UBOC	750,000	2.410	07/25/2019	750,000	07/25/2024	1,576	2.410	764,048	89236TGD1	26841	750,000
Federal Agricultural	UBOC	3,000,000	2.100	08/26/2019	3,000,000	08/26/2024	1,608	2.100	3,012,360	31422BKG4	26871	3,000,000
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,645	1.999	1,004,860	3130AH7F4	26890	1,000,000
JP Morgan	UBOC	1,500,000	2.300	11/27/2019	1,500,000	11/27/2024	1,701	2.386	1,367,655	48128GM49	26912	1,500,000
Federal Home Loan Ba	UBOC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,717	0.830	1,998,888	3130A3GE8	26962	1,980,718
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,762	1.846	516,125	90331HMS9	26951	521,879
Federal Agricultural	UBOC	2,300,000	1.300	03/11/2020	2,300,000	03/11/2025	1,805	1.300	2,301,932	31422BVS6	26958	2,300,000
Federal Farm Credit	UBOC	2,500,000	1.300	03/26/2020	2,500,000	03/26/2025	1,820	1.300	2,501,075	3133ELUT9	26960	2,500,000
Fund Total and Average		\$ 79,777,902	2.147		\$ 79,947,672		634	2.114	\$ 80,447,579			\$ 79,944,776
GRAND TOTALS:		\$ 191,676,884	2.118		\$ 191,282,969		669	2.205	\$ 193,277,087.			\$ 191,534,505

*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 03/31/2020

Investment #26332	FNMA	Callable quarterly	Investment# 26886	FAMC	Callable semi-annually starting 09/25/2020
Investment #26368	FNMA	Callable quarterly	Investment# 26887	TOYOTA	Callable semi-annually starting 09/27/2021
Investment #26385	FHLMC	Callable quarterly	Investment# 26888	FFCB	Callable anytime starting 09/27/2021
Investment #26646	USB	Callable on 6/23/2023	Investment# 26889	FHLB	Callable anytime starting 10/02/2020
Investment #26653	FHLMC	Callable on 6/15/2020	Investment# 26905	FHLMC	Callable on 4/30/2020
Investment #26736	FHLB	Callable on 12/28/2020	Investment# 26906	USBANK	Callable on 1/05/2024
Investment #26797	FHLMC	Callable on 4/01/2020	Investment# 26912	JPM	Callable quarterly starting 11/27/2021
Investment #26798	FHLMC	Callable on 4/01/2020	Investment# 26923	FHLMC	Callable annually starting 1/8/2021
Investment #26799	FHLMC	Callable on 4/30/2020	Investment# 26947	USBANK	Callable anytime starting 12/27/2024
Investment #26816	FHLMC	Callable on 4/30/2020	Investment# 26951	USBANK	Callable anytime starting 12/27/2024
Investment #26820	ORCL	Callable on 7/15/2023	Investment# 26955	FAMC	Callable semi-annually starting 09/11/2020
Investment #26831	TOYOTA	Callable semi-annually starting 7/25/2021	Investment# 26958	FAMC	Callable semi-annually starting 09/11/2020
Investment #26841	TOYOTA	Callable semi-annually starting 7/25/2021	Investment# 26959	FFCB	Callable anytime starting 06/12/2020
Investment# 26848	WMT	Callable on 01/11/2023	Investment# 26960	FFCB	Callable anytime starting 03/26/2021
Investment# 26871	FAMC	Callable quarterly starting 8/26/2020	Investment# 26961	FFCB	Callable anytime starting 09/30/2020
Investment# 26872	BAC	Callable semi-annually starting 09/24/2021	Investment #26963	FHLMC	Callable quarterly starting 6/30/2020
Investment# 26873	FAMC	Callable semi-annually starting 09/25/2020			



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GEO 2012 Construction Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USB	709,000	1.940	07/30/2019	695,131	07/27/2020	117	1.996	708,794	313384ZX0	26850	704,530
Federal Home Loan Ba	USBT	202,000	1.489	01/06/2020	200,269	07/31/2020	121	1.522	201,939	313384A33A	26926	200,988
Fund Total and Average		\$ 911,000	1.840		\$ 895,400		118	1.891	\$ 910,733			\$ 905,518

Geo 2012A Debt Service

Federal Home Loan Ba	USBT	125,000	1.540	01/28/2020	124,171	07/01/2020	91	1.571	124,971	313384YV5A	26927	124,513
Fund Total and Average		\$ 125,000	1.540		\$ 124,171		91	1.572	\$ 124,971			\$ 124,513

Geo 2016A Debt Service

Federal Home Loan Ba	USBT	1,608,000	1.500	01/06/2020	1,596,141	07/01/2020	91	1.532	1,607,630	313384YV5A	26928	1,601,903
Federal Home Loan Ba	USBT	291,000	1.539	01/28/2020	289,071	07/01/2020	91	1.571	290,933	313384YV5A	26929	289,867
Fund Total and Average		\$ 1,899,000	1.506		\$ 1,885,212		91	1.538	\$ 1,898,563			\$ 1,891,770

Geothermal Special Reserve

Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
U.S. Treasury	UBOC	1,521,000	1.390	01/31/2020	1,499,682	01/28/2021	302	1.424	1,519,662	912796UC1	26940	1,503,264
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		302	1.424	\$ 1,519,662			\$ 1,503,264

Geo Decommissioning Reserve

Local Agency Investm	LAIF	712,904	2.246	07/01/2013	712,904		1	2.246	712,904	SYS70027	70027	712,904
Union Bank of Califo	UBOC	1,305	0.002	07/01/2013	1,305		1	0.002	1,305	SYS70034	70034	1,305
American Honda Finan	UBOC	500,000	2.650	11/30/2018	493,500	02/12/2021	317	3.265	499,915	02665VCD1	26726	497,448
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	496,300	04/13/2021	377	3.276	501,895	89236TEU5	26727	498,386
Federal National Mtg	UBOC	2,000,000	1.500	08/30/2016	2,000,000	05/28/2021	422	1.500	2,003,160	3136G33W3	26369	2,000,000
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	495	3.169	504,111	14912L6U0A	26965	495,222
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	516	3.002	256,020	02007GEQ2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	617	3.103	747,765	69353REY0	26553	743,418
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	770	2.329	882,793	037833CQ1	26499	860,692
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	881	3.154	260,440	949763TL0A	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	882	3.051	259,858	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	888	3.152	260,503	254673TM8A	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	974	3.004	762,278	25468PCV4	26551	737,875
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	1,031	3.104	762,863	24422ERT8	26550	744,054
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	1,033	3.229	766,763	06406RAE7	26549	744,550



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Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	1,041	3.140	517,375	44932HAH6	26548	498,149
Federal Home Loan Mt	UBOC	935,000	1.650	01/31/2020	935,468	07/28/2023	1,213	1.635	942,115	3134GU6D7	26941	935,445
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	1,246	3.203	264,398	29278TCP3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	1,254	3.301	265,293	17312QS34A	30314	250,000
Federal Home Loan Mt	UBOC	1,000,000	2.760	04/01/2019	1,000,000	04/01/2024	1,461	2.760	1,000,000	3134GS7J8	26817	1,000,000
Federal Home Loan Mt	UBOC	2,000,000	2.650	04/01/2019	2,000,000	04/01/2024	1,461	2.853	2,000,000	3134GS7H2	26818	2,000,000
Federal Home Loan Mt	UBOC	1,960,000	2.700	04/30/2019	1,960,000	04/30/2024	1,490	2.700	1,962,979	3134GTCQ4	26819	1,960,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,576	2.410	509,365	89236TGD1	26842	500,000
Federal Agricultural	UBOC	750,000	2.000	09/25/2019	750,000	09/25/2024	1,638	2.000	754,433	31422BME7	26874	750,000
Federal Home Loan Ba	UBOC	1,000,000	2.000	10/04/2019	1,000,000	10/02/2024	1,645	1.999	1,004,860	3130AH7F4	26891	1,000,000
Federal Home Loan Mt	UBOC	1,604,000	2.000	11/12/2019	1,604,000	11/12/2024	1,686	2.144	1,606,117	3134GUNG1	26910	1,604,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	1,939	3.455	2,053,680	3133EJUT4	26644	1,999,468
Fund Total and Average		\$ 21,829,420	2.481		\$ 21,749,204		1167	2.630	\$ 22,063,188			\$ 21,782,916

Geo 2012A DSR Account

U.S. Treasury	USB	66,000	1.551	08/26/2019	64,996	08/13/2020	134	1.590	65,981	912796TD1	26867	65,619
Federal National Mtg	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	419	1.625	1,517,667	3136G3NL5	26333	1,517,000
Fund Total and Average		\$ 1,583,000	1.622		\$ 1,581,996		407	1.624	\$ 1,583,648			\$ 1,582,619
GRAND TOTALS:		\$ 27,868,420	2.281		\$ 27,735,665		965	2.405	\$ 28,100,765			\$ 27,790,600

*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 03/31/2020

Investment #26333 FNMA Callable quarterly
Investment #26369 FNMA Callable quarterly
Investment #26644 FFCE 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 #26874 FAMC Callable semi-annually starting 09/25/2020
Investment #26890 FHLB Callable anytime starting 10/02/2020
Investment #26891 FHLB Callable anytime starting 10/02/2020
Investment #26910 FHLMC Callable quarterly starting 05/12/2020
Investment #26941 FHLMC Callable on 1/28/2021 only



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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	2,768,395	2.246	07/01/2013	2,768,395		1	2.246	2,768,395	SYS70028	70028	2,768,395
Union Bank of Califo	UBOC	4,430	0.002	07/01/2013	4,430		1	0.002	4,430	SYS70031	70031	4,430
Federal Farm Credit	UBOC	1,995,000	1.750	11/06/2019	1,997,753	10/26/2020	208	1.606	2,012,117	3133EHJ95	26909	1,996,613
U.S. Treasury	UBOC	1,014,000	1.390	01/31/2020	999,788	01/28/2021	302	1.424	1,013,108	912796UC1	26924	1,002,176
Branch Banking & Tru	USOC	500,000	2.625	06/13/2018	488,420	01/15/2022	654	3.314	502,320	07330NAQ8	26618	494,228
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	704	2.946	504,965	30231GAJ1	26621	495,006
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	713	3.182	563,024	91159HHC7	26651	548,155
Federal Farm Credit	UBOC	500,000	1.630	02/05/2020	500,000	08/05/2022	856	2.043	500,100	3133ELLX0	26948	500,000
Federal Farm Credit	UBOC	500,000	1.630	02/05/2020	500,000	08/05/2022	856	1.630	500,100	3133ELLX0	26949	500,000
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	897	3.051	494,085	74460DAB5	26546	492,240
Federal Home Loan Mt	UBOC	1,300,000	1.900	11/14/2019	1,300,000	11/14/2022	957	1.900	1,302,041	3134GUPY0	26911	1,300,000
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	987	3.051	520,795	92826CAC6	26547	496,853
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	1,015	3.215	503,050	89236TEL5	26619	493,386
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	1,050	3.121	513,300	68389XBR5	26545	493,411
United Parcel Servic	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	1,095	3.182	516,300	911312BK1	26620	490,563
Colgate-Palmolive Co	UBOC	550,000	2.100	08/09/2018	528,660	05/01/2023	1,125	2.985	557,964	19416QEC0	26652	536,083
Federal Home Loan Ba	UBOC	1,500,000	3.250	10/19/2018	1,500,000	10/19/2023	1,296	3.250	1,521,390	3130AEYR5	26701	1,500,000
Walmart, Inc.	UBOC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,719	1.744	520,465	931142DV2	26950	520,327
Federal Home Loan Mt	UBOC	1,551,000	2.000	01/30/2020	1,551,000	01/30/2025	1,765	2.000	1,552,504	3134GUJ46	26925	1,551,000
Fund Total and Average		\$ 16,232,825	2.239		\$ 16,139,333		776	2.360	\$ 16,370,423			\$ 16,182,866

Hydro Debt Service

Federal Home Loan Ba	USBT	797,000	1.539	01/28/2020	791,715	07/01/2020	91	1.571	796,817	313384YV5A	26930	793,897
Federal Home Loan Ba	USBT	4,856,000	1.500	01/06/2020	4,820,187	07/01/2020	91	1.532	4,854,883	313384YV5A	26931	4,837,588
Fund Total and Average		\$ 5,653,000	1.506		\$ 5,611,902		91	1.538	\$ 5,651,700			\$ 5,631,485

Hydro 2018A Debt Service

Federal Home Loan Ba	USBT	5,406,000	1.500	01/06/2020	5,366,131	07/01/2020	91	1.532	5,404,757	313384YV5A	26932	5,385,502
Federal Home Loan Ba	USBT	1,152,000	1.540	01/28/2020	1,144,362	07/01/2020	91	1.571	1,151,735	313384YV5A	26933	1,147,516
Fund Total and Average		\$ 6,558,000	1.507		\$ 6,510,493		91	1.539	\$ 6,556,492			\$ 6,533,018

Hydro 2019A Debt Service

Federal Home Loan Ba	USBT	3,945,000	1.500	01/06/2020	3,915,906	07/01/2020	91	1.532	3,944,093	313384YV5A	26934	3,930,042
Federal Home Loan Ba	USBT	811,000	1.540	01/28/2020	805,623	07/01/2020	91	1.571	810,813	313384YV5A	26935	807,843
Fund Total and Average		\$ 4,756,000	1.507		\$ 4,721,529		91	1.539	\$ 4,754,906			\$ 4,737,885



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Hydro 2012A Rebate 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
Hydro 2012A Rebate Account												
Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	495	1.790	689,124	3134G93A3	26432	689,757
Fund Total and Average		\$ 689,000	1.875		\$ 691,391		495	1.790	\$ 689,124			\$ 689,757

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70016	70016	0
U.S. Treasury	UBOC	1,521,000	1.390	01/31/2020	1,499,682	01/28/2021	302	1.424	1,519,662	912796UC1	26942	1,503,264
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		302	1.424	\$ 1,519,662			\$ 1,503,264

Hydro 2012 DSRA

Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	125	1.680	100,596	3133EE5Z9	26244	100,023
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,992	02/15/2021	320	2.251	148,771	9128283X6	26539	145,998
Federal National Mtg	USB	94,000	1.530	07/28/2016	94,000	07/28/2021	483	1.530	94,083	3136G3S97	26359	94,000
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	652	2.380	4,065,755	3137EADB2	25852	3,927,682
Federal Farm Credit	USB	150,000	1.850	09/03/2019	150,000	03/03/2022	701	1.850	150,663	3133EKH66	26875	150,000
Fund Total and Average		\$ 4,418,000	2.321		\$ 4,416,553		627	2.324	\$ 4,559,868			\$ 4,417,703
GRAND TOTALS:		\$ 39,827,825	1.898		\$ 39,590,883		445	1.981	\$ 40,102,175			\$ 39,695,978

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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 03/31/2020

Investment #26359 FNMA Callable quarterly
Investment #26701 FHLB Callable until 10/19/2020
Investment #26875 FFCB Callable on and anytime after 09/03/2020
Investment #26911 FHLMC Callable quarterly
Investment# 26925 FHLMC Callable quarterly
Investment# 26948 FFCB Callable anytime starting 5/5/2020
Investment# 26949 FFCB Callable anytime starting 5/5/2020
Investment# 26950 WMT Callable anytime starting 10/15/2024



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Cap Facilities 2019A Debt Svc

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USBT	226,728	0.600	01/24/2020	226,728		1	0.600	226,728	SYS79017	79017	226,728
Federal Home Loan Ba	USBT	227,000	1.530	01/28/2020	225,186	08/03/2020	124	1.563	226,914	313384A66A	26946	225,804
Fund Total and Average		\$ 453,728	1.064		\$ 451,914		62	1.081	\$ 453,642			\$ 452,532
GRAND TOTALS:		\$ 453,728	1.064		\$ 451,914		62	1.081	\$ 453,642			\$ 452,532

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Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 03/31/2020



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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		105,860	2.246	07/01/2013	105,860		1	2.246	105,860	SYS70046	70046	105,860
Fund Total and Average		\$ 105,860	2.246		\$ 105,860		1	2.246	\$ 105,860			\$ 105,860

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	1,132,839	0.600	07/01/2013	1,132,839		1	0.600	1,132,839	SYS79003	79003	1,132,839
Federal Home Loan Ba	USBT	3,621,000	1.550	12/30/2019	3,596,991	06/01/2020	61	1.582	3,620,565	313384XP9 A	26918	3,611,490
Federal Home Loan Ba	USBT	570,000	1.550	01/28/2020	566,932	06/01/2020	61	1.580	569,932	313384XP9A	26936	568,503
Fund Total and Average		\$ 5,323,839	1.347		\$ 5,296,762		48	1.372	\$ 5,323,336			\$ 5,312,832

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	1,466,932	0.600	07/01/2013	1,466,932		1	0.600	1,466,932	SYS79004	79004	1,466,932
Federal Home Loan Ba	USBT	743,000	1.549	12/30/2019	738,074	06/01/2020	61	1.582	742,911	313384XP9 A	26919	741,049
Federal Home Loan Ba	USBT	737,000	1.549	01/28/2020	733,034	06/01/2020	61	1.580	736,912	313384XP9A	26937	735,064
Fund Total and Average		\$ 2,946,932	1.076		\$ 2,938,040		31	1.092	\$ 2,946,755			\$ 2,943,045

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	1,561,640	0.600	07/01/2013	1,561,640		1	0.600	1,561,640	SYS79012	79012	1,561,640
Federal Home Loan Ba	USBT	3,036,000	1.550	12/30/2019	3,015,870	06/01/2020	61	1.582	3,035,636	313384XP9 A	26920	3,028,026
Federal Home Loan Ba	USBT	786,000	1.550	01/28/2020	781,770	06/01/2020	61	1.580	785,906	313384XP9A	26938	783,936
Fund Total and Average		\$ 5,383,640	1.274		\$ 5,359,280		44	1.296	\$ 5,383,182			\$ 5,373,602

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	588,000	1.550	12/30/2019	582,114	06/01/2020	61	1.582	585,930	313384XP9 A	26921	584,461
Federal Home Loan Ba	USBT	101,000	1.550	01/28/2020	100,456	06/01/2020	61	1.580	100,988	313384XP9A	26939	100,735
Fund Total and Average		\$ 687,000	1.550		\$ 682,570		61	1.582	\$ 686,918			\$ 685,196

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	4,383,704	0.600	07/01/2013	4,383,704		1	0.600	4,383,704	SYS79005	79005	4,383,704
Federal Home Loan Ba	USBT	420,000	1.500	01/28/2020	413,823	01/15/2021	289	1.537	419,462	313385AQ9A	26943	414,943
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	498	1.699	151,541	3137EAECE9	26454	148,868
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	08/10/2022	800	1.760	4,257,563	313379Q69	26463	4,131,297
Fund Total and Average		\$ 9,053,704	1.344		\$ 9,112,481		386	1.189	\$ 9,212,270			\$ 9,078,812



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LEC Iss#1 2010B BABS Subs Resv

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
LEC Iss#1 2010B BABS Subs Resv												
US Bank Trust	USB	37,233	0.600	07/01/2013	37,233		1	0.600	37,233	SYS79006	79006	37,233
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	72	1.540	2,157,870	313370E38	26455	2,152,563
Federal Home Loan Ba	UBOC	150,000	1.920	07/25/2019	147,080	07/24/2020	114	1.980	149,958	313384ZU6	26845	149,088
Fund Total and Average		\$ 2,332,233	3.238		\$ 2,438,459		74	1.553	\$ 2,345,061			\$ 2,338,884

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,010	0.600	07/01/2013	1,010		1	0.600	1,010	SYS79013	79013	1,010
U.S. Treasury	USBT	755,000	1.453	01/31/2020	749,484	07/30/2020	120	1.484	754,781	912796WY1	26944	751,343
Federal Home Loan Mt	USBT	380,000	1.650	01/31/2020	380,190	07/28/2023	1,213	1.635	382,892	3134GU6D7	26945	380,181
Fund Total and Average		\$ 1,136,010	1.519		\$ 1,130,684		487	1.534	\$ 1,138,683			\$ 1,132,534

LEC O & M Reserve

Local Agency Investm		1,529,977	2.246	07/01/2013	1,529,977		1	2.246	1,529,977	SYS70047	70047	1,529,977
Union Bank of Califo	UBOC	6,327	0.002	07/18/2013	6,327		1	0.002	6,327	SYS70041	70041	6,327
Federal Home Loan Ba	UBOC	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	65	1.550	3,622,628	3130ABJQ0	26440	3,614,936
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	90	1.300	3,005,970	3136G3UJ2	26341	3,000,000
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	04/15/2021	379	1.590	505,400	3133EY83	26892	499,539
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,995	10/07/2021	554	1.555	490,154	89236TGJ8	26953	496,803
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	782	2.456	606,168	90331HPC1	26822	597,370
Federal Home Loan Mt	UBOC	1,250,000	2.000	10/16/2019	1,250,000	10/16/2023	1,293	2.000	1,250,638	3134GUJB7	26893	1,250,000
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,705	1.776	482,019	14912L6G1	26952	495,515
Fund Total and Average		\$ 11,456,304	1.762		\$ 11,491,445		339	1.684	\$ 11,499,281			\$ 11,490,467
GRAND TOTALS:		\$ 38,425,522	1.565		\$ 38,556,581		227	1.412	\$ 38,541,346.			\$ 38,461,232

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Investment #26822 USB Callable on and anytime after 4/22/2022
Investment #26893 FHLMC Callable on and anytime after 4/16/2020
Investment #26945 FHLMC Callable on 1/28/2021 only

Amended 2020 Committee Meeting Calendar

Facilities/ Pooling Committees 9:00 am	LEC PPC Committee 10:00 am <i>at Lodi Energy Center</i>	Finance Committee 10:30 am	Utility Directors 9:00 am	L&R Affairs Committee	Legal Committee 8:30 am	*Commission 9:30 am & Executive Committee 8:00 am
January 8	January 6		January 9		No Meeting	January 16 <i>Sacramento</i>
February 5	February 10	February 11	February 13	February 19	February 6	February 20
March 4	March 9		March 12/13 <i>Healdsburg</i>		March 5	March 26
April 1	April 6		April 9	April 15	April 2	April 16
May 6	May 11	May 12	May 14		May 7	May 28
June 3	June 8		June 18		June 4	June 25 <i>Santa Clara – location changed to NCPA</i>
July 1	July 6		July 9		July 2	July 23 <i>Murphys</i>
August 5	August 10	August 11	August 13	August 26	August 6	August 27
September 2	September 14		September 10	September 23	September 23	September 25**
October 7	October 12	October 13	October 15		October 1	October 29
November 4	November 9	November 10	November 12		November 5	No Meeting
December 2	December 7		December 10	December 2	December 17	December 3

*Commission Packet mailed the Thursday or Friday prior to the meeting date.

Unless noted otherwise, Commission and Executive Committee meetings will be held at NCPA's Roseville office.

**The September 25 Commission meeting will be held on a Friday.

All Legal Committee meetings provide conference call capabilities.

Commission meetings highlighted in blue will be posted as an "optional" conference call meeting.

SAVE THE DATES:

NCPA/NWPPA Federal Policy Conference: April 19-23, 2020, Washington, D.C. – rescheduled for the fall of 2020

APPA National Conference: June 7-11, 2020, Long Beach, CA

NCPA Annual Conference: September 22-25, 2020, Resort at Squaw Creek, Olympic Valley, CA



Commission Staff Report

Date: April 8, 2020

COMMISSION MEETING DATE: April 16, 2020

SUBJECT: Vince Sigal Electric, Inc. – Five Year Multi-Task General Services Agreement for Specialized Electrical Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities and NCPA Members.

AGENDA CATEGORY: Consent

FROM:	Joel Ledesma <i>JK</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"/>	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 20-32 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Vince Sigal Electric, Inc. for specialized electrical services, including labor and materials for miscellaneous maintenance purposes, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at all facilities owned and/or operated by NCPA and NCPA Members.

BACKGROUND:

Specialized electrical services are required from time to time for the operation and maintenance of all facilities owned and/or operated by NCPA and NCPA Members. Vince Sigal Electric, Inc. is a new vendor for NCPA. NCPA's Geothermal staff contacted Vince Sigal Electric, Inc., because they have worked near the Geysers area. After having met with this vendor, staff recommends that NCPA enter into an enabling agreement with Vince Sigal Electric, Inc., so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors willing to work in the more remote location of NCPA's Geothermal facility, which will result in more competitive bidding when services are needed. NCPA has enabling agreements in place for similar electrical services with HART High-Voltage, Knight's Electric, Contra Costa Electric, Inc., and Schneider Electric USA, Inc.

FISCAL IMPACT:

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

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA 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 April 1, 2020, and was recommended for Commission approval on Consent Calendar.

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement between NCPA and Vince Sigal Electric, Inc.

RESOLUTION 20-32

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH VINCE SIGAL ELECTRIC, INC.

(reference Staff Report #145:20)

WHEREAS, specialized electrical services, including labor and materials, are required from time to time for the operation and maintenance owned and/or operated by the Northern California Power Agency (NCPA) Facilities, and NCPA Members; and

WHEREAS, Vince Sigal Electric, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Vince Sigal Electric, Inc. to provide such services as needed at all NCPA facilities and NCPA Members in an amount not to exceed \$1,500,000 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 Vince Sigal Electric, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for specialized electrical, including labor and materials for miscellaneous maintenance services, for 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:

	<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
VINCE SIGAL ELECTRIC, 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 Vince Sigal Electric, Inc., a corporation with its office located at 400 Tesconi Circle, Santa Rosa, CA 95401 ("Contractor") (individually referred to as "Party" and collectively referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in consultation with Contractor 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. Contractor shall perform additional investigation of the work performance by such personnel. Contractor may in consultation and only with Agency's approval re-assign such personnel onto the Agency project once the Contractor determines such personnel has performed competently.
- 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, or Agency 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 or monetary cap on Requested Work and all related expenditures authorized by that Purchase Order. 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 effectively agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits. If Contractor chooses to perform the requested work, Contractor will timely communicate to Agency a reasonable timeline and schedule for the Requested Work and Agency has the right to determine whether to accept any revised timeline and schedule proposed by Contractor and may in its sole discretion reject the revised timeline and schedule and select another entity to perform the Work..

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND** dollars (\$1,500,000) 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. Contractor upon written request and approval of the Agency shall be able to extend the time of final invoice additional ninety (90) days.

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, 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 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, under this Agreement. 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.

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.** Either Party may cancel this Agreement at any time and without cause upon thirty (30) days prior written notice to the other Party.

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, or (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof.

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. The Receiving Party shall use, as a minimum, use the same degree of care to avoid disclosure or use of the Confidential Information as it employs with respect to its own confidential, proprietary, and trade secret information of like importance, but in any case using no less than a reasonable degree of care. 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 all Confidential Information to Disclosing Party or destroy such information (including all copies). Notwithstanding the foregoing, the Receiving Party may retain one copy 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. Receiving Party shall not disclose the Disclosing Party's Confidential Information except as detailed in Section 9.4.3.

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 ("Entity"); 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 Entity, 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 for 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 Entity shall be solely as an accommodation and neither Agency nor Entity 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.

10.2.1 Equipment Rented By Agency. As an exception to Section 10.2, Agency or Entity will be responsible for any such rented equipment, supplies or materials which may be lost, stolen or damaged while being used as part of the job and / or under the Agency's control. For example a truck mounted backup generator, HV Switchgear, Temp Cords, Ground Grid, and Incident Command Trailers rented by Agency or Entity. This does not include Contractor's tools or other equipment used by Contractor to perform the Work but not rented by Agency or Entity for 24-hour per day use.

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

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 payment may be withheld under this Agreement until Contractor is 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, 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:

Vince Sigal Electric, Inc.
Vince Sigal
President
400 Tesconi Circle
Santa Rosa, CA 95401

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, 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

VINCE SIGAL ELECTRIC, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

VINCE SIGAL, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Vince Sigal Electric, Inc. ("contractor") shall provide specialized electrical services, including labor and materials for miscellaneous maintenance purposes, as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency.

Services to include but not limited to the following:

- Energy Audits
- Utility Emergency Power and Distribution
- 3 Point Step Potential Ground Testing
- HV Megger Testing
- HV Switchgear and Temp Cords
- Incident Command Trailers and Equipment
- System Integration & Automation
- Telephone, Data, LAN Installation; Fiber Optics

Subcontractors:

- Added if required.

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:

COMPENSATION SCHEDULE AND HOURLY FEES

Rates – Hours will be charged portal to portal at the following per hour rates.

Journeymen – Straight Time - \$160; Over Time - \$240; Double Time \$320

Apprentice - Straight Time - \$120; Over Time - \$180; Double Time \$240

Rented Equipment will be billed at 20% above invoice.

Purchased supplies and materials will be billed at 20% above invoice.

Delivery charges will be billed at 20% above invoice.

Owned Equipment will be billed at the following rates. If there is owned equipment used but not listed below it will be billed at market rate, consistent with that of a rental company used by VSE.

HOURLY:

Service Truck - \$47.00

Crane Truck - \$75.00

8' Step Ladder - \$1.88

10' Step Ladder - \$3.13

24' Extension Ladder - \$3.94

Pipe Threader Electric 3" – \$13.75

Pipe Die Large 3" – \$1.75

Pipe Vise Tripod - \$4.88

3/4" Rotary Hammer Drill - \$5.69

100' Extension Cords - \$1.19

Hand Conduit Bender - \$1.00

Large 2" HYD Conduit Bender - \$6.56

Megger – \$500.00

WEEKLY / MONTHLY:

Low Voltage Cables – \$1.00 per foot per week / \$3.00 per foot per month

Hi Voltage Cables – \$5.00 per foot per week / \$15.00 per foot per month

Incident Command Trailer – \$15,000 week / \$45,000 Month

Switchgear per gang – \$1,000 per week / \$3,000 per month

Transformer – \$2,200 per week / \$6,600 per month

Load bank 3.3 – \$7,500 per week / \$22,500 per month

Load bank 6.0 – \$13,700 per week / \$41,100 per month

Forklift 35K - \$3,500 per week / \$10,500 per month

Portable Diesel Generator – Price quoted at time of request.

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.



Commission Staff Report

Date: April 8, 2020

COMMISSION MEETING DATE: April 16, 2020

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

BACKGROUND:

Meter maintenance 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. April 25, 2019, the NCPA Commission approved Resolution 19-31, allowing NCPA to enter into a Multi-Task General Services Agreement with Pacific Power Engineers, Inc. to provide such services. On January 2, 2020, Pacific Power Engineers, Inc. notified NCPA that it has been acquired by Ulteig Engineers, Inc., and wishes to accept assignment of the contract from Pacific Power Engineers, Inc. to Ulteig Engineers, Inc. through a First Amendment to the Multi-Task General Services Agreement. NCPA currently has an enabling agreement in place for similar services with Trimark Associates, Inc.

FISCAL IMPACT:

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

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 April 1, 2020, and was recommended for Commission approval on Consent Calendar.

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution
- Multi-Task General Services Agreement between NCPA and Pacific Power Engineers, Inc.
- First Amendment to the Multi-Task General Services Agreement between NCPA and Pacific Power Engineers, Inc. Accepting Assignment to Ulteig Engineers, Inc.

RESOLUTION 20-33

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES
AGREEMENT ACCEPTING ASSIGNMENT FROM PACIFIC POWER ENGINEERS, INC. TO
ULTEIG ENGINEERS, INC.

(reference Staff Report #146:20)

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

WHEREAS, on April 25, 2019, the NCPA Commission approved Resolution 19-31, allowing NCPA to enter into a Multi-Task General Services Agreement with Pacific Power Engineers, Inc. to provide such services as needed; and

WHEREAS, effective January 2, 2020, the assets of Pacific Power Engineers, Inc. were acquired by Ulteig Engineers, Inc.; and

WHEREAS, the Agency now desires to enter into a First Amendment to the Current Multi-Task General Services Agreement transferring assignment of the agreement from Pacific Power Engineers, Inc. to Ulteig Engineers, Inc.; 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 the Multi-Task General Services Agreement with Pacific Power Engineers, Inc. to transfer assignment of the agreement to Ulteig Engineers, Inc., with any non-substantive changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

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
PACIFIC POWER ENGINEERS, 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 Pacific Power Engineers, Inc. a corporation, with its office located 9848 Business Park Drive, Suite C, Sacramento, CA 95827 ("Contractor") (together sometimes referred to as the "Parties") as of 4/26, 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 Million dollars (\$2,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$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.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.
- 4.4 Pollution Insurance.** Not Applicable.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.6 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, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.
- 5.3 Transfer of Title.** Not Applicable.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any

compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

- 6.4 **Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 **Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

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

wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

Contractor shall 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 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, as applicable. 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 Tony Zimmer, 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:

Christian Arechavaleta
Process Manager
Pacific Power Engineers, Inc.
9848 Business Park Dr, Suite C
Sacramento, CA 95827

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.

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

NORTHERN CALIFORNIA POWER AGENCY

Date 4/26/19



RANDY S. HOWARD, General Manager

PACIFIC POWER ENGINEERS, INC.

Date 4/8/2019


DEREK STEWART, P.E., President

Attest:


Assistant Secretary of the Commission
Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A SCOPE OF WORK

Pacific Power Engineers, Inc. (Contractor) shall provide maintenance services, operations services, and data 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.

The services include, but are not limited to the following:

Meter Services

- Maintenance, installation, replacement, emergency support, and calibration of meters, PTs, CTs, software, interface devices, etc.
- Engineering, design, commissioning, and certification of meters
- Meter reading, SQMD Acquisition, validation, presentation of customers meter data and transmittal of data to the CAISO

RIG-DPG

- Maintenance, installation, replacement, emergency support, software, interface devices, etc.
- Engineering, design, commissioning, and certification

Miscellaneous Services

- NERC CIP compliance consulting
- New Resource Implementation (NRI) Support
- Supervisory Control and Data Acquisition systems (SCADA) services
- Onsite and Remote Network Communication Support Services
- Project management
- Network architecture and security support
- Automated Generation Control Implementation
- Database management and commercial hosting services
- WREGIS and CAISO SQMD monthly submittals
- Meteorological Weather Station sales, installation, service, and support
- Cellular service
- Telemetry Support
- Micro Grid Management
- Material/Hardware Only Purchases

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

EXHIBIT B

HOURLY FEES

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

Labor Rates

Project Management	\$225/hr.
Senior Engineer	\$215/hr.
SCADA Engineer	\$195/hr.
Associate Engineering	\$185/hr.
CAISO Inspector	\$180/hr.
RIG Engineer	\$180/hr.
Technician	\$175/hr.
Fabrication Specialist	\$165/hr.
Designer	\$150/hr.
Staff	\$125/hr.

Labor Rate Adjustments

Expedited Services	1.4 times above rates for less than one-week notices
Holiday Services	2.0 times above rates for services on Holidays
On-site Time	Above rate for 50 hours M-F
On-site Overtime	1.4 times above rates for Sat/Sun or >50 hrs. M-F

Other Direct Costs

Travel Per Diem*	\$275/day
Airline Ticket	Coach Fare
Mileage	Published IRS mileage rate at time of travel
Drawings up to E size	\$10/copy
Other Expenses	Cost
Miscellaneous Project Hardware	Cost plus 10%
Omicron CT Analyzer	\$2,000/wk. plus shipping cost (1-week minimum)
Omicron CMC 356	\$2,000/wk. plus shipping cost (1-week minimum)

Items included in the rate and not billed separately are the following:

- Phone charges
- 11 x 17 or smaller document handling: faxes, photocopies, document standard shipping (original and one copy)
- Computer and software use (ASPEN Oneliner, MS Office, MS Project, MS Visio, Mathcad, SEL-5010, SEL-5030, DLPSET, ALPS Set, AutoCAD LT)

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, DEREK STEWART, 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

PACIFIC POWER ENGINEERS, INC.

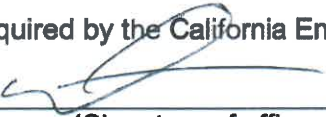
(Company name)

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 8 day of APRIL, 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 PACIFIC POWER ENGINEERS, INC.
ACCEPTING ASSIGNMENT TO ULTEIG ENGINEERS, INC.**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Ulteig Engineers, Inc. ("Contractor") (collectively referred to as "the Parties") as of _____, 202__.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective April 26, 2019, (the "Agreement") for Pacific Power Engineers, Inc. to provide meter maintenance, operations, and data services related to project support and plant operations for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members; and

WHEREAS, effective January 2, 2020, Pacific Power Engineers, Inc. was acquired by Ulteig Engineers, Inc., and the Agency desires to assign the agreement to Ulteig Engineers, Inc.; and

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

WHEREAS, the Agency now desires to amend Section 13.7 entitled "Contract Administrator" to reflect NCPA's internal contract administration changes; and

WHEREAS, the Agency now desires to amend the Description of Work set forth in Exhibit A to the Agreement; 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 13.7 – Contract Administrator** of the Agreement is amended and restated to read as follows:

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.

2. **Section 13.8 —Notices** of the Agreement is amended and restated to read as follows:

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

Joseph Fox
Market Director - Power
Ulteig Engineers, Inc.
5575 DTC Parkway Suite 200
Greenwood Village, CO 80111

With a copy to:

AnnaLisa Nash
Assoc General Counsel & Director, Risk Management
3350 38th Avenue South
Fargo, ND 58104

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

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

SIGNATURES ON FOLLOWING PAGE

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

ULTEIG ENGINEERS, INC.

**JEFF HEINEMANN, Technical Director -
Substation**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Ulteig Engineers, Inc. (Contractor) shall provide maintenance services, operations services, and data 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.

The services include, but are not limited to, the following:

Meter Services

- Maintenance, installation, replacement, emergency support, and calibration of meters, PTs, CTs, software, interface devices, etc.
- Engineering, design, commissioning, and certification of meters
- Meter reading, SQMD Acquisition, validation, presentation of customers meter data and transmittal of data to the CAISO

RIG-DPG

- Maintenance, installation, replacement, emergency support, software, interface devices, etc.
- Engineering, design, commissioning, and certification

Miscellaneous Services

- NERC CIP compliance consulting
- New Resource Implementation (NRI) Support
- Supervisory Control and Data Acquisition systems (SCADA) services
- Onsite and Remote Network Communication Support Services
- Project management
- Network architecture and security support
- Automated Generation Control Implementation
- Database management and commercial hosting services
- WREGIS and CAISO SQMD monthly submittals
- Meteorological Weather Station sales, installation, service, and support
- Cellular service
- Telemetry Support
- Micro Grid Management
- Material/Hardware Only Purchases

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

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

Ulteig Engineers, Inc.

for contract work at:

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

(Project name and location)

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

(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: April 8, 2020

COMMISSION MEETING DATE: April 16, 2020

SUBJECT: Safety Management Systems, LLC – Five Year Multi-Task Consulting Services Agreement for Safety Training and Consulting Services; Applicable to the following projects: All Northern California Power Agency (NCPA) facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

FROM:	Joel Ledesma <i>Joel</i> Assistant General Manager	METHOD OF SELECTION: 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 20-34 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Safety Management Systems, LLC for safety training and consulting services, with any non-substantive changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Safety consulting and training services are required from time to time at facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. Safety Management Systems, LLC is a new vendor for NCPA. An NCPA staff member who had worked with this vendor at their previous employer recommended NCPA pursue an enabling agreement with them, based on the level of knowledge this vendor possesses and the quality of work from this vendor on previous projects. NCPA desires to enter into a Multi-Task Consulting Services Agreement with Safety Management Systems, LLC, so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors who can perform these services, which will result in more competitive bidding when services are needed. NCPA has enabling agreements in place for similar services with Yorke Engineering, LLC, Emergency Care Training & Supply, Trinity Consultants, and Cintas Corporation.

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 seek 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 April 1, 2020, and was recommended for Commission approval on Consent Calendar.

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task Consulting Services Agreement between NCPA and Safety Management Systems, LLC

RESOLUTION 20-34

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH SAFETY
MANAGEMENT SYSTEMS, LLC**

(reference Staff Report #147:20)

WHEREAS, safety consulting and training services are required from time to time at 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, Safety Management Systems, LLC is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task Consulting Services Agreement with Safety Management Systems, LLC, to provide such services as needed at 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 Safety Management Systems, LLC, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for safety consulting and training 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 SAFETY MANAGEMENT SYSTEMS, LLC

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Safety Management Systems, a Louisiana limited liability company with its office located at 2916 North University Avenue, Lafayette, LA 70507 ("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 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. Not applicable.

4.4 All Policies Requirements.

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Consultant, its officers, officials, agents, and employees, except as caused by the active, sole or gross negligence or willful misconduct 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.** Either Party may cancel this Agreement at any time and without cause upon ten (10) days prior written notice to the other Party provided there are no outstanding purchase orders where Consultant has not completed the Work. In such case Consultant may not cancel this Agreement until all Work is completed to the satisfaction of Agency.

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

10.7 Contract Administrator. This Agreement shall be administered by 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:

Safety Management Systems, LLC
General Counsel
P.O. Box 98000
Lafayette, LA 70509

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

SAFETY MANAGEMENT SYSTEMS, LLC

Date _____

Date _____

RANDY S. HOWARD, General Manager

SCOTT DOMINGUE, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Safety Management Systems, LLC ("Contractor") shall provide safety related consulting, training, and testing services as requested by the 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 be limited to the following:

- Air monitoring and/or sampling, including sample analysis by AIHA-accredited laboratory
- Respirator Training/Fit Testing
- Development and/or Evaluation of Health and Safety Programs
- Development and/or Evaluation of Hazardous Materials/Waste Management Programs
- Evaluation of Airborne Contaminants and Physical Hazards such as noise and heat stress
- Preparation of Forms, Documents, Plans, etc. for Permits, Safety Programs, Hazardous Materials Business Plans (HMBPs)
- Emergency Response Plans, as referenced in multiple OSHA & EPA regulations
- Development of Standard Operating Procedures for Hazardous Materials Management
- Training Package Design – Hand-outs, Tests, Exercises, Study Guides, and Audio-Visual Materials
- Hazardous Materials Record Keeping System
- Health and Safety Record Keeping Systems
- Regulatory Compliance Auditing
- Forklift Training/Certification (subcontractor)
- CPR/First Aid Training (subcontractor)
- Safety Training for compliance with OSHA regulations as follows:
 - Hazard Communication (Right-to-Know) including GHS and use of MSDS's
 - HAZWOPER 40-Hour for hazardous waste operations
 - HAZWOPER 24-Hour for facilities
 - HAZWOPER 8-Hour refreshers
 - HAZWOPER Site Safety Officer/Supervisor for hazardous waste operations
 - HAZWOPER Emergency Response
 - Permit-Required Confined Space Entry & Non-Entry Rescue
 - Construction Safety OSHA 10- and 30-hour
 - General Industry OSHA 10- and 30-hour
 - Injury and Illness Prevention Plan
 - Hearing Conservation
 - Management/Supervisory Safety Program responsibilities
 - Offices Safety and Ergonomics
 - Lifting and Material Handling
 - Chemical Hygiene Plan
 - Personal Protective Equipment

- Electrical Safety Awareness & Arc Flash
- Lock-Out/Tag-Out (LOTO) for Control of Hazardous Energy
- Fall Protection
- Chemical-specific hazard awareness (such as asbestos, lead, PCBs)

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Personnel				
Title	Regular	Overtime	Double OT	Unit
Principal Industrial Hygienist	\$ 160.00			per hour
Senior Industrial Hygienist	\$ 125.00			per hour
Certified Asbestos Consultant	\$ 100.00			per hour
Industrial Hygiene Technician	\$ 90.00	\$ 112.50	\$ 135.00	per hour
Principal Safety Consultant	\$ 150.00			per hour
Senior Safety Consultant	\$ 125.00			per hour
Safety Specialist	\$ 90.00	\$ 112.50	\$ 135.00	per hour
Safety Trainer	\$ 90.00	\$ 112.50	\$ 135.00	per hour
Sub-Contractors			at cost +10%	
Equipment				
Personal Pump Set (5 pack)			\$ 100.00	per day
High Flow Pump			\$ 25.00	per day
Primary Standard Pump Calibrator			\$ 35.00	per day
Personal Sound Dosimeter Set (5 pack)			\$ 200.00	Per day
Sound Level Meter			\$ 75.00	per day
Ludlum3-97 Radiation Detector			\$ 35.00	per day
Generator			\$ 50.00	per day
4-Gas Detector			\$ 25.00	per day
Draeger CMS			\$ 100.00	per day
Multi-Gas/ PID			\$ 100.00	per day
Rental Equipment			at cost +10%	
Laboratory Fees			at cost +10%	

Specialized Materials				at cost +10%
Mileage				current IRS rate
Travel				
Airfare/Rental Vehicle/Travel Fees (parking, baggage, etc.)			At Cost	
Lodging			GSA Rates*	
Meals & Incidentals			GSA Rates	
<p>Drive time & mileage is billed from point of origin.</p> <p>Point of Origin is the SMS Office located in Bakersfield, CA or, for employees located outside of Bakersfield, CA, it is the employee's home base. Where feasible, SMS will make every effort to provide local staff.</p> <p>*GSA rate may be exceeded if there are hotel rate hikes from local events, disasters, or other unforeseeable events. Under these circumstances, lodging will be billed at cost.</p>				

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____
(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

SAFETY MANAGEMENT SYSTEMS, LLC
(Company name)

for contract work at:

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

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



16


Commission Staff Report

Date: April 8, 2020

COMMISSION MEETING DATE: April 16, 2020

SUBJECT: ORR Protection Systems, Inc. – Five Year Multi-Task General Services Agreement for Fire System Maintenance Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

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

RECOMMENDATION:

Approval of Resolution 20-35 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with ORR Protection Systems, Inc. for fire system maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Fire system, inspection and testing, system recharge, monitoring, modification and design build services are required from time to time at facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. ORR Protection Systems, Inc. is a new vendor for NCPA. NCPA Geothermal staff contacted ORR Protection Systems, Inc. because they offer California Registered Fire Protection Engineer (FPE) services. After having met with this vendor, staff recommends that NCPA enter into an enabling agreement with ORR Protection Systems, Inc., so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors willing to work in the more remote location of NCPA's Geothermal facility, which will result in more competitive bidding when services are needed. NCPA has enabling agreements in place for similar services with Sabah International, Inc., Bay Cities Fire Protection, Inc., and Fire Safety Supply, Inc.

FISCAL IMPACT:

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

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seek 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 April 1, 2020, and was recommended for Commission approval on Consent Calendar.

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement between NCPA and ORR Protection Systems, Inc.

RESOLUTION 20-35

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH ORR PROTECTION SYSTEMS, INC.

(reference Staff Report #148:20)

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

WHEREAS, ORR Protection Systems, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with ORR Protection Systems, Inc., to provide such services as needed at all NCPA facilities, NCPA Members, SCPPA, and SCPPA Member facilities in an amount not to exceed \$1,500,000 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 ORR Protection Systems, Inc., with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for fire system maintenance services, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

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

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ORR PROTECTION SYSTEMS, 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 ORR Protection Systems, Inc., a corporation with its office located at 11601 Interchange Drive, Louisville, KY 40229 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

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

forth in the Purchase Order, this Agreement and its Exhibits. If Contractor does not agree in writing to perform the Work specified within seven calendar days, Agency at its sole discretion can issue a Purchase Order to another entity to perform the Work.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND** dollars (\$1,500,000) 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. Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained through the term of this Agreement and completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period.

4.4 Pollution Insurance. Not Applicable

4.5 All Policies Requirements.

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

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

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

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

4.5.5 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the

Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims are caused by the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they are caused by such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.
- 5.3 Transfer of Title.** Not Applicable

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any

compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors. 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 and direct costs and expenses incurred by Contractor resulting from the 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, and Contractor has failed to commence and diligently continue to cure same, 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, and paid for by Agency;

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, upon the first to occur of Contractor's substantial completion of the Work or Agency's payment for same. 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 reasonable 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** The products Contractor sells are provided or manufactured by other parties and are warranted by those manufacturers against defects in materials and workmanship for a period of time depending on the products. Any and all misuse of these products is excluded from warranties. To the extent allowed by law, Contractor will pass through to Agency any and all warranties that are in effect for products purchased. 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. In the event Contractor's investigation or inspection reveals no defect and both parties agree with this conclusion, Contractor's regular charges for any and all repairs shall apply.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, 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 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:

Rick Reynolds
VP Power Generation
ORR Protection Systems, Inc.
140 Bluffs Ct.
Canton, GA 30114

With a copy to:

Attn: General Counsel
ORR Protection Systems, Inc.
11601 Interchange Drive
Louisville, KY 40229

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

ORR PROTECTION SYSTEMS, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

RICK D. REYNOLDS, Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

ORR Protection Systems, Inc. ("Contractor") shall provide fire system maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

General services to include, but not be limited to the following:

- Inspection & Testing
 - Fire Alarm and Detection System
 - Fire Suppression Systems
 - Air Sampling
 - Fire Extinguishers
 - Sprinkler Systems
 - Emergency/Exit Lights
 - SCBA's (Self-Contained Breathing Apparatus)
 - Card Access Systems
- System Recharge
- System Monitoring
- System Modifications
- Materials
 - Supply or procure miscellaneous maintenance material

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:

**ORR Protection Systems, Inc.
Exhibit B Rate Sheet
NCPA GEO - Proposed 5-Year MTGSA**

Regular Rates – Weekdays between 7 am – 5 pm

Fire Tech	Sprinkler Tech	Sprinkler Fitter (repairs)
\$155.00	\$170.00	\$230.00

Overtime Rates – Weeknights between 5 pm – 7 am & Weekends

Fire Tech	Sprinkler Tech	Sprinkler Fitter (repairs)
\$232.50	\$255.00	\$320.00

Double Time Rates – Holidays

Fire Tech	Sprinkler Tech	Sprinkler Fitter (repairs)
\$310.00	\$340.00	\$400.00

- Trip charges and mileage fees based on the MTGSA
- Emergency on demand service callouts, not previously scheduled, have a 4-hour response time based on geographic.
- Emergency on demand service callouts, not previously scheduled, will be invoiced at a 4-hour minimum.

Parts Pricing

MTGSA Discount	15% discount off Manufacturer's Published List Price
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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: April 8, 2020

COMMISSION MEETING DATE: April 16, 2020

SUBJECT: Famand Inc. dba SitelogIQ – Five Year Multi-Task General Services Agreement for Heating, Ventilation and Air-Conditioning (“HVAC”) Maintenance Services; Applicable to the following projects: All 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>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Geothermal	

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

RECOMMENDATION:

Approval of Resolution 20-36 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Famand, Inc. dba SitelogIQ for heating, ventilation and air-conditioning (“HVAC”) maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Heating, ventilation, and air-conditioning (“HVAC”), servicing of heat exchangers, compressors and replacing filter and belts are required from time to time at facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. NCPA previously had an agreement with Famand, Inc. dba Indoor Environmental Services (IES) for a number of years. SitelogIQ recently acquired Famand Inc., dba Indoor Environmental Services (IES), and notified NCPA that they will now be operating as Famand, Inc. dba SitelogIQ. Staff recommends that NCPA enter into an enabling agreement with Famand, Inc. dba SitelogIQ so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors willing to work in the more remote location of NCPA’s Geothermal facility, which will result in more competitive bidding when services are needed. NCPA has enabling agreements in place for similar services with ACCO Engineered Systems, Inc., Pullman Heating & Cooling, Inc., and Johnson Controls, 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 seek 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:

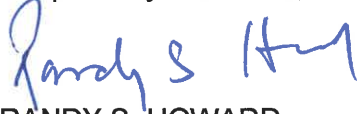
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on April 1, 2020, and was recommended for Commission approval on Consent Calendar.

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement between NCPA and Famand, Inc. dba SitelogIQ

RESOLUTION 20-36

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH FAMAND, INC. DBA SITELOGIQ

(reference Staff Report #149:20)

WHEREAS, heating, ventilation and air-conditioning ("HVAC") maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Famand, Inc. dba SitelogIQ is a provider of these services; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with Famand, Inc. dba SitelogIQ, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for heating, ventilation and air-conditioning ("HVAC") maintenance services, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

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

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
FAMAND INC DBA SITELOGIQ**

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 Famand Inc dba SiteLogiq, a corporation with its office located at 1512 Silica Avenue, Sacramento, CA 95815 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable

4.4 Pollution Insurance. If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on "an occurrence" basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).

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

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. 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.** If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site

or elsewhere, Contractor agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.
- 6.4 Certification as to California Energy Commission.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit C.
- 6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.
- 6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

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

7.5 Registration with DIR. During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all records or other documents evidencing or relating to charges for Work or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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

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

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

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

Section 10. PROJECT SITE.

10.1 **Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

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

Rolando Roldan
Project Sales Engineer
1604 Airport Blvd.
Santa Rosa, CA 95403

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

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

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

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

FAMAND INC DBA SITELOGIQ

Date _____

Date _____

RANDY S. HOWARD, General Manager

LISA SIRES, Director of Sales

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Famand Inc dba SitelogiQ, ("Contractor") shall provide the heating, ventilation and air-conditioning ("HVAC") services, and any miscellaneous maintenance, 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 are not limited to the following:

1. Servicing of heat exchangers, which includes but is not limited to maintaining proper fluid levels, adjusting of fluid flows, and adjusting and replacing of heating strips as needed;
2. Compressor servicing and replacement;
3. Removal of ice on units as needed;
4. Replacing filter and belts; and
5. Servicing Bear Canyon station swamp coolers.

All services will be billed according to Time & Material (T&M) Rates.

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:

Regular Time	\$180.00 per hour
Overtime	\$270.00 per hour
Holiday / Sunday	\$360.00 per hour
Truck Charge	\$ 50.00 per service call

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.

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: April 8, 2020

COMMISSION MEETING DATE: April 16, 2020

SUBJECT: OSIsoft Enterprise Program Agreement and Amendment – Plant Information (PI)
– 5-year software licensing and remote monitoring agreement; Applicable to the following
Projects: All Northern California Power Agency (NCPA) Facilities

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:	Hydroelectric	

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 20-37 authorizing the General Manager to enter into an Enterprise Program Agreement and Amendment with OSIsoft, LLC for PI software, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$481,000 over five years, for use at all facilities owned and/or operated by NCPA.

BACKGROUND:

NCPA is seeking a third renewal of the PI Enterprise Program Agreement and Amendment with OSIsoft, LLC. PI software is a tool used at all NCPA facilities, including Roseville dispatch, to track historical project data for reporting purposes and remote asset monitoring. The software allows NCPA to aggregate disparate data including process data, performance data, emissions data (CEMS), plant equipment data, vibration data, among others to allow monitoring asset performance and helps to optimize plant operations.

NCPA entered into a five year Enterprise Software Licensing Agreement with OSIsoft effective March 17, 2015 for an amount not to exceed \$447,000. NCPA's usage of OSIsoft software dates back to 2003. NCPA is heavily invested in PI software and has a good working relationship with OSIsoft, LLC. The current agreement expired on March 17, 2020. This 2020 PI software renewal is the third licensing renewal, and will be retroactively renewed back to the expiration date of March 17, 2020.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$481,000 over five years, to be used out of NCPA approved annual operating budgets on a yearly basis. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

This Software Licensing Agreement provides for the payment of annual Enterprise Software Licensing fees to use the OSIsoft PI software. No bidding or selection process is associated with this agreement.

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 Enterprise Program Agreement and recommendation for approval was reviewed by the Facilities Committee on April 1, 2020, and was recommended for Commission approval on Consent Calendar.

The Enterprise Program Agreement and recommendation for approval was reviewed by the Lodi Energy Center Project Participant Committee on April 6, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution
- Enterprise Program Agreement and Amendment between NCPA and OSIsoft, LLC

RESOLUTION 20-37

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING AN ENTERPRISE PROGRAM AGREEMENT AND AMENDMENT WITH OSISOFT, LLC TO MAINTAIN PLANT INFORMATION SOFTWARE

(reference Staff Report #150:20)

WHEREAS, the Northern California Power Agency ("NCPA") operates plants for generating power, including the Geothermal, Hydroelectric, Combustion Turbine 1 and 2 and Lodi Energy Center plants ("Plants"); and

WHEREAS, NCPA requires software to aggregate data to allow monitoring of asset performance, help to optimize plant operations and retain historical data for reporting purposes; and

WHEREAS, OSISOFT, LLC has developed a software for Plant Information ("PI") to standardize and improve plant data at the Plants; and

WHEREAS, NCPA has used PI Software for over 10 years at all Plants including Roseville dispatch to compare data for use in reporting, development of key performance indicators and to aid plant operations; and

WHEREAS, this 2020 PI Software renewal is the third licensing renewal, and will be retroactively renewed back to the expiration date of March 17, 2020; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a five-year Enterprise Program Agreement and Amendment with OSISOFT, LLC for PI software, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$481,000, for use at all facilities owned and/or operated by NCPA.

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

Enterprise Program Agreement

March 17, 2020

("Effective Date")

OSIsoft, LLC ("**OSIsoft**")
Attn: Legal Department
1600 Alvarado St.
San Leandro, CA 94577
Phone: (510) 297-5800

Northern California Power Agency ("**Licensee**")
651 Commerce Dr.
Roseville, CA 95678

Contacts:

Business:

Name: Adele Ward
Email: adele@osisoft.com
Phone: 510-297-5850

Legal:

Name: Legal Department
Email: legal@osisoft.com
Facsimile: (510) 295-2444

Contacts:

Business:

Name: Amber Summersett
Email: Amber.Summersett@ncpa.com
Phone: (209) 728-1387 ext. 321

Legal:

Name:
Email:
Phone:

This Enterprise Program Agreement ("**Enterprise Agreement**" or "**Agreement**") effective as of the Effective Date specified above incorporates by this reference the terms and conditions of that certain Software License and Services Agreement with an effective date of 09/17/2003 (if applicable, OSIsoft Agreement # 1011396) (the "**SLA**") by and between OSIsoft, LLC ("**OSIsoft**"), and Northern California Power Agency. Unless otherwise specified, all capitalized terms in this Enterprise Agreement have the meaning defined in the SLA. This Agreement supersedes and replaces that certain Enterprise Program Agreement dated March 17, 2015 ("**Former Enterprise Agreement**"). All Enterprise Infrastructure (as defined in the Former Enterprise Agreement Section 3.1) licensed under the Former Enterprise Agreement shall become subject to the terms and conditions of this Agreement on its Effective Date.

1. COMMERCIAL TERMS

Term	Five (5) years
Enterprise Licensed Software	Enterprise Infrastructure delivered to Licensee under the Former Enterprise Agreement <ul style="list-style-type: none">• PI Server Tools <ul style="list-style-type: none">• PI Datalink• PI ProcessBook• PI Vision (Publisher & Explorer)• PI WebParts• PI Manual Logger(Desktop & Mobile)• PI System Access (PSA) Standard Interfaces & Connectors (refer to our Tech Support Webpage on https://osisoft.com for the full list of Standard Interfaces and Connectors)

Annual Enterprise Services Fee	Licensee's annual Enterprise Services subscription price shall be equal to [REDACTED] (" Enterprise Services Rate ") of the License Fee Basis. " License Fee Basis " shall be the Initial License Fee plus any additional license fees paid hereunder for Enterprise Licensed Software
Initial License Fee	Licensee has received Enterprise Infrastructure under the Former Enterprise Agreement for the Licensed Assets specified in Exhibit A of this Agreement for a previously fully paid license fee of [REDACTED]
Net Licensee Fee Due:	\$ [REDACTED]
Net Initial Annual Enterprise Services Fee Due:	[REDACTED]
Initial Invoice Total	[REDACTED]

2. ENTERPRISE SERVICES

The services described below in Sections 2.1 and 2.2 shall be known as ("**Enterprise Services**").

2.1. Enterprise Support.

- (a) **Remote Monitoring of PI Systems.** Licensee will permit OSISOFT to remotely monitor certain performance metrics of Licensee's Enterprise Licensed Software through unattended access in accordance with the mutually agreed Enterprise Roadmap ("**Remote Monitoring**"). The software used to provide Remote Monitoring is for use only by OSISOFT in providing the Enterprise Services or by Licensee to monitor the performance of the Enterprise Licensed Software, and may not be used by Licensee for any purpose including, without limitation, to monitor other software programs or equipment. Remote Monitoring is in no way meant to serve as a safety monitoring service and Licensee shall indemnify OSISOFT against any claims resulting from Licensee's failure to operate Licensee's equipment in a safe manner. In the event that Licensee ceases to subscribe to Enterprise Services, Licensee will delete Remote Monitoring software upon OSISOFT's request. OSISOFT may use data collected by Remote Monitoring to issue to Licensee recommendations for hardware and software (Enterprise Licensed Software and OS) upgrades and other measures Licensee may implement to increase Enterprise Licensed Software performance as agreed in the Enterprise Roadmap.
- (b) **Telephone Assistance and Remote Support Service.** Licensee will be entitled to contact the OSISOFT telephone support desk seven (7) days a week, twenty-four (24) hours a day to ask questions or seek advice regarding the use of the Enterprise Licensed Software. OSISOFT will assist Licensee in using the Enterprise Licensed Software and in identifying and providing workarounds, if possible, for problems with the Enterprise Licensed Software. OSISOFT will use its best efforts to return all calls for support within four (4) hours.
- (c) **Bug Fixes.** OSISOFT will use reasonable efforts to provide Licensee with an avoidance procedure for and a correction of each material defect in the Enterprise Licensed Software that cause the Enterprise Licensed Software not to conform in all material respects with the applicable OSISOFT documentation (a "**Bug Fix**").
- (d) **Software Updates and Upgrades.** As OSISOFT develops permanent solutions for known Enterprise Licensed Software problems, OSISOFT will, from time to time, incorporate such solutions into planned updates to the Enterprise Licensed Software, as applicable, ("**Updates**"). Such Updates may also include enhancements and extensions or other changes to the Enterprise Licensed Software as are determined by OSISOFT to be suitable to the uses made of the Enterprise Licensed Software by OSISOFT's licensees and are made available by OSISOFT to its other subscribers to Enterprise Services.

- (e) **Licensee Vendor Benefits.** OSIsoft will extend telephone support to Licensee IT vendors in their support of Licensee's use of the Enterprise Licensed Software. As a condition to providing such support, Licensee will notify OSIsoft of vendors authorized to seek support on Licensee's behalf and provide all relevant contact information. Such vendors will also have facilitated access to OSIsoft's relevant partner program.

2.2. Enterprise Services

- (a) **Customer Success Manager.** A global Customer Success Manager ("**CSM**") will be assigned to Licensee's account to provide a reasonable amount of coordination and assistance for questions pertaining to architecture and deployment of Enterprise Licensed Software, as well as project management. Licensee will assign its own Program Manager ("**Licensee Program Manager**") to manage the relationship with OSIsoft. The Licensee Program Manager is responsible for the identification of potential installations globally and to identify and make available the required resources within Licensee. The CSM will strive to understand the business of Licensee and develop domain knowledge to further facilitate collaboration in utilization of the Enterprise Licensed Software. Additionally, the CSM will coordinate between OSIsoft technical staff and Licensee to create and maintain, as part of the Enterprise Roadmap, a central monitoring philosophy for the Enterprise Licensed Software, including alerts, proactive remedial actions and fixes. OSIsoft reserves the right to change the CSM at any time upon notice to Licensee.
- (b) **Enterprise Roadmap.** OSIsoft, in collaboration with Licensee, will develop a roll out and update plan ("**Enterprise Roadmap**") for the Enterprise Licensed Software. This Enterprise Roadmap will be modified to account for material changes in the Licensed Assets. The parties will work together to develop a schedule and process for producing this Enterprise Roadmap.

The Enterprise Roadmap will specify what services OSIsoft will provide on an annual basis during the term of this Enterprise Agreement and for what areas Licensee will have primary responsibility. Areas of consideration to be documented in the annual Enterprise Roadmap may include but not be limited to:

- Identification, prioritization and set target timelines for business and technical objectives where OSIsoft's products or services will be of assistance
- Enterprise architecture considerations such as:
 - technical architecture diagram,
 - hardware and software requirements,
 - remote access requirements and plan,
 - selection of interfaces,
 - update and back-up strategy
 - migration strategy
- Site/Asset installation schedule, areas of responsibility and frequency of updates
- Identification, scheduling, and utilization of Technical Advisory Services, Learning, and Event Vouchers, as defined in Section 2.2(h).
- Administration items such as Annual Review expectations, true-up process and travel and living budget considerations

Taking into account Licensee's stated business objectives and resources, the Enterprise

Roadmap will include a proposed schedule, recommendations on training for Licensee personnel and end users, best practices and other recommendations for operation of the Enterprise Licensed Software. The Enterprise Roadmap will be updated annually based on Licensee's updated business objectives and resources.

- (c) **Periodic Reviews.** Periodic reviews will be conducted on an as-needed basis by the CSM, Licensee Program Manager and appropriate management personnel ("***Periodic Reviews***"). Periodic Reviews may be conducted in person at a mutually agreed upon location or virtually, using web-based collaboration tools. Periodic Reviews shall be based upon a quarterly review report prepared by the OSIsoft team and supervised by the CSM and will address any concerns identified by the CSM or Licensee Program Manager, and be specifically focused on Licensee's opportunities and goals. The Enterprise Roadmap may be adjusted and modified during Periodic Reviews.
- (d) **Installation of Enterprise Licensed Software.** OSIsoft will provide a single installation, upgrade and migration service per each of your Sites per year for Enterprise Licensed Software in accordance with the mutually agreed Enterprise Roadmap. These installation services will be performed remotely from OSIsoft's offices or through an installation manager server installed on Licensee's network and connected to Licensee's deployment locations and computers ("***Installation Management System***"). On an exception basis as expressly agreed in the Enterprise Roadmap and subject to 2.2(f) below, these installations may be performed manually on-site at Licensee's facilities. Licensee will provide the Datastream Point configuration in electronic format for configuration of interface(s) as set forth in the mutually agreed Enterprise Roadmap.
- (e) **Technical Advisory Services.** We will provide you with reasonable assistance and information resources in your application of Enterprise Licensed Software for your particular needs, per the initiatives jointly agreed upon in the annual Enterprise Roadmap. Examples of our Enterprise Service offerings, which may incur additional cost, are described in the Enterprise Support section of [osisoft.com](https://www.osisoft.com/uploadedFiles/Content_(New)/About_OSIssoft/Legal/OSIssoft-service-offerings-20181210.pdf)
[\[https://www.osisoft.com/uploadedFiles/Content_\(New\)/About_OSIssoft/Legal/OSIssoft-service-offerings-20181210.pdf\]](https://www.osisoft.com/uploadedFiles/Content_(New)/About_OSIssoft/Legal/OSIssoft-service-offerings-20181210.pdf)

The scope of work for each Technical Advisory Services engagement will be created by the CSM for Licensee's review and approval. The scope of work will include a description of the deliverables, Licensee participation required, anticipated scheduling and the number of Vouchers required to complete the engagement. Licensee shall bear complete responsibility for determining whether any concepts, preliminary designs, application recommendations or advice by OSIsoft are appropriate for Licensee's operations. OSIsoft personnel delivering Technical Advisory Services will strive to understand Licensee's business, but in no event does OSIsoft represent that such personnel are experts in Licensee's particular industry. While Licensee's operational and business data will remain Licensee's Confidential Information, Licensee acknowledges that OSIsoft may utilize deliverables of general applicability to assist other customers or improve the Enterprise Licensed Software, even if such deliverables are based upon requirements provided by Licensee. These materials may include, but are not limited to, application designs, architecture, general engineering or programming methodologies in common use or within a particular industry, algorithms, sample screens or enhancements to the Enterprise Licensed Software.
- (f) **On-Site Assistance.**
 - (i) In the event that OSIsoft is unable to resolve a problem with the Enterprise Licensed Software through Remote Monitoring, the Installation Management System, telephone

support or remote connection, Licensee may request OSISOFT to provide on-site assistance. After verifying the need for on-site assistance, OSISOFT will use its best efforts, subject to the reasonable availability of its personnel, to commence travel for such on-site assistance within one (1) business day for travel of less than 1000 miles from OSISOFT's facilities, and within two (2) business days otherwise. OSISOFT will render on-site assistance to Licensee until resolution of the problem is completed or identified or for so long as reasonable progress is, in OSISOFT's judgment, being made. OSISOFT may suspend the performance of on-site assistance as required to obtain additional resources, but will resume such assistance when such resources become available. Licensee agrees to supply OSISOFT with access to and use of all information and facilities reasonably necessary for OSISOFT to render any on-site services pursuant to this Agreement. OSISOFT will comply with all reasonable safety rules and procedures provided by Licensee to OSISOFT personnel in advance.

- (ii) OSISOFT's obligation with respect to on-site assistance is limited to isolating, identifying, and reporting problems associated with Enterprise Licensed Software. If problems are isolated to Enterprise Licensed Software, OSISOFT will provide Licensee with Bug Fixes, as available. As an interim solution, until a Bug Fix is available, OSISOFT will use reasonable efforts to assist Licensee in finding an avoidance procedure, if possible, which allows use of the Enterprise Licensed Software.
- (iii) OSISOFT will invoice and Licensee will pay OSISOFT's out of pocket expenses incurred in providing on-site assistance pursuant to Section 2.2(i). If on-site assistance is necessary because Licensee has failed to meet the Technical Prerequisites (as defined below) for Enterprise Services, or otherwise fails to permit OSISOFT to access remotely the relevant computer system, then OSISOFT will invoice and Licensee will pay for the time spent by OSISOFT personnel in connection with providing such on-site assistance, in accordance with OSISOFT's then-current field services rates. The origin of any problems associated with the Enterprise Licensed Software will not affect any amounts invoiced for on-site services, even if such problems are caused by Nonqualified Products (as defined below).

- (g) **Migration of Third Party Historical Data.** OSISOFT will assist Licensee in migrating data from third party historian software to the Enterprise Licensed Software. Data from the third party historian must be provided by Licensee to OSISOFT in a format compatible with an existing OSISOFT interface. OSISOFT will supply Licensee with the technical requirements to prepare such data files. OSISOFT will convert the data supplied by Licensee into a data file that is compatible with the Enterprise Licensed Software. The data will not be validated by OSISOFT. Data validation is the sole responsibility of the Licensee. The migration scope does not include migration of calculations or applications.

(h) **Vouchers.**

Licensee will receive two different types of services vouchers ("***Vouchers***");

- (i) **Learning Vouchers:** Licensee will receive one (1) Learning Voucher per [REDACTED] paid to OSISOFT for Enterprise Services per year. Learning Vouchers may be used for standard training courses at OSISOFT training locations at a rate of one (1) voucher per one (1) seat per training day. Licensee may request that a standard or custom training course be conducted onsite at one of licensee's facilities. For onsite training, learning vouchers may be used at a rate of [REDACTED]. Onsite training is limited to a maximum of [REDACTED] students. An additional [REDACTED] learning vouchers will be charged for custom training courses to cover the additional preparation time.
- (ii) **Event Vouchers:** Event Vouchers may only be redeemed for admission to an OSISOFT user's event at a rate of one (1) seat per [REDACTED] paid to OSISOFT for Enterprise Services

per year.

From time to time OSIsoft may make other services or admission to other events available for purchase with these vouchers. Vouchers are valid for one (1) year from each anniversary date of the Effective Date of this Enterprise Agreement and cannot be carried over to subsequent years. In no event may vouchers be redeemed for anything other than the foregoing including, without limitation, software products, professional services or cash, unless otherwise expressly agreed by the parties.

Vouchers cannot be sold, bartered, swapped or exchanged.

- (i) **Travel and Living Expenses.** Licensee will reimburse OSIsoft for all reasonable out of pocket travel or living expenses incurred in connection with mutually agreed upon services provided by OSIsoft under this Enterprise Agreement, including without limitation onsite installations, onsite training sessions, kickoff meetings, Periodic Reviews or any other visit to Licensee's premises by OSIsoft services personnel; provided, however, that as a public agency, Licensee shall not reimburse for travel, food and related costs to the extent such costs exceed the amounts permitted by the Internal Revenue Service. Travel and living expenses will be charged in addition to any Service Vouchers redeemed or services fees paid for such services. OSIsoft will incur such expenses in compliance with its then-current field services travel policy, which will be provided to Licensee upon request.

2.3. General Conditions to Enterprise Services All Enterprise Services to be rendered by OSIsoft hereunder are subject to the following conditions:

- (a) **Technical Prerequisites.** In order for OSIsoft to provide Enterprise Services, Licensee recognizes that certain technical pre-requisites must be met ("***Technical Prerequisites***"). OSIsoft will notify Licensee of any Technical Prerequisites in the Enterprise Licensed Software documentation or the Enterprise Roadmap. These prerequisites may include, but are not limited to, Licensee's acquisition of one or more additional computer servers for the Installation Management System, providing a connection for periodic remote access to target computer hardware that will accept reports, messages, and file transfers for purposes of troubleshooting, remote installations and application of updates, and Licensee access to a voice line in proximity to a relevant computer system during telephone support calls. When remote access is necessary, Licensee's system must be available to OSIsoft when required, and OSIsoft must have a logon, password, and sufficient priority to access the system when needed. Licensee recognizes that proper operation of Remote Monitoring and Installation Management System will require installation of certain software that will be removed should Enterprise Services be terminated. Should Licensee not meet the Technical Prerequisites or otherwise prevent OSIsoft's provision of Remote Monitoring, operation of the Installation Management System or not permit remote installations, then Remote Monitoring and remote installation services will not be provided.
- (b) **Nonqualified Products.** OSIsoft shall have no obligations or responsibilities of any kind hereunder with respect to any hardware or software product other than the Enterprise Licensed Software ("***Nonqualified Products***"). Nonqualified Products shall also include software provided by OSIsoft that has not been released for general commercial distribution. If the performance by OSIsoft of the Enterprise Services is made more difficult or impaired because of Nonqualified Products, OSIsoft shall so notify Licensee, and Licensee will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render services under this Enterprise Agreement. Licensee shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Enterprise Licensed Software or the OSIsoft software that enables Enterprise Services.
- (c) **Backup Procedures.** OSIsoft will recommend, but Licensee is solely responsible for maintaining, a procedure external to the Enterprise Licensed Software for reconstruction of lost or altered files, data, or programs to the extent deemed necessary by Licensee and for actually reconstructing any lost or altered files, data or programs.

- (d) **Operator Procedures.** Licensee shall at all times follow routine operator procedures as specified in the documentation accompanying Enterprise Licensed Software.
- (e) **Licensee Representative.** A designated representative of Licensee shall be present at all times OSIsoft is performing services on Licensee's premises. OSIsoft personnel will not enter or remain at Licensee's premises or the premises in the absence of such Licensee representative.
- (f) **Isolation.** Licensee is solely responsible for ensuring that the Enterprise Licensed Software is isolated from any process links or anything else that could cause harm before requesting on-site assistance.
- (g) **Additional Services.** For clarification, any services beyond the scope of Enterprise Services as specified in this Agreement including, without limitation, providing on-site installation services beyond those expressly provided in the Enterprise Roadmap or additional services or time required as a result of Licensee not meeting any Technical Prerequisites (such as not having the appropriate hardware prepared as specified by OSIsoft), will be subject to OSIsoft's then-current field services rate. As of the Effective Date this rate is \$2,000/person/day. OSIsoft may annually update this rate upon thirty (30) days' prior written notice to Licensee. OSIsoft will provide an estimate using the then-current applicable rates upon request.

3. ENTERPRISE LICENSING

3.1. Definitions.

"Asset" means the following types of primary power generation equipment: (i) fossil (gas & coal) generation and nuclear generation collectively referred to as thermal energy generation (***"Thermal Assets"***); (ii) hydroelectric generation (***"Hydro Assets"***); solar energy generation (***"Solar Assets"***); (iv) wind energy generation (***"Wind Assets"***); and (v) geothermal generation (***"Geothermal Assets"***). Collectively these may be referred to as ***"Generation Assets."***

"Licensed Asset Capacity" means the output capacity of each Asset measured as specified in Exhibit A, updated or confirmed annually during the Term. The ***"Baseline Asset Capacity"*** is the Licensed Asset Capacity of each Asset in Exhibit A on the Effective Date.

"Operating Data" is (i) data generated directly by operation of the Assets, including all analyses, calculations and derivatives thereof, and (ii) market, environmental, meteorological data or other information that is used to operate the Assets.

"Enterprise Licensed Software" is OSIsoft's commercial proprietary software system defined in Section 1, Commercial Terms of this Agreement; it is comprised of certain database, visualization, analytic and interface OSIsoft Products as described in the then-current accompanying documentation.

3.2. Scope of License.

- (a) **Qualified Assets Only.** Licensee may use the Enterprise Licensed Software only for the purpose of processing the Operating Data generated by the facilities identified in Exhibit A as ***"Licensed Assets"***.
- (b) **Additional Licensed Assets.** Licensee may add additional Licensed Assets to Exhibit A upon written notification to OSIsoft or in connection with each Annual Review as provided below.
- (c) **Usage by Licensee.** Licensee may use unlimited copies and quantities of Enterprise Licensed Software (including Datastream Points) for the purpose of:

- (i) processing Operating Data generated by the Assets up to the Licensed Asset Capacity as may be revised in accordance with this Enterprise Agreement; and
 - (ii) redundancy and failover options, development systems, test systems, research and development, pilot plants, analysis of financial data pertaining to the Asset, and operation of a central Enterprise Licensed Software system to monitor other Enterprise Licensed Software systems installed throughout Licensee's organization.
- (d) **Limitations on Scope.** Enterprise Licensed Software may not be used to process Operating Data: (i) generated by non-Licensed Assets, even if such Operating Data is stored in equipment located within a Licensed Asset; (ii) to monitor facilities including, without limitation, power consumption of Licensee's information technology assets and HVAC systems; or (iii) in any automated metering initiative or similar customer direct billing or metering initiatives.
- 3.3. Usage by Licensee's Services Vendors.** Licensee's contractors may also use the Enterprise Licensed Software solely for the benefit of Licensee and subject to the terms and conditions of this Enterprise Agreement. Licensee will be responsible for monitoring usage of the Enterprise Licensed Software by its contractors to ensure compliance with this Enterprise Agreement.
- 3.4. Enterprise Services Maintenance.** As a condition to retaining its licenses to Enterprise Licensed Software, Licensee agrees to maintain a current Enterprise Services subscription for all Enterprise Licensed Software purchased hereunder.

4. ENTERPRISE PROGRAM PRICING

4.1. Licensing and Enterprise Services Rate Adjustments.

- (a) **Licensed Asset Capacities.** Licensed Asset Capacities are measured in megawatts "***MW***", meaning nameplate power generation capacity.
- (b) **Material Change in Licensed Asset Capacities:** A material change in the Licensed Asset Capacity shall be defined as a 5% change in the Baseline Asset Capacity in the aggregate for each defined Asset type as shown in the **Pricing Table** in subsection (c) below.
- (c) **Annual Review.** At least forty-five (45) days prior to the anniversary of the Effective Date, OSIsoft shall commence performance, and at least thirty (30) days prior to the anniversary of the Effective Date, shall complete, an annual review of the Licensed Assets and deliver a final written report to Licensee ("***Annual Review***"). Before such final written report is generated, OSIsoft shall provide Licensee a preliminary written Annual Review report, affording Licensee up to ten (10) business days to respond with any objections to the report, and for the parties to make informal, good faith efforts to resolve such issues before the final report for the Annual Review is issued with invoice. If the Annual Review reveals that Licensee is using any Enterprise Licensed Software to process data generated by additional Assets or there is a material increase in the Licensed Asset Capacity of an Asset, Licensee shall purchase the required Enterprise Licensed Software licenses at the License fee specified below and OSIsoft will include such new Licensed Assets in the Enterprise Services calculation for the new Review Period:

Pricing Table

Asset Description	Licensing Fee
Wind Generation	████████
Solar Generation	████████
Geothermal Generation	████████
Fossil Generation	████████ ██████████
Hydroelectric Generation	████████

If Licensee has ceased operating a Licensed Asset and all use of the Enterprise Licensed Software containing the Operating Data generated from the Licensed Asset, or there is otherwise a material decrease in the Licensed Asset Capacity, then Licensee's annual Enterprise Services fee will be reduced by the Enterprise Services Rate multiplied by the applicable License Fee specified in the table above as applied to the net decrease in aggregate Licensed Asset Capacity in OSIsoft's Enterprise Services calculation for the new Review Period. **Notwithstanding the foregoing, in all events if you retain at least one Asset under this enterprise agreement, you will pay a minimum of \$ ██████████ USD for Enterprise Services per Review Period.**

4.2. Agreement Term. This Enterprise Agreement shall expire five (5) years from the Effective Date ("**Term**"). In the event of termination or expiration in accordance with this section, the Enterprise Conversion Procedure in subsection 4.2(b) shall apply.

(a) **Pricing Protection:** Following the expiration of the Term and for so long as Licensee does not allow any lapse in its Enterprise Services subscription for the Enterprise Licensed Software pursuant to a subsequent Enterprise Program Agreement, should the parties mutually agree to enter into it ("**Successor Enterprise Agreement**"), OSIsoft will not increase Licensee's Enterprise Services Rate or Enterprise Licensed Software license fees by any more than 7.5% per annum, accruing as of the anniversary of the Effective Date. Licensee's Enterprise Services subscription must remain current to maintain the license rights set forth in this Enterprise Agreement. Should this subscription lapse at any time during the Term or Successor Enterprise Agreement, the Enterprise Conversion Procedure set forth in subsection 4.2(b) shall apply. All License fees and Enterprise Services fees paid are nonrefundable.

(b) **Enterprise Conversion Procedure:** In the event Licensee does not maintain Enterprise Services or if this Agreement is otherwise terminated in accordance with this Section 4.2, Licensee's usage limits for Enterprise Licensed Software will be inventoried as further described below, and converted to the license levels then-currently in use by Licensee, using the license units as defined in Licensee's SLA and the nearest OSIsoft Product sizes in OSIsoft's then-current applicable price list. Licensee will no longer be eligible to receive any Enterprise Services and all pricing, except as set forth below, shall be canceled. Licensee shall provide OSIsoft an inventory of all OSIsoft Software that has been installed, including the number of PI servers, number of Datastream Points configured, number of Individual Users and interface Nodes. OSIsoft will have the opportunity to perform an audit to validate this inventory and Licensee will pay OSIsoft's then-current field service rates for the time required to complete this audit should it reveal that Licensee has underreported by more than 5% of the final agreed upon audit outcome. For the inventoried OSIsoft products, Licensee may purchase annual software maintenance and support at OSIsoft's then-current applicable list price. Any future expansions of these systems or any additional OSIsoft Products will be available from OSIsoft at OSIsoft's then-current applicable list price, under the terms of Licensee's SLA.

4.3. Ordering and Delivery.

- (a) **Annual License Review.** On an annual basis dating from the Effective Date (the “*Review Period*”) OSIsoft and Licensee will perform an OSIsoft Product license review. Licensee will provide OSIsoft with all reasonably requested information necessary to determine whether Licensee is using the Enterprise Licensed Software within the purchased license limits. Unless otherwise agreed, the initial Review Period shall commence with the Effective Date.
- (b) **Additional Licensed Assets through Review.** OSIsoft and Licensee have agreed to the Licensed Assets specified in **Exhibit A**. The Licensed Assets may be modified at the end of each Review Period as necessary. At the end of each Review Period, Licensee will submit an order to OSIsoft for the Enterprise Licensed Software licenses and corresponding Enterprise Services fees required to cover any additional Assets or material increase in the Licensed Asset Capacity at the prices stated in this Enterprise Agreement.
- (c) **Fulfillment.** Licensee or Licensee Affiliates may submit requests for additional copies of any Enterprise Licensed Software without payment of additional license fees. Such requests may be submitted in any form mutually agreeable to both parties. Electronic delivery is the default method.
- (d) **Availability.** Enterprise Licensed Software is only available from OSIsoft directly and not through any third party distributor or sales channel.

5. GENERAL CONDITIONS

- 5.1. Affiliate Eligibility.** “*Licensee Affiliate*” means any entity that controls, is controlled by, or is under common control with Licensee. For purposes of this Enterprise Agreement, “control” of an entity means having ownership of at least fifty percent (50%) of the voting equity or beneficial interest of such entity. Licensee Affiliates that Licensee would like to add to this Enterprise Agreement are listed in the attached **Exhibit A**. Licensee may add Licensee Affiliates to this Enterprise Agreement by providing OSIsoft with written or electronic notice containing the contact information for each relevant Licensee Affiliate specified in **Exhibit A**. Upon OSIsoft’s consent, not to be unreasonably withheld or delayed, such Licensee Affiliates will be added to this Enterprise Agreement and **Exhibit A** will be deemed amended accordingly. Licensee Affiliates on **Exhibit A** are entitled to use and order Enterprise Licensed Software and shall be bound by this Enterprise Agreement as a “Licensee”. Notwithstanding the foregoing, any such Licensee Affiliate shall remain eligible to receive the benefits of this Enterprise Agreement only so long as it continues to qualify as a Licensee Affiliate as defined in this Section. Should a Licensee Affiliate no longer qualify as such under this Enterprise Agreement, then Licensee will notify OSIsoft and such change of ownership or control shall be considered an assignment, subject to subsection 5.2 below, of the OSIsoft Products then being used by such Licensee Affiliate for purposes of this Enterprise Agreement, and such Licensee Affiliate will no longer be eligible to order any Enterprise Licensed Software or receive Enterprise Services under this Enterprise Agreement. Licensee and any Licensee Affiliate that purchases OSIsoft Product licenses shall be jointly and severally liable for any breach of this Enterprise Agreement by any Licensee Affiliate.
- 5.2. Assignment.** Licensee may assign Enterprise Licensed Software licensed under this Enterprise Agreement provided that Licensee provides prior written notice to OSIsoft. The usage limits for any assigned Enterprise Licensed Software will be converted to the license levels then-currently in use by Licensee, using the license units as defined in OSIsoft’s then-current standard Software License and Services Agreement and the nearest server sizes in OSIsoft’s then-current applicable price list (“*Converted Software*”). Licensee will provide OSIsoft with all information reasonably necessary to determine the appropriate license sizes for the Converted Software. Licensee hereby acknowledges

that as a condition of any assignment OSIsoft may require the assignee to: (i) purchase up to one year of support and maintenance services at OSIsoft's then-current rate; (ii) pay OSIsoft's then-current license fees for the software assigned; and (iii) execute OSIsoft's then-current standard Software License and Services Agreement. Except as otherwise specified in writing by OSIsoft, Orders submitted by the assignee will be in accordance with OSIsoft's then current list price. Any attempted assignment or transfer of the Enterprise Licensed Software or this Enterprise Agreement, whether by operation of law, as a result of any change in control (as defined in paragraph 5.1) of Licensee or otherwise without complying with this Section shall be null and void.

5.3. Supply Chain Cyber Security. In accordance with the obligations, policies and procedures of its Ethical Disclosure Policy (<https://osisoft.com/ethical-disclosure-policy> last updated for purposes of this Agreement on March 10, 2016) and this Enterprise Agreement, OSIsoft agrees to notify NCPA , by telephone or email whenever a Security Incident is discovered. "Security Incident" means any circumstance when (i) OSIsoft knows or reasonably believes that NCPA Confidential Information received from NCPA and stored by OSIsoft in the course of OSIsoft's performance of Enterprise services under this Enterprise Agreement, has been disclosed to unauthorized persons; (ii) OSIsoft knows or reasonably believes that the cybersecurity of the OSIsoft software products provided to NCPA under the SLA, or the Enterprise Licensed Software by OSIsoft under this Enterprise Agreement, has been compromised. Within seven (7) calendar days of notification of any such "Security Incident", OSIsoft will provide follow-up documentation to NCPA that will include a description of the breach, potential security impact, root cause, and recommended corrective actions to be taken by NCPA and OSIsoft. OSIsoft's total cumulative liability under the SLA and Enterprise Agreement for material breach of its obligations under this section, shall be limited to NCPA's direct damages resulting from the breach, in an amount not to exceed the greater of the software license fees paid OSIsoft within 12 months preceding the date the claim arose, or \$250,000, whichever is greater.

5.4. Scope of Enterprise Agreement. Unless otherwise specified, this Enterprise Agreement supersedes all prior agreements, understandings or arrangements with respect to the subject matter hereof and any existing OSIsoft software products within Licensee's possession or control shall be subject to the terms and conditions of the SLA and this Enterprise Agreement, as applicable. Any pricing provided herein cannot be combined with any other discounts including, without limitation, any discounts for volume purchases. OSIsoft may refuse any Orders submitted by Licensee or a Licensee Affiliate pursuant to any other pricing agreement, understanding or arrangement.

(continued on following page)

Execution Copy

IN WITNESS WHEREOF, the parties have executed this Enterprise Agreement as of the Effective Date through their duly authorized representatives. Each individual signatory below hereby represents and warrants that they have full corporate power and authority to execute this agreement and bind the respective parties to the terms and conditions of this Enterprise Agreement.

OSIsoft, LLC

Licensee: Northern California Power Agency

DocuSigned by:
Signature: Sue Quense
04805979B477421...
Name: Sue Quense

Signature: _____

Name: Randy Howard

Title: VP North America Sales

Title: General Manager

Date: 4/7/2020

Date: _____

DocuSigned by:
Signature: Kimthu Doan
EBF27D7211904AF...
Name: Kimthu Doan

Title: SVP Customer Success

Date: 4/7/2020

Exhibit A

Initial Licensee Affiliates, Licensed Assets and Asset Capacities

1) Site Name:	Spicer Meadow 1,2, &3	4) Site Name:	Lodi CT
Site Status (if existing site, list the Business Partner #):	<input type="checkbox"/> New Site <input checked="" type="checkbox"/> Existing Site BP #: _____	Site Status (if existing site, list the Business Partner #):	<input type="checkbox"/> New Site <input checked="" type="checkbox"/> Existing Site BP #: _____
Licensee Affiliate Legal Name:		Licensee Affiliate Legal Name:	
Contact Name, phone & email:		Contact Name, phone & email:	
Physical Street Address:		Physical Street Address:	
City, State, Zip Code:		City, State, Zip Code:	
Country:		Country:	
Baseline Asset Capacity	5.85 MW	Baseline Asset Capacity	24.8 MW
2) Site Name:	Collierville 1&2	5) Site Name:	Lodi Energy Center
Site Status (if existing site, list the Business Partner #):	<input type="checkbox"/> New Site <input checked="" type="checkbox"/> Existing Site BP #: _____	Site Status (if existing site, list the Business Partner #):	<input type="checkbox"/> New Site <input checked="" type="checkbox"/> Existing Site BP #: _____
Licensee Affiliate Legal Name:		Licensee Affiliate Legal Name:	
Contact Name, phone & email:		Contact Name, phone & email:	
Physical Street Address:		Physical Street Address:	
City, State, Zip Code:		City, State, Zip Code:	
Country:		Country:	
Baseline Asset Capacity	253 MW	Baseline Asset Capacity	280 MW
3) Site Name:	Alameda 1&2	6) Site Name:	Lodi STIG
Site Status (if existing site, list the Business Partner #):	<input type="checkbox"/> New Site <input checked="" type="checkbox"/> Existing Site BP #: _____	Site Status (if existing site, list the Business Partner #):	<input type="checkbox"/> New Site <input checked="" type="checkbox"/> Existing Site BP #: _____
Licensee Affiliate Legal Name:		Licensee Affiliate Legal Name:	
Contact Name, phone & email:		Contact Name, phone & email:	
Physical Street Address:		Physical Street Address:	
City, State, Zip Code:		City, State, Zip Code:	
Country:		Country:	
Baseline Asset Capacity	49.6 MW	Baseline Asset Capacity	49.9MW

7) Site Name:	Geothermal Plant 1 (Unit 1 & 2)
Site Status (if existing site, list the Business Partner #):	<input type="checkbox"/> New Site <input checked="" type="checkbox"/> Existing Site BP #: _____
Licensee Affiliate Legal Name:	
Contact Name, phone & email:	
Physical Street Address:	
City, State, Zip Code:	
Country:	
Baseline Asset Capacity	51MW
8) Site Name:	Geothermal Plant 2 (Unit 1 & 2)
Site Status (if existing site, list the Business Partner #):	<input type="checkbox"/> New Site <input checked="" type="checkbox"/> Existing Site BP #: _____
Licensee Affiliate Legal Name:	
Contact Name, phone & email:	
Physical Street Address:	
City, State, Zip Code:	
Country:	
Baseline Asset Capacity	49MW
9) Site Name:	
Site Status (if existing site, list the Business Partner #):	
Licensee Affiliate Legal Name:	
Contact Name, phone & email:	
Physical Street Address:	
City, State, Zip Code:	
Country:	
Baseline Asset Capacity	

OSIsoft Proof of Insurance:



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 3/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (MP) Heffernan Insurance Brokers 14608 O'Brien Drive Menlo Park CA 94025		CONTACT NAME PHONE (A/C No. Ext): 650-842-5200 FAX (A/C No.): 650-842-5201 E-MAIL ADDRESS:	
INSURED OSIsoft LLC 1600 Alvarado Street San Leandro CA 94577		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hanover American Insurance Company 36064	
		INSURER B: Aflac Financial Benefit Insurance Company 41840	
		INSURER C: Massachusetts Bay Insurance Company 22306	
		INSURER D:	
		INSURER E:	
INSURER F:			

COVERAGES		CERTIFICATE NUMBER: 1841175799		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSTR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OTHER GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ZDFD20962203	4/1/2020	4/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZDFD20962203	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA/LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ g			UHFD20962203	4/1/2020	4/1/2021	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY/INTELLLECTUAL PROPERTY EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W2FD19422803	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Issued as proof

CERTIFICATE HOLDER OSIsoft LLC 1600 Alvarado Street San Leandro CA 94577	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Product Usage Terms Amendment to Corporate Family Software License and Services Agreement

(**Effective Date**)

OSIsoft, LLC ("**OSIsoft**")
Legal Department
1600 Alvarado Street
San Leandro, California 94577 USA
Phone: +1 (510) 297-5800

Contacts:

Business:

Name: Adele Ward
Email: adele@osisoft.com
Phone: 925-330-7999

Legal:

Name: Legal Department
Email: legal@osisoft.com
Facsimile: (510) 295-2444

Northern California Power Agency ("**Licensee**")
651 Commerce Dr.
Roseville, CA 95678

Contacts:

Business:

Name: Amber Summersett
Email: Amber.Summersett@ncpa.com
Phone: (209) 728-1387 ext. 321

Legal:

Name: _____
Email: _____
Phone: _____

This is an Amendment (the "**Amendment**") to that certain Corporate Family Software License and Services Agreement dated (OSIsoft Agreement #) (the "**SLA**" or the "**Agreement**") by and between OSIsoft, LLC ("**OSIsoft**"), and Northern California Power Agency ("**Licensee**"). Collectively OSIsoft and Licensee are referred to as "Parties". Unless otherwise specified, all capitalized terms in this Amendment have the meaning defined in the SLA. The Parties, in consideration of the mutual promises and covenants contained herein and in the SLA, and intending to be legally bound, agree that the SLA is hereby amended as follows:

1. Exhibit A of the SLA, OSIsoft Product Usage Terms and License Usage Definitions, is hereby replaced and superseded by the attached **Exhibit A**: Product Usage Terms, which shall form an integral part of the Agreement, and shall govern all OSIsoft Products that Licensee obtains from OSIsoft, as of the Effective Date and for the remainder of the term of the Agreement. In the attached **Exhibit A**, references to "you" and "your" mean "Licensee," and references to "we," "us" and "our" refer to OSIsoft (unless, in context, "us" clearly refers to both Parties). "OSIsoft software" or "Our software" or "software product" refers to OSIsoft Products licensed under this SLA, unless clearly referring to software/products available through an online or other agreement.
2. Licensee acknowledges and agrees that it will use all OSIsoft Products it licenses from OSIsoft, as of the Effective Date, and all updates and modifications thereto, in accordance with the terms, conditions and restrictions of the SLA and this Amendment. Any OSIsoft Products licensed by Licensee prior to the Effective Date of the undersigned Amendment shall continue to be governed by the Product Usage Terms in effect at the time of the relevant transaction.

All of the terms and conditions of the SLA shall continue in full force and effect except as modified by the terms of this Amendment. In the event of any inconsistency between the terms and conditions of this Amendment and the terms and conditions of the SLA, the terms and conditions of this Amendment shall control and govern.

IN WITNESS WHEREOF, the Parties have entered into this Amendment:

OSIsoft, LLC

Licensee: Northern California Power Agency

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

OSI

EXHIBIT A **Product Usage Terms**

This document describes the license limits and usage metrics that are applicable to the software licenses you obtain from us, OSIsoft, according to your agreement.

OUR SOFTWARE

Data Collection

Data collection offerings facilitate data ingress and include products such as PI Interfaces, PI Connectors, and other products listed on <https://techsupport.osisoft.com/Products/PI-Interfaces-and-PI-Connectors>. Individual offerings may be licensed in one of the following ways:

1. Licensing by **node**
 - a. A node refers to a host computer, either physical or virtual, on which you may install our software. In other words, a node refers to a single instance of an operating system.
 - b. Included with a node license is the right to deploy multiple instances of software on the single node for performance or other architectural reasons.
2. Licensing by **connection**
 - a. A connection refers to a link between one copy of our software and another copy of our software or a third party data source.
3. Included in each data collection offering license is the right to a failover deployment that only sends data if the primary interface or connector deployment fails, i.e., an active-passive arrangement.
4. In addition, the following requirements apply to specific offerings:
 - a. PI to PI Interface:
 - i. Each connection is treated as unidirectional.
 - ii. For bi-directional data transfer, two licenses of PI to PI Interfaces are required.
 - b. Certain PI Interfaces and PI Connectors are licensed via metrics specific or unique to the offering, e.g., number of phasor measurement units. Refer to the documentation with the product quote for a detailed description.

Storage

Storage offerings are used to store and contextualize data. Storage offerings include PI Server and supporting servers and add-ons. Individual offerings may be licensed in one of the following ways:

1. Licensing by **node and data streams**
 - a. A node refers to a host computer, either physical or virtual, on which you may install our software. In other words, a node can be referred to a single instance of an operating system.
 - i. If the number of nodes is not specified in the accompanying documentation, you may only operate the software on one node.
 - b. Data streams are data tags or modules that are used by our software to set up, configure, or store data or data structures.
 - i. Data stream points are not transferrable within nor between products.
2. Licensing by **node and data streams of a primary PI Server**

- a. Supporting servers and PI Server add-ons are always associated with and configured to match a primary PI Server.
 - b. Licensing is based on the node and the data stream points of the referenced primary PI Server.
3. In addition, the following requirements apply to specific offerings:
- a. **PI Test Server**
 - i. Is used for testing or training purposes.
 - ii. Cannot be used in a production environment and may be subject to a time-out or data access limitations.
 - b. **Ancillary PI Server**
 - i. Is used in a supporting role to a single licensed PI Server for validation or network architecture reasons, e.g., data diode requirement. An ancillary PI Server mirrors the configuration of the primary PI Server against which it is licensed.
 - ii. If the configuration of an ancillary PI Server becomes distinct from the PI Server it is meant to support, it is no longer an ancillary PI Server. It is instead an independent PI Server.
 - iii. Cannot be used as a roll-up server, e.g., central server pulling data from multiple servers.
 - c. **High Availability (HA) PI Server**
 - i. HA PI Servers are configured to form a collective with the primary PI Server.
 - ii. Members of an HA collective cannot be separated to operate as independent PI Servers.
 - d. **PI System Access (PSA)**
 - i. PSA is a license to permit intermediary (non-OSIsoft) software programs or devices to access data stored in the PI Server or supporting servers.
 - ii. A PSA license is required:
 1. When deploying a non-OSIsoft software program, application, or device that programmatically accesses data stored in the PI Server or supporting servers.
 - iii. A PSA license is not required:
 1. When deploying our software such as client tools or integrators.
 - e. **PI Collection Suite, PI Visualization Suite**
 - i. Products licensed under PI Collection Suite can only be used to input data into the PI Server against which it is licensed.
 - ii. Products licensed under PI Visualization Suite can only be used to access data from the PI Server against which it is licensed.

Client Tools

Client tools are used to visualize and interact with data. Individual offerings may be licensed in one of the following ways:

1. Licensing by **individual user**
 - a. An individual user license allows software to be installed in physical and/or virtualized environments.
 - b. Software that is licensed by individual user may be installed on up to 2 personal computers; a primary computer and a single additional computer to facilitate home office or remote use.
 - i. An installation from an individual user license cannot be used by multiple people at the same time.

- c. If you access individual user licensed software through a terminal program or remote installation, each computer from which you are accessing the terminal program consumes one license. In other words, the number of licenses required is the same regardless of whether a terminal program is used.
2. Licensing by **named user**
- a. A named user refers to one person in the organization and their associated login account.
 - b. Software licensed by named user can be accessed from any device.
 - c. You may reassign a named user account from one person to another provided that the reassignment occurs no sooner than 90 days since the last reassignment.
3. In addition, the following requirements apply to specific offerings:
- a. **PI Vision**
 - i. "Named User – publisher" is a license for full display manipulation capabilities including creating, editing, and saving displays.
 - ii. "Named User – explorer" is a license to view and interact with displays. Permissions exclude the saving of displays.
 - b. **Bundles**
 - i. The license limitation applies to the bundle as a whole.
 - ii. You may not separate the products from the bundle and use them separately. For example, purchasing one individual user license for a Combo Pack means that PI ProcessBook and PI DataLink products included in the Combo Pack may only be installed on a single node together and not on two separate nodes.
 - c. **RtReports**
 - i. In using the RtReports Server, you may not exceed the number of connections with licensed PI Servers that you have purchased.
 - ii. In using the RtReports Generator and Editor, you may not exceed the number of concurrent connections you have purchased. Concurrent connections refers to the maximum number of connections between the RtReports Generator or Editor and the RtReports Server you may make at any one time.

Integrators

Integrators are used for the purpose of integrating PI Server data with 3rd party tools such as Microsoft SQL, Apache Kafka, etc. Individual offerings are licensed as follows:

1. Licensing by **actively published data streams**
- a. Actively published data streams refers to PI Server data that has been published to a 3rd party software within the last 7 days.
 - b. Each installation requires a license. Licensing is not based on the aggregate data streams across installations.
 - c. The data streams may be from one or more licensed PI Servers.

Edge Data Store

The Edge Data Store facilitates collecting, storing, and exposing asset and sensor data streams.

- a. Each instance requires a license. Licensing is based on the aggregated data streams across an instance up to the number of data streams listed in the corresponding quote.
- b. The data streams may be aggregated from one or more data sources.

GENERAL TERMS

The following terms are applicable to all of the software products above.

Licensing Models

1. Licenses for our software are either for a set term, perpetual, or subscription based.
2. When you buy a perpetual license for a product, subject to your agreement with us, we will grant you a perpetual, nonexclusive, nontransferable (except as specified in your relevant agreement) license to use the products as provided in these Product Usage Terms.
 - a. Unless otherwise specified by us, your software purchase is for a perpetual license.
3. When you buy a set-term or subscription license for a product, we will grant you a nonexclusive, nontransferable (except as specified in your relevant agreement) license to use the products as provided in these Product Usage Terms only for the then current set-term or subscription.
 - a. Unless otherwise agreed upon in writing, subscription terms are one (1) year from the subscription start date provided in our quotation accepted by you through a corresponding order.
 - b. Upon expiration or other termination of the subscription term, use of OSIsoft software must end unless the term is renewed on mutually agreed terms. Any copies of software must be destroyed.

Copying

1. You are authorized to store a reasonable number of offline copies of our software and documentation solely for recovery of the system from events, including but not limited to hardware failure, operating system failure, or damage caused by malicious users or software.
2. Only data collection failover deployments may run in parallel with the primary data collection deployment without an explicit license.
 - a. All other copies of software running in parallel with the primary deployment must be explicitly licensed.
 - b. For example, software that is copied for backup purposes may not be used for training, testing, as a hot standby nor as a caching server. The software may only be used to recover from a failure.

Attributions and Use of OSIsoft Marks

1. You agree to follow our branding guidelines when using any trademarks, trade names, logos, and designation that we use for our software ("OSIsoft Marks"). There has been no payment for use of OSIsoft Marks. You agree to not:
 - a. Claim any right, title or interest in any OSIsoft Mark;
 - b. Register, seek to register, or cause to be registered any OSIsoft Mark, other than in our name and at our specific request;
 - c. Adopt and use any trademark, trade name, logo or designation that might be confusingly similar to any OSIsoft Mark;
 - d. Attach any other trademark, trade name, logo or designation to our software;
 - e. Adapt or remove OSIsoft Marks from our software or collateral;

- f. Use any OSIssoft Mark in connection with products other than our software.
2. You will assist us, if requested and at our expense, to register our trademarks in our name. For example, the request may be for assistance to demonstrate that our trademark is used in commerce.

Limitations

1. Your rights in our software are limited to those expressly granted by us in your applicable agreement, and we reserve all other rights, title, interest and licenses in our software.
2. Unless otherwise authorized in a separate written license agreement or by applicable law, you agree to never:
 - a. Modify, disassemble, decompile, or reverse engineer our software or permit a third party to do so;
 - b. Make copies of our software, except as expressly permitted in this agreement;
 - c. Use our software to provide service-bureau, software rental, or time-sharing with any third party that is not your affiliate or contractor.

Third Party Products

1. We may distribute software products to you that are subject to a license by third parties. These products are not subject to any agreement you may have with us.
2. Our software may contain third party software components. These components and the associated third party agreements are listed at [www.osisoft.com]. By using these software components, you are bound by the associated licensing agreements and agree to their terms and conditions.

Authorized Third Parties

Authorized third parties, e.g., contractors and consultants, may use the software you license from us but solely for your benefit. You agree that you will be responsible for their compliance with your agreement(s) with us.

Data Sharing

1. Data sharing refers to allowing access to data or transferring data via our software to third parties that are not your affiliate or authorized third party.
 - a. You may share data for your non-commercial benefit with third parties using properly licensed software. You agree that you will be responsible for their compliance with your agreement(s) with us.
 - b. Data sharing as part of a business model or commercial engagement requires a separate agreement with us. Some examples of business models based on data sharing include monitoring services and maintenance services.

U.S. Government

If you are a U.S. government entity or you provide our software to the U.S. government, this paragraph will apply. Our software was developed at private expense and is licensed as "commercial computer software" as defined under FAR 2.101 under the terms of this agreement as provided in FAR 52.277-19 and DFARS 227-7202 or their successors, as applicable.

Lawful Use of Our Software

1. For export purposes, our software is designated as EAR 99 by the U.S. government. You may obtain further details with respect to this export classification by referring to <http://www.osisoft.com/legal-notices/>.
2. You agree to comply with all applicable laws, regulations, rules and other requirements, now or hereafter in effect, of any applicable governmental authority, in the use of our software.
3. Without limiting the foregoing, you acknowledge that the distribution and use of our software, accompanying documentation, and related technical data (collectively "OSIsoft Technology") is subject to U.S. export laws and that these laws may restrict the export and re-export of software and technology of U.S. origin.
4. You will not export or re-export, directly or indirectly, any OSIsoft Technology, to any destination, individual or entity that is prohibited by U.S. export control laws or for any use restricted by U.S. export control laws, such as sensitive or unguarded nuclear activities or activities related to chemical or biological weapons or missiles, without obtaining all necessary approvals in advance.
5. You agree to furnish us any information and take any action requested by us to enable us to comply with applicable laws, orders and regulations related to our software license agreement. You may find current export classification information on our website to facilitate your compliance with U.S. law.
6. You may not use our software to operate or control any inherently dangerous application. Notwithstanding the preceding sentence, you may use our software in a commercial nuclear power facility so long as you do not use our software: (i) in any manner where failure of our software would affect the operability of your facility or affect your ability to safely cease all operations of the facility; (ii) to control any safety related system or in any safety related application; or (iii) in any manner that would violate applicable laws or regulations. You agree that we may terminate this agreement and that you will indemnify and hold us harmless from any and all claims, liability, costs, damages and losses arising out of or related use of our software or accompanying documentation in violation of this paragraph. We bear no responsibility to test, certify, validate or take any further action regarding our software or accompanying documentation with the Nuclear Regulatory Commission or any other government agency. Obtaining such approvals, if any, will be your sole responsibility.

Replacement Software

1. Some of the software we provide to you (e.g., under SRP services or under warranty) will replace an older version. You understand that the new software we provide to you does not increase your license limits, and that if you use the new software, you must stop using the old software.
2. You may keep one copy of the old software for archival purpose only. All other copies of old software must be deleted.

[End of Exhibit]



Commission Staff Report

Date: April 7, 2020

COMMISSION MEETING DATE: April 16, 2020

SUBJECT: Navigant Consulting, Inc. - First Amendment to the Multi-Task Consulting Services Agreement; Applicable to the Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

FROM:	Jane Cirrincione	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
Department:	Legislative & Regulatory	

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

RECOMMENDATION:

Staff is recommending the Northern California Power Agency (NCPA) Commission approve Resolution 20-39 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Navigant Consulting, Inc., with any non-substantial changes as approved by the NCPA General Counsel, changing the vendor name to Guidehouse, Inc., for continued use by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

BACKGROUND:

State law requires all electric utilities to prepare wildfire mitigation plans and present to their governing boards a third-party, independent evaluation of completed plans.

On July 29, 2019, NCPA entered into a Multi-Task Consulting Services Agreement with Navigant Consulting, Inc., to provide Wildfire Mitigation Plan technical advisory services and independent evaluation services for the NCPA, NCPA Members, SCPPA, or SCPPA Members, as requested. The term of the Agreement is up to five years, and the contracted amount is not-to-exceed \$1,000,000 over the term of the Agreement.

On October 11, 2019, Navigant Consulting, Inc., was acquired by Guidehouse LLP and Navigant Consulting, Inc.'s name was changed to Guidehouse, Inc.

This amendment will change the vendor name in the agreement to Guidehouse, Inc. This amendment does not change any of the other terms or conditions of the agreement.

FISCAL IMPACT:

Upon execution, the total cost of the Agreement remains not to exceed \$1,000,000 over the five year term, to be used out of NCPA approved annual operating budgets as services are rendered or to be recovered via pass-through costs to members procuring services under the scope of this Agreement.

SELECTION PROCESS:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place similar enabling agreements with Siemens Industry, Inc., and Dudek for similar services and 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.

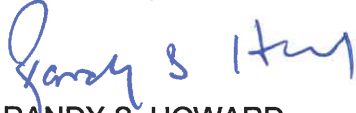
ENVIRONMENTAL ANALYSIS:

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 will be reviewed by the Legislative and Regulatory Affairs Committee on April 15. Contingent on the Committee’s recommendation for Commission approval, staff will present the item for Commission consideration.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 20-39
- Multi-Task Consulting Services Agreement with Navigant Consulting, Inc.
- First Amendment to Multi-Task Consulting Services Agreement with Navigant Consulting, Inc., n/k/a Guidehouse, Inc.

RESOLUTION 20-39

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES AGREEMENT WITH NAVIGANT CONSULTING, INC., n/k/a GUIDEHOUSE, INC.

(reference Staff Report #152:20)

WHEREAS, state law requires all electric utilities to prepare wildfire mitigation plans and present to their governing boards a third-party, independent evaluation of completed plans; and

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

WHEREAS, Agency and Navigant Consulting, Inc. entered into a Multi-Task Consulting Services Agreement dated effective July 29, 2019, (the "Agreement") for Navigant Consulting, Inc. to provide Wildfire Mitigation Plan technical advisory services and independent evaluation services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members, as requested; and

WHEREAS, effective October 11, 2019, Navigant Consulting, Inc. was acquired by Guidehouse LLP and Navigant Consulting, Inc.'s name was changed to Guidehouse Inc., and the Agency desires to agree to substitute the new Guidehouse, Inc. name in place of the Navigant Consulting, Inc., name in the Agreement; 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 the Multi-Task Consulting Services Agreement with Navigant Consulting, Inc., with any non-substantial changes as approved by the NCPA General Counsel, changing the vendor name to Guidehouse, Inc., for continued use by NCPA, its Members, by the Southern California Public Power Authority (SCPPA), or by SCPPA Members.

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



**FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE
NORTHERN CALIFORNIA POWER AGENCY AND
NAVIGANT CONSULTING, INC., n/k/a GUIDEHOUSE, INC.**

This First Amendment ("Amendment") to the Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Navigant Consulting, Inc. n/k/a Guidehouse Inc. ("Consultant") (collectively referred to as "the Parties") as of _____, 2020.

WHEREAS, Agency and Navigant Consulting, Inc. entered into a Multi-Task Consulting Services Agreement dated effective July 29, 2019, (the "Agreement") for Navigant Consulting, Inc. to provide Wildfire Mitigation Plan technical advisory services and independent evaluation services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members, as requested; and

WHEREAS, effective October 11, 2019, Navigant Consulting, Inc. was acquired by Guidehouse LLP and Navigant Consulting, Inc.'s name was changed to Guidehouse Inc. and the Agency desires to agree to substitute the new Guidehouse, Inc. name in place of the Navigant Consulting, Inc. name in the Agreement; and

WHEREAS, the Parties now desire to amend Section 10.8 entitled "Notices" of the Agreement to list the correct contact at Guidehouse, Inc.; and

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

WHEREAS, the Parties agree to replace Navigant Consulting, Inc. with Guidehouse Inc. where it appears in the Agreement; and

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

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

WHEREAS, Navigant Consulting, Inc. n/k/a Guidehouse Inc. consents to the modifications in this Amendment;

NOW, THEREFORE, the Parties agree as follows:

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

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

Mr. Chris Luras, Partner
Guidehouse Inc.
4001 South 700 East, Suite 500
Salt Lake City, Utah 84107

With copy to:

Guidehouse Inc.
ATTN: General Counsel
1800 Tysons Blvd., 7th Floor
McLean, VA 22102

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

3. Agency hereby approves the replacement of the name "Navigant Consulting, Inc." with "Guidehouse, Inc.", Consultant, in the Agreement.
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

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

Date: _____

NAVIGANT CONSULTING, INC. n/ka
GUIDEHOUSE INC.

CHRIS LURAS, Partner



Commission Staff Report

April 7, 2020

COMMISSION MEETING DATE: April 16, 2020

SUBJECT: Approval of Fiscal Year 2021 Annual Budget

AGENDA CATEGORY: Discussion/Action

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

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

The NCPA Commission adopt and approve the FY2021 Annual Budget and Working Capital and Funding Requirement as outlined in Resolution 20-38 and as detailed in the attached budgetary support and Annual Budget document.

BACKGROUND:

In October 2019, the Commission approved budget guidance for the NCPA FY2021 Annual Budget. Staff began preparation of the proposed budget during the following months. From February through April 2020, staff presented the budget to various Commission Committees as follows:

- Facilities Committee (March 4th, April 1st)
- Legislative and Regulatory Committee (February 19th)
- Utility Directors (March 13th Retreat, April 9th)
- Budget Preview (Commission meeting March 26th)
- Lodi Energy Center Project Participants Committee (February 10th, March 9th)

Presentations made to the Commission and Committees during review of the proposed FY2021 Annual Budget are located on the NCPA website at: www.ncpa.com under the Meetings heading, Committees subheading on the dates indicated. The entire budget document is available on the Agency's extranet site, NCPA.Connect.

All changes resulting from the budget review meetings have been incorporated into the proposed FY2021 Annual Budget.

Overview of the FY2021 Annual Budget

This proposed budget totals \$431.2 million (net of revenues). Overall results are 6.0% or \$24.5 million dollar increase over the FY2020 approved budget. Budget changes include:

Generation Plants

- Decreases in Plants' Energy Sales (\$22.4m) due to lower estimated generation and lower forward curve market prices
- Increases in Fuel and Pipeline Transport Credits (\$0.8) due to higher prices
- Decreases in fuel costs (\$6.6m) for Lodi Energy Center and gas plant projects
- Lower O&M projects, capital projects and maintenance reserve costs (\$2.3m) due to deferrals of projects

Generation Resources

- Net increases in Member Contracts (\$0.2m)
- Net increases in Western Resources (\$4.7m)
- Net increases in NCPA Contracts (\$9.7m)
- Decreases in Load Aggregation costs, net of member owned generation CALSO energy sales (\$7.5m)
- Decreases in GHG obligation (\$0.5m) due to allowance balances

Transmission

- Increases in costs (\$3.2m) due to slight increases in gross load and increases in low voltage transmission access charges

Management Services

- Net increases in expenses (\$0.5m) due to increases in Salaries & Benefits offset by reductions in non-personnel related costs, outside services and one-time capital projects

Personnel

- Increase of four FTEs
- Decrease of four part-time interns

Miscellaneous

- Increase in APPA dues of \$18.6k
- Increase in Member Services projects of \$8.7k

Working Capital Deposit and Funding Requirement

The Agency provides Working Capital for its Participants and Programs through a combination of:

- Month Ahead Advance Billing;
- Project Financed Deposits; and
- Working Capital Participant Deposits of 15 to 30 days' equivalencies – see attached Analysis of Working Capital Requirements.

In connection with the preparation of the Annual Budget, the Working Capital Participant Deposits are adjusted each year to reflect any changes in the Annual Budget. The proportional allocation of these deposits are based on the participant's percentage in each Project or Program. Any additional deposit required is billed via the monthly All Resources Bill (ARB) and any Refund credit is deposited to the participant's account in the NCPA General Operating Reserve (GOR).

Please note calculations for the Lodi Energy Center have not been included based on the 60-day Operating Reserve requirement in the Power Sales Agreement (PSA) for that Project.

A summary of the proposed annual budget, analysis of the working capital deposit and funding requirement, and a copy of the PowerPoint presentation are attached.

FISCAL IMPACT:

The Executive Summary section of the budget document contains an analysis of the overall budget. Total proposed annual budget cost for FY2021 is approximately \$431.2 million, which represents an increase of 6.0% or a \$24.5 million dollar increase over the FY2020 budget as summarized in the attached schedule. Allocation of the FY2021 Annual Budget between members and LEC participants are based on participation levels on NCPA programs and projects and the approved cost allocations. Final funding allocation for each member is attached to this staff report and shown on pages 140-141 of the budget document.

The total calculated FY2021 Working Capital Deposit and Funding Requirements for the Annual Budget has increased \$178k or 1.77%. The attached schedule shows each participant's

Additional Requirement Charge or (Refund). The Additional Requirement Charge will be billed on the next ARB following Commission approval, and Refunds of credit amounts will likewise be deposited into the applicable participant's individual GOR account.

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 Legislative and Regulatory (L&R) Committee reviewed the L&R Program budget at their meeting on February 19, 2020 and unanimously approved the proposed program budget and recommended approval by the full NCPA Commission.

The Facilities Committee reviewed the Generation Services (except LEC), Power Management and Administrative Services/Executive Services budget at their meetings on March 4, 2020 and April 1, 2020. The Committee unanimously recommended approval of the Generation Services budgets, Power Management budget, and Administrative and Executive Services Budget.

The Lodi Energy Center Participants Committee reviewed the project budget on February 10, 2020 and March 9, 2020 and unanimously recommended approval to the Commission.

Respectfully submitted,


RANDY S. HOWARD
General Manager

Attachments:

- Resolution 20-38
- Budget Summary
- Participant Funding Summary
- Pay Schedule
- Analysis of Working Capital Deposit and Funding Requirements

RESOLUTION 20-38

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY ADOPTING THE FISCAL YEAR 2021 ANNUAL BUDGET AND WORKING CAPITAL DEPOSIT AND FUNDING REQUIREMENTS AND ADJUSTMENTS (reference Staff Report #144:20)

WHEREAS, the Amended and Restated Northern California Power Agency Joint Powers Agreement ("the JPA") provides in Article III section 3 that,

"3. None of the debts, liabilities, or obligations of NCPA shall be the debts, liabilities or obligations of any of the parties to this [Joint Powers] Agreement unless assumed in a particular case by resolution of the governing body of the party to be charged"; and

WHEREAS, certain members have assumed obligations of NCPA through approval of agreements by their governing bodies, such as the project third phase agreements, the Pooling Agreement, the Facilities Agreement, the Power Management and Administrative Services Agreement, the Scheduling Coordination Program Agreement, etc.; and

WHEREAS, the JPA provides in Article IV section 3(a) that,

"3(a). Each party hereto agrees that it will annually contribute, in proportion to its respective total retail electric power load (or where no retail load exists, the consumptive power load, or where no consumptive power load exists, other suitable measure as approved by the Commission) for the previous calendar year, to a fund or budget of NCPA which may cover up to one-third of legislative and regulatory activities or other NCPA general expenses not covered by other agreements or revenue sources, as may be approved by the Commission; and that such annual cash contribution to said fund or budget by any party may be up to fifteen cents (\$0.15) per megawatt hour (MWh) of said total retail electric power load or consumptive power load, or where no consumptive power load exists, other suitable measure as approved by the Commission, as submitted by such party to the Federal Energy Regulatory Commission or other governmental regulatory authority"; and

WHEREAS, the Amended and Restated Rules of Procedure for the Commission of the Northern California Power Agency (the NCPA Bylaws) provide in section 11 that,

"11. Budgets.

(a) NCPA Budget. The General Manager shall, not later than at the regular Commission meeting in May of each year, present a proposed budget for the ensuing fiscal year to the Commission, together with a statement of the payments to be required from the Members by such budget. Such budget shall include the various NCPA Project budgets. The Commission shall adopt such budget by resolution, with any changes ordered by it, not later than the regular meeting in June"; and

WHEREAS, in accordance with the NCPA Bylaws, the General Manager of NCPA has presented a proposed budget for Fiscal Year 2021 (FY2021); and

WHEREAS, the proposed budget in accordance with the JPA includes a proposed charge to the members of \$0.15 per MWh for a total assessment pursuant to the JPA of \$1,313,996; and

WHEREAS, certain of the members of NCPA have from time to time entered into a variety of agreements for the development and operation of NCPA Projects and Programs by which said members have agreed to be responsible for the costs of said Projects and Programs; and

WHEREAS, costs for each of the NCPA Projects and NCPA Programs have been included in the proposed FY2021 NCPA Annual Budget, and the Participants in each such NCPA Project and NCPA Program acknowledge that approval of the NCPA Annual Budget constitutes approval of the annual budget for each of said Programs and Projects; and

WHEREAS, all other costs not included in the JPA assessment have been primarily incurred, by original design, either directly or indirectly on behalf of NCPA Projects or in support of NCPA Programs developed and approved by the members over the years; and

WHEREAS, Project and Program costs have been equitably allocated between and among the NCPA Projects and Programs and such equitable allocation methodology has been approved by the Commission in previous budgets and through specific studies and Commission actions via Resolution 10-16 (Power Management Costs), Resolution 10-106 (Legislative and Regulatory Costs); and

WHEREAS, all such costs are operating and maintenance costs within the meanings and descriptions provided in both the Third-Phase (Take-Or-Pay) Agreements and the Federal Energy Regulatory Commission (FERC) Uniform Chart of Accounts, used to account for the Projects; and

WHEREAS, the Project Participants in all NCPA Projects through recommendation of the NCPA Facilities Committee and the Lodi Energy Center Project Participant Committee have recommended approval of the FY2021 Annual Budget; and

WHEREAS, the participants in the Legislative and Regulatory Programs through recommendation of the Legislative and Regulatory Committee have recommended approval of the Legislative and Regulatory program budget as presented in the FY2021 Annual Budget; and

WHEREAS, the FY2021 Annual NCPA Budget is a comprehensive document that delineates, among other things, each member's fully allocated financial cost responsibility in connection with each and every service provided by the Agency through its various projects and programs; and

WHEREAS, the FY2021 Annual Budget for individual Projects as recommended by the respective Project participants of the various Projects and the related costs and revenues thereof are reflected in the Agency's proposed FY2021 Annual NCPA Budget; and

WHEREAS, the Agency provides Working Capital for its Projects and Programs through a combination of month ahead advanced billing, project financed deposits; and working capital participant deposits of 15 to 30 days' equivalencies; and

WHEREAS, the FY2021 Working Capital Deposit and Funding Requirement schedule shows each participant's Additional Requirement Charge or (Refund); and

WHEREAS, the Additional Requirement Charge will be billed on the next ARB following Commission approval, and Refunds of credit amounts will be deposited into the applicable participant's individual NCPA G.O.R. account; and

WHEREAS, the FY2021 Annual NCPA Budget document also contains certain proposed position changes, reclassifications and salary or pay schedules which also require Commission approval; and

NOW, THEREFORE, BE IT RESOLVED by the Commission of the Northern California Power Agency as follows:

Section 1. This Commission hereby finds and determines that the recitals contained herein above are true and correct.

Section 2. This Commission finds that the adoption of this resolution is exempt from the California Environmental Quality Act. It is not an action which will cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment (reference staff report 144:20).

Section 3. This Commission hereby irrevocably adopts, approves, and authorizes the program and project budgets which are an integral part of the FY2021 Annual Budget of the Agency, and it hereby irrevocably adopts, approves, and authorizes the FY2021 Annual Budget of the Agency. The Commission members hereby confirm their commitment and that of their respective member agencies, to provide funding of the FY2021 Annual Budget of the Agency in proportion to their individual shares therein, as shown in the attached summary of budget costs after full allocation of costs to all projects and programs of the Agency.

Section 4. This Commission hereby irrevocably adopts, approves, and authorizes the related participant charges or refunds from the analysis of the Working Capital Deposit and Funding Requirement schedule for FY2021.

Section 5. Not withstanding the generality of the foregoing, the Commission does hereby approve the classification and position changes and salary or pay schedules as noted in the Annual Budget and authorizes the General Manager to implement such changes.

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
CHAIRPERSON

ATTEST: _____
CARY PADGETT
ASSISTANT SECRETARY

**NORTHERN CALIFORNIA POWER AGENCY
ANNUAL BUDGETS**

GENERATION RESOURCES

NCPA Plants

Hydroelectric	
Geothermal	
Combustion Turbine No. 1	
Combustion Turbine No. 2 (STIG)	
Lodi Energy Center	
Subtotal	

Member Resources - Energy	
Member Resources - Natural Gas	
Western Resource	
NCPA Contracts & Market Power Purchases	
Load Aggregation Costs	
Net GHG Obligations	
Subtotal	

TOTAL GENERATION RESOURCES

TRANSMISSION

Independent System Operator	
Grid Management Charge (GMC)	
GMC Wheeling	
Ancillary Services (AS)	
Other Charges	
TOTAL TRANSMISSION	

MANAGEMENT SERVICES

Legislative & Regulatory	
Legislative Representation	
Regulatory Representation	
Western Representation	
Customer Programs	
Subtotal	

Judicial Action	
Judicial Action Direct Cost to Programs	
Power Management	
System Control And Load Dispatch:	
Dispatch & Real-time Resource Management	
Schedule Coordination	
System Control, And Data Acquisition	
WECC/NERC Compliance & Participation	
Subtotal	

FISCAL YEAR ENDED JUNE 30		Inc/(Dec)	%
2020	Proposed 2021		
\$ 27,409,624	\$ 29,166,942	\$ 1,757,218	6.4%
4,585,392	8,505,825	3,920,433	85.5%
4,903,526	6,572,178	1,668,652	34.0%
6,823,166	5,617,806	(1,205,360)	-17.7%
19,978,388	27,923,503	7,945,115	39.8%
63,700,096	77,786,154	14,086,058	22.1%
25,891,283	26,077,618	186,335	0.7%
74,252	118,503	44,251	59.6%
(2,517,251)	2,917,801	5,435,052	-215.9%
(1,218,419)	8,470,873	9,689,292	-795.2%
256,029,593	250,995,102	(5,034,491)	-2.0%
496,955	-	(496,955)	-100.0%
278,756,413	288,579,897	9,823,484	3.5%
342,456,509	366,366,051	23,909,542	7.0%

2,813,086	2,674,231	(138,855)	-4.9%
110,551,039	112,635,612	2,084,573	1.9%
2,147,406	3,750,031	1,602,625	74.6%
1,321,289	935,326	(385,963)	-29.2%
116,832,820	119,995,200	3,162,380	2.7%

2,129,183	2,177,174	47,991	2.3%
747,271	714,164	(33,107)	-4.4%
742,208	713,150	(29,058)	-3.9%
417,850	470,824	52,974	12.7%
4,036,512	4,075,312	38,800	1.0%
625,000	460,000	(165,000)	-26.4%
(74,546)	(74,282)	364	-0.5%
2,432,543	2,613,276	180,733	7.4%
2,612,044	2,796,676	184,632	7.1%
818,953	1,124,773	305,819	37.3%
200,434	212,588	12,154	6.1%
6,063,974	6,747,312	683,338	11.3%

**NORTHERN CALIFORNIA POWER AGENCY
ANNUAL BUDGETS**

Continued

Continued	FISCAL YEAR ENDED JUNE 30			
	2020	Proposed 2021	Inc/(Dec)	Budget %
Forecasting Planning, Prescheduling & Trading				
Forecasting	629,345	680,124	50,779	8.1%
Resource Planning, Optimization, Risk Analysis & Mgmt.	564,640	654,475	89,836	15.9%
Power & Fuel Transactions	144,628	152,852	8,223	5.7%
Pre-Scheduling	842,702	869,168	26,466	3.1%
Power Pool Oper. & Settlement Standards	561,645	376,012	(185,633)	-33.1%
Facilities Agreement Administration	180,654	191,183	10,528	5.8%
Subtotal	2,923,614	2,923,813	199	0.0%
Industry Restructuring & Regulatory Affairs				
Contract Admin, interconnection Svcs & External Affairs:	412,049	422,722	10,673	2.6%
Contract Maint, Negotiation and Administration & Litigation				
TANC Representation & Advocacy	673,819	703,475	29,656	4.4%
Western Representation & Advocacy	29,418	30,543	1,125	3.8%
Pooling Agreement Coordination and Administration	135,344	144,905	9,561	7.1%
	109,155	114,994	5,839	5.3%
Subtotal	947,737	993,918	46,181	4.9%
Green Power Project	-	-	-	0.0%
Gas Purchase Program	77,025	81,377	4,352	5.7%
Market Purchase Power Project	106,113	112,082	5,969	5.6%
Power Management Direct Cost to Programs	(1,364,510)	(1,449,578)	(85,068)	6.2%
Subtotal - Power Management	9,166,002	9,831,646	665,644	7.3%
Energy Risk Management				
ROC, RMC Meetings & Activities	50,503	51,050	548	1.1%
Counter-party Credit Review & Analysis	156,533	174,087	17,553	11.2%
Subtotal	207,036	225,137	18,101	8.7%
Settlements				
Deal Control Validation & Monitoring	395,690	347,316	(48,374)	-12.2%
ISO Data Validation & Monitoring	579,070	571,174	(7,896)	-1.4%
Subtotal	974,760	918,490	(56,270)	-5.8%
Integrated Systems Support	239,471	262,365	22,894	9.6%
TOTAL MANAGEMENT SERVICES	15,174,135	15,698,668	524,533	3.5%
PARTICIPANT PASS THROUGH COSTS (TANC, DUES, ETC)	1,560,447	1,590,641	30,194	1.9%
SUPPORT SERVICES	43,685	42,235	(1,450)	-3.3%
SUPPORT SERVICES REIMBURSEMENTS	(43,685)	(42,235)	1,450	-3.3%
TOTAL NET ANNUAL BUDGET COST	\$ 476,023,911	\$ 503,650,560	\$ 27,626,649	5.8%
OTHER THIRD PARTY REVENUE				
PM Service Revenue (Allocated via Nexant methodology)	2,012,847	1,857,886	(154,961)	-7.7%
PM Service Revenue (Allocated via A&G methodology)	223,650	206,432	(17,218)	-7.7%
Member Owned Generation ISO Energy Revenue	67,107,648	69,679,260	2,571,612	3.8%
Subtotal	69,344,145	71,743,578	2,399,433	3.5%
TOTAL ADJUSTED NET ANNUAL BUDGET COST	\$ 406,679,766	\$ 431,906,982	\$ 25,227,216	6.2%

GENERATION RESOURCES		Budget	Amount	BART	Brigs	Gridley	Headbush	Loft	Lompoc	Palatka	Pumas Sierra	Port of Oakland	Redding	Roseville	Santa Clara	Shasta Lake	Truckee-Donner	Utah	TD	All Other
Hydro	\$28,166,842	\$3,051,313	\$ -	\$ -	\$ -	\$ -	\$342,914	\$3,164,211	\$701,302	\$6,993,608	\$516,672	\$ -	\$2,478,988	\$11,235,589	\$ -	\$ -	\$ -	\$822,469	\$ -	\$ -
Geothermal	8,822,534	1,454,157	-	19,467	316,452	28,964	316,452	887,151	317,057	60,416	60,416	-	-	677,574	3,734,199	-	-	485,895	\$43,140	-
Contribution Tubero No. 1	6,672,178	1,434,048	-	12,927	22,003	-	383,376	880,322	383,376	-	119,386	-	-	-	2,738,409	-	-	597,411	-	-
Contribution Tubero No. 2 (STC)	5,617,606	1,067,383	-	-	-	-	-	2,219,633	286,189	-	-	-	-	2,045,001	-	-	-	-	-	-
Loft Energy Center	27,023,603	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Member Resource-Energy	77,882,863	7,006,302	2,072,381	116,617	666,739	-	1,555,663	10,133,306	2,327,111	6,993,608	943,183	-	-	5,301,489	26,883,870	-	-	660,986	\$43,140	12,119,616
Member Resource-Natural Gas	216,071,618	3,304,446	36,1802	-	-	-	-	1,161,013	19,973,312	134,780	1,062,183	-	-	-	-	-	-	-	-	-
Western Resource	118,530	1,402,830	-	1,827	10,327	-	3,963	62,366	42,764	-	288,040	-	-	-	-	-	-	40,771	-	-
NCPA Contracts & Market Power Purchases	8,470,872	1,739,595	7,907,880	3,437	78,886	29,204	2,810,4	2,607,072	4,663,7	-	-	-	-	-	-	-	-	(5)	-	-
Loft Acquisition Costs	250,995,102	13,482,882	17,225,862	899,407	1,370,162	-	2,990,482	16,477,332	5,027,637	32,407,453	5,415,404	4,577,051	-	-	147,254,702	-	-	4,228,991	-	0
Net O&M Obligations	297,857,445	17,046,325	25,488,544	653,853	1,555,880	-	3,023,646	16,027,745	5,124,425	33,673,550	5,622,204	5,704,584	-	-	147,254,702	-	-	4,376,468	\$43,140	-
TRANSMISSION																				
NCPA Plant Transmission *																				
Geothermal Plant 1	(90)	(30)	-	(119)	(85)	(1)	(8)	(29)	(6)	-	(1)	-	-	(6)	(3,16)	-	-	(10)	(3,194)	-
Geothermal Plant 2	(16,709)	(4,236)	-	(119)	(85)	(8)	(1,030)	(1,514)	(1,046)	(172)	(716)	-	-	(3,16)	-	-	-	(1,639)	(3,194)	-
Independent System Operator	119,985,200	\$3,866,427	12,761,739	428,590	982,737	2,168,680	11,846,417	3,723,724	24,247,961	2,995,150	3,461,585	-	-	(3,16)	44,485,179	-	-	3,053,070	(3,194)	-
MANAGEMENT SERVICES																				
LEGISLATIVE & REGULATORY																				
Legislative Representation	1,542,457	64,222	-	52,695	54,608	56,691	56,691	90,541	63,456	135,294	65,138	61,914	120,532	160,453	395,619	69,935	66,240	61,632	-	-
Regulatory Representation	595,599	27,660	-	17,351	17,913	19,242	19,242	25,738	20,545	44,340	21,367	20,389	39,557	52,688	125,772	22,940	21,728	20,252	-	-
Western Representation	713,150	20,104	8,114	8,114	11,020	4,191	4,191	9,469	5,717	20,159	28,308	10,682	158,991	80,491	160,069	13,423	5,764	16,539	-	-
JPA Assessment	1,313,996	55,489	68,789	2,416	5,193	11,834	11,834	64,633	20,420	136,328	22,512	17,732	112,335	177,392	599,535	30,707	26,102	16,539	-	-
Judicial Action	4,075,312	1,69,514	68,902	77,586	88,728	93,967	194,211	110,212	110,212	62,159	138,125	109,377	408,395	471,514	1,384,643	136,403	121,323	104,618	-	-
1 unit & Titles	346,118	46,894	442	2,197	3,316	8,671	8,671	46,080	14,631	81,640	11,940	13,395	-	16,616	87,786	-	-	12,141	1,979	-
Contingency **	40,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
POWER MANAGEMENT																				
Power Mgmt. SC&ED, ISS	11,044,179	1,039,046	979,710	82,280	114,616	208,438	1,114,320	398,530	1,641,249	332,078	529,949	-	-	528,211	3,448,060	-	-	303,616	137,258	-
Energy Risk Mgmt & Settlements	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Green Power Program	112,682	40,796	29,668	10,670	10,639	10,796	10,796	16,139	12,510	-	-	-	-	-	-	-	-	10,625	-	-
Market Purchase Program	83,577	1,050,544	1,099,379	100,661	157,246	227,047	1,155,749	470,299	1,641,249	332,078	529,949	-	-	528,211	3,448,060	-	-	326,604	137,258	-
Gas Purchase Program	15,896,688	1,261,210	1,078,724	180,617	229,271	329,720	1,359,020	535,035	2,444,046	465,143	652,621	-	-	1,016,541	4,751,598	136,403	121,323	442,053	133,258	-
TANC- SOT	89,800	35,904	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BNA&Controlling	837,500	-	180,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BPPA 60KW	4,700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
APPA Dues	333,436	24,804	-	1,286	4,041	7,278	26,627	13,220	43,089	487	487	-	-	86,425	74,166	12,219	13,779	9,004	-	-
SEPA Dues	19,000	2,436	-	467	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEED Dues	2,461	1,546	-	39	299	539	1,192	3,191	3,191	667	667	-	-	4,146	5,492	905	1,020	607	-	-
C&E Dues	10,000	667	-	667	667	667	667	667	667	667	667	-	-	667	667	667	667	667	-	-
ASE Dues	2,500	167	-	167	167	167	167	167	167	167	167	-	-	167	167	167	167	167	-	-
Subscriptions	18,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Western Maintenance	142,000	5,995	72,000	5,995	2,996	2,996	2,996	8,393	7,048	11,991	11,991	-	-	-	6,000	3,500	-	5,995	-	-
Customer Programs Projects **	100,235	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WR&GS Certificate Transfer Fees **	10,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pass Through Costs	1,990,641	71,917	252,000	13,407	8,658	16,191	76,203	27,126	198,377	11,294	13,311	66,677	69,443	615,090	14,444	16,120	22,199	-	-	-
Support Services	42,238	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Support Services Reimbursements	(42,238)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER THIRD PARTY REVENUE																				
PM Service Revenue (N&M)	(1,957,988)	(141,522)	(164,224)	(12,468)	(19,987)	(30,366)	(163,179)	(57,079)	(24,973)	(46,744)	(82,186)	-	-	(81,277)	(65,321)	-	-	(43,495)	(23,903)	-
PM Service Revenue (A&G)	(296,420)	(22,954)	(7,814)	(918)	(2,645)	(6,375)	(27,075)	(7,609)	(1,4328)	(3,359)	(1,448)	-	-	-	(86,720)	(35)	(25)	(9,103)	(23,903)	-
Member-Owned Generation ISO Energy Revenue	(68,679,326)	(444,799)	-	-	-	-	-	-	-	-	-	-	-	-	(67,780,440)	-	-	(227,508)	-	-
Revenue from Customers	(771,743,579)	(164,475)	(615,796)	(13,386)	(22,631)	(35,740)	(190,554)	(64,687)	(253,202)	(1,275,720)	(33,645)	(9,28)	(86,124)	(68,528,991)	(35)	(25)	(290,107)	(23,903)	(53,790)	-
JPA Assessment - Others																				
N&M NCPA - Participants	94,634	(3,860)	(4,387)	(174)	(375)	(854)	(4,659)	(1,499)	(8,339)	(1,610)	(1,232)	(8,107)	(12,003)	(40,729)	(2,173)	(1,739)	(1,223)	6,227	88,606	-
Credits to Participants	(34,336)	(3,860)	(4,387)	(174)	(375)	(854)	(4,659)	(1,499)	(8,339)	(1,610)	(1,232)	(8,107)	(12,003)	(40,729)	(2,173)	(1,739)	(1,223)	6,227	88,606	-
NET ANNUAL BUDGET COST	\$ 421,184,530	\$ 35,101,407	\$ 410,464,173	\$ 1,386,678	\$ 3,402,193	\$ 7,004,173	\$ 41,265,396	\$ 11,671,936	\$ 87,456,396	\$ 8,399,410	\$ 9,767,227	\$ 456,037	\$ 6,175,163	\$ 164,500,479	\$ 146,323	\$ 135,378	\$ 9,774,693	\$ 661,908	\$ 12,124,471	\$ 661,908

**Northern California Power Agency
Participant Funding Requirements (Gross,
FY 2021 Budget**

[illegible]

* Geothermal transmission shown separately from Plant due to participant allocation differences.

Funding Requirements (Gross)

NORTHERN CALIFORNIA POWER AGENCY
ADMINISTRATIVE GENERAL WAGE STRUCTURE
Effective December 20, 2020

GRADE	JOB CLASSIFICATION/JOB FAMILY	MINIMUM		CONTROL POINT		CTRL PT PLUS 15%
		ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL HOURLY
15	1 ACCOUNTANT/ANALYST I	69,784	33.55	87,214	41.93	100,298 48.22
17	1 ACCOUNTANT/ANALYST II	80,642	38.77	100,797	48.46	115,918 55.73
19	1 ACCOUNTANT/ANALYST III	93,184	44.80	116,480	56.00	133,952 64.40
9	1 ACCOUNTING CLERK I	45,219	21.74	56,514	27.17	65,000 31.25
11	1 ACCOUNTING CLERK II	52,250	25.12	65,312	31.40	75,109 36.11
13	1 ACCOUNTING CLERK III	60,382	29.03	75,483	36.29	86,798 41.73
9	1 ADMINISTRATIVE ASSISTANT/OFFICE ADMINISTRATOR I	45,219	21.74	56,514	27.17	65,000 31.25
11	1 ADMINISTRATIVE ASSISTANT/OFFICE ADMINISTRATOR II	52,250	25.12	65,312	31.40	75,109 36.11
13	1 ADMINISTRATIVE ASSISTANT/OFFICE ADMINISTRATOR III	60,382	29.03	75,483	36.29	86,798 41.73
30	1 AGM I/SENIOR DIRECTOR (E.g. Business Development)	206,461	99.26	258,086	124.08	296,795 142.69
31	1 AGM II (E.g. Power Mgmt, Generation, Leg & Reg, CFO/Admin)	221,957	106.71	277,430	133.38	319,051 153.39
32	1 AGM III	238,597	114.71	298,251	143.39	342,971 164.89
23	1 ASSISTANT CONTROLLER	124,446	59.83	155,563	74.79	178,901 86.01
25	1 ASSISTANT MANAGER: INFORMATION SERVICES	143,811	69.14	179,774	86.43	206,731 99.39
6E	1 ASSISTANT, STUDENT I	28,038	13.48	35,048	16.85	40,310 19.38
6F	1 ASSISTANT, STUDENT II	34,819	16.74	43,534	20.93	50,066 24.07
6G	1 ASSISTANT, STUDENT III	43,285	20.81	54,101	26.01	62,234 29.92
6H	1 ASSISTANT, STUDENT IV	50,003	24.04	62,504	30.05	71,885 34.56
14	1 COMPUTER TECHNOLOGY ANALYST	64,917	31.21	81,141	39.01	93,309 44.86
17	1 COMPUTER TECHNOLOGY ANALYST I	80,642	38.77	100,797	48.46	115,918 55.73
19	1 COMPUTER TECHNOLOGY ANALYST II	93,184	44.80	116,480	56.00	133,952 64.40
21	1 COMPUTER TECHNOLOGY ANALYST III	107,682	51.77	134,618	64.72	154,794 74.42
23	1 COMPUTER TECHNOLOGY ANALYST IV	124,446	59.83	155,563	74.79	178,901 86.01
20	1 ENERGY RESOURCE ANALYST III	100,173	48.16	125,216	60.20	143,998 69.23
16	1 ENERGY RESOURCE ANALYST I	75,005	36.06	93,766	45.08	107,827 51.84
18	1 ENERGY RESOURCE ANALYST II	86,694	41.68	108,347	52.09	124,613 59.91
23	1 ENERGY RESOURCE ANALYST IV	124,446	59.83	155,563	74.79	178,901 86.01
16	1 ENGINEER I	75,005	36.06	93,766	45.08	107,827 51.84
18	1 ENGINEER II	86,694	41.68	108,347	52.09	124,613 59.91
20	1 ENGINEER III	100,173	48.16	125,216	60.20	143,998 69.23
23	1 ENGINEER IV	124,446	59.83	155,563	74.79	178,901 86.01
24	1 ENGINEER V: SUPERVISING /PLANT	133,786	64.32	167,232	80.40	192,317 92.46
20	1 ENVIRONMENTAL, HEALTH & SAFETY SPECIALIST	100,173	48.16	125,216	60.20	143,998 69.23
16	1 EXECUTIVE ASSISTANT	75,005	36.06	93,766	45.08	107,827 51.84
32	1 GENERAL COUNSEL	238,597	114.71	298,251	143.39	342,971 164.89
36	1 GENERAL MANAGER	318,635	153.19	398,299	191.49	458,037 220.21
16	1 GEOLOGIST I	75,005	36.06	93,766	45.08	107,827 51.84
18	1 GEOLOGIST II	86,694	41.68	108,347	52.09	124,613 59.91
20	1 GEOLOGIST III	100,173	48.16	125,216	60.20	143,998 69.23
23	1 GEOLOGIST IV	124,446	59.83	155,563	74.79	178,901 86.01
24	1 GEOLOGIST V	133,786	64.32	167,232	80.40	192,317 92.46
16	1 GOVERNMENT RELATIONS REPRESENTATIVE I	75,005	36.06	93,766	45.08	107,827 51.84
18	1 GOVERNMENT RELATIONS REPRESENTATIVE II	86,694	41.68	108,347	52.09	124,613 59.91
20	1 GOVERNMENT RELATIONS REPRESENTATIVE III	100,173	48.16	125,216	60.20	143,998 69.23
22	1 GOVERNMENT RELATIONS REPRESENTATIVE IV	115,773	55.66	144,706	69.57	166,421 80.01
16	1 HUMAN RESOURCES ANALYST I	75,005	36.06	93,766	45.08	107,827 51.84
18	1 HUMAN RESOURCES ANALYST II	86,694	41.68	108,347	52.09	124,613 59.91
20	1 HUMAN RESOURCES ANALYST III	100,173	48.16	125,216	60.20	143,998 69.23
13	1 HUMAN RESOURCES ASSISTANT	60,382	29.03	75,483	36.29	86,798 41.73
27	1 HUMAN RESOURCES DIRECTOR	166,192	79.90	207,750	99.88	238,909 114.86
25	1 HUMAN RESOURCES MANAGER	143,811	69.14	179,774	86.43	206,731 99.39
13	1 LEGISLATIVE PROGRAM ASSISTANT	60,382	29.03	75,483	36.29	86,798 41.73
27	1 MANAGER, INFORMATION SERVICES	166,192	79.90	207,750	99.88	238,909 114.86
27	1 MANAGER, INFORMATION SERVICES & POWER SETTLEMENTS	166,192	79.90	207,750	99.88	238,909 114.86
29	1 MANAGER, PLANT	192,067	92.34	240,074	115.42	276,078 132.73

**NORTHERN CALIFORNIA POWER AGENCY
ADMINISTRATIVE GENERAL WAGE STRUCTURE
Effective December 20, 2020**

GRADE	JOB CLASSIFICATION/JOB FAMILY	MINIMUM ANNUAL HOURLY	CONTROL POINT ANNUAL HOURLY	CTRL PT PLUS 15% ANNUAL HOURLY
25	1 MANAGER, REGULATORY PROGRAM	143,811	179,774	206,731
26	1 MANAGER, RELIABILITY COMPLIANCE	154,606	193,253	222,227
17	1 MATERIALS/WAREHOUSE COORDINATOR I	80,642	100,797	115,918
19	1 MATERIALS/WAREHOUSE COORDINATOR II	93,184	116,480	133,952
7	1 OFFICE ASSISTANT I	39,125	48,901	56,243
9	1 OFFICE ASSISTANT II	45,219	56,514	65,000
16	1 POWER SETTLEMENTS ANALYST I	75,005	93,766	107,827
18	1 POWER SETTLEMENTS ANALYST II	86,694	108,347	124,613
20	1 POWER SETTLEMENTS ANALYST III	100,173	125,216	143,998
25	1 POWER SETTLEMENTS MANAGER	143,811	179,774	206,731
23	1 SCHEDULER/PLANNER, POWER	124,446	155,563	178,901
23	1 SENIOR COMPUTER TECH. ANALYST, POWER (E.G. BILLING)	124,446	155,563	178,901
18	1 SHAREPOINT ADMINISTRATOR	86,694	108,347	124,613
4	1 STUDENT HELPER (OFFICE/PLANT)	31,491	39,374	45,282
27	1 SUPERINTENDENT, GENERATION RESOURCES	166,192	207,750	238,909
22	1 SUPERVISOR I, POWER SETTLEMENTS	115,773	144,706	166,421
20	1 SUPERVISOR II, (CHEMICAL, GENERAL SERVICES)	100,173	125,216	143,998
24	1 SUPERVISOR III, (PLANT, ENERGY RISK, ENGINEERING)	133,786	167,232	192,317
27	1 SUPERVISOR III, (POWER MGT., COORD. OP, REG/ENV COMP, ENGR)	166,192	207,750	238,909
27	1 TREASURER-CONTROLLER	166,192	207,750	238,909
HEA	2 HYDRO TECH APPRENTICE	73,029	99,819	47,99
HEA	2 HYDRO TECH	107,806	139,485	67,06
HEA	2 HYDRO TECH - DESIGNATED SKILLS	149,531	149,531	71,89
HEA	2 HYDRO TECH OPERATOR	146,494	146,494	70,43
HEA	2 HYDRO TECH OPERATOR - DESIGNATED SKILLS	156,998	156,998	75,48
IBEW	2 CT SPECIALIST I - VI	102,253	152,381	73,26
IBEW	2 CT SPECIALIST - LEAD	149,198	159,994	76,92
IBEW	2 CT SPECIALIST I - V (OPERATORS)	104,666	145,475	69,94
IBEW	2 CT SPECIALIST I - V (OPERATORS) LEAD	152,755	152,672	73,40
IBEW	2 MECHANIC OPERATOR I - V	102,253	133,661	64,26
IBEW	2 MECHANIC OPERATOR - LEAD	140,338	140,338	67,47
IBEW	2 OPERATOR TECHNICIAN I - V	104,666	140,421	67,51
IBEW	2 OPERATOR TECHNICIAN - LEAD	147,451	147,451	70,89
IBEW	2 STOREKEEPER I - V	69,326	83,158	39,98
IBEW	2 TECHNICIAN CHEMICAL/PERFORMANCE	126,547	126,547	60,84
IBEW	2 TECHNICIAN OPERATOR I - VI	102,253	151,757	72,96
IBEW	2 TECHNICIAN OPERATOR - LEAD	148,554	159,349	76,61
3	3 SCHEDULE COORDINATOR I	73,528	98,197	47,21
3	3 SCHEDULE COORDINATOR II	103,355	119,662	57,53
3	3 SCHEDULE COORDINATOR III	125,299	144,810	69,62
3	3 SYSTEM DISPATCHER	114,192	159,806	76,83
3	3 SYSTEM DISPATCHER, LEAD	125,299	167,794	80,67

Note ¹ Non-union employees whose salaries exceed the control may be granted a lump sum merit increase which is not added to base pay.

Note ² IBEW = International Brotherhood of Electrical Workers
HEA = Hydroelectric Employees Association

These are union classifications subject to the Memorandum of Understanding and overtime, shift differential, relief premium, upgrade and travel pay may be added to base pay when appropriate.

Note ³ Schedule Coordinators and Dispatchers receive overtime, relief pay in addition to step increases.

Northern California Power Agency
Analysis of Working Capital Requirements
FY 2021 Budget

	Annual Budget Cost	30 Days Working Capital				Add'l Rqmnt (Excess Rqmnt)
		Proposed (A)	FYE 2020 Balance			
			From Bonds	Operations	Total	

GENERATION RESOURCES									
Hydroelectric	\$ 51,231,936	\$ 4,210,844	\$ 100,000	\$ 4,099,930	\$ 4,199,930	\$ 10,914	\$ 6,316,266		
Geothermal	35,467,725	2,915,155		2,894,674	2,894,674	20,482	4,372,733		
Combustion Turbine No. 1	7,883,578	647,965		507,085	507,085	140,881	971,948		
Combustion Turbine No. 2 (STIG)	7,989,079	656,637	1,000,000	(224,240)	775,760	(119,123)	984,955		
Load Energy Center (G)	94,074,960				-	-			
Member Resource - Energy (B)	68,504,130				-	-			
Member Resource - Gas (B)	2,442,174				-	-			
Western Resource (C)	30,592,089				-	-			
Market Power Purchases (D)	16,298,100	\$ 152,482		96,197	96,197	56,285	(958,221)		
Load Aggregation Costs - CAISO (H)	251,122,914								
Net GHG Obligations (I)	-				-	-	-		
	565,606,685	8,583,083	1,100,000	7,373,646	8,473,646	109,437			
TRANSMISSION									
Hydroelectric	3,028,434	248,912		244,516	244,516	4,396	373,369		
Geothermal Plant No. 1	55,098	4,529		4,471	4,471	57	6,793		
Geothermal Plant No. 2	38,569	3,170		3,130	3,130	40	4,755		
ISO (E)	116,352,375					-			
	119,474,476	256,611	-	252,117	252,117	4,494			
MANAGEMENT SERVICES									
Legislative Representation	2,180,121	179,188		175,244	175,244	3,944	268,782		
Regulatory Representation	715,280	58,790		61,511	61,511	(2,721)	88,185		
Western Representation	716,059	58,854		61,242	61,242	(2,386)	88,281		
Customer Programs	476,652	39,177		34,823	34,823	4,354	58,765		
Judicial Action (F)	460,000	-		-	-	-			
System Control and Load Dispatch	6,765,755	556,089		499,925	499,925	56,165	834,134		
Forecasting & Prescheduling	2,934,342	241,179		241,162	241,162	16	361,768		
Industrial Restructuring & Reg Affairs	425,152	34,944		34,067	34,067	877	52,416		
Contract Administration	999,897	82,183		78,388	78,388	3,796	123,275		
Green Power Project	-	-		-	-	-	-		
Gas Purchase Program	81,738	6,718		6,360	6,360	358	10,077		
Market Purchase Program	117,239	9,636		9,145	9,145	491	14,454		
Power Management Direct Cost to Prgm	(1,523,860)	-		-	-	-	(187,873)		
Energy Risk Management	229,845	18,891		17,404	17,404	1,488	28,337		
Settlements	923,646	75,916		80,541	80,541	(4,625)	113,874		
Integrated Systems Support	266,055	21,868		19,986	19,986	1,882	32,801		
Participant Pass Through Costs	1,590,641	-		-	-	-			
	17,358,562	1,383,434	-	1,319,798	1,319,798	63,636			
	\$ 702,439,723	\$ 10,223,128	\$ 1,100,000	\$ 8,945,561	\$ 10,045,561	\$ 177,567	\$ 13,959,876		

Memorandum Only	45 Days Working Capital

The FY 21 working capital of \$10,223,128 represents approximately a 30 day requirement of the proposed budget, excluding the ISO. A 45 day requirement (1/8 of a year) is a utility standard rule of thumb and covers a 15th of the month billing for the previous month with 30 days to pay.

(A) Proposed amounts represent 30/365 of the FY21 budget. This was done to ensure that a minimum of 30 days working capital is maintained for each program.

(B) Represents specific contract amounts either billed directly to participants or advance billed through NCPA. No working capital considered necessary.

(C) Western energy, O&M and Restoration Fund requirements are billed on an estimated basis with payment generally required 15 to 30 days after month end.

(D) No working capital considered necessary.

(E) Market power purchase requirements are billed on an estimated basis with payment generally required 15 to 30 days after month end. The above proposed represents approximately 15 days working capital based on current budget purchase estimates.

(F) ISO costs are secured by SC Program Agreement required participant deposits. No additional working capital considered necessary.

(G) Judicial Action costs are primarily legal costs associated with Legislative, Regulatory and Pooling program issues. No additional working capital considered necessary.

(H) The project maintains a separate O&M Reserve to cover working capital requirements. See also PMOA schedule 5.0.

(I) Load Aggregation Costs - CAISO are offset by energy sales through ISO. No working capital considered necessary.

(J) GOR commitments cover Net GHG allowances. No working capital considered necessary.

**Northern California Power Agency
Working Capital Deposit and FY 2021 Funding Requirement**

Participant	Total Deposit On Hand	FY 2021 Budget Funding Requirement	Additional Requirement Charge (Refund)
Alameda	\$ 1,302,148	\$ 1,321,758	\$ 19,610
BART	144,599	194,919	50,320
Biggs	26,096	27,194	1,098
Gridley	36,230	38,809	2,579
Healdsburg	243,343	254,200	10,857
Lodi	1,275,094	1,263,673	(11,421)
Lompoc	326,300	334,355	8,055
Palo Alto	1,226,570	1,239,997	13,427
Plumas Sierra	152,288	157,495	5,207
Port of Oakland	49,721	52,317	2,596
Redding	33,213	33,137	(76)
Roseville	1,128,238	1,091,311	(36,927)
SVP	3,523,718	3,616,010	92,292
Shasta Lake	13,005	13,351	346
Truckee Donner	13,279	13,590	311
TID	196,939	199,046	2,107
Ukiah	354,780	371,966	17,186
	<u>\$ 10,045,561</u>	<u>\$ 10,223,128</u>	<u>\$ 177,567</u>