



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Minutes

Date: March 24, 2022
To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting

1. Call Meeting to Order and Introductions

Chair David Hagele called the meeting to order at 9:35 am at NCPA, 651 Commerce Drive, Roseville, CA. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the February 24, 2022, Regular Commission Meeting.

MOTION: A motion was made by Jerry Serventi, and seconded by Pauline Roccucci approve the Minutes of the February 24, 2022, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present as follows:

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

PUBLIC FORUM

Chair Hagele opened the public comment period. No members from the public addressed the Commission. Chair Hagele closed the public comment period.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

General Manager Randy Howard reported:

- COVID-19 update: Have two employees out due to COVID; both are fully vaccinated and boosted. Continue to have in place the voluntary two-days a week telecommute for those employees through the end of March. Did have an employee who attend the APPA Rally in Washington, DC, tested positive for COVID and had to stay 5 additional days. Staff continues to watch for protocol updates and monitor any changes from the Governor's office.
- Was asked to testify on March 25 before the California Senate Select Committee on Green Hydrogen regarding potential integration of hydrogen at the Lodi Energy Center (LEC).
- Provided an update on the plant outages. The LEC is under a subsequent overhaul. Found a few items that need to be addressed during the outage, but several of the items are still under warranty. Geothermal units are out as well, and had an unscheduled outage at one of the Combine Turbines yesterday.
- Provided an update on the discussion at the Executive Committee meeting regarding staffing concerns at NCPA. The Committee also discussed the possibility of building an additional office space on the property at Headquarters. If constructed, Members could use the facility as a satellite office for those Members working remotely.
- Discussed at the Utility Director Retreat the concerns and issues surrounding the equipment supply chain for Members and NCPA. Going to work with NCPA staff and Member staff in putting together a subcommittee to discuss how to deal with the supply chain issues going forward.

4. Executive Committee

Committee Chair Hagele reported the Executive Committee met once since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel, and met in closed session. No reportable action was taken in closed session. The Committee discussed and appointed Jenelle Osborne as the new Vice-Chair of the Legislative & Regulatory Affairs (L&R) Committee, which fills the vacant seat due to Mark Chandler being appointed as Chair of the L&R Committee. The Committee also heard a report from staff regarding the telecommute program. The Committee discussed and agreed due to hiring and retention challenges and remote work findings over the past two years, to allow three critical job classifications to work from home part-time.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met once since the last Commission meeting. The Committee discussed Items 12-15 on the Consent Calendar, and items 16 and 18 under Discussion/Action on today's agenda. A quorum of the Committee was established, and recommended Commission approval of all items. The next Committee meeting is scheduled for April 6.

6. Finance Committee

Committee Chair Catalina reported the Finance Committee did not meet since the last Commission meeting, but wanted to provide the Commission with the results of the Hydro refunding.

On March 10th, NCPA staff along with our financial advisor, PFM, finalized the refunding of the 2012 Hydro Series A bonds, termination of the interest rate swap, and refunding of the 2008 Hydro variable rate bonds. The transaction attracted a diverse group of institutional and private accounts being almost 4 times over-subscribed while receiving \$510 million in orders for \$132 million in bonds. This allowed our Underwriters

to reduce yields creating additional savings for the project participants. Final numbers include the following:

- NPV savings: \$12.2 million through final maturity of 2032
- Percentage savings of 2012 refunded bonds: 16.5%
- All-in TIC: 1.8%
- Average annual savings: approx. \$1.7 million per year

Another way to analyze the refunding and de-risking of the transaction is this effort reduced Hydro's outstanding principal by \$23 million.

The next Finance Committee meeting will be held on May 10.

7. Legal Committee

General Counsel Jane Luckhardt reported the Committee met once since the last Commission meeting. The Committee discussed the 2025 Western Base Resource Contract (Assignment Administration Agreement), and was provided an update on the Agency's vendor agreement forms and templates. The next Committee meeting is scheduled on April 7.

8. Legislative & Regulatory Affairs Committee

Committee Chair Mark Chandler reported the Committee met once since the last Commission meeting. The Committee heard reports from staff on the Federal Power Program, Customer Programs, State Legislative Affairs, and Regulatory Affairs. The Committee was also provided an issues' briefing for the upcoming NCPA / NWPA Federal Policy Conference being held in Washington, D.C., April 3-7. The next Committee meeting is scheduled on August 24.

9. Members' Announcements & Meeting Reporting

No Member announcements.

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 off from Consent.

MOTION: A motion was made by Suds Jain, and seconded by Mark Chandler to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 15, 16, and 17. The motion carried by a majority of those members present on a roll call vote as follows:

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

10. NCPA's Financials for the Month Ended February 28, 2022 – approval by all members.

11. Treasurer's Report for the Month Ended February 28, 2022 – accept by all members.

12. Resolution 22-26, Epidendio Construction, Inc. – Five Year Multi-Task General Services Agreement for Maintenance Services; Applicable to the following: 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 Epidendio Construction, Inc. for maintenance services, including grading, excavation, paving, all phases of concrete, seal coating, gravel and/or water hauling, 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 any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.

13. Resolution 22-27, Westgate Petroleum Company, Inc. – Five Year Multi-Task Agreement for Purchase and Delivery of Equipment, Materials and Supplies for delivery of fuels, oils, lubricants and other miscellaneous petroleum products; Applicable to the following: the Northern California Power Agency (NCPA) Geothermal facility – 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 Westgate Petroleum Company, Inc. for delivery of fuels, oils, lubricants and other miscellaneous petroleum products, 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 NCPA's Geothermal facility.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.

14. Resolution 22-28, Energy Project Solutions, LLC – First Amendment to Five Year Multi-Task General Services Agreement for Pipeline Maintenance Operations Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Energy Project Solutions, LLC for pipeline operations maintenance services, with any non-substantial changes recommended and approved by the NCPA

General Counsel, accepting assignment to EverLine Compliance CA, LLC, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement will be not to exceed \$1,000,000 over the remainder of the contract term.

- 15. Resolution 22-29, Alliance Cooling Products and Construction, Inc. – Five Year Multi-Task General Services Agreement for Maintenance Services; Applicable to the following: 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 Alliance Cooling Products and Construction, Inc. for maintenance services, including cooling tower structures and equipment, stretford systems, buildings, structures, fiberglass piping, and other miscellaneous maintenance 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 any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.

- 16. Resolution 22-30, Electrical Maintenance Consultants, Inc. – First Amendment to Five Year Multi-Task General Services Agreement for Electrical Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Electrical Maintenance Consultants, Inc. for electrical related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$2,000,000 to \$5,000,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement will be not to exceed \$5,000,000 over the remainder of the contract term.

- 17. Resolution 22-36, Amendment Number Three to the Executive Services Agreement between NCPA and the Transmission Agency of Northern California** – adopt resolution by all members authorizing the General Manager or his designee to enter into Amendment Number Three to Executive Services Agreement between the Northern California Power Agency (NCPA) and the Transmission Agency of Northern California (TANC) for the hiring of John Roukema, a retired annuitant of an NCPA Member, extending the term of the Agreement through September 1, 2022, to temporarily serve as TANC's interim general manager until TANC is able to permanently fill the position, with any non-substantial changes recommended and approved by NCPA General Counsel.

Fiscal Impact:

Costs for NCPA Services performed are changed to TANC as follows:

- 1) Set-up Fee: Reimbursement for initial set-up of the employment, payroll, and accounting functions at a flat fee of \$2,000.
- 2) Monthly Fees: Reimbursement of salary paid at the rate of \$164 per hour, plus applicable payroll taxes and ADP fees; and reimbursement of NCPA staff time for payroll, accounting functions at the rate of \$250.00 per month.
- 3) Additional Services include Information Services support and procuring equipment. NCPA will bill TANC for equipment at cost and additional services at NCPA's fully loaded cost plus 10%.

DISCUSSION / ACTION ITEMS

18. Resolution 22-31, CT1 Alameda Oil System and Fire Damage Refurbishment Project;

Applicable to the following: NCPA CT1 Facility – adopt resolution by all members authorizing the CT1 Alameda Oil System and Fire Damage Refurbishment Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not exceed \$3,000,000, and further authorizing the use of FY2021 CT1 Diesel Starter Modification encumbered funds in the amount of \$1,000,000 and any insurance proceeds up to \$2,000,000 for inspection, evaluation, and potential refurbishment; and should the costs exceed these amounts or insurance proceeds not be able to complete the Project, staff will bring the project back to Commission for further discussion and potential approval.

Fiscal Impact: The total cost is anticipated not to exceed \$3,000,000. Funds for the deductible will be utilized from the balance of encumbered funds for the FY2021 CT1 Diesel Starter Modification Project, which were included in the approved FY22 CT1 budget. Should costs exceed these amounts or insurance proceeds not be able to complete the Project, staff will bring the project back to Commission for further discussion and potential approval.

Lodi Energy Center Plant Manager Mike DeBortoli gave a presentation on the CT1 Alameda oil system and fire damage refurbishment project. The Commission discussed and asked questions.

MOTION: A motion was made by Suds Jain, and seconded by Mark Chandler to adopt resolution authorizing the CT1 Alameda Oil System and Fire Damage Refurbishment Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not exceed \$3,000,000, and further authorizing the use of FY2021 CT1 Diesel Starter Modification encumbered funds in the amount of \$1,000,000 and any insurance proceeds up to \$2,000,000 for inspection, evaluation, and potential refurbishment; and should the costs exceed these amounts or insurance proceeds not be able to complete the Project, authorizing the CT1 Alameda Oil System and Fire Damage Refurbishment Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not exceed \$3,000,000, and further authorizing the use of FY2021 CT1 Diesel Starter Modification encumbered funds in the amount of \$1,000,000 and any insurance proceeds up to \$2,000,000 for inspection, evaluation, and potential refurbishment; and should the costs exceed these amounts or insurance proceeds not be able to complete the Project. Motion carried by a majority on a roll call vote of those members present.

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

19. Request Guidance on Proposed Modifications of the NCPA Investment Policy and Guidelines

– staff presentation and discussion.

Assistant General Manager / CFO Monty Hanks provided a presentation on the proposed modifications to the NCPA Investment Policy and Guidelines. Annually, the Treasurer-Controller submits to the Commission the Policy and any recommended changes. Before the policy is brought to the Commission for approval, it is vetted through the Finance Committee. At the February 8 Finance Committee meeting, staff received a Member request to consider divesting from fossil fuel and to revise the policy to expressly forbid investment in fossil fuel companies. Commissioner Suds Jain, Santa Clara, suggested the Agency amend its policy to forbid investing in fossil fuel and fossil fuel companies and provided examples of why some companies are changing their policies. The Commission discussed at length and provided comments. The consensus of the Commission is to leave the policy as it is at this time, but continue to look at it going forward and maybe consider a hybrid approach. No formal action was taken on this item – *discussion item only*.

20. Resolution 22-35, Approval of Resolution Commending H. Gregory Scharff – adopt resolution by all members commending Greg Schaff.

Chair Hagele and the Commissioners expressed their appreciation for Greg's dedication to NCPA and his service to public power.

MOTION: A motion was made by Jerry Serventi, and seconded by Pauline Roccucci to adopt resolution 22-35, Commending Gregory Scharff. The motion carried by a majority on a roll call vote of those members present.

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

INFORMATIONAL ITEMS

21. Proposed Annual Budget Review for Fiscal Year 2023 – 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. The Commission discussed and asked questions.

Non-essential Members and NCPA staff left the meeting for closed session items 23 and 24.

CLOSED SESSION

Chair Hagele asked General Counsel to move the Commission into closed session at 11:45 am. General Counsel Jane Luckhardt took the Commission into closed session.

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

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

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the public meeting at 11:53 am.

REPORT FROM CLOSED SESSION

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

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The March 24, 2022, Commission meeting was adjourned at 11:54 am by Chair Hagele.

Respectfully submitted,

//

DAVID HAGELE
Commission Chair

Prepared by,

CARY A. PADGETT
Assistant Secretary to the Commission

Attachments

**Northern California Power Agency
Commission Meeting
March 24, 2022
COMMISSIONERS
Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	Vice Chair Jerry Serventi
2 - BIGGS	Bo Sheppard
3 - GRIDLEY	Catalina Sanchez
4 - HEALDSBURG	Chair David Hagele
5 - LODI	Mark Chandler
6 - LOMPOC	Jenelle Osborne
7 - PALO ALTO	Eric Filseth
8 - PLUMAS-SIERRA REC	Larry Price
9 - PORT OF OAKLAND	Jared Carpenter
10 - REDDING	Julie Winter
11 - ROSEVILLE	Pauline Roccucci
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	Absent
13 - SANTA CLARA	Suds Jain
14 - SHASTA LAKE	Absent
15 - TRUCKEE DONNER	Steven Poncelet
16 - UKIAH	Cindy Sauers

**Northern California Power Agency
Commission Meeting
March 24, 2022
Attendance List**

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

NAME	AFFILIATION
Nico Procos	Alameda MP
Mark Sorensen	City of Biggs
CJ Berry	City of Lompoc
Mike Brozo	Plumas-Sierra
Dan Beans	Roseville Electric
Basil Wong	Silicon Valley Power
Kathy Watanabe	City of Santa Clara
Randy S. Howard	NCPA
Jane Luckhardt	NCPA
Jane Cirrincione	NCPA
Monty Hanks	NCPA
Tony Zimmer	NCPA
Sondra Ainsworth	NCPA
Mike DeBortoli	NCPA
Jeremy Lawson	NCPA
Mike Whitney	NCPA
Marc Pelletier	NCPA
Cary Padgett	NCPA

SUPPORT SERVICES PROGRAM STATUS REPORT

April 18, 2022

Member Name	Designated Representatives	Confirmation NTE Amount	Date Approved
Alameda - AMP	General Manager & AMP General Counsel	\$ 75,000	06/08/16
BART			
Biggs	Utility Director & City Attorney	\$ 125,000	08/09/16
Gridley	City Administrator & City Attorney	\$ 125,000	02/07/22
Healdsburg	City Manager & City Attorney	\$ 50,000	05/06/19
Lodi	Utility Director & City Attorney NTE \$15,000; City Manager & City Attorney NTE \$20,000	\$ 20,000	09/07/16
Lompoc	Utility Director & City Attorney	\$ 125,000	11/15/16
Palo Alto	City Manager & City Attorney	\$ 85,000	06/05/17
Plumas-Sierra REC			
Port of Oakland	Executive Director & Deputy Port Attorney	\$ 150,000	04/14/16
Redding	Utility Director & City Attorney Procurement Authority Increased	\$ 200,000	04/19/16; 08/20/20
Roseville	Electric Utility Director & City Attorney	\$ 74,999	10/05/15; 05/05/21
Santa Clara	City Manager & City Attorney	\$ 150,000	05/24/16
Shasta Lake	City Manager & General Counsel	\$ 75,000	07/02/19
Truckee Donner PUD	General Manager & General Counsel NTE \$15,000; General Manager, General Counsel & Board President NTE \$250,000	\$ 250,000	11/02/16
Ukiah	Utility Director & City Attorney	\$ 20,000	01/19/22

SSPA CONFIRMATIONS EXECUTED/WORK IN PROGRESS

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0246	Port of Oakland	2/3/22	\$ 76,726.00	Aspen Environmental; perform a Utilities Rate Study to provide analysis of the current rate input information and what level of full rate study could be needed.
0245	City of Palo Alto	3/23/22	\$ 44,825.00	Cool The Earth; Energy efficiency services including 12 online Electric Vehicle (EV) 101 or 102 workshops and two group Buy EV Discount campaigns.
0244	City of Palo Alto	2/24/22	\$ 71,800.00	Acterra; host 19 energy efficiency events to raise awareness of electric vehicles and EV adoption.
0243	City of Lompoc	1/24/22	\$ 62,500.00	Utility Financial Solutions; cost of service financial projection and rate design study for the City's utility department.
0242	City of Redding	12/10/21	\$ 26,645.00	Cameron-Cole LLC; verification services for REU power plant GHG emissions for compliance with the Regulation for mandatory CARB reporting. Services for emission years 2021 and 2022.
0241	City of Roseville	3/22/22	\$ 32,500.00	DNV Energy Services USA Inc.; energy efficiency services in CY22 including EMV, verification services, and technical advisory services as requested.
0240	Alameda Municipal Power	2/23/22	\$198,025.00	Frontier Energy, Inc.; Energy efficiency services including electrification and clean transportation courses, induction cooking demonstrations, commercial food service site audits, and work force education and training courses.
0239	City of Roseville	11/5/21	\$ 74,961.00	D+R International; provide building and electrification technologies including Home Energy Estimator when considering HVAC systems with heat pump technology and QMerit EV services.
0238	City of Roseville	10/21/21	\$ 18,945.00	Dudek; Wildfire Mitigation Plan review for 2021.
0237	City of Santa Clara	9/14/21	\$132,058.00	Central Coast Energy Services, Inc.; income eligibility and processing of applications for Financial Rate Assistance Program, both new and renewal for existing customers.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0236	City of Santa Clara	3/1/22	\$422,368.00	CLEAResult; EV charging structure technical assistance, electrification education, and electrification assessment services.
0234	City of Santa Clara	10/29/21	\$ 26,769.00	Dudek; Independent Evaluator review, report, and presentation to Council re SVP's Wildfire Mitigation Plan.
0231	City of Santa Clara	12/20/21	\$ 18,854.00	D+R International; EE services including EV Digital Toolkit configuration and integration for SVP through January 2024.
0230	City of Santa Clara	8/30/21	\$ 87,715.00	Frontier Energy, Inc.; Electrification and education services including Induction Cooking demonstration, online trainings, commercial food services site audits, and Guest Chef cooking classes.
0229	City of Lompoc	8/2/21	\$ 71,470.00	MFP Connect, LLC; Services re electric line extensions including conceptual framework, interviews with staff, reporting, policies, and development of rules and regulations.
0228	City of Palo Alto	7/14/21	\$ 11,950.00	Frontier Energy, Inc.; kitchen energy efficiency services for up to five restaurants to support electrification efforts.
0225	City of Roseville	8/2/21	\$167,716.00	Plug In America; provide EV education in-person and virtual events and EV advocate trainings; provide Dealer Incentive Program including training, engagement, certificate pricing, license fees, incentive funds, and program management.
0224	City of Healdsburg	7/1/21	\$ 9,394.00	HOT/SHOT Infrared Inspections Inc.; infrared inspections of one substation and overhead 12kv distribution system.
0221	City of Lompoc	6/7/21	\$ 57,500.00	Hometown Connections, Inc.; services to facilitate the development of a Strategic Plan through HCI planning process and preparation of final plan document.
0219	City of Redding	6/29/21	\$312,820.00	Quest Media & Supplies, Inc.; for design services for Fiber Optic Infrastructure Project including site walks, baseline drawings, update every pole drawing, full permit package for project compliant with public works requirements.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0218	City of Redding	6/15/21	\$200,785.00	Bell Burnett & Associates; consulting services to prepare Mitigation Implementation Plan and conduct review of REU's Capital Program and make recommendations about most efficient means of implementation.
0216	Port of Oakland	5/12/21	\$ 7,973.00	TRC Solutions, Inc.; for independent third-party evaluation of Physical Security Plan per CPUC Decision 19-01-018.
0209	City of Redding	6/15/21	\$303,129.00	Quantum Spatial, Inc.; LiDAR remote sensing data services for REU's Tier 1 and Tier 2 regions to assist with vegetation management.
0204	City of Lompoc	3/30/21	\$125,000.00	MFP Connect, Inc.; provide personnel services to lead special project-onboard energy consultant with extensive T&D experience to assess system health, recommend/prioritize critical path maintenance, develop comprehensive CIP and additional duties as requested by UD.
0186 Amd.	Alameda Municipal Power	9/21/20 7/23/21	\$ 75,000.00 \$200,000.00	Flynn Resource Consultants, Inc.; Continued services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, and other services as requested in FY21.
0179	Alameda Municipal Power	7/28/20	\$ 67,500.00	Cooperative Response Center; Overflow telephone solution during after-hours or outage situations FY21 and FY22.
0166	City of Palo Alto	7/1/20	\$ 73,325.00	DNV, formerly Energy & Research Solutions; energy efficiency consulting services including energy savings calculation review, rebate application review, business energy audits and technical advice.
0157	City of Lodi	4/28/20	\$154,480.00	Cooperative Response Center; Overflow telephone solution during after-hours or outage situations 24-month period.
0117 Amd.	City of Lodi	8/22/19 1/20/21	\$275,811.00	Burns & McDonnell; engineering design and environmental analysis for the PG&E Northern San Joaquin 230 kV Transmission Project to be incorporated into PG&E's PEA.
0080	City of Roseville	7/11/18	\$148, 084.00	Siemens Energy, Inc.; Year 3 of 5-year T-3000 Maintenance Program
0079	City of Redding	7//10/18	\$ 64,223.09	Siemens Energy, Inc.; Year 3 of 5-year T-3000 Maintenance Program.

SSA CONFIRMATIONS EXECUTED AND IN PROGRESS (SCPPA CONTRACTS)

No.	NCPA Member	Date	Amount	Vendor Name & Short Description
0232	City of Roseville	3/3/22	\$ 74,500.00	Synergy Companies; provide audits and direct install program of energy saving measures to eligible small business customers at no cost to customers through Program managed by the City of Roseville
0223	Alameda Municipal Power	8/30/21	\$270,000.00	The Energy Federation, Inc.; eCommerce marketplace platform and fulfillment for AMP's customers; downstream rebate processing.
0222	City of Santa Clara	11/15/21	\$150,000.00	The Energy Federation, Inc.; create, host and maintain a secure eCommerce site (marketplace) for SVP customers to support current and future version of the major Web browser on common operating systems and mobile devices.
0196	City of Santa Clara	10/13/21	\$ 32,675.00	Tinker, LLC; science-based curriculum energy education program to teach students about energy and how to use it wisely.



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phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO.: 5

Date: April 28, 2022
To: NCPA Commission
Subject: April 6, 2022 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 14, 2022
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: April 6, 2022 Facilities Committee Meeting Minutes

- 1. Call Meeting to Order & Roll Call** – The meeting was called to order by Committee Chair Jiayo Chiang, (Lodi) at 9:08 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Danny Howard (Gridley), Melissa Price (Lodi), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Nick Rossow (Redding), and Steve Hance, Monica Nguyen, and Bill Her (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Lompoc, Port of Oakland, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. Approval of Minutes from the March 2, 2022, regular and special Facilities Committee meetings.**

Motion: A motion was made by Brian Schinstock and seconded by Steve Hance recommending approval of the March 2, 2022 regular and special Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 3. All NCPA Facilities, Members, SCPPA – RADCO Communications, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with RADCO Communications for microwave tower and communications systems maintenance services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA currently has an agreement in place with RADCO Communications LLC which is expiring. RADCO is a specialized large-scale communications network vendor able to work on alignment of passive repeaters, erection of microwave towers, programming of communication equipment and other communication systems maintenance. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA does not have any agreements in place for similar services with additional vendors at this time. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission 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 RADCO Communications LLC for microwave tower and communication system maintenance, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

4. **All NCPA Facilities, Members, SCPPA – DRS Marine, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with DRS Marine for underwater maintenance and inspection services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA currently has an agreement in place with DRS Marine, Inc., which is expiring. NCPA Hydro has utilized this vendor extensively in the past for power inlet trash rack cleaning at McKays Dam and a low-level outlet guard installation at Alpine Dam. DRS is very competitively priced and frequently a low bidder on projects. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Global Diving and Salvage. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission 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 DRS Marine, Inc. for underwater maintenance and inspection services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

5. **All NCPA Facilities, Members, SCPPA – TCB Industrial, Inc. MTGSA** – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with TCB Industrial for service of major mechanical systems, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated

by NCPA, NCPA Members, by SCPPA and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA currently has an agreement in place with TCB Industrial, Inc., which is expiring. NCPA has utilized this vendor in the past for a service water piping replacement at the LEC as well as outage assistance. TCB was also the low bidder to help with a new Howell-Bunger Valve liner replacement at the New Spicer Meadows Powerhouse. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Reliable Turbine Services, Voith US, Northwest Industrial, Andritz, Bay Valve, and Syblon Reid. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Steve Hance and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with TCB Industrial, Inc. for mechanical systems maintenance, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

- 6. All NCPA Facilities, Members, SCPPA – Global Diving and Salvage, Inc. MTGSA – Staff** provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Global Diving for underwater maintenance and inspection services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA currently has an agreement in place with Global Diving and Salvage, Inc., which is expiring. NCPA Hydro has utilized this vendor in the past for power tunnel inlet trash rack cleaning at McKays Dam and a low-level outlet inspection services at Utica Dam. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has an agreement in place for similar services with DRS Marine, Inc. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission 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 Global Diving and Salvage, Inc. for underwater maintenance and inspection services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

- 7. All NCPA Facilities, Members, SCPPA – RESA Service, LLC MTGSA – Staff** presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with RESA Service for transformer maintenance, switchgear

and engineering services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

RESA Service, LLC is a relatively new vendor for NCPA. RESA was the successful bidder for a transformer overhaul project at the Geothermal Facility for which a single-task general services agreement was put into place. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects to increase the pool of qualified vendors for these types of services. NCPA has agreements in place for similar services with North American Substation Services (NASS), Kinectrics, and Transmission and Distribution Services (TDS). A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Shiva Swaminathan and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with RESA Service, LLC for transformer maintenance, switchgear and engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

- 8. All NCPA Facilities, Members, SCPPA – HDR Engineering, Inc. MTPSA –** Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with HDR Engineering, Inc. for engineering services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

The current agreement with HDR Engineering, Inc. is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Black & Veatch Corporation, Power Engineers, Inc. and Worley Group, Inc. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Steve Hance and seconded by Shiva Swaminathan recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with HDR Engineering, Inc. for engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

- 9. All NCPA Facilities, Members, SCPPA – Power Engineers, Inc. MTPSA –** Staff provided background information and was seeking a recommendation for Commission approval of a five-year

Multi-Task Professional Services Agreement with Power Engineers, Inc. for engineering services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

The current agreement with Power Engineers, Inc. is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Black & Veatch Corporation, HDR Engineering, Inc. and Worley Group, Inc. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Shiva Swaminathan and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Power Engineers, Inc. for engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, and Roseville. ABSTAIN = Redding. The motion passed.

- 10. All NCPA Facilities, Members, SCPPA – Knights' 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 Knights' Electric, Inc. for miscellaneous electrical maintenance services, with a not to exceed amount of \$750,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

The current agreement with Knights' Electric, Inc. is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Coastal Mountain Electric, Contra Costa Electric, Inc. and Eaton Corporation. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Shiva Swaminathan 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 Knights' Electric, Inc. for electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

- 11. All NCPA Facilities, Members, SCPPA – Archer Energy Solutions, LLC MTCSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Archer Energy Solutions, LLC for NERC

Cyber Security Supply Chain Management Services and other NERC CIP or Operations and Planning Standards related tasks, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

On October 1, 2020 NERC began enforcing NERC Standard CIP-013-1 "Cyber Security – Supply Chain Risk Management" for Registered Entities that Own and/or operate medium impact BES Cyber Systems. On October 1, 2022 the revised standard CIP-13-2 becomes enforceable. Additionally, NERC is currently developing revised version CIP-013-3; the effective date is unknown at this time. The goal of NERC Standard CIP-013 is to minimize the risk associated with procurement of vendor product and services. NCPA desires to develop a NERC CIP-013 Compliance Program even though NCPA currently does not have Medium Impact Cyber Systems.

NCPA issued a RFP for NERC Cyber Security Supply Chain Management Services on January 19, 2022. Archer Energy Solutions, LLC submitted a proposal for this RFP, and was the successful bidder. NCPA now desires to enter into an agreement with this vendor for these services. NCPA has two other agreements in place for similar services with Utility Services of Vermont, LLC and Utility System Efficiencies, Inc., but these services are not specific to NERC CIP-013 evaluation. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Shiva Swaminathan and seconded by Steve Hance recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Archer Energy Solutions, LLC for NERC Cyber Security Supply Chain Management Services and other NERC CIP or Operations and Planning Standards related tasks, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Redding, Roseville, and Santa Clara. The motion passed.

- 12. All NCPA Facilities, Members, SCPPA – Stearns, Conrad, and Schmidt, Consulting Engineers, Inc. dba SCS Engineers MTCSA** – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers for Low Carbon Fuel Standard (LCFS) fuel pathway application, verification, and validation consulting services, with a not to exceed of \$350,000, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA and 12 NCPA Members are currently registered reporting entities for the California Air Resources Board's Low Carbon Fuel Standard (LCFS) program. The LCFS program is designed to decrease the carbon intensity of California's transportation fuel pool and incentivize low-carbon and renewable fuel alternatives, including electricity. NCPA and participating Members are able to generate LCFS credits by reporting the use of alternative fuels, including electric vehicle (EV) charging at owned EV chargers, and NCPA Members with residential customers generate LCFS credits associated with an estimate of residential EV charging. LCFS credits can then be sold and the proceeds used to fund programs and projects that support transportation electrification.

Participants in the LCFS program can increase the number of LCFS credits generated by creating fuel pathways with a lower carbon-intensity (CI) than average grid power in California, or by using a liquid fuel cleaner than gasoline or diesel. NCPA and certain Members have created, or are

considering creating, fuel pathways for compressed natural gas (CNG), renewable natural gas (RNG), and large hydroelectric power. CARB requires applications for certain types of fuel pathways to include a life-cycle analysis and modeling of carbon-intensity. For approved fuel pathways, CARB requires certain fuel types to undergo independent validation and verification processes.

NCPA issued Request for Proposal (RFP) LR 2105 on December 17, 2021, to solicit proposals from qualified consultants providing LCFS fuel pathway application, validation, and verification consulting services. NCPA created a review group for the RFP consisting of staff from NCPA and NCPA Member entities, and this review group evaluated and scored timely proposals submitted to the RFP. Seven vendors responded to the RFP by the deadline of January 18, 2022. Based on the scoring review group's evaluation, two vendors were selected to provide fuel pathway application, validation, and verification consulting services, and one additional vendor was selected to provide only fuel pathway validation and verification consulting services. The review group selected SCS Engineers based on its experience, work plan, and costs. NCPA is also entering into agreements with EcoEngineers and Tetra Tech, Inc. for similar services. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Shiva Swaminathan and seconded by Steve Hance recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc. dba SCS Engineers ("SCS Engineers") for Low Carbon Fuel Standard fuel pathway application, validation, and verification consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$350,000 over five years, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Redding, Roseville, and Santa Clara. The motion passed.

- 13. All NCPA Facilities, Members, SCPPA – Tetra Tech, Inc. MTCSA –** Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Tetra Tech, Inc. for Low Carbon Fuel Standard (LCFS) fuel pathway verification and validation consulting services, with a not to exceed of \$250,000, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA and 12 NCPA Members are currently registered reporting entities for the California Air Resources Board's Low Carbon Fuel Standard (LCFS) program. The LCFS program is designed to decrease the carbon intensity of California's transportation fuel pool and incentivize low-carbon and renewable fuel alternatives, including electricity. NCPA and participating Members are able to generate LCFS credits by reporting the use of alternative fuels, including electric vehicle (EV) charging at owned EV chargers, and NCPA Members with residential customers generate LCFS credits associated with an estimate of residential EV charging. LCFS credits can then be sold and the proceeds used to fund programs and projects that support transportation electrification.

Participants in the LCFS program can increase the number of LCFS credits generated by creating fuel pathways with a lower carbon-intensity (CI) than average grid power in California, or by using a liquid fuel cleaner than gasoline or diesel. NCPA and certain Members have created, or are considering creating, fuel pathways for compressed natural gas (CNG), renewable natural gas (RNG), and large hydroelectric power. CARB requires applications for certain types of fuel pathways to include a life-cycle analysis and modeling of carbon-intensity. For approved fuel pathways, CARB requires certain fuel types to undergo independent validation and verification processes.

NCPA issued Request for Proposal (RFP) LR 2105 on December 17, 2021, to solicit proposals from qualified consultants providing LCFS fuel pathway application, validation, and verification consulting services. NCPA created a review group for the RFP consisting of staff from NCPA and NCPA Member entities, and this review group evaluated and scored timely proposals submitted to the RFP. Seven vendors responded to the RFP by the deadline of January 18, 2022. Based on the scoring review group's evaluation, two vendors were selected to provide fuel pathway application, validation, and verification consulting services, and one additional vendor was selected to provide only fuel pathway validation and verification consulting services. The review group selected Tetra Tech, Inc. based on its experience, work plan, and costs. NCPA is also entering into agreements with EcoEngineers and SCS Engineers for similar services. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Tetra Tech, Inc. for Low Carbon Fuel Standard fuel pathway application, validation, and verification consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$250,000 over five years, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Redding, Roseville, and Santa Clara. The motion passed.

- 14. Approval of Exhibit C, Revision 24-1 to Contract 96-SNR-00110 (WAPA O&M Funding Commitment)** – Staff presented background information and was seeking a recommendation for Commission approval of Exhibit C, Revision 24-1 to Contract 96-SNR-00110, and authorizing the General Manager of NCPA to execute Exhibit C, Revision 24-1 to Contract 96-SNR-00110, on behalf of NCPA.

In December 2004 NCPA executed the Western Agreement for the Funding of Operation and Maintenance of CVP Projects (Contract 96-SNR-00110). The program objectives include that the CVP customers provide funds for specific operations, maintenance, and capital projects related to CVP facilities to ensure CVP facilities are maintained to enhance reliability of the base resource deliveries. All funds paid are returned to CVP customers as credits on their power bills.

For each fiscal year, each customer commits to certain funding levels based on projected needs. The NCPA Pool share is \$11,918,438.68 for the federal FY 2024 funding. The net fiscal impact is zero dollars (\$0.00). The amounts initially funded are subsequently refunded by Western using bill credits. NCPA's authority to act on behalf of Pool Members is provided through the Assignment Administration Agreement (AAA Agreement) which requires an affirmative vote of all assigning Members at the Commission meeting.

Motion: A motion was made by Shiva Swaminathan and seconded by Mark Sorensen recommending Commission approval of Exhibit C, Revision 24-1 to Contract 96-SNR-00110, and to authorize the General Manager of NCPA to execute Exhibit C, Revision 24-1 to Contract 96-SNR-00110, on behalf of NCPA, including any non-substantive modifications to Exhibit C, Revision 24-1 to Contract 96-SNR-00110 approved by NCPA's General Counsel. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, and Plumas-Sierra. ABSTAIN = Redding, Roseville, and Santa Clara. The motion passed.

- 15. Approval of First Amendment to Antelope Expansion 1B, LLC Power Purchase Agreement –** Staff will present and seek a recommendation for approval of the First Amendment to the Power Purchase Agreement between Northern California Power Agency and Antelope Expansion 1B, LLC.

NCPA purchased 17 MW of Solar PV on behalf of Participating Members through the Antelope Expansion 1B Power Purchase Agreement (PPA), dated June 25, 2018. The Seller has delivered certain Force Majeure notices to NCPA, claiming that due to the detention of solar modules the commercial operations date for project completion has been delayed. The Seller has informed NCPA that in order to preserve Seller's financing sources for the continued development and construction of the project, the Outside Commercial Operation Date in the PPA needs to be extended.

To be able to extend the Outside Commercial Operation date, the PPA must be amended. The First Amendment to the PPA will extend the Outside Commercial Operation Date to September 30, 2022. Extending the Outside Commercial Operation date will improve Seller's ability to acquire financing sources that are required to complete development of the project.

Motion: A motion was made by Jiayo Chiang and seconded by Mark Sorensen recommending Commission approval of the First Amendment to the Power Purchase Agreement between NCPA and Antelope Expansion 1B, LLC (PPA), and to authorize the General Manager of NCPA to execute the First Amendment to the PPA, including any non-substantive modifications to First Amendment to the PPA approved by NCPA's General Counsel. A vote was taken by roll call: YES = Biggs, Gridley, Lodi, and Plumas-Sierra. ABSTAIN = Alameda, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 16. Approval of San Jose Clean Energy Services Agreement** – Staff will present and seek a recommendation for approval of a Services Agreement between San Jose Clean Energy and Northern California Power Agency for wholesale energy services.

➤ *This item was pulled from the agenda and will be brought back to the Committee for review and discussion at a later date.*

- 17. FY 2023 Annual Budget Review and Approval** – Staff provided updated information and reviewed the final budget for FY 2023, and was seeking a recommendation for Commission approval of the budget.

Major Changes from the March Review

- **Hydro**
 - Reduced debt service \$1.7m
- **Geo**
 - Reduced effluent revenue \$1.4m
 - Reduced labor \$237k
 - Reduced project costs \$225k
- **Updated Member Load Assumptions**
 - Reduced Load Aggregation \$1.8m
 - Reduced GHG obligations \$1.6m
 - Reduced Transmission WAC \$953k

The summary overview of the FY 2023 Annual Budget Generation Resources includes \$1.5 million net Hydro reduction; \$1 million net Geo increase; \$1.8 million reduction in load aggregation; \$1.6 million reduction of GHG obligations related to Member load forecast reduction; and \$953,000 WAC reduction.

The total net annual budget cost is \$149,612,917, with the total adjusted net annual budget cost at \$115,578,126. This is up 25.9% largely due to the forward curve, load costs, and transmission costs.

The required SCPA Balancing Account Collections was discussed during the meeting. The Current Balance Proposed Adjustments for FY 2023 billed to Participants totals \$9,482,701. Participants pay a certain percentage of this amount. Staff asked Members their preference on these Collections. Several Members prefer quarterly payments for their entity on the ARB starting in September 2022. Staff proposed these Collections to be due September 2022, December 2022, March 2023, and June 2023. Please contact staff with any questions or concerns.

Motion: A motion was made by Shiva Swaminathan and seconded by Steve Hance recommending the Commission adopt and approve the FY 2023 Annual Budget and Working Capital and Funding Requirement as outlined in Resolution 22-XX and as detailed in the attached budgetary support and Annual Budget document. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Redding, Roseville, and Santa Clara. The motion passed.

18. Recommendation to add a Cyber Security Insurance Policy – Staff presented a recommendation to add cyber security insurance as a new coverage to the Agency's insurance program.

Discussions with Alliant and FM Global identified a lack of Cyber Liability insurance as a delinquency in our current insurance program representing significant risk. NCPA policies in place will not respond to cyber extortion demands or costs associated with data recovery should there be a network security failure that impacts the Agency's data or networked systems. The Agency must come out of pocket to retain vendors/services to assist in managing a privacy or network security incident. Previous examples of cyber-attacks on key infrastructure as well as current world events further emphasize the need to limit the Agency's risk exposure.

Proposed coverage will include business interruption and extra expense, data recovery, cyber extortion, privacy and security, and breach event with crisis management coverage. The FY 2022 Risk Management budget has sufficient funds to accommodate the costs associated with the proposed Cyber Liability Insurance policy, and a budget augmentation is not required. FY 2023 Risk Management budget has a line item for Cyber Liability Insurance.

Motion: A motion was made by Steve Hance and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager to negotiate and bind for the policy year 2022 Cyber Liability insurance coverages at a not-to-exceed amount of \$250,000. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Palo Alto, Plumas-Sierra, Redding, Roseville, and Santa Clara. The motion passed.

➤ ***This item will move forward to the next Commission meeting as a Closed Session item.***

Non-essential Members and NCPA staff left the meeting for the closed session discussion Item #19.

CLOSED SESSION

19. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – pursuant to Government Code Section 54956.8:

Property: 5034 Sunrise Blvd, Fair Oaks, CA,
Agency negotiator: Randy Howard, General Manager; Monty Hanks, AGM of Administrative Services \ CFO; Jonathan Ashcraft, Facilities Manager.
Negotiating parties: Ethan Conrad
Under negotiation: Offer Price and Terms of Payment

(Gov. Code, § 54954.5 (Deering, Lexis Advance through Chapter 11 of the 2022 Regular Session).)

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the public meeting.

REPORT FROM CLOSED SESSION

Closed Session Disclosure: General Counsel Jane Luckhardt stated the Committee gave direction to the Real Property Negotiations.

INFORMATIONAL ITEMS

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

SJCE RFP for Wholesale Energy Services

NCPA currently provides a variety of wholesale energy services to SJCE. The SJCE Services Agreement terminates on August 31, 2022. There is no extension option in the current agreement. SJCE issued a Request for Proposal (RFP) seeking wholesale energy services from third party suppliers. NCPA responded to SJCE's RFP by submitting a proposal to continue its supply of certain wholesale energy services, including CAISO Scheduling Agency services. NCPA has been short listed in SJCE's RFP process.

NCPA's Proposal summary for the RFP includes the services listed below:

- SC Agent services for scheduling
- Load forecasting
- Compliance reporting (Resource Adequacy)
- Performance reporting and deal capture
- Dispatch and operations
- Settlement validation
- Management of CRRs
- Development of risk management reports

Other key terms in the proposal include an initial term of three years with an option to extend the term for an additional three two-year terms, and compensation. The services cost estimate is based on the NCPA cost allocation model. The draft proposal for the services provided is for a \$785,000 annual fee, with a 2% per year escalation. The best and final offer is due April 8, 2022. Staff is requesting Member feedback on compensation and the best and final offer.

NCPA Renewables RFP Next Steps

Staff has re-issued/refreshed the NCPA Renewables RFP with updated information currently stored on NCPA Connect. Staff will work to coordinate a periodic ad hoc review group to evaluate current proposals and help identify interest in the projects, and information gathering.

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

Geo – There were no safety incidents to report for the month of March. There was however, two near misses. An employee slipped on a slick surface at the fueling area, and a contractor received and electrical shock while working on low voltage wiring. Employee safety training is 18% complete.

The average estimated net generation level for the month was 78.4 MW. Total estimated net generation was 58.3 GWh. FY 2022 forecasted net generation was 522.6 GWh YTD, with FY 2022 actual net generation at 605.5 GWh YTD or 15.9% over forecast. Routine maintenance activities for the November 2022 Plant 2 overhaul preparation included shipping the turbine rotor to Fuji for refurbishment, and removal of 4th stage blades for transport. The Plant 1 outage, March 21 – 31, 2022, has been completed. Maintenance activities during the outage included Unit 1 transformer overhaul, transmission line inspection by WAPA, cleaning of the main condenser tubes, and Stretford repairs and cleaning. During the outage maintenance of the Steam Field included replacement of defective pipeline valves, clean out of the Steam Field condensate tanks, and pulling pressure relief valves for refurbishment. The old CO-2 tank was also replaced for the Fire System Modification Project during the outage.

CTs – March was a quiet month for the CTs. CT1 had 5 actual starts, bringing the FYTD total to 189, of 0 forecasted. CT2 had 0 starts this month, of 1 forecasted, keeping the FYTD total at 47 starts. Alameda Unit 1 is still in a forced outage due to an oil system leak. Allied Power will mobilize for the oil system in April. EMC will mobilize for the Generator Major and cleaning May 1, 2022. A planned outage is scheduled for Alameda Unit 2 in April for AMPS work. CT1 Lodi has used 1.6 hours of 200 allowed based on a calendar year. CT1 Alameda Diesel Unit 1 has used 14.6 hours of 20, and Unit 2, 12.0 hours of 20, based on a rolling year. Staff reviewed the CAISO Commitment Runs for March 2022.

Hydro – Collierville (CV) Power House was 100% available during the month of March, and New Spicer Meadows Power House was at 99% availability due to PG&E transmission. New Spicer Meadows storage increased by 17,100 acre feet at 23% month over month from 73,900 acre feet to 91,000 acre feet. Last year's peak was at 94,600 acre feet. The California snow water content is 37% of average for this time of year in Central California. Current regulatory events included annual water rights filings, USGS annual review comments, application to FERC for dam maintenance, DSOD maintenance consultations, and revising all NCPA EAPs for CAOES. Staff plan to attend two upcoming USFS meetings. Current maintenance activities during the month included 230 kV ROW vegetation management, annual Collierville sump cleaning, and Beaver Creek fish screen cleaner repairs.

22. Planning and Operations Update

➤ Resource Integrations In Progress

- Camp Far West (SVP) – April 2022
- Antelope Solar (NCPA) – TBD
- Deer Creek – May 2022
- Tulare Solar – March 31, 2022 / April
- Sandborne Storage – December 2022

23. Next Meeting – The next Facilities Committee meeting is scheduled for May 4, 2022.

ADJOURNMENT

The meeting was adjourned at 12:34 pm by the Committee Chair.



**Northern California Power Agency
April 6, 2022 Facilities Committee Meeting
Attendance List**

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

[illegible]

**Northern California Power Agency
April 6, 2022 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

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: March 31, 2022 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:

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending March 31, 2022.

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the April 28, 2022 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, 2022 financial reports are also included.

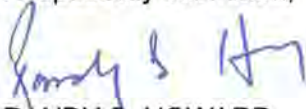
FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- March 31, 2022 Financial Report

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

**Schedule of Disbursements
(Unaudited)**

For the Month of March 2022

Operations:

Geothermal	\$	1,790,478
Hydroelectric		2,932,758
CT#1 Combustion Turbines		1,140,809
CT#2 STIG		437,512
Lodi Energy Center		3,697,509
NCPA Operating		<u>42,157,842</u>
Total	\$	<u><u>52,156,908</u></u>

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED MARCH 31, 2022**

PERCENT OF YEAR ELAPSED 75%
--

	This Month	Actual Year To-Date	FY 2022 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 1,590,493	\$ 15,626,323	\$ 20,659,536	76%	
Debt Service (Net)	2,785,136	25,066,228	33,421,637	75%	
Annual Budget Cost	4,375,629	40,692,551	54,081,173	75%	
<u>Geothermal</u>					
Other Plant Cost	3,325,331	26,140,941	35,708,919	73%	
Debt Service (Net)	412,788	3,715,090	4,953,453	75%	
Annual Budget Cost	3,738,119	29,856,031	40,662,372	73%	
<u>Combustion Turbine No. 1</u>					
Fuel	1,049,575	1,852,418	791,613	234%	(a)
Other Plant Cost	378,773	6,358,774	6,263,071	102%	(b)
Annual Budget Cost	1,428,348	8,211,192	7,054,684	116%	
<u>Combustion Turbine No. 2 (Stig)</u>					
Fuel and Pipeline Transport Charges	55,559	1,504,340	1,265,369	119%	(c)
Other Plant Cost	137,343	1,540,727	2,649,010	58%	
Debt Service (Net)	420,667	3,786,000	5,048,000	75%	
Annual Budget Cost	613,569	6,831,067	8,962,379	76%	
<u>Lodi Energy Center</u>					
Fuel	256,684	52,743,829	31,029,301	170%	(c)
Other Plant Cost	5,936,107	39,605,268	31,775,721	125%	(c)
Debt Service (Net)	2,197,050	19,773,447	26,008,267	76%	
Annual Budget Cost	8,389,841	112,122,544	88,813,289	126%	
<u>Member Resources - Energy</u>					
	8,348,173	61,752,295	67,416,504	92%	(d)
<u>Member Resources - Natural Gas</u>					
	97,417	4,880,754	2,981,422	164%	(c)
<u>Western Resources</u>					
	2,114,273	16,329,201	27,302,082	60%	
<u>Market Power Purchases</u>					
	3,753,511	37,242,956	17,224,803	216%	(d)
<u>Load Aggregation Costs - CAISO</u>					
	40,486,391	756,050,452	282,244,061	268%	(e)
<u>Net GHG Obligations</u>					
	1,749,000	2,354,800	1,276,784	N/A	
	75,094,271	1,076,323,843	598,019,553	180%	
<u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	301,329	4,381,786	2,417,506	181%	(f)
Wheeling Access Charge	12,108,220	100,107,758	119,362,830	84%	(g)
Ancillary Services	918,001	8,863,583	3,846,319	230%	(h)
Other ISO Charges/(Credits)	(2,909,080)	(17,524,682)	946,016	-1852%	(i)
	10,418,470	95,828,445	126,572,671	76%	
<u>MANAGEMENT SERVICES</u>					
<u>Legislative & Regulatory</u>					
Legislative Representation	132,610	1,247,912	2,101,373	59%	
Regulatory Representation	50,532	465,707	633,940	73%	
Western Representation	49,984	412,960	693,937	60%	
Customer Programs	33,305	351,628	481,257	73%	
Judicial Action	151,370	904,702	300,000	302%	(j)
<u>Power Management</u>					
System Control & Load Dispatch	521,511	5,112,686	7,427,479	69%	
Forecasting, Planning, Prescheduling & Trading	180,430	2,057,786	2,810,687	73%	
Industry Restructuring & Regulatory Affairs	35,829	295,493	423,181	70%	
Contract Admin, Interconnection Svcs & External Affairs	80,745	718,408	974,600	74%	
Gas Purchase Program	3,217	41,780	80,779	52%	
Market Purchase Project	9,356	69,029	115,897	60%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED MARCH 31, 2022**

PERCENT OF YEAR ELAPSED
75%

	This Month	Actual Year To-Date	FY 2022 Budget	% Used	
Energy Risk Management	75,315	148,982	198,417	75%	
Settlements	53,467	604,739	975,283	62%	
Integrated Systems Support	4,182	231,768	307,165	75%	
Participant Pass Through Costs	71,190	1,035,904	1,717,765	60%	
Support Services	395,048	1,722,589	-	N/A	
	1,848,091	15,422,073	19,241,760	80%	
TOTAL ANNUAL BUDGET COST	87,360,832	1,187,574,361	743,833,984	160%	
<u>LESS: THIRD PARTY REVENUE</u>					
Plant ISO Energy Sales	6,211,564	142,215,796	101,639,828	140%	(k)
Member Resource ISO Energy Sales	4,503,633	40,825,130	34,352,521	119%	(l)
Member Owned Generation ISO Energy Sales	10,157,557	98,253,209	83,030,430	118%	(l)
Revenue from Customers	888,191	85,514,058	-	N/A	(m)
NCPA Contracts ISO Energy Sales	2,228,438	31,579,677	12,614,852	250%	(l)
Western Resource Energy Sales	778,741	15,364,836	19,296,646	80%	(l)
Load Aggregation Energy Sales	9,521,642	376,578,139	-	N/A	(e)
Ancillary Services Sales	422,950	7,669,359	4,317,168	178%	(n)
Transmission Sales	9,198	82,782	110,376	75%	
Western Credits, Interest and Other Income	3,382,461	47,982,595	41,468,679	116%	(o)
	38,104,375	846,065,581	296,830,500	285%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 49,256,457	\$ 341,508,780	\$ 447,003,484	76%	

- (a) Increases in costs are driven by greater than budgeted generation at CT1 (152% as of 3/31/22), higher prices per mmBtu, and higher fuel transportation charges.
- (b) CT1 completed a planned maintenance outage in December 2021 and was billed in January 2022 for those costs. Those costs will be funded from Maintenance Reserve per the approved FY 2022 Budget. The entry to reclass expenses for the amount covered by Maintenance Reserve will be made and reflected on the April Budget vs. Actual report.
- (c) Increase in costs due to greater than projected MWhs of generation. CT2 is at 131% of budgeted MWhs and LEC is at 129% of budgeted MWhs at 3/31/22. Fuel costs, CA ISO charges, GHG allowance costs, and variable costs have increased as a result of increased generation.
- (d) Increase due to higher than anticipated volume of market purchases and price per MWh of those purchases.
- (e) Increase due to unbudgeted energy purchases and energy sales related to CCAs (East Bay Community Energy, San Jose Clean Energy, and Sonoma Clean Power) and participants.
- (f) Increase due to unbudgeted grid management costs, net neutrality charges and other costs related to CCAs (which is offset by revenue from customers) and participants.
- (g) Wheeling Access Charge (WAC) rates increased approximately 20% over budgeted amounts.
- (h) Increase due to unbudgeted ancillary services costs related to CCAs, which is offset by revenue from customers, as well as greater than expected spinning, non-spinning, reg up and down obligation settlements for the NCPA pool.
- (i) Net credit due to revenue from unbudgeted congestion revenue rights and unbudgeted real-time settlement credits.
- (j) Budgeted costs are partially offset by available encumbrances from the prior years. Additional increases relate to unbudgeted costs for privileged and confidential legal matters related to a multiyear litigation.
- (k) Higher plant revenues due to higher generation.
- (l) Higher revenues due to higher energy prices and higher than budgeted contract energy.
- (m) Higher revenue from CCA results from increased charges for energy purchases, grid management, and ancillary services that are billed and settled with customers monthly.
- (n) Increase primarily due to greater than expected spinning and reg up capacity settlements revenue from Hydro plant.
- (o) Increase due primarily to higher than anticipated GHG credits and natural gas transfer credits from LEC participants. Increases are due to higher than budgeted LEC generation.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	March 31,	
	2022	2021
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 35,787	\$ 20,895
Investments	36,162	45,856
Accounts receivable		
Participants	12	219
Other	994	1,087
Interest receivable	245	275
Inventory and supplies	8,645	6,049
Prepaid expenses	8,866	8,656
TOTAL CURRENT ASSETS	90,711	83,037
RESTRICTED ASSETS		
Cash and cash equivalents	67,736	49,834
Investments	190,073	199,907
Interest receivable	497	594
TOTAL RESTRICTED ASSETS	258,306	250,335
ELECTRIC PLANT		
Electric plant in service	1,499,717	1,494,367
Less: accumulated depreciation	(1,070,781)	(1,040,633)
TOTAL ELECTRIC PLANT	428,936	453,734
OTHER ASSETS		
Regulatory assets	195,091	214,482
Investment in associated company	265	265
TOTAL ASSETS	973,309	1,001,853
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	3,837	14,377
Pension and OPEB deferrals	18,099	16,936
Asset retirement obligations	61,794	61,910
TOTAL DEFERRED OUTFLOWS OF RESOURCES	83,730	93,223
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,057,039	\$ 1,095,076

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	March 31,	
	2022	2021
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 45,950	\$ 44,248
Member advances	993	993
Operating reserves	27,465	23,247
Current portion of long-term debt	44,130	43,035
Accrued interest payable	6,693	6,821
TOTAL CURRENT LIABILITIES	125,231	118,344
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	62,959	63,003
Operating reserves and other deposits	149,418	140,705
Interest rate swap liability	10,352	15,880
Asset retirement obligations	69,292	67,759
Long-term debt, net	519,901	567,523
TOTAL NON-CURRENT LIABILITIES	811,922	854,870
TOTAL LIABILITIES	937,153	973,214
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	88,096	86,300
Pension and OPEB deferrals	2,187	4,737
TOTAL DEFERRED INFLOWS OF RESOURCES	90,283	91,037
NET POSITION		
Net investment in capital assets	(24,549)	(28,756)
Restricted	51,344	44,414
Unrestricted	2,808	15,167
TOTAL NET POSITION	29,603	30,825
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,057,039	\$ 1,095,076

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

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

UNAUDITED

	For the Nine Months Ended March 31,	
	2022	2021
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 386,971	\$ 296,217
Other Third-Party	282,029	261,997
TOTAL OPERATING REVENUES	669,000	558,214
OPERATING EXPENSES		
Purchased power	308,976	268,974
Operations	113,152	64,946
Transmission	155,780	139,519
Depreciation	22,705	22,589
Maintenance	21,050	17,603
Administrative and general	19,975	16,614
TOTAL OPERATING EXPENSES	641,638	530,245
NET OPERATING REVENUES	27,362	27,969
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(17,449)	(21,587)
Interest income	738	(1,220)
Other	9,756	5,007
TOTAL NON OPERATING EXPENSES	(6,955)	(17,800)
FUTURE RECOVERABLE AMOUNTS	(14,896)	(11,396)
REFUNDS TO PARTICIPANTS	(3,536)	(8,340)
INCREASE (DECREASE) IN NET POSITION	1,975	(9,567)
NET POSITION, Beginning of year	27,628	40,392
NET POSITION, Period ended	\$ 29,603	\$ 30,825

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

March 31, 2022										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One				
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	\$ -	\$ -	\$ -	\$ -	\$ 472	\$ -	\$ -	\$ 701	\$ 34,612	\$ 35,787
Investments	-	-	-	-	-	-	-	-	36,162	36,162
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	12	12
Other	-	-	-	-	-	-	588	-	406	994
Interest receivable	-	-	-	-	-	-	78	-	167	245
Inventory and supplies	1,515	1,572	332	284	4,942	-	-	-	-	8,645
Prepaid expenses	674	993	82	119	829	-	-	67	6,102	8,866
Due from Agency and other programs*	14,164	1,456	3,036	6,021	14,332	-	13,140	6,911	(59,060)	-
TOTAL CURRENT ASSETS	16,353	4,021	3,451	6,425	20,575	-	13,806	7,679	18,401	90,711
RESTRICTED ASSETS										
Cash and cash equivalents	414	23,331	-	-	3,018	-	19,769	-	21,204	67,736
Investments	32,456	34,778	3,055	-	38,217	-	19,786	-	61,781	190,073
Interest receivable	97	54	-	-	66	-	-	-	280	497
TOTAL RESTRICTED ASSETS	32,967	58,163	3,055	-	41,301	-	39,555	-	83,265	258,306
ELECTRIC PLANT										
Electric plant in service	576,818	395,575	64,865	37,224	410,254	7,736	-	967	6,278	1,499,717
Less: accumulated depreciation	(548,912)	(297,766)	(56,645)	(35,292)	(119,631)	(7,736)	-	(674)	(4,125)	(1,070,781)
TOTAL ELECTRIC PLANT	27,906	97,809	8,220	1,932	290,623	-	-	293	2,153	428,936
OTHER ASSETS										
Regulatory assets	(1,509)	113,119	2,672	-	29,504	-	-	-	51,305	195,091
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	75,717	273,112	17,398	8,357	382,003	-	53,361	7,972	155,389	973,309
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	626	2,490	(218)	-	939	-	-	-	-	3,837
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	18,099	18,099
Asset retirement obligations	61,435	-	168	-	191	-	-	-	-	61,794
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,061	2,490	(50)	-	1,130	-	-	-	18,099	83,730
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 137,778	\$ 275,602	\$ 17,348	\$ 8,357	\$ 383,133	\$ -	\$ 53,361	\$ 7,972	\$ 173,488	\$ 1,057,039

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

March 31, 2022										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 26	\$ 246	\$ -	\$ 1	\$ -	\$ -	\$ 29,572	\$ -	\$ 16,105	\$ 45,950
Member advances	791	-	-	-	-	-	-	202	-	993
Operating reserves	4,227	250	617	4,971	17,400	-	-	-	-	27,465
Current portion of long-term debt	4,030	22,855	4,365	-	12,880	-	-	-	-	44,130
Accrued interest payable	44	2,211	78	-	4,369	-	-	-	-	6,693
TOTAL CURRENT LIABILITIES	9,118	25,562	5,060	4,972	34,649	-	29,572	202	16,105	125,231
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	62,959	62,959
Operating reserves and other deposits	1,500	20,736	-	-	486	-	39,633	3,803	83,260	149,418
Interest rate swap liability	-	10,352	-	-	-	-	-	-	-	10,352
Asset retirement obligations	68,933	-	168	-	191	-	-	-	-	69,292
Long-term debt, net	6,785	208,991	10,470	-	293,655	-	-	-	-	519,901
TOTAL NON-CURRENT LIABILITIES	77,218	240,079	10,638	-	294,332	-	39,633	3,803	146,219	811,922
TOTAL LIABILITIES	86,336	265,641	15,698	4,972	328,972	-	69,205	4,005	162,324	937,153
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	38,402	4,042	814	2,203	39,143	-	-	321	3,171	88,096
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	2,187	2,187
TOTAL DEFERRED INFLOWS OF RESOURCES	38,402	4,042	814	2,203	39,143	-	-	321	5,358	90,283
NET POSITION										
Net investment in capital assets	3,951	(20,702)	(4,555)	-	(3,243)	-	-	-	-	(24,549)
Restricted	2,850	24,080	2,979	-	12,435	-	9,000	-	-	51,344
Unrestricted	6,239	2,541	2,412	1,182	5,826	-	(24,844)	3,646	5,806	2,808
TOTAL NET POSITION	13,040	5,919	836	1,182	15,018	-	(15,844)	3,646	5,806	29,603
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 137,778	\$ 275,602	\$ 17,348	\$ 8,357	\$ 383,133	\$ -	\$ 53,361	\$ 7,972	\$ 173,488	\$ 1,057,039

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, 2022											
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission					
OPERATING REVENUES											
Participants	\$ (1,514)	\$ 21,229	\$ 3,122	\$ 3,542	\$ 17,876	\$ -	\$ 326,457	\$ 15,016	\$ 1,243	\$ 386,971	
Other Third-Party	37,674	22,092	1,814	4,475	84,159	-	129,975	1,840	-	282,029	
TOTAL OPERATING REVENUES	36,160	43,321	4,936	8,017	102,035	-	456,432	16,856	1,243	669,000	
OPERATING EXPENSES											
Purchased power	417	3,294	106	619	2,784	-	301,756	-	-	308,976	
Operations	13,252	3,326	1,964	2,513	78,581	-	3,955	9,561	-	113,152	
Transmission	286	278	10	16	517	-	154,670	3	-	155,780	
Depreciation	2,825	7,208	1,665	224	10,613	-	-	39	131	22,705	
Maintenance	7,488	4,659	418	4,109	4,306	-	-	70	-	21,050	
Administrative and general	5,081	3,930	554	895	4,254	-	-	6,444	(1,183)	19,975	
Intercompany (sales) purchases, net*	(617)	204	46	73	302	-	-	(8)	-	-	
TOTAL OPERATING EXPENSES	28,732	22,899	4,763	8,449	101,357	-	460,381	16,109	(1,052)	641,638	
NET OPERATING REVENUES	7,428	20,422	173	(432)	678	-	(3,949)	747	2,295	27,362	
NON OPERATING (EXPENSES) REVENUES											
Interest expense	(342)	(6,985)	(52)	-	(10,070)	-	-	-	-	(17,449)	
Interest income	115	145	17	27	211	-	421	33	(231)	738	
Other	800	-	1,879	-	7,579	-	(925)	161	262	9,756	
TOTAL NON OPERATING (EXPENSES) REVENUES	573	(6,840)	1,844	27	(2,280)	-	(504)	194	31	(6,955)	
FUTURE RECOVERABLE AMOUNTS	(1,797)	(10,671)	(2,128)	-	(300)	-	-	-	-	(14,896)	
REFUNDS TO PARTICIPANTS	378	(490)	484	(172)	459	-	(849)	(3,100)	(246)	(3,536)	
INCREASE (DECREASE) IN NET POSITION	6,582	2,421	373	(577)	(1,443)	-	(5,302)	(2,159)	2,080	1,975	
NET POSITION, Beginning of year	6,458	3,498	463	1,759	16,461	-	(10,542)	5,805	3,726	27,628	
NET POSITION, Period ended	\$ 13,040	\$ 5,919	\$ 836	\$ 1,182	\$ 15,018	\$ -	\$ (15,844)	\$ 3,646	\$ 5,806	\$ 29,603	

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
 AGED ACCOUNTS RECEIVABLE
 March 31, 2022

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 713,228
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days	Calpine Geysers	Effluent Adj (Mar'18 - Dec'19)	292,665
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 1,005,893</u>



11

Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: Treasurer's Report for Month Ended March 31, 2022

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:

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for March 31, 2022.

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 \$18,718,599 of which approximately \$5,300,661 was applicable to Special and Reserve Fund Deposits, \$10,077,266 to Debt Service and \$3,340,672 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 \$300,548,962 at month end. The current market value of the portfolio totaled \$292,374,639.

The overall portfolio had a combined weighted average interest rate of 0.938% with a bond equivalent yield (yield to maturity) of 0.951%. Investments with a maturity greater than one year totaled \$148,953,000. March maturities totaled \$10 million and monthly receipts totaled \$48 million. During the month \$10 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills increased 18 basis points from 0.34% to 0.52% and rates on one-year T-Bills increased 41 basis points from 1.14% to 1.55%.

To the best of my knowledge and belief, all securities held by NCPA as of March 31, 2022 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

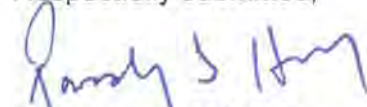
FISCAL IMPACT:

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: Treasurer's Report March 31, 2022

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

MARCH 31, 2022

TABLE OF CONTENTS

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CASH ACTIVITY SUMMARY	2
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INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
March 31, 2022**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 3,325,670	\$ 97,673,995	\$ 100,999,665	31.64%
Special Deposits	13,751	-	13,751	0.00%
Construction	1,251	5,149,746	5,150,997	1.61%
Debt Service	10,077,266	38,872,414	48,949,680	15.33%
Special & Reserve	5,300,661	158,852,807	164,153,468	51.42%
	<u>\$ 18,718,599</u>	<u>\$ 300,548,962</u>	<u>\$ 319,267,561</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 292,374,639

NOTE A - Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
March 31, 2022**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
CPA FUNDS							
Operating	\$ 47,418,244	\$ 102,568	\$ 5,450,277	\$ (28,830,892)	\$ (1,767,152)	\$ (23,176,184)	\$ (803,139)
Special Deposits	267,857	-	-	(31,334,528)	-	18,298,540	(12,768,131)
Construction	-	-	-	-	-	-	-
Debt Service	64,026	5	46	-	(4,200,479)	4,750,640	614,238
Special & Reserve	210,000	151,146	4,720,225	(111,392)	(4,520,374)	127,004	576,609
	<u>\$ 47,960,127</u>	<u>\$ 253,719</u>	<u>\$ 10,170,548</u>	<u>\$ (60,276,812)</u>	<u>\$ (10,488,005)</u>	<u>\$ -</u>	<u>\$ (12,380,423)</u>

OTE A -Investment amounts shown at book carrying value.

OTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency
Treasurer's Report
Investment Activity Summary
March 31, 2022**

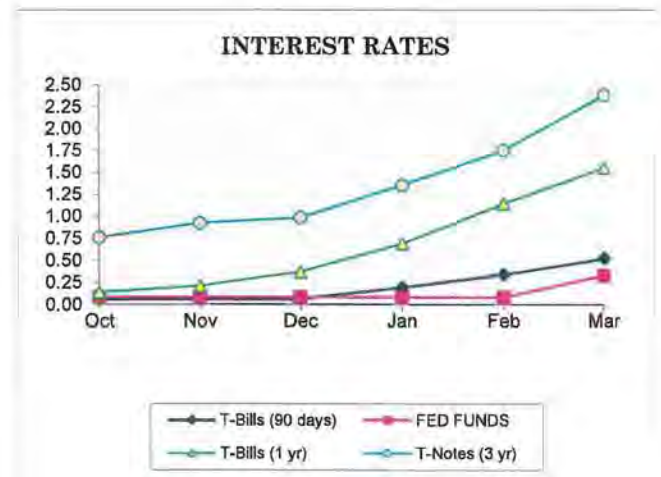
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 1,767,152	\$ (5,450,277)	\$ 3,515	\$ 1,891	\$ -	\$ (3,677,719)
Special Deposits	-	-	-	-	-	-
Construction	-	-	776	-	-	776
Debt Service	4,200,479	(46)	5,647	-	-	4,206,080
Special & Reserve	4,520,374	(4,720,225)	(16,570)	6,776	-	(209,645)
	<u>\$ 10,488,005</u>	<u>\$ (10,170,548)</u>	<u>\$ (6,632)</u>	<u>\$ 8,667</u>	<u>\$ -</u>	<u>\$ 319,492</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(2,035)</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ 317,457</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
March 31, 2022**

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
OVERALL COMBINED	<u><u>0.938%</u></u>	<u><u>0.951%</u></u>
OPERATING FUNDS:	1.093%	1.055%
PROJECTS:		
Geothermal	1.449%	1.341%
Capital Facilities	0.304%	0.309%
Hydroelectric	0.587%	0.586%
Lodi Energy Center	0.665%	0.603%

<u>KEY INTEREST RATES</u>		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Overnight)	0.33%	0.07%
T-Bills (90da.)	0.52%	0.02%
Agency Disc (90da.)	0.55%	0.05%
T-Bills (1yr.)	1.55%	0.07%
Agency Disc (1yr.)	1.63%	0.06%
T-Notes (3yr.)	2.38%	0.31%



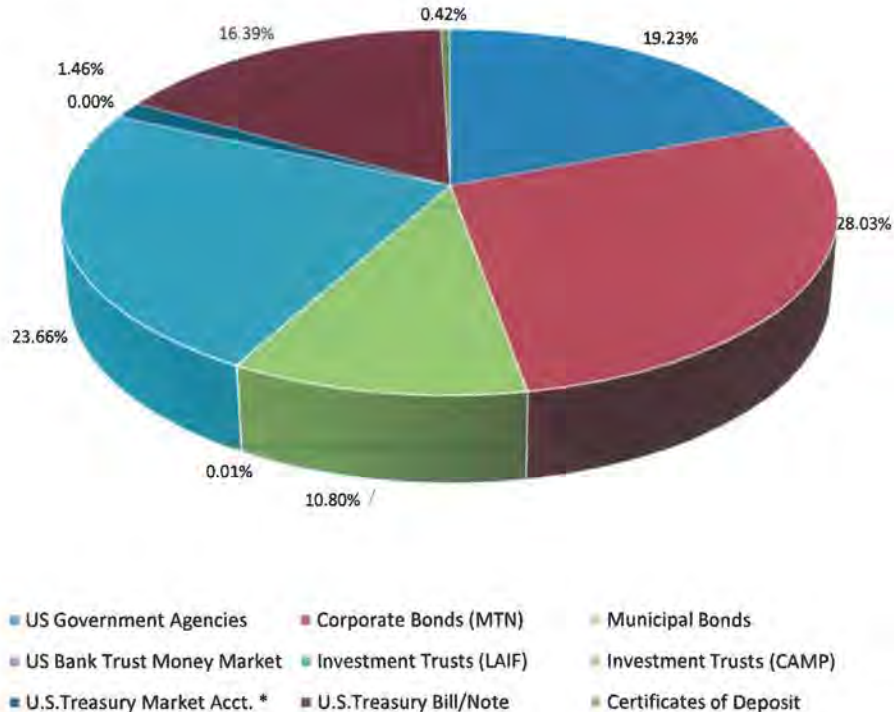
**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
March 31, 2022**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 7,675	\$ -	\$ -	\$ -	\$ 43,605	\$ 7,072	\$ 58,352	19.23%
Corporate Bonds (MTN)	1,500	1,595	1,500	3,150	11,300	66,011	-	85,056	28.03%
Municipal Bonds	-	1,000	-	-	-	30,045	1,720	32,765	10.80%
US Bank Trust Money Market	25	-	-	-	-	-	-	25	0.01%
Investment Trusts (LAIF)	71,809	-	-	-	-	-	-	71,809	23.66%
Investment Trusts (CAMP)	1	-	-	-	-	-	-	1	0.00%
U.S.Treasury Market Acct. *	4,443	-	-	-	-	-	-	4,443	1.46%
U.S.Treasury Bill/Note	-	46,688	3,058	-	-	-	-	49,746	16.39%
Certificates of Deposit	10	-	750	-	-	500	-	1,260	0.42%
Total Dollars	\$ 77,788	\$56,958	\$5,308	\$3,150	\$ 11,300	\$140,161	\$8,792	\$ 303,457	100.00%
Total Percents	25.63%	18.77%	1.75%	1.04%	3.72%	46.19%	2.90%	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 US Bank is invested nightly in fully collateralized U.S. Treasury Securities.

Portfolio Composition



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
03/31/2022

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
Local Agency Investm	LAIF	31,260,228	0.225		31,260,228		1	0.225	31,260,228	SYS70000	70000	31,260,228
First American Govt.	USBGC	1	0.002		1		1	0.002	1	SYS70014	70014	1
'S Bank	USB	3,325,670	0.001		3,325,670		1	0.001	3,325,670	SYS70050	70050	3,325,670
California Asset Mgm	CMP	490	0.050	10/19/2018	490		1	0.050	490	SYS70070	70070	490
D Ameritrade	USBGC	500,000	2.950	05/15/2018	493,385	04/01/2022	0	3.315	500,000	87238YAE8	26601	500,000
'S Bank	USB	10,000	0.050	01/07/2022	10,000	04/07/2022	6	0.050	10,000	SYS30328	30328	10,000
epsiCo Inc.	USBGC	500,000	2.250	03/21/2018	487,005	05/02/2022	31	2.924	500,125	713448DT2	26557	499,728
merican Honda Finan	USBGC	500,000	2.600	06/12/2018	488,550	11/16/2022	229	3.157	502,435	02665WCA7	26614	498,384
hevron Corp.	USBGC	500,000	2.355	03/21/2018	485,760	12/05/2022	248	3.008	502,055	166764AB6	26555	497,949
isa Inc.	USBGC	400,000	2.800	08/03/2018	394,552	12/14/2022	257	3.135	403,072	92826CAC6	26647	399,123
oyota Motor Credit	USBGC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	285	3.315	1,008,420	89236TEL5	26645	995,577
Exxon Mobil Corporat	USBGC	1,000,000	2.725	08/03/2018	985,450	03/01/2023	334	3.068	1,007,510	30231GAR3	26648	997,086
ohn Deere Capital C.	USBGC	500,000	2.800	06/12/2018	489,875	03/06/2023	339	3.264	504,350	24422ETG4	26613	498,009
erkshire Hathaway I	USBGC	500,000	2.750	03/21/2018	492,280	03/15/2023	348	3.086	503,485	084670BR8	26554	498,520
United Parcel Servic	USBGC	500,000	2.500	05/15/2018	483,225	04/01/2023	365	3.248	502,590	911312BK1	26600	496,561
United Parcel Servic	USBGC	500,000	2.500	09/21/2018	483,120	04/01/2023	365	3.308	502,590	911312BK1	26677	496,272
Walmart, Inc.	USBGC	500,000	2.550	07/31/2019	507,870	04/11/2023	375	2.104	502,995	931142DH3	26848	502,189
Bank of NY Mellon Co	USBGC	500,000	3.500	05/15/2018	501,265	04/28/2023	392	3.443	506,755	06406RAG2	26602	500,275
Lershey Company	USBGC	500,000	3.375	06/12/2018	503,125	05/15/2023	409	3.236	505,490	427866AZ1	26615	500,712
Commonwealth of Mass	USBGC	500,000	0.508	07/09/2020	500,000	07/01/2023	456	0.507	490,650	57582RF84	27029	500,000
'S Bank	USBGC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	479	3.399	1,013,370	90331HNV1	26646	1,000,000
Microsoft Corp.	USBGC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	494	3.172	1,003,080	594918BQ6	26672	985,415
P Morgan	USBGC	500,000	3.875	02/15/2019	514,550	02/01/2024	671	3.561	510,655	46625HJT8	26760	505,377
ast Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	853	0.878	479,135	275282PR6	27105	500,000
A St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	975	0.584	568,950	13067WRB0	27055	600,000
'S Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,032	1.846	499,570	90331HMS9	26947	512,805
tate of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	1,171	0.730	242,356	546486BV2	27178	260,000
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,187	0.629	466,485	592112UB0	27173	500,000
ity of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	1,187	0.990	472,600	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,187	0.787	468,415	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	1,188	2.145	934,860	59217GEJ4	27375	962,661
ast Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,218	0.992	941,400	275282PS4	27106	1,000,000
ederal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	1,327	0.542	936,870	3135GA4P3	27137	1,003,846
P Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,361	0.825	223,993	48128GY53	27138	250,000
oyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	1,390	0.699	449,590	89236THY4	27149	500,000
ederal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	1,426	0.500	346,545	3130AKXX9	27179	375,000
ederal Home Loan Ba	USBGC	1,000,000	1.483	02/28/2022	1,000,000	02/27/2026	1,428	1.483	983,830	3130AQZV8	27366	1,000,000
ederal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	1,438	0.800	1,034,055	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,505	1.079	464,620	91324PEC2	27230	501,402
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	1,518	1.250	1,580,558	06048WM31	27225	1,700,000



Northern California Power Agency

Treasurer's Report

03/31/2022

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
Met Govt Nashville &	UBOC	250,000	1.181	10/14/2021	250,000	07/01/2026	1,552	1.181	234,543	592098X77	27291	250,000
San Diego CA Unit Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	1,552	1.201	234,550	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,567	1.050	461,585	57629WDE7	27247	503,126
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	1,597	1.272	93,571	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,599	0.875	466,985	3130ANGX2	27252	500,000
P Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	1,599	1.150	903,370	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	1,608	1.250	678,023	06048WN22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,627	1.227	463,695	14913R2Q9	27288	498,339
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	1,627	1.225	485,395	24422EVB2	27294	522,057
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	1,641	0.900	589,145	3130ANXS4	27276	630,000
Alliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	1,641	1.635	1,378,905	75951AAQ1	27292	1,492,006
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	1,644	1.260	491,990	70450YAD5	27293	530,202
SMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	1,668	1.567	1,429,139	872898AA9	27330	1,537,157
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	1,683	1.475	1,788,658	74460DAG4	27336	1,912,074
Federal Home Loan Ba	USBGC	50,000	0.800	12/29/2021	50,000	12/29/2026	1,733	1.509	47,690	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	1.000	01/28/2022	3,000,000	01/28/2027	1,763	1.691	2,896,710	3130AQN66	27364	3,000,000
Fund Total and Average		\$ 70,746,389	0.939		\$ 70,635,565		587	1.015	\$ 69,303,802			\$ 70,758,241

IPP GHG Auction Acct

Local Agency Investm		701,238	0.225		701,238		1	0.225	701,238	SYS70045	70045	701,238
Fund Total and Average		\$ 701,238	0.225		\$ 701,238		1	0.225	\$ 701,238			\$ 701,238

CPA Balancing Account

Local Agency Investm	LAIF	9,236,126	0.225		9,236,126		1	0.225	9,236,126	SYS70022	70022	9,236,126
First American Govt.	USBGC	46,077	0.002		46,077		1	0.002	46,077	SYS70023	70023	46,077
D Ameritrade	USBGC	500,000	2.950	04/03/2018	497,200	04/01/2022	0	3.100	500,000	87236YAE8	26571	500,000
Home Depot Inc.	USBGC	500,000	2.825	04/04/2018	494,290	06/01/2022	61	2.918	500,565	437076BG6	26572	499,771
Public Storage	USBGC	500,000	2.370	04/04/2018	483,705	09/15/2022	167	3.161	501,115	74460DAB5	26573	498,331
Isa Inc.	USBGC	250,000	2.800	07/24/2018	246,975	12/14/2022	257	3.096	251,920	92826CAC6	26632	249,516
Intel Corp	USBGC	500,000	2.700	06/22/2018	492,300	12/15/2022	258	3.070	503,665	458140AM2	26626	498,787
Toyota Motor Credit	USBGC	550,000	2.625	05/09/2018	536,294	01/10/2023	284	3.203	552,673	89233P7F7	26598	547,725
Isco Systems Inc.	USBGC	500,000	2.600	06/22/2018	487,655	02/28/2023	333	3.170	503,850	17275RBE1	26624	497,606
Merckshire Hathaway I	USBGC	500,000	2.750	05/09/2018	490,280	03/15/2023	348	3.185	503,485	084670BR8	26596	498,085
United Parcel Servic	USBGC	500,000	2.500	06/22/2018	484,780	04/01/2023	365	3.191	502,590	911312BK1	26627	496,813
Like Inc	USBGC	500,000	2.250	05/09/2018	480,350	05/01/2023	395	3.108	500,145	654106AC7	26597	495,723
Simon Property Group	USBGC	500,000	2.750	07/24/2018	484,725	06/01/2023	426	3.438	501,050	828907DD6	26631	496,328
Fizer Inc.	USBGC	500,000	3.000	06/22/2018	496,550	06/15/2023	440	3.150	506,250	717081DH3	26626	499,165
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,096	0.800	502,825	586145F74	27113	534,711
State of Wisconsin	USBGC	400,000	0.650	03/17/2021	400,000	05/01/2025	1,126	0.649	376,036	97705MUK9	27202	400,000



Northern California Power Agency

Treasurer's Report

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CPA 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
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,157	0.952	471,450	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,187	0.932	469,805	059231X39	27125	500,000
Kashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,187	0.610	466,485	592112UB0	27174	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	1,277	0.530	1,900,746	3133EMBJ0	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,277	0.530	1,905,434	3133EMBH4	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,409	0.699	465,650	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,413	0.530	465,800	3130AKWA0	27164	499,807
P Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,418	0.500	917,930	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	1,426	0.500	115,515	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	1,427	0.630	934,760	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	1,438	0.800	1,551,083	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	1,546	1.199	451,650	06048VM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,567	1.050	461,585	57629WDE7	27248	503,126
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,608	1.250	45,202	06048WN22	27256	50,000
SMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,668	1.567	187,428	872898AA9	27331	201,594
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	1,683	1.569	257,529	74460DAG4	27311	274,162
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,683	1.475	234,118	74460DAG4	27337	250,272
Federal Home Loan Ba	USBGC	100,000	0.800	12/29/2021	100,000	12/29/2026	1,733	1.509	95,380	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	1,746	1.731	494,198	24422EWA3	27362	524,256
Federal Home Loan Ba	USBGC	300,000	1.000	01/28/2022	300,000	01/28/2027	1,763	1.691	289,671	3130AQN66	27365	300,000
Fund Total and Average		\$ 29,052,203	1.012		\$ 28,981,374		720	1.076	\$ 28,169,591			\$ 29,067,981

General Operating Reserve

Local Agency Investm	LAIF	20,864,932	0.225		20,864,932		1	0.225	20,864,932	SYS70000	70002	20,864,932
First American Govt.	USBGC	337,894	0.002		337,894		1	0.002	337,894	SYS70019	70019	337,894
US Bank	USB	0	0.000	07/01/2021	0		1	0.000	0	SYS70051	70051	0
California Asset Mgm	CMP	513	0.050	12/14/2018	513		1	0.050	513	SYS70071	70071	513
D Ameritrade	USBGC	500,000	2.950	04/26/2018	492,950	04/01/2022	0	3.335	500,000	87236YAE8	26582	500,000
Federal Home Loan Ba	USBGC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	70	1.760	3,586,118	313379Q69	26467	3,577,387
EpsiCo Inc.	USBGC	500,000	3.100	04/26/2018	500,310	07/17/2022	107	3.083	501,180	713448CX4	26580	500,022
Isa Inc.	USBGC	500,000	2.800	04/26/2018	492,600	12/14/2022	257	3.145	503,840	92826CAC6	26584	498,878
US Bank, N.A.	USBGC	750,000	2.850	01/30/2019	741,900	01/23/2023	297	3.140	755,235	90331HNL3	26737	748,349
Bank of NY Mellon Co	USBGC	500,000	2.950	04/26/2018	491,790	01/29/2023	303	3.325	504,445	06406RAE7	26575	498,572
Maxair Inc.	USBGC	500,000	2.700	04/26/2018	488,350	02/21/2023	326	3.225	502,440	74005PBF0	26581	497,851
Arkshire Hathaway I	USBGC	500,000	2.750	04/26/2018	488,920	03/15/2023	348	3.243	503,485	084670BR8	26576	497,833
United Parcel Servic	USBGC	500,000	2.500	04/26/2018	483,135	04/01/2023	365	3.245	502,590	911312BK1	26583	496,579
Hevron Corp.	USBGC	750,000	2.566	01/30/2019	738,750	05/16/2023	410	2.939	752,070	166764BK5	26740	747,053
Arizona Board of Reg	USBGC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	426	1.387	1,785,964	040484VN4	26984	1,797,666
Hevron Corp.	USBGC	500,000	3.191	02/07/2019	507,025	06/24/2023	449	2.847	505,420	166764AH3	26755	501,973
Walmart, Inc.	USBGC	500,000	3.400	02/07/2019	510,960	06/26/2023	451	2.864	508,520	931142EK5	26758	503,089
Montgomery Water Wor	USBGC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	518	1.020	2,133,910	613105KV6	26985	2,188,204



Northern California Power Agency

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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Amgen Inc	USBGC	500,000	3.200	01/30/2019	506,250	09/15/2023	532	2.908	507,735	717081EN9	26738	501,967
Honolulu City and Co	USBGC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	548	1.020	1,764,566	438670SV9	26983	1,799,166
Wells Fargo Bank NA	USBGC	500,000	3.650	02/07/2019	507,490	01/23/2024	662	3.319	508,800	17325FAS7	26756	502,734
JPMorgan Chase Bank	USBGC	500,000	3.875	02/07/2019	515,120	02/01/2024	671	3.535	510,655	46625HJT8	26757	505,563
US Bank, N.A.	USBGC	440,000	3.375	10/31/2019	462,862	02/05/2024	675	2.093	446,050	91159HHV5	26906	449,896
JPMorgan Chase Bank	USBGC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	792	1.356	986,470	46647PBQ8	27007	1,003,306
East Side Union High	USBGC	565,000	0.820	10/29/2020	565,000	08/01/2024	853	0.820	541,423	275282PR6	27107	565,000
Honolulu City and Co	USBGC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	853	1.058	1,469,070	438687KT1	26980	1,512,323
California State Uni	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	945	0.865	236,790	13077DMK5	27072	250,000
Federal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	987	0.830	1,833,686	3130A3GE8	26962	1,912,328
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,032	1.846	499,570	90331HMS9	26951	512,805
JVW Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	1,051	1.161	485,175	384802AE4	27000	509,591
JVW Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	1,051	1.217	485,175	384802AE4	27005	508,799
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,096	0.600	502,825	586145F74	27114	534,711
Yuba County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	1,096	1.038	966,570	899559QD3	27006	1,010,181
City of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	1,126	0.750	517,065	447025A56	27112	546,170
Moneywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	1,157	0.866	963,240	438516CB0	27008	1,014,938
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	1,157	1.299	413,998	471376FJ7	27011	435,003
recision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	1,171	1.033	1,517,010	740189AM7	27017	1,608,299
JPMorgan Chase Bank	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	1,179	1.050	692,865	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,187	0.845	469,805	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,187	0.774	468,415	977123X78	27042	500,000
MetLife Global Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	1,188	2.145	3,739,440	59217GEJ4	27376	3,850,644
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	1,218	0.940	767,241	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,235	0.600	937,480	3136G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	1,265	0.570	931,890	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	1,277	0.530	1,858,960	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	1,277	0.530	1,598,671	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	1,277	0.520	938,470	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,305	0.540	464,350	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,334	0.798	910,270	06048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,340	0.560	464,895	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	1,349	1.060	1,400,923	40139LBC6	27223	1,509,869
JPMorgan Chase Bank	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,361	0.825	223,993	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	1,369	0.599	465,240	3135G06Q1	27141	500,749
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,409	0.699	465,650	037833EB2	27169	500,000
JPMorgan Chase Bank	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,418	0.500	917,930	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	1,440	1.054	582,448	808513BF1	27220	626,275
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	1,445	0.841	939,420	3130ALEL4	27203	998,011
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	1,459	1.010	946,300	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	1,461	1.119	469,825	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,481	1.084	476,700	3130ALXR0	27215	500,000



Northern California Power Agency

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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	1,505	1.079	511,082	91324PEC2	27232	551,542
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	1,518	1.250	1,030,152	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	1,546	1.199	1,129,125	06048WM64	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	1,552	1.590	348,322	65000BGU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,567	1.050	923,170	57629WDE7	27249	1,006,253
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	1,656	1.235	93,042	24422EVM6	27297	100,285
SMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,668	1.567	796,569	872898AA9	27333	856,776
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	1,683	1.490	1,484,305	74460DAG4	27308	1,585,688
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	1,683	1.569	341,812	74460DAG4	27312	363,888
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,683	1.475	996,404	74460DAG4	27339	1,065,155
P Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	1,704	1.500	1,152,624	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	0.800	12/29/2021	150,000	12/29/2026	1,733	1.509	143,070	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	1,746	1.731	412,303	24422EWA3	27363	437,380
Fund Total and Average		\$ 82,703,339	1.259		\$ 83,323,330		771	1.089	\$ 80,397,590			\$ 82,885,090
GRAND TOTALS:		\$ 183,203,169	1.093		\$ 183,641,507		689	1.066	\$ 178,572,221.			\$ 183,512,550

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 03/31/2022

Callable Dates:

Inv #			Inv #			Inv #		
6646	USB	6/23/2023	27081	FHLB	Anytime	27203	FHLB	Quarterly
6848	WMT	1/11/2023	27104	FHLMC	Annually starting 10/27/2022	27213	FHLB	Quarterly
6906	USBANK	1/5/2024	27110	CASMED	Anytime	27215	FHLB	4/21/2023
6947	USBANK	Anytime starting 12/27/2024	27113	MEMGEN	Anytime	27216	ORSGEN	Anytime
6951	USBANK	Anytime starting 12/27/2024	27114	MEMGEN	Anytime	27220	SCHW	2/11/2026
6980	HON	Anytime	27124	FFCB	Anytime starting 12/1/2022	27225	BAC	Semi-annually starting 05/28/2022
6983	HON	Anytime	27125	BALGEN	Anytime	27226	BAC	Semi-annually starting 05/28/2022
6984	AZSHGR	Anytime	27126	BALGEN	Anytime	27227	BAC	Semi-annually starting 06/25/2022
7007	JPM	6/1/2023 and then starting on 5/1/2024	27137	FNMA	Annually starting 11/18/2022	27228	BAC	Semi-annually starting 06/25/2022
7011	JAS	6/1/2024	27138	JPM	Quarterly starting 12/22/2023	27251	JPM	Annually starting 8/17/2023
7024	JPM	Quarterly starting 6/23/2024	27139	JPM	Quarterly starting 12/22/2023	27252	FHLB	Quarterly starting 8/17/2022
7029	MAS	Anytime	27141	FNMA	Quarterly	27255	BAC	Semi-annually starting 08/26/2022
7041	WISTRN	Anytime	27149	TOY	1/20/2025 and 7/20/2025	27256	BAC	Semi-annually starting 08/26/2022
7042	WISTRN	Anytime	27164	FHLB	Anytime	27276	FHLB	Callable quarterly starting 9/28/2022
7055	CASWTR	Anytime	27168	APPL	Anytime starting 1/8/2026	27313	JPM	Callable quarterly starting 11/30/2022
7056	FNMA	Quarterly starting 8/18/2022	27169	APPL	Anytime starting 1/8/2026	27329	NYSHGR	Anytime
7058	PHOGEN	Anytime	27171	JPM	Quarterly starting 2/17/2023	27342	FHLB	12/29/2023
7071	FAMC	Semi-annually	27172	JPM	Quarterly starting 2/17/2023	27343	FHLB	12/29/2023
7072	CASHGR	Anytime	27178	LOUIS	Anytime	27345	FHLB	12/29/2023
7077	FFCB	Anytime	27195	FHLB	Quarterly	27364	FHLB	7/28/2023
7078	FFCB	Anytime	27200	FFCB	Anytime starting 3/9/2023	27365	FHLB	7/28/2023
7079	FFCB	Anytime	27201	FFCB	Anytime starting 3/9/2023	27366	FHLB	2/27/2023
7080	FFCB	Anytime	27202	WIS	Anytime			



Northern California Power Agency
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ieO 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
U.S. Treasury	USBT	912,000	0.175	01/05/2022	911,220	06/30/2022	90	0.177	910,833	912796R50	27354	911,601
Fund Total and Average		\$ 912,000	0.175		\$ 911,220		90	0.178	\$ 910,833			\$ 911,601

ieo 2012A Debt Service

U.S. Treasury	USBT	246,000	0.408	02/28/2022	245,658	06/30/2022	90	0.416	245,685	912796R50	27367	245,748
U.S. Treasury	USBT	122,000	0.520	03/29/2022	121,836	06/30/2022	90	0.527	121,844	912796R50	27377	121,841
Fund Total and Average		\$ 368,000	0.446		\$ 367,494		90	0.453	\$ 367,529			\$ 367,589

ieo 2016A Debt Service

U.S. Treasury	USBT	289,000	0.080	11/30/2021	288,873	06/16/2022	76	0.081	288,746	912796J42	27314	288,951
U.S. Treasury	USBT	289,000	0.200	12/30/2021	288,708	06/30/2022	90	0.202	288,630	912796R50	27351	288,856
U.S. Treasury	USBT	1,077,000	0.175	01/05/2022	1,076,079	06/30/2022	90	0.177	1,075,621	912796R50	27356	1,076,529
U.S. Treasury	USBT	580,000	0.410	02/28/2022	579,194	06/30/2022	90	0.416	579,258	912796R50	27368	579,406
U.S. Treasury	USBT	289,000	0.519	03/29/2022	288,612	06/30/2022	90	0.527	288,630	912796R50	27378	288,624
Fund Total and Average		\$ 2,524,000	0.260		\$ 2,521,466		88	0.264	\$ 2,520,885			\$ 2,522,366

ieothermal Special Reserve

First American Govt.	USBGC	5,000	0.002		5,000		1	0.002	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,316	0.460	1,391,815	3135G06G3	27167	1,497,130
Fund Total and Average		\$ 1,500,000	0.498		\$ 1,502,796		1312	0.458	\$ 1,396,815			\$ 1,502,130

ieo Decommissioning Reserve

Local Agency Investm	LAIF	282,338	0.225		282,338		1	0.225	282,338	SYS70027	70027	282,338
First American Govt.	USBGC	122,814	0.002		122,814		1	0.002	122,814	SYS70034	70034	122,814
University of Califo	USBGC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	44	1.080	1,001,760	91412G2T1	27001	1,001,485
Wells Fargo Bank	USBGC	250,000	3.150	08/30/2018	250,000	08/30/2022	151	3.154	252,515	949763TL0A	30311	250,000
Great North Bank	USBGC	250,000	3.050	08/31/2018	250,000	08/31/2022	152	3.051	252,420	39103QAF3A	30310	250,000
Discover Bank	USBGC	250,000	3.150	09/06/2018	250,000	09/06/2022	158	3.152	252,623	254673TM8A	30313	250,000
John Deere Capital C	USBGC	750,000	2.800	03/15/2018	739,748	01/27/2023	301	3.104	755,363	24422ERT8	26550	748,268
Bank of NY Mellon Co	USBGC	750,000	2.950	03/15/2018	740,610	01/29/2023	303	3.229	756,668	06406RAE7	26549	748,405
Brook County School	USBGC	355,000	1.563	05/07/2020	356,211	06/15/2023	440	1.450	352,724	227183DH0	27003	355,470
Colano County CCD	USBGC	385,000	5.500	04/09/2020	434,938	08/01/2023	487	1.471	402,321	83412PCN0	26978	405,109
Merbank USA	USBGC	250,000	3.200	08/30/2018	250,000	08/30/2023	516	3.203	255,445	29278TCP3A	30309	250,000
Witbank NA	USBGC	250,000	3.300	09/07/2018	250,000	09/07/2023	524	3.301	255,820	17312QS34A	30314	250,000



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ieo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond ^a Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
acramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	945	1.846	333,416	78607QAY1	26977	341,029
J W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,051	1.161	412,399	384802AE4	27002	433,152
alifornia St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,157	0.952	471,450	13032UXM5	27111	500,000
ouston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	1,187	1.372	714,173	442349EM4	27102	750,000
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,187	0.610	466,485	592112UB0	27175	500,000
ast Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,218	0.940	941,400	275282PS4	27109	1,000,000
uardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	1,349	1.060	465,438	40139LBC6	27224	501,634
pple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	1,409	0.700	931,300	037833EB2	27162	1,000,000
P Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,490	1.200	455,050	48128G3G3	27218	500,000
ank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	1,546	1.199	677,475	06048VM64	27229	750,000
ank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,608	1.250	45,202	06048VN22	27258	50,000
pple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,830,607	09/11/2026	1,624	1.629	1,839,363	037833DN7	27361	1,928,932
aterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	1,627	1.227	139,109	14913R2Q9	27289	149,502
SMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	1,668	1.567	1,288,568	872898AA9	27334	1,385,962
ublic Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	1,683	1.490	716,400	74460DAG4	27309	765,332
ublic Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	1,683	1.475	1,612,601	74460DAG4	27340	1,723,870
ew York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	2,891	2.078	530,712	64966QUX6	27219	583,391
ederal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	3,237	1.360	896,120	3130AKX76	27163	1,000,000
ederal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	3,245	1.460	887,635	31422XAU6	27177	972,000
ederal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	3,245	1.482	548,046	31422XAU6	27246	598,884
ederal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	3,406	1.704	1,821,780	3130AN7G9	27245	2,006,007
larin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	3,409	1.565	454,755	56781RKZ9	27272	506,244
ounty of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	3,423	2.134	352,933	088518PA7	27274	385,000
ounty of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	3,423	2.134	229,178	088518NH4	27275	250,000
ederal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	3,566	2.044	2,310,550	3133ENJZ4	27360	2,446,224
Fund Total and Average		\$ 25,904,152	1.764		\$ 25,993,525		1878	1.630	\$ 24,484,549			\$ 25,941,052

ieo 2012A DSR Account

U.S. Treasury	USBT	1,622,000	0.080	11/30/2021	1,621,286	08/16/2022	76	0.081	1,620,573	912796J42	27319	1,621,726
Fund Total and Average		\$ 1,622,000	0.080		\$ 1,621,286		76	0.081	\$ 1,620,573			\$ 1,621,726
GRAND TOTALS:		\$ 32,830,152	1.449		\$ 32,917,787		1556	1.341	\$ 31,301,184			\$ 32,866,464

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 03/31/2022

Available Dates:

Inv #			Inv #			Inv #		
3977	SCRWTR	Anytime	27177	FAMC	Semi-annually	27246	FAMC	Semi-annually
7001	UNVHGR	Anytime	27218	JPM	Annually starting 4/30/2023	27258	BAC	Semi-annually starting 8/26/2022
7111	CASMED	Anytime	27219	NYC	Anytime	27360	FFCB	Anytime starting 1/5/2027
7162	APPL	Anytime starting 1/8/2026	27229	BAC	Semi-annually starting 6/25/2022			
7163	FHLB	Quarterly	27245	FHLB	Anytime starting 7/9/2022			



Northern California Power Agency
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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	1,013	0.010		1,013		1	0.010	1,013	SYS79017	79017	1,013
U.S. Treasury	USBT	423,000	0.045	08/27/2021	422,830	07/14/2022	104	0.045	422,260	912796K57	27265	422,945
U.S. Treasury	USBT	421,000	0.040	09/28/2021	420,865	07/14/2022	104	0.040	420,263	912796K57	27282	420,951
U.S. Treasury	USBT	421,000	0.090	11/30/2021	420,762	07/14/2022	104	0.091	420,263	912796K57	27318	420,891
U.S. Treasury	USBT	422,000	0.150	12/29/2021	421,654	07/14/2022	104	0.152	421,262	912796K57	27346	421,817
U.S. Treasury	USBT	921,000	0.540	02/28/2022	918,928	07/28/2022	118	0.548	918,725	912796S59	27371	919,370
U.S. Treasury	USBT	450,000	0.660	03/29/2022	449,002	07/28/2022	118	0.670	448,889	912796S59	27381	449,027
Fund Total and Average		\$ 3,059,013	0.304		\$ 3,055,054		110	0.309	\$ 3,052,675			\$ 3,056,014
GRAND TOTALS:		\$ 3,059,013	0.304		\$ 3,055,054		110	0.309	\$ 3,052,675			\$ 3,056,014

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 03/31/2022



Northern California Power Agency

Treasurer's Report

03/31/2022

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	7,365,091	0.225		7,365,091		1	0.225	7,365,091	SYS70028	70028	7,365,091
First American Govt.	USBGC	585,796	0.002		585,796		1	0.002	585,796	SYS70031	70031	585,796
Public Storage	USBGC	500,000	2.370	03/14/2018	485,770	09/15/2022	167	3.051	501,115	74460DAB5	26546	498,560
Visa Inc.	USBGC	500,000	2.800	03/14/2018	494,470	12/14/2022	257	3.051	503,840	92826CAC6	26547	499,182
Toyota Motor Credit	USBGC	500,000	2.700	06/13/2018	489,100	01/11/2023	285	3.215	504,210	89236TEL5	26619	498,148
United Parcel Servic	USBGC	500,000	2.500	06/13/2018	484,900	04/01/2023	365	3.182	502,590	911312BK1	26620	496,854
Colgate-Palmolive Co	USBGC	550,000	2.100	08/09/2018	528,660	05/01/2023	395	2.985	548,889	19416QEC0	26652	545,110
Paul Getty Trust	USBGC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	640	0.401	963,400	374288AB4	27161	1,000,000
Nashville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	853	1.029	240,470	592090GB4	27134	250,000
California Intra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	914	0.683	95,324	13034AL57	27135	100,000
Wal-Mart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	989	1.744	502,840	931142DV2	26950	511,687
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	1,119	0.839	525,347	06406RAN7	27221	557,459
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,144	0.675	471,250	31422BA26	27004	500,000
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	1,218	1.229	237,178	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	1,232	1.950	512,845	283734TC5	27131	538,419
California Intra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	1,279	0.765	121,683	13034AL65	27132	130,000
Bank of America Corp	USBGC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,334	0.798	910,270	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,349	0.615	466,315	3135G06J7	27136	500,630
P Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,361	0.825	447,985	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	1,369	0.576	465,240	3135G06Q1	27148	501,166
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,413	0.530	465,800	3130AKWA0	27165	499,807
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	1,426	0.500	462,080	3130AKXX9	27181	500,000
Federal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,481	1.084	476,700	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,505	1.082	464,620	91324PEC2	27231	501,402
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,599	0.875	466,985	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	1,606	0.967	467,310	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,608	1.250	45,202	06048WN22	27257	50,000
SMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,668	1.567	187,428	872898AA9	27332	201,594
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,683	1.475	234,118	74460DAG4	27338	250,272
Federal Home Loan Ba	USBGC	500,000	0.800	12/29/2021	500,000	12/29/2026	1,733	1.509	476,900	3130AQER0	27344	500,000

Fund Total and Average

\$ 20,775,887

0.925

\$ 20,805,183

679

0.923

\$ 20,218,801

\$ 20,831,177

Hydro Initial Facilities

U.S. Treasury	USBT	4,240,000	0.175	01/05/2022	4,236,372	06/30/2022	90	0.177	4,234,573	912796R50	27355	4,238,145
Fund Total and Average		\$ 4,240,000	0.175		\$ 4,236,372		90	0.178	\$ 4,234,573			\$ 4,238,145

Hydro 2018A Debt Service



Northern California Power Agency

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Hydro 2018A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
U.S. Treasury	USBT	1,146,000	0.080	11/30/2021	1,145,496	06/16/2022	76	0.081	1,144,992	912796J42	27316	1,145,806
U.S. Treasury	USBT	1,147,000	0.200	12/30/2021	1,145,840	06/30/2022	90	0.202	1,145,532	912796R50	27352	1,146,427
U.S. Treasury	USBT	3,638,000	0.175	01/05/2022	3,634,887	06/30/2022	90	0.177	3,633,343	912796R50	27358	3,636,408
U.S. Treasury	USBT	2,295,000	0.409	02/28/2022	2,291,811	06/30/2022	90	0.416	2,292,062	912796R50	27369	2,292,648
U.S. Treasury	USBT	1,147,000	0.519	03/29/2022	1,145,459	06/30/2022	90	0.527	1,145,532	912796R50	27379	1,145,509
Fund Total and Average		\$ 9,373,000	0.266		\$ 9,363,493		88	0.270	\$ 9,361,461			\$ 9,366,798

Hydro 2019A Debt Service

U.S. Treasury	USBT	813,000	0.080	11/30/2021	812,642	06/16/2022	76	0.081	812,285	912796J42	27317	812,863
U.S. Treasury	USBT	815,000	0.200	12/30/2021	814,176	06/30/2022	90	0.202	813,957	912796R50	27353	814,593
U.S. Treasury	USBT	2,699,000	0.175	01/05/2022	2,696,691	06/30/2022	90	0.177	2,695,545	912796R50	27359	2,697,819
U.S. Treasury	USBT	1,629,000	0.410	02/28/2022	1,626,737	06/30/2022	90	0.416	1,626,915	912796R50	27370	1,627,330
U.S. Treasury	USBT	844,000	0.519	03/29/2022	842,866	06/30/2022	90	0.527	842,920	912796R50	27380	842,903
Fund Total and Average		\$ 6,800,000	0.266		\$ 6,793,112		88	0.270	\$ 6,791,622			\$ 6,795,508

Hydro Special Reserve

First American Govt.	USBGC	5,000	0.002		5,000		1	0.002	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,316	0.460	1,391,815	3135G06G3	27166	1,497,130
Fund Total and Average		\$ 1,500,000	0.498		\$ 1,502,796		1312	0.458	\$ 1,396,815			\$ 1,502,130
GRAND TOTALS:		\$ 42,688,887	0.587		\$ 42,700,956		419	0.586	\$ 42,003,272			\$ 42,733,758

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 03/31/2022

Callable Dates:

Inv #	Inv #		
1950	WMT	Anytime starting 10/15/2024	27165 FHLB Anytime
1004	FAMCA	Semi-annually starting 5/19/2022	27214 FHLB 4/21/2023
131	ELPASO	Callable annually starting 8/15/2023	27221 BK 3/24/2025
132	FFCB	Anytime	27253 FHLB Quarterly starting 8/17/2022
135	CASDEV	Anytime	27254 FHLB Monthly
136	FNMA	Quarterly	27257 BAC Semi-annually starting 8/26/2022
140	JPM	Quarterly starting 12/22/2023	27344 FHLB 12/29/2023
161	JPGETY	Anytime starting 10/1/2023	



Northern California Power Agency
Treasurer's Report
03/31/2022

Page 1

EC 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		472,205	0.225		472,205		1	0.225	472,205	SYS70046	70046	472,205
Fund Total and Average		\$ 472,205	0.225		\$ 472,205		1	0.225	\$ 472,205			\$ 472,205

EC Issue #1 2010B DS Fund

US Bank Trust	USB	903	0.010		903		1	0.010	903	SYS79004	79004	903
U.S. Treasury	USBT	3,548,000	0.080	12/01/2021	3,546,604	05/26/2022	55	0.081	3,546,439	912796Q36	27326	3,547,564
U.S. Treasury	USBT	130,000	0.080	12/29/2021	129,957	05/26/2022	55	0.081	129,943	912796Q36	27347	129,984
U.S. Treasury	USBT	260,000	0.310	02/28/2022	259,794	05/31/2022	60	0.314	259,854	912796V30	27372	259,866
U.S. Treasury	USBT	129,000	0.309	03/29/2022	128,930	05/31/2022	60	0.314	128,928	912796V30	27382	128,933
Fund Total and Average		\$ 4,067,903	0.102		\$ 4,066,188		55	0.104	\$ 4,066,067			\$ 4,067,250

EC Issue #2 2010B DS Fund

US Bank Trust	USB	891	0.010		891		1	0.010	891	SYS79012	79012	891
U.S. Treasury	USBT	4,165,000	0.080	12/01/2021	4,163,362	05/26/2022	55	0.081	4,163,167	912796Q36	27327	4,164,488
U.S. Treasury	USBT	550,000	0.080	12/29/2021	549,819	05/26/2022	55	0.081	549,758	912796Q36	27348	549,933
U.S. Treasury	USBT	1,100,000	0.309	02/28/2022	1,099,129	05/31/2022	60	0.314	1,099,384	912796V30	27373	1,099,432
U.S. Treasury	USBT	549,000	0.309	03/29/2022	548,702	05/31/2022	60	0.314	548,693	912796V30	27383	548,716
Fund Total and Average		\$ 6,364,891	0.140		\$ 6,361,903		56	0.142	\$ 6,361,893			\$ 6,363,460

EC Issue#1 2017A DS Fund

U.S. Treasury	USBT	3,659,000	0.080	12/01/2021	3,657,561	05/26/2022	55	0.081	3,657,390	912796Q36	27328	3,658,550
U.S. Treasury	USBT	668,000	0.080	12/29/2021	667,780	05/26/2022	55	0.081	667,706	912796Q36	27349	667,918
U.S. Treasury	USBT	1,334,000	0.309	02/28/2022	1,332,943	05/31/2022	60	0.314	1,333,253	912796V30	27374	1,333,311
U.S. Treasury	USBT	674,000	0.309	03/29/2022	673,634	05/31/2022	60	0.314	673,623	912796V30	27384	673,652
Fund Total and Average		\$ 6,335,000	0.153		\$ 6,331,918		57	0.155	\$ 6,331,972			\$ 6,333,431

EC Issue #1 2010 DSR Fund

US Bank Trust	USB	18,650	0.010		18,650		1	0.010	18,650	SYS79005	79005	18,650
U.S. Treasury	USBT	63,000	0.080	12/29/2021	62,979	05/26/2022	55	0.081	62,972	912796Q36	27350	62,992
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	70	1.760	4,112,751	313379Q69	26463	4,102,737
U.S. Treasury	USBT	509,000	0.035	07/23/2021	508,835	06/16/2022	76	0.036	508,552	912796J42	27244	508,962
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,431	0.840	4,140,854	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,533	0.799	140,133	3130AN4T4	27270	150,463
Fund Total and Average		\$ 9,270,650	1.358		\$ 9,339,298		744	1.195	\$ 8,983,912			\$ 9,273,804



Northern California Power Agency

Treasurer's Report

03/31/2022

EC 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
EC Iss#1 2010B BABS Subs Resv												
US Bank Trust	USB	1,843	0.010	07/01/2021	1,843		1	0.010	1,843	SYS79006	79006	1,843
U.S. Treasury	USBT	2,369,000	0.080	11/30/2021	2,368,068	05/26/2022	55	0.081	2,367,958	912796Q36	27320	2,368,710
Fund Total and Average		\$ 2,370,843	0.080		\$ 2,369,911		55	0.081	\$ 2,369,801			\$ 2,370,553

EC Issue #2 2010B DSR BABS

US Bank Trust	USB	1,295	0.010		1,295		1	0.010	1,295	SYS79013	79013	1,295
U.S. Treasury	USBT	1,142,000	0.080	11/30/2021	1,141,551	05/26/2022	55	0.081	1,141,498	912796Q36	27321	1,141,880
Fund Total and Average		\$ 1,143,295	0.080		\$ 1,142,846		55	0.081	\$ 1,142,793			\$ 1,143,155

EC O & M Reserve

ocal Agency Investm		1,626,968	0.225		1,626,968		1	0.225	1,626,968	SYS70047	70047	1,626,968
irst American Govt.	USBGC	15,013	0.002		15,013		1	0.002	15,013	SYS70041	70041	15,013
US Bank, N.A.	USBGC	595,000	2.650	05/31/2019	598,290	05/23/2022	52	2.456	595,607	90331HPC1	26822	595,160
aterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	975	1.776	472,026	14912L6G1	26952	482,437
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,187	0.610	466,485	592112UB0	27176	500,000
ederal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,215	0.579	935,680	3136G4D75	27047	1,000,666
ederal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,235	0.600	937,480	3136G4G72	27057	1,000,000
ederal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,277	0.530	697,110	3133EMBH4	27083	750,000
ederal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,277	0.530	622,738	3133EMBJ0	27084	670,000
pple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,409	0.699	465,650	037833EB2	27170	500,000
P Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,490	1.200	455,050	48128G3G3	27222	500,000
lassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,567	1.050	923,170	57629WDE7	27250	1,006,253
ank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,608	1.250	90,403	06048WN22	27259	100,000
aterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,627	1.227	463,695	14913R2Q9	27290	498,339
SMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,668	1.567	796,569	872898AA9	27335	856,776
ublic Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,683	1.490	482,282	74460DAG4	27310	515,224
ublic Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,683	1.475	996,404	74460DAG4	27341	1,065,155
Fund Total and Average		\$ 11,650,981	1.070		\$ 11,700,943		1151	0.971	\$ 11,042,330			\$ 11,681,991

STAFF TOTALS:	\$ 41,075,100	0.005	\$ 41,105,212	0.010	0.003	\$ 40,110,375.	\$ 41,105,045
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Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types.
 Investments with less than 6 months to maturity use an approximate method, all others use an exact method.
 Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 03/31/2022

Available Dates:

IV #		
8822	USB	Anytime starting 4/22/2022
7047	FHLMC	Quarterly starting 7/29/2022
7057	FNMA	Quarterly starting 8/18/2022
7083	FFCB	Anytime
7084	FFCB	Anytime
7170	APPL	Anytime starting 1/8/2026
7199	FFCB	Anytime
7222	JPM	Annually starting 4/30/2023
7259	BAC	Semi-annually starting 8/26/2022



Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: Disposal of Northern California Power Agency Surplus Property

AGENDA CATEGORY: Consent

FROM:	Monty Hanks <i>MH</i>	METHOD OF SELECTION:
	Assistant General Manager	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:

Recommending the Northern California Power Agency (NCPA) Commission note and file the report by all members for the disposal of the following:

- Scrap metal from Lodi Energy Center

BACKGROUND:

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

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

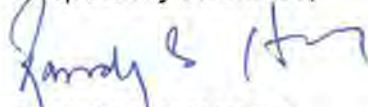
FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Declarations of Surplus
Receipts of disposal



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 3/9/2022

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #s, LCNs & VINs)	COND **	ESTIMATED VALUE		NCPA Property# / Stock # / Fleet # or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	1	LOT	SCRAP METAL	S				CI2/LEC
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								

JUSTIFICATION FOR EXCESS/DISPOSAL: SCRAP METAL

RECOMMENDED DISPOSITION: SCRAP

PREPARED BY: Melissa Philpot / Michael DeBortoli Michael DeBortoli
ORG. Ø
APPROVED BY: Ø CODE: Ø
(ASST. GEN. MANAGER)
AUTHORIZATION Ø
TO PROCEED: Ø DATE: 3/14/22
(GENERAL MANAGER)

Ø PUBLIC SALE Ø PRIVATE SALE
X DISPOSAL - NO NET SCRAP VALUE

*U/M = UNIT OF MEASURE

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

ORIGINAL TO TREASURER-CONTROLLER



Date: 3/21/2012

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

- Scrap Metal

To the following:

Vendor Name: V&E Hauling / Vincente Gonzales

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

Signature: *Vincente Gonzales*

Northern California Power Agency

Employee Name: Melissa Philpot

Signature: *Melissa P. Philpot*

Monies Received for this?

☒ YES (\$ 44) (50% of total, rounded)

☐ NO

Universal Service Recycling Inc.
3200 South El Dorado Street
Stockton, CA 95206
Phone: 209-944-9555
Fax: 209-944-5552
Web: www.usrscrap.com
RC 13349
PR 147249.001



WEIGHMASTER CERTIFICATE

N7545685
VICENTE SANTANA GONZALEZ
525 E HAROLD ST
LODI/CA/95240-0000
6V23466

3/18/2022

Ticket # 1156301

Ticket # 1156301

9:11:58 3/18/2022

Material	Gross	Tare	Net	UM	Unit Price	Amount
500 - #1 Prepared HMS (ISRI 200)	6,760.00	6,080.00	680.00	LB	\$0.1300	\$88.40
Total						\$88.40

PAID

WEIGHMASTER CERTIFICATE:

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

DEPUTY WEIGHMASTER SIGNATURE: **Anthony Bonilla**
Weighed at 3200 South El Dorado Street
Stockton, California 95260

BILL OF SALE

I hereby state that I am the lawful owner of the material described hereon, that I have a right to sell same, and that all State redemption material listed is in fact valid State redemption material and that for payment received in full, hereby acknowledged, I sell and convey title of same to: Universal Service Recycling Inc. I warrant that this material does not contain any hazardous substance as defined by the federal and/or state law, and I agree to indemnify Purchaser / Payer if this is untrue. I declare under penalty of perjury that the foregoing is true and correct.

HOLD HARMLESS AGREEMENT AND WAIVER OF LIABILITY Seller, customer, and driver will indemnify and hold buyer harmless from any and all liabilities, damages, and demands, including reasonable attorney's fees, resulting from breach of any warrant, to person and property hereunder and seller, customer and driver agrees to be responsible for damage to vehicle while loading or unloading scrap materials.

Seller's Signature **X**

3/18/2022 9:11:58AM Page 1 of 1



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Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: RADCO Communications, LLC – Five Year Multi-Task General Services Agreement for microwave tower and communication system maintenance; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Marc Pelletier <i>WRP</i> Acting Assistant General Manager	METHOD OF SELECTION: 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"/>
<i>If other, please specify</i>		
<hr/>		
<hr/>		

RECOMMENDATION:

Approve Resolution 22-37 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with RADCO Communications, LLC for microwave tower and communication system maintenance, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Microwave tower and communication system maintenance are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA currently has an agreement in place with RADCO Communications, LLC which is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA does not have any agreements in place for similar services with additional vendors at this time.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

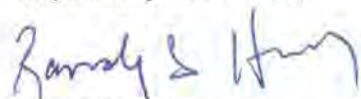
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On April 6, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On April 11, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-37
- Multi-Task General Services Agreement with RADCO Communications, LLC

RESOLUTION 22-37

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH RADCO COMMUNICATIONS, LLC

(reference Staff Report #143:22)

WHEREAS, microwave tower and communication system maintenance 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 SCPPA Members; and

WHEREAS, RADCO Communications, LLC is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with RADCO Communications, LLC to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
RADCO COMMUNICATIONS LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and RADCO Communications LLC, a corporation with its office located at 450 U.S. Highway 395 North, Carson City, NV 89704 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("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) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 **Professional Liability Insurance.** Intentionally omitted.

4.4 **Pollution Insurance.** Intentionally omitted.

4.5 **All Policies Requirements.**

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

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 the Generation Services 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:

Robert Davidson, President
RADCO Communications LLC
450 U.S. Highway 395 North
Carson City, NV 89704

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

RADCO COMMUNICATIONS LLC

Date _____

Date _____

RANDY S. HOWARD, General Manager

ROBERT DAVIDSON, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

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

- Tower maintenance;
- Passive repeater maintenance;
- Tower climbing and antenna positioning; and
- Other communication system maintenance services.

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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



Rate Sheet

Radco Communications, LLC

450 US Hwy 395 North

Carson City, NV 89704

Phone: 775-826-6338 Fax: 775-826-6355

Job/Site Name: NCPA, Calaveras County Locations

Date: 1/20/2022

Client: NCPA
477 Brett Harte Drive
Murphys, CA 95247
ATTN: Amber Summerfelt

Contractor Contact: ROBERT DAVIDSON

DESCRIPTION	UNIT	STRAIGHT TIME RATE	OVERTIME RATE
Laborer	Man Hour	\$ 100.41	\$ 124.64
Cement Mason	Man Hour	\$ 114.50	\$ 144.50
Communications Technician	Man Hour	\$ 95.53	\$ 129.10
Iron Worker	Man Hour	\$ 133.07	\$ 173.54
Operating Engineer	Man Hour	\$ 136.56	\$ 177.06
Electrician	Man Hour	\$ 116.60	\$ 150.94
Truck w/ Tools	Day	\$ 200.00	
Per Diem	Per Day /Employee	\$ 250.00	
Clarifications:			
Materials required to be billed at Cost + 15%.			
Rates based on 8 hour work days not to exceed 40 hours per work week.			
Rates based on Calaveras County Prevailing Wage Determinations.			

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

Contractor may revise the hourly rates each year upon the giving of 30 days' advance written notice to NCPA. If the parties cannot agree to revised hourly rates, NCPA may terminate the Agreement.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____

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

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

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

AGENDA CATEGORY: Consent

FROM:	Marc Pelletier <i>MRP</i> Acting Assistant General Manager	METHOD OF SELECTION: 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"/>
<i>If other, please specify</i>		
<hr/>		
<hr/>		

RECOMMENDATION:

Approve Resolution 22-38 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with DRS Marine, Inc. for underwater maintenance and inspection services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Underwater maintenance and inspection services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA currently has an agreement in place with DRS Marine, Inc., which is expiring. NCPA Hydro has utilized this vendor extensively in the past for power inlet trash rack cleaning at McKays Dam and a low-level outlet guard installation at Alpine Dam. This vendor is very competitively priced and frequently a low bidder on projects. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Global Diving and Salvage.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

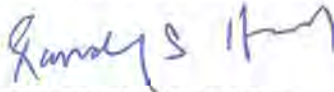
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On April 6, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On April 11, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-38
- Multi-Task General Services Agreement with DRS Marine, Inc.

RESOLUTION 22-38

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH DRS MARINE, INC.

(reference Staff Report #144:22)

WHEREAS, underwater maintenance and inspection 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 SCPPA Members; and

WHEREAS, DRS Marine, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with DRS Marine, Inc. to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
DRS MARINE, 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 DRS Marine, Inc., a corporation with its office located at 525 Chestnut Street, Vallejo, CA 94590 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("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) 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.

- 4.2.4 Marine General Liability Insurance.** Contractor shall maintain marine general liability insurance for the term of this Agreement 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. Coverage should be on "an occurrence" basis covering comprehensive Marine Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.3 Maritime Pollution Liability.** Contractor shall maintain Maritime Pollution Liability insurance for the term of this Agreement. The policy shall provide a minimum limit of \$1,000,000 with no deductible.
- 4.4 Professional Liability Insurance.** Intentionally omitted.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of

subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

Contractor shall 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 the Generation Services 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:

Richard Williams, President
DRS Marine, Inc.
525 Chestnut Street
Vallejo, CA 94590

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, SCSPPA or SCSPPA 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

DRS MARINE, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

RICHARD WILLIAMS, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

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

- Underwater maintenance & inspection;
- Dam, tunnel intake and low-level outlet debris removal;
- ROV inspections;
- Fish screen and trash rack inspection and cleaning;
- Dam low-level outlet gate, stem and stem guide inspection, adjustment and maintenance;
- Buoy anchor maintenance;
- Confined space entry / inspection;
- Bathymetric surveys; and
- Other maintenance services as 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:

		DRS MARINE, Inc.	
• COMMERCIAL DIVERS	ca lic 508905	dir 1000008704	625 CHESTNUT STREET
• ROVS			VALLEJO, CA 94608
• CRANE BARGES			BUS: 707-648-3483
• TUG BOATS			FAX: 707-648-2008
• MARINE CONSTRUCTION			drsmarine@aol.com

January 24, 2022

Amber Summersett
NCPA
477 Bret Harte Drive
Murphys, CA 95247

Reference: Multi-Task General Services Agreement
Subject: Company Rates

DAY RATES

July 1, 2022 to June 30, 2023

Item 1	3- Man Dive Team per OSHA regulations	8 hr s/t shift	\$4,834.00
Item 2	3- Man Dive Team – Overtime	Per hour @ 1.5x	\$781.00
Item 3	3- Man Dive Team - Double-time	Per hour @ 2x	\$971.00
Item 4	Additional Crewman	Per day	\$1,289.10
Item 5	Technician	Per day	\$1,312.94
Item 6	Travel Time	Per hour/man	\$65.00
Item 7	Subsistence	Per day/man	\$145.00
Item 8	1-Ton Utility Truck with tools	Per day	\$248.00
Item 9	Surface Supplied Air Dive Gear	Per day	\$225.00
Item 10	ROV	Per day	\$850.00
Item 11	Consumables/Rentals	Per Item	Cost + 10%

Thank you for this opportunity to supply our services.

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

Contractor may revise the hourly rates each year upon the giving of 30 days' advance written notice to NCPA. If the parties cannot agree to revised hourly rates, NCPA may terminate the Agreement.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____

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

EXHIBIT D - NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E – 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)



Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: TCB Industrial, Inc. – Five Year Multi-Task General Services Agreement for mechanical systems maintenance; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Marc Pelletier <i>MP</i> Acting Assistant General Manager	METHOD OF SELECTION: 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:

Approve Resolution 22-39 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with TCB Industrial, Inc. for mechanical systems maintenance, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Mechanical systems maintenance is required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA currently has an agreement in place with TCB Industrial, Inc., which is expiring. NCPA has utilized this vendor in the past for a service water piping replacement at the LEC as well as outage assistance. This vendor was also the low bidder to help with a new Howell-Bunger Valve liner replacement at the New Spicer Meadows Powerhouse. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Reliable Turbine Services, Voith US, Northwest Industrial, Andritz, Bay Valve, and Syblon Reid.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

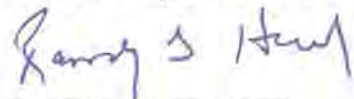
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On April 6, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On April 11, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-39
- Multi-Task General Services Agreement with TCB Industrial, Inc.

RESOLUTION 22-39

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

(reference Staff Report #145:22)

WHEREAS, mechanical systems maintenance is 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 SCPPA Members; and

WHEREAS, TCB Industrial, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with TCB Industrial, Inc. to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
TCB INDUSTRIAL, 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 TCB Industrial, Inc., a corporation with its office located at 2955 Farrar Avenue, Modesto, CA 95355 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("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) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Intentionally omitted.

4.4 Pollution Insurance. Intentionally omitted.

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

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 the Generation Services 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:

TCB Industrial, Inc.
2955 Farrar Avenue
Modesto, CA 95355

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

TCB INDUSTRIAL, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

TODD RAYBOURN, CEO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

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

- Turbines
- Generators
- Auxiliary Equipment
- Large Diameter Valves
- Pumps
- Hydraulic Systems
- Runner Cavitation Repairs
- Bearing Adjustments
- Turbine Inspection & Consultation Services
- Fish Screens
- Misc. Structures and Systems

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. Pricing for services to be performed at NCPA will be quoted at the time services are requested.

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

Contractor may revise the hourly rates each year upon the giving of 30 days' advance written notice to NCPA. If the parties cannot agree to revised hourly rates, NCPA may terminate the Agreement.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



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Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

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

AGENDA CATEGORY: Consent

FROM:	Marc Pelletier <i>MP</i> Acting Assistant General Manager	METHOD OF SELECTION: 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"/>
<i>If other, please specify</i>		
<hr/>		
<hr/>		

RECOMMENDATION:

Approve Resolution 22-40 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Global Diving and Salvage, Inc. for underwater maintenance and inspection services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Underwater maintenance and inspection services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA currently has an agreement in place with Global Diving and Salvage, Inc., which is expiring. NCPA Hydro has utilized this vendor in the past for power tunnel inlet trash rack cleaning at McKays Dam and a low-level outlet inspection services at Utica Dam. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has an agreement in place for similar services with DRS Marine, Inc.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:


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

COMMITTEE REVIEW:

On April 6, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On April 11, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-40
- Multi-Task General Services Agreement with Global Diving and Salvage, Inc.

RESOLUTION 22-40

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH GLOBAL DIVING AND SALVAGE, INC.

(reference Staff Report #146:22)

WHEREAS, underwater maintenance and inspection 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 SCPPA Members; and

WHEREAS, Global Diving and Salvage, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Global Diving and Salvage, Inc. to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
GLOBAL DIVING AND SALVAGE, 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 Global Diving and Salvage, Inc., a corporation with its office located at 3840 W. Marginal Way SW, Seattle, WA 98106 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("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) 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 Marine General Liability Insurance.** Contractor shall maintain marine general liability insurance for the term of this Agreement, 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. Coverage should be on "an occurrence" basis covering comprehensive Marine Liability, with a self-insured retention or deductible of no more than \$250,000. No endorsement shall be attached limiting the coverage.
- 4.4 Maritime Pollution Liability.** Contractor shall maintain Maritime Pollution Liability insurance for the term of this Agreement. The policy shall provide a minimum limit of \$1,000,000 with no deductible.
- 4.5 Professional Liability Insurance.** Intentionally omitted.
- 4.6 All Policies Requirements.**
- 4.6.1 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.
- 4.6.2 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.
- 4.6.3 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.
- 4.6.4 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 4.6.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.6.5 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.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

Contractor shall 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 the Assistant General Manager, Generation Services or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Global Diving and Salvage, Inc.
1280 Terminal Street
West Sacramento, CA 95691

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, SCLPA or SCLPA 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

GLOBAL DIVING & SALVAGE, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

DANIEL PIERSON, Senior Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Global Diving and Salvage, Inc. ("Contractor") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by the Agency, its Members, SCPPA, or SCPPA Members, including:

- Underwater maintenance & inspection;
- Dam, tunnel intake and low-level outlet debris removal;
- ROV inspections;
- Fish screen and trash rack inspection and cleaning;
- Dam low-level outlet gate, stem and stem guide inspection, adjustment and maintenance;
- Buoy anchor maintenance;
- Confined space entry / inspection;
- Bathymetric surveys; and
- Other maintenance services as 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. Pricing for services to be performed at NCPA will be quoted at the time services are requested.

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

Contractor may revise the hourly rates each year upon the giving of 30 days' advance written notice to NCPA. If the parties cannot agree to revised hourly rates, NCPA may terminate the Agreement.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E – 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)



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Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: RESA Service, LLC – Five Year Multi-Task General Services Agreement for transformer maintenance, switchgear and engineering services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM: Marc Pelletier *MRP*
Acting Assistant General
Manager

METHOD OF SELECTION:

N/A

Division: Generation Services

If other, please describe:

Department: Hydroelectric

IMPACTED MEMBERS:

All Members ☒

City of Lodi ☐

City of Shasta Lake ☐

Alameda Municipal Power ☐

City of Lompoc ☐

City of Ukiah ☐

San Francisco Bay Area
Rapid Transit ☐

City of Palo Alto ☐

Plumas-Sierra REC ☐

City of Biggs ☐

City of Redding ☐

Port of Oakland ☐

City of Gridley ☐

City of Roseville ☐

Truckee Donner PUD ☐

City of Healdsburg ☐

City of Santa Clara ☐

Other ☐

If other, please specify

RECOMMENDATION:

Approve Resolution 22-41 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with RESA Service, LLC for transformer maintenance, switchgear and engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Transformer maintenance, switchgear and engineering 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 SCPPA Members. RESA Service, LLC is a relatively new vendor for NCPA. This vendor was the successful bidder for a transformer overhaul project at the Geothermal Facility for which a single-task general services agreement was put into place. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects to increase the pool of qualified vendors for these types of services. NCPA has agreements in place for similar services with North American Substation Services (NASS), Kinectrics, and Transmission and Distribution Services (TDS).

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

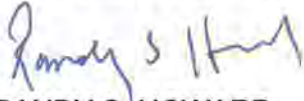
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On April 6, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On April 11, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-41
- Multi-Task General Services Agreement with RESA Service, LLC

RESOLUTION 22-41

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH
RESA SERVICE, LLC**

(reference Staff Report #147:22)

WHEREAS, transformer maintenance, switchgear and engineering 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 SCPPA Members; and

WHEREAS, RESA Service, LLC is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with RESA Service, LLC to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
RESA SERVICE, LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and RESA Service, LLC, a limited liability company with its office located at 8300 Cypress Creek Parkway, Suite 225, Houston, TX 77070-5493 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("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) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- 4.3 Professional Liability Insurance.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.
- 4.4 Pollution Insurance.** Intentionally omitted.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF 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 the Assistant General Manager, Generation Services, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 **Notices.** Any written notice to Contractor shall be sent to:

Juan Carlos Hernandez Lozano
National Sales Manager – Transformer Services
RESA Service, LLC
2140 Icon Way #200
Vacaville, CA 95688

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

RESA SERVICE, LLC

Date_____

Date_____

RANDY S. HOWARD, General Manager

**JUAN CARLOS HERNANDEZ LOZANO,
National Sales Manager – Transformer
Services**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

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

- Laboratory Testing Services;
- Transformer Oil Testing;
- Oil conditioning services;
- Transformer maintenance services;
- Switchgear and components;
- Electrical engineering design and acceptance testing; and
- Other services as 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:

Regular Time \$215.50/hour

Overtime \$323.25/hour

Doubletime \$431.00/hour

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

Contractor may revise the hourly rates each year upon the giving of 30 days' advance written notice to NCPA. If the parties cannot agree to revised hourly rates, NCPA may terminate the Agreement.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: HDR Engineering, Inc. – Five Year Multi-Task Professional Services Agreement for Engineering Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Marc Pelletier <i>MRP</i> Acting Assistant General Manager	METHOD OF SELECTION: N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Combustion Turbines	

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

RECOMMENDATION:

Approve Resolution 22-42 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with HDR Engineering, Inc. for engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Engineering 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 SCPPA Members. The current agreement with HDR Engineering, Inc. is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Black & Veatch Corporation, Power Engineers, Inc. and Worley Group, 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 needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

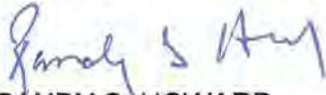
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On April 6, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On April 11, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-42
- Multi-Task Professional Services Agreement with HDR Engineering, Inc.

RESOLUTION 22-42

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH HDR
ENGINEERING, INC.**

(reference Staff Report 148:22)

WHEREAS, engineering 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 SCPPA Members; and

WHEREAS, HDR Engineering, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Professional Services Agreement with HDR Engineering, Inc. to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

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

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

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND HDR ENGINEERING, INC.

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and HDR Engineering, Inc., a Nebraska corporation, with its office located at 8404 Indian Hills Drive, Omaha, NE 68114 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

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

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

Section 2. **COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED ONE MILLION** dollars (\$1,000,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

4.4 All Policies Requirements.

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

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

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

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

endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or Agency member for which the Services are to be performed.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

5.2 Scope. For all Work subject to California Civil Code Section 2782.8, Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

5.3 Scope. For all Work not subject to California Civil Code Section 2782.8, Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers,

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Consultant.

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

documents. Re-use of Consultant's deliverables or work product for purposes not contemplated in this Agreement, or use of partially-completed deliverables or work product, shall be at Agency's sole risk and without liability to Consultant.

- 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, critical energy infrastructure information 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

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

HDR Engineering, Inc.
Attention: Jarvis Caldwell
2379 Gateway Oaks
Sacramento, CA 95833

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

(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, SCPA or SCPA member (collectively for the purpose of this Section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.
- 10.16 Waiver of Consequential Damages.** Neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project, the work or this Agreement from any cause or causes, including but not limited to any such damages caused by negligence, errors or omissions, strict liability or breach of contract.
- 10.17 Opinions Of Probable Cost (Cost Estimates).** Any opinions of probable project cost or probable construction cost provided by Consultant are made on the basis of information available to Consultant and on the basis of Consultant's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, Consultant does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Consultant prepares.

// SIGNATURES ON NEXT PAGE //

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

NORTHERN CALIFORNIA POWER AGENCY

HDR ENGINEERING, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

JARVIS CALDWELL,
Associate Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

HDR Engineering, Inc. ("Consultant") shall provide engineering, environmental and regulatory services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

Services to include but not be limited to the following:

- Feasibility Studies
- Business Model Development
- Conceptual Design
- Cost Estimating
- Contract Planning
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Environmental Studies*
- Regulatory Support*
- Execution Planning
- Operations and Maintenance Evaluation and Support (consulting and engineering only)
- Vendor Quality Assurance
- Construction Management (see note on Public Works projects below)
- Start-up and Commissioning Services (engineering support only)

*These services do not include hydroelectric relicensing services as they will be subject to a stand-alone request for proposals and single task agreement.

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

Classification	Min	Max
Project Accountant/Coordinator I	\$ 85.00	\$ 115.00
Project Accountant/Coordinator II	\$ 115.00	\$ 145.00
Project Accountant/Coordinator III	\$ 145.00	\$ 185.00
Environmental Planner/Scientist I	\$ 98.00	\$ 130.00
Environmental Planner/Scientist II	\$ 130.00	\$ 160.00
Environmental Planner/Scientist III	\$ 160.00	\$ 215.00
Designer/Technician I	\$ 95.00	\$ 130.00
Designer/Technician II	\$ 130.00	\$ 160.00
Designer/Technician III	\$ 160.00	\$ 200.00
GIS/CADD I	\$ 100.00	\$ 120.00
GIS/CADD II	\$ 120.00	\$ 140.00
GIS/CADD III	\$ 140.00	\$ 180.00
Engineer I	\$ 110.00	\$ 140.00
Engineer II	\$ 140.00	\$ 170.00
Engineer III	\$ 170.00	\$ 200.00
Engineer IV	\$ 200.00	\$ 230.00
Engineer V	\$ 230.00	\$ 260.00
Engineer VI	\$ 260.00	\$ 280.00
Principal I	\$ 240.00	\$ 290.00
Principal II	\$ 290.00	\$ 340.00
Project Manager I	\$ 170.00	\$ 240.00
Project Manager II	\$ 240.00	\$ 290.00
Project Manager III	\$ 290.00	\$ 330.00
Subject Matter Expert I	\$ 300.00	\$ 350.00
Subject Matter Expert II	\$ 350.00	\$ 495.00

Expenses required will vary depending on the specific scope of work. Expenses and subconsultants invoices will be billed at cost plus 5%. Detailed estimates of both work hours and expenses will be provided in each task order.

Rates are subject to escalation annually on January 1st, but must be provided to Agency in writing 60 days' prior to application to Work.

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

HDR Engineering, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



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Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: Power Engineers, Inc. – Five Year Multi-Task Professional Services Agreement for Engineering Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Marc Pelletier <i>MAP</i> Acting Assistant General Manager	METHOD OF SELECTION: N/A
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Combustion Turbines	

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

RECOMMENDATION:

Approve Resolution 22-43 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Power Engineers, Inc. for engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Engineering 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 SCPPA Members. The current agreement with Power Engineers, Inc. is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Black & Veatch Corporation, HDR Engineering, Inc. and Worley Group, 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 needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

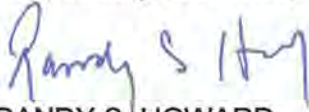
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On April 6, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On April 11, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-43
- Multi-Task Professional Services Agreement with Power Engineers, Inc.

RESOLUTION 22-43

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

(reference Staff Report 149:22)

WHEREAS, engineering 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 SCPPA Members; and

WHEREAS, Power Engineers, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Professional Services Agreement with Power Engineers, Inc. to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

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

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

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



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

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Power Engineers, Inc., an Idaho corporation, with its office located at 3940 Glenbrook Drive, Hailey, ID 83333 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

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

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

Section 2.

COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED ONE MILLION** dollars (\$1,000,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of 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 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 limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile

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

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

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

4.4 All Policies Requirements.

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

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

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

4.4.5 Waiver of Subrogation. Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss with the exception of professional liability insurance. 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 and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Except for professional services addressed in California Civil Code Section 2782.8, Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to hold harmless and indemnify the Agency shall not apply to the proportional extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency. The indemnification and defense obligation in this section shall conform to California Civil Code Section 2782.8.

5.3 Limitation of Liability. Agency agrees to limit Consultant's liability, to Agency and to all persons having contractual relationships with The Agency, for insurable events arising from Consultant's performance to the insurance limits stated in Section 5, Consultant's liability for non-insurable events including breach of contract or breach of warranty shall not exceed \$2,000,000.00. Neither

Consultant nor Agency nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

Section 6. STATUS OF CONSULTANT.

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

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

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

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

Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Consultant.

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

7.3 Licenses and Permits. Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** Except as otherwise set forth herein, all tangible 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 ("Work Product"), that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency upon receipt of payment therefore by Consultant. The Agency will not gain ownership of any work or invention that is the result of creativity, such as a manuscript or a design, to which one has rights and for which one may apply for a patent, copyright or trademark ("Intellectual Property") of the Consultant that is used to create Work Product. For avoidance of doubt, any Work Product created, developed or

prepared by Consultant through this Agreement is the property of Agency. Consultant will grant to Agency a nonexclusive, perpetual, royalty-free, world-wide, limited license under copyright to use solely for its own benefit, for internal purposes only, and only with its own personnel and without rights to sublicense, such Intellectual Property as is necessary for the Agency to make the agreed use of the Work Product as contemplated by this 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, critical energy infrastructure information 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 confident; and (b) shall take all reasonable steps to prevent any

unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: 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 the Assistant General Manager, Generation Services, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Power Engineers, Inc.
Attention: Darel Tracy, Sr. Project Manager
2041 South Cobalt Point Way
Meridan, ID 83642

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this Section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

POWER ENGINEERS, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

JAY KEELING,
Project Management Division Manager, VP

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Power Engineers, Inc. ("Consultant") shall provide engineering services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members:

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

- Review of existing protection settings;
- Design and recommendation for new protection systems and settings;
- Review of engineering documents created by other firms;
- Phone consultation and/or attendance at on-site meetings;
- Review and analysis of SEL event files for line and unit trips;
- Review and update of Arc-Flash studies;
- Provide transmission line engineering and review;
- Fiberoptic Communications;
- Preparation of technical specifications; and
- General Mechanical, Civil, Electrical, Distribution and Protection Engineering.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

**POWER ENGINEERS INC.
SCHEDULE OF CHARGES – 2022
NORTHERN CALIFORNIA POWER AGENCY (NCPA)**

<u>GRADE</u>	<u>PERSONNEL CLASSIFICATION</u>	
13	President	\$305.00/hr.
	Executive Vice President	
	Senior Project Manager IV	
12	Project Manager Director	\$300.00/hr.
	Senior Project Manager III	
11	Senior Project Manager II	\$290.00/hr.
	Senior Program Manager II	
	Principal Engineer II	
10	Senior Project Manager I	\$229.50/hr.
	Senior Program Manager I	
	Senior Project Engineer III	
	Senior Project Lead III	
	Strategic Consultant III	
	Principal Engineer I	
9	Project Manager III	\$221.00/hr.
	Senior Project Lead II	
	Construction Manager III	
	Senior Project Engineer II	
	Strategic Consultant II	
	Senior Consultant III	
8	Senior Engineer II	
	Project Manager II	\$195.50/hr.
	Senior Project Lead I	
	Strategic Consultant I	
	Senior Consultant II	
	Senior Project Engineer I	
7	Construction Manager II	
	Senior Engineer I	
	Project Manager I	\$170.00/hr.
	Project Lead II	
	Construction Manager I	
	Environmental Specialist IV	
	Project Engineer II	
	Engineer IV	
	Designer V	
	Project Administrator III	
	Senior Consultant I	

6	Project Lead I Project Engineer I Engineer III Designer IV Environmental Specialist III Procurement Specialist III Scheduling Specialist III Project Administrator II Consultant III	\$161.50/hr.
5	Engineer II Designer III Technician IV Environmental Specialist II Procurement Specialist II Scheduling Specialist II Project Administrator I Consultant II	\$148.75/hr.
4	Engineer I Designer II Drafter IV Technician III Environmental Specialist I Procurement Specialist I Field Representative IV Scheduling Specialist I Project Managers Assistant III Consultant I	\$136.00/hr.
3	Designer I Drafter III Technician II Field Representative III Staff Assistant II Project Managers Assistant II	\$119.00/hr.
2	Drafter II Staff Assistant Field Representative II Project Managers Assistant I	\$97.75/hr.
1	Drafter I General Office Assistant Field Representative I	\$80.75/hr.

REPRODUCTION**Drawings – Black & White**

Large Scale Drawings (C Size)	\$1.90/ea.
Large Scale Drawings (D Size)	\$3.30/ea.
Large Scale Drawings (E Size)	\$5.50/ea.

Drawings – Color

Large Scale Drawings (C Size)	\$6.00/ea.
Large Scale Drawings (D Size)	\$10.90/ea.
Large Scale Drawings (E Size)	\$17.50/ea.

Documents – Black & White

Single-sided Copies	8 x 11 \$0.11/ea.	11 x 17 \$0.17/ea.
Double-sided Copies	8 x 11 \$0.22/ea.	11 x 17 \$0.34/ea.

Documents – Color

Single-sided Copies	8 x 11 \$0.50/ea.	11 x 17 \$1.00/ea.
Double-sided Copies	8 x 11 \$1.00/ea.	
Spiral Comb		\$2.65/ea.
3 Ring Binder		Dependent on size
Special Copy Center Projects (Labor)		\$45.00/hr.

SURVEY EQUIPMENT

Survey Equip. to support field crew		\$70.00/day
GPS Equipment 2 Units	\$60.00/hour	\$350.00/day
GPS Equipment 3 Units	\$80.00/hour	\$450.00/day

Other expenses including but not limited to subcontractors, airfare, lodging, meals, postage and shipping, purchases, rentals, are charged at cost plus a carrying and handling charge of 10%.

Communication Charge - including but not limited to VOIP charges, file sharing cloud services, and web collaboration sites, charged at 1% of labor billing charges.

CAD and Software Usage Charge – charged at 3% of labor billing charges. This charge covers CAD application and design software including: AutoCAD, MicroStation, Autodesk Revit, PLS-Cad, Smart Plant P&ID, electrical studies software, and other design software as required.

Consultant's annual rate adjustments will go into effect on January 1 of each calendar year. Annual rate adjustments will be based on the percentage rate of increase for the September-to-September period in the Bureau of Labor Statistics ("BLS") published Employment Cost Index ("ECI") for Professional, Scientific, and Technical Services, referred to as ECI Series ID CIU20154000000001 (B), not seasonally adjusted. A notice of rate increase will be provided to Agency with 30 days' advance written notice.

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

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 _____ 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

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: Knights' Electric, Inc. – Five Year Multi-Task General Services Agreement for Electrical Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Marc Pelletier <i>MRP</i> Acting 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:

Approve Resolution 22-44 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Knights' Electric, Inc. for electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Electrical 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 SCPPA Members. The current agreement with Knights' Electric, Inc. is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Coastal Mountain Electric, Contra Costa Electric, Inc., and Eaton Corporation.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$750,000 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 needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from qualified providers as required. Bids are awarded to the vendor providing the best overall value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

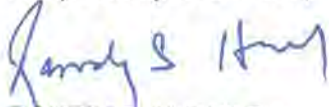
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On April 6, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On April 11, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-44
- Multi-Task General Services Agreement with Knights' Electric, Inc.

RESOLUTION 22-44

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

(reference Staff Report #150:22)

WHEREAS, electrical 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 SCPPA Members; and

WHEREAS, Knights' Electric, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Knights' Electric, Inc. to provide such services as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$750,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
KNIGHTS' 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 Knights' Electric, Inc., a corporation with its office located at 11410 Old Redwood Hwy., Windsor, CA 95492 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("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** SEVEN HUNDRED AND FIFTY THOUSAND dollars (\$750,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- 4.3 Professional Liability Insurance.** Intentionally Omitted
- 4.4 Pollution Insurance.** Intentionally Omitted.
- 4.5 All Policies Requirements.**
- 4.5.1 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.4, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.5.2 Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.5.3 Higher Limits.** If Contractor maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Contractor.
- 4.5.4 Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.5.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.
- 4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Contractor, its employees, agents and subcontractors.
- 4.6 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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 the Assistant General Manager, Generation Services, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Knights' Electric, Inc.
11410 Old Redwood Hwy.
Windsor, CA 95492

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

KNIGHTS' ELECTRIC, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

BARBARA RAGSDALE, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

As requested by the Agency, Knights' Electric, Inc. ("Contractor") shall provide routine, recurring, and usual maintenance services for the preservation, protection, and keeping of any facilities owned and/or operated by Agency, its members, Southern California Public Power Authority ("SCPPA") or SCPPA members, in a safe and continually usable condition.

Maintenance services may include, but are not limited to, labor and materials to perform miscellaneous electrical services:

- Troubleshooting electrical equipment and circuits
- Removal of existing equipment
- Lighting in power plants, steamfield and facility buildings
- Emergency services

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Apprentice	Regular	110.00	Rented Equip.	Cost + 20%	
	Overtime	160.00			
	Doubletime	215.00	Owned Equip.	A-Frame Tracer/Ground	75.00
	Travel	110.00		Backhoe - Day	500.00
				Core Hole Drilling	100.00
Journeyman	Regular	175.00		Earth Resistance Meter	150.00
	Overtime	255.00		Fluke Tester	125.00
	Doubletime	345.00		Ideal Short Tracer	25.00
	Travel	175.00		Infrared Camera	500.00
				Meggar	50.00
Technician/ Controls	Regular	195.00		Metro Tech Tracer	150.00
	Overtime	285.00		Power Site Monitor - Day	100.00
	Doubletime	385.00		Recycle Ballast	1.50
	Travel	195.00		Recycle Lamps 4'	3.00
				Recycle Lamps 8'	4.00
Programmer	Regular	205.00		Truck Charge	45.00
	Overtime	289.50			
	Doubletime	382.00	Other	Proj. Mngr. Fee	95.00
	Travel	197.00		Admin. Fee	70.00
				Report Fee	35.00
Energized Maintenance	Regular	201.00			
	Overtime	285.00			
	Doubletime	380.00			
	Travel	201.00			
			Travel	1.5 minutes per mile over 40	
				each direction	

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

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D – Not Applicable

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: Colantuono, Highsmith & Whatley, PC – Three Year Legal Services Agreement for Assistant General Counsel Services with Option to Extend for Up to Two Additional Years

AGENDA CATEGORY: Consent

FROM:	Jane E. Luckhardt <i>[Signature]</i> General Counsel	METHOD OF SELECTION: <i>Competitive RFQ for Legal Services</i>
Division:	Executive Services	<i>If other, please describe:</i>
Department:	Legal	

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:

Approve Resolution 22-48 authorizing the General Manager or his designee to enter into a three-year Legal Services Agreement with Colantuno, Highsmith & Whatley, PC (CHW) for outside Assistant General Counsel services to be provided primarily by David J. Ruderman, with a not to exceed amount of \$500,000. The agreement includes the possibility for amendment to extend the term for up to two additional years for a maximum contract length of five years.

BACKGROUND:

Legal expertise and services are essential to the success of NCPA. Designation and hiring of an Assistant General Counsel are in furtherance of Strategic Plan goals and ensure long-term continuity and legal coverage for the Agency. The Assistant General Counsel would provide services under the direction of Jane E. Luckhardt, NCPA in-house General Counsel as requested, to handle special projects in furtherance of Agency strategic goals and needs, legal transactional work resulting from the expansion of services provided by the Agency to its Members and third parties, and other specialized legal services as needed.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$500,000 over three years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures. The dollar amount is not a guarantee that NCPA will pay the full amount, but is merely a limit of potential expenditures under the Agreement.

SELECTION PROCESS:

The agreement is the result of a formal Request for Qualifications and Proposals process conducted by NCPA. A Request for Qualifications and Proposals was dispatched to potentially qualified firms and individual attorneys on June 1, 2021. The Request included Assistant General Counsel services and various specialized legal services. It was sent to 15 identified firms. Proposals were due June 28, 2021. 13 firms submitted proposals to NCPA for various services or combinations of services. Based on the responses submitted to the Request for Qualifications and Proposals, NCPA staff reviewed the proposals and based thereon, interviews with prospective firms in different categories were held. Based on the results of the Evaluation Committee for Assistant General Counsel services, NCPA's General Counsel recommends awarding the Assistant General Counsel services agreement to Colantuno Highsmith & Whatley, PC, with David J. Ruderman designated as the primary attorney to perform the Assistant General Counsel services.

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 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On April 7, 2022, the NCPA Legal Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-48
- Legal Services Agreement with Colantuono, Highsmith Whatley, PC

RESOLUTION 22-48

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A LEGAL SERVICES AGREEMENT WITH COLANTUONO, HIGHSMITH &
WHATLEY, PC**

(reference Staff Report #156:22)

WHEREAS, Assistant General Counsel services are required from time to time in furtherance of Strategic Plan goals and ensure long-term continuity and legal coverage for the Northern California Power Agency (NCPA); and

WHEREAS, Colantuono, Highsmith & Whatley, PC is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the three-year Legal Services Agreement with Colantuono, Highsmith & Whatley, PC to provide such services as needed under the direction of Jane E. Luckhardt, NCPA in-house General Counsel. The agreement includes the possibility for amendment to extend the term for up to two additional years for a maximum contract length of 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 of the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 over three years.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**LEGAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
COLANTUONO, HIGHSMITH & WHATLEY, PC**

This agreement for legal services ("Agreement") is entered into on _____ (the "Effective Date") between the NORTHERN CALIFORNIA POWER AGENCY, a public joint powers agency, with offices located at 651 Commerce Drive, Roseville, CA, ("Agency") and COLANTUONO, HIGHSMITH & WHATLEY, PC, with offices located at 420 Sierra College Drive, Suite 140, Grass Valley, California 95945, ("Attorneys") (together sometimes referred to as the "Parties").

Section 1. SERVICES. In accordance with the terms and conditions set forth in this Agreement, Attorneys agree to perform all services described in the Scope of Work attached as Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** This Agreement shall begin upon signature by all parties and shall end when Attorneys complete the work described in Exhibit A, or no later than three (3) years from the date this Agreement was signed by Agency, whichever is longer, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. The Parties may elect to amend the Agreement to extend the three-year term for up to two (2) additional years, as mutually agreed.
- 1.2 Standard of Performance.** Attorneys shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Attorneys are engaged in the geographical area in which Attorneys practice their profession.
- 1.3 Assignment of Personnel.** Attorneys have assigned David J. Ruderman as the primary attorney to perform the Assistant General Counsel services in connection with this Agreement.
- 1.4 Termination.** Either party may cancel this Agreement at any time and without cause upon written notification to Attorneys. In the event of termination, Attorneys shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; Agency, however, may condition payment of such compensation upon Attorneys delivering to Agency appropriate documents and records identified in Section 8.1 of this Agreement.

Section 2. COMPENSATION. Agency hereby agrees to pay Attorneys an amount **NOT TO EXCEED** Five Hundred Thousand and No/100 Dollars (\$500,000.00) for all work set forth in Exhibit A, in accordance with the Attorneys' fee schedule and reimbursable expenses which are attached as Exhibit B, and made a part of this Agreement. In the event of a conflict between this Agreement and Attorneys' proposal regarding the amount of compensation, this Agreement shall prevail. This dollar amount is not a guarantee that Agency will pay that full amount to Attorneys, but is merely a limit of potential Agency expenditures under this Agreement.



- 2.1 Invoices.** Attorneys shall submit invoices 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;
 - Description of 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 Attorneys and each employee, agent, or subcontractor; and
 - At Agency's option, when Attorney'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.
- 2.2 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 Attorneys.
- 2.3 Hourly Fees / Reimbursable Expenses.** If applicable, fees for work performed by Attorneys on an hourly basis shall not exceed the amounts shown on the fee schedule attached to this Agreement as Exhibit B. Reimbursable expense are specified in Exhibit B.
- 2.4 Payment of Taxes.** Attorneys are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Attorneys, at their own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the agreement.

- 3.1 Workers' Compensation.** If Attorneys employ any person, Attorneys shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Attorneys with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident.
- 3.2 Commercial General and Automobile Liability Insurance.** Attorneys shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. At the sole option of the Agency, the Agency shall



be named as an additional insured and insurance shall provide primary coverage with respect to the Agency.

- 3.3 Professional Liability Insurance.** Attorneys shall maintain professional liability insurance for licensed professionals performing work in connection with this Agreement in an amount not less than FOUR MILLION DOLLARS (\$4,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed Five Hundred Thousand Dollars (500,000) per claim.

3.4 All Policies Requirements.

- 3.4.1 Verification of coverage.** Prior to beginning any work under this Agreement, Attorneys shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; (2) policy endorsements to the general liability policy adding the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement; or (3) upon request by the Agency, complete copies of all policies and/or complete copies of all endorsements that demonstrate compliance with this Section 3

- 3.4.2 Notice of Reduction in or Cancellation of Coverage.** An endorsement must be attached to all insurance obtained in accordance with this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

Section 4. INDEMNIFICATION AND ATTORNEYS' RESPONSIBILITIES.

- 4.1** Attorneys shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the Agency and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the attorneys. Attorneys will bear all 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 ("Liabilities"). Such obligations, to defend, hold harmless, and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the Agency.

Section 5. STATUS OF ATTORNEYS.

- 5.1 Independent Contractor.** At all times during the term of this Agreement, Attorneys shall be an independent contractor and shall not be an employee of



Agency. Attorneys shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent.

Section 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Attorneys and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.
- 6.3 **Licenses and Permits.** Attorneys represents and warrants to Agency that Attorneys and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
- 6.4 **Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Attorneys shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Attorneys under this Agreement.

Section 7. MODIFICATION.

- 7.1 **Amendments.** The parties may amend this Agreement only by a writing signed by both of the parties.
- 7.2 **Assignment and Subcontracting.** Attorneys may not assign this Agreement or any interest therein without the prior written approval of the Agency. Attorneys shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Agency.
- 7.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Attorneys shall survive the termination of this Agreement.
- 7.4 **Options upon Breach by Attorneys.** If Attorneys materially breach any of the terms of this Agreement, Agency's remedies shall include, but not be limited to, the following:
 - 7.4.1 Immediately terminate the Agreement;
 - 7.4.2 Retain the reports, documents, and any other work products prepared for the Agency by Attorneys in accordance with this Agreement;



7.4.3 Retain different Attorneys to complete the work described in Exhibit A not finished by Attorneys; or

7.4.4 Charge Attorneys the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that Agency would have paid Attorneys in accordance with Section 2 if Attorneys had completed the work.

Section 8. KEEPING AND STATUS OF RECORDS.

8.1 **Records Created as Part of Attorneys' Performance.** All reports, documents, and any other work products prepared for the Agency by Attorneys in accordance with this Agreement, in electronic or any other form, or obtain in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the Agency.

8.2 **Attorneys' Records.** Attorneys shall maintain any and all records or 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 Attorneys to this Agreement.

8.3 **Confidential Information and Disclosure.** During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Attorneys understand that NCPA is a public agency and is subject to the laws that may compel it to disclose information about Attorneys' business.

Section 9 MISCELLANEOUS PROVISIONS.

9.1 **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.

9.2 **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.

9.3 **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.



9.4 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.

9.5 Contract Administration. This Agreement shall be administered by Randy S. Howard, General Manager, or his designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

9.6 Notices. Any written notice to Attorneys shall be sent to:

David J. Ruderman
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945

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 copy to:

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

9.7 Professional Seal. Where applicable, the first page of a technical report shall be signed by the licensed professional responsible for the report.

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

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

Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after 15 days of good faith negotiations, the parties shall



attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both parties. Mediation will begin within 30 days of the selection of this disinterested third party, and will end 15 days after commencement. The parties shall equally bear the costs of any third party in any alternative dispute resolution process.

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

- 9.10 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.

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

NORTHERN CALIFORNIA POWER AGENCY

COLANTUONO, HIGHSMITH & WHATLEY,
PC

RANDY S. HOWARD, General Manager

DAVID J. RUDERMAN, Senior Counsel

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



EXHIBIT A SCOPE OF SERVICES

As requested by Agency, Attorneys shall advise NCPA concerning legal rights, obligations and privileges by performing the following duties and responsibilities:

Assistant General Counsel Services

- In the absence of NCPA's General Counsel, providing legal advice, consultation, and representation, to NCPA's Executive Committee, Commission and General Manager as necessary and appropriate to protect the interests of the agency and/or its members.
- Providing advice on legal procedural issues including Ralph M. Brown Act and the California Public Records Act requirements.
- Providing legal research, interpretation, and advice regarding provisions of California and Federal constitutions, statutes, decisions, ordinances, and regulations for joint powers agencies.
- Examining facts, data, and relevant law to make recommendations on legal strategy for defending, prosecuting, or settling lawsuits and

Advising on the following as needed:

- Compliance with the California Public Records Act.
- Lobbying disclosures or other state laws and regulations.
- California electric industry matters.
- Matters related to nonprofit public benefit corporations.
- Negotiating and drafting complex project agreements, particularly involving multiple parties/owners.
- Procurement codes, prevailing wage, public works, public bidding and other applicable public contracting legal requirements.
- California conflict of interest statutes and regulations, particularly as they may apply to members of the board of directors of a joint powers agency.
- Matters involving internal affairs, directors, officers and relations with the general public.
- Prepare resolutions (as requested) and approve resolutions prepared by NCPA staff and others for NCPA Commission approval, and attend regular and special Commission meetings as needed
- Other Assistant General Counsel related legal matters as requested.



Specialized Legal Services Including Litigation

- Representing NCPA in litigation, as requested
- Other specialized legal services, as requested.



EXHIBIT B

ATTORNEY'S FEE SCHEDULE AND REIMBURSABLE EXPENSES

Compensation for all tasks, including hourly fees and expenses, shall not exceed the amount set forth in Section 2, Compensation, of the Agreement. This dollar amount is not a guarantee that Agency will pay that full amount to Attorneys, but is merely a limit of potential Agency expenditures under this Agreement.

Attorney Hourly Rates:

Assistant General Counsel Services	Capped at \$305 per hour
Specialized Legal Services, including litigation	Standard Rates capped at \$345 per hour

Standard rates range from \$235 to \$550 per hour depending on the experience and reputation of the attorneys. See Appendix A for hourly rates.

Clerks	\$205 per hour
Paralegal and Legal Assistants' Rates:	\$125 - \$180 per hour

All services are billed on an as-needed basis as determined by NCPA General Counsel in increments of one-tenth of an hour. Requests for adjustment of rates are by mutual agreement, and are generally made at the beginning of a calendar year.

Reimbursable Costs

We will not charge NCPA for mileage or travel for Assistant General Counsel services but propose to do so for Specialized Legal Services including traveling to and from court appearances in litigation. We charge 20 cents per page for in-house photocopies for projects that use over 25 pages, one dollar per outgoing page for facsimile transmissions, and mileage at the IRS rate. We also charge for postage in excess of \$5.00. As to other costs, we simply pass on to you, without mark-up, the costs of any expenses incurred, such as outside copying, Federal Express charges, etc. We do not charge for word processing or secretarial overtime. Moreover, the firm does not charge additional fees for basic computer-assisted research or investigation. In the event a separate fee is charged to the firm for unusual research, we would pass that expense on to NCPA without mark-up and only with the prior approval of the General Counsel. We will also agree not to charge NCPA for office support services and similar operational costs.

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



APPENDIX A

ATTORNEY HOURLY BILLING RATES 2022

COLANTUONO, HIGHSMITH & WHATLEY, PC

	Regular Rate	Assistant General Counsel Discounted Rate	Specialized Legal Services Discounted Rate
Shareholders and Senior Contract Attorneys	\$550	\$305	\$345
14 th Year and more Senior Associates	\$400	\$305	\$345
10 th -13 th Year Associates	\$395	\$305	\$345
9 th Year Associates	\$385	\$305	\$345
8 th Year Associates	\$370	\$305	\$345
7 th Year Associates	\$355	\$305	\$345
6 th Year Associates	\$315	\$305	\$315
5 th Year Associates	\$300	\$300	\$300
4 th Year Associates	\$270	\$270	\$270
3 rd Year Associates	\$255	\$255	\$255
2 nd Year Associates	\$245	\$245	\$245
1 st Year Associates	\$235	\$235	\$235
Clerks	\$205	\$205	\$205
Paralegals	\$180	\$180	\$180
Legal Assistants	\$125 - \$150	\$125 - \$150	\$125 - \$150



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Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: Law Offices of Susie Berlin – Three Year Legal Services Agreement for State Regulatory Specialized Services with Option to Extend for Up To Two Additional Years

AGENDA CATEGORY: Consent

FROM: Jane E. Luckhardt *JEL*
General Counsel

METHOD OF SELECTION:

Competitive RFQ for State Regulatory Legal Services

Division: Executive Services

If other, please describe:

Department: Legal

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 22-49 authorizing the General Manager or his designee to enter into a three-year Legal Services Agreement with the Law Offices of Susie Berlin for specialized State Regulatory Counsel services, with a not to exceed amount of \$380,000 per year and not to exceed \$1,140,000 over the three year term. The agreement includes the possibility for amendment to extend the term for up to two additional years for a maximum contract length of five years.

BACKGROUND:

Specialized legal expertise and State regulatory services are essential to the success of NCPA and its Members to represent the Agency before the California Air Resources Board, the California Energy Commission, and California Public Utilities Commission, to provide counsel regarding regulatory compliance obligations, and to protect and advance the interests of NCPA and its members relative to state regulatory matters under the direction of NCPA General Counsel, Jane Luckhardt, and NCPA Legislative and Regulatory Affairs staff. Qualifications for this position include extensive regulatory policy expertise as well as substantial experience in providing representation before state energy agencies such as the California Energy Commission, the California Air Resources Board, and the California Public Utilities Commission. The Law Offices of Susie Berlin has provided these service to NCPA for approximately ten years.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$380,000 per year and not to exceed \$1,140,000 over the three year term of the agreement. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures. The dollar amount is not a guarantee that NCPA will pay the full amount, but is merely a limit of potential expenditures under the Agreement.

NCPA's approved FY22 legal budget includes \$225,000 for legislative and regulatory services, plus funds in other subject matter line items should services be required. The approved FY23 budget increased the legislative and regulatory services amount to \$260,000.

SELECTION PROCESS:

On February 4, 2022, NCPA issued a Request for Qualifications and Proposals for State Regulatory Legal Services (RFQ). The RFQ was dispatched to five law firms identified as having the ability to provide the services. Responses to the RFQ were due March 4, 2022. The Law Offices of Susie Berlin was the only firm to submit a response to the RFQ. As demonstrated by the proposal and prior years of service to NCPA, the Law Offices of Susie Berlin is qualified to meet the agency's needs and fulfill the responsibilities of this position. The firm has direct knowledge of and involvement in ongoing proceedings of importance to NCPA. Further, because the Law Offices of Susie Berlin represents other public power clients with shared interests in the regulatory area, the firm splits the cost of its representation on issues among its clients with common interests, which results in a reduction of overall costs for NCPA on most proceedings.

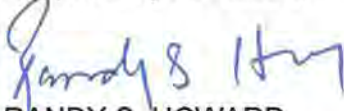
ENVIRONMENTAL ANALYSIS:

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 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On April 7, 2022 the NCPA Legal Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-49
- Legal Services Agreement with Law Offices of Susie Berlin

RESOLUTION 22-49

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A LEGAL SERVICES AGREEMENT WITH THE LAW OFFICES OF
SUSIE BERLIN**

(reference Staff Report #157:22)

WHEREAS, specialized State Regulatory Counsel services are required from time to time to represent the Northern California Power Agency (NCPA) before the California Air Resources Board, the California Energy Commission, and California Public Utilities Commission, to provide counsel regarding regulatory compliance obligations, and to protect and advance the interests of NCPA and its members relative to state regulatory matters; and

WHEREAS, the Law Offices of Susie Berlin is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the three-year Legal Services Agreement with the Law Offices of Susie Berlin to provide such services as needed under the direction of Jane E. Luckhardt, NCPA in-house General Counsel. The agreement includes the possibility for amendment to extend the term for up to two additional years for a maximum contract length of 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 of the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$380,000 per year and not exceed \$1,140,000 over the three-year term.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



LEGAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND LAW OFFICES OF SUSIE BERLIN

This agreement for legal services ("Agreement") is entered into on _____ (the "Effective Date") between the NORTHERN CALIFORNIA POWER AGENCY, a public joint powers agency, with offices located at 651 Commerce Drive, Roseville, CA, ("Agency") and The Law Offices of Susie Berlin, 1346 The Alameda, Suite 7, #141, San Jose, California 95126, ("Attorneys") (together sometimes referred to as the "Parties").

Section 1. SERVICES. In accordance with the terms and conditions set forth in this Agreement, Attorneys agree to perform all services described in the Scope of Work attached as Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** This Agreement shall begin upon signature by all parties and shall end when Attorneys complete the work described in Exhibit A, or no later than three (3) years from the date this Agreement was signed by Agency, whichever is longer, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. The Parties may elect to amend the Agreement to extend the three-year term for up to two (2) additional years, as mutually agreed.
- 1.2 **Standard of Performance.** Attorneys shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Attorneys are engaged in the geographical area in which Attorneys practice their profession.
- 1.3 **Assignment of Personnel.** Attorneys shall assign only competent personnel to perform services in connection with this Agreement.
- 1.4 **Termination.** Agency may cancel this Agreement at any time and without cause upon written notification to Attorneys. In the event of termination, Attorneys shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; Agency, however, may condition payment of such compensation upon Attorneys delivering to Agency appropriate documents and records identified in Section 8.1 of this Agreement.

Section 2. COMPENSATION. Agency hereby agrees to pay Attorneys an amount **NOT TO EXCEED** Three Hundred Eighty Thousand Dollars (\$380,000) per year and One Million One Hundred Forty Thousand Dollars (\$1,140,000) over the three (3) year term of the Agreement for all work set forth in Exhibit A, in accordance with the Attorneys' fee schedule and reimbursable expenses which are attached as Exhibit B, and made a part of this Agreement. In the event of a conflict between this Agreement and Attorneys' proposal regarding the amount of compensation, this Agreement shall prevail. This annual and total dollar amounts are not a guarantee that Agency will pay that full amount to Attorneys, but are merely a limit of potential Agency expenditures under this Agreement.



- 2.1 Invoices.** Attorneys shall submit invoices 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;
 - Description of 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 Attorneys and each employee, agent, or subcontractor; and
 - At Agency's option, when Attorney'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.
- 2.2 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 to confirm the invoice complies with all of the requirements above to pay Attorneys.
- 2.3 Hourly Fees / Reimbursable Expenses.** If applicable, fees for work performed by Attorneys on an hourly basis shall not exceed the amounts shown on the fee schedule attached to this Agreement as Exhibit B. Reimbursable expense are specified in Exhibit B.
- 2.4 Payment of Taxes.** Attorneys are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Attorneys, at their own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the agreement.

- 3.1 Workers' Compensation.** If Attorneys employ any person, Attorneys shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Attorneys with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident.
- 3.2 Commercial General and Automobile Liability Insurance.** Attorneys shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. At the sole option of the Agency, the Agency shall be named as an additional insured and insurance shall provide primary coverage with respect to the Agency.



3.3 Professional Liability Insurance. Attorneys shall maintain professional liability insurance for licensed professionals performing work in connection with this Agreement in an amount not less than THREE MILLION DOLLARS (\$3,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed Five Hundred Thousand Dollars (500,000) per claim.

3.4 All Policies Requirements.

3.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Attorneys shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; (2) policy endorsements to the general liability policy adding the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement; or (3) upon request by the Agency, complete copies of all policies and/or complete copies of all endorsements that demonstrate compliance with this Section 3

3.4.2 Notice of Reduction in or Cancellation of Coverage. An endorsement must be attached to all insurance obtained in accordance with this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

Section 4. INDEMNIFICATION AND ATTORNEYS' RESPONSIBILITIES.

4.1 Attorneys shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the Agency and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the attorneys. Attorneys will bear all 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 ("Liabilities"). Such obligations, to defend, hold harmless, and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the Agency.

Section 5. STATUS OF ATTORNEYS.

5.1 Independent Contractor. At all times during the term of this Agreement, Attorneys shall be an independent contractor and shall not be an employee of Agency. Attorneys shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent.



Section 6. LEGAL REQUIREMENTS.

- 6.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 Compliance with Applicable Laws.** Attorneys and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.
- 6.3 Licenses and Permits.** Attorneys represents and warrants to Agency that Attorneys and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
- 6.4 Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Attorneys shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Attorneys under this Agreement.

Section 7. MODIFICATION.

- 7.1 Amendments.** The parties may amend this Agreement only by a writing signed by both of the parties.
- 7.2 Assignment and Subcontracting.** Attorneys may not assign this Agreement or any interest therein without the prior written approval of the Agency. Attorneys shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Agency.
- 7.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Attorneys shall survive the termination of this Agreement.
- 7.4 Options upon Breach by Attorneys.** If Attorneys materially breach any of the terms of this Agreement, Agency's remedies shall include, but not be limited to, the following:
 - 7.4.1** Immediately terminate the Agreement;
 - 7.4.2** Retain the reports, documents, and any other work products prepared for the Agency by Attorneys in accordance with this Agreement;
 - 7.4.3** Retain different Attorneys to complete the work described in Exhibit A not finished by Attorneys; or



- 7.4.4 Charge Attorneys the difference between the costs to complete the work described in **Exhibit A** that is unfinished at the time of breach and the amount that Agency would have paid Attorneys in accordance with Section 2 if Attorneys had completed the work.

Section 8. KEEPING AND STATUS OF RECORDS.

- 8.1 **Records Created as Part of Attorneys' Performance.** All reports, documents, and any other work products prepared for the Agency by Attorneys in accordance with this Agreement, in electronic or any other form, or obtained in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the Agency.
- 8.2 **Attorneys' Records.** Attorneys shall maintain any and all records or 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 Attorneys to this Agreement.
- 8.3 **Confidential Information and Disclosure.** During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Attorneys understand that NCPA is a public agency and is subject to the laws that may compel it to disclose information about Attorneys' business.

Section 9 MISCELLANEOUS PROVISIONS.

- 9.1 **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.
- 9.2 **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.
- 9.3 **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.
- 9.4 **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.



9.5 Contract Administration. This Agreement shall be administered by Randy S. Howard, General Manager, or his designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

9.6 Notices. Any written notice to Attorneys shall be sent to:

C. Susie Berlin
Law Offices of Susie Berlin
1346 The Alameda, Suite 7, #141
San Jose, CA 95126

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 copy to:

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

9.7 Professional Seal. Where applicable, the first page of a technical report shall be signed by the licensed professional responsible for the report.

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

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

Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after 15 days of good faith negotiations, the parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both parties. Mediation will begin within 30 days of the selection of this disinterested third party, and will end 15 days after



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

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

9.10 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.

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

NORTHERN CALIFORNIA POWER AGENCY

THE LAW OFFICES OF SUSIE BERLIN

RANDY S. HOWARD, General Manager

C. SUSIE BERLIN, Owner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



EXHIBIT A SCOPE OF SERVICES

Advise NCPA concerning legal rights, obligations and privileges by performing the following duties and responsibilities. The State Regulatory Legal Services include, but are not limited to, the following services:

- Represent NCPA before the state regulatory bodies – including, but not limited to, the California Energy Commission, the California Public Utilities Commission, and the California Air Resources Board.
- Work closely with and under the direction of NCPA General Counsel, NCPA staff or the NCPA Legislative and Regulatory Affairs Committee.
- Identify, analyze, track, and report on regulatory proceedings that may affect NCPA.
- Develop regulatory strategies that affect proposed regulations important to NCPA by leading, involving, and coordinating NCPA activities.
- Advocate for NCPA's regulatory goals by developing and delivering supporting informational documents, messages, advocacy before regulatory agencies, and regulatory correspondence.
- Educate regulators, regulatory staff, and governor's staff on the impact of regulations on NCPA's and NCPA's Members' ability to serve and provide affordable rates to its customers.
- Provide regular reports on state regulations, governor's initiatives, and regulatory events that may affect NCPA.
- Participate in, provide regulatory updates, and provide strategic direction during NCPA conference calls and meetings.
- Work in partnership with trade/advocacy organizations, including California Municipal Utilities Association, and others, as necessary as well as develop new coalitions with other trade associations and coalitions.
- Attend meetings, as necessary and appropriate, to influence outcomes of regulatory proceedings.
- Report on regulatory progress at NCPA Legislative and Regulatory Affairs Committee meetings, as needed.



EXHIBIT B

ATTORNEY'S FEE SCHEDULE AND REIMBURSABLE EXPENSES

Compensation for all tasks, including hourly fees and expenses, shall not exceed the amount set forth in Section 2, Compensation, of the Agreement. This dollar amount is not a guarantee that Agency will pay that full amount to Attorneys, but is merely a limit of potential Agency expenditures under this Agreement.

Attorney time billed at \$390 per hour from the Effective Date through July 1, 2022
Attorney time billed at \$425 per hour as of July 1, 2022

Attorneys will be available, on average, 100 hours per month to provide the services requested by Agency. Due to the nature of the regulatory advocacy and legal services included in the Scope of Services, the total hours of work per month will vary. Because of the potential for sharing fees with other clients, the actual amount billed to Agency for some of the services may reflect a pro-rated share.

Attorneys may from time to time propose billing rates for personnel that may be added to the Firm, including additional associates, but such personnel shall not be assigned to perform work for Agency without prior written notice and approval. Fees and expenses for services performed by retained consultants, subcontractors, experts, or other personnel or firms shall not be billed by Attorneys without the prior written approval of the NCPA General Counsel.

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



Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: Archer Energy Solutions, LLC – Five Year Multi-Task Consulting Services Agreement for NERC Cyber Security Supply Chain Management Services and other NERC CIP or Operations and Planning Standards related tasks; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Marty Hostler <i>MH</i>	METHOD OF SELECTION:
	Compliance Manager	<i>Competitive Pricing Process</i>
Division:	Executive Services	<i>If other, please describe:</i>
Department:	Compliance	

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

Approve Resolution 22-50 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Archer Energy Solutions, LLC for NERC Cyber Security Supply Chain Management Services and other NERC CIP or Operations and Planning Standards related tasks, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

On October 1, 2020 NERC began enforcing NERC Standard CIP-013-1 "Cyber Security – Supply Chain Risk Management" for Registered Entities that Own and/or operate medium impact BES Cyber Systems. On October 1, 2022 the revised standard CIP-13-2 becomes enforceable. Additionally, NERC is currently developing revised version CIP-013-3; the effective date is unknown at this time. The goal of NERC Standard CIP-013 is to minimize the risk associated with procurement of vendor product and services. NCPA desires to develop a NERC CIP-013 Compliance Program even though NCPA currently does not have Medium Impact Cyber Systems.

NCPA issued a RFP for NERC Cyber Security Supply Chain Management Services on January 19, 2022. Archer Energy Solutions, LLC submitted a proposal for this RFP, and was the successful bidder. NCPA now desires to enter into an agreement with this vendor for these services. NCPA has two other agreements in place for similar services with Utility Services of Vermont, LLC and Utility System Efficiencies, Inc., but these services are not specific to NERC CIP-013 evaluation.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

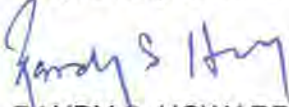
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On April 6, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 22-50
- Archer Energy Solutions, LLC MTCSA

RESOLUTION 22-50

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING MULTI-TASK CONSULTING SERVICES AGREEMENT WITH ARCHER
ENERGY SOLUTIONS, LLC**

(reference Staff Report #158:22)

WHEREAS, on October 1, 2020 NERC began enforcing NERC Standard CIP-013-1 "Cyber Security – Supply Chain Risk Management" for Registered Entities that Own and/or operate medium impact BES Cyber Systems; and

WHEREAS, on October 1, 2022 the revised standard CIP-13-2 becomes enforceable; and

WHEREAS, NCPA desires to develop a NERC CIP-013 Compliance Program even though NCPA currently does not have Medium Impact Cyber Systems; and

WHEREAS, NCPA issued a RFP for NERC Cyber Security Supply Chain Management Services on January 19, 2022; and

WHEREAS, Archer Energy Solutions, LLC submitted a proposal for this RFP, and was the successful bidder; and

WHEREAS, NCPA now desires to enter into an agreement with this vendor for these services; and

WHEREAS, the Facilities Committee reviewed and endorsed the recommendation on April 6, 2022 for Commission approval; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts Resolution 22-50 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Archer Energy Solutions, LLC for NERC Cyber Security Supply Chain Management Services and other NERC CIP or Operations and Planning Standards related tasks, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022, by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND ARCHER ENERGY SOLUTIONS, 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 Archer Energy Solutions, LLC, a limited liability company, with its office located at 12042 SE Sunnyside Road, Suite 292, Clackamas, OR 97015 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Cyber Risk Liability Insurance. Contractor shall maintain cyber risk liability insurance with an aggregate limit of not less than \$5,000,000, with a self-insured retention or deductible of no more than \$100,000. Such insurance shall cover any and all errors, omissions or negligent acts arising in or connected with the performance of the Scope of Work under this Agreement. Such cyber risk liability insurance shall include, but not be limited to, coverage of claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, spread of virus, denial of service, etc.), failure to supply, and intellectual property infringement (such as copyrights, trademarks, service marks and trade dress). No exclusions shall be listed within the policy for unencrypted, media or portable devices. Notwithstanding any other provision of this Agreement, if coverage is provided on a claims-made form, Contractor shall purchase and maintain a two-year extended reporting period coverage following termination of this Agreement only in the event that the policy is canceled or non-renewed.

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 affect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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.

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Consultant shall return to Agency or destroy Confidential Information (including all copies thereof). Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Consultant shall not disclose Agency's Confidential Information to any person other than those of the Consultant'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 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.

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

Rick Tonole
EVP Business Development
12042 SE Sunnyside Road, Suite 292
Clackamas, OR 97015

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-signatory 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

ARCHER ENERGY SOLUTIONS, LLC

Date _____

Date _____

RANDY S. HOWARD
General Manager

RICK TONOLE
EVP Business Development

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Archer Energy Solutions, LLC ("Consultant") shall provide the following 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:

- CIP-013-3 Cyber Security Supply Chain Program Development
- Determine Cyber Security Supply Chain Vendors Subject to CIP-013-3
- Perform CIP-013-3 Cyber Security Supply Chain Vendor Assessments
- Other NERC Related Tasks

Task 1: CIP-013-3 Cyber Security Supply Chain Program Development

As requested, Archer will develop a NERC CIP-013-3 supply chain cyber security risk management plan/program. The following will be conducted during this Task 1:

- Development of an overarching Plan/Policy
- Creation of Vendor Questionnaire(s)
- Development of needed methodologies, procedures, processes, and flow charts

Archer will schedule as-needed teleconferences with appropriate personnel to determine how many processes, etc. are needed and ensure that all developed documentation addresses NERC CIP-013-3 sub-requirements 1.1-1.2.6 such as:

- Assess ability to use existing supply chain framework (e.g. NIST, IEC).
- Process(es) used in planning for the procurement of Shared Cyber Infrastructure (SCI), BES Cyber Systems (BCS), and their associated Electronic Access Control or Monitoring Systems (EACMS) and Physical Access Control Systems (PACS) to identify and assess cyber security risk(s) to the Bulk Electric System (BES) from vendor products or services resulting from: (i) procuring and installing vendor equipment and software; and (ii) transitions from one vendor(s) to another vendor(s) (CIP-013-3, 1.1)
- Process(es) used in procuring SCI, BCS, and their associated EACMS and PACS, that address the following, as applicable (CIP-013-3, 1.2):
 - Process for notification of incidents by vendor of vendor-identified incidents related to the products or services provided to NCPA that pose cyber security risk to NCPA (CIP-013-3, 1.2.1)
 - Process for coordination of responses to vendor-identified incidents related to the products or services provided to NCPA that pose cyber security risk to NCPA (CIP-013-3, 1.2.2)
 - Process for notification by vendors when remote or on-site access should no

longer be granted to vendor representatives (CIP-013-3, 1.2.3)

- Process for vulnerability disclosure by vendor related to the products or services provided to NCPA (CIP-013-3, 1.2.4)
- Process for verification of software integrity and authenticity of all software and patches provided by the vendor for use in the SCI, BCS, and their associated EACMS and PACS (CIP-013-3, 1.2.5)
- Process for coordination of controls for vendor-initiated Interactive remote access (CIP-013-3, 1.2.6)
- Process(es) for review and CIP Senior Manager (or delegate) approval at least once every 15 calendar months, and inclusion of a Version History Table to show updates as they occur (CIP-013-3, R3)

Task 2: Determine Cyber Security Supply Chain Vendors Subject to CIP-013-3

As requested, Archer will review requesting entity's list of Cyber hardware, software, and services vendors and determine which vendors require assessments to be performed per NERC CIP-013-3.

While vendors are assessed, CIP-013 is acquisition based. CIP-013 is about the hardware, software, or service being provided by the vendor and how it will be utilized within the utility. Therefore, during this Task 2 phase, Archer will provide the requesting entity with a questionnaire for completion regarding what each vendor is providing, or will provide, and whether these products and/or services will affect a BES Cyber Asset (BCA).

Documentation created under Task 1 will educate the requesting entity and its vendors on CIP-013 and impact on BCAs.

Archer will provide a written analysis report outlining the vendors reviewed and its analysis for inclusion/exclusion regarding NERC CIP-013-3.

Task 3: Perform CIP-013-3 Cyber Security Supply Chain Vendor Assessments

As requested, Archer will perform risk assessment reviews of current and prospective NCPA and/or NCPA/SCPPA Member cyber hardware, software, and services vendors.

Step 1: Archer will utilize the developed programs/plans/processes, etc. under Task 1 above in the risk assessment review.

Step 2: Archer will process communication and information received by the vendor.

Step 3: Archer will engage with appropriate staff during any risk assessment review to discuss possible risks and mitigation of those identified/perceived risks.

Step 4: Archer will provide completed analysis documentation to requesting entity.

Due to the uniqueness of each vendor request, there is no cost efficiency gained by conducting risk assessment reviews in bundles of 20, etc.

Task 4: Other NERC Related Tasks

On an as-needed basis, Archer will perform other NERC related tasks associated with NERC CIP and Operations and Planning (O&P) Reliability Standards.

Archer's NERC O&P and CIP services includes various options, including but not limited, to the following:

- Gap Analysis
- Mock Audits
- Procedure/Process development
- Standard-specific compliance guides development
- Internal Controls Evaluations (ICE)
- Internal Control development
- Staff augmentation for CIP and/or O&P
- Engineering Support
- Compliance program development
- Self-report, mitigation plan, self-certification management/support
- Reliability Standard Audit Worksheet (RSAW) preparation (review, re-write or creation)
- Audit preparation (evidence collection and packaging)
- Training: Reliability Standards; Subject Matter Expert (SME)/Witness interview; security awareness; hands-on security
- Inherent Risk Assessment (IRA)
- Audit Support (during actual audit)
- Version transition planning
- Documentation only reviews
- Cybersecurity vulnerability assessments (IT/OT assessment, pen-testing)
- Inventory management (initial and on-going maintenance)
- Secure network design; network implementation; network diagramming
- Security project/program management
- Security gap assessments
- Disaster recovery & incident response exercises
- Security program documentation reviews/creation
- Security maturity assessments
- NIST Cyber Security Framework alignment

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$500,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Task 1

Labor = \$11,700

Task 2

Labor = \$4,500

Task 3

Labor = \$300 per assessment (per unit)

- 20 Vendors² = \$6,000
- 21-34 Vendors = \$300 per acquisition reviewed
- 35 Vendors = \$10,500
- 36-49 Vendors = \$300 per acquisition reviewed
- 50 Vendors = \$15,000
- 50+ Vendors = \$300 per acquisition reviewed

Task 4

Any work requested under this item will follow Archer's current rate schedule as provided.

Service Level	Rate*
Managing Partner	\$275/hour
Senior Electrical Engineer Consultant	\$275/hour
CIP Compliance/Cyber Security Consultant	\$250/hour
Senior Technical Consultant	\$210/hour
Project Manager (PM Level 1) – General	\$195/hour

² While Vendors are assessed, CIP-013 is acquisition based. CIP-013 is about the hardware, software, or service being provided by the Vendor and how it will be utilized within the utility. Each Vendor is evaluated on what it is providing, or will provide, and whether these products and/or services will affect a BES Cyber Asset (BCA). Therefore, each Vendor will be assessed per product/service, not solely at the Vendor level.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

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

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: Approval of First Amendment to Antelope Expansion 1B, LLC Power Purchase Agreement

AGENDA CATEGORY: Consent

FROM:	Tony Zimmer <i>72</i>	METHOD OF SELECTION:
	Assistant General Manager	N/A
Division:	Power Management	<i>If other, please describe:</i>
Department:	Power Management	

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

RECOMMENDATION:

Adopt Resolution 22-52 approving the First Amendment to the Power Purchase Agreement between NCPA and Antelope Expansion 1B, LLC, and to authorize the General Manager of NCPA to execute the First Amendment to the PPA, including any non-substantive modifications to First Amendment to the PPA approved by NCPA's General Counsel.

BACKGROUND:

Northern California Power Agency (NCPA) and Antelope Expansion 1B, LLC (Seller) entered into a Power Purchase Agreement, with an Effective Date of June 25, 2018 (PPA), pursuant to which NCPA will purchase output from a new 17 MW Solar Photovoltaic generating facility on behalf of certain NCPA members who are project participants. Seller has delivered certain Force Majeure notices to NCPA indicating that due to the detention of certain generating facility solar modules by the United States Customs and Border Protection, completion of the generating facility development and construction has been delayed. The PPA contains an Outside Commercial Operations Date upon which the generating facility development and construction must be completed, and if the generating facility development and construction has not been completed by the Outside Commercial Operations Date, the PPA will automatically terminate. Seller has also informed NCPA that in order for Seller to preserve financing sources for the continued development and construction of the generating facility, the Outside Commercial Operation Date needs to be extended to account for the current delay in the generating facility development and construction.

Due to the generating facility development and construction delay, to ensure the PPA does not automatically terminate in the event the generating facility development and construction is delayed beyond the current Outside Commercial Operations Date, and to support Seller's ability to preserve financing sources required for the continued development and construction of the generating facility, NCPA and Seller have developed the First Amendment to the Power Purchase Agreement (Amendment) to extend the Outside Commercial Operation Date to September 30, 2022 in the PPA.

A copy of the Amendment is attached to this staff report for your reference.

FISCAL IMPACT:

Work associated with developing the Amendment was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

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 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On April 6, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 22-52
- First Amendment to the Power Purchase Agreement

RESOLUTION 22-52

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE FIRST AMENDMENT TO ANTELOPE EXPANSION 1B, LLC POWER PURCHASE AGREEMENT

(reference Staff Report 160:22)

WHEREAS, Northern California Power Agency (NCPA) and Antelope Expansion 1B, LLC (Seller) entered into a Power Purchase Agreement, with an Effective Date of June 25, 2018 (PPA), pursuant to which NCPA will purchase output from a new 17 MW Solar Photovoltaic generating facility on behalf of certain NCPA members who are project participants; and

WHEREAS, Seller has delivered certain Force Majeure notices to NCPA indicating that due to the detention of certain generating facility solar modules by the United States Customs and Border Protection, completion of the generating facility development and construction has been delayed; and

WHEREAS, the PPA contains an Outside Commercial Operations Date upon which the generating facility development and construction must be completed, and if the generating facility development and construction has not been completed by the Outside Commercial Operations Date, the PPA will automatically terminate; and

WHEREAS, Seller has also informed NCPA that in order for Seller to preserve financing sources for the continued development and construction of the generating facility, the Outside Commercial Operation Date needs to be extended to account for the current delay in the generating facility development and construction; and

WHEREAS, due to the generating facility development and construction delay, to ensure the PPA does not automatically terminate in the event the generating facility development and construction is delayed beyond the current Outside Commercial Operations Date, and to support Seller's ability to preserve financing sources required for the continued development and construction of the generating facility, NCPA and Seller have developed the First Amendment to the Power Purchase Agreement (Amendment) to extend the Outside Commercial Operation Date to September 30, 2022 in the PPA; and

WHEREAS, work associated with developing the Amendment was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts this resolution approving the First Amendment to the Power Purchase Agreement between NCPA and Antelope Expansion 1B, LLC, and to authorize the General Manager of NCPA to execute the First Amendment to the PPA, including any non-substantive modifications to the First Amendment to the PPA approved by NCPA's General Counsel.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022, by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

FIRST AMENDMENT TO THE POWER PURCHASE AGREEMENT

This FIRST AMENDMENT TO THE POWER PURCHASE AGREEMENT (this "Amendment") is made and entered into as of [____], 2022 (the "Amendment Effective Date"), by and between Antelope Expansion 1B, LLC, a Delaware limited liability company ("Seller") and Northern California Power Agency, a California joint powers authority ("Buyer" and, together with the Seller, the "Parties" and each, a "Party"). Capitalized terms used but not defined herein shall have the respective meanings set forth in the PPA (as defined below).

WHEREAS, the Parties entered into that certain Power Purchase Agreement, with an Effective Date of June 25, 2018 (the "PPA");

WHEREAS, Seller has delivered that certain Second Notice of Force Majeure, dated December 7, 2021, and that certain Update to Second Notice of Force Majeure, dated March [____], 2022, in connection with the detention of modules manufactured by LONGi Solar Technology (U.S.) Inc. and its affiliates by the United States Customs and Border Protection ("CBP") pursuant to the Department of Homeland Security's Withhold Release Order on silica-based products made by Hoshine Silicon Industry Co., Ltd. and its subsidiaries;

WHEREAS, as of the Amendment Effective Date, the CBP continues to detain a portion of the modules designated for the Facility which Seller has informed Buyer is expected to prevent the achievement of Commercial Operation of the Facility by Seller on or before the current Outside Commercial Operation Date of June 29, 2022;

WHEREAS, Seller has informed Buyer that in order to preserve Seller's financing sources for the continued development and construction of the Facility, the Outside Commercial Operation Date needs to be extended.

NOW, THEREFORE, in consideration of the foregoing and mutual agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. Amendments to the PPA. As of the Amendment Effective Date, the PPA shall be amended as follows to:

- a. Delete the definition Outside Commercial Operation Date in Section 1.1 of the PPA in its entirety and replace it with the following definition:

"Outside Commercial Operation Date" means September 30, 2022, which date may be extended only pursuant to Section 3.6(b).

- b. Delete Section 3.6(b) of the PPA in its entirety and replace it with the following definition:

(b) Each Milestone Date (including the Outside Commercial Operation Date) may be extended, on a day-for-day basis to the extent Seller is actually, demonstrably and unavoidably

delayed in achieving such Milestone due to Force Majeure; provided that the Outside Commercial Operation Date shall not be extended beyond September 30, 2022, for any reason whatsoever.

Section 2. Miscellaneous.

- a. Expenses. Each Party will bear the respective fees and expenses incurred by such Party in connection with the preparation, negotiation, execution and performance of this Amendment and the transactions contemplated herein, including all fees and expenses of its representatives.
- b. Binding Effect. This Amendment will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.
- c. Effectiveness; Entire Agreement; Limited Effect. The effectiveness of this Amendment shall be subject to the execution of a counterpart hereof by each Party. This Amendment shall constitute the entire understanding of the Parties as to the subject matter hereof. All previous documents, undertakings and agreements, whether verbal, written or otherwise, between the Parties with respect to the subject matter of the Amendment are hereby cancelled and superseded and shall not affect or modify any of the terms or obligations set forth in this Amendment. The Parties wish to amend the PPA only as provided in this Amendment. The foregoing amendments are limited in effect and, except as specifically set forth above, shall not constitute a consent, waiver, modification, approval or amendment of any other provision of the PPA. All other terms and provisions of the PPA remain in full force and effect and are hereby ratified.
- d. Amendments and Waivers. This Amendment may be amended or modified from time to time only by a written instrument executed by all Parties.
- e. Governing Law. This Agreement was made and entered into in the County of Los Angeles, California and shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.
- f. Counterparts. This Amendment may be executed in one or more counterparts. Each such counterpart will be considered an original and all of such counterparts will constitute a single agreement binding all the parties hereto as if all had signed a single document. Facsimile or portable document format (.pdf) signatures will be accepted as original signatures for purposes of this Amendment.

(Signature Pages Follow)

IN WITNESS WHEREOF, each of the Parties have each duly executed this Amendment on the Amendment Effective Date.

NORTHERN CALIFORNIA POWER AGENCY

By: _____
Its: _____
Date: _____

Approved as to Form:

By: _____
Its: _____
Date: _____

[Signatures continue on next page]

[Signature Page]

ANTELOPE EXPANSION 1B, LLC

By: _____
Its: _____
Date: _____

[Signature Page]



Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers – Five Year Multi-Task Consulting Services Agreement for Low Carbon Fuel Standard Fuel Pathway Application, Validation, and Verification Consulting Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Jane Cirrincione <i>JDC</i>	METHOD OF SELECTION:
	Assistant General Manager	<i>Competitive Pricing Process</i>
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:

Approve Resolution 22-53 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers ("SCS Engineers") for Low Carbon Fuel Standard fuel pathway application, validation, and verification consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$350,000 over five years, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

BACKGROUND:

NCPA and 12 NCPA Members are currently registered reporting entities for the California Air Resources Board's (CARB's) Low Carbon Fuel Standard (LCFS) program. The LCFS program is designed to decrease the carbon intensity of California's transportation fuel pool and incentivize low-carbon and renewable fuel alternatives, including electricity. NCPA and participating Members are able to generate LCFS credits by reporting the use of alternative fuels, including electric vehicle (EV) charging at owned EV chargers, and NCPA Members with residential customers generate LCFS credits associated with an estimate of residential EV charging. LCFS credits can then be sold and the proceeds used to fund programs and projects that support transportation electrification.

Participants in the LCFS program can increase the number of LCFS credits generated by creating fuel pathways with a lower carbon-intensity (CI) than average grid power in California, or by using a liquid fuel cleaner than gasoline or diesel. NCPA and Members have created, or are considering creating, fuel pathways for fuels such as compressed natural gas (CNG), renewable natural gas (RNG), and large hydroelectric power. CARB requires applications for certain types of fuel pathways to include a life-cycle analysis and modeling of carbon-intensity. For approved fuel pathways, CARB requires certain fuel types to undergo independent validation and verification processes.

NCPA issued a Request for Proposal (RFP) LR 2105 on December 17, 2021 to solicit proposals from qualified consultants providing LCFS fuel pathway application, validation, and verification consulting services. NCPA created a review group for the RFP consisting of staff from NCPA and NCPA Member entities, and this review group evaluated and scored timely proposals submitted to the RFP. Seven vendors responded to the RFP by the deadline of January 18, 2022. Based on the scoring review group's evaluation, two vendors were selected to provide fuel pathway application, validation, and verification consulting services, and one additional vendor was selected to provide only fuel pathway validation and verification consulting services.

The review group selected SCS Engineers based on its experience, work plan, and costs. NCPA is also entering into agreements with EcoEngineers and Tetra Tech, Inc for similar services.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$350,000 over five years. This enabling agreement does not commit NCPA to any expenditure of funds. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

Three vendors were selected as a result of a RFP process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from December 17, 2021 through January 18, 2022. Seven responses were received and evaluated based upon the following criteria: 1) Quality and completeness of proposal; 2) Knowledge, experience and skills to provide the requested services; 3) Experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) Competitive rates for the requested services; 5) Demonstrated strong project management; and 6) Customer references. The selection process was completed by NCPA along with representatives for the City of Palo Alto Utilities and Roseville Electric Utility.

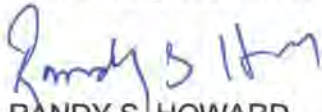
ENVIRONMENTAL ANALYSIS:

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 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On April 6, 2022, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-53
- Multi-Task Consulting Services Agreement with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc. dba SCS Engineers

RESOLUTION 22-53

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH
STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. DBA SCS
ENGINEERS**

(reference Staff Report #161:22)

WHEREAS, fuel pathway application, validation, and verification services may be required by the Northern California Power Agency (NCPA) and NCPA Members as part of their participation in the Low Carbon Fuel Standard program; and

WHEREAS, three vendors to provide these services were selected as a result of a Request for Proposal process in accordance with NCPA's procurement policies and procedures; and

WHEREAS, Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers. is an experienced and highly-qualified provider of these services; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$350,000 over five years, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.,
DOING BUSINESS AS SCS ENGINEERS**

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 Stearns, Conrad and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, a corporation, with its office located at 3900 Kilroy Airport Way, Suite 100, Long Beach, CA 90806 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2022 ("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** Three Hundred Fifty Thousand dollars (\$350,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

8.4.1 Immediately terminate the Agreement;

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents. Furthermore, any Agency Confidential Information as defined in Section 9.4.1 and any Consultant derivative work based upon Agency's Confidential Information shall be maintained by Consultant in confidence, secured physically and electronically from disclosure and destroyed upon completion of any task under this Agreement pursuant to Section 9.4.4.
- 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, trade secret information, or physical security or critical energy/electric infrastructure information (CEII), 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, trade secret information, physical security and/or CEII. 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. 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 in files of Receiving Party's representatives only where such copies are necessary to comply with applicable law or retained as part of Consultant's ongoing network system backup and disaster recovery procedures. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

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

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

10.7 Contract Administrator. This Agreement shall be administered by Jane Cirrincione, Assistant General Manager, or 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:

Raymond Huff, REPA
Vice President
SCS Engineers
3900 Kilroy Airport Way, Suite 100
Long Beach, CA 90806

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 process 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

STEARNS, CONRAD AND SCHMIDT,
CONSULTING ENGINEERS, INC., D/B/A
SCS ENGINEERS

Date _____

Date _____

RANDY S. HOWARD, GENERAL MANAGER

RAYMOND HUFF, VICE PRESIDENT

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

SCS Engineers ("Consultant") shall provide the following services, as requested by the Northern California Power Agency ("Agency"), for any facilities owned or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members. Services include:

I. LCFS Tier 2 Fuel Pathway Consultation, Analysis, and/or Application Submittal

- **Task 1: Fuel and/or Generating Facility Information and Data Collection.** Consultant will identify and compile information and data for the 24-month duration necessary to complete a calculation of carbon intensity (CI) and life cycle analysis (LCA).
- **Task 2: Lifecycle Analysis Modeling.** Consultant will utilize data supplied by Agency/Member and calculate the CI using CARB's latest CA GREET model inputs, modifying the CA GREET model as necessary. Consultant will take detailed notes of what cells and formulas are modified within CA GREET for each pathway. Consultant will modify the CA GREET model to present the results in an easy to review format to simplify and expedite the approval from CARB. Consultant will breakdown the greenhouse gas (GHG) emissions from each step of the process, consistent with the CA GREET model. Consultant may need to collaborate with Agency, Member(s), and/or CARB on the modeling approach.
- **Task 3: Life Cycle Analysis (LCA) Technical Report.** For Tier 2 pathways, Consultant will prepare a technical LCA report for submission to and approval by CARB. The technical report will detail the information and data previously gathered and analyzed, and the CI results for each stage of the process. The Consultant will prepare the system boundary diagram. The report will detail the data collected, resulting CA GREET model inputs, modified cell locations within the model, and results for each of the following processes described above. The results for each process will be in gCO₂e/MJ. The summary fuel pathway results will aggregate the results of each of the processes into a full fuel CO₂e/MJ.

Consultant will participate in conference calls with CARB and Agency/Member to discuss the technical report and modified CA GREET model. Consultant will make the necessary changes to the CA GREET model and/or technical report based on CARB's comments, and will produce a final LCA report. The technical LCA report, with the final modified CA GREET model and supporting documents, will be attached to any Tier 2 applications submitted.

II. Independent Validation and/or Verification of LCFS Fuel Pathways

- Consultant will provide independent verification of fuel pathways applications and annual fuel pathway data reports, as requested by Agency and/or Members.
- Verification services must be performed by qualified and trained verifiers that are CARB-accredited.

- Consultant must not have a conflict of interest for verifying the reported data due to current or previous relationships with the Agency or Member requesting services.
- Consultant must follow the requirements of LCFS Regulation section 95501, which may include the following steps:
 - Submit a notice of validation or verification services to the Executive Officer.
 - Develop a validation or verification plan based on information from the fuel pathway applicant, pathway holder, or reporting entity, and the timing of verification services.
 - Meetings with Agency/Member to discuss the scope of the verification services, and to request any information and documents needed for the verification services.
 - Conduct required site visits for the fuel pathway.
 - Develop a sampling plan.
 - Conduct data checks, focused on the most uncertain data and on data with the largest contributions to GHG emissions and GHG emissions reductions (if applicable).
 - Identify and communicate correctable errors, as defined in section 95481(a), and document the source of any difference identified.
 - Verify data calculations to determine whether there is reasonable assurance that the application or report does not contain a material misstatement. The verification team must review the methods and factors used to develop the application or report for adherence to the requirements of section 95500-95501.
 - Log issues identified in the course of verification services that may affect determinations of material misstatement and nonconformance.
 - Assessments of material misstatements.
 - Validation or Verification statements, upon completion of verification services, and independent review.
 - A detailed validation or verification report.

III. Additional LCFS Fuel Pathway Consultation and Education Services.

Additional services regarding LCFS fuel pathway consultation and education will be provided upon request and mutual agreement as to scope and pricing.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$350,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

I. LCFS Tier 2 Fuel Pathway Consultation, Analysis, and/or Application Submittal

SCS will provide these services for a fixed fee of \$15,000. Services invoiced monthly, on a percent completed, fixed-fee basis. Any out-of-scope work would be pre-approved by the requesting Agency or Member and invoiced monthly on a time-and-materials basis in accordance with the fee schedule below. This cost estimate is based on the following assumptions:

- Pricing assumes three virtual meetings, due to current COVID-19 travel restrictions. In the event that an in-person site visit is requested, one will be conducted for no additional fixed fee of \$1,000.
- The budget includes two re-reviews of project information, if necessary, based on initial data provided. Additional reviews would be subject to an increase in cost.
- If NCPA/Member elects to discontinue the project partway through, SCS will invoice for services rendered up to that point.

II. Independent Validation of LCFS Fuel Pathways

SCS will provide these services for a fixed fee of \$12,000. Services invoiced monthly, on a percent completed, fixed-fee basis. Any out-of-scope work would be pre-approved by the requesting Agency or Member and invoiced monthly on a time-and-materials basis in accordance with the fee schedule below. This cost estimate is based on the following assumptions:

- NCPA has one pathway project that requires validation under CARB LCFS Regulation
- The proposed budget is inclusive of all travel charges
- Pricing presented assumes a virtual site visit, due to COVID-19 travel restrictions. In the event that an in-person site visit is required by CARB, one will be conducted for an additional fixed fee of \$2,000.
- This proposal is only for the initial CI validation covering the initial 12 months. Additional reporting periods would be the subject of a separate verification project and cost, to be provided upon request.
- The budget includes one re-review of project information, if necessary based on initial findings. Additional reviews would be subject to an increase in cost.
- If NCPA/Member elects to discontinue the project partway through, SCS will invoice for services rendered up to that point.
- For biodiesel and renewable diesel projects, an additional cost of \$2,500 will apply for the GREET 3.0 model if the Tier 1 Simplified CI Calculator is not used.

- In accordance with section 95501(b)(1)(D)(5), SCS will perform data checks to ensure the accuracy of the data reported. Based on the validation team's professional judgment, SCS will determine the number of data checks required to make the necessary conclusions with reasonable assurance. Note: 100 percent of the data may not be checked.

III. For other services or customized services requiring hourly rates:

	Rate/Hour
Clerical	79
Administrative/Secretarial	90
Technician	97
CAD Drafter	103
Senior Engineering Technician	109
Technical Associate	115
Associate Staff Professional	122
Assistant Office Services Manager/Project Administrator	121
Project Analyst	124
Office Services Manager/Senior Project Administrator	124
CAD Designer	128
Staff Professional I	138
Staff Professional II	145
Senior Office Services Manager	148
Staff Professional III	152
Project Professional I	158
Project Professional II	166
Project Professional III	175
Senior Project Professional I	181
Senior Project Professional II	193
Senior Project Professional III	204
Industrial Hygienist/Safety Professional	212
Project Manager I	218
Project Manager II	227
Senior Certified Industrial Hygienist/Safety Professional	236
Project Manager III	243
Senior Project/Technical Manager	258
Senior Project Advisor	267
Project Director I	273
Project Director II	282
Principals and Executives	See Note 7

General Terms for Hourly Rates:

- Scheduled rates are effective through March 31, 2023. Work performed thereafter is subject to a new Fee Schedule, with 30-day' advance written notice to Agency. Services are fixed fee, unless hourly rates are requested.
- Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.
- Charges for SCS field equipment and instruments will be in accordance with SCS Engineers' Field Equipment Rental Rates Schedule in effect at the time the work is performed. Company trucks are charged at \$65 for up to a half day (4 hours) of use, and \$115 for up to a full day (company cars at \$53/\$94). These charges incorporate an allowance of 100 miles per job per day; a \$0.37 per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.
-
-
- For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.
- Hourly rates for Principals and Executives will be on an individually negotiated basis. Typically, these rates are \$289/hour for Principals, \$306 for Vice Presidents, and \$365/hour for Senior Vice Presidents and Senior Executives.

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.




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Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: Tetra Tech, Inc. – Five Year Multi-Task Consulting Services Agreement for Low Carbon Fuel Standard Fuel Pathway Validation and Verification Consulting Services; Applicable to the following: 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	Competitive Pricing Process
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>		
<hr/>		
<hr/>		

RECOMMENDATION:

Approve Resolution 22-54 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Tetra Tech, Inc. for Low Carbon Fuel Standard fuel pathway validation and verification consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$250,000 over five years, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

BACKGROUND:

NCPA and 12 NCPA Members are currently registered reporting entities for the California Air Resources Board's (CARB's) Low Carbon Fuel Standard (LCFS) program. The LCFS program is designed to decrease the carbon intensity of California's transportation fuel pool and incentivize low-carbon and renewable fuel alternatives, including electricity. NCPA and participating Members are able to generate LCFS credits by reporting the use of alternative fuels, including electric vehicle (EV) charging at owned EV chargers, and NCPA Members with residential customers generate LCFS credits associated with an estimate of residential EV charging. LCFS credits can then be sold and the proceeds used to fund programs and projects that support transportation electrification.

Participants in the LCFS program can increase the number of LCFS credits generated by creating fuel pathways with a lower carbon-intensity (CI) than average grid power in California, or by using a liquid fuel cleaner than gasoline or diesel. NCPA and Members have created, or are considering creating, fuel pathways for fuels such as compressed natural gas (CNG), renewable natural gas (RNG), and large hydroelectric power. CARB requires applications for certain types of fuel pathways to include a life-cycle analysis and modeling of carbon-intensity. For approved fuel pathways, CARB requires certain fuel types to undergo independent validation and verification processes.

NCPA issued a Request for Proposal (RFP) LR 2105 on December 17, 2021 to solicit proposals from qualified consultants providing LCFS fuel pathway application, validation, and verification consulting services. NCPA created a review group for the RFP consisting of staff from NCPA and NCPA Member entities, and this review group evaluated and scored timely proposals submitted to the RFP. Seven vendors responded to the RFP by the deadline of January 18, 2022. Based on the scoring review group's evaluation, two vendors were selected to provide fuel pathway application, validation, and verification consulting services, and one additional vendor was selected to provide only fuel pathway validation and verification consulting services.

The review group selected Tetra Tech, Inc. based on its experience, work plan, and costs. NCPA is also entering into agreements with EcoEngineers and SCS Engineers for similar services.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$250,000 over five years. This enabling agreement does not commit NCPA to any expenditure of funds. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

Three vendors were selected as a result of a RFP process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from December 17, 2021 through January 18, 2022. Seven responses were received and evaluated based upon the following criteria: 1) Quality and completeness of proposal; 2) Knowledge, experience and skills to provide the requested services; 3) Experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) Competitive rates for the requested services; 5) Demonstrated strong project management; and 6) Customer references. The selection process was completed by NCPA along with representatives for the City of Palo Alto Utilities and Roseville Electric Utility.

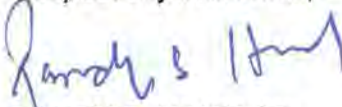
ENVIRONMENTAL ANALYSIS:

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 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On April 6, 2022, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-54
- Multi-Task Consulting Services Agreement with Tetra Tech, Inc.

RESOLUTION 22-54

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

(reference Staff Report #162:22)

WHEREAS, fuel pathway verification and validation services may be required by the Northern California Power Agency (NCPA) and NCPA Members as part of their participation in the Low Carbon Fuel Standard program; and

WHEREAS, three vendors to provide these services were selected as a result of a Request for Proposal process in accordance with NCPA's procurement policies and procedures; and

WHEREAS, Tetra Tech, Inc. is an experienced and highly-qualified provider of these services; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$250,000 over five years, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
TETRA TECH, INC.**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Tetra Tech, Inc., a corporation with its office located at 249 E. Ocean Blvd, Suite 325, Long Beach, CA 90802 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** Two Hundred Fifty Thousand dollars (\$250,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.3 Professional Liability Insurance. 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 Intentionally omitted.

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

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

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

independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

Consultant shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Consultant and Agency acknowledge

and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees, agents and subcontractors of Consultant.

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents. Furthermore, any Agency Confidential Information as defined in Section 9.4.1 and any Consultant derivative work based upon Agency's Confidential Information shall be maintained by Consultant in confidence, secured physically and electronically from disclosure and destroyed upon completion of any task under this Agreement pursuant to Section 9.4.4.
- 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, , or physical security or critical energy/electric infrastructure information (CEII), 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, trade secret information, physical security and/or CEII. 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. 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 in files of Receiving Party's representatives only where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Contract Administrator.** This Agreement shall be administered by Jane Cirrincione, Assistant General Manager, or 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:

Erica Alvarado, D Env, MPH
Principal Scientist
3475 E. Foothill Blvd
Pasadena, CA 91107

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.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

TETRA TECH, INC.

Date _____

Date _____

RANDY S. HOWARD
GENERAL MANAGER

ERICA ALVARADO
PRINCIPAL SCIENTIST

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Tetra Tech, Inc. ("Consultant") shall provide the following services, as requested by the Northern California Power Agency ("Agency"), at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members.

Services include:

I. Independent Validation and/or Verification of LCFS Fuel Pathways

- Independent verification of fuel pathways applications and annual fuel pathway data reports.
- Verification services must be performed by qualified and trained verifiers that are CARB-accredited.
- Consultant must not have a conflict of interest for verifying the reported data due to current or previous relationships with the Agency or Member requesting services.
- Consultant must follow the requirements of LCFS Regulation section 95501, which may include the following steps:
 - Submit a notice of validation or verification services to the Executive Officer.
 - Develop a validation or verification plan based on information from the fuel pathway applicant, pathway holder, or reporting entity, and the timing of verification services.
 - Meetings with Agency/Member to discuss the scope of the verification services, and to request any information and documents needed for the verification services.
 - Conduct required site visits for the fuel pathway.
 - Develop a sampling plan.
 - Conduct data checks, focused on the most uncertain data and on data with the largest contributions to GHG emissions and GHG emissions reductions (if applicable).
 - Identify and communicate correctable errors, as defined in section 95481(a), and document the source of any difference identified.
 - Verify data calculations to determine whether there is reasonable assurance that the application or report does not contain a material misstatement. The verification team must review the methods and factors used to develop the application or report for adherence to the requirements of section 95500-95501.
 - Log issues identified in the course of verification services that may affect determinations of material misstatement and nonconformance.
 - Assessments of material misstatements.
 - Validation or Verification statements, upon completion of verification services, and independent review.
 - A detailed validation or verification report.

II. Additional LCFS Fuel Pathway Consultation and Education Services

Additional services regarding LCFS fuel pathway consultation and education will be provided upon request and mutual agreement as to scope and pricing.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$250,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Actual costs will be based on time and materials (T&M). Cost estimates assume one kick-off meeting with the entity for which services are requested to define the desired GHG related services by two Tetra Tech senior staff up to four hours. Site visits require an additional cost on a T&M basis.

Staff Hourly Rate Summary:

Title	Billing Rate (\$/Hr)
Principal Engineer/Scientist, Level II	\$190-\$230
Senior Engineer/Scientist, Level II	\$120-\$150
Project Engineer/Scientist, Level II	\$100-\$130
Project Engineer/Scientist, Level I	\$70-\$90

Labor rates as stated herein are effective upon execution of the Agreement and shall be subject to an annual escalation of 3%. Consultant shall provide 30 days' advance written notice to Agency of any rate changes.

Consultant shall be reimbursed a fixed G&A fee of 13% associated with other direct costs and travel costs.

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.



Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: Approval of Fiscal Year 2023 Annual Budget

AGENDA CATEGORY: Discussion/Action

FROM:	Monty Hanks <i>MH</i> 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"/>
<p><i>If other, please specify</i></p> <p>_____</p> <p>_____</p>		

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission adopt and approve the FY2023 Annual Budget and Working Capital and Funding Requirement as outlined in Resolution 22-45 and as detailed in the attached budgetary support and Annual Budget document.

BACKGROUND:

In October 2021, the Commission approved budget guidance for the NCPA FY2023 Annual Budget. Staff began preparation of the proposed budget during the following months. From February through April 2022, staff presented the budget to various Commission Committees as follows:

- Facilities Committee (February 10th, March 2nd, April 6th)
- Legislative and Regulatory Committee (February 23rd)
- Utility Directors (March 11th, April 14th)
- Budget Preview (Commission meeting March 24th)
- Lodi Energy Center Project Participants Committee (March 7th, April 11th)

Presentations made to the Commission and Committees during the review of the proposed FY2023 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 FY2023 Annual Budget.

Overview of the FY2023 Annual Budget

This proposed budget totals \$562.6 million (net of revenues). Overall results represent a 25.9% or \$115.6 million dollar increase over the FY2022 approved budget. Budget changes include:

Generation Plants

- Net increases in Plants' Energy Sales (\$91.8m) due to higher estimated generation (\$26.8m) and higher forward curve market prices (\$65.0m)
- Property insurance decreases (\$1.2m) driven by the new insurer program
- Increases in other routine O&M costs to operate the plants (\$1.0m)
- Net decreases in O&M project, capital project, and maintenance reserve costs (\$1.0m) primarily for preventative maintenance to ensure plants' continued operations
- Increases in fuel costs (\$35.1m) for Lodi Energy Center and gas plant projects increased generation

Generation Resources

- Net decreases in Member Contracts (\$8.2m)
- Net decreases in Western Resources (\$8.5m)
- Net decreases in NCPA Contracts (\$7.9m)

- Increased Load Aggregation costs, net of member-owned generation CAISO energy sales (\$185.2m)
- Decreased GHG obligations (\$0.4m) due to the projected carryover allowance balance for FY2022

Transmission

- Increases in costs (\$42.2m) related to Ancillary Services Obligation costs and increased Wheeling Access and Transmission Access charges and the forecasted load increase

Management Services

- Net increases in expenses (\$1.0m) related to the addition of costs (\$0.3m) back into the budget that were removed from the 2022 budget with the intent to encumber 2021 budget savings, labor increases (\$0.3m) related to increased allocation of Information Services staff, and increase to judicial action (\$0.2) for rates and amendments related activities.

Personnel

- Increase of 0.62 to Full-Time Equivalent (FTE) count being recommended; includes two part-time intern positions.

Miscellaneous

- Decrease in pass-through costs (\$52k) for reduced meter maintenance costs

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 is 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 that 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, an 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. The total proposed net annual budget cost for FY2023 is approximately \$562.6 million, which represents an increase of 25.9% or a \$115.6 million dollar increase over the FY2021

budget as summarized in the attached schedule. Allocation of the FY2023 Annual Budget between members and LEC participants is based on participation levels in NCPA programs and projects and the approved cost allocations. Final funding allocation for each member is attached to this staff report and shown in Section 13 of the budget document.

The total calculated FY2023 Working Capital Deposit and Funding Requirements for the Annual Budget has increased \$218k or 2.2%. 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.

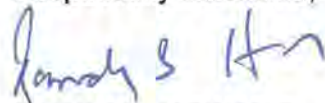
COMMITTEE REVIEW:

The Legislative and Regulatory (L&R) Committee reviewed the L&R Program budget at their meeting on February 23, 2022, 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 February 10, March 2, and April 6, 2022. 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 March 7 and April 11, 2022 and unanimously recommended approval to the Commission.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 22-45
- Budget Summary
- Participant Funding Summary
- Pay Schedule
- Analysis of Working Capital Deposit and Funding Requirements

RESOLUTION 22-45

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY ADOPTING THE FISCAL YEAR 2023 ANNUAL BUDGET AND WORKING CAPITAL DEPOSIT AND FUNDING REQUIREMENTS AND ADJUSTMENTS

(reference Staff Report #153:22)

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 2023 (FY2023); 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 \$1,362,131; 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 FY2023 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 FY2023 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 FY2023 Annual Budget; and

WHEREAS, the FY2023 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 FY2023 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 FY2023 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 FY2023 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 FY2023 Annual NCPA Budget document also contains certain proposed position changes, reclassifications and salary or pay schedules which also require Commission approval; 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 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 hereby irrevocably adopts, approves, and authorizes the program and project budgets which are an integral part of the FY2023 Annual Budget of the Agency, and it hereby irrevocably adopts, approves, and authorizes the FY2023 Annual Budget of the Agency. The Commission members hereby confirm their commitment and that of their respective member agencies, to provide funding of the FY2023 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 3. 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 FY2023.

Section 4. Notwithstanding 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 _____, 2022 by the following vote on roll call:

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

DAVID HAGELE
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			
2022	Proposed 2023	Inc/(Dec)	% Change
\$ 29,122,615	\$ 31,958,313	\$ 2,835,698	9.7%
11,839,475	(1,651,085)	(13,490,560)	-113.9%
5,755,113	2,493,193	(3,261,920)	-56.7%
5,640,565	3,789,184	(1,851,381)	-32.8%
33,283,101	(4,709,224)	(37,992,325)	-114.1%
85,640,869	31,880,381	(53,760,488)	-62.8%
19,326,063	11,935,345	(7,390,718)	-38.2%
(430,986)	(1,320,270)	(889,284)	206.3%
(2,319,736)	(10,789,796)	(8,470,060)	-365.1%
3,342,418	(4,610,056)	(7,952,474)	-237.9%
282,244,061	467,468,943	185,224,882	65.6%
1,276,784	920,891	(355,893)	-27.9%
303,438,604	463,605,057	160,166,453	52.8%
389,079,473	495,485,438	106,405,965	27.3%

2,417,506	2,575,487	157,981	6.5%
119,362,830	158,081,389	38,718,559	32.4%
3,846,319	5,941,763	2,095,444	54.5%
946,016	2,183,731	1,237,715	130.8%
126,572,671	168,782,370	42,209,699	33.3%

2,098,426	2,229,224	130,798	6.2%
632,824	714,771	81,947	12.9%
691,028	721,505	30,477	4.4%
475,429	603,160	127,731	26.9%
3,897,707	4,268,660	370,953	9.5%
300,000	460,000	160,000	53.3%
(48,812)	(62,836)	(14,024)	28.7%
3,185,801	3,085,213	(100,588)	-3.2%
2,964,291	2,999,449	35,158	1.2%
1,012,356	1,192,029	179,673	17.7%
246,588	207,720	(38,868)	-15.8%
7,409,036	7,484,411	75,375	1.0%

**NORTHERN CALIFORNIA POWER AGENCY
ANNUAL BUDGETS**

Continued

Forecasting Planning, Prescheduling & Trading
Forecasting
Resource Planning, Optimization, Risk Analysis & Mgmt.
Power & Fuel Transactions
Pre-Scheduling
Power Pool Oper. & Settlement Standards
Facilities Agreement Administration
Subtotal
Industry Restructuring & Regulatory Affairs
Contract Admin, interconnection Svcs & External Affairs:
Contract Maint, Negotiation and Administration & Litigation
TANC Representation & Advocacy
Western Representation & Advocacy
Pooling Agreement Coordination and Administration
Subtotal
Green Power Project
Gas Purchase Program
Market Purchase Power Project
Power Management Direct Cost to Programs
Subtotal - Power Management
Energy Risk Management
ROC, RMC Meetings & Activities
Counter-party Credit Review & Analysis
Subtotal
Settlements
Deal Control Validation & Monitoring
ISO Data Validation & Monitoring
Subtotal
Integrated Systems Support
TOTAL MANAGEMENT SERVICES
PARTICIPANT PASS THROUGH COSTS (TANC, DUES, ETC)
SUPPORT SERVICES
SUPPORT SERVICES REIMBURSEMENTS
TOTAL NET ANNUAL BUDGET COST
OTHER THIRD PARTY REVENUE
PM Service Revenue (Allocated via Nexant methodology)
PM Service Revenue (Allocated via A&G methodology)
Member Owned Generation ISO Energy Revenue
Subtotal
TOTAL ADJUSTED NET ANNUAL BUDGET COST

FISCAL YEAR ENDED JUNE 30			
2022	Proposed 2023	Inc/(Dec)	Budget %
601,284	649,925	48,641	8.1%
610,587	627,442	16,854	2.8%
151,599	152,963	1,364	0.9%
858,282	932,486	74,204	8.6%
389,306	480,009	90,702	23.3%
189,100	190,386	1,286	0.7%
2,800,158	3,033,210	233,052	8.3%
420,751	436,452	15,701	3.7%
676,524	725,868	49,344	7.3%
31,112	31,809	697	2.2%
145,389	150,421	5,032	3.5%
115,596	119,752	4,155	3.6%
968,621	1,027,849	59,228	6.1%
-	-	-	0.0%
80,418	76,319	(4,099)	-5.1%
110,740	111,680	940	0.8%
(1,454,857)	(1,387,892)	66,965	-4.6%
10,334,867	10,782,029	447,162	4.3%
45,271	55,439	10,168	22.5%
148,438	87,992	(60,446)	-40.7%
193,709	143,431	(50,278)	-26.0%
423,877	468,261	44,384	10.5%
546,250	538,488	(7,762)	-1.4%
970,127	1,006,749	36,622	3.8%
303,475	402,411	98,936	32.6%
15,951,073	17,000,444	1,049,371	6.6%
1,717,765	1,665,647	(52,118)	-3.0%
47,000	47,000	-	0.0%
(47,000)	(47,000)	-	0.0%
\$ 533,320,982	\$ 682,933,899	\$ 149,612,917	28.1%
2,126,890	1,750,634	(376,256)	-17.7%
236,321	194,515	(41,806)	-17.7%
83,954,288	118,407,141	34,452,853	41.0%
86,317,499	120,352,290	34,034,791	39.4%
\$ 447,003,483	\$ 562,581,609	\$ 115,578,126	25.9%

Northern California Power Agency
Participant Funding Requirements (Net)
FY 2023 Budget

GENERATION RESOURCES	Budget	Alameda	BART	Biggs	Gridley	Hearstburg	Lodi	Lompoc	Palo Alto	Phumas Sierra	Port of Oakland	Redding	Roseville	San Joaquin	Shasta Lake	Truckee-Denver	Utah	TID	All Other
Hydro	\$21,358,313	\$3,324,468	\$ -	\$ -	\$ -	\$308,539	\$3,647,473	\$764,628	\$7,819,578	\$561,836	\$ -	\$ -	\$2,859,318	\$12,307,181	\$ -	\$ -	\$678,192	\$ -	\$ -
Geothermal	(1,733,888)	(282,724)	-	(2,036)	(5,826)	(63,703)	(178,248)	(63,825)	-	(12,165)	-	-	(138,681)	(769,682)	-	-	(97,348)	(108,763)	-
Combustion Turbine No. 1	2,459,193	\$44,615	-	4,804	8,726	145,438	332,521	145,438	-	45,293	-	-	-	1,038,830	-	-	226,811	-	-
Combustion Turbine No. 2 (ETIG)	3,789,184	719,846	-	-	-	-	1,496,724	318,466	-	-	-	-	1,257,045	-	-	-	-	-	-
Lodi Energy Center	(4,769,226)	-	(87,177)	(3,560)	(28,918)	(24,195)	(139,871)	(29,981)	-	(11,873)	-	-	-	(379,144)	-	-	(28,292)	-	(3,988,128)
	31,757,578	4,295,704	-	-	-	453,077	4,860,096	1,131,724	7,819,578	883,481	-	-	3,979,682	12,197,188	-	-	781,182	(108,763)	(3,988,128)
Member Resources-Energy	11,935,345	2,114,333	(4,837,302)	-	-	-	2,938,428	-	12,643,811	71,808	(58,929)	-	-	-	-	-	-	-	-
Member Resources-Natural Gas	(1,323,270)	-	-	(2,767)	(26,296)	(98,317)	(839,367)	(199,959)	-	-	-	-	-	-	-	-	-	-	-
Western Resource	(16,789,786)	(689,368)	-	(189,843)	(277,879)	(143,710)	(226,372)	(184,291)	(7,834,750)	(1,322,140)	(345,894)	-	-	-	-	-	-	-	-
NCPA Contracts & Market Power Purchases	(4,816,056)	69,204	489,638	(34,901)	82,176	(189,385)	(268,314)	1,146,286	-	(650,364)	(727,866)	-	-	(2,836,673)	-	-	(81,817)	-	-
Load Aggregation Costs	467,483,943	23,740,622	29,308,137	1,188,159	2,605,543	5,819,438	32,170,245	8,563,440	52,711,253	9,885,378	8,435,618	-	-	286,091,067	-	-	7,965,043	-	0
Net GHG Obligations	329,891	77,279	690,584	162,628	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	463,605,057	24,309,678	25,252,808	1,133,276	2,138,553	4,679,428	31,469,741	8,281,776	68,466,600	9,835,144	7,302,031	-	(727,866)	283,252,394	-	-	7,691,896	-	-
	495,402,635	26,891,782	26,155,631	1,130,285	2,112,838	5,831,593	36,429,747	9,333,880	68,696,279	9,218,545	7,302,031	-	3,261,818	285,446,579	-	-	8,373,179	(108,763)	(3,988,128)
TRANSMISSION																			
NCPA Plant Transmission *	82,803	26,138	-	338	609	5,471	16,307	6,481	-	1,044	-	-	11,738	-	-	-	8,388	5,426	-
Independent System Operator	168,782,370	\$15,319,365	15,812,889	614,238	1,237,397	2,556,391	16,468,906	4,792,311	29,212,628	5,275,345	4,657,303	-	-	71,733,391	-	-	4,083,436	-	-
	169,865,173	12,344,303	15,812,889	614,576	1,237,937	2,561,862	16,584,113	4,797,792	29,212,628	5,275,389	4,657,303	-	-	71,733,391	-	-	4,081,786	9,426	-
MANAGEMENT SERVICES																			
LEGISLATIVE & REGULATORY																			
Legislative Representation	1,654,523	87,364	-	56,772	58,410	81,717	97,724	87,712	132,889	99,434	86,492	129,360	167,693	445,830	76,850	71,220	65,896	-	-
Regulatory Representation	530,501	28,012	-	19,203	18,728	31,354	21,711	42,612	22,263	21,220	41,474	63,765	142,360	24,385	22,836	21,119	-	-	-
Western Representation	721,505	20,240	8,289	4,981	11,149	4,240	5,686	5,440	207,563	28,682	10,200	137,884	81,839	161,334	11,580	9,361	5,832	-	-
JPA Assessment	1,362,131	51,126	49,159	2,573	5,173	10,421	67,668	19,837	123,286	22,668	18,001	117,764	178,603	820,058	33,170	35,584	17,006	-	-
	4,268,660	186,841	67,368	82,630	93,490	96,167	206,236	114,880	506,485	144,918	118,013	426,173	481,891	1,370,773	147,188	128,921	109,823	-	-
Judicial Action																			
Tariffs & Rates	357,164	39,397	6,230	2,073	3,674	8,872	47,777	14,102	73,882	11,776	12,142	-	16,399	107,828	-	-	12,414	1,729	-
Contingency **	40,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	397,164	39,397	6,230	2,073	3,674	8,872	47,777	14,102	73,882	11,776	12,142	-	16,399	107,828	-	-	12,414	1,729	-
POWER MANAGEMENT																			
Power Mgmt, SG&D, ISS, Energy Risk Mgmt & Settlements	12,146,621	1,028,072	824,809	89,311	149,823	285,268	1,361,486	437,597	1,802,091	420,043	515,403	-	819,624	4,029,540	-	-	368,467	165,171	-
Green Power Program	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Market Purchase Program	111,680	19,814	11,154	10,828	10,853	10,868	11,773	10,969	12,464	-	11,141	-	-	-	-	-	10,809	-	-
Gas Purchase Program	76,319	7,290	7,382	8,222	9,330	23,020	11,738	-	-	-	-	-	-	-	-	-	5,445	-	-
	12,334,620	1,039,696	843,262	106,441	168,904	275,634	1,396,285	460,305	1,814,555	428,043	526,604	-	819,624	4,029,540	-	-	378,862	155,171	-
	17,000,444	1,265,925	906,860	191,644	285,938	389,564	1,650,288	898,207	2,484,887	875,837	654,759	426,173	1,117,908	5,507,341	147,188	128,921	500,889	158,900	-
TANC-30T	210,000	46,771	-	-	-	5,831	46,585	10,114	76,273	9,807	-	-	-	-	-	-	-	19,334	-
B&M Consulting	837,590	-	198,990	-	-	-	-	-	164,375	-	-	-	-	493,128	-	-	-	-	-
Biggs 60KV	4,700	-	-	4,700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
APPA Dues	331,223	25,868	-	1,281	3,677	7,459	26,325	13,158	45,653	-	45,816	60,573	74,791	12,652	14,067	8,593	-	-	-
SEPA Dues	22,900	2,821	564	564	564	564	2,821	564	2,821	564	564	2,821	2,821	2,822	564	564	564	-	-
DEED Dues	24,624	1,908	96	273	374	374	1,904	374	3,406	3,760	5,569	941	1,246	5,569	941	1,246	712	-	-
CEE Dues	19,000	667	667	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	167	167	-	-
Subscriptions	21,100	-	-	-	-	-	7,633	-	-	-	-	3,200	7,033	2,833	-	-	-	-	-
Melting Maintenance	72,000	0	72,000	0	0	0	0	0	0	0	0	-	-	-	-	-	0	-	-
Customer Programs Projects **	128,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WRGIS Certificate Transfer Fees**	19,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pass Through Costs	1,685,647	78,091	282,000	7,494	8,348	19,342	79,043	25,648	306,482	11,304	1,397	56,076	65,029	880,965	14,890	16,810	22,037	-	-
Support Services	47,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Support Services Reimbursements	(47,000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER THIRD PARTY REVENUE																			
PM Service Revenue (NCPA)	(1,739,634)	(119,140)	(124,897)	(11,421)	(2,143)	(32,944)	(173,110)	(55,829)	(217,241)	(50,832)	(65,252)	-	(83,269)	(655,533)	-	-	(45,224)	(23,642)	(71,080)
PM Service Revenue (A&G)	(194,515)	(1,123)	(8,610)	(9,609)	(2,572)	(5,965)	(26,101)	(7,282)	(13,180)	(3,163)	(1,746)	(586)	(14,082)	(80,353)	(371)	(348)	(8,002)	-	-
Member-Owned Generation ISO Energy Revenue	(118,407,141)	-	(870,305)	-	-	-	-	(702)	(1,832,000)	-	-	-	-	(115,001,194)	-	-	(662,230)	-	-
Revenue from Customers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	(120,352,290)	(140,372)	(1,064,541)	(12,224)	(24,002)	(38,519)	(198,212)	(63,111)	(231,189)	(1,536,396)	(87,818)	(686)	(97,322)	(115,827,110)	(371)	(348)	(616,456)	(23,642)	(71,080)
JPA Assessment - Others																			
Non-NCPA Participants	146,883	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,487	138,396
Credits to Participants	(146,883)	(5,513)	(5,391)	(277)	(559)	(1,124)	(7,286)	(2,150)	(13,366)	(2,445)	(1,941)	(12,699)	(19,259)	(66,863)	(3,677)	(2,750)	(1,834)	-	-
	-	(8,813)	(10,391)	(277)	(559)	(1,124)	(7,286)	(2,150)	(13,366)	(2,445)	(1,941)	(12,699)	(19,259)	(66,863)	(3,677)	(2,750)	(1,834)	7,487	138,396
NET ANNUAL BUDGET COST	\$ 582,581,808	\$ 42,147,126	\$ 41,116,768	\$ 1,936,895	\$ 3,997,972	\$ 7,963,627	\$ 54,466,703	\$ 14,690,987	\$ 98,848,581	\$ 13,144,238	\$ 12,847,531	\$ 469,864	\$ 4,223,998	\$ 257,377,303	\$ 168,229	\$ 142,334	\$ 12,370,515	\$ 40,468	\$ (3,988,128)
FY2022 Net Annual Budget Cost	447,003,483	36,864,330	31,024,220	1,424,481	3,888,463	7,750,534	46,481,068	12,349,743	81,645,434	9,368,958	9,516,862	444,341	6,416,458	174,560,812	144,965	130,120	10,484,064	888,053	14,706,344
Incr (decr)	135,578,325	5,282,796	10,092,548	512,414	1,109,509	2,213,093	8,985,635	2,341,244	17,203,147	3,775,280	3,330,669	34,520	(2,192,560)	82,816,491	12,264	12,214	1,894,547	(845,645)	(18,692,688)

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

** Memo only - Estimates included in NET ANNUAL BUDGET COST, but not allocated to Participants due to contingent nature of costs.

Funding Requirements (Net)

**Northern California Power Agency
Participant Funding Requirements (Gross)
FY 2023 Budget**

GENERATION RESOURCES	Budget	Alameda	BART	Biggs	Gridley	Healdsburg	Lodi	Lompoc	Palo Alto	Plumas Sierra	Port of Oakland	Redding	Roseville	Santa Clara	Shasta Lake	Truckee-Dorner	Ukiah	TID	All Other
Hydro	\$55,914,043	\$5,880,041	-	-	-	\$ 786,664	\$ 5,850,202	\$1,106,409	\$ 13,015,654	\$ 968,827	-	-	\$5,696,005	\$ 21,027,512	-	-	\$1,150,720	-	-
Geothermal	41,850,180	7,014,709	-	94,319	159,808	1,926,554	4,271,358	1,029,461	-	291,266	-	-	3,275,482	19,444,332	-	-	2,332,836	2,436,335	-
Combustion Turbine No. 1	5,601,571	1,222,263	-	11,021	19,608	326,763	760,231	326,763	-	101,767	-	-	-	2,333,994	-	-	569,183	-	-
Combustion Turbine No. 2 (STIG)	19,361,273	1,949,642	-	-	-	-	4,952,793	425,325	-	-	-	-	3,074,403	-	-	-	-	-	-
Lodi Energy Center	135,187,866	-	3,440,434	383,191	2,809,681	3,349,804	13,689,608	2,911,754	-	1,122,636	-	-	-	36,831,896	-	-	2,684,208	-	87,194,119
	262,214,433	15,836,658	3,440,434	405,531	2,969,894	4,983,674	28,953,663	6,395,943	13,016,654	2,476,786	-	-	12,836,815	79,637,829	-	-	6,654,956	2,830,335	87,194,119
Member Resources-Energy	13,123,618	11,485,468	8,654,334	-	-	-	2,838,433	-	38,220,327	111,680	524,544	-	-	976,728	-	-	-	-	-
Member Resources-Natural Gas	2,474,390	-	-	11,321	114,892	225,347	1,409,191	471,732	-	-	-	-	-	-	-	-	-	-	-
Western Resource	26,100,435	1,667,564	-	408,418	914,063	347,629	787,090	446,032	17,917,030	3,198,242	934,377	-	-	-	-	-	-	-	-
NCPA Contracts & Market Power Purchases	25,533,176	70,300	3,621,148	163,834	218,808	491,587	4,813,913	935,658	8,689,267	1,485,890	-	-	3,144,943	12,365,271	-	-	366,065	-	-
Load Aggregation Costs	467,468,943	22,740,822	28,808,137	1,189,183	2,509,543	5,018,438	32,170,345	8,853,446	53,711,363	8,835,378	8,435,918	-	-	286,091,067	-	-	7,968,943	-	-
Net OHG Obligations	828,891	77,279	689,884	152,629	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	895,521,453	36,041,281	41,274,603	1,963,262	3,746,006	5,085,001	41,218,700	10,686,762	118,687,867	12,185,350	11,292,729	-	3,144,942	285,333,066	-	-	5,092,154	-	-
	847,736,086	81,928,519	50,716,927	2,351,793	6,714,900	11,074,676	89,811,701	12,166,708	131,626,521	15,671,699	11,292,729	-	16,989,782	377,670,866	-	-	15,697,110	2,630,335	87,194,119
TRANSMISSION																			
NCPA Plant Transmission *	82,863	26,128	-	338	800	5,471	16,367	8,401	-	1,044	-	-	11,738	-	-	-	8,360	8,428	-
Independent System Operator	169,793,750	12,318,155	15,812,058	614,234	1,237,207	2,588,391	16,469,806	4,792,211	29,212,028	5,276,546	4,687,303	-	-	71,733,391	-	-	4,093,426	-	-
	169,876,613	12,344,283	15,812,058	614,676	1,237,607	2,593,862	16,504,113	4,797,792	29,212,028	5,276,589	4,687,303	-	11,738	71,733,391	-	-	4,091,786	8,428	-
MANAGEMENT SERVICES																			
LEGISLATIVE & REGULATORY																			
Legislative Representation	1,696,794	87,483	-	56,959	58,486	61,801	97,957	67,805	133,090	59,025	95,993	129,827	167,813	446,440	76,154	71,317	65,556	-	-
Regulatory Representation	530,082	28,015	-	18,306	18,738	19,791	31,337	21,713	42,616	23,285	21,332	41,478	53,771	142,969	24,367	22,338	21,121	-	-
Western Representation	723,874	30,378	8,224	4,891	11,170	4,248	5,918	5,451	207,957	25,789	10,238	137,946	81,994	162,246	13,696	8,376	5,543	-	-
JPA Assessment	1,373,708	51,564	49,580	2,835	5,217	10,511	58,147	20,167	124,653	22,563	18,195	118,772	160,133	626,569	23,688	25,723	17,152	-	-
	4,394,609	187,440	57,305	82,441	93,607	95,351	205,959	115,676	609,106	144,365	116,280	427,933	483,810	1,577,917	147,602	129,204	110,872	-	-
Judicial Action																			
Tort & Rates	357,164	39,397	6,330	2,873	3,874	8,872	47,777	14,162	73,662	11,775	12,142	-	16,380	107,028	-	-	12,414	1,728	-
Contingency **	40,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	397,164	39,397	6,330	2,873	3,874	8,872	47,777	14,162	73,662	11,775	12,142	-	16,380	107,028	-	-	12,414	1,728	-
POWER MANAGEMENT																			
Power Mgmt, SCALD, ISO,																			
Energy Risk Mgmt & Settlements	12,197,448	1,032,477	826,367	86,627	160,376	266,116	1,367,121	439,189	1,989,591	421,722	817,915	-	822,080	4,048,020	-	-	369,648	156,916	388
Genm Power Program	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Market Purchase Program	112,143	10,268	11,300	10,873	10,836	10,912	11,828	11,616	12,616	-	11,187	-	-	-	-	-	10,564	-	-
Gas Purchase Program	75,474	-	7,213	7,316	8,436	8,436	20,127	11,792	-	-	-	-	-	-	-	-	9,488	-	-
	12,289,665	1,042,745	847,667	104,436	189,654	276,493	1,402,076	461,898	1,921,206	421,722	829,102	-	822,080	4,058,020	-	-	379,648	155,915	388
	17,047,427	1,270,173	915,638	191,660	266,715	281,686	1,466,911	691,176	2,003,976	577,963	857,423	427,829	1,122,256	5,532,064	147,602	129,204	502,434	167,643	388
TANC-IGT	210,000	46,771	-	-	-	9,331	46,508	10,114	-	9,907	-	-	-	-	-	-	10,334	-	-
BAH Consulting	837,890	-	180,000	-	-	-	-	-	164,978	-	-	-	-	493,126	-	-	-	-	-
Biggs 60kV	4,700	-	-	4,700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
APPA Dam	331,223	25,668	1,321	3,677	7,468	26,926	13,158	48,653	-	45,916	50,673	-	74,791	12,652	14,067	9,593	-	-	
SEPA Dam	32,000	2,921	564	564	564	2,921	2,921	564	564	2,921	2,921	-	564	564	564	564	564	-	-
CEED Dam	24,824	1,898	36	273	954	1,584	978	3,384	-	3,406	3,769	-	5,660	541	1,046	713	-	-	
CEE Dam	10,000	667	667	667	667	667	667	667	667	667	667	-	667	667	667	667	667	-	-
ACE Dam	2,600	167	167	167	167	167	167	167	167	167	167	-	167	167	167	167	167	-	-
Subscription	21,109	-	-	-	-	-	-	-	7,033	-	-	-	7,033	3,833	-	-	-	-	-
Making Maintenance	72,000	0	72,000	0	0	0	0	0	0	0	0	-	3,300	7,033	3,833	-	0	-	-
Customer Programs Projects **	120,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WREGIS Certificate Transfer Fees**	10,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pass Through Costs	1,695,647	78,001	282,000	7,484	5,348	19,342	79,843	25,540	300,482	11,304	1,387	56,076	88,022	580,565	14,999	16,610	22,637	-	-
Support Services	47,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Support Services Reimbursements	(47,000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
JPA Assessment - Others																			
Non-NCPA Participants	146,883	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Credits to Participants	(146,883)	(5,913)	(5,301)	(277)	(59)	(1,124)	(7,285)	(2,150)	(13,305)	(2,440)	(1,541)	(12,689)	(19,299)	(64,883)	(3,577)	(2,760)	(1,834)	7,487	136,396
	-	(5,913)	(5,301)	(277)	(59)	(1,124)	(7,285)	(2,150)	(13,305)	(2,440)	(1,541)	(12,689)	(19,299)	(64,883)	(3,577)	(2,760)	(1,834)	7,487	136,396
GROSS ANNUAL BUDGET COST	\$ 1,036,334,343	\$ 65,613,282	\$ 67,665,629	\$ 3,165,125	\$ 9,224,313	\$ 14,036,441	\$ 104,641,384	\$ 22,975,171	\$ 161,629,659	\$ 21,835,608	\$ 16,466,912	\$ 471,000	\$ 17,160,591	\$ 455,790,452	\$ 169,618	\$ 143,914	\$ 20,221,534	\$ 2,804,992	\$ 87,333,876
LESS: THIRD PARTY REVENUE																			
Market Power Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ISO Energy Sales	111,424,917	10,994,040	15,877,060	852,726	1,693,325	1,023,434	7,938,679	1,991,828	47,401,328	3,260,477	3,626,972	-	3,069,333	14,368,498	-	-	803,379	-	-
ISO Energy Sales/Plans	193,467,454	10,843,059	8,926,032	427,783	2,641,890	4,097,346	20,919,457	4,736,972	8,064,135	1,602,237	1,774,697	-	7,774,697	59,846,474	-	-	6,276,142	2,875,978	60,405,885
Energy Sales to Third Parties	4,058,116	78,001	-	-	-	-	-	-	3,985,115	-	-	-	-	0	-	-	-	-	-
Member-Owned Generation ISO Energy Revenue	116,708,910	-	874,743	-	-	-	-	-	786	1,821,634	-	-	-	115,337,628	-	-	574,113	-	-
Auxiliary Services Sales	5,513,474	122,364	133,654	6,208	48,824	78,832	449,297	190,891	280,458	30,899	30,871	-	381,311	2,677,600	-	-	86,794	-	1,191,098
Transmission Sales	110,376	18,634	-	381	371	4,059	11,347	4,063	-	-	-	-	-	-	-	-	8,197	5,987	-
Gas Transfer Credits	3,784,940	-	-	14,893	191,151	324,664	2,389,528	870,691	-	-	-	-	-	-	-	-	-	-	-
Fuel and Pipeline Transport Credits	1,774,948	-	-	-	-	-	701,104	89,408	-	-	-	-	-	-	-	-	-	-	-
OHG Allowance Credits	20,133,591	80,637	1,336,487	94,200	397,770	332,668	2,091,170	413,914	-	169,194	-	-	174,225	5,214,384	-	-	361,004	-	8,617,691
Western OSM Credits	10,363,827	862,133	162,171	302,940	312,913	177,108	128,030	177,108	8,766,822	1,269,606	332,988	-	-	-	-	-	189,048	-	-
PRI Services Revenue	1,846,148	140,372	133,626	12,326	24,903	38,910	199,212	63,111	230,427										

NORTHERN CALIFORNIA POWER AGENCY
ADMINISTRATIVE GENERAL WAGE SCHEDULE
Effective December 19, 2021

GRADE	JOB CLASSIFICATION/JOB FAMILY	MINIMUM		CONTROL POINT		CTRL PT PLUS 16%	
		ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
15	ACCOUNTANT/ANALYST I	72,613	34.91	90,771	43.64	104,374	50.18
17	ACCOUNTANT/ANALYST II	83,907	40.34	104,894	50.43	120,619	57.99
19	ACCOUNTANT/ANALYST III	96,970	46.62	121,222	58.28	139,402	67.02
9	ACCOUNTING CLERK I	47,050	22.62	58,822	28.28	67,642	32.52
11	ACCOUNTING CLERK II	54,371	26.14	67,974	32.68	78,166	37.58
13	ACCOUNTING CLERK III	62,837	30.21	78,541	37.76	90,334	43.43
9	ADMINISTRATIVE ASSISTANT/OFFICE ADMINISTRATOR I	47,050	22.62	58,822	28.28	67,642	32.52
11	ADMINISTRATIVE ASSISTANT/OFFICE ADMINISTRATOR II	54,371	26.14	67,974	32.68	78,166	37.58
13	ADMINISTRATIVE ASSISTANT/OFFICE ADMINISTRATOR III	62,837	30.21	78,541	37.76	90,334	43.43
30	AGM I/SENIOR DIRECTOR (E.g. Business Development)	214,864	103.30	268,570	129.12	308,859	148.49
31	AGM II (E.g. Power Mgmt, Generation, Leg & Reg, CFO/Admin)	230,984	111.05	288,725	138.81	332,030	159.63
32	AGM III	248,290	119.37	310,378	149.22	356,928	171.60
23	ASSISTANT CONTROLLER	129,501	62.26	161,886	77.83	186,160	89.50
25	ASSISTANT MANAGER: INFORMATION SERVICES	149,656	71.95	187,075	89.94	215,134	103.43
6E	ASSISTANT, STUDENT I	31,200	15.00	36,462	17.53	41,933	20.16
6F	ASSISTANT, STUDENT II	36,234	17.42	43,302	21.78	52,083	25.04
6G	ASSISTANT, STUDENT III	45,032	21.65	56,306	27.07	64,750	31.13
6H	ASSISTANT, STUDENT IV	52,021	25.01	65,042	31.27	74,797	35.96
14	COMPUTER TECHNOLOGY ANALYST	67,558	32.48	84,427	40.59	97,094	46.68
17	COMPUTER TECHNOLOGY ANALYST I	83,907	40.34	104,894	50.43	120,619	57.99
19	COMPUTER TECHNOLOGY ANALYST II	96,970	46.62	121,222	58.28	139,402	67.02
21	COMPUTER TECHNOLOGY ANALYST III	112,070	53.88	140,088	67.35	161,096	77.45
23	COMPUTER TECHNOLOGY ANALYST IV	129,501	62.26	161,886	77.83	186,160	89.50
20	ENERGY RESOURCE ANALYST III	104,250	50.12	130,312	62.65	149,864	72.05
16	ENERGY RESOURCE ANALYST I	78,062	37.53	97,573	46.91	112,216	53.95
18	ENERGY RESOURCE ANALYST II	90,210	43.37	112,757	54.21	129,667	62.34
23	ENERGY RESOURCE ANALYST IV	129,501	62.26	161,886	77.83	186,160	89.50
16	ENGINEER I	78,062	37.53	97,573	46.91	112,216	53.95
18	ENGINEER II	90,210	43.37	112,757	54.21	129,667	62.34
20	ENGINEER III	104,250	50.12	130,312	62.65	149,864	72.05
23	ENGINEER IV	129,501	62.26	161,886	77.83	186,160	89.50
24	ENGINEER V: SUPERVISING /PLANT	139,214	66.93	174,034	83.67	200,138	96.22
20	ENVIRONMENTAL, HEALTH & SAFETY SPECIALIST	104,250	50.12	130,312	62.65	149,864	72.05
16	EXECUTIVE ASSISTANT	78,062	37.53	97,573	46.91	112,216	53.95
32	GENERAL COUNSEL	248,290	119.37	310,378	149.22	356,928	171.60
36	GENERAL MANAGER	331,594	159.42	414,502	199.28	476,674	229.17
16	GEOLOGIST I	78,062	37.53	97,573	46.91	112,216	53.95
18	GEOLOGIST II	90,210	43.37	112,757	54.21	129,667	62.34
20	GEOLOGIST III	104,250	50.12	130,312	62.65	149,864	72.05
23	GEOLOGIST IV	129,501	62.26	161,886	77.83	186,160	89.50
24	GEOLOGIST V	139,214	66.93	174,034	83.67	200,138	96.22
16	GOVERNMENT RELATIONS REPRESENTATIVE I	78,062	37.53	97,573	46.91	112,216	53.95
18	GOVERNMENT RELATIONS REPRESENTATIVE II	90,210	43.37	112,757	54.21	129,667	62.34
20	GOVERNMENT RELATIONS REPRESENTATIVE III	104,250	50.12	130,312	62.65	149,864	72.05
22	GOVERNMENT RELATIONS REPRESENTATIVE IV	120,474	57.92	150,592	72.40	173,181	83.26
16	HUMAN RESOURCES ANALYST I	78,062	37.53	97,573	46.91	112,216	53.95
18	HUMAN RESOURCES ANALYST II	90,210	43.37	112,757	54.21	129,667	62.34
20	HUMAN RESOURCES ANALYST III	104,250	50.12	130,312	62.65	149,864	72.05
13	HUMAN RESOURCES ASSISTANT	62,837	30.21	78,541	37.76	90,334	43.43
27	HUMAN RESOURCES DIRECTOR	172,952	83.15	216,195	103.94	248,622	119.53
25	HUMAN RESOURCES MANAGER	149,656	71.95	187,075	89.94	215,134	103.43
13	LEGISLATIVE PROGRAM ASSISTANT	62,837	30.21	78,541	37.76	90,334	43.43
27	MANAGER, INFORMATION SERVICES	172,952	83.15	216,195	103.94	248,622	119.53
27	MANAGER, INFORMATION SERVICES & POWER SETTLEMENTS	172,952	83.15	216,195	103.94	248,622	119.53
29	MANAGER, PLANT	199,867	96.09	249,829	120.11	287,310	138.13

NORTHERN CALIFORNIA POWER AGENCY
ADMINISTRATIVE GENERAL WAGE SCHEDULE
Effective December 19, 2021

GRADE		JOB CLASSIFICATION/JOB FAMILY	MINIMUM		CONTROL POINT		CTRL PT PLUS 16%	
			ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
25	¹	MANAGER, REGULATORY PROGRAM	149,656	71.95	187,075	89.94	215,134	103.43
26	¹	MANAGER, RELIABILITY COMPLIANCE	160,888	77.35	201,115	96.69	231,275	111.19
17	¹	MATERIALS/WAREHOUSE COORDINATOR I	83,907	40.34	104,894	50.43	120,619	57.99
19	¹	MATERIALS/WAREHOUSE COORDINATOR II	96,970	46.62	121,222	58.28	139,402	67.02
7	¹	OFFICE ASSISTANT I	40,706	19.57	50,898	24.47	58,531	28.14
9	¹	OFFICE ASSISTANT II	47,050	22.62	58,822	28.28	67,642	32.52
16	¹	POWER SETTLEMENTS ANALYST I	78,062	37.53	97,573	46.91	112,216	53.95
18	¹	POWER SETTLEMENTS ANALYST II	90,210	43.37	112,757	54.21	129,667	62.34
20	¹	POWER SETTLEMENTS ANALYST III	104,250	50.12	130,312	62.65	149,864	72.05
25	¹	POWER SETTLEMENTS MANAGER	149,656	71.95	187,075	89.94	215,134	103.43
23	¹	SCHEDULER/PLANNER, POWER	129,501	62.26	161,886	77.83	186,160	89.50
23	¹	SENIOR COMPUTER TECH. ANALYST, POWER (E.g. BILLING)	129,501	62.26	161,886	77.83	186,160	89.50
18	¹	SHAREPOINT ADMINISTRATOR	90,210	43.37	112,757	54.21	129,667	62.34
4	¹	STUDENT HELPER (OFFICE/PLANT)	32,781	15.76	40,976	19.70	47,112	22.65
27	¹	SUPERINTENDENT, GENERATION RESOURCES	172,952	83.15	216,195	103.94	248,622	119.53
22	¹	SUPERVISOR I, POWER SETTLEMENTS	120,474	57.92	150,592	72.40	173,181	83.26
20	¹	SUPERVISOR I, (CHEMICAL, GENERAL SERVICES)	104,250	50.12	130,312	62.65	149,864	72.05
24	¹	SUPERVISOR II, (PLANT, ENERGY RISK, ENGINEERING)	139,214	66.93	174,034	83.67	200,138	96.22
27	¹	SUPERVISOR III, (POWER MGT., COORD. OP, REG/ENV COMP, ENGR)	172,952	83.15	216,195	103.94	248,622	119.53
27	¹	TREASURER-CONTROLLER	172,952	83.15	216,195	103.94	248,622	119.53
HEA	²	HYDRO TECH APPRENTICE	75,213	36.16	102,814	49.43		
HEA	²	HYDRO TECH	111,030	53.38	143,666	69.07		
HEA	²	HYDRO TECH - DESIGNATED SKILLS	154,024	74.05	154,024	74.05		
HEA	²	HYDRO TECH OPERATOR	150,883	72.54	150,883	72.54		
HEA	²	HYDRO TECH OPERATOR - DESIGNATED SKILLS	161,699	77.74	161,699	77.74		
IBEW	²	CT SPECIALIST I - VI	105,310	50.63	156,957	75.46		
IBEW	²	CT SPECIALIST - LEAD	153,670	73.88	164,798	79.23		
IBEW	²	CT SPECIALIST I - V (OPERATORS)	107,806	51.83	149,843	72.04		
IBEW	²	CT SPECIALIST I - V (OPERATORS) LEAD	157,331	75.64	157,331	75.64		
IBEW	²	MECHANIC OPERATOR I - V	105,310	50.63	137,675	66.19		
IBEW	²	MECHANIC OPERATOR - LEAD	144,539	69.49	144,539	69.49		
IBEW	²	OPERATOR TECHNICIAN I - V	107,806	51.83	144,643	69.54		
IBEW	²	OPERATOR TECHNICIAN - LEAD	151,882	73.02	151,882	73.02		
IBEW	²	STOREKEEPER I - V	71,406	34.33	85,654	41.18		
IBEW	²	TECHNICIAN CHEMICAL/PERFORMANCE	130,354	62.67	130,354	62.67		
IBEW	²	TECHNICIAN OPERATOR I - VI	105,310	50.63	156,312	75.15		
IBEW	²	TECHNICIAN OPERATOR - LEAD	153,005	73.56	164,133	78.91		
	³	SCHEDULE COORDINATOR I	77,792	37.40	103,875	49.94		
	³	SCHEDULE COORDINATOR II	109,325	52.56	126,585	60.86		
	³	SCHEDULE COORDINATOR III	132,558	63.73	153,192	73.65		
	³	SYSTEM DISPATCHER	120,786	58.07	169,042	81.27		
	³	SYSTEM DISPATCHER, LEAD	132,558	63.73	177,507	85.34		

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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
ADMINISTRATIVE GENERAL WAGE STRUCTURE
Projected January 1, 2023

GRADE	JOB CLASSIFICATION/JOB FAMILY	MINIMUM		CONTROL POINT		CTRL PT PLUS 15%	
		ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
15	¹ ACCOUNTANT/ANALYST I	72,613	34.91	90,771	43.64	104,374	50.18
17	¹ ACCOUNTANT/ANALYST II	83,907	40.34	104,894	50.43	120,619	57.99
19	¹ ACCOUNTANT/ANALYST III	96,970	46.62	121,222	58.28	139,402	67.02
9	¹ ACCOUNTING CLERK I	47,050	22.62	58,822	28.28	67,642	32.52
11	¹ ACCOUNTING CLERK II	54,371	26.14	67,974	32.68	78,166	37.58
13	¹ ACCOUNTING CLERK III	62,837	30.21	78,541	37.76	90,334	43.43
9	² ADMINISTRATIVE ASSISTANT/OFFICE ADMINISTRATOR I	47,050	22.62	58,822	28.28	67,642	32.52
11	¹ ADMINISTRATIVE ASSISTANT/OFFICE ADMINISTRATOR II	54,371	26.14	67,974	32.68	78,166	37.58
13	² ADMINISTRATIVE ASSISTANT/OFFICE ADMINISTRATOR III	62,837	30.21	78,541	37.76	90,334	43.43
30	¹ AGM I/SENIOR DIRECTOR (E.g. Business Development)	214,864	103.30	268,570	129.12	308,859	148.49
31	¹ AGM II (E.g. Power Mgmt, Generation, Leg & Reg, CFO/Admin)	230,984	111.05	288,725	138.81	332,030	159.63
32	¹ AGM III	248,290	119.37	310,378	149.22	356,928	171.60
23	¹ ASSISTANT CONTROLLER	129,501	62.26	161,886	77.83	186,160	89.50
25	¹ ASSISTANT MANAGER: INFORMATION SERVICES	149,656	71.95	187,075	89.94	215,134	103.43
6E	¹ ASSISTANT, STUDENT I	31,200	15.00	36,462	17.53	41,933	20.16
6F	¹ ASSISTANT, STUDENT II	36,234	17.42	45,302	21.78	52,083	25.04
6G	¹ ASSISTANT, STUDENT III	45,032	21.65	56,306	27.07	64,750	31.13
6H	¹ ASSISTANT, STUDENT IV	52,021	25.01	65,042	31.27	74,797	35.96
14	¹ COMPUTER TECHNOLOGY ANALYST	67,558	32.48	84,427	40.59	97,094	46.68
17	¹ COMPUTER TECHNOLOGY ANALYST I	83,907	40.34	104,894	50.43	120,619	57.99
19	¹ COMPUTER TECHNOLOGY ANALYST II	96,970	46.62	121,222	58.28	139,402	67.02
21	¹ COMPUTER TECHNOLOGY ANALYST III	112,070	53.88	140,088	67.35	161,096	77.45
23	¹ COMPUTER TECHNOLOGY ANALYST IV	129,501	62.26	161,886	77.83	186,160	89.50
20	¹ ENERGY RESOURCE ANALYST III	104,250	50.12	130,312	62.65	149,864	72.05
16	¹ ENERGY RESOURCE ANALYST I	78,062	37.53	97,573	46.91	112,216	53.95
18	¹ ENERGY RESOURCE ANALYST II	90,210	43.37	112,757	54.21	129,667	62.34
23	¹ ENERGY RESOURCE ANALYST IV	129,501	62.26	161,886	77.83	186,160	89.50
16	¹ ENGINEER I	78,062	37.53	97,573	46.91	112,216	53.95
18	¹ ENGINEER II	90,210	43.37	112,757	54.21	129,667	62.34
20	¹ ENGINEER III	104,250	50.12	130,312	62.65	149,864	72.05
23	¹ ENGINEER IV	129,501	62.26	161,886	77.83	186,160	89.50
24	¹ ENGINEER V: SUPERVISING /PLANT	139,214	66.93	174,034	83.67	200,138	96.22
20	¹ ENVIRONMENTAL, HEALTH & SAFETY SPECIALIST	104,250	50.12	130,312	62.65	149,864	72.05
16	¹ EXECUTIVE ASSISTANT	78,062	37.53	97,573	46.91	112,216	53.95
32	¹ GENERAL COUNSEL	248,290	119.37	310,378	149.22	356,928	171.60
36	¹ GENERAL MANAGER	331,594	159.42	414,502	199.28	476,674	229.17
16	¹ GEOLOGIST I	78,062	37.53	97,573	46.91	112,216	53.95
18	¹ GEOLOGIST II	90,210	43.37	112,757	54.21	129,667	62.34
20	¹ GEOLOGIST III	104,250	50.12	130,312	62.65	149,864	72.05
23	¹ GEOLOGIST IV	129,501	62.26	161,886	77.83	186,160	89.50
24	¹ GEOLOGIST V	139,214	66.93	174,034	83.67	200,138	96.22
16	¹ GOVERNMENT RELATIONS REPRESENTATIVE I	78,062	37.53	97,573	46.91	112,216	53.95
18	¹ GOVERNMENT RELATIONS REPRESENTATIVE II	90,210	43.37	112,757	54.21	129,667	62.34
20	¹ GOVERNMENT RELATIONS REPRESENTATIVE III	104,250	50.12	130,312	62.65	149,864	72.05
22	¹ GOVERNMENT RELATIONS REPRESENTATIVE IV	120,474	57.92	150,592	72.40	173,181	83.26
16	¹ HUMAN RESOURCES ANALYST I	78,062	37.53	97,573	46.91	112,216	53.95
18	¹ HUMAN RESOURCES ANALYST II	90,210	43.37	112,757	54.21	129,667	62.34
20	¹ HUMAN RESOURCES ANALYST III	104,250	50.12	130,312	62.65	149,864	72.05
13	¹ HUMAN RESOURCES ASSISTANT	62,837	30.21	78,541	37.76	90,334	43.43
27	¹ HUMAN RESOURCES DIRECTOR	172,952	83.15	216,195	103.94	248,622	119.53
25	¹ HUMAN RESOURCES MANAGER	149,656	71.95	187,075	89.94	215,134	103.43
13	¹ LEGISLATIVE PROGRAM ASSISTANT	62,837	30.21	78,541	37.76	90,334	43.43
27	¹ MANAGER, INFORMATION SERVICES	172,952	83.15	216,195	103.94	248,622	119.53
27	¹ MANAGER, INFORMATION SERVICES & POWER SETTLEMENTS	172,952	83.15	216,195	103.94	248,622	119.53
29	¹ MANAGER, PLANT	199,867	96.09	249,829	120.11	287,310	138.13

NORTHERN CALIFORNIA POWER AGENCY
ADMINISTRATIVE GENERAL WAGE STRUCTURE
Projected January 1, 2023

GRADE	JOB CLASSIFICATION/JOB FAMILY	MINIMUM		CONTROL POINT		CTRL PT PLUS 15%	
		ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
25 ¹	MANAGER, REGULATORY PROGRAM	149,656	71.95	187,075	89.94	215,134	103.43
26 ¹	MANAGER, RELIABILITY COMPLIANCE	160,888	77.35	201,115	96.69	231,275	111.19
17 ¹	MATERIALS/WAREHOUSE COORDINATOR I	83,307	40.34	104,894	50.43	120,619	57.99
19 ¹	MATERIALS/WAREHOUSE COORDINATOR II	96,970	46.62	121,222	58.28	139,402	67.02
7 ¹	OFFICE ASSISTANT I	40,706	19.57	50,898	24.47	58,531	28.14
9 ¹	OFFICE ASSISTANT II	47,050	22.62	58,822	28.28	67,642	32.52
16 ¹	POWER SETTLEMENTS ANALYST I	78,062	37.53	97,573	46.91	112,216	53.95
18 ¹	POWER SETTLEMENTS ANALYST II	90,210	43.37	112,757	54.21	129,667	62.34
20 ¹	POWER SETTLEMENTS ANALYST III	104,250	50.12	130,312	62.65	149,864	72.05
25 ¹	POWER SETTLEMENTS MANAGER	149,656	71.95	187,075	89.94	215,134	103.43
23 ¹	SCHEDULER/PLANNER, POWER	129,501	62.26	161,886	77.83	186,160	89.50
23 ¹	SENIOR COMPUTER TECH. ANALYST, POWER (E.g. BILLING)	129,501	62.26	161,886	77.83	186,160	89.50
18 ¹	SHAREPOINT ADMINISTRATOR	90,210	43.37	112,757	54.21	129,667	62.34
4 ¹	STUDENT HELPER (OFFICE/PLANT)	32,781	15.76	40,976	19.70	47,112	22.65
27 ¹	SUPERINTENDENT, GENERATION RESOURCES	172,952	83.15	216,195	103.94	248,622	119.53
22 ¹	SUPERVISOR I, POWER SETTLEMENTS	120,474	57.92	150,592	72.40	173,181	83.26
20 ¹	SUPERVISOR I, (CHEMICAL, GENERAL SERVICES)	104,250	50.12	130,312	62.65	149,864	72.05
24 ¹	SUPERVISOR II, (PLANT, ENERGY RISK, ENGINEERING)	139,214	66.93	174,034	83.67	200,138	96.22
27 ¹	SUPERVISOR III, (POWER MGT., COORD. OP, REG/ENV COMP, ENGR)	172,952	83.15	216,195	103.94	248,622	119.53
27 ¹	TREASURER-CONTROLLER	172,952	83.15	216,195	103.94	248,622	119.53
HEA ²	HYDRO TECH APPRENTICE	77,667	37.34	106,163	51.04		
HEA ²	HYDRO TECH	114,650	55.12	148,346	71.32		
HEA ²	HYDRO TECH - DESIGNATED SKILLS	159,016	76.45	159,016	76.45		
HEA ²	HYDRO TECH OPERATOR	155,792	74.90	155,792	74.90		
HEA ²	HYDRO TECH OPERATOR - DESIGNATED SKILLS	166,962	80.27	166,962	80.27		
IBEW ²	CT SPECIALIST I - VI	108,742	52.28	162,053	77.91		
IBEW ²	CT SPECIALIST - LEAD	158,662	76.28	170,144	81.80		
IBEW ²	CT SPECIALIST I - V (OPERATORS)	111,301	53.51	154,710	74.38		
IBEW ²	CT SPECIALIST I - V (OPERATORS) LEAD	162,448	78.10	162,448	78.10		
IBEW ²	MECHANIC OPERATOR I - V	108,742	52.28	142,147	68.34		
IBEW ²	MECHANIC OPERATOR - LEAD	149,240	71.75	149,240	71.75		
IBEW ²	OPERATOR TECHNICIAN I - V	111,301	53.51	149,344	71.80		
IBEW ²	OPERATOR TECHNICIAN - LEAD	156,811	75.39	156,811	75.39		
IBEW ²	STOREKEEPER I - V	73,736	35.45	88,442	42.52		
IBEW ²	TECHNICIAN CHEMICAL/PERFORMANCE	134,597	64.71	134,597	64.71		
IBEW ²	TECHNICIAN OPERATOR I - VI	108,742	52.28	161,387	77.59		
IBEW ²	TECHNICIAN OPERATOR - LEAD	157,976	75.95	169,458	81.47		
³	SCHEDULE COORDINATOR I	77,792	37.40	103,875	49.94		
³	SCHEDULE COORDINATOR II	109,325	52.56	126,589	60.86		
³	SCHEDULE COORDINATOR III	132,558	63.73	153,192	73.65		
³	SYSTEM DISPATCHER	120,786	58.07	169,042	81.27		
³	SYSTEM DISPATCHER, LEAD	132,558	63.73	177,507	85.34		

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Note¹ Non-union employees whose salaries exceed the control may be granted a lump sum merit increase which is not added to base pay.

Note² 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.

Note³ Schedule Coordinators and Dispatchers receive overtime, relief pay in addition to step increases.

**Northern California Power Agency
Analysis of Working Capital Requirements
FY 2023 Budget**

	30 Days Working Capital						Add'l Rqmnt (Excess Rqmnt)	Memorandum Only 45 Days Working Capital
	Annual Budget Cost	Proposed (A)	FYE 2022 Balance					
			From Bonds	Operations	Total			
<u>GENERATION RESOURCES</u>								
Hydroelectric	\$ 52,319,031	\$ 4,198,533		\$ 3,981,839	\$ 3,981,839	\$ 216,694	\$ 6,450,291	
Geothermal	41,550,180	\$ 3,365,428		3,293,996	3,293,996	71,432	5,122,625	
Combustion Turbine No. 1	5,601,571	\$ 346,204		507,400	507,400	(161,196)	690,605	
Combustion Turbine No. 2 (STIG)	10,361,273	\$ 676,097		669,299	669,299	6,798	1,277,417	
Lodi Energy Center (F)	139,187,568			-	-	-		
Member Resource - Energy (B)	63,023,617			-	-	-		
Member Resource - Gas (B)	2,474,390			-	-	-		
Western Resource (C)	26,100,435			-	-	-		
NCPA Contracts & Market Power Purchases	35,533,176			-	-	-		
Load Aggregation Costs - CAISO (G)	467,468,943			-	-	-		
Net GHG Obligations (H)	-			-	-	-		
	843,620,182	\$ 8,586,263	-	8,452,535	8,462,535	133,728		
<u>TRANSMISSION</u>								
Hydroelectric	3,195,012	\$ 262,604		246,618	246,618	15,985	393,906	
Geothermal Plant	82,803	\$ 6,806		6,728	6,728	78	10,209	
ISO (D)	168,782,370			-	-	-		
	172,060,185	\$ 269,409	-	253,346	253,346	16,063		
<u>MANAGEMENT SERVICES</u>								
Legislative Representation	2,231,485	\$ 183,410		172,716	172,716	10,694	275,116	
Regulatory Representation	714,822	\$ 58,752		52,105	52,105	6,648	88,129	
Western Representation	722,876	\$ 59,414		57,036	57,036	2,379	89,122	
Customer Programs	614,825	\$ 50,534		39,555	39,555	10,978	75,800	
Judicial Action (E)	460,000	\$ -		-	-	-		
System Control and Load Dispatch	7,504,041	\$ 616,770		610,478	610,478	6,293	925,156	
Forecasting & Prescheduling	3,044,442	\$ 250,228		231,015	231,015	19,213	375,342	
Industrial Restructuring & Reg Affairs	438,471	\$ 36,039		34,782	34,782	1,257	54,058	
Contract Administration	1,031,800	\$ 84,805		80,104	80,104	4,701	127,208	
Green Power Project	-	\$ -		-	-	-		
Gas Purchase Program	76,674	\$ 6,302		6,639	6,639	(337)	9,453	
Market Purchase Program	112,143	\$ 9,217		9,526	9,526	(309)	13,826	
Power Management Direct Cost to Programs	(1,387,892)	\$ -		-	-	-	(171,110)	
Energy Risk Management	149,552	\$ 12,292		16,308	16,308	(4,016)	18,438	
Settlements	1,011,963	\$ 83,175		80,160	80,160	3,015	124,763	
Integrated Systems Support	405,072	\$ 33,294		25,246	25,246	8,047	49,940	
Participant Pass Through Costs	1,665,647	\$ -		-	-	-		
	18,795,921	1,484,233	-	1,415,671	1,415,671	68,562		
	\$ 1,034,476,288	\$ 10,339,905	\$ -	\$ 10,121,552	\$ 10,121,552	\$ 218,353	\$ 16,000,292	

The FY 23 working capital of \$10,339,905 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 FY23 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. No working capital considered necessary.

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

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

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

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

**Northern California Power Agency
Working Capital Deposit and FY 2023 Funding Requirement**

Participant	Total Deposit On Hand	FY 2023 Budget Funding Requirement	Additional Requirement Charge (Refund)
Alameda	\$ 1,332,566	\$ 1,333,909	\$ 1,343
BART	84,540	78,022	(6,518)
Biggs	28,325	30,067	1,742
Gridley	38,970	40,784	1,814
Healdsburg	255,475	256,377	902
Lodi	1,242,905	1,269,846	26,941
Lompoc	344,766	336,846	(7,920)
Palo Alto	1,181,690	1,238,982	57,292
Plumas Sierra	156,646	160,051	3,405
Port of Oakland	63,151	62,189	(962)
Redding	31,183	33,731	2,548
Roseville	1,096,059	1,140,586	44,527
SVP	3,653,439	3,739,971	86,532
Shasta Lake	14,040	15,613	1,573
Truckee Donner	13,078	14,589	1,511
TID	223,395	228,088	4,693
Ukiah	361,324	360,253	(1,071)
	<u>\$ 10,121,552</u>	<u>\$ 10,339,904</u>	<u>\$ 218,352</u>



Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: Approval of Exhibit C, Revision 24-1 to Contract 96-SNR-00110 (WAPA O&M Funding Commitment)

AGENDA CATEGORY: Discussion/Action

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

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

RECOMMENDATION:

Approve Resolution 22-51 approving Exhibit C, Revision 24-1 to Contract 96-SNR-00110, and authorizing the General Manager of NCPA to execute Exhibit C, Revision 24-1 to Contract 96-SNR-00110, on behalf of NCPA, including any non-substantive modifications to Exhibit C, Revision 24-1 to Contract 96-SNR-00110 approved by NCPA's General Counsel.

BACKGROUND:

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

NCPA is a party to the O&M Agreement, on behalf of certain NCPA Members who have assigned their Base Resource percentages to NCPA to administer¹ (Assigning Members). WAPA periodically requests participants to the O&M Agreement to execute revisions to the individual Customer Commitment and Contribution, or Exhibit C, which reflect allocated shares of the total funding obligation approved through the customer approval process.

FISCAL IMPACT:

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. NCPA's authority to act on behalf of the Assigning Members is provided through the Assignment Administration Agreement (AAA Agreement), which requires an affirmative vote of all Assigning Members.

Execution of Exhibit C, Revision 24-1 to Contract 96-SNR-00110 would establish a commitment by NCPA, specifically the Assigning Members, to provide funds associated with Federal Fiscal Year 2024 in the amount of \$11,918,438.68. 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.

Exhibit C, Revision 24-1 to Contract 96-SNR-00110 has been attached to this staff report for your reference.

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

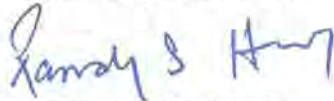
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On April 6, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-51
- Exhibit C, Revision 24-1 to Contract 96-SNR-00110

RESOLUTION 22-51

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING EXHIBIT C, REVISION 24-1 TO CONTRACT 96-SNR-00110

(reference Staff Report #159:22)

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

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

WHEREAS, NCPA is a party to the O&M Agreement, on behalf of certain NCPA Members who have assigned their Base Resource percentages to NCPA to administer¹ (Assigning Members), and WAPA periodically requests participants to the O&M Agreement to execute revisions to the individual Customer Commitment and Contribution, or Exhibit C, which reflect allocated shares of the total funding obligation approved through the customer approval process; and

WHEREAS, execution of Exhibit C, Revision 24-1 to Contract 96-SNR-00110 would establish a commitment by NCPA, specifically the Assigning Members, to provide funds associated with Federal Fiscal Year 2024 in the amount of \$11,918,438.68, and the obligation to provide funds survives termination of the O&M Agreement, but any and all future obligations would be absolved coincident with the termination of the Base Resource contract; and

WHEREAS, costs associated with this commitment will be allocated to the Assigning Members based on Western Allocation percentages, and NCPA's authority to act on behalf of the Assigning Members is provided through the Assignment Administration Agreement (AAA Agreement), which requires an affirmative vote of all Assigning Members; and

WHEREAS, on April 6, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts this resolution approving Exhibit C, Revision 24-1 to Contract 96-SNR-00110, and authorizes the General Manager of NCPA to execute Exhibit C, Revision 24-1 to Contract 96-SNR-00110, on behalf of NCPA, including any non-substantive modifications to Exhibit C, Revision 24-1 to Contract 96-SNR-00110 approved by NCPA's General Counsel.

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

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022, by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

EXHIBIT C

(Individual Customer Commitment and Contribution)

1. This Exhibit C, Revision 24-1, to be effective under and as a part of Contract 96-SNR-00110 (Agreement), shall become effective upon execution; shall terminate Exhibit C, Revision 24; and shall remain in effect until either superseded by another Exhibit C or termination of the Contract.
2. As a result of the approval of Resolution 22-01, the Northern California Power Agency (NCPA) agrees to a change to its Contribution commitment for Fiscal Year 2024. This change is reflected in the table in Section 3 below and NCPA agrees to make the following Contributions pursuant to Section 8 of the Agreement for the Fiscal Years (FY) and in the amounts specified in Column 6 of the table in Section 3 below.
3. Please specify your Contribution commitment level in Column 6.

	Column 2	Column 3	Column 4	Column 5	Column 6
FY	Fair-Share Funding Amount	Minimum Funding Amount ¹	Revision 24 Contribution Commitment Level Amount	Proposed Revision 24-1 Contribution Commitment Level Amount	Revision 24-1 Contribution Commitment Level Amount
2021	\$8,230,832.22	\$1,267,441.31	\$8,230,832.00	n/a	\$8,230,832.00
2022	\$8,588,447.97	\$1,256,598.18	\$8,588,447.97	n/a	\$8,588,447.97
2023	\$10,931,542.95	1,310,137.14	\$10,931,542.95	n/a	\$10,931,542.95
2024	\$11,918,438.68	\$1,342,016.75	n/a	\$11,918,438.68	

4. Fair-Share Funding Level amounts and Contribution commitment amounts, if any, are not shown for FYs prior to FY 2021 in the above table. For that information refer to an earlier revision of Exhibit C.
5. **Electronic Signatures:** This Exhibit C, Revision 24-1 may be executed by handwritten signature or digitally signed using Adobe Sign, Adobe E-Signature, or DocuSign. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

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

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

NORTHERN CALIFORNIA POWER AGENCY

Attest

By: _____
Title: _____

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



29 & 30

Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: CLOSED SESSION ITEMS 29-30

AGENDA CATEGORY: Closed Session

FROM:	Jane Luckhardt	METHOD OF SELECTION:
	General Counsel	N/A
Division:	Executive Services	
Department:	Legal	

29. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1) - Existing Litigation, three (3) cases:

- A. Case Name: *Northern California Power Agency, City of Redding, City of Roseville, and City of Santa Clara v. the United States*, Court of Federal Claims No. 14-817C.
- B. Case Name: *In Re PG&E Corporation and Pacific Gas and Electric Company, Debtors; United States Bankruptcy Court, Northern District of California*, Case Nos. 19-30088 (Lead Case) and 19-30089 DM.
- C. Case Name: *City of Santa Clara dba Silicon Valley Power and Northern California Power Agency, Claimants, v. California Department of Water Resources, Respondent*, American Arbitration Association, Case No. 01-22-0001-3527.

30. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2) – Anticipated Litigation – one (1) case.



Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: CLOSED SESSION ITEM 31

AGENDA CATEGORY: Closed Session

FROM:	Jane Luckhardt	METHOD OF SELECTION:
	General Counsel	N/A
Division:	Executive Services	
Department:	Legal	

31. CONFERENCE WITH LEGAL COUNSEL – THREAT TO PUBLIC SERVICES OR FACILITIES

Threat to public services or facilities pursuant to Government Code Section 54957:
Consultation with Chief Financial Officer / Assistant General Manager Administrative Services, Monty Hanks, Assistant Manager, Information Services, Christopher Carnesi, and Energy Resource Analyst II – Risk Management, Randall Kramer.



Commission Staff Report

COMMISSION MEETING DATE: April 28, 2022

SUBJECT: CLOSED SESSION ITEM 32

AGENDA CATEGORY: Closed Session

FROM:	Jane Luckhardt	METHOD OF SELECTION:
	General Counsel	N/A
Division:	Executive Services	
Department:	Legal	

32. CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property: 5034 Sunrise Blvd, Fair Oaks, California.

Agency negotiator: Randy Howard, General Manager; Monty Hanks, CFO / Assistant General Manager of Administrative Services; and Jonathan Ashcraft, Facilities Manager.

Negotiating parties: Ethan Conrad

Under negotiation: Offer Price and Terms of Payment