



651 Commerce Drive  
Roseville, CA 95678

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

# Minutes

---

**Date:** April 29, 2021  
**To:** NCPA Commission  
**From:** Cary A. Padgett, Assistant Secretary to the Commission  
**Subject:** NCPA Commission Meeting / Teleconference Minutes

---

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

Chair David Hagele called the meeting to order at 9:37 am via teleconference. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

## **2. Approve Minutes of the March 25, 2021, Regular Commission Meeting**

**Motion:** A motion was made by Jerry Serventi and seconded by Bo Sheppard to approve the Minutes of the March 25, 2021, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART and Shasta Lake were absent.*

## **PUBLIC FORUM**

No comments from the public addressed the Commission.

## **REPORTS AND COMMITTEE UPDATES**

### **3. General Manager's Business Progress Report and Update**

General Manager Randy Howard reported:

- COVID-19 restrictions continue to shift downward in cases and hospitalizations in Placer County. Sent a memo to Headquarters' employees last month announcing the Agency will transition to a voluntary telecommuting option of two days per week, which will extend through July 2, with a full-time return to work on July 6. Did have a plant employee test positive for COVID.
- The FY 22 Budget is item 26 today's agenda for approval.
- The Western Area Power Administration's hydro resource is very low and in desperate shape. The Bureau of Reclamation announced this is the third driest year on record the past 100 years and that conditions are not good leading into the summer months. The NCPA Power Management team is working with Members to ensure Members have the resources necessary. This could be a very dangerous fire season as well.

- Due to the potential of a very high fire season this summer, it is important that Members are prepared for their messaging to their customers with regards to public safety power shutoffs (PSPS).
- Assistant General Manager Tony Zimmer is with the City of Gridley staff participating on the interview panel for the City Administrator.
- In the process of scheduling Member “Road Show” visits. Will be reaching out to each Member over the next few months to schedule a meeting date.

#### **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 discussed and recommended Commission approve the 2021-2026 NCPA Strategic Plan. The Committee did recommend the suggested language addition to the motion and Resolution as follows, “with any grammatical and non-substantive changes approved by the NCPA General Manager,” which is item 28 on today’s agenda. The Committee met in Closed Session and discussed Item 29 on today’s agenda. No reportable action was taken in Closed Session. The next Committee meeting is scheduled for May 27.

#### **5. Facilities Committee**

Power Contracts and Industry Restructuring Manager Mike Whitney reported the Committee met twice since the last Commission meeting. The Committee discussed Items 13-21, 23, and 25-27 on today’s agenda. A quorum of the Committee was established, and recommend Commission approval of all items.

#### **6. Finance Committee**

Assistant General Manager / CFO Monty Hanks reported the Committee did not meet since the last Commission meeting. The next Committee meeting is scheduled for May 11, 2021.

#### **7. Legal Committee**

General Counsel Jane Luckhardt reported the Committee met twice since the last Commission meeting. The Committee met in Closed Session and discussed Items 29 and 30 on today’s agenda. No reportable action taken on those items. The Committee also discussed the Clean Fuel Reward Program Non-Disclosure Agreement development. The next Committee meeting is scheduled for May 6.

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

Vice Chair Jerry Serventi reported the Committee did meet since the last Commission meeting. The Committee heard reports from staff regarding Member and Customer Programs, Federal Affairs, Federal Power Program, and State and Regulatory Affairs. The Committee reviewed and discussed Item 22 on today’s agenda. The Committee also reviewed and discussed the First Amendment Multi-task Consulting Services Agreements for ADM Associates, Inc., Cadmus Group LLC, and Energy & Resources Solutions, Inc. Those agreements will be on the May Commission agenda for approval. A quorum of the Committee was established, and recommend Commission approval of all items. The next Committee meeting is scheduled for August 25.

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

Bob Marshall, **Plumas-Sierra**, introduced Commissioner Larry Price. This is Larry's first Commission meeting since being appointed the Commissioner.

## **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 was pulled from the Agenda for discussion. Item 10 was tabled to the May Commission meeting.

Motion: A motion was made by Suds Jain, and seconded by Jenelle Osborne to approve the Consent Calendar consisting of Items 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25. The motion carried by a majority of those members present on a roll call vote with abstentions noted below for each item. *San Francisco BART and Shasta Lake were absent.*

**10. NCPA's Financials for the Month Ended March 31, 2021** – *this item was tabled to the May 27, 2021, meeting for approval.*

**11. Treasurer's Report for the Month Ended March 31, 2021** – accept by all members.

**12. Disposal of Northern California Power Agency Surplus Property** – note and file by all members the disposal of a GE Microwave from Headquarters and scrap metal from the Lodi Energy Center. **Fiscal Impact:** This report has no direct fiscal impact to the Agency. *Redding abstained.*

**13. Resolution 21-31, ActiveReservoir, LLC – Five Year Multi-Task Consulting Services Agreement for Well Related Consulting 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 Consulting Services Agreement with ActiveReservoir, LLC, for well related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel. **Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.

**14. Resolution 21-32, Allied Power Group, LLC (APG) – Five Year (With Four, Five-Year Options to Extend for a Total Contract Length of Twenty-Five Years) Maintenance Management Program Agreement for Gas Turbine Preventative Maintenance; Applicable to the following: All Northern California Power Agency (NCPA) Facilities (Except the Lodi Energy Center) and NCPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Maintenance Management Program Agreement with Allied Power Group, LLC (APG) for gas turbine preventative maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel. **Fiscal Impact:** NCPA has forecasted the cost of this Agreement Not-to-Exceed \$6,300,000 for the initial five-year term, with subsequent approvals required for any option extension. The forecast was based on the projected starts, maintenance interval and escalation factor. It additionally contains allowance for 25% extra work for findings in the field. Maintenance costs include the Annual Charge, Combustor Inspections, Hot Gas Paths and Major Inspections. Service costs will be escalated annually based on Consumer Price Index curve CUUR0000SA0. The costs of the agreement have been reflected in the FY22 budget presented to the Facilities Committee on February 10, 2021.

- 15. Resolution 21-33, Black & Veatch Corporation - First Amendment to Five Year Multi-Task Professional Services Agreement for Consulting Services Related to Project Support and Plant Operations; 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 Professional Services Agreement with Black & Veatch Corporation for consulting services related to project support and plant operations, with any non-substantial changes recommended and approved by the NCPA General Counsel or her designee, extending the agreement expiration date from May 26, 2021, to November 26, 2021.  
**Fiscal Impact:** Upon execution, the total cost of the agreement will remain unchanged at not to exceed \$1,500,000 over the remainder of the contract term.
- 16. Resolution 21-34, K&A Engineering Consulting, P.C. – Five Year Multi-Task Professional Services Agreement for Engineering Consulting Services Related to Electric Power Generation and Delivery; 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 Professional Agreement with K&A Engineering Consulting, P.C., for engineering consulting services related to electric power generation and delivery, with any non-substantial changes recommended and approved by the NCPA General Counsel.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.
- 17. Resolution 21-35, EvapTech, Inc. – Five Year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies for Cooling Tower Services and Materials; 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 and Agreement for Purchase of Equipment, Materials and Supplies with EvapTech, Inc., for cooling tower services and materials, with any non-substantial changes recommended and approved by the NCPA General Counsel.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$3,000,000 over five years.
- 18. Resolution 21-36, Delta Tech Service, Inc. – Five Year Multi-Task General Services for Inspection, Chemical Cleaning, and Decontamination Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Delta Tech Service, Inc., for inspection, chemical cleaning, and decontamination services, with any non-substantial changes recommended and approved by the NCPA General Counsel.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.  
*Redding abstained.*
- 19. Resolution 21-37, Southern Counties Lubricants, LLC, First Amendment to Five Year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies for Oil Analysis, Filtration Services, and Purchase of Miscellaneous Lubricants; Applicable to the following: All Northern California Power Agency (NCPA) Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services and Agreement for Purchase of Equipment, Materials and Supplies with Southern Counties Lubricants, LLC, for oil analysis and related supplies, on-site and off-site oil filtration services, and the purchase of miscellaneous lubricants, with any non-substantial changes recommended and approved by the NCPA General Counsel.

**Fiscal Impact:** Upon execution, the total not to exceed amount of the agreement will increase from \$225,000 to \$1,500,000 over the remainder of the contract term.

*Redding abstained.*

- 20. Resolution 21-38, Quantum Spatial, Inc. dba NV5 Geospatial – Five Year Multi-Task General Services Agreement for Transmission and Distribution Line Modeling, Inspection and Mapping 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 Quantum Spatial, Inc. dba NV5 Geospatial for transmission and distribution line modeling, inspection and mapping services, with any non-substantial changes recommended and approved by the NCPA General Counsel.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$2,000,000 over five years.
- 21. Resolution 21-39, Syblon Reid – Five Year Multi-Task General Services Agreement for Routine, Recurring and Usual General Construction 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 Syblon Reid for routine, recurring and usual general construction maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$5,000,000 over five years.
- 22. Resolution 21-41, Association Management Solutions, LLC., First Amendment to Three Year Multi-Task Consulting Services Agreement for conference and event planning 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 member authorizing the General Manager or his designee to enter into a First Amendment to the Three Year Multi-Task Consulting Services Agreement with Association Management Solutions (AMS), LLC, to extend the terms of the agreement for six months beginning June 11, 2021, through December 11, 2021, for conference and event planning services to support the Annual Conference and Federal Policy Conference.  
**Fiscal Impact:** Upon execution, the total not to exceed amount of the agreement will remain unchanged at the not to exceed amount of \$450,000.
- 23. Resolution 21-43, Approval of Exhibit C, Revision 23-1 to Contract 96-SNR-00110** – adopt resolution by all members approving Exhibit C, Revision 23-1 to Contract 96-SNR-00110, and authorizing the General Manager of NCPA to execute Exhibit C, Revision 23-1 to Contact 96-SNR-00110, on behalf of NCPA, including any non-substantive modifications to Exhibit C, Revision 23-1 to Contract 96-SNR-00110 approved by NCPA's General Counsel.  
**Fiscal Impact:** Pursuant to Commission Resolution 19-33, NCPA previously committed to provide funds associated with federal fiscal year 2023 in amount of \$10,931,542.95, but due to revisions in projected project needs, NCPA's commitment to provide funds associated with federal fiscal year 2023, as set forth in Exhibit C, Revision 23-1 to Contract 96-SNR-00110, will increase to \$11,641,074.05.

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 23-1 to Contract 96-SNR-00110 would establish a commitment by NCPA, specifically the Assigning Members, to provide funds associated with Federal Fiscal Year 2023 in the amount of \$11,641,074.05. 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 23-1 to Contract 96-SNR-00110 has been attached to this staff report for your reference.

*Redding, Roseville, Santa Clara, and Truckee Donner abstained.*

- 24. Resolution 21-45, Approval of an Amendment to Facilities Agreement Facilities Schedule 7 –** adopt resolution by all members approving an amendment to Facilities Agreement Facilities Schedule 7, to enable NCPA to procure RA Substitute Capacity consistent with the procedures described in the proposed amendment, including any non-substantive modifications approved by NCPA's General Counsel.

**Fiscal Impact:** Project Costs incurred by NCPA for purchasing RA Substitute Capacity shall be allocated to Project Participants in proportion to the amount of Project Capacity that is committed by a Project Participant as Resource Adequacy Capacity, adjusted for any amounts of RA Substitute Capacity that may be self-provided by a Project Participant. NCPA's administrative costs for development and administration of the proposed amendments will be allocated to members in accordance with approved cost allocation methodologies as described the NCPA annual budget.

- 25. Resolution 21-49, Approval of Amendment No. 3 to the Services Agreement between Northern California Power Agency and the City of San José –** adopt resolution by all members approving Amendment No. 3 to the Services Agreement between NCPA and the City of San José, and authorize the General Manager of NCPA to execute Amendment No. 3 to the Services Agreement between NCPA and the City of San José, acting on behalf of NCPA, including any non-substantive modifications to Amendment No. 3 to the Services Agreement between NCPA and the City of San José approved by NCPA's General Counsel.

**Fiscal Impact:** In consideration for services to be supplied by NCPA to SJCE during the Third Term, SJCE will pay to NCPA \$668,561.00 (this amount includes a 2% escalation rate as compared to the amount of compensation paid for services rendered during the Second Term, as set forth in the Services Agreement) for services rendered during the Third Term. Pursuant to Section 12 of the Services Agreement, SJCE is required to maintain a security deposit with NCPA to mitigate the risk of default, and such security deposit amount will be adjusted as set forth in the Services Agreement.

## **DISCUSSION / ACTION ITEMS**

- 26. Resolution 21-44, Approval of Fiscal Year 2022 Annual Budget – adopt resolution by all members** approving the FY2022 Annual Budget and Working Capital and Funding Requirement as outlined in Resolution 21-44 and as detailed in the attached budgetary support and Annual Budget document.

Assistant General Manager / CFO Monty Hanks opened the discussion regarding the progress and steps taken to vet the budget through the Members and designated committees.

Treasurer-Controller Sondra Ainsworth gave a presentation and provided an overview of the FY 2022 proposed budget. The budget was vetted through each NCPA Committee and was recommended for Commission approval. The Commission discussed and asked questions. Vice Chair Jerry Serventi thanked NCPA staff for their time and effort in working through the Budget. He also mentioned that he appreciated the quick responses to the Members' comments and requests. A copy of the complete budget can be found on NCPA Connect.

Motion: A motion was made by Jerry Serventi and seconded by Bo Sheppard to adopt resolution by approving the FY2022 Annual Budget and Working Capital and Funding Requirement as outlined in Resolution 21-44 and as detailed in the budgetary support and Annual Budget document. Motion carried by a majority on a roll call vote of those members present. *San Francisco BART and Shasta Lake were absent.*

**27. Resolution 21-40, Upper Utica Dams Maintenance Project; Applicable to the following: NCPA Hydroelectric Project** – adopt resolution by all members authorizing the Upper Utica Dams Maintenance Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed \$1,000,000 from existing funds in the FY2021 and FY2022 Hydroelectric Project Budgets.

Assistant General Manager Joel Ledesma gave a presentation on the Upper Utica Dams maintenance project.

Motion: A motion was made by Suds Jain and seconded by Todd White to adopt resolution authorizing the Upper Utica Dams Maintenance Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed \$1,000,000 from existing funds in the FY2021 and FY2022 Hydroelectric Project Budgets. Motion carried by a majority on a roll call vote of those members present. *San Francisco BART and Shasta Lake were absent.*

**28. Resolution 21-42, NCPA 2021-2026 Strategic Plan** – adopt resolution by all members approving the NCPA 2021-2026 Strategic Plan, to provide direction for the Northern California Power Agency (NCPA) staff on the mission, strategies and goals for the Agency.

Randy Howard provided a verbal report and an overview of the proposed NCPA 2021-2026 Strategic Plan). The Plan was vetted through the Utility Directors and Members where through those discussions staff was able to capture the Agency's priorities. However, due to the change in Administration, did see a big shift in priorities both on the federal and state levels. The Executive Committee discussed and reviewed the Plan and recommended Commission approval with a few minor grammatical changes to the Plan, and recommended adding, "with any grammatical and non-substantive changes approved by the NCPA General Manager" to the Motion. The Commission discussed and thanked staff for their efforts in putting together the Plan.

Motion: A motion was made by Suds Jain and seconded by Jerry Serventi to adopt resolution approving the NCPA 2021-2026 Strategic Plan, to provide direction for the Northern California Power Agency (NCPA) staff on the mission, strategies and goals for the Agency with any grammatical and non-substantive changes approved by the NCPA General Manager. Motion carried by a majority on a roll call vote of those members present. *San Francisco BART and Shasta Lake were absent.*

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

### **CLOSED SESSION**

**29. 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.

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

### **RECONVENED TO OPEN SESSION**

All meeting attendees rejoined the public meeting.

### **REPORT FROM CLOSED SESSION**

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

### **NEW BUSINESS**

No new business was discussed.

### **ADJOURNMENT**

The April 29, 2021, Commission meeting was adjourned at 11:11 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 / Teleconference  
 April 29, 2021  
 COMMISSIONERS  
 Attendance List**

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

<b>MEMBER</b>	<b>NAME</b>
<b>1 - ALAMEDA</b>	Jerry Serventi
<b>2 - BIGGS</b>	Bo Sheppard
<b>3 - GRIDLEY</b>	Catalina Sanchez
<b>4 - HEALDSBURG</b>	Chair David Hagele
<b>5 - LODI</b>	Mark Chandler
<b>6 - LOMPOC</b>	Jenelle Osborne
<b>7 - PALO ALTO</b>	Dean Batchelor
<b>8 - PORT OF OAKLAND</b>	Jared Carpenter
<b>9 - PLUMAS-SIERRA REC</b>	Larry Price
<b>10 - REDDING</b>	Julie Winter
<b>11 - ROSEVILLE</b>	Todd White
<b>12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT</b>	
<b>13 - SANTA CLARA</b>	Sudhanshu Jain
<b>14 - SHASTA LAKE</b>	
<b>15 - TRUCKEE DONNER</b>	Joe Horvath
<b>16 - UKIAH</b>	Mel Grandi

**Northern California Power Agency  
Commission Meeting / Teleconference  
April 29, 2021  
Attendance List**

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

<b>NAME</b>	<b>AFFILIATION</b>
Nico Procos	Alameda
Terry Crowley	Healdsburg
Jeff Berheimer	Lodi
Bob Marshall	Plumas-Sierra
Mike Brozo	Plumas-Sierra
Basil Wong	Santa Clara
Randy Howard	NCPA
Jane Cirrincione	NCPA
Monty Hanks	NCPA
Joel Ledesma	NCPA
Jane Luckhardt	NCPA
Mike Whitney	NCPA
Cary Padgett	NCPA
Sondra Ainsworth	NCPA
Mike DeBoroli	NCPA



# CONSENT CALENDAR

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

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

## CONSENT CALENDAR ROLL-CALL APPROVAL

Commission Meeting Date: April 29, 2021

Consent Items Listed on the Agenda: # 10 to # 25  
 Consent Items Removed from the Agenda and Approved Separately:

# \_\_\_\_\_

*Item 10 - tabled to May Meeting*

## **ROLL-CALL VOTE BY MEMBERS:**

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
Biggs		Y	
Gridley		Y	
Healdsburg		Y	
Lodi		Y	
Lompoc		Y	
Palo Alto		Y	
Port of Oakland		Y	
Redding	12 18 19 23 24	Y	
Roseville	23	Y	
San Francisco BART			X
Santa Clara	23	Y	
Shasta Lake			X
Truckee Donner	23	Y	
Ukiah		Y	
Plumas-Sierra		Y	

ATTEST: *CP*  
 Cary A. Padgett, Commission Assistant Secretary

**NORTHERN CALIFORNIA POWER AGENCY  
COMMISSION ROLL CALL VOTE**

TOPIC: *Meeting Minutes*

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

Passed and adopted this 29<sup>th</sup> day of April 2021, by the above vote on roll call.

ATTEST:   
 CARY A. PADGETT  
 Commission Assistant Secretary

**NORTHERN CALIFORNIA POWER AGENCY  
COMMISSION ROLL CALL VOTE**

TOPIC: *Resolution 21-40*

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

Passed and adopted this 29<sup>th</sup> day of April 2021, by the above vote on roll call.

ATTEST:  \_\_\_\_\_  
 CARY A. PADGETT  
 Commission Assistant Secretary

**NORTHERN CALIFORNIA POWER AGENCY  
COMMISSION ROLL CALL VOTE**

TOPIC: *Resolution 21-42*

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

Passed and adopted this 29<sup>th</sup> day of April 2021, by the above vote on roll call.


ATTEST: \_\_\_\_\_  
  
 CARY A. PADGETT  
 Commission Assistant Secretary

**NORTHERN CALIFORNIA POWER AGENCY  
COMMISSION ROLL CALL VOTE**

TOPIC: *budget*  
*Reso. 21-44*

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

Passed and adopted this 29<sup>th</sup> day of April 2021, by the above vote on roll call.

ATTEST:   
 \_\_\_\_\_  
 CARY A. PADGETT  
 Commission Assistant Secretary

3

**SUPPORT SERVICES PROGRAM STATUS REPORT**

**May 18, 2021**

<b>Member Name</b>	<b>Designated Representatives</b>	<b>Confirmation NTE Amount</b>	<b>Date Approved</b>
Alameda - AMP	General Manager & AMP General Counsel	\$ 75,000	06/08/16
BART			
Biggs	Utility Director & City Attorney	\$ 125,000	08/09/16
Gridley			
Healdsburg	City Manager & City Attorney	\$ 50,000	05/06/19
Lodi	Utility Director & City Attorney NTE \$15,000; City Manager & City Attorney NTE \$20,000	\$ 20,000	09/07/16
Lompoc	Utility Director & City Attorney	\$ 125,000	11/15/16
Palo Alto	City Manager & City Attorney	\$ 85,000	06/05/17
Plumas-Sierra REC			
Port of Oakland	Executive Director & Deputy Port Attorney	\$ 150,000	04/14/16
Redding	Utility Director & City Attorney 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			

**SSPA CONFIRMATIONS EXECUTED/WORK IN PROGRESS**

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
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.



<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0214	City of Lodi	5/4/21	\$ 6,448.00	TRC Solutions, Inc.; for independent third-party evaluation of Physical Security Plan per CPUC Decision 19-01-018.
0213	City of Lodi	4/22/21	\$ 7,365.00	AESI US, Inc.; provide development of Physical Security Plan in its entirety per CPUC Decision No. 19-01-018.
0212	City of Healdsburg	4/20/21	\$ 14,525.00	AESI US, Inc.; provide development of Physical Security Plan in its entirety per CPUC Decision No. 19-01-018.
0211	City of Shasta Lake	4/20/21	\$ 10,345.00	AESI US, Inc.; provide development of Physical Security Plan in its entirety per CPUC Decision No. 19-01-018.
0210	City of Roseville		\$ 8,075.00	AESI US, Inc.; conduct independent third-party evaluation of Roseville Electric Utility's Physical Security Plan per CPUC Decision No. 19-01-108.
0208	Port of Oakland	4/7/21	\$ 59,815.00	AESI US, Inc.; provide development of Physical Security Plan in its entirety per CPUC Decision No. 19-01-018.
0207	City of Lompoc	4/5/21	\$ 14,305.87	AESI US, Inc.; provide development of Physical Security Plan in its entirety per CPUC Decision No. 19-01-018.
0206B	Truckee Donner PUD	4/5/21	\$ 6,710.00	TRC Solutions, Inc.; for independent third-party evaluation of Roseville Electric Utility's Physical Security Plan per CPUC Decision No. 19-01-108.
0206A	Truckee Donner PUD	4/5/21	\$ 35,995.00	AESI US, Inc.; provide development of Physical Security Plan in its entirety per CPUC Decision No. 19-01-018.
0205	City of Santa Clara	4/27/21	\$64,220.00	Cadmus Group LLC; review and evaluate SVP's FY21 Room Air Cleaner Program which offers rebates to residential customers for up to three ENERGY STAR certified room air cleaners.
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.

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0198	City of Redding	12/14/20	\$124,325.00	Ulteig; Consulting services for development of a 10-year distribution modernization program and associated 5-year capital improvement plan for REU.
0197	Alameda Municipal Power	12/1/20	\$ 69,380.00	Hometown Connections, Inc.; Review of AMP's organizational structure and report.
0194 Amd.	Truckee Donner PUD	10/30/20	\$149,368.69	NorCal Power Services LLC; maintenance testing on Martis Valley substation; subsequent amendment to add repair work as a result of testing.
0192	City of Redding	11/19/20	\$ 76,840.00	GDS Associates, Inc.; Services re: REU's Energy Efficiency Integrated Resource Plan with ultimate goal being the development of final report that provides recommendation of preferred portfolio, identifies potential funding sources and approximate budgets through 2030.
0189	City of Redding	10/7/20	\$ 84,305.00	Hometown Connections, Inc.; Provide strategic planning facilitation services.
0187	City of Redding	9/17/20	\$238,670.00	Katama Technologies, Inc.; Provide detailed design for Phase 1 fiber optic cabling loop between key substations. SOW includes Business Case and White Paper re cost-benefit of future commercial and residential use; full loop network design, and development of design and construction specs for Public Works RFP.
0186	Alameda Municipal Power	9/21/20	\$ 75,000.00	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.
0185	City of Santa Clara	9/14/20	\$119,822.70	Cadmus Group LLO; Energy efficiency services for SVP's Rebate Programs.
0179	Alameda Municipal Power	7/28/20	\$ 67,500.00	Cooperative Response Center; Overflow telephone solution during after-hours or outage situations FY21.
0175	City of Roseville	6/15/20	\$ 47,500.00	Energy & Resource Solutions; energy efficiency and electrification services in FY21.

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0166	City of Palo Alto	7/1/20	\$ 73,325.00	Energy & Research Solutions; energy efficiency consulting services including energy savings calculation review, rebate application review, business energy audits and technical advice.
0164	City of Palo Alto	6/16/20	\$ 51,015.00	IEC Corporation; engineering services to develop technical bid packages for electrical circuit breaker replacements at various substation sites within the City of Palo Alto.
0148	City of Santa Clara	11/1/19	\$149,01500	Flynn Resource Consultants, Inc.; support for regulatory and/or contractual issues and analysis related to CAISO, CRRs, PG&E transmission system analysis support, NERC and WECC compliance standards, and other support as requested.
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.
0110	City of Santa Clara	6/20/19	\$ 48,775.00	Cameron-Cole LLC; annual CARB greenhouse gas emissions and mandatory compliance reporting of greenhouse gas emissions; years 2018-2020.
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)**

<b>No.</b>	<b>NCPA Member</b>	<b>Date</b>	<b>Amount</b>	<b>Vendor Name &amp; Short Description</b>
0184	City of Lodi	10/23/20	\$ 52,170.00	Efficiency Services Group, LLC; Provide its "Keep Your Cool" commercial Refrigeration Program in FY21.
0178	City of Roseville	7/14/20	\$ 35,005.00	RKS Research & Consulting; conduct CMUA 2020 Statewide Residential Research and additional oversampling among Residential customers.

<b>No.</b>	<b>NCPA Member</b>	<b>Date</b>	<b>Amount</b>	<b>Vendor Name &amp; Short Description</b>
0171	City of Redding	7/13/20	\$125,000.00	Alternative Energy Systems, Inc. – continued energy efficiency and engineering support services in FY21.
0147	City of Santa Clara	1/30/20	\$150,000.00	Center for Sustainable Energy; development of an implementation level fleet electrification plan, including plan to replace city fleet vehicles with EVs and provide charging stations, estimate costs and funding sources, etc.
0144	City of Santa Clara	12/3/19	\$814,813.97	Efficiency Services Group, LLC; provide “Keep Your Cool” Commercial Refrigeration Program during FY20 and FY21.



651 Commerce Drive  
Roseville, CA 95678

phone (916) 781-3636  
fax (916) 783-7693  
web [www.ncpa.com](http://www.ncpa.com)

# Commission Staff Report

AGENDA ITEM NO.: 5

---

**Date:** May 27, 2021  
**To:** NCPA Commission  
**Subject:** May 5, 2021 Facilities Committee Meeting Minutes

---

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



651 Commerce Drive  
Roseville, CA 95678

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

# Minutes – Draft

---

**Date:** May 11, 2021  
**To:** NCPA Facilities Committee  
**From:** Carrie Pollo  
**Subject:** May 5, 2021 Facilities Committee Meeting Minutes

---

- 1. Call Meeting to Order & Roll Call** – The meeting was called to order by Committee Chair Basil Wong (Santa Clara) at 9:05 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Catalina Sanchez, and Dan Howard (Gridley), Jiayo Chiang (Lodi), CJ Berry (Lompoc), Shiva Swaminathan (Palo Alto), Mike Brozo, (Plumas-Sierra), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), Brian Schinstock (Roseville), and Willie Manuel, and Owen Goldstrom (TID). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Biggs, Healdsburg, and Ukiah were absent. A quorum of the Committee was established.

## **PUBLIC FORUM**

No public comment.

- 2. Approve minutes from the April 7, 2021 Facilities Committee meetings.**

Motion: A motion was made by CJ Berry and seconded by Catalina Sanchez recommending approval of the April 7, 2021 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 3. All NCPA Facilities, Members, SPPA – BBA USA, Inc. MTPSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with BBA USA, Inc. for NERC and WECC testing and consulting 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 SPPA and SPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

BBA USA, Inc. is a new vendor for NCPA. While BBA USA was not the winning bidder on a recent project, their bid was competitive and their bid proposal was comprehensive and detail oriented. 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. Additionally, adding this vendor will increase the pool of qualified vendors for these types of services. This enabling agreement does not commit NCPA to any expenditure of funds. NCPA has agreements in place for similar services with Kestrel Power Engineers, and General Electric (GE). A draft Commission Staff Report, and

draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by CJ Berry and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with BBA USA, Inc. for NERC and WECC testing and support 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, Gridley, Lodi, Lompoc, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

4. **All NCPA Facilities, Members, SCPPA – Mesa Associates, Inc. MTPSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Mesa Associates, Inc. for engineering consulting services, with a not to exceed 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.

Mesa Associates, Inc., is a new vendor for NCPA. 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. Additionally, adding this vendor will increase the pool of qualified vendors for these types of services. This enabling agreement does not commit NCPA to any expenditure of funds. NCPA has agreements in place for similar services with GHD, Inc., Coffman Engineers, Inc., Veizades & Associates, Inc., Nor-Cal Controls ES, Inc., and Costa Engineers, Inc. A draft Commission Staff Report, and 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 CJ Berry recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Mesa Associates, Inc. for engineering consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Lompoc, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

5. **All NCPA Facilities, Members, SCPPA – JEGO Systems First Amendment to MTCSA** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the five-year Multi-Task Consulting Services Agreement with JEGO Systems for SCADA control systems and network integrator services, increasing the not to exceed from \$225,000 to \$1,000,000, for continued 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 entered into a five year Multi-Task Consulting Services Agreement with JEGO Systems effective March 24, 2021 for an amount not to exceed \$225,000. The Geothermal Facility will be going out to bid for the Enterprise Management System (EMS) Upgrade which comprise the Effluent and Field Management Systems in FY22, and JEGO Systems is a potential bidder for this work. To ensure sufficient funds are available should JEGO be the successful bidder for this or future work, this amendment will increase the not to exceed amount from \$225,000 to \$1,000,000, for continued use at any facility owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. This enabling agreement does not commit NCPA to any expenditure of

funds. NCPA has agreements in place for similar services with Tesco Controls, Nor-Cal Controls ES, Inc., and Trimark Associates, Inc. A draft Commission Staff Report, and draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Catalina Sanchez and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with JEGO Systems for SCADA, control systems and network integrator services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$1,000,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. With recommended changes as discussed in this meeting regarding the date of execution on the staff report and resolution. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 6. NCPA Geothermal Facility – Steam Field Operations Forecast Report –** Staff provided background information and was seeking a recommendation for Commission approval of the 2021 Steam Field Operations Forecast Report, including approval regarding the market power price at which to curtail the load at the NCPA Geothermal facilities, as the Geothermal Operating Protocol effective July 1, 2021, and remaining in effect until replaced by the Commission.

The Steam Field Operations Forecast Report is an in-depth study of The Geysers Reservoir relative to the operation of NCPA's Geothermal Facility and provides a generation forecast of the facility. This report will act as the Operating Protocol with the goal of maximizing the generation output. A draft Commission Staff Report, and report were available for review. It is recommended to place this item on the Commission Consent Calendar.

The Operating Protocol currently uses a two-zone strategy with wells on the west side of the NCPA lease producing to both Plant #1, Units #1 and #2. Wells on the east side of the NCPA lease produce to Plant #2, Unit #4. This Protocol will maximize generation while allowing for scheduling flexibility and reduction of load under the proper economic conditions. For 2021, these conditions are:

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

Motion: A motion was made by Jiayo Chiang and seconded by Basil Wong recommending Commission approval authorizing the 2021 Steam Field Operations and Forecast Report dated April 2021 as the Geothermal Operating Protocol effective July 1, 2021. This Operating Protocol is to remain in effect until replaced by the Commission. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Plumas-Sierra, Port of Oakland, Redding, Roseville, Santa Clara, and TID. The motion passed.

- 7. NCPA 2021 Wildfire Mitigation Plan –** Staff presented background information and was seeking a recommendation for approval of the NCPA 2021 Wildfire Mitigation Plan, with updated revisions based on the qualified independent evaluator recommendations.

Public Utilities Code, Division 4.1, Chapter 6 Wildfire Mitigation, Code 8387 requires electric utilities to assess the risk of catastrophic wildfire posed by a utility's overhead electrical lines and equipment. In response to this requirement, NCPA created its Wildfire Mitigation Plan, to reduce



the risk of NCPA facilities igniting wildfire, including identifying preventative maintenance procedures and practices. The NCPA Wildfire Mitigation Plan was approved in the December 5, 2019 Commission Meeting.

In 2020, NCPA competitively bid and contracted with a qualified independent evaluator, Dudek, with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of this WMP. The independent evaluator issued a report (that is attached as an appendix to the WMP) stating that NCPA's WMP appropriately addressed all elements required under CPUC Section 8387 (b) (2). The independent evaluation and report were completed April 30th 2020. NCPA Commission approved the updated WMP with the qualified independent evaluator recommendations on May 28, 2020 per Resolution 20-43. In addition, NCPA submitted the WMP to the Wildfire Safety Advisory Board (WSAB) on 6/1/2020.

NCPA is now seeking Commission approval of the NCPA 2021 Wildfire Mitigation Plan, to include the recommendations provided by the qualified independent evaluator, revise the Wildfire Mitigation Plan from Version 1.1 to 1.2 to reflect recommendations, and post the Wildfire Mitigation Plan 1.2 to NCPA Website. A draft Commission Staff Report, and the WMP 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 Basil Wong recommending Commission approval for the NCPA 2021 Wildfire Mitigation Plan, with updated revisions based on the qualified independent evaluator recommendations, with any non-substantive changes as approved by the General Manager. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 8. All NCPA Facilities and NCPA Members – Bell Burnett & Edwards First Amendment to MTCSA** – Staff provided background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task Consulting Services Agreement with Bell Burnett & Edwards for financial analysis, planning advisory, generation and transmission project planning, energy efficiency and demand reduction program design, changing the vendor name to Bell Burnett & Associates, with no change to the not to exceed amount or contract term, for continued use at all facilities owned and/or operated by NCPA and NCPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

In June 2020, the Commission approved a five-year Multi-Task Consulting Services Agreement with Bell Burnett & Edwards (BB&E) effective July 2, 2020, for an amount not to exceed \$1,000,000. In January 2021, BB&E changed its name to Bell Burnett & Associates (BB&A) prompting the need for a First Amendment to the five-year Multi-Task Consulting Services Agreement. The First Amendment to this enabling agreement does not commit NCPA to any expenditure of funds. A draft Commission Staff Report, and draft First Amendment with the original agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Catalina Sanchez and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Bell Burnett & Edwards for financial analysis, planning, advisory and forecasting, generation and transmission project planning, project and program development, energy efficiency and demand reduction program design, with any non-substantial changes recommended and approved by the NCPA General Counsel, changing the vendor name to Bell Burnett & Associates (BB&A), with cleanup edits as discussed in this meeting, for continued use at all facilities owned and/or operated by NCPA and NCPA Members. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Plumas-Sierra, Port of Oakland, Redding, Roseville, Santa Clara, and TID. The motion passed.

9. **Authorize the NCPA General Manager to Execute Confirmation Number 0209 for Quantum Spatial, Inc. Services to the City of Redding/Redding Electric Utility and Issue a Corresponding Purchase Order under the NCPA Support Services Program** – Subject to approval by the Redding City Council, staff was seeking authorization for the General Manager or his designee to execute Confirmation Number 0209 for Quantum Spatial, Inc. services to the City of Redding/Redding Electric Utility and issue a corresponding purchase order under the NCPA Support Services Program Agreement. The confirmation exceeds the General Manager’s signing authority which requires Commission approval. If recommended for approval, this item will be placed on the May 27, 2021 Commission Consent Calendar.

The City of Redding became a signatory to the Northern California Power Agency (NCPA) Support Services Program Agreement (SSPA) on April 19, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA’s agreements with its vendors.

In March 2021 the City of Redding/Redding Electric Utility (REU) submitted a Member Task Request under the SSPA for Quantum Spatial, Inc. to provide LiDAR and imagery data services including remote sensing data for REU’s transmission and distribution system in the Tier 1 and Tier 2 regions to assist with vegetation management and planning. The data provided will support REU with the identification, planning, inspection, and removal of vegetation threats within the right of way. Pursuant to the Quantum Spatial, Inc. proposal, the cost for the services is \$273,872. REU requested that a ten percent (10%) contingency be added to the services proposal amount, for a total of \$301,259.

If approved, Confirmation Number 0209 states that NCPA agrees to provide the requested services through its contract with Quantum Spatial, Inc. dated effective April 29, 2021, in the amount of not-to-exceed \$301,259. With the addition of NCPA’s administrative fees, the total amount expended under the Confirmation will not exceed \$303,129.

The item will be considered by the Redding City Council at its meeting on May 4, 2021, and is subject to that approval.

Motion: A motion was made by Brian Schinstock and seconded by Basil Wong recommending Commission approval subject to approval by the Redding City Council and under the terms of the NCPA Support Services Program Agreement, approve Resolution 21-50 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0209, with any non-substantive changes as approved by the NCPA General Counsel, and issue a corresponding Purchase Order to Quantum Spatial, Inc. for remote sensing data services for Redding Electric Utility’s transmission and distribution system in the Tier 1 and Tier 2 regions to assist with vegetation management and planning. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. ABSTAIN = TID. The motion passed.

10. **NCPA Geothermal Facility – NCPA Geothermal Plant 1 Fire System Modernization Project Request for Additional Funds** – Staff presented background information and was seeking a recommendation for Commission approval an of Amendment to Resolution 20-62 for the NCPA Geothermal Plant 1 Fire System Modernization Project, increasing the total not to exceed amount of this project from \$1,800,000 to \$3,800,000, and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project, and authorization for the use of up to \$2,000,000 from the Maintenance Reserve.

The fire protection system at NCPA’s Geothermal Plant 1 is malfunctioning, unserviceable, unsupported by the manufacturer, and therefore no longer operable and out of compliance. The Plant 1 fire protection system is critical to the safety of NCPA personnel and the preservation of

plant equipment in the event of a fire. This project's objective is to modernize and meet all aspects of our California Energy Commission permit regarding fire detection, notification, and suppression.

The Fire Modernization Project was originally approved in the August 27, 2020 Commission Meeting (SR: 189:20: Res: 20-62) with a budget of not to exceed \$1,800,000. Project funds came from FY2021 Capital Project Budget of \$800,000 and Maintenance Reserve of \$1,000,000.

During the course of 3rd party inspections required by the California Energy Commission (CEC), as well as the contractor's project discovery phase, additional required work was identified, resulting in updates to the original scope for this project.

Updates to the scope include the following:

- Replacement of all pendant style sprinkler throughout the plant
- Inspection of all wet pipe sprinkler systems and provide assessment
- Replace wet pipe valves and monitoring hardware
- Extend wet pipe sprinkler system into HVAC Room
- Replace all air supply lines to deluge valves
- Replacement of CARDOX Tanks
- Replacement of high-pressure CO2 bottle system with a CO2 tank.
- Repair or replace damaged heat tracing and insulation throughout
- Repair or replace all deluge valves (includes 5-year inspection certification)
- Replace all activation stations
- Replace all main water isolation valves
- Replace valve and monitoring devices for the fire pump building

This amendment will result in a multi-year project spanning FY2021 and FY2022. The updated total not to exceed is \$3,800,000. \$3,000,000 of these funds will come from the Maintenance Reserve.

The Plant 1 Fire System Modernization Project additional scope forecast is shown below.

- Contractor's Proposed Project Cost = \$1,694,215.00
- 15% Contingency = \$254,132
- CEC Reviews and Inspections = \$40,000
- **Additional Project Authorization Total = \$2,000,000.00**

Unrelated to this project, the FY2022 Unit 4 Overhaul has been moved to Fall of FY2023 due to incorporating recommendations from a root cause analysis that is in progress. This root cause analysis was associated with the spring 2020 Unit 4 Turbine Rotor Blade Shifting outage that resulted in a turbine swap. Those recommendations are required to ensure an appropriate scope of work to ensure reliability. This Unit 4 Overhaul timing change provides for adequate balance of funds of Maintenance Reserve to fund this increase request. Continued collections will result in adequate funds for the Unit 4 Overhaul in the Fall of FY2023.

Motion: A motion was made by Mike Brozo and seconded by Basil Wong recommending Commission approval of an Amendment to Resolution 20-62 for the NCPA Geothermal Plant 1 Fire System Modernization Project, increasing the total not to exceed amount of this project from \$1,800,000 to \$3,800,000, and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project, with any non-substantive changes as approved by General Counsel, and authorization for the use of up to \$2,000,000 from the Maintenance Reserve. A vote was taken by roll call: YES = Alameda, Gridley,

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

## **INFORMATIONAL ITEMS**

### **11. New Business Opportunities** – Staff provided an update regarding new business opportunities.

**South Sutter Water District (Camp Far West)** – A PPA is currently being developed for this resource.

**SFWPA (South Feather Hydroelectric)** – The final PPA is under development. Next will be development of a Third Phase Agreement, with Member subscriptions, and refinement to compensation mechanism.

**Glover Solar** – Parties are currently working on a price refresh for this resource.

**McCloud Solar 1 and McCloud Solar 2** – A PPA is under development for the 136MW project. SVP and Redding are interested in this project.

**NCPA Renewables RFP** – A couple new projects are being considered. Black Butte Hydro Powerhouse is being researched west of the town of Paradise. Biggs has shown interest in this project. Another new project, in the Northeast corner of CA in Sunrise Valley is being discussed, engaged in conversations, and exploring partnership in a Phase 1 Project.

### **12. 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 April. There was however, one near miss, when an employee used an air monitor that had an expired calibration to enter a confined space. Staff is preparing for the 2021 fire season, and attended a CAL FIRE meeting in Healdsburg for fire preparation. The average net generation for April was 95.6 MW. Fiscal year net generation is at 648.4 GWh, 5.4% above target generation. The Plant 1 Fire Protection and HVAC Projects continue. The engineering as started for the Plant 2 Fuel Tank Replacement. The P-1 Well was tested for the Steam Field Idle Well Program on April 24, 2021, and performed well.

**CTs** – April was a quiet month for the CTs, with zero forecasted starts for both CT1 and CT2. CT1 had five actual starts, and three ghost starts bringing the FYTD total to 219. CT2 did not have any starts this month with the FYTD total still at 98 starts. There were no forced outages. Planned outages included STIG for routine work, and to fix a boiler leak.

**Hydro** – The Hydro plant suffered snow cat difficulties during the winter 2021. Options considered were to rent another snow cat, early snow removal and plowing, helicopter access, or a side by side with tracks. Buying a side-by-side with tracks was the best option. Inspection of all hardware, vegetation, and easement of the 230 kV line has been completed with vegetation contractors following closely behind the NCPA crews. Union and Utica Reservoirs are full and spilling. Lake Alpine is also filling but still has a long way to go to reach capacity. New Spicer Meadow is 45% full, and currently increasing at 5,000 acre-feet per week. It's uncertain how long the runoff will last this year before tapering off. Recruitment is ongoing for two key technical positions including a Communications Technician, and an Electrical Technician. Preparation for the recreation season is underway with extensive coordination and meetings with the USFS. Routine O&M included the Collierville jet rebuild and seal replacement and the Collierville tail water depression blow housing re-insulation.

### 13. Planning and Operations Update –

- **Current resource integration activities include:**
  - Altamont Wind (EBCE) – May 31, 2021
  - SFWPA (Members) – January 1, 2022
  - Sky River Wind (BART) – September 1, 2021
  - Slate 1 Solar (BART) – October 31, 2021
  - Ukiah Mendocino Hydro (Ukiah) - Ongoing
  - Tulare Solar (EBCE) – December 31, 2021
  - Antelope Solar (NCPA) – December 1, 2021
- **Summer 2021 Readiness** – CEC Workshop
- **Meter Maintenance Requirements** – The prior Member load Meter Maintenance Program has expired. Current meter maintenance falls under a MTPSA on a time and material basis. The primary vendor has indicated the need to establish a longer term arrangement for meter support services, including maintenance of generation facility metering equipment, and maintenance of LEC and the Collierville RIG. Meter maintenance scope of services should include planned meter maintenance services, equipment failure services, troubleshooting, diagnostics, and repair services.
- **Collierville Dual Unit Outage** – The Facilities Schedule 7 Amendment has been approved. Next steps include a coordination meeting with Project Participants, issue a solicitation seeking approximately 124MW of Substitute RA, adjusted for self-provided amounts, and review offers with Project Participants. If no offers are received then explore alternative options.

**14. Schedule next meeting date** – The next regular Facilities Committee meeting is scheduled for June 2, 2021.

Non-essential Members and NCPA staff left the meeting for the closed session discussion Item #15.

#### **CLOSED SESSION**

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

#### **RECONVENED TO OPEN SESSION**

All meeting attendees rejoined the public meeting.

#### **REPORT FROM CLOSED SESSION**

*Closed Session Disclosure:* General Counsel Jane Luckhardt stated no reportable action was taken on the closed session Item #15.

#### **ADJOURNMENT**

The meeting was adjourned at 12:59 pm by the Committee Chair.

## Teleconference call only due to Covid19

### Northern California Power Agency May 5, 2021 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	

# Remote Zoom Call

**Northern California Power Agency  
 May 5, 2021 Facilities Committee Meeting  
 Attendance List**

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

<u>NAME</u>	<u>AFFILIATION</u>
Carrie Palo	NCPA
Tony Zimmer	"
Monty Hankis	"
Joel Redesma	"
Jane Huckhardt	"
Randy Howard	"
Jeremy Lawson	"
Jake Eymann	"
Marc Pelletier	"
Ed Voge	"



# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** March 31, 2021 Financial Report (unaudited)

**AGENDA CATEGORY:** Consent

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

**IMPACTED MEMBERS:**

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

*If other, please specify*

---



---



**RECOMMENDATION:**

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending March 31, 2021.

**NOTICE:**

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the May 27, 2021 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, 2021 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, 2021 Financial Report

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

**Schedule of Disbursements  
(Unaudited)**

**For the Month of March 2021**

**Operations:**

<b>Geothermal</b>	<b>\$</b>	<b>1,448,545</b>
<b>Hydroelectric</b>		<b>3,101,577</b>
<b>CT#1 Combustion Turbines</b>		<b>406,150</b>
<b>CT#2 STIG</b>		<b>864,767</b>
<b>Lodi Energy Center</b>		<b>8,381,649</b>
<b>NCPA Operating</b>		<b>54,823,401</b>
<b>Total</b>	<b>\$</b>	<b><u>69,026,089</u></b>

NORTHERN CALIFORNIA POWER AGENCY  
 REPORT OF BUDGET VS. ACTUAL COST  
 FOR THE PERIOD ENDED MARCH 31, 2021

PERCENT OF YEAR ELAPSED 75%
-----------------------------------

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
<b>GENERATION RESOURCES</b>					
<b>NCPA Plants</b>					
Hydroelectric					
Other Plant Cost	\$ 1,698,773	\$ 14,215,044	\$ 20,872,106	68%	
Debt Service (Net)	2,782,355	25,041,197	33,388,263	75%	
Annual Budget Cost	4,481,128	39,256,241	54,260,369	72%	
Geothermal					
Other Plant Cost	3,151,544	23,583,041	30,610,931	77%	
Debt Service (Net)	412,538	3,712,846	4,950,461	75%	
Annual Budget Cost	3,564,082	27,295,887	35,561,392	77%	
Combustion Turbine No. 1	627,044	4,867,044	7,883,578	62%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	383,004	1,887,445	910,006	207%	(a)
Other Plant Cost	183,592	2,040,529	2,252,911	91%	(a)
Debt Service (Net)	402,180	3,619,621	4,826,162	75%	
Annual Budget Cost	968,776	7,547,595	7,989,079	94%	
Lodi Energy Center					
Fuel	2,871,595	24,928,144	32,955,703	76%	
Other Plant Cost	1,819,635	17,233,133	33,571,561	51%	
Debt Service (Net)	2,168,653	19,517,876	26,023,835	75%	
Annual Budget Cost	6,859,883	61,679,153	92,551,099	67%	
Member Resources - Energy	4,616,385	43,405,923	60,055,852	72%	
Member Resources - Natural Gas	128,308	2,391,423	2,442,174	98%	(b)
Western Resources	2,158,085	19,508,451	29,869,636	65%	
Market Power Purchases	2,942,749	26,651,335	27,422,650	97%	(c)
Load Aggregation Costs - CAISO	51,299,702	567,143,516	250,995,102	226%	(d)
Net GHG Obligations	-	1,209,770	-	N/A	
	<b>77,646,142</b>	<b>800,956,338</b>	<b>569,030,931</b>	<b>141%</b>	
<b>TRANSMISSION</b>					
<b>Independent System Operator</b>					
Grid Management Charge	589,132	5,641,544	2,674,231	211%	(e)
Wheeling Access Charge	8,465,271	79,021,391	112,666,513	70%	
Ancillary Services	1,814,040	15,508,280	3,750,031	414%	(f)
Other ISO Charges/(Credits)	512,899	(2,718,573)	935,326	-291%	(g)
	<b>11,381,342</b>	<b>97,452,642</b>	<b>120,026,101</b>	<b>81%</b>	
<b>MANAGEMENT SERVICES</b>					
<b>Legislative &amp; Regulatory</b>					
Legislative Representation	121,090	1,180,481	2,180,121	54%	
Regulatory Representation	57,558	540,430	715,280	76%	
Western Representation	48,215	432,916	716,059	60%	
Customer Programs	29,439	307,722	476,652	65%	
Judicial Action	101,885	483,777	460,000	105%	(h)
<b>Power Management</b>					
System Control & Load Dispatch	470,834	4,605,776	6,765,755	68%	
Forecasting, Planning, Prescheduling & Trading	270,628	2,150,993	2,934,342	73%	
Industry Restructuring & Regulatory Affairs	31,766	303,253	425,152	71%	
Contract Admin, Interconnection Svcs & External Affairs	73,618	726,326	999,897	73%	
Gas Purchase Program	2,959	43,561	81,738	53%	
Market Purchase Project	6,048	65,564	117,239	56%	

Management Services continued on next page

NORTHERN CALIFORNIA POWER AGENCY  
 REPORT OF BUDGET VS. ACTUAL COST  
 FOR THE PERIOD ENDED MARCH 31, 2021

PERCENT OF YEAR ELAPSED 75%
-----------------------------------

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
Energy Risk Management	7,519	181,032	229,845	79%	(i)
Settlements	39,434	497,375	923,646	54%	
Integrated Systems Support	3,789	133,071	266,055	50%	
Participant Pass Through Costs	85,746	979,062	1,590,641	62%	
Support Services	171,329	1,623,356	-	N/A	
	<b>1,521,857</b>	<b>14,254,695</b>	<b>18,882,422</b>	<b>75%</b>	
<b>TOTAL ANNUAL BUDGET COST</b>	<b>90,549,341</b>	<b>912,663,675</b>	<b>707,939,454</b>	<b>129%</b>	
<b>LESS: THIRD PARTY REVENUE</b>					
Plant ISO Energy Sales	7,400,962	93,952,865	105,258,271	89%	(j)
Member Resource ISO Energy Sales	1,663,752	24,157,458	26,421,509	91%	(k)
Member Owned Generation ISO Energy Sales	5,103,871	65,363,221	69,679,260	94%	(l)
Customer Owned Generation ISO Energy Sales	10,851	54,487	-	N/A	
NCPA Contracts ISO Energy Sales	1,925,518	18,350,203	18,914,977	97%	(m)
Western Resource Energy Sales	824,728	18,511,544	17,480,649	106%	(n)
Load Aggregation Energy Sales	27,918,292	260,498,565	-	N/A	
Ancillary Services Sales	670,573	6,644,201	3,988,092	167%	(o)
Transmission Sales	9,198	82,782	110,376	75%	
Western Credits, Interest and Other Income	10,180,660	132,869,155	34,901,791	381%	(p)
	<b>55,708,405</b>	<b>620,484,481</b>	<b>276,754,925</b>	<b>224%</b>	
<b>NET ANNUAL BUDGET COST TO PARTICIPANTS</b>	<b>\$ 34,840,936</b>	<b>\$ 292,179,194</b>	<b>\$ 431,184,529</b>	<b>68%</b>	

- (a) Increase in costs due to greater than projected MWhs of generation. CT2 is at 832% of budgeted MWhs at 3/31/21. Fuel costs, CA ISO charges, and variable costs have increased as a result of increased generation.
- (b) Variance caused by greater than anticipated natural gas purchases for Biggs, Gridley, Healdsburg, Lodi, Lompoc, and Ukiah.
- (c) Increase due to higher than anticipated market purchases and price per Mwh.
- (d) Increase due to unbudgeted costs related to East Bay Community Energy, San Jose Clean Energy, and Sonoma Clean Power. Additionally, the CAISO market experienced historically high day-ahead market prices for several days during the August heatwave. Prices peaked at nearly \$1000/MWh. Typical prices are around \$35/MWh. NCPA load quantities also increased in response to the heatwave.
- (e) Increase due to unbudgeted costs related to East Bay Community Energy, San Jose Clean Energy, and Sonoma Clean Power. Additionally, GMC rates are volumetric and charges went above budget with increased load quantities during August heatwave.
- (f) Increase due to unbudgeted costs related to East Bay Community Energy, San Jose Clean Energy, and Sonoma Clean Power. Additionally, during the August heatwave the CAISO faced significant deficiencies in operating reserves (Ancillary Services). This scarcity drove up the cost of Ancillary Services well above typical rates.
- (g) Increase due to unbudgeted revenues related to NCPA Pool and customers, primarily due to CRR revenue and other CAISO settlement credits.
- (h) Increase relates to unbudgeted costs for privileged and confidential legal matters.
- (i) Increase relates to the payment of a full year of Moody's Analytics service. Budget variance expected to levelize through the end of the year.
- (j) Much of NCPA's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (k) Members' generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (l) Members' generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (m) Increase due to high market prices from August through October.
- (n) Western's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (o) Increase due to August through October heat events and continued stronger than normal CAISO market. Heat events have an impact on energy prices and costs/revenues as well as Ancillary Services.
- (p) Variance caused by unbudgeted revenue from customers.

**COMBINED STATEMENTS OF NET POSITION**

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

**UNAUDITED**

	March 31,	
	2021	2020
ASSETS	(in thousands)	
CURRENT ASSETS		
Cash and cash equivalents	\$ 20,895	\$ 26,658
Investments	45,856	56,030
Accounts receivable		
Participants	219	2,823
Other	1,087	629
Interest receivable	275	475
Inventory and supplies	6,049	8,891
Prepaid expenses	8,656	2,779
TOTAL CURRENT ASSETS	<u>83,037</u>	<u>98,285</u>
RESTRICTED ASSETS		
Cash and cash equivalents	49,834	60,120
Investments	199,907	167,407
Interest receivable	594	749
TOTAL RESTRICTED ASSETS	<u>250,335</u>	<u>228,276</u>
ELECTRIC PLANT		
Electric plant in service	1,494,367	1,508,189
Less: accumulated depreciation	(1,040,633)	(1,027,198)
	<u>453,734</u>	<u>480,991</u>
Construction work-in-progress	-	182
TOTAL ELECTRIC PLANT	<u>453,734</u>	<u>481,173</u>
OTHER ASSETS		
Regulatory assets	214,482	224,158
Preliminary survey and investigation costs	-	687
Investment in associated company	265	265
TOTAL ASSETS	<u>1,001,853</u>	<u>1,032,844</u>
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	14,376	25,161
Pension and OPEB deferrals	16,936	17,055
Asset retirement obligations	61,910	62,021
TOTAL DEFERRED OUTFLOWS OF RESOURCES	<u>93,222</u>	<u>104,237</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	<u>\$ 1,095,075</u>	<u>\$ 1,137,081</u>

**COMBINED STATEMENTS OF NET POSITION**

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

**UNAUDITED**

	March 31,	
	2021	2020
	(in thousands)	
<b>LIABILITIES</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 44,248	\$ 42,866
Accounts and retentions payable - restricted for construction	-	10
Member advances	993	1,675
Operating reserves	23,247	19,750
Current portion of long-term debt	43,035	39,935
Accrued interest payable	6,821	8,922
TOTAL CURRENT LIABILITIES	118,344	113,158
<b>NON-CURRENT LIABILITIES</b>		
Net pension and OPEB liabilities	63,003	66,126
Operating reserves and other deposits	140,705	135,525
Interest rate swap liability	15,880	20,892
Asset retirement obligations	67,759	66,260
Long-term debt, net	567,523	614,102
TOTAL NON-CURRENT LIABILITIES	854,870	902,905
TOTAL LIABILITIES	973,214	1,016,063
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Regulatory credits	86,299	82,750
Pension and OPEB deferrals	4,737	5,802
TOTAL DEFERRED INFLOWS OF RESOURCES	91,036	88,552
<b>NET POSITION</b>		
Net investment in capital assets	(28,756)	(32,648)
Restricted for debt service	44,414	31,489
Unrestricted	15,167	33,625
TOTAL NET POSITION	30,825	32,466
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,095,075	\$ 1,137,081

**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,	
	2021	2020
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 296,217	\$ 300,186
Other Third-Party	261,997	156,900
TOTAL OPERATING REVENUES	558,214	457,086
OPERATING EXPENSES		
Purchased power	268,974	172,357
Operations	64,946	58,404
Transmission	139,519	139,711
Depreciation	22,589	23,220
Maintenance	17,603	34,261
Administrative and general	16,614	16,614
TOTAL OPERATING EXPENSES	530,245	444,567
NET OPERATING REVENUES	27,969	12,519
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(21,587)	(32,963)
Interest income	(1,220)	3,371
Other	5,007	19,352
TOTAL NON OPERATING EXPENSES	(17,800)	(10,240)
FUTURE RECOVERABLE AMOUNTS	(11,396)	467
REFUNDS TO PARTICIPANTS	(8,340)	(8,656)
INCREASE (DECREASE) IN NET POSITION	(9,567)	(5,910)
NET POSITION, Beginning of year	40,392	38,376
NET POSITION, Period ended	\$ 30,825	\$ 32,466

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

March 31, 2021

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
<b>ASSETS</b>										
<b>CURRENT ASSETS</b>										
Cash and cash equivalents	\$ 1	\$ -	\$ 1	\$ 1	\$ 141	\$ -	\$ -	\$ 78	\$ 20,673	\$ 20,895
Investments	-	-	-	-	-	-	-	-	45,856	45,856
Accounts receivable	-	-	-	-	-	-	-	-	219	219
Participants	-	-	-	-	-	-	-	-	549	1,087
Other	-	-	-	-	-	-	-	-	168	275
Interest receivable	1,511	1,583	326	358	2,271	-	-	-	-	6,049
Inventory and supplies	(225)	(301)	(26)	(38)	1,159	-	-	-	-	-
Prepaid expenses	12,065	2,991	2,916	5,083	19,106	-	-	-	8,087	8,056
Due from Agency and other programs*	13,352	4,273	3,217	5,404	22,677	-	-	8,486	(62,688)	-
<b>TOTAL CURRENT ASSETS</b>										<b>83,037</b>
<b>RESTRICTED ASSETS</b>										
Cash and cash equivalents	2,040	7,143	1	-	4,790	-	-	-	23,714	49,834
Investments	28,868	47,343	2,897	-	39,234	-	-	-	59,742	199,907
Interest receivable	95	88	1	-	78	-	-	-	332	594
<b>TOTAL RESTRICTED ASSETS</b>	<b>31,003</b>	<b>54,574</b>	<b>2,899</b>	<b>-</b>	<b>44,102</b>	<b>-</b>	<b>33,969</b>	<b>-</b>	<b>83,788</b>	<b>250,335</b>
<b>ELECTRIC PLANT</b>										
Electric plant in service	572,635	395,201	64,852	36,945	409,939	7,736	-	894	6,165	1,494,367
Less: accumulated depreciation	(545,192)	(288,211)	(54,429)	(35,010)	(105,481)	(7,736)	-	(624)	(3,950)	(1,040,633)
<b>TOTAL ELECTRIC PLANT</b>	<b>27,443</b>	<b>106,990</b>	<b>10,423</b>	<b>1,935</b>	<b>304,458</b>	<b>-</b>	<b>-</b>	<b>270</b>	<b>2,215</b>	<b>453,734</b>
<b>OTHER ASSETS</b>										
Regulatory assets	871	124,899	5,424	-	28,226	-	-	-	55,062	214,482
Investment in associated company	-	-	-	-	-	-	-	-	265	265
<b>TOTAL ASSETS</b>	<b>72,669</b>	<b>290,736</b>	<b>21,963</b>	<b>7,339</b>	<b>399,463</b>	<b>-</b>	<b>46,655</b>	<b>8,834</b>	<b>154,194</b>	<b>1,001,853</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>										
Excess cost on refunding of debt	888	12,541	(318)	-	1,265	-	-	-	-	14,376
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	16,936	16,936
Asset retirement obligations	61,560	-	164	-	186	-	-	-	-	61,910
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>62,448</b>	<b>12,541</b>	<b>(154)</b>	<b>-</b>	<b>1,451</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>16,936</b>	<b>93,222</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 135,117</b>	<b>\$ 303,277</b>	<b>\$ 21,809</b>	<b>\$ 7,339</b>	<b>\$ 400,914</b>	<b>\$ -</b>	<b>\$ 46,655</b>	<b>\$ 8,834</b>	<b>\$ 171,130</b>	<b>\$ 1,095,075</b>

\* Eliminated in Combination



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

**March 31, 2021**

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
<b>LIABILITIES</b>										
<b>CURRENT LIABILITIES</b>										
Accounts payable and accrued expenses	\$ 81	\$ 246	\$ 1	\$ 1	\$ 2,820	\$ -	\$ 28,996	\$ -	\$ 12,103	\$ 44,248
Member advances	791	-	-	3,896	-	-	-	202	-	993
Operating reserves	1,929	250	617	3,896	16,555	-	-	-	-	23,247
Current portion of long-term debt	4,690	21,750	4,080	-	12,515	-	-	-	-	43,035
Accrued interest payable	66	3,137	122	-	3,496	-	-	-	-	6,821
<b>TOTAL CURRENT LIABILITIES</b>	<b>7,557</b>	<b>25,383</b>	<b>4,820</b>	<b>3,897</b>	<b>35,386</b>	<b>-</b>	<b>28,996</b>	<b>202</b>	<b>12,103</b>	<b>118,344</b>
<b>NON-CURRENT LIABILITIES</b>										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	63,003	63,003
Operating reserves and other deposits	1,500	17,802	-	-	390	-	34,076	3,153	83,784	140,705
Interest rate swap liability	-	15,880	-	-	-	-	-	-	-	15,880
Asset retirement obligations	67,409	-	164	-	186	-	-	-	-	67,759
Long-term debt, net	10,815	234,795	15,377	-	306,536	-	-	-	-	567,523
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>79,724</b>	<b>268,477</b>	<b>15,541</b>	<b>-</b>	<b>307,112</b>	<b>-</b>	<b>34,076</b>	<b>3,153</b>	<b>146,787</b>	<b>854,870</b>
<b>TOTAL LIABILITIES</b>	<b>87,281</b>	<b>293,860</b>	<b>20,361</b>	<b>3,897</b>	<b>342,498</b>	<b>-</b>	<b>63,072</b>	<b>3,355</b>	<b>158,890</b>	<b>973,214</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>										
Regulatory credits	38,388	3,469	824	2,122	38,476	-	-	270	2,750	86,299
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	4,737	4,737
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>38,388</b>	<b>3,469</b>	<b>824</b>	<b>2,122</b>	<b>38,476</b>	<b>-</b>	<b>-</b>	<b>270</b>	<b>7,487</b>	<b>91,036</b>
<b>NET POSITION</b>										
Net investment in capital assets	3,714	(19,832)	(4,363)	-	(8,275)	-	-	-	-	(28,756)
Restricted for debt service	2,805	22,594	2,750	-	16,265	-	-	-	-	44,414
Unrestricted	2,929	3,186	2,237	1,320	11,950	-	(16,417)	5,209	4,753	15,167
<b>TOTAL NET POSITION</b>	<b>9,448</b>	<b>5,948</b>	<b>624</b>	<b>1,320</b>	<b>19,940</b>	<b>-</b>	<b>(16,417)</b>	<b>5,209</b>	<b>4,753</b>	<b>30,825</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 135,117</b>	<b>\$ 303,277</b>	<b>\$ 21,809</b>	<b>\$ 7,339</b>	<b>\$ 400,914</b>	<b>\$ -</b>	<b>\$ 46,655</b>	<b>\$ 8,834</b>	<b>\$ 171,130</b>	<b>\$ 1,095,075</b>

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

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

For the Nine Months Ended March 31, 2021

	GENERATING & TRANSMISSION RESOURCES										Other Agency	Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services					
OPERATING REVENUES													
Participants	\$ 5,615	\$ 22,689	\$ 3,334	\$ 3,473	\$ 25,523	\$ -	\$ 218,629	\$ 15,484	\$ 1,470	\$ -	\$ 296,217		
Other Third-Party	25,427	17,682	3,654	3,332	50,657	-	159,361	1,884	-	-	261,997		
TOTAL OPERATING REVENUES	31,042	40,371	6,988	6,805	76,180	-	377,990	17,368	1,470	-	558,214		
OPERATING EXPENSES													
Purchased power	740	2,237	356	479	1,508	-	263,654	-	-	-	268,974		
Operations	13,589	3,431	2,434	1,543	33,253	-	2,392	8,304	-	-	64,946		
Transmission	297	250	15	27	716	-	138,210	4	-	-	139,519		
Depreciation	2,751	7,133	1,652	161	10,604	-	-	37	251	-	22,589		
Maintenance	6,490	5,277	506	2,033	3,227	-	-	70	-	-	17,603		
Administrative and general	3,832	2,690	466	640	3,767	-	-	5,245	-	-	16,614		
Intercompany (sales) purchases, net*	(584)	210	50	51	297	-	-	(24)	-	-	-		
TOTAL OPERATING EXPENSES	27,115	21,228	5,479	4,934	53,372	-	404,256	13,636	225	-	530,245		
NET OPERATING REVENUES	3,927	19,143	1,509	1,871	22,808	-	(26,266)	3,732	1,245	-	27,969		
NON OPERATING (EXPENSES) REVENUES													
Interest expense	(404)	(10,669)	(163)	-	(10,351)	-	-	-	-	-	(21,587)		
Interest income	(12)	(108)	31	35	94	-	309	45	(1,614)	-	(1,220)		
Other	13	-	900	1	2,720	-	1,183	136	54	-	5,007		
TOTAL NON OPERATING (EXPENSES) REVENUES	(403)	(10,777)	768	36	(7,557)	-	1,492	181	(1,560)	-	(17,800)		
FUTURE RECOVERABLE AMOUNTS	(1,206)	(7,451)	(1,840)	-	(899)	-	-	-	-	-	(11,396)		
REFUNDS TO PARTICIPANTS	(1,138)	(1,943)	(214)	129	(92)	-	(1,898)	(3,456)	272	-	(8,340)		
INCREASE (DECREASE) IN NET POSITION	1,180	(1,028)	223	2,036	14,280	-	(26,672)	457	(43)	-	(9,567)		
NET POSITION, Beginning of year	8,268	6,976	401	(716)	5,660	-	10,255	4,752	4,796	-	40,392		
NET POSITION, Period ended	\$ 9,448	\$ 5,948	\$ 624	\$ 1,320	\$ 19,940	\$ -	\$ (16,417)	\$ 5,209	\$ 4,753	\$ -	\$ 30,825		

\* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS  
 AGED ACCOUNTS RECEIVABLE  
 March 31, 2021

Status	Participant / Customer	Description	Amount
CURRENT			\$ 785,436
PAST DUE:			
1 - 30			
31 - 60	Gridley	Feb'21 ARB	227,739 *
61 - 90			
91 - 120			
Over 120 Days	Calpine Geysers	Effluent Adj (Mar'18 - Dec'19)	292,665
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 1,305,840</u>

\* Denotes items paid/applied after March 31, 2021.



11

# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** April 30, 2021 Financial Report (unaudited)

**AGENDA CATEGORY:** Consent

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

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

**RECOMMENDATION:**

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending April 30, 2021.

**NOTICE:**

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the May 27, 2021 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

The report of budget vs. actual costs and the unaudited April 30, 2021 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:

- April 30, 2021 Financial Report

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

**Schedule of Disbursements  
(Unaudited)**

**For the Month of April 2021**

**Operations:**

<b>Geothermal</b>	<b>\$</b>	<b>1,349,663</b>
<b>Hydroelectric</b>		<b>3,453,194</b>
<b>CT#1 Combustion Turbines</b>		<b>69,993</b>
<b>CT#2 STIG</b>		<b>601,383</b>
<b>Lodi Energy Center</b>		<b>6,924,552</b>
<b>NCPA Operating</b>		<b>40,680,852</b>
<b>Total</b>	<b>\$</b>	<b><u>53,079,637</u></b>

NORTHERN CALIFORNIA POWER AGENCY  
 REPORT OF BUDGET VS. ACTUAL COST  
 FOR THE PERIOD ENDED APRIL 30, 2021

PERCENT OF YEAR ELAPSED 83%
-----------------------------------

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
<b>GENERATION RESOURCES</b>					
<b>NCPA Plants</b>					
Hydroelectric					
Other Plant Cost	\$ 1,657,250	\$ 15,872,294	\$ 20,872,106	76%	
Debt Service (Net)	2,782,355	27,823,552	33,388,263	83%	
Annual Budget Cost	4,439,605	43,695,846	54,260,369	81%	
Geothermal					
Other Plant Cost	2,433,486	26,016,528	30,610,931	85%	
Debt Service (Net)	412,538	4,125,384	4,950,461	83%	
Annual Budget Cost	2,846,024	30,141,912	35,561,392	85%	
Combustion Turbine No. 1	334,185	5,201,229	7,883,578	66%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	72,216	1,959,661	910,006	215%	(a)
Other Plant Cost	322,354	2,362,882	2,252,911	105%	(a)
Debt Service (Net)	402,180	4,021,802	4,826,162	83%	
Annual Budget Cost	796,750	8,344,345	7,989,079	104%	
Lodi Energy Center					
Fuel	172,421	25,100,565	32,955,703	76%	
Other Plant Cost	2,470,568	19,703,701	33,571,561	59%	
Debt Service (Net)	2,168,653	21,686,529	26,023,835	83%	
Annual Budget Cost	4,811,642	66,490,795	92,551,099	72%	
Member Resources - Energy	5,718,556	49,124,478	60,055,852	82%	
Member Resources - Natural Gas	9,151	2,400,574	2,442,174	98%	(b)
Western Resources	3,195,859	22,704,309	29,869,636	76%	
Market Power Purchases	2,473,885	29,125,220	27,422,650	106%	(c)
Load Aggregation Costs - CAISO	75,998,499	643,142,015	250,995,102	256%	(d)
Net GHG Obligations	-	1,209,770	-	N/A	
	<b>100,624,156</b>	<b>901,580,493</b>	<b>569,030,931</b>	<b>158%</b>	
<b>TRANSMISSION</b>					
<b>Independent System Operator</b>					
Grid Management Charge	523,243	6,164,787	2,674,231	231%	(e)
Wheeling Access Charge	8,406,531	87,427,922	112,666,513	78%	
Ancillary Services	2,568,411	18,076,691	3,750,031	482%	(f)
Other ISO Charges/(Credits)	(4,576,354)	(7,294,927)	935,326	-780%	(g)
	<b>6,921,831</b>	<b>104,374,473</b>	<b>120,026,101</b>	<b>87%</b>	
<b>MANAGEMENT SERVICES</b>					
<b>Legislative &amp; Regulatory</b>					
Legislative Representation	121,880	1,302,361	2,180,121	60%	
Regulatory Representation	54,409	594,839	715,280	83%	
Western Representation	46,667	479,583	716,059	67%	
Customer Programs	30,112	337,834	476,652	71%	
Judicial Action	96,488	580,265	460,000	126%	(h)
<b>Power Management</b>					
System Control & Load Dispatch	538,320	5,144,096	6,765,755	76%	
Forecasting, Planning, Prescheduling & Trading	222,535	2,373,528	2,934,342	81%	
Industry Restructuring & Regulatory Affairs	32,310	335,562	425,152	79%	
Contract Admin, Interconnection Svcs & External Affairs	74,926	801,252	999,897	80%	
Gas Purchase Program	3,770	47,331	81,738	58%	
Market Purchase Project	6,328	71,893	117,239	61%	

Management Services continued on next page

NORTHERN CALIFORNIA POWER AGENCY  
 REPORT OF BUDGET VS. ACTUAL COST  
 FOR THE PERIOD ENDED APRIL 30, 2021

PERCENT OF YEAR ELAPSED 83%
-----------------------------------

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
Energy Risk Management	3,111	184,143	229,845	80%	
Settlements	38,865	536,240	923,646	58%	
Integrated Systems Support	50,413	183,485	266,055	69%	
Participant Pass Through Costs	200,076	1,179,138	1,590,641	74%	
Support Services	64,041	1,687,397	-	N/A	
	<b>1,584,251</b>	<b>15,838,947</b>	<b>18,882,422</b>	<b>84%</b>	
<b>TOTAL ANNUAL BUDGET COST</b>	<b>109,130,238</b>	<b>1,021,793,913</b>	<b>707,939,454</b>	<b>144%</b>	
<b>LESS: THIRD PARTY REVENUE</b>					
Plant ISO Energy Sales	4,061,115	98,013,980	105,258,271	93%	(i)
Member Resource ISO Energy Sales	1,844,849	26,002,307	26,421,509	98%	(j)
Member Owned Generation ISO Energy Sales	7,091,140	72,454,361	69,679,260	104%	(k)
Customer Owned Generation ISO Energy Sales	37,127	91,614	-	N/A	
NCPA Contracts ISO Energy Sales	1,683,373	20,033,576	18,914,977	106%	(l)
Western Resource Energy Sales	1,316,705	19,828,249	17,480,649	113%	(m)
Load Aggregation Energy Sales	46,700,348	307,198,914	-	N/A	
Ancillary Services Sales	670,138	7,314,339	3,988,092	183%	(n)
Transmission Sales	9,198	91,980	110,376	83%	
Western Credits, Interest and Other Income	16,269,192	149,138,347	34,901,791	427%	(o)
	<b>79,683,185</b>	<b>700,167,666</b>	<b>276,754,925</b>	<b>253%</b>	
<b>NET ANNUAL BUDGET COST TO PARTICIPANTS</b>	<b>\$ 29,447,053</b>	<b>\$ 321,626,247</b>	<b>\$ 431,184,529</b>	<b>75%</b>	

- (a) Increase in costs due to greater than projected MWhs of generation. CT2 is at 718% of budgeted MWhs at 4/30/21. Fuel costs, CA ISO charges, and variable costs have increased as a result of increased generation.
- (b) Variance caused by greater than anticipated natural gas purchases for Biggs, Gridley, Healdsburg, Lodi, Lompoc, and Ukiah.
- (c) Increase due to higher than anticipated market purchases and price per Mwh.
- (d) Increase due to unbudgeted costs related to East Bay Community Energy, San Jose Clean Energy, and Sonoma Clean Power (see also note "o"). Additionally, the CAISO market experienced historically high day-ahead market prices for several days during the August heatwave. Prices peaked at nearly \$1000/MWh. Typical prices are around \$35/MWh. NCPA load quantities also increased in response to the heatwave.
- (e) Increase due to unbudgeted costs related to East Bay Community Energy, San Jose Clean Energy, and Sonoma Clean Power. Additionally, GMC rates are volumetric and charges went above budget with increased load quantities during August heatwave.
- (f) Increase due to unbudgeted costs related to East Bay Community Energy, San Jose Clean Energy, and Sonoma Clean Power. Additionally, during the August heatwave the CAISO faced significant deficiencies in operating reserves (Ancillary Services). This scarcity drove up the cost of Ancillary Services well above typical rates.
- (g) Increase due to unbudgeted revenues related to NCPA Pool and customers, primarily due to CRR revenue and other CAISO settlement credits.
- (h) Increase relates to unbudgeted costs for privileged and confidential legal matters.
- (i) Much of NCPA's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (j) Members' generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (k) Members' generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (l) Increase due to high market prices from August through October.
- (m) Western's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (n) Increase due to August through October heat events and continued stronger than normal CAISO market. Heat events have an impact on energy prices and costs/revenues as well as Ancillary Services.
- (o) Variance caused by unbudgeted customer reimbursements for their load and transmission costs totaling \$121,665,087.



**COMBINED STATEMENTS OF NET POSITION**

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

**UNAUDITED**

	April 30,	
	2021	2020
ASSETS	(in thousands)	
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 13,596	\$ 39,705
Investments	45,838	53,694
Accounts receivable		
Participants	1,052	2,926
Other	2,322	1,199
Interest receivable	285	419
Inventory and supplies	6,056	8,891
Prepaid expenses	5,018	2,272
TOTAL CURRENT ASSETS	<u>74,167</u>	<u>109,106</u>
<b>RESTRICTED ASSETS</b>		
Cash and cash equivalents	54,800	63,529
Investments	202,048	170,561
Interest receivable	639	770
TOTAL RESTRICTED ASSETS	<u>257,487</u>	<u>234,860</u>
<b>ELECTRIC PLANT</b>		
Electric plant in service	1,495,177	1,508,428
Less: accumulated depreciation	(1,043,124)	(1,029,746)
	<u>452,053</u>	<u>478,682</u>
Construction work-in-progress	-	182
TOTAL ELECTRIC PLANT	<u>452,053</u>	<u>478,864</u>
<b>OTHER ASSETS</b>		
Regulatory assets	214,212	223,407
Preliminary survey and investigation costs	-	687
Investment in associated company	265	265
TOTAL ASSETS	<u>998,184</u>	<u>1,047,189</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Excess cost on refunding of debt	13,847	24,305
Pension and OPEB deferrals	16,936	17,055
Asset retirement obligations	61,901	62,012
TOTAL DEFERRED OUTFLOWS OF RESOURCES	<u>92,684</u>	<u>103,372</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	<u>\$ 1,090,868</u>	<u>\$ 1,150,561</u>

**COMBINED STATEMENTS OF NET POSITION**

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

**UNAUDITED**

	April 30,	
	2021	2020
LIABILITIES	(in thousands)	
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 34,095	\$ 51,962
Accounts and retentions payable - restricted for construction	-	10
Member advances	993	1,675
Operating reserves	23,675	20,031
Current portion of long-term debt	43,035	39,935
Accrued interest payable	9,916	11,197
TOTAL CURRENT LIABILITIES	111,714	124,810
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	63,003	66,126
Operating reserves and other deposits	142,364	135,227
Interest rate swap liability	16,510	20,892
Asset retirement obligations	67,885	66,383
Long-term debt, net	567,235	613,785
TOTAL NON-CURRENT LIABILITIES	856,997	902,413
TOTAL LIABILITIES	968,711	1,027,223
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	86,587	82,716
Pension and OPEB deferrals	4,737	5,802
TOTAL DEFERRED INFLOWS OF RESOURCES	91,324	88,518
NET POSITION		
Net investment in capital assets	(31,864)	(35,994)
Restricted for debt service	47,598	34,690
Unrestricted	15,099	36,124
TOTAL NET POSITION	30,833	34,820
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,090,868	\$ 1,150,561

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

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

**UNAUDITED**

	For the Ten Months Ended April 30,	
	2021	2020
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 325,990	\$ 336,265
Other Third-Party	290,018	168,717
TOTAL OPERATING REVENUES	616,008	504,982
OPERATING EXPENSES		
Purchased power	296,931	188,491
Operations	68,482	62,156
Transmission	155,033	154,784
Depreciation	25,080	25,769
Maintenance	20,236	43,518
Administrative and general	18,855	18,866
TOTAL OPERATING EXPENSES	584,617	493,584
NET OPERATING REVENUES	31,391	11,398
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(24,958)	(35,858)
Interest income	(947)	3,834
Other	5,257	26,494
TOTAL NON OPERATING EXPENSES	(20,648)	(5,530)
FUTURE RECOVERABLE AMOUNTS	(11,665)	(285)
REFUNDS TO PARTICIPANTS	(8,637)	(9,139)
INCREASE (DECREASE) IN NET POSITION	(9,559)	(3,556)
NET POSITION, Beginning of year	40,392	38,376
NET POSITION, Period ended	\$ 30,833	\$ 34,820

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

April 30, 2021

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
<b>ASSETS</b>										
<b>CURRENT ASSETS</b>										
Cash and cash equivalents	\$ 1	\$ -	\$ 1	\$ 1	\$ 141	\$ -	\$ -	\$ 75	\$ 13,377	\$ 13,596
Investments	-	-	-	-	-	-	-	-	45,838	45,838
Accounts receivable	-	-	-	-	-	-	-	-	1,052	1,052
Participants	-	-	-	-	-	-	-	-	443	2,322
Other	-	-	-	-	-	-	1,879	-	188	285
Interest receivable	-	-	-	-	-	-	97	-	-	-
Inventory and supplies	1,511	1,583	328	358	2,276	-	-	-	-	6,056
Prepaid expenses	(286)	(387)	(33)	(48)	1,093	-	-	-	4,679	5,018
Due from Agency and other programs*	11,548	2,438	2,250	5,139	5,239	-	20,989	8,654	(56,257)	-
<b>TOTAL CURRENT ASSETS</b>	<b>12,774</b>	<b>3,634</b>	<b>2,546</b>	<b>5,450</b>	<b>8,749</b>	<b>-</b>	<b>22,965</b>	<b>8,729</b>	<b>9,320</b>	<b>74,167</b>
<b>RESTRICTED ASSETS</b>										
Cash and cash equivalents	2,029	9,833	415	-	7,486	-	12,685	-	22,352	54,800
Investments	29,450	47,792	2,898	-	39,232	-	21,325	-	61,351	202,048
Interest receivable	110	91	2	-	89	-	-	-	347	639
<b>TOTAL RESTRICTED ASSETS</b>	<b>31,589</b>	<b>57,716</b>	<b>3,315</b>	<b>-</b>	<b>46,807</b>	<b>-</b>	<b>34,010</b>	<b>-</b>	<b>84,050</b>	<b>257,487</b>
<b>ELECTRIC PLANT</b>										
Electric plant in service	573,139	395,250	64,852	36,945	410,194	7,736	-	894	6,167	1,495,177
Less: accumulated depreciation	(545,496)	(288,998)	(54,613)	(35,027)	(106,661)	(7,736)	-	(628)	(3,965)	(1,043,124)
<b>TOTAL ELECTRIC PLANT</b>	<b>27,643</b>	<b>106,252</b>	<b>10,239</b>	<b>1,918</b>	<b>303,533</b>	<b>-</b>	<b>-</b>	<b>266</b>	<b>2,202</b>	<b>452,053</b>
<b>OTHER ASSETS</b>										
Regulatory assets	644	125,043	5,216	-	28,245	-	-	-	55,064	214,212
Investment in associated company	-	-	-	-	-	-	-	-	265	265
<b>TOTAL ASSETS</b>	<b>72,650</b>	<b>292,645</b>	<b>21,316</b>	<b>7,368</b>	<b>387,334</b>	<b>-</b>	<b>56,975</b>	<b>8,995</b>	<b>150,901</b>	<b>998,184</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>										
Excess cost on refunding of debt	866	11,742	-	-	1,239	-	-	-	-	13,847
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	16,936	16,936
Asset retirement obligations	61,550	-	164	-	187	-	-	-	-	61,901
<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	<b>62,416</b>	<b>11,742</b>	<b>164</b>	<b>-</b>	<b>1,426</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>16,936</b>	<b>92,684</b>
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 135,066</b>	<b>\$ 304,387</b>	<b>\$ 21,480</b>	<b>\$ 7,368</b>	<b>\$ 388,760</b>	<b>\$ -</b>	<b>\$ 56,975</b>	<b>\$ 8,995</b>	<b>\$ 167,837</b>	<b>\$ 1,090,868</b>

\* Eliminated in Combination

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

April 30, 2021

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
<b>LIABILITIES</b>										
<b>CURRENT LIABILITIES</b>										
Accounts payable and accrued expenses	187	245	-	-	-	-	25,213	-	8,450	34,095
Member advances	791	-	-	-	-	-	-	202	-	993
Operating reserves	2,095	250	617	4,006	16,707	-	-	-	-	23,675
Current portion of long-term debt	4,690	21,750	4,080	-	12,515	-	-	-	-	43,035
Accrued interest payable	89	4,029	194	-	5,604	-	-	-	-	9,916
<b>TOTAL CURRENT LIABILITIES</b>	<b>7,852</b>	<b>26,274</b>	<b>4,891</b>	<b>4,006</b>	<b>34,826</b>	<b>-</b>	<b>25,213</b>	<b>202</b>	<b>8,450</b>	<b>111,714</b>
<b>NON-CURRENT LIABILITIES</b>										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	-	-
Operating reserves and other deposits	1,500	18,167	-	-	344	-	35,153	3,152	63,003	142,364
Interest rate swap liability	-	16,510	-	-	-	-	-	-	-	16,510
Asset retirement obligations	67,534	-	164	-	187	-	-	-	-	67,885
Long-term debt, net	10,815	234,554	15,330	-	306,536	-	-	-	-	567,235
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>79,849</b>	<b>269,231</b>	<b>15,494</b>	<b>-</b>	<b>307,067</b>	<b>-</b>	<b>35,153</b>	<b>3,152</b>	<b>147,051</b>	<b>856,997</b>
<b>TOTAL LIABILITIES</b>	<b>87,701</b>	<b>295,505</b>	<b>20,385</b>	<b>4,006</b>	<b>341,893</b>	<b>-</b>	<b>60,366</b>	<b>3,354</b>	<b>155,501</b>	<b>968,711</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>										
Regulatory credits	38,265	3,501	1,133	2,105	38,596	-	-	266	2,721	86,587
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	4,737	4,737
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>38,265</b>	<b>3,501</b>	<b>1,133</b>	<b>2,105</b>	<b>38,596</b>	<b>-</b>	<b>-</b>	<b>266</b>	<b>7,458</b>	<b>91,324</b>
<b>NET POSITION</b>										
Net investment in capital assets	3,795	(21,644)	(4,692)	-	(9,323)	-	-	-	-	(31,864)
Restricted for debt service	3,194	24,455	3,092	-	16,857	-	-	-	-	47,598
Unrestricted	2,111	2,570	1,562	1,257	737	-	(3,391)	5,375	4,878	15,099
<b>TOTAL NET POSITION</b>	<b>9,100</b>	<b>5,381</b>	<b>(38)</b>	<b>1,257</b>	<b>8,271</b>	<b>-</b>	<b>(3,391)</b>	<b>5,375</b>	<b>4,878</b>	<b>30,833</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 135,066</b>	<b>\$ 304,387</b>	<b>\$ 21,480</b>	<b>\$ 7,368</b>	<b>\$ 388,760</b>	<b>\$ -</b>	<b>\$ 56,975</b>	<b>\$ 8,995</b>	<b>\$ 167,837</b>	<b>\$ 1,090,868</b>

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

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

For the Ten Months Ended April 30, 2021

	GENERATING & TRANSMISSION RESOURCES										Other Agency	Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services					
OPERATING REVENUES													
Participants	\$ 5,035	\$ 24,361	\$ 3,382	\$ 3,726	\$ 18,533	\$ -	\$ -	\$ 252,231	\$ 17,075	\$ 1,647	\$ -	\$ 325,990	
Other Third-Party	28,261	19,835	3,652	3,364	50,679	-	-	182,143	2,084	-	-	290,018	
TOTAL OPERATING REVENUES	33,296	44,196	7,034	7,090	69,212	-	-	434,374	19,159	1,647	-	616,008	
OPERATING EXPENSES													
Purchased power	750	2,495	353	480	1,503	-	-	291,350	-	-	-	296,931	
Operations	14,897	3,809	2,542	1,616	34,109	-	-	2,400	9,109	-	-	68,482	
Transmission	267	194	17	33	605	-	-	153,913	4	-	-	155,033	
Depreciation	3,056	7,920	1,836	1,79	11,784	-	-	-	40	265	-	25,080	
Maintenance	7,003	5,789	614	2,185	4,565	-	-	-	80	-	-	20,236	
Administrative and general	4,173	3,191	638	736	4,169	-	-	-	5,927	21	-	18,855	
Intercorpany (sales) purchases, net*	(657)	240	55	58	328	-	-	-	(24)	-	-	-	
TOTAL OPERATING EXPENSES	29,489	23,638	6,055	5,287	57,063	-	-	447,663	15,136	286	-	584,617	
NET OPERATING REVENUES	3,807	20,558	979	1,803	12,149	-	-	(13,289)	4,023	1,361	-	31,391	
NON OPERATING (EXPENSES) REVENUES													
Interest expense	(449)	(12,827)	(182)	-	(11,500)	-	-	-	-	-	-	(24,958)	
Interest income	32	(76)	34	40	112	-	-	388	50	(1,527)	-	(947)	
Other	13	-	990	1	2,821	-	-	1,183	188	61	-	5,257	
TOTAL NON OPERATING (EXPENSES) REVENUES	(404)	(12,903)	842	41	(8,567)	-	-	1,571	238	(1,466)	-	(20,648)	
FUTURE RECOVERABLE AMOUNTS	(1,433)	(7,307)	(2,046)	-	(879)	-	-	-	-	-	-	(11,665)	
REFUNDS TO PARTICIPANTS	(1,138)	(1,943)	(214)	129	(92)	-	-	(1,928)	(3,638)	187	-	(8,637)	
INCREASE (DECREASE) IN NET POSITION	832	(1,595)	(439)	1,973	2,611	-	-	(13,646)	623	82	-	(9,559)	
NET POSITION, Beginning of year	8,268	6,976	401	(716)	5,660	-	-	10,255	4,752	4,796	-	40,392	
NET POSITION, Period ended	\$ 9,100	\$ 5,381	\$ (38)	\$ 1,257	\$ 8,271	\$ -	\$ -	\$ (3,391)	\$ 5,375	\$ 4,878	\$ -	\$ 30,833	

\* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS  
 AGED ACCOUNTS RECEIVABLE  
 April 30, 2021

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 3,080,903
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>\$ 3,373,568</u>

\* Billed in July 2020.



# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** Treasurer's Report for Month Ended April 30, 2021

**AGENDA CATEGORY:** Consent

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

**IMPACTED MEMBERS:**

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

*If other, please specify*

\_\_\_\_\_

\_\_\_\_\_



**RECOMMENDATION:**

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for April 30, 2021.

**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 \$8,630,064 of which approximately \$8,365 was applicable to Special and Reserve Fund Deposits, \$3,830,749 to Debt Service and \$4,790,950 to Operations and other.

The cash balance held at U.S. Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement.

Investments – The carrying value of NCPA's investment portfolio totaled \$307,583,674 at month end. The current market value of the portfolio totaled \$309,303,208.

The overall portfolio had a combined weighted average interest rate of 1.062% with a bond equivalent yield (yield to maturity) of 1.076%. Investments with a maturity greater than one year totaled \$169,970,000. April maturities totaled \$13 million and monthly receipts totaled \$46 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 decreased 1 basis point (0.02% to 0.01%) and rates on one-year T-Bills decreased 2 basis points (0.07% to 0.05%).

To the best of my knowledge and belief, all securities held by NCPA as of April 30, 2021 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 April 30, 2021

# **NORTHERN CALIFORNIA POWER AGENCY**

## **TREASURER'S REPORT**

**APRIL 30, 2021**

### **TABLE OF CONTENTS**

	<u><b>PAGE</b></u>
<b>CASH &amp; INVESTMENT BALANCE</b>	<b>1</b>
<b>CASH ACTIVITY SUMMARY</b>	<b>2</b>
<b>INVESTMENT ACTIVITY SUMMARY</b>	<b>3</b>
<b>INTEREST RATE/YIELD ANALYSIS</b>	<b>4</b>
<b>INVESTMENT MATURITIES ANALYSIS</b>	<b>5</b>
<b>ISSUER CREDIT RATING DOWNGRADE REPORT</b>	<b>6</b>
<b>DETAIL REPORT OF INVESTMENTS</b>	<b>APPENDIX</b>

**Northern California Power Agency  
Treasurer's Report  
Cash & Investment Balance  
April 30, 2021**

	CASH	INVESTMENTS	TOTAL	PERCENT
<b>NCPA FUNDS</b>				
Operating	\$ 2,601,509	\$ 89,560,471	\$ 92,161,980	29.15%
Special Deposits	1,277,357	-	1,277,357	0.40%
Construction	912,084	4,235,861	5,147,945	1.63%
Debt Service	3,830,749	53,536,476	57,367,225	18.14%
Special & Reserve	8,365	160,250,866	160,259,231	50.68%
	<u>\$ 8,630,064</u>	<u>\$ 307,583,674</u>	<u>\$ 316,213,738</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 309,303,208

NOTE A - Investment amounts shown at book carrying value.

NOTE B - The total portfolio book value includes investments by three corporate issuers whose credit ratings have been downgraded by at least one Nationally Recognized Statistical Rating Organization (NRSRO) subsequent to the original purchase date. See page 6 for Issuer Credit Rating Downgrade Report.

**Northern California Power Agency  
Treasurer's Report  
Cash Activity Summary  
April 30, 2021**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
<b>NCPA FUNDS</b>							
Operating	\$ 46,065,486	\$ 87,978	\$ 7,715,028	\$ (24,019,965)	\$ (2,059,272)	\$ (29,411,091)	\$ (1,621,836)
Special Deposits	326,043	-	-	(22,798,304)	-	22,463,831	(8,430)
Construction	-	-	911,000	-	-	-	911,000
Debt Service	-	2	-	-	(2,434,636)	6,262,210	3,827,576
Special & Reserve	-	137,146	4,514,652	-	(5,382,740)	685,050	(45,892)
	<u>\$ 46,391,529</u>	<u>\$ 225,126</u>	<u>\$ 13,140,680</u>	<u>\$ (46,818,269)</u>	<u>\$ (9,876,648)</u>	<u>\$ -</u>	<u>\$ 3,062,418</u>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency  
Treasurer's Report  
Investment Activity Summary  
April 30, 2021**

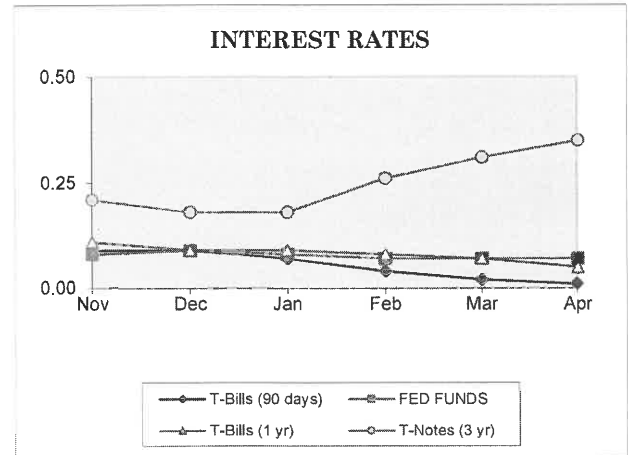
	PURCHASED	SOLD OR MATURED	(NON-CASH)	(NON-CASH)	INVESTMENTS		
			DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)	
<b>NCPA FUNDS</b>							
Operating	\$ 2,059,272	\$ (7,715,028)	\$ 8,770	\$ 351	\$ -	\$ (5,646,635)	
Special Deposits	-	-	-	-	-	-	
Construction	-	(911,000)	78	-	-	(910,922)	
Debt Service	2,434,636	-	2,101	-	-	2,436,737	
Special & Reserve	5,382,740	(4,514,652)	(19,984)	-	-	848,104	
	<u>\$ 9,876,648</u>	<u>\$ (13,140,680)</u>	<u>\$ (9,035)</u>	<u>\$ 351</u>	<u>\$ -</u>	<u>\$ (3,272,716)</u>	
Less Non- Cash Activity							
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>8,684</u>	
Net Change in Investment --Before Non-Cash Activity						<u>\$ (3,264,032)</u>	

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency  
Interest Rate/Yield Analysis  
April 30, 2021**

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>1.062%</b>	<b>1.076%</b>
<b>OPERATING FUNDS:</b>	<b>1.369%</b>	<b>1.320%</b>
<b>PROJECTS:</b>		
Geothermal	1.451%	1.404%
Capital Facilities	0.100%	0.100%
Hydroelectric	0.651%	0.661%
Lodi Energy Center	0.599%	0.497%

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Fds (Overnight)	0.07%	0.05%
T-Bills (90da.)	0.01%	0.12%
Agency Disc (90da.)	0.05%	0.15%
T-Bills (1yr.)	0.05%	0.17%
Agency Disc (1yr.)	0.07%	0.16%
T-Notes (3yr.)	0.35%	0.26%



**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
April 30, 2021**

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	\$ -	\$ 9,330	\$ 839	\$ 3,928	\$ -	\$ 71,865	\$ 1,972	\$ 87,934	28.41%
Corporate Bonds (MTN)	-	1,000	4,025	1,250	5,950	65,705	-	77,930	25.18%
Municipal Bonds	-	-	-	2,055	-	28,593	585	31,233	10.09%
US Bank Trust Money Market	2,439	-	-	-	-	-	-	2,439	0.79%
Commercial Paper	5,617	-	-	-	-	-	-	5,617	1.81%
Investment Trusts (LAIF)	45,228	-	-	-	-	-	-	45,228	14.61%
Investment Trusts (CAMP)	1	-	-	-	-	-	-	1	0.00%
U.S.Treasury Market Acct. *	2,699	-	-	-	-	-	-	2,699	0.87%
U.S.Treasury Bill/Note	-	54,508	-	-	387	-	-	54,895	17.74%
Certificates of Deposit	-	10	250	-	-	1,250	-	1,510	0.49%
<b>Total Dollars</b>	<b>\$ 55,984</b>	<b>\$64,848</b>	<b>\$5,114</b>	<b>\$7,233</b>	<b>\$6,337</b>	<b>\$167,413</b>	<b>\$2,557</b>	<b>\$ 309,486</b>	<b>100.00%</b>
<b>Total Percents</b>	<b>18.09%</b>	<b>20.95%</b>	<b>1.65%</b>	<b>2.34%</b>	<b>2.05%</b>	<b>54.09%</b>	<b>0.83%</b>	<b>100.00%</b>	

Investments are shown at Face Value, in thousands.

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

## Issuer Credit Rating Downgrade Report

The total portfolio book value includes investments by three corporate issuers whose credit ratings have been downgraded by at least one Nationally Recognized Statistical Rating Organization (NRSRO) after the original purchase date. While all three issuers maintain investment grade credit ratings, the downgraded ratings are below the Agency's minimum requirement of category A. In accordance with policy, the Agency has reviewed the economic outlook for each of the issuers. The Treasurer has made the determination to hold the issuers' securities at this time but will continue to monitor the credit ratings and economic outlook for each of the issuers. The three issuers and factors considered in making the determination to hold the investments for each are as follows:

- Oracle Corporation (ORCL) – the portfolio includes four ORCL corporate notes totaling \$5.6 million with maturity dates in 2023. Moody's Investors Service (Moody's) and S&P Global Ratings (S&P) credit ratings for ORCL at the time of each of the purchases were A1 and A+, respectively. The book value of the bonds represents 1.79% of the total Agency portfolio value. On 3/22/2021, Moody's downgraded their credit rating of ORCL from A3 to Baa2 with a stable outlook, and Fitch Ratings (Fitch) downgraded their credit rating of ORCL from A- to BBB+ with a stable outlook. The rating agencies based their ratings actions on Oracle's plans to issue new debt and use proceeds for general corporate purposes, including share repurchases, payment of dividends and debt repayments. S&P maintained their rating of A with a negative outlook.

The Bloomberg 1-Yr Default Risk Rating (DRSK) probability for ORCL is 0.0018%, and the 5-Yr DRSK probability is 0.8263%. The maturities for the notes are under three years, and the Agency will continue to hold the bonds and monitor ORCL's credit rating and DRSK probability rate.

- The Walt Disney Company (DIS) – the portfolio includes three DIS corporate notes totaling \$1.75 million with maturity dates in 2022. Moody's and S&P credit ratings for DIS at the time of each of the purchases were A2 and A, respectively. The book value of the bonds represents 0.55% of the total Agency portfolio value. S&P downgraded their credit rating of DIS from A- to BBB+ with a negative outlook on 11/18/2020 citing the negative impact of the COVID-19 pandemic on the company's theme park and movie studio operations. Fitch maintained their A- rating with a negative outlook, and Moody's maintained their A2 rating with a stable outlook.

The Bloomberg 1-Yr Default Risk Rating (DRSK) probability for DIS is 0.0163%, and the 5-Yr DRSK probability is 1.83%. The maturities for the notes are under three years, and the Agency will continue to hold the bonds and monitor DIS's credit rating and DRSK probability rate.

- Wells Fargo & Company (WFC) – the portfolio includes one note and one non-negotiable CD totaling \$1.00 million with maturities in 2025 and 2022, respectively. Moody's and S&P credit ratings for WFC at the time of the purchases were A2 and A-, respectively. The book value of the bonds represents 0.32% of the total Agency portfolio value. S&P downgraded their credit rating of WFC from A- to BBB+ with a stable outlook on 7/22/2020. S&P cited current regulatory issues and pressures on pre-provision earnings during the economic downturn that weakened the banking giant's ability to offset provisions for loan losses as reasons for the downgrade. Moody's



maintained their A2 rating with a negative outlook, and Fitch maintained their credit rating of A+ with a negative outlook.

The Bloomberg 1-Yr Default Risk Rating (DRSK) probability for WFC is 0.0297%, and the 5-Yr DRSK probability is 2.30%. The maturity date for the CD is over one year, and the maturity date for the note is 4.1 years. The Agency will continue to hold the investments at this time and will continue to monitor WFC's credit rating and DRSK probability rate. The Agency may sell the note if DRSK probability remains the same or worsens and the opportunity arises to do so without incurring a loss.

**NORTHERN CALIFORNIA POWER AGENCY**

**Detail Report Of Investments**

**APPENDIX**

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



**Northern California Power Agency**  
**Treasurer's Report**  
**04/30/2021**

**Operating**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond+ Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	0	0.050		0		1	0.050	0	SYST70101	70101	0
Local Agency Investm	LAIF	5,135,320	0.438		5,135,320		1	0.438	5,135,320	SYST70000	70000	5,135,320
Union Bank of Califo	UBOC	10,165	0.002		10,165		1	0.002	10,165	SYST70014	70014	10,165
US Bank	USB	2,601,509	0.001		2,601,509		1	0.001	2,601,509	SYST70050	70050	2,601,509
US Bank	USB	5,617,016	0.010	08/24/2017	5,617,016		1	0.010	5,617,016	SYST70056	70056	5,617,016
California Asset Mgm	CMP	0	0.080	10/19/2018	0		1	0.080	0	SYST70070	70070	0
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	18	2.919	1,000,000	458140AV0	26670	999,417
US Bank	USB	10,000	0.050	04/07/2021	10,000	07/07/2021	67	0.050	10,000	SYST30325	30325	10,000
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	86	1.620	2,611,940	3133EHSR5	26465	2,602,591
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	131	3.149	1,005,080	02865WBG5	26669	995,117
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	281	3.060	1,015,920	742718DY2	26673	994,520
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	306	2.982	1,014,610	478160CD4	26671	994,203
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	335	3.315	510,050	87236YAE8	26601	498,436
PepsiCo Inc.	UBOC	500,000	2.250	02/12/2018	487,005	05/02/2022	366	2.924	509,450	713448D72	26557	496,832
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	375	2.329	1,145,197	037833CQ1	26525	1,123,008
American Honda Finan	UBOC	500,000	2.600	06/12/2018	488,550	11/16/2022	564	3.157	516,810	02865WCA7	26614	496,013
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	583	3.008	514,130	166764AB6	26555	495,175
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	592	3.135	415,184	92826CAC6	26647	397,978
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	620	3.315	1,039,310	89236TEL5	26645	990,365
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	641	3.464	518,015	828807CN5	26603	494,274
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	655	3.154	518,665	68389XBR5	26558	495,623
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	669	3.068	1,040,120	30231GAR3	26648	994,173
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	674	3.264	523,225	24422ETG4	26613	496,049
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	683	3.086	520,655	084670BR8	26554	497,100
United Parcel Servic	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	700	3.248	520,360	911312BK1	26600	493,408
United Parcel Servic	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	700	3.308	520,360	911312BK1	26677	492,854
Walmart, Inc.	UBOC	500,000	2.550	07/31/2019	507,870	04/11/2023	710	2.104	519,620	931142DH3	26848	504,142
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	727	3.443	532,665	06406RAG2	26602	500,509
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	744	3.236	529,195	427866AZ1	26615	501,294
Commonwealth of Mass	UBOC	500,000	0.508	07/09/2020	500,000	07/01/2023	791	0.507	502,225	57582RF84	27029	500,000
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	814	3.399	1,065,800	90331HNV1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	829	3.172	1,036,660	594918BD6	26672	975,532
Oracle Corp.	UBOC	4,145,000	2.400	05/31/2019	4,106,452	09/15/2023	867	2.630	4,313,204	68389XBL8	26820	4,123,678
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,006	3.561	545,410	46625HJT8	26760	508,065
East Side Union High	UBOC	500,000	0.820	10/29/2020	500,000	08/01/2024	1,188	0.878	501,165	275282PR6	27105	500,000
Bank of America Corp	UBOC	1,700,000	2.500	09/24/2019	1,700,000	09/24/2024	1,242	2.577	1,703,689	06048WD56	26872	1,700,000
Federal Farm Credit	UBOC	2,300,000	1.890	09/27/2019	2,300,000	09/27/2024	1,245	1.890	2,315,134	3133EKU20	26888	2,300,000
Toyota Motor Credit	UBOC	1,000,000	2.150	09/27/2019	1,000,000	09/27/2024	1,245	2.323	998,770	89236TGH2	26887	1,000,000
CA St Dept of Wtr Re	UBOC	600,000	0.560	08/06/2020	600,000	12/01/2024	1,310	0.584	598,152	13067WRB0	27055	600,000
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,367	1.846	535,790	90331HMS9	26947	516,964

Northern California Power Agency  
Treasurer's Report  
04/30/2021



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
Federal National Mtg	UBOC	1,000,000	0.570	07/30/2020	1,000,000	01/29/2025	1,369	0.570	983,920	3136G4E74	27043	1,000,000
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,495	0.710	998,710	3136G4WA7	27009	1,000,000
State of Louisiana	UBOC	260,000	0.697	02/25/2021	260,000	06/15/2025	1,506	0.730	259,048	546486BV2	27178	260,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,516	0.700	498,490	3134GVR26	27015	500,000
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,522	0.629	497,165	592112UB0	27173	500,000
City of Phoenix AZ	UBOC	500,000	0.959	08/25/2020	500,000	07/01/2025	1,522	0.990	499,805	71884AF20	27058	500,000
Wisconsin Dept Trans	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,522	0.787	499,295	977123X78	27041	500,000
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,550	0.579	992,280	3136G4D75	27044	1,000,849
East Side Union High	UBOC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,553	0.992	996,210	275282FS4	27106	1,000,000
Federal Farm Credit	UBOC	500,000	0.680	08/04/2020	500,000	09/04/2025	1,556	0.680	500,010	3133EL2U7	27052	500,000
Federal Farm Credit	UBOC	1,035,000	0.530	09/29/2020	1,035,000	09/29/2025	1,612	0.530	1,020,262	3133EMBJ0	27075	1,035,000
Federal Farm Credit	UBOC	2,035,000	0.530	09/29/2020	2,035,000	09/29/2025	1,612	0.530	2,012,025	3133EMBH4	27076	2,035,000
Federal Home Loan Mt	UBOC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,640	0.540	489,725	3134GWA26	27103	500,000
Federal National Mtg	UBOC	1,000,000	0.650	12/1/2020	1,005,200	11/18/2025	1,682	0.542	991,400	3135GA4F3	27137	1,004,817
Federal Farm Credit	UBOC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,675	0.560	492,890	3133EMJCT	27123	500,000
JP Morgan	UBOC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,696	0.825	238,185	48128GY53	27138	250,000
Federal Home Loan Mt	UBOC	1,000,000	0.550	01/05/2021	1,000,000	01/05/2026	1,710	0.550	979,940	3134GXJX3	27146	1,000,000
Toyota Motor Credit	UBOC	500,000	0.700	01/21/2021	500,000	01/20/2026	1,725	0.699	488,895	89236THY4	27149	500,000
Federal Home Loan Ba	UBOC	375,000	0.500	02/25/2021	375,000	02/25/2026	1,761	0.500	368,734	3130AKXX9	27179	375,000
Federal Farm Credit	UBOC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,766	0.840	499,590	3133EMSK9	27196	500,000
Federal Farm Credit	UBOC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	1,773	0.800	1,093,675	3133EMSU7	27200	1,100,000
<b>Fund Total and Average</b>		<b>\$ 59,299,347</b>	<b>1.387</b>		<b>\$ 58,982,779</b>		<b>782</b>	<b>1.545</b>	<b>\$ 59,930,824</b>			<b>\$ 59,211,996</b>

MPP GHG Auction Acct

Local Agency Investm		75,183	0.438		75,183		1	0.438	75,183	SYS70045	70045	75,183
<b>Fund Total and Average</b>		<b>\$ 75,183</b>	<b>0.438</b>		<b>\$ 75,183</b>		<b>1</b>	<b>0.438</b>	<b>\$ 75,183</b>			<b>\$ 75,183</b>

SCPA Balancing Account

Local Agency Investm	LAIF	11,408,301	0.438		11,408,301		1	0.438	11,408,301	SYS70022	70022	11,408,301
Union Bank of Calif	UBOC	25	0.002		25		1	0.002	25	SYS70023	70023	25
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	08/09/2021	100	2.790	506,954	14912L6U0A	26954	503,551
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	287	2.798	507,675	594918BA1	26574	498,440
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	307	3.186	509,065	25468PD06	26630	497,091
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	335	3.100	510,050	87236YAE8	26571	499,357
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	396	2.918	512,100	437076B66	26572	498,512
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	502	3.161	513,235	74460DAB5	26573	494,972
Visa Inc.	UBOC	250,000	2.800	07/04/2018	246,975	12/14/2022	592	3.096	259,490	92826CAC6	26632	248,884
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	593	3.070	519,645	458140AM2	26625	497,212
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	619	3.203	571,049	89233P7F7	26598	545,035
<b>Fund Total and Average</b>		<b>\$ 11,408,301</b>	<b>0.438</b>		<b>\$ 11,408,301</b>		<b>1</b>	<b>0.438</b>	<b>\$ 11,408,301</b>			<b>\$ 11,408,301</b>

Northern California Power Agency  
Treasurer's Report  
04/30/2021



SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,655	02/28/2023	668	3.170	521,325	17275RBE1	26624	495,189
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	669	3.055	520,060	30231GAR3	26599	497,207
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	663	3.185	520,655	084670BR8	26596	496,248
United Parcel Servic	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	700	3.191	520,360	911312BK1	26627	493,891
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	730	3.108	517,810	654106AC7	26597	492,105
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	06/01/2023	761	3.438	519,755	828807DD6	26631	493,442
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	496,550	06/15/2023	775	3.150	527,165	717081DH3	26626	498,530
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,181	2.410	501,640	89236TD1	26831	500,000
Memphis Center City	UBOC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,431	0.600	543,415	586145F74	27113	545,317
State of Wisconsin	UBOC	400,000	0.650	03/17/2021	400,000	05/01/2025	1,461	0.649	399,780	97705MUK9	27202	400,000
Arizona Public Servi	UBOC	239,000	3.150	09/25/2020	263,631	05/15/2025	1,475	0.877	256,868	040550CS1	27073	260,445
California St Hlth F	UBOC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,492	0.952	501,705	13032UXM5	27110	500,000
City of Baltimore	UBOC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,522	0.932	502,380	058231X39	27125	500,000
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,522	0.610	497,165	592112UB0	27174	500,000
Federal Farm Credit	UBOC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	1,612	0.530	2,015,879	3133EMB00	27077	2,045,000
Federal Farm Credit	UBOC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,612	0.530	2,026,856	3133EMB04	27078	2,050,000
Federal Home Loan Mt	UBOC	1,000,000	0.550	01/05/2021	1,000,000	01/05/2026	1,710	0.550	979,940	3134GXJX3	27147	1,000,000
Apple Inc.	UBOC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,744	0.699	493,600	037833EB2	27168	500,000
Federal Home Loan Ba	UBOC	500,000	0.520	02/12/2021	498,750	02/12/2026	1,748	0.530	491,245	3130AKVWA0	27164	499,761
JP Morgan	UBOC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,753	0.500	914,250	46632FRV9	27171	1,000,000
Federal Home Loan Ba	UBOC	125,000	0.500	02/25/2021	125,000	02/25/2026	1,761	0.500	122,911	3130AKXX9	27180	125,000
Federal Home Loan Ba	UBOC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	1,762	0.630	985,050	3130ALB94	27195	1,000,000
Federal Farm Credit	UBOC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,766	0.840	499,590	3133EMSK9	27197	500,000
Federal Farm Credit	UBOC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	1,773	0.800	1,640,513	3133EMSU7	27201	1,650,000
<b>Fund Total and Average</b>		<b>\$ 32,722,326</b>	<b>1.107</b>		<b>\$ 32,637,404</b>		<b>807</b>	<b>1.178</b>	<b>\$ 32,837,506</b>			<b>\$ 32,733,515</b>

General Operating Reserve

Local Agency Investm	LAIF	22,347,377	0.438		22,347,377		1	0.438	22,347,377	SYST0000	70002	22,347,377
Union Bank of Califo	UBOC	4,371	0.002		4,371		1	0.002	4,371	SYST0019	70019	4,371
US Bank	USB	0	0.000	07/01/2020	0		1	0.000	0	SYST0051	70051	0
California Asset Mgm	CMP	512	0.060	12/14/2018	512		1	0.060	512	SYST0071	70071	512
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	100	3.169	506,954	14912L6U0A	26956	503,036
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	08/09/2021	100	2.790	506,954	14912L6U0A	26957	503,551
American Honda Finan	UBOC	510,000	1.700	03/25/2020	496,924	09/09/2021	131	3.522	512,591	02665WB05	26964	506,806
NYC Transitional F	UBOC	1,555,000	2.900	04/15/2020	1,593,269	11/01/2021	184	1.285	1,575,464	64971Q7F4	26982	1,567,369
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	287	2.972	406,140	594918BA1	26578	398,247
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	335	3.335	510,050	87236YAE8	26582	498,356
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	375	2.329	4,103,787	037833C01	26524	4,024,271
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	405	1.760	3,654,329	313379C69	26467	3,588,800
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	442	3.083	514,940	713448CX4	26580	500,089
NYC Transitional F	UBOC	1,015,000	2.850	04/15/2020	1,046,120	08/01/2022	457	1.485	1,046,932	64971WFJ4	26981	1,031,954

Northern California Power Agency  
Treasurer's Report

04/30/2021

General Operating Reserve

Table with columns: 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. Rows include issuers like Walt Disney Company, Visa Inc, US Bank, Oracle Corp, Praxair Inc, Berkshire Hathaway I, United Parcel Serv, Chevron Corp, Arizona Board of Reg, Chevron Corp, Walmart, Inc, Montgomery Water Wor, Pfizer Inc, Honolulu City and Co, Citibank NA, JP Morgan, US Bank, JP Morgan, Toyota Motor Credit, East Side Union High, Honolulu City and Co, California State Uni, JP Morgan, Federal Home Loan Ba, US Bank, W W Grainger Inc, W W Grainger Inc, Memphis Center City, Tulsa County OK Ind, City of Huntsville A, Arizona Public Servi, Honeywell Internatio, County of Jasper IA, Precision Castparts, Wells Fargo Bank, JP Morgan, Federal Home Loan Mt, City of Baltimore, Wisconsin Dept Trans, East Side Union High, Federal Farm Credit.

Northern California Power Agency  
Treasurer's Report

04/30/2021

General Operating Reserve

Table with columns: Issuer, Trustee / Custodian, Stated Value, Interest Rate, Purchase Date, Purchase Price, Maturity Date, Days to Maturity, Bond\* Equiv Yield, Market Value, CUSIP, Investment #, Carrying Value. Rows include Federal National Mtg, Federal National Mtg, Federal Agricultural, Federal Farm Credit, Federal Farm Credit, Federal Home Loan Ba, Federal Home Loan Mt, Bank of America Corp, Federal Farm Credit, JP Morgan, Federal National Mtg, Apple Inc., JP Morgan, Charles Schwab Corp, Federal Home Loan Ba, Federal Home Loan Ba, Oregon State Dept o, Federal Home Loan Ba.

Fund Total and Average \$ 83,081,712 1.459 \$ 83,880,040 806 1.217 \$ 84,255,215 \$ 83,703,443

GRAND TOTALS: \$ 175,178,568 1.369 \$ 175,575,406 798 1.320 \$ 177,098,728. \$ 175,724,137

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2021

Callable Dates:

Table with columns: Inv #, Issuer, Maturity Date, Days to Maturity, Bond\* Equiv Yield, Market Value, CUSIP, Investment #, Carrying Value. Rows include USB, ORCL, TOY, WMT, BAC, TOY, USBANK, JPM, USBANK, USBANK, HON, NYCCEN, NYCCEN, AZSHGR, JPM, FNMA, JAS, WFC, FLMC, FLMC, JPM, MAS, WSTRN.

05/04/2021 05:33 am



**Northern California Power Agency  
Treasurer's Report  
04/30/2021**

**Geo 2012A Debt Service**

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	122,000	0.015	03/26/2021	121,996	06/18/2021	48	0.015	122,000	313385HA7	27204	121,998
U.S. Treasury	USBT	125,000	0.069	01/26/2021	124,968	06/29/2021	59	0.060	124,998	912796H36	27150	124,988
U.S. Treasury	UBOC	123,000	0.019	02/25/2021	122,992	06/29/2021	59	0.020	122,998	912796H36	27182	122,996
<b>Fund Total and Average</b>		<b>\$ 370,000</b>	<b>0.032</b>		<b>\$ 369,956</b>		<b>55</b>	<b>0.032</b>	<b>\$ 369,956</b>			<b>\$ 369,982</b>

**Geo 2016A Debt Service**

Federal Home Loan Ba	USBT	289,000	0.014	03/26/2021	288,990	06/18/2021	48	0.015	289,000	313385HA7	27205	288,994
U.S. Treasury	USBT	1,919,000	0.060	01/26/2021	1,918,507	06/29/2021	59	0.060	1,918,962	912796H36	27151	1,918,811
U.S. Treasury	USBT	289,000	0.020	02/25/2021	288,980	06/29/2021	59	0.020	288,994	912796H36	27183	288,991
<b>Fund Total and Average</b>		<b>\$ 2,497,000</b>	<b>0.050</b>		<b>\$ 2,496,477</b>		<b>58</b>	<b>0.051</b>	<b>\$ 2,496,956</b>			<b>\$ 2,496,796</b>

**Geothermal Special Reserve**

Union Bank of Calif	UBOC	5,000	0.002	07/01/2020	5,000		1	0.002	5,000	SYST0015	70015	5,000
Federal National Mtg	UBOC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,651	0.460	1,477,523	3135G06G3	27167	1,497,672
<b>Fund Total and Average</b>		<b>\$ 1,500,000</b>	<b>0.498</b>		<b>\$ 1,502,796</b>		<b>1646</b>	<b>0.458</b>	<b>\$ 1,482,523</b>			<b>\$ 1,502,672</b>

**Geo Decommissioning Reserve**

Local Agency Investm	LAIF	281,749	0.438		281,749		1	0.438	281,749	SYST0027	70027	281,749
Union Bank of Calif	UBOC	5,510	0.002		5,510		1	0.002	5,510	SYST0034	70034	5,510
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	100	3.169	506,954	14912L6UDA	26965	503,036
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	121	3.002	252,488	02007GEG2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	222	3.103	758,918	69353REY0	26553	747,640
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	375	2.329	877,970	037833CQ1	26499	860,958
University of Calif	UBOC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	379	1.080	1,021,990	91412G2T1	27001	1,012,619
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	486	3.154	260,160	949763TLDA	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	487	3.051	259,825	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	493	3.152	260,323	254673T8BA	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	579	3.004	773,805	25468PCW4	26551	742,801
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	636	3.104	783,495	2442ZER18	26550	746,337
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	638	3.229	782,895	06408RAE7	26549	746,638
Crook County School	UBOC	355,000	1.563	05/07/2020	356,211	06/15/2023	775	1.450	362,132	227183DH0	27003	355,827
Solano County CCD	UBOC	385,000	5.500	04/09/2020	434,938	08/01/2023	822	1.471	428,640	83412PCND	26978	418,935
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	851	3.203	267,610	29278TCP3A	30309	250,000
Clitbank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	859	3.301	268,368	17312QS34A	30314	250,000
Federal Farm Credit	UBOC	1,590,000	0.875	04/08/2020	1,590,000	04/08/2024	1,073	0.875	1,598,204	3133ELVX9	26976	1,590,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,181	2.410	501,640	89235TGD1	26842	500,000





Northern California Power Agency  
Treasurer's Report  
04/30/2021

Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchase Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Sacramento Suburban	UBOC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,280	1.846	349,757	78607QAY1	26977	344,943
WW Grainger Inc.	UBOC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,386	1.161	441,048	384802AE4	27002	435,754
California St Hlth F	UBOC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,492	0.952	501,705	13032LJXM5	27111	500,000
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,495	0.710	998,710	31386GWA7	27010	1,000,000
Houston Airport Sys	UBOC	750,000	1.372	10/20/2020	750,000	07/01/2025	1,522	1.372	759,840	442349EM4	27102	750,000
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,522	0.610	497,165	592112UB0	27175	500,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	1,544	3.455	2,014,740	3133EJUT4	28644	1,999,577
East Side Union High	UBOC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,553	0.940	996,210	275282PS4	27109	1,000,000
Federal Home Loan Mt	UBOC	1,000,000	0.540	09/15/2020	1,000,000	09/15/2025	1,588	0.540	988,310	3134GWL38	27070	1,000,000
Federal Farm Credit	UBOC	585,000	0.530	09/29/2020	585,000	09/29/2025	1,612	0.530	558,621	3133EMBH4	27082	565,000
Federal Home Loan Mt	UBOC	1,500,000	0.530	10/15/2020	1,500,000	10/15/2025	1,628	0.530	1,468,935	3134GWY34	27101	1,500,000
Apple Inc.	UBOC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	1,744	0.700	987,200	037833EB2	27162	1,000,000
Federal Farm Credit	UBOC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,766	0.840	499,590	3133EMSK9	27198	500,000
JP Morgan	UBOC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,825	1.200	497,490	48128G3G3	27218	500,000
New York City Genera	UBOC	585,000	2.040	04/30/2021	583,204	03/01/2030	3,226	2.078	584,298	64966QJX6	27219	583,205
Federal Home Loan Ba	UBOC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	3,572	1.360	973,010	3130AKX76	27163	1,000,000
Federal Agricultural	UBOC	972,000	1.460	02/18/2021	972,000	02/18/2031	3,580	1.460	950,208	31422XAU6	27177	972,000
<b>Fund Total and Average</b>		<b>\$ 24,110,470</b>	<b>1.769</b>		<b>\$ 24,150,392</b>		<b>1378</b>	<b>1.713</b>	<b>\$ 24,319,513</b>			<b>\$ 24,162,529</b>

Geo 2012A DSR Account

U.S. Treasury	USBT	1,622,000	0.069	09/29/2020	1,621,089	07/15/2021	75	0.071	1,621,968	9127963S6	27096	1,621,763
<b>Fund Total and Average</b>		<b>\$ 1,622,000</b>	<b>0.070</b>		<b>\$ 1,621,089</b>		<b>75</b>	<b>0.071</b>	<b>\$ 1,621,968</b>			<b>\$ 1,621,763</b>
<b>GRAND TOTALS:</b>		<b>\$ 30,099,470</b>	<b>1.451</b>		<b>\$ 30,140,710</b>		<b>1196</b>	<b>1.404</b>	<b>\$ 30,290,956.</b>			<b>\$ 30,153,742</b>

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2021

Callable Dates:

Inv #	FFCB	Anytime starting 7/23/2021
26844	TOYOTA	Semi-annually starting 7/25/2021
26842	FFCB	Anytime starting 4/8/2022
26876	SCRWTR	Anytime
26877	UNVHGR	Anytime
27001	FNMA	Quarterly starting 6/4/2021
Inv #	FHLMC	Quarterly starting 9/15/2022
27070	FFCB	Anytime starting 9/29/2021
27082	FHLMC	Annually starting 10/15/2021
27101	FHLMC	Anytime
27111	CASMED	Anytime
27162	APPL	Anytime starting 1/8/2026
27163	FHLB	Callable on 8/10/2021
27177	FAMC	Semi-annually starting 2/18/2022
27198	FFCB	Anytime starting 6/2/2021
27218	JPM	Annually starting 4/30/2023
27219	NYC	Anytime



Northern California Power Agency  
Treasurer's Report

04/30/2021

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	4,288,267	0.438		4,288,267		1	0.438	4,288,267	SYS70028	70028	4,288,267
Union Bank of Calif	UBOC	810	0.002		810		1	0.002	810	SYS70031	70031	810
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	259	3.314	507,330	07330NAC8	26618	497,723
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	309	2.946	507,410	30231GAJ1	26621	497,808
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	318	3.182	562,051	91159HHC7	26651	549,177
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	502	3.051	513,235	74460DAB5	26546	495,653
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	592	3.051	518,980	92825CAC6	26547	498,115
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	620	3.215	519,655	89238TEL5	26619	495,965
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	655	3.121	518,665	68389XBR5	26545	495,866
United Parcel Serv	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	700	3.182	520,360	911312BK1	28620	493,970
Colgate-Palmolive Co	UBOC	550,000	2.100	08/09/2018	528,660	05/01/2023	730	2.985	569,668	19416QEC0	26652	540,973
Federal Home Loan Mt	UBOC	500,000	0.375	07/30/2020	500,000	07/28/2023	818	0.411	500,210	3134GWDL7	27045	500,000
Federal Home Loan Mt	UBOC	500,000	0.375	08/03/2020	500,000	08/03/2023	824	0.375	500,260	3134GWJC1	27051	500,000
J Paul Getty Trust	UBOC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	975	0.401	994,370	374288AB4	27161	1,000,000
Nashville Met Gov	UBOC	250,000	1.030	12/17/2020	250,000	08/01/2024	1,188	1.029	252,583	592090GB4	27134	250,000
California Infra & E	UBOC	100,000	0.645	12/17/2020	100,000	10/01/2024	1,249	0.683	99,962	13034AL57	27135	100,000
Walmart, Inc.	UBOC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,324	1.744	535,215	931142DV2	26950	515,647
Bank of NY Mellon Co	UBOC	545,000	1.600	04/30/2021	561,197	04/24/2025	1,454	0.839	561,067	06405RAN7	27221	561,186
Federal Agricultural	UBOC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,479	0.675	501,540	31422BA26	27004	500,000
Nashville Met Gov	UBOC	250,000	1.230	12/17/2020	250,000	08/01/2025	1,553	1.229	252,575	592090GC2	27133	250,000
City of El Paso TX	UBOC	500,000	4.346	12/07/2020	553,420	08/15/2025	1,567	1.950	542,800	283734TC5	27131	548,863
Federal National Mtg	UBOC	440,000	0.600	08/26/2020	440,000	08/26/2025	1,578	0.600	436,608	3136G4X32	27059	440,000
California Infra & E	UBOC	130,000	0.765	12/17/2020	130,000	10/01/2025	1,614	0.765	129,316	13034AL65	27132	130,000
Bank of America Corp	UBOC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,669	0.798	985,910	06048WK41	27121	1,000,000
Federal National Mtg	UBOC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,684	0.615	495,240	3135G06J7	27136	500,786
JP Morgan	UBOC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,696	0.825	476,370	48128GY53	27140	500,000
Federal National Mtg	UBOC	500,000	0.640	01/06/2021	501,550	12/30/2025	1,704	0.576	494,755	3135G06Q1	27148	501,451
Federal Home Loan Ba	UBOC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,748	0.590	491,245	3130AKVIA0	27165	499,761
Federal Home Loan Ba	UBOC	500,000	0.500	02/25/2021	500,000	02/25/2026	1,761	0.500	491,645	3130AKXX9	27181	500,000
Federal Home Loan Ba	UBOC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,816	1.084	500,170	3130ALXR0	27214	500,000
<b>Fund Total and Average</b>		<b>\$ 18,104,077</b>	<b>1.261</b>		<b>\$ 18,093,811</b>		<b>874</b>	<b>1.297</b>	<b>\$ 16,248,272</b>			<b>\$ 18,152,061</b>

Hydro Initial Facilities

U.S. Treasury	USBT	4,236,000	0.020	02/25/2021	4,235,708	06/29/2021	59	0.020	4,235,915	912796H36	27191	4,235,861
---------------	------	-----------	-------	------------	-----------	------------	----	-------	-----------	-----------	-------	-----------

<b>Fund Total and Average</b>		<b>\$ 4,236,000</b>	<b>0.020</b>		<b>\$ 4,235,708</b>		<b>59</b>	<b>0.020</b>	<b>\$ 4,235,915</b>			<b>\$ 4,235,861</b>
-------------------------------	--	---------------------	--------------	--	---------------------	--	-----------	--------------	---------------------	--	--	---------------------

Hydro Debt Service

Northern California Power Agency  
Treasurer's Report  
04/30/2021



Hydro Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value			
Federal Home Loan Ba	USBT	793,000	0.014	03/26/2021	792,972	06/18/2021	48	0.015	793,000	313385HA7	27206	792,984			
U.S. Treasury	USBT	8,431,000	0.060	01/26/2021	8,428,836	06/29/2021	59	0.060	8,430,831	912796H36	27152	8,430,171			
U.S. Treasury	USBT	792,000	0.020	02/25/2021	791,945	06/29/2021	59	0.020	791,984	912796H36	27184	791,974			
<b>Fund Total and Average</b>															
<table border="0" style="width:100%"> <tr> <td style="width:100%">\$ 10,016,000</td> <td style="width:100%">\$ 10,013,753</td> <td style="width:100%">\$ 10,015,815</td> <td style="width:100%">\$ 10,015,129</td> </tr> </table>												\$ 10,016,000	\$ 10,013,753	\$ 10,015,815	\$ 10,015,129
\$ 10,016,000	\$ 10,013,753	\$ 10,015,815	\$ 10,015,129												

Hydro 2018A Debt Service

Federal Home Loan Ba	USBT	1,148,000	0.015	03/26/2021	1,147,960	06/18/2021	48	0.015	1,148,000	313385HA7	27207	1,147,977			
U.S. Treasury	USBT	6,808,000	0.060	01/26/2021	6,806,253	06/29/2021	59	0.060	6,807,864	912796H36	27153	6,807,331			
U.S. Treasury	USBT	1,148,000	0.019	02/25/2021	1,147,921	06/29/2021	59	0.020	1,147,977	912796H36	27185	1,147,962			
<b>Fund Total and Average</b>															
<table border="0" style="width:100%"> <tr> <td style="width:100%">\$ 9,104,000</td> <td style="width:100%">\$ 9,102,134</td> <td style="width:100%">\$ 9,103,841</td> <td style="width:100%">\$ 9,103,270</td> </tr> </table>												\$ 9,104,000	\$ 9,102,134	\$ 9,103,841	\$ 9,103,270
\$ 9,104,000	\$ 9,102,134	\$ 9,103,841	\$ 9,103,270												

Hydro 2019A Debt Service

Federal Home Loan Ba	USBT	809,000	0.014	03/26/2021	808,972	06/18/2021	48	0.015	809,000	313385HA7	27208	808,984			
U.S. Treasury	USBT	4,907,000	0.060	01/26/2021	4,905,741	06/29/2021	59	0.060	4,906,902	912796H36	27154	4,906,517			
U.S. Treasury	USBT	809,000	0.020	02/25/2021	808,944	06/29/2021	59	0.020	808,984	912796H36	27186	808,973			
<b>Fund Total and Average</b>															
<table border="0" style="width:100%"> <tr> <td style="width:100%">\$ 6,526,000</td> <td style="width:100%">\$ 6,523,657</td> <td style="width:100%">\$ 6,524,886</td> <td style="width:100%">\$ 6,524,474</td> </tr> </table>												\$ 6,526,000	\$ 6,523,657	\$ 6,524,886	\$ 6,524,474
\$ 6,526,000	\$ 6,523,657	\$ 6,524,886	\$ 6,524,474												

Hydro 2012A Rebate Account

U.S. Treasury	USBT	45,000	0.069	09/29/2020	44,975	07/15/2021	75	0.071	44,999	9127963S6	27097	44,993			
Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	100	1.790	692,163	3134G93A3	26432	689,152			
<b>Fund Total and Average</b>															
<table border="0" style="width:100%"> <tr> <td style="width:100%">\$ 734,000</td> <td style="width:100%">\$ 736,366</td> <td style="width:100%">\$ 737,162</td> <td style="width:100%">\$ 734,145</td> </tr> </table>												\$ 734,000	\$ 736,366	\$ 737,162	\$ 734,145
\$ 734,000	\$ 736,366	\$ 737,162	\$ 734,145												

Hydro Special Reserve

Union Bank of Calif	UBOC	5,000	0.002	07/01/2020	5,000		1	0.002	5,000	SYST0016	70016	5,000			
Federal National Mtg	UBOC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,651	0.460	1,477,523	3135G06G3	27166	1,497,672			
<b>Fund Total and Average</b>															
<table border="0" style="width:100%"> <tr> <td style="width:100%">\$ 1,500,000</td> <td style="width:100%">\$ 1,502,796</td> <td style="width:100%">\$ 1,482,523</td> <td style="width:100%">\$ 1,502,672</td> </tr> </table>												\$ 1,500,000	\$ 1,502,796	\$ 1,482,523	\$ 1,502,672
\$ 1,500,000	\$ 1,502,796	\$ 1,482,523	\$ 1,502,672												

Hydro 2012 DSRA

U.S. Treasury	USBT	254,000	0.069	09/29/2020	253,857	07/15/2021	75	0.071	253,995	9127963S6	27098	253,963			
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	257	2.390	3,991,516	3137EAD82	25852	3,927,875			
U.S. Treasury	USBT	387,000	0.030	04/28/2021	386,892	03/24/2022	327	0.030	386,841	912796F38	27217	386,893			
<b>Fund Total and Average</b>															
<table border="0" style="width:100%"> <tr> <td style="width:100%">\$ 4,569,000</td> <td style="width:100%">\$ 4,566,981</td> <td style="width:100%">\$ 4,632,352</td> <td style="width:100%">\$ 4,568,731</td> </tr> </table>												\$ 4,569,000	\$ 4,566,981	\$ 4,632,352	\$ 4,568,731
\$ 4,569,000	\$ 4,566,981	\$ 4,632,352	\$ 4,568,731												

GRAND TOTALS: \$ 54,788,077 0.651 \$ 54,775,206 388 0.661 \$ 54,980,766. \$ 54,836,343

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

Current Market Value is based on prices from Trustee/Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2021

Callable Dates:

Inv #	Callable Dates
26950	WMT Anytime starting 10/15/2024
27004	FAMCA Semi-annually starting 5/19/2022
27045	FHLMC 7/28/2021 only
27051	FHLMC Quarterly starting 8/03/2021
27059	FNMA Quarterly starting 8/26/2021
27121	BAC 1/25/2021 only
27131	ELPASO Callable annually starting 8/15/2023
27132	FFCB Anytime
27135	CASDEV Anytime
27136	FNMA Quarterly starting 6/10/2021
27140	JPMI Quarterly starting 12/22/2023
27161	JPGETY Anytime starting 10/1/2023
27165	FHLB Anytime starting 8/12/2021
27181	FHLB 2/25/2022 only
27214	FHLB 4/21/2023 only
27221	BK 3/24/2025

Northern California Power Agency  
Treasurer's Report  
04/30/2021

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	415,226	0.600		415,226		1	0.600	415,226	SYS78017	79017	415,226
U.S. Treasury	USBT	2,041,000	0.025	02/25/2021	2,040,782	07/29/2021	89	0.025	2,040,918	912796C56	27187	2,040,874
U.S. Treasury	USBT	414,000	0.007	03/26/2021	413,989	07/29/2021	89	0.007	413,983	912796C56	27209	413,992
Federal Home Loan Ba	USBT	415,000	0.060	01/26/2021	414,872	07/30/2021	90	0.060	414,992	313385JU1	27155	414,938
<b>Fund Total and Average</b>		<b>\$ 3,285,226</b>	<b>0.100</b>		<b>\$ 3,284,869</b>		<b>78</b>	<b>0.100</b>	<b>\$ 3,285,119</b>			<b>\$ 3,285,030</b>
<b>GRAND TOTALS:</b>		<b>\$ 3,285,226</b>	<b>0.100</b>		<b>\$ 3,284,869</b>		<b>78</b>	<b>0.100</b>	<b>\$ 3,285,119.</b>			<b>\$ 3,285,030</b>

\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.  
Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2021

Northern California Power Agency  
Treasurer's Report  
04/30/2021



LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		141,282	0.438		141,282		1	0.438	141,282	SYS70046	70046	141,282
<b>Fund Total and Average</b>		<b>\$ 141,282</b>	<b>0.438</b>	<b>\$ 141,282</b>		<b>1</b>	<b>1</b>	<b>0.438</b>	<b>\$ 141,282</b>			<b>\$ 141,282</b>

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	1,076,813	0.600		1,076,813		1	0.600	1,076,813	SYS79004	79004	1,076,813
U.S. Treasury	USBT	2,135,000	0.065	12/03/2020	2,135,325	05/27/2021	26	0.065	2,136,000	912796A33	27127	2,135,900
U.S. Treasury	USBT	1,561,000	0.007	03/26/2021	1,560,980	05/27/2021	26	0.007	1,561,000	912796A33	27210	1,560,992
Federal Home Loan Ba	USBT	1,076,000	0.050	01/26/2021	1,075,812	06/01/2021	31	0.050	1,076,000	313385GH3A	27156	1,075,954
U.S. Treasury	USBT	1,077,000	0.080	12/30/2020	1,076,634	06/01/2021	31	0.081	1,076,989	912796G37	27143	1,076,928
U.S. Treasury	USBT	591,000	0.019	02/25/2021	590,968	06/01/2021	31	0.020	590,984	912796G37	27188	590,990
<b>Fund Total and Average</b>		<b>\$ 7,517,813</b>	<b>0.126</b>	<b>\$ 7,516,532</b>		<b>24</b>	<b>24</b>	<b>0.127</b>	<b>\$ 7,517,796</b>			<b>\$ 7,517,575</b>

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	944,760	0.600		944,760		1	0.600	944,760	SYS79012	79012	944,760
U.S. Treasury	USBT	3,858,000	0.065	12/03/2020	3,856,781	05/27/2021	26	0.065	3,858,000	912796A33	27128	3,857,819
U.S. Treasury	USBT	944,000	0.007	03/26/2021	943,988	05/27/2021	26	0.007	944,000	912796A33	27211	943,995
Federal Home Loan Ba	USBT	944,000	0.050	01/26/2021	943,835	06/01/2021	31	0.050	944,000	313385GH3A	27157	943,959
U.S. Treasury	USBT	945,000	0.080	12/30/2020	944,679	06/01/2021	31	0.081	944,991	912796G37	27144	944,935
U.S. Treasury	USBT	944,000	0.020	02/25/2021	943,950	06/01/2021	31	0.020	943,991	912796G37	27189	943,984
<b>Fund Total and Average</b>		<b>\$ 8,579,760</b>	<b>0.113</b>	<b>\$ 8,577,993</b>		<b>25</b>	<b>25</b>	<b>0.113</b>	<b>\$ 8,579,742</b>			<b>\$ 8,579,452</b>

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	2,978,000	0.065	12/03/2020	2,977,059	05/27/2021	26	0.065	2,978,000	912796A33	27129	2,977,860
U.S. Treasury	USBT	667,000	0.007	03/26/2021	666,991	05/27/2021	26	0.007	667,000	912796A33	27212	666,996
Federal Home Loan Ba	USBT	667,000	0.050	01/26/2021	666,883	06/01/2021	31	0.050	667,000	313385GH3A	27158	666,971
U.S. Treasury	USBT	667,000	0.080	12/30/2020	666,773	06/01/2021	31	0.081	666,993	912796G37	27145	666,954
U.S. Treasury	USBT	666,000	0.019	02/25/2021	665,964	06/01/2021	31	0.020	665,993	912796G37	27190	665,989
<b>Fund Total and Average</b>		<b>\$ 5,645,000</b>	<b>0.053</b>	<b>\$ 5,643,670</b>		<b>28</b>	<b>28</b>	<b>0.054</b>	<b>\$ 5,644,986</b>			<b>\$ 5,644,770</b>

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	425	0.600		425		1	0.600	425	SYS79005	79005	425
Federal Home Loan Ba	USBT	465,000	0.050	01/26/2021	464,919	06/01/2021	31	0.050	465,000	313385GH3A	27159	464,980
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	103	1.699	150,444	3137EAE9	26454	149,767
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	405	1.760	4,190,979	313379Q69	26463	4,115,827

Northern California Power Agency  
Treasurer's Report

04/30/2021

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,766	0.840	4,426,367	3133EMSK9	27199	4,430,000
<b>Fund Total and Average</b>		<b>\$ 9,145,425</b>	<b>1.382</b>		<b>\$ 9,210,298</b>	<b>1039</b>		<b>1.227</b>	<b>\$ 9,233,215</b>			<b>\$ 9,160,999</b>

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	804	0.600	07/01/2020	804		1	0.600	804	SYS79006	79006	804
U.S. Treasury	USBT	2,369,000	0.069	09/29/2020	2,367,669	07/15/2021	75	0.071	2,368,953	9127963S6	27099	2,368,655
<b>Fund Total and Average</b>		<b>\$ 2,369,804</b>	<b>0.070</b>		<b>\$ 2,368,473</b>	<b>75</b>		<b>0.071</b>	<b>\$ 2,369,757</b>			<b>\$ 2,369,459</b>

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	735	0.600	07/01/2020	735		1	0.600	735	SYS79013	79013	735
U.S. Treasury	USBT	383,000	0.019	02/25/2021	382,980	06/01/2021	31	0.020	382,996	912796G37	27193	382,993
U.S. Treasury	USBT	759,000	0.069	09/29/2020	758,573	07/15/2021	75	0.071	758,985	9127963S6	27100	758,889
<b>Fund Total and Average</b>		<b>\$ 1,142,735</b>	<b>0.054</b>		<b>\$ 1,142,288</b>	<b>60</b>		<b>0.054</b>	<b>\$ 1,142,716</b>			<b>\$ 1,142,617</b>

LEC O & M Reserve

Local Agency Investm	UBOC	1,550,653	0.438		1,550,653		1	0.438	1,550,653	SYS70047	70047	1,550,653
Union Bank of Califo	UBOC	66,937	0.002		66,937		1	0.002	66,937	SYS70041	70041	66,937
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	495,995	10/07/2021	159	1.555	498,272	89236TGJ8	26953	495,515
Memphis Center City	UBOC	500,000	5.530	04/27/2020	533,880	11/01/2021	184	1.000	513,165	58607ECD4	26986	511,210
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	367	2.456	608,869	90331HPC1	26822	596,172
Federal Home Loan Mt	UBOC	1,000,000	0.375	07/30/2020	1,000,000	07/28/2023	818	0.375	1,000,420	3134GWDL7	27046	1,000,000
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,310	1.776	506,966	14912L6G1	26952	488,431
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,522	0.610	497,165	592112UB0	27176	500,000
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,550	0.579	992,280	3136G4D75	27047	1,000,849
Federal Farm Credit	UBOC	2,000,000	0.670	08/04/2020	2,000,000	08/04/2025	1,556	0.670	2,000,040	3133EL2S2	27054	2,000,000
Federal National Mtg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,570	0.600	991,810	3136G4G72	27057	1,000,000
Federal Farm Credit	UBOC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,612	0.530	741,533	3133EMBH4	27083	750,000
Federal Farm Credit	UBOC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,612	0.530	660,459	3133EMBJ0	27084	670,000
Apple Inc.	UBOC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,744	0.699	493,600	037833EB2	27170	500,000
JP Morgan	UBOC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,825	1.200	497,490	48128G3G3	27222	500,000
<b>Fund Total and Average</b>		<b>\$ 11,592,590</b>	<b>1.074</b>		<b>\$ 11,664,324</b>	<b>1112</b>		<b>0.791</b>	<b>\$ 11,619,659</b>			<b>\$ 11,629,767</b>

GRAND TOTALS: \$ 46,134,409 0.599 \$ 46,264,860 503 0.497 \$ 46,249,153. \$ 46,185,921

\* Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.  
 Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2021

**Callable Dates:**

Inv #	Country	Callable Dates
26822	USB	Anytime starting 4/22/2022
27046	FHLMC	7/28/2021 only
27047	FHLMC	Quarterly starting 7/29/2022
27054	FHLMC	Anytime
27057	FNMA	Quarterly starting 8/18/2022
27083	FHLMC	Anytime starting 9/29/2021
27084	FHLMC	Anytime
27170	APPL	Anytime starting 1/8/2026
27199	FHLMC	Anytime starting 6/2/2021
27222	JPM	Annually starting 4/30/2023






# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** Disposal of Northern California Power Agency Surplus Property

**AGENDA CATEGORY:** Consent

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

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

**RECOMMENDATION:**

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

- Obsolete and broken computer equipment from Headquarters

**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: Declaration of Surplus  
Receipt of disposal

**DECLARATION OF SURPLUS  
SUPPLIES, MATERIALS & EQUIPMENT**

Date: 4/13/2021

QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
				UNIT	TOTAL		
1.	42	* Desktop Computers	S	\$0.00	\$0.00	N/A	DRC Storage
2.	25	* Laptops	S	\$0.00	\$0.00	N/A	DRC Storage
3.	25	* Network Switch	S	\$0.00	\$0.00	N/A	DRC Storage
4.	17	* LCD Monitors	S	\$0.00	\$0.00	N/A	DRC Storage
5.	8	* HP Thin Client	S	\$0.00	\$0.00	N/A	DRC Storage
6.	2	* iPad	S	\$0.00	\$0.00	N/A	DRC Storage
7.	4	* MS Surface Tablet	S	\$0.00	\$0.00	N/A	DRC Storage
8.	7	* Printers	S	\$0.00	\$0.00	N/A	DRC Storage

**JUSTIFICATION FOR SURPLUS/DISPOSAL:**

**RECOMMENDED DISPOSITION:**  
 NEGOTIATED (Private) SALE \_\_\_\_\_  
 PUBLIC SALE: \_\_\_\_\_ SEALED BIDS \_\_\_\_\_ AUCTION \_\_\_\_\_  
 DISPOSAL: \_\_\_\_\_ SCRAP/RECYCLE VALUE X NO VALUE - TRASH/JUNK \_\_\_\_\_  
**DISPOSITION JUSTIFICATION:**  
 Old computer and related IT equipment no longer supported or broken and does  
 does not hold any value.

---

**PREPARED BY:** CHRIS CARNESI \_\_\_\_\_  
**APPROVED BY:** Wally Hand ORG. CODE: 900  
 (ASST. GEN. MANAGER)  
**AUTHORIZATION TO PROCEED:** Andy S. For DATE: 4/13/21  
 (GENERAL MANAGER)

---

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



Date:	Start 4/30/2021	Finish 4/30/2021	Time Processed	
Ship From		Bill of Lading Number: PTB#:		
NCPA 7664 Old Auburn Rd Citrus Heights, CA 95610		John Behringer 916-872-5215/ Jerred Whitbey 916-521-9840		
Not Needed				
Ship To		MMO/SOW		
SIMS RECYCLING - RO 8855 Washington Blvd., Roseville, California, 95678		Jessica Carrasco 520-591-2709		
Third Party Freight Charges Bill to		MMO/SOW		
Sims Recycling Solutions 8855 WASHINGTON BLVD. ROSEVILLE, CA 95678		2057536/1007156		
Notes:		Bin:	0	
		Pallet:	4	
		Gaylord:	1	
Total Pallet/Gaylord/Rack Piece Count at Pickup. Initial:                      Date:		Rack:	0	
All equipment verified as not containing data bearing components.		SRS Technician Signature		<i>Antonio Oliver</i> Print Name
		Data Center Representative Signature		<i>[Signature]</i> Sign Name
Customer Order Information				
Change Control #	# of Packages	Qty	Estimated Weight	Field Service MMO#
N/A		515	25,750	2057537
Hardware/Model #	Serial #	Asset Tag#	SRS Item #	Notes
<b>UNSERIALIZED ITEMS</b>	<b>QTY</b>			
Desktops	42			
Laptops	28			
Tablets	2			
Flat Panel Monitors	27			
Printers/Multi-Function	8			
Power Supplies/Cables	1 Gaylord			
Switch/Router/Network Device	46			
Misc. Items/# of Boxes	1Gaylord			
HDD's	218			
Tapes	144			
Total =		515		
Technician Signature/Date		Site Contact Signature/Pickup Date		
<i>[Signature]</i> 4/30/21				
This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT.				



Certificate of Data Destruction

NCPA

Data Destruction Information

Date Processed: 04/30/21

Time Processed: 12:00 AM

Data Eradication Technician: Antonio Olivar

Destruction Method: Shredding Destruction Result: Shredded

Total Count of Units 0
Service Location 7664 Old Auburn Rd Citrus Heights, CA
95610

Technician Signature: [Signature]

Storage Media Serial Numbers Eradicated

Report ID: 2057536SHRD

Table with 4 columns: Media Type, Count, Serial Number, and Remarks. Handwritten entries: HDD's 218, Tapes 144.



# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** ADM Associates, Inc. – First Amendment to Three Year Multi-Task Consulting Services Agreement for Evaluation, Measurement, and Verification Services, and Technical Advisory Services; Applicable to Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Jane Cirrincione <i>JPC</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Other</i>
<b>Division:</b>	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
<b>Department:</b>	Legislative & Regulatory	Contract extension

**IMPACTED MEMBERS:**

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

*If other, please specify*

---



---

## **RECOMMENDATION:**

Approve Resolution 21-46 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with ADM Associates, Inc. for evaluation, measurement, and verification services, and technical advisory services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to extend the term of the Agreement for an additional two year period, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

## **BACKGROUND:**

NCPA Members and other California publicly-owned utilities are required by Section 9505 (d) of the California Public Utilities Code to “make available to its customer and to the Energy Commission the results of an independent evaluation that measures and verifies the energy efficiency savings and the reduction in energy demand achieved by its energy efficiency and demand reduction programs.” The California Municipal Utility Association’s website serves as the central repository for all public power EM&V reports in the state.

In support of this requirement, on August 30, 2018, NCPA issued a Request for Proposal seeking proposals from qualified firms to provide the following categories of demand-side management (DSM) services:

- Evaluation, Measurement & Verification (EM&V) – provided on an as-needed basis to evaluate the actual amount of energy saved by a particular energy efficiency project, and;
- Technical Advisory Services – provided on an as-needed basis related to utility DSM programs. Such services include but are not limited to: measurement and verification of measures, program impact and process evaluation, site inspections to verify installed energy efficiency measures, rebate application review, energy saving estimate review, research and development of measures and energy savings, and free-ridership analysis.

NCPA entered into three agreements for these services, including a three-year Multi-Task Consulting Services Agreement with ADM Associates, Inc. effective December 14, 2018, for an amount not to exceed \$800,000. The agreements for these services have been used by multiple NCPA Members through NCPA’s Support Services program, and several NCPA Members have requested that the agreements be extended. This amendment will extend the term of the Agreement for an additional two-year period from the original expiration date of December 13, 2021, to a new date of December 13, 2023.

NCPA has agreements in place for similar services with Cadmus Group LLC and Energy & Resource Solutions n/k/a DNV Energy Services USA Inc.

## **FISCAL IMPACT:**

Upon execution, the total not to exceed amount of the agreement will remain unchanged at not to exceed \$800,000.00. 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 Request for Proposal (RFP) process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website on August 30, 2018, to September 20, 2018. A total of six responses were received and evaluated based on: 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; 6. Customer references. The selection process was completed by NCPA along with Alameda Municipal Power, Roseville Electric, and Silicon Valley Power.

This enabling agreement does not commit NCPA or NCPA Members to any expenditure of funds. 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 28, 2021, the Legislative & Regulatory Affairs Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

### **Attachments (3):**

- Resolution 21-46
- Multi-Task Consulting Services Agreement with ADM Associates, Inc.
- First Amendment to Multi-Task Consulting Services Agreement with ADM Associates, Inc.



**RESOLUTION 21-46**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES  
AGREEMENT WITH ADM ASSOCIATES, INC.**

**(reference Staff Report #158:21)**

WHEREAS, Northern California Power Agency (NCPA) and ADM Associates, Inc. entered into a Multi-Task Consulting Services Agreement effective December 14, 2018, for ADM Associates, Inc. to provide evaluation, measurement, and verification services, and technical advisory services, for use by NCPA, NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, NCPA Members have requested that the Agreement with ADM Associates, Inc. be extended beyond the original three-year term to accommodate anticipated projects; and

WHEREAS, several vendors were selected as a result of a request for proposal process in accordance with NCPA's procurement policies and procedures; and

WHEREAS, NCPA desires to extend the term of the Agreement for an additional two-year period; 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 the First Amendment to the Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021 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 MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND ADM ASSOCIATES, INC.**

This First Amendment (“Amendment”) to the Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and ADM Associates, Inc. (“Consultant”) (collectively referred to as “the Parties”) as of \_\_\_\_\_, 2021.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective December 14, 2018, (the “Agreement”) for Consultant to provide evaluation, measurement, and verification and technical advisory services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members, as requested; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional two-year period from the original expiration date of December 13, 2021, to a new date of December 13, 2023; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

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

**SIGNATURES ON NEXT PAGE**

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

NORTHERN CALIFORNIA POWER AGENCY

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

ADM ASSOCIATES, INC.

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

\_\_\_\_\_  
**TAGHI ALEREZA, CEO**

Attest:

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

Approved as to Form:

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

**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
ADM ASSOCIATES, 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 ADM Associates, a corporation, with its office located at 3239 Ramos Circle, Sacramento, California 95827 ("Consultant") (together sometimes referred to as the "Parties") as of 12/14, 2018 ("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 three (3) 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 EIGHT HUNDRED THOUSAND DOLLARS (\$800,000)** for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.
- 4.2.3 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

**4.3 Professional Liability Insurance.** 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.

**4.5.5 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.

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

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

**5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from

liability under this indemnification and hold harmless clause. 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.** Not applicable.

**Section 7. LEGAL REQUIREMENTS.**

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

permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

**Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

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

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

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

unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation,

a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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

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

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

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

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

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

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

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

- 10.7 **Contract Administrator.** This Agreement shall be administered by Jane 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:

Taghi Alereza  
CEO  
ADM Associates, Inc.  
3239 Ramos Circle  
Sacramento, CA 95827

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.

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

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

NORTHERN CALIFORNIA POWER AGENCY

ADM ASSOCIATES, INC.

Date

12/14/18

Date

12/10/2018

  
RANDY S. HOWARD  
GENERAL MANAGER

  
TAGHI ALEREZA  
CEO

Attest:

  
Assistant Secretary of the Commission

Approved as to Form:

  
Jane E. Luckhardt, General Counsel

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

As requested by Agency, Consultant will perform the following tasks under the Terms and Conditions of this Agreement:

- (1) ***Evaluation, Measurement & Verification ("EM&V")***: EM&V of the cost-effectiveness and energy savings attributed to DSM programs, based on a wide array of DSM programs and measures based on accepted engineering standards and protocols. These protocols include the 2006 California Energy Efficiency Evaluation Protocols developed by the California Public Utilities Commission and the 2016 International Performance Measurement and Verification Protocol Core Concepts.
  
- (2) ***Technical Advisory Services***: Technical advisory services, provided on an as needed basis, related to DSM programs. Technical advisory services include, but are not limited to:
  - a. Measurement and verification ("M&V") of measures
  - b. Program impact and process evaluation
  - c. Site inspections to verify installed energy efficiency measures
  - d. Rebate application review
  - e. Energy saving estimate review
  - f. Research and development of measures and energy savings
  - g. Free-ridership analysis



**EXHIBIT B**

**COMPENSATION SCHEDULE AND HOURLY FEES**

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

<i>Title</i>	<i>Hourly Rate</i>
<b>Principal</b>	<b>\$ 235.00</b>
<b>Director</b>	<b>\$ 185.00</b>
<b>Senior Engineer</b>	<b>\$ 145.00</b>
<b>Senior Analyst</b>	<b>\$ 145.00</b>
<b>Project Manager</b>	<b>\$ 120.00</b>
<b>Engineer II</b>	<b>\$ 120.00</b>
<b>Analyst II</b>	<b>\$ 120.00</b>
<b>Analyst</b>	<b>\$ 100.00</b>
<b>Engineer</b>	<b>\$ 100.00</b>
<b>Call Center Supervisor</b>	<b>\$ 80.00</b>
<b>Technician</b>	<b>\$ 80.00</b>
<b>Assistant</b>	<b>\$ 60.00</b>

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

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



# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** Cadmus Group LLC – First Amendment to Three Year Multi-Task Consulting Services Agreement for Evaluation, Measurement, and Verification Services, and Technical Advisory Services; Applicable to Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Jane Cirrincione <i>JDC</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Other</i>
<b>Division:</b>	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
<b>Department:</b>	Legislative & Regulatory	Contract extension

**IMPACTED MEMBERS:**

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

*If other, please specify*

---



---

## **RECOMMENDATION:**

Approve Resolution 21-47 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Cadmus Group LLC for evaluation, measurement, and verification services, and technical advisory services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to extend the term of the Agreement for an additional two year period, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

## **BACKGROUND:**

NCPA Members and other California publicly-owned utilities are required by Section 9505 (d) of the California Public Utilities Code to “make available to its customer and to the Energy Commission the results of an independent evaluation that measures and verifies the energy efficiency savings and the reduction in energy demand achieved by its energy efficiency and demand reduction programs.” The California Municipal Utility Association’s website serves as the central repository for all public power EM&V reports in the state.

In support of this requirement, on August 30, 2018, NCPA issued a Request for Proposal seeking proposals from qualified firms to provide the following categories of demand-side management (DSM) services:

- Evaluation, Measurement & Verification (EM&V) – provided on an as-needed basis to evaluate the actual amount of energy saved by a particular energy efficiency project, and;
- Technical Advisory Services – provided on an as-needed basis related to utility DSM programs. Such services include but are not limited to: measurement and verification of measures, program impact and process evaluation, site inspections to verify installed energy efficiency measures, rebate application review, energy saving estimate review, research and development of measures and energy savings, and free-ridership analysis.

NCPA entered into three agreements for these services, including a three-year Multi-Task Consulting Services Agreement with Cadmus Group LLC effective January 23, 2019, for an amount not to exceed \$800,000. The agreements for these services have been used by multiple NCPA Members through NCPA’s Support Services program, and several NCPA Members have requested that the agreements be extended. This amendment will extend the term of the Agreement for an additional two-year period from the original expiration date of January 22, 2022, to a new date of January 22, 2024.

NCPA has agreements in place for similar services with ADM Associates, Inc. and Energy & Resource Solutions n/k/a DNV Energy Services USA Inc.

## **FISCAL IMPACT:**

Upon execution, the total not to exceed amount of the agreement will remain unchanged at not to exceed \$800,000.00. 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 Request for Proposal (RFP) process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website on August 30, 2018, to September 20, 2018. A total of six responses were received and evaluated based on: 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; 6. Customer references. The selection process was completed by NCPA along with Alameda Municipal Power, Roseville Electric, and Silicon Valley Power.

This enabling agreement does not commit NCPA or NCPA Members to any expenditure of funds. 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 28, 2021, the Legislative & Regulatory Affairs Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (3):

- Resolution 21-47
- Multi-Task Consulting Services Agreement with Cadmus Group LLC
- First Amendment to Multi-Task Consulting Services Agreement with Cadmus Group LLC

RESOLUTION 21-47

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES
AGREEMENT WITH CADMUS GROUP LLC

(reference Staff Report #159:21)

WHEREAS, Northern California Power Agency (NCPA) and Cadmus Group LLC entered into a Multi-Task Consulting Services Agreement effective January 23, 2019, for Cadmus Group LLC to provide evaluation, measurement, and verification services, and technical advisory services, for use by NCPA, NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, NCPA Members have requested that the Agreement with Cadmus Group LLC be extended beyond the original three-year term to accommodate anticipated projects; and

WHEREAS, several vendors were selected as a result of a request for proposal process in accordance with NCPA's procurement policies and procedures; and

WHEREAS, NCPA desires to extend the term of the Agreement for an additional two-year period; 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 the First Amendment to the Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_ day of \_\_\_\_, 2021 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND CADMUS GROUP LLC**

This First Amendment (“Amendment”) to the Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Cadmus Group LLC (“Consultant”) (collectively referred to as “the Parties”) as of \_\_\_\_\_, 2021.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective January 23, 2019, (the “Agreement”) for Consultant to provide evaluation, measurement, and verification and technical advisory services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members, as requested; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional two-year period from the original expiration date of January 22, 2022, to a new date of January 22, 2024; and

WHEREAS, on April 20, 2021, Consultant gave Notice to Agency of a Rate Increase in accordance with the terms of the Agreement. The Parties have agreed to modify the Compensation Schedule as set forth in Exhibit B to the Agreement; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

2. **Exhibit B – COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the attached Exhibit B.
3. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

**SIGNATURES ON NEXT PAGE**

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

NORTHERN CALIFORNIA POWER AGENCY

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

CADMUS GROUP LLC

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

\_\_\_\_\_  
**TERRY FRY, Senior Vice President**

Attest:

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

Approved as to Form:

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

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

	2019	2020	2021
<b>Senior Vice President</b>	340	350	361
<b>Vice President</b>	310	319	329
<b>Executive Director</b>	310	319	329
<b>Principal</b>	290	299	308
<b>Senior Associate II</b>	245	252	260
<b>Senior Associate II</b>	210	216	223
<b>Associate II</b>	190	196	202
<b>Associate I</b>	180	185	191
<b>Senior Analyst II</b>	165	170	175
<b>Senior Analyst I</b>	155	160	164
<b>Analyst II</b>	135	139	143
<b>Analyst I</b>	115	118	122
<b>Research Analyst</b>	115	118	122
<b>Technical Editor</b>	125	129	133
<b>Intern</b>	75	77	80
<b>Engineering Tech IV</b>	135	139	143
<b>Engineering Tech III</b>	115	118	122
<b>Engineering Tech II</b>	85	88	90
<b>Engineering Tech I</b>	65	67	69
<b>Administrative</b>	75	77	80

2021 rates are effective as of May 20, 2021.

Upon the giving of 30 days' written notice to Agency, Consultant's rates may be subject to an annual escalation factor of not more than 3%.

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

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



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
CADMUS GROUP 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 Cadmus Group LLC, a corporation, with its office located at 720 SW Washington, Suite 400, Portland, Oregon 97205 ("Consultant") (together sometimes referred to as the "Parties") as of 1/23/2019, 2018 ("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 three (3) 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 EIGHT HUNDRED THOUSAND DOLLARS (\$800,000)** for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.
- 4.2.3 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

**4.3 Professional Liability Insurance.** 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, SCPA, and/or SCPA members pursuant to this Agreement, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPA or SCPA member.

**4.5.5 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.

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

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

**5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from

liability under this indemnification and hold harmless clause. 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.** Not applicable.

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

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

**7.2 Compliance with Applicable Laws.** 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.** Except for Consultant's pre-existing information and materials, all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency

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

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation,



a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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

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

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

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

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

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

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

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

- 10.7 Contract Administrator.** This Agreement shall be administered by Jane 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:

Allen Lee, Ph.D.  
Executive Director  
Cadmus, Energy Sector  
720 SW Washington, Suite 400  
Portland, OR 97205

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 SPPA 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

CADMUS GROUP LLC

Date 1/23/19

Date 1/18/2019

  
RANDY S. HOWARD  
GENERAL MANAGER

  
ALLEN LEE TERRY FRY  
EXECUTIVE DIRECTOR  
SENIOR VICE PRESIDENT

Attest:

  
Assistant Secretary of the Commission

Approved as to Form:

  
Jane E. Luckhardt, General Counsel

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

As requested by Agency, Consultant will perform the following tasks under the Terms and Conditions of this Agreement:

- (1) **Evaluation, Measurement & Verification (“EM&V”)**: EM&V of the cost-effectiveness and energy savings attributed to DSM programs, based on a wide array of DSM programs and measures based on accepted engineering standards and protocols. These protocols include the 2006 California Energy Efficiency Evaluation Protocols developed by the California Public Utilities Commission and the 2016 International Performance Measurement and Verification Protocol Core Concepts.
  
- (2) **Technical Advisory Services**: Technical advisory services, provided on an as needed basis, related to DSM programs. Technical advisory services include, but are not limited to:
  - a. Measurement and verification (“M&V”) of measures
  - b. Program impact and process evaluation
  - c. Site inspections to verify installed energy efficiency measures
  - d. Rebate application review
  - e. Energy saving estimate review
  - f. Research and development of measures and energy savings
  - g. Free-ridership analysis

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

Bill Title	FY19 Bill Rate
Senior Vice President	\$340
Vice President	\$310
Executive Director	\$310
Principal	\$290
Senior Associate II	\$245
Senior Associate I	\$210
Associate II	\$190
Associate I	\$180
Senior Analyst II	\$165
Senior Analyst I	\$155
Analyst II	\$135
Analyst	\$115
Research Analyst	\$115
Technical Editor	\$125
Intern	\$75
Engineering Technician IV	\$135
Engineering Technician III	\$115
Engineering Technician II	\$85
Engineering Technician I	\$65
Administrative	\$75

Upon the giving of 30 days' written notice to Agency, Consultant's rates may be subject to an annual escalation factor of not more than 3%.

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.

## Linda Stone

---

**From:** Cheryl Callinan <cheryl.callinan@cadmusgroup.com>  
**Sent:** Tuesday, April 20, 2021 3:26 PM  
**To:** Linda Stone  
**Subject:** NCPA-Cadmus Group Agreement - Rates  
**Attachments:** Cadmus\_Group\_LLC\_MTCSA\_01232019\_Final.pdf

CAUTION: This email originated from outside NCPA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Linda,

Please accept this email as notice that we will be applying an escalation of 3% to the FY19 rates outlined in Exhibit B.

	2019	Apr-20	2021
Senior Vice President	340	350	361
Vice President	310	319	329
Executive Director	310	319	329
Principal	290	299	308
Senior Associate II	245	252	260
Senior Associate II	210	216	223
Associate II	190	196	202
Associate I	180	185	191
Senior Analyst II	165	170	175
Senior Analyst I	155	160	164
Analyst II	135	139	143
Analyst I	115	118	122
Research Analyst	115	118	122
Technical Editor	125	129	133
Intern	75	77	80
Engineering Tech IV	135	139	143
Engineering Tech III	115	118	122
Engineering Tech II	85	88	90
Engineering Tech I	65	67	69
Administrative	75	77	80

Please let me know if you have any questions.

Kind regards,  
Cheryl Callinan | Contracts Manager  
The Cadmus Group LLC  
She/Her/Hers  
Office: 213.255.3354 Cell: 505.699.7048  
[www.cadmusgroup.com](http://www.cadmusgroup.com)



# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** Energy & Resource Solutions – First Amendment to Three Year Multi-Task Consulting Services Agreement for Evaluation, Measurement, and Verification Services, and Technical Advisory Services; Applicable to Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Jane Cirrincione <i>JPC</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Other</i>
<b>Division:</b>	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
<b>Department:</b>	Legislative & Regulatory	Contract extension

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



## **RECOMMENDATION:**

Approve Resolution 21-48 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Energy & Resource Solutions for evaluation, measurement, and verification services, and technical advisory services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to change the vendor name to DNV Energy Services USA, Inc., and to extend the term of the Agreement for an additional two year period, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

## **BACKGROUND:**

NCPA Members and other California publicly-owned utilities are required by Section 9505 (d) of the California Public Utilities Code to “make available to its customer and to the Energy Commission the results of an independent evaluation that measures and verifies the energy efficiency savings and the reduction in energy demand achieved by its energy efficiency and demand reduction programs.” The California Municipal Utility Association’s website serves as the central repository for all public power evaluation, measurement, and verification (EM&V) reports in the state.

In support of this requirement, on August 30, 2018, NCPA issued a Request for Proposal seeking proposals from qualified firms to provide the following categories of demand-side management (DSM) services:

- Evaluation, Measurement & Verification (EM&V) – provided on an as-needed basis to evaluate the actual amount of energy saved by a particular energy efficiency project, and;
- Technical Advisory Services – provided on an as-needed basis related to utility DSM programs. Such services include but are not limited to: measurement and verification of measures, program impact and process evaluation, site inspections to verify installed energy efficiency measures, rebate application review, energy saving estimate review, research and development of measures and energy savings, and free-ridership analysis.

NCPA entered into three agreements for these services, including a three-year Multi-Task Consulting Services Agreement with Energy & Resource Solutions effective November 29, 2018, for an amount not to exceed \$800,000. This agreement has been used by multiple NCPA Members through NCPA’s Support Services program, and the several NCPA Members have requested that the agreement be extended. This amendment will extend the term of the Agreement for an additional two-year period from the original expiration date of November 28, 2021, to a new date of November 28, 2023.

On December 30, 2020, Energy & Resource Solutions was acquired by DNV Energy Insights USA, Inc., and the contract between NCPA and Energy & Resource Solutions was transferred to DNV affiliate DNV Energy Services USA, Inc. as of April 5, 2021. DNV Energy Services USA, Inc. wishes to accept assignment of the contract via this First Amendment to the Multi-Task Consulting Services Agreement.

NCPA has agreements in place for similar services with ADM Associates, Inc. and Cadmus Group LLC.

**FISCAL IMPACT:**

Upon execution, the total not to exceed amount of the agreement will remain unchanged at not to exceed \$800,000.00. 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 Request for Proposal (RFP) process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website on August 30, 2018, to September 20, 2018. A total of six responses were received and evaluated based on: 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; 6. Customer references. The selection process was completed by NCPA along with Alameda Municipal Power, Roseville Electric, and Silicon Valley Power.

This enabling agreement does not commit NCPA or NCPA Members to any expenditure of funds. 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 28, 2021, the Legislative & Regulatory Affairs Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (3):

- Resolution 21-48
- Multi-Task Consulting Services Agreement with Energy & Resource Solutions
- First Amendment to Multi-Task Consulting Services Agreement with DNV Energy Services USA Inc. f/k/a Energy & Resource Solutions

RESOLUTION 21-48

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES AGREEMENT
WITH ENERGY & RESOURCE SOLUTIONS, N/K/A DNV ENERGY SERVICES USA INC.

(reference Staff Report #160:21)

WHEREAS, Northern California Power Agency (NCPA) and Energy & Resource Solutions entered into a Multi-Task Consulting Services Agreement effective November 29, 2018, for Energy & Resource Solutions to provide evaluation, measurement, and verification services, and technical advisory services, for use by NCPA, NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, NCPA Members have requested that the Agreement with Energy & Resource Solutions be extended beyond the original three-year term to accommodate anticipated projects; and

WHEREAS, several vendors were selected as a result of a request for proposal process in accordance with NCPA's procurement policies and procedures; and

WHEREAS, NCPA desires to extend the term of the Agreement for an additional two-year period; and

WHEREAS, effective December 30, 2020, Energy & Resource Solutions was acquired by DNV Energy Insights USA, Inc.; and

WHEREAS, effective April 5, 2021, Energy & Resource Solutions contracts and personnel were transferred to DNV Energy Services USA, Inc., and DNV Energy Services USA, Inc. wishes to accept assignment of the Agreement; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 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 the First Amendment to the Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_ day of \_\_\_\_\_, 2021 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST: CARY A. PADGETT
ASSISTANT SECRETARY



**FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND ENERGY & RESOURCE SOLUTIONS  
n/k/a DNV ENERGY SERVICES USA, INC.**

This First Amendment (“Amendment”) to the Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Energy & Resource Solutions n/k/a DNV Energy Services USA Inc. (“Consultant”) (collectively referred to as “the Parties”) as of \_\_\_\_\_, 2021.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective November 29, 2018, (the “Agreement”) for Consultant to provide evaluation, measurement, and verification and technical advisory services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members, as requested; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional two-year period from the original expiration date of November 28, 2021 to a new date of November 28, 2023; and

WHEREAS, effective December 30, 2020, Energy & Resource Solutions was acquired by DNV Energy Insights USA, Inc.; and

WHEREAS, effective April 5, 2021, Energy & Resource Solutions contracts and personnel were transferred to DNV Energy Services USA, Inc., and DNV Energy Services USA, Inc. wishes to accept assignment of the Agreement; and

WHEREAS, the Agency desires to agree to substitute the DNV Energy Services USA Inc. name in place of the Energy & Resource Solutions name in the Agreement; and

WHEREAS, the Parties now desire to amend Section 10.8 entitled “Notices” of the Agreement to list the correct contacts at DNV Energy Services USA Inc.; and

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. “Energy & Resource Solutions” shall be replaced with “DNV Energy Services USA Inc.,” as Consultant in each location where the name appears in the Agreement.

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

The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

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

Any written notice to Consultant shall be sent to

Nick Brod, Vice President  
DNV Energy Services USA Inc.  
155 Grand Avenue, Suite 600  
Oakland, CA 94612

With copy to:  
Legal Department  
DNV Energy Services USA Inc.  
1400 Ravello Drive  
Katy, TX 77449

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

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

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

///

///

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

DNV ENERGY SERVICES USA INC.

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

\_\_\_\_\_  
**NICK BROD, President**

Attest:

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

Approved as to Form:

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

**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
ENERGY & RESOURCE SOLUTIONS**

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 Energy & Resource Solutions, a corporation, with its office located at 120 Water Street, Suite 350, North Andover, Massachusetts 01845 ("Consultant") (together sometimes referred to as the "Parties") as of 11/29/, 2018 ("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 three (3) 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 EIGHT HUNDRED THOUSAND DOLLARS (\$800,000)** for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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



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

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

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

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

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

**4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

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

**4.3 Professional Liability Insurance.** 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.

**4.5.5 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.

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

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

**5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from

liability under this indemnification and hold harmless clause. 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.** Not applicable.

**Section 7. LEGAL REQUIREMENTS.**

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

permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

**Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

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

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

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

unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3. Disclosing Party may seek a protective order, including without limitation,

a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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

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

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

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

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

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

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

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

- 10.7 Contract Administrator.** This Agreement shall be administered by Jane 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:

Gary Epstein  
President  
Energy & Resource Solutions  
120 Water Street, Suite 350  
North Andover, MA 01845

Any written notice to Agency shall be sent to:

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

With a copy to:

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



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

shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

ENERGY & RESOURCE SOLUTIONS

Date

3/8/19

Date

3/4/19

  
RANDY S. HOWARD  
GENERAL MANAGER

  
GARY EPSTEIN  
PRESIDENT

Attest:

  
Michelle Swearingen for  
Assistant Secretary of the Commission

Approved as to Form:

  
Jane E. Luckhardt, General Counsel

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

As requested by Agency, Consultant will perform the following tasks under the Terms and Conditions of this Agreement:

- (1) ***Evaluation, Measurement & Verification (“EM&V”)***: EM&V of the cost-effectiveness and energy savings attributed to DSM programs, based on a wide array of DSM programs and measures based on accepted engineering standards and protocols. These protocols include the 2006 California Energy Efficiency Evaluation Protocols developed by the California Public Utilities Commission and the 2016 International Performance Measurement and Verification Protocol Core Concepts.
  
- (2) ***Technical Advisory Services***: Technical advisory services, provided on an as needed basis, related to DSM programs. Technical advisory services include, but are not limited to:
  - a. Measurement and verification (“M&V”) of measures
  - b. Program impact and process evaluation
  - c. Site inspections to verify installed energy efficiency measures
  - d. Rebate application review
  - e. Energy saving estimate review
  - f. Research and development of measures and energy savings
  - g. Free-ridership analysis

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

Job Classification Category	Hourly Rate (2018)	Hourly Rate (2019)	Hourly Rate (2020)
Officer/Principal Consultant	\$255	\$260	\$265
Senior Director	\$240	\$245	\$250
Director	\$220	\$225	\$230
Associate Director	\$205	\$210	\$215
Senior Engineer/Consultant	\$180	\$185	\$190
Project Engineer II, Project Consultant II	\$165	\$170	\$175
Project Engineer I, Project Consultant I	\$150	\$155	\$160
Energy Analyst/Coordinator	\$135	\$140	\$145
Administrative	\$105	\$110	\$115
Administrative Support	\$90	\$95	\$100

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

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




h

# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** Authorize NCPA General Manager to Execute Confirmation Number 0209 for Quantum Spatial, Inc. Services to the City of Redding/Redding Electric Utility and Issue a Corresponding Purchase Order Under the Support Services Program

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Monty Hanks 	<b>METHOD OF SELECTION:</b>
	Chief Financial Officer/Assistant General Manager	<i>Other</i>
<b>Division:</b>	Administrative Services	<i>Redding Acknowledged Satisfaction of City's Purchasing Policies</i>
<b>Department:</b>	Accounting & Finance	

**IMPACTED MEMBERS:**

All Members	<input 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 checked="" 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:**

Under the terms of the NCPA Support Services Program Agreement, approve Resolution 21-50 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0209, with any non-substantive changes as approved by the NCPA General Counsel, and issue a corresponding Purchase Order to Quantum Spatial, Inc. for remote sensing data services for Redding Electric Utility's transmission and distribution system in the Tier 1 and Tier 2 regions to assist with vegetation management and planning.

## **BACKGROUND:**

The City of Redding became a signatory to the Northern California Power Agency (NCPA) Support Services Program Agreement (SSPA) on April 19, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors.

In March 2021 the City of Redding/Redding Electric Utility (REU) submitted a Member Task Request under the SSPA for Quantum Spatial, Inc. to provide LiDAR and imagery data services including remote sensing data for REU's transmission and distribution system in the Tier 1 and Tier 2 regions to assist with vegetation management and planning. The data provided will support REU with the identification, planning, inspection, and removal of vegetation threats within the right of way. Pursuant to the Quantum Spatial, Inc. proposal, the cost for the services is \$273,872. REU requested that a ten percent (10%) contingency be added to the services proposal amount, for a total of \$301,259.

If approved, Confirmation Number 0209 states that NCPA agrees to provide the requested services through its contract with Quantum Spatial, Inc. dated effective April 29, 2021, in the amount of not-to-exceed \$301,259. With the addition of NCPA's administrative fees, the total amount expended under the Confirmation will not exceed \$303,129.

On May 4, 2021, the Redding City Council unanimously approved REU's participation in a Support Services Program Agreement between NCPA and Quantum Spatial to provide remote sensing data for REU's transmission and distribution system in the Tier 1 and Tier 2 five-threat regions to assist with vegetation management and planning, as described herein.

## **FISCAL IMPACT:**

There is no fiscal impact to NCPA. The services provided by Quantum Spatial, Inc. to REU will be billed to and paid by Redding pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Redding.

## **SELECTION PROCESS:**

REU will utilize Quantum Spatial, Inc. services through NCPA's Support Services Program and has confirmed through submission of its Task Request that it is responsible for satisfying the City of Redding's Purchasing Policies.

**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 May 5, 2021, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 21-50
- Proposed Confirmation Number 0209

## RESOLUTION 21-50

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE GENERAL MANAGER TO EXECUTE CONFIRMATION NUMBER 0209 FOR QUANTUM SPATIAL, INC. SERVICES TO THE CITY OF REDDING/REDDING ELECTRIC UTILITY AND ISSUE A CORRESPONDING PURCHASE ORDER UNDER THE SUPPORT SERVICES PROGRAM (reference Staff Report #162:21)**

WHEREAS, The City of Redding became a signatory to the Northern California Power Agency (NCPA) Support Services Program Agreement (SSPA) on April 19, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors; and

WHEREAS, in March 2021 the City of Redding/Redding Electric Utility (REU) requested services through the SSPA for Quantum Spatial, Inc. to provide LiDAR and imagery data services including remote sensing data for REU's transmission and distribution system in the Tier 1 and Tier 2 regions to assist with vegetation management and planning. The cost for the services is \$273,872. REU requested that a ten percent (10%) contingency be added to the services proposal amount, for a total of \$301,259; and

WHEREAS, Confirmation Number 0209 states that NCPA agrees to provide the requested services through its contract with Quantum Spatial, Inc. dated effective April 29, 2021, in the amount of not-to-exceed \$301,259. With the addition of NCPA's administrative fees, the total amount expended under the Confirmation will not exceed \$303,129; and

WHEREAS, on May 4, 2021, the Redding City Council unanimously approved REU's participation in a Support Services Program Agreement between NCPA and Quantum Spatial to provide remote sensing data for REU's transmission and distribution system in the Tier 1 and Tier 2 five-threat regions to assist with vegetation management and planning; 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, under the terms of the NCPA Support Services Program Agreement, the Commission of the Northern California Power Agency authorizes the NCPA General Manager or his designee to execute Confirmation Number 0209, with any non-substantive changes as approved by the NCPA General Counsel, and issue a corresponding Purchase Order to Quantum Spatial, Inc. for remote sensing data services for Redding Electric Utility's transmission and distribution system in the Tier 1 and Tier 2 regions to assist with vegetation management and planning.



PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021, 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

**CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM  
AGREEMENT**

1. This is a Confirmation pursuant to the Support Services Program Agreement and subject to the terms and conditions of that agreement, except as expressly provided in this Confirmation. All capitalized terms have the meaning given to them in the Support Services Program Agreement.

2. The Participating Member for this Confirmation is the CITY OF REDDING in the amount of not-to-exceed \$301,259.00 for the Quantum Spatial, Inc. services described in paragraph 3. This Support Services amount includes \$273,872.00 for the services under Option 2-Tier 1 & 2 Pricing 269.6 12kV, 62 115kV on a fixed fee basis, plus a 10% contingency in the amount of \$27,387.00.

3. CITY OF REDDING requests the following described Support Services in the dollar amount specified above. NCPA agrees to provide the following Support Services to the Participating Member:

Quantum Spatial, Inc. shall provide remote sensing data for Redding Electric Utility's transmission and distribution system in the Tier 1 and Tier 2 regions to assist with vegetation management and planning. The data provided will support Redding Electric Utility with the identification, planning, inspection and removal of vegetation threats within the right of way. The scope of work is detailed in Quantum Spatial Inc.'s proposal marked for reference with date March 9, 2021, copy attached.

4. The Participating Member executing this Confirmation agrees to pay for the Support Services in the not to exceed amount specified in paragraph 2, above; plus, the Administrative Cost to develop the Confirmation and first month of administration in the amount of \$685.00, plus \$165.00 per month for each additional month administrative costs are actually incurred, for a total not to exceed \$1,870.00, billed at actual cost in accordance with the provisions of the Support Services Program Agreement. **The total amount expended under this Confirmation will not exceed \$303,129.00.**

5. A Security Account deposit is not required for this Confirmation.

SIGNATURES ON FOLLOWING PAGE

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

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

Participating Member:

CITY OF REDDING

NORTHERN CALIFORNIA POWER AGENCY

By its Designated Representatives:

\_\_\_\_\_  
Daniel Beans, Utility Director

\_\_\_\_\_  
Randy S. Howard, General Manager

And

\_\_\_\_\_  
Barry E. DeWalt, City Attorney

\_\_\_\_\_  
Cary Padgett, Assistant Secretary to Commission

Approved as to form:

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

An aerial photograph of a forest with a helicopter and power lines. The helicopter is blue and white, flying over a forest. Power lines run diagonally across the image. The text is overlaid on the top left of the image.

Technical Proposal to Redding Electric Utility for

# Transmission & Distribution Vegetation Management & Planning

Prepared by NV5 Geospatial for  
Redding Electric Utility

**NV5** GEOSPATIAL  
BY QUANTUM SPATIAL

**REU**  
Redding Electric Utility

*Dated March 9, 2021 for Reference.*

## **Introduction/Background**

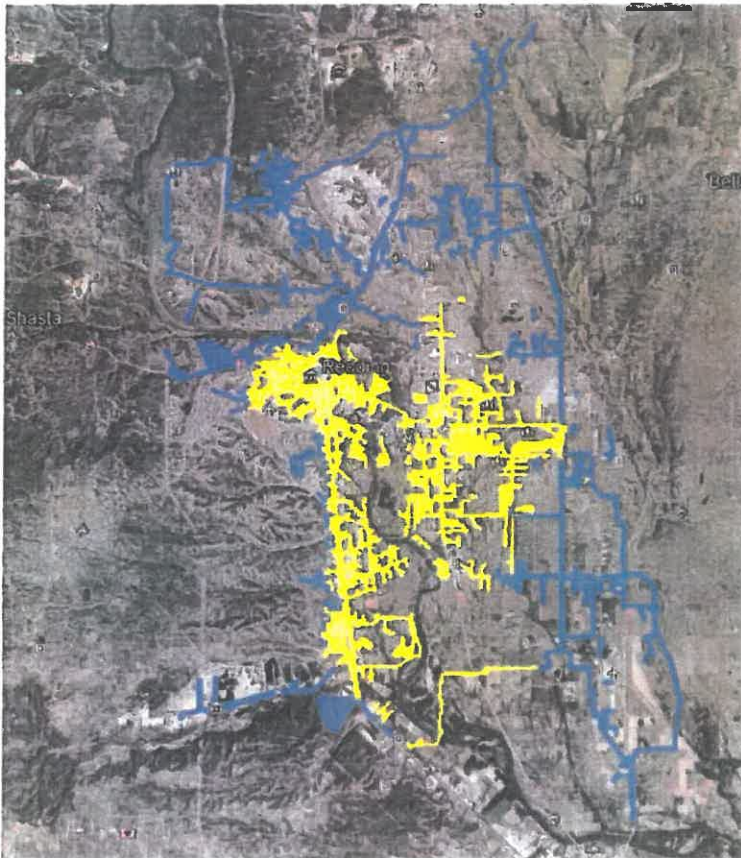
---

The primary purpose of this project is to provide remote sensing data for Redding Electric Utility transmission and distribution system in the Tier 2 region to assist with vegetation management and planning. These data will support REU with the identification, planning, inspection, and removal of vegetation threats within the right of way (ROW). To support these goals, NV5 Geospatial (NV5) will utilize proprietary in-house methodologies and software. NV5's analytics will enable REU to perform reactive vegetation management, planned vegetation management, tree felling, and program growth initiatives.

## **Area of Interest**

---

LIDAR data will be collected utilizing the circuit files provided by REU. An option of Tier 2 only and combined Tier 1 and 2 will be provided. Tier 2 includes 128.6 line miles of 12 kV distribution. Tier 1 includes an additional 141 miles of 12kV. There are approximately 62.1 line miles of 115kV transmission in both Tier 1 & 2.



**Figure 1 to the left:**  
**Blue = Tier 2 circuits,**  
**Yellow = Tier 1 circuits**

## **Summary Schedule**

---

NV5 recommends collecting REU's survey with existing utility projects in the area, with this approach, NV5 can offer a discount by sharing the cost for certain survey related tasks in the July / August 2021 timeframe

### Flight Safety

- NV5 pilots have flown >100,000 miles for utility surveys throughout California.
- In 2019, QSI completed 6,703 aircraft hours with 0 incidents within 48 states.
- In 2020, NV5 (QSI) completed 6,729 aircraft hours with 0 incidents within 48 states.
- Safety First Culture – Captains review adherence to Safe Work Plan monthly, addressing: personal safety, procedures, duty day vehicles, drug and alcohol policy, emergencies, and reporting incidents & near-misses.
- Compliance with FAA Stds (FAA Parts 43,61,91) for aeronautical surveys, FDA/ANSI Stds for safe use of lasers – Class 1 (eye and skin safe).
- 16 pilots average 5,329 hours, equal to 8.8 years per pilot. 600 hours per year. Annual 3-4 day offsite training by 3<sup>rd</sup> party, and midyear Line Oriented Flight Training.

### Ground Survey

#### *Ground Survey Points (calibration) and Check points*

Ground Control Points (GCPs) are collected on bare earth locations such as paved, gravel or stable dirt roads, and other locations where the ground is visible (and likely to remain visible) from the sky during data acquisition. In order to facilitate comparisons with LIDAR datasets, measurements are not taken on highly reflective surfaces, such as railroad crossing or stop bar markings on roads. NV5 will require Real Time Network (RTN) when cell phone coverage is available and precisions allow, to access real time corrections from the Continuous Operation Reference System (CORS). A Real-Time Kinematic (RTK) survey allows for precise measurements near established monuments via radio broadcast

#### Targeted Specifications for GCPs

- RMSE<sub>x</sub> <1.5cm and RMSE<sub>z</sub> <2.0cm
- Techniques: RTN, RTK, PPK, FS

GCP Specifications: Fit to calibrate; Suitable to meet, or exceed, APSRS accuracy standards



for a real-time correction to a roving unit. For areas where base radio does not reach, Post-Processed Kinematic (PPK) is used. Fast Static (FS) is a post-processing technique when baselines are too far for PPK and is commonly used for remote aerial targets for orthophoto rectification and triangulation. At least 25 ground surface points will be taken at terminal ends every 15 circuit miles, access permitting.

#### ***Static Control***

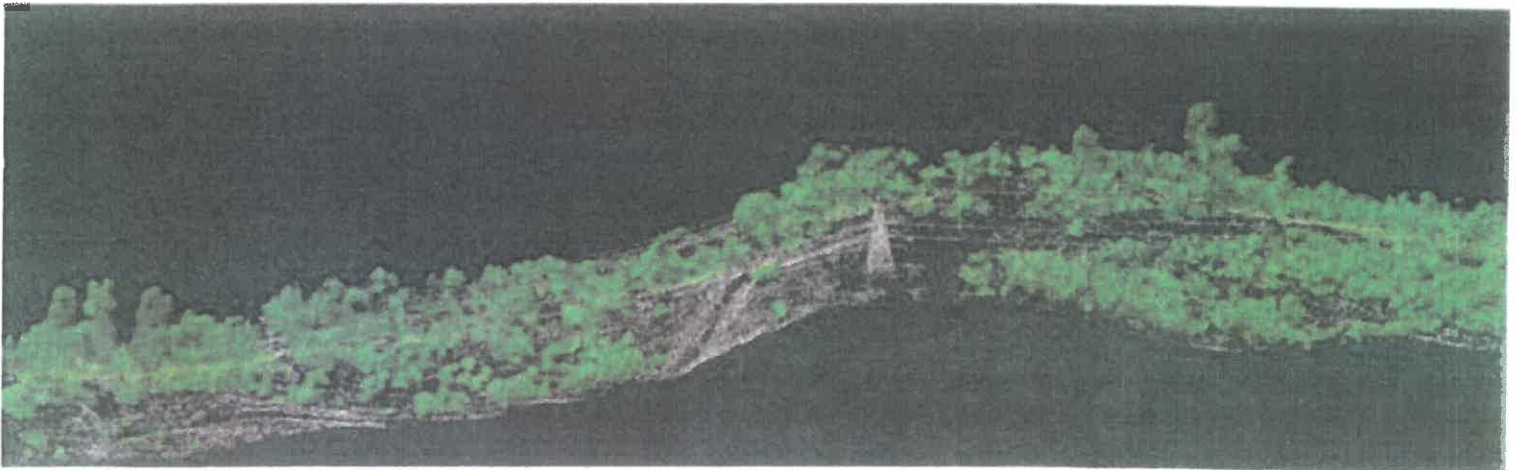
NV5 will collect static positional data across the project area to support our airborne missions (base stations / CORS data). We have developed a set of criteria that enable us to improve our overall data quality (ground-based and airborne) and rely on our experienced field team with manager and Professional Land Surveyor (PLS) oversight to make safe, smart decisions to efficiently establish a ground control network. Depending on logistics, including configuration of sites, access, schedule, and weather, NV5 will use one or more appropriate methods for geospatial correction of aircraft data. These include conventional base supported (BS) survey control, Precise Point Positioning (PPP), and Post-Processed Real-Time Extended (PP-RTX) methods. These processes include using CORS and/or project monuments.

## **Transmission and Distribution Processing**

### ***Data Collection T&D***

---

The NV5 approach to electrical utility line surveys is designed for efficient data collection based on the data deliverables. For this proposed solution, a fixed wing platform will be used for the distribution and a fixed wing platform for the transmission work. Data collection requires a minimum of 30 points per square meter (ppsm) to ensure full detection of conductor wires, underbuild and adjacent vegetation for distribution and transmission. Data will be collected for the Tier areas chosen and will include up to approximately 332 line miles of distribution and transmission circuits. The corridor width will be 300 feet total (150 feet on either side of the centerline). Processing of the ROW will be 300 feet or 100 feet each side of centerline. Full circuits will be collected.



A LIDAR sensor operator constantly monitors the data collection settings during acquisition of the data, including pulse rate, power setting, scan rate, gain, field of view, and pulse mode. The LIDAR coverage will be completed with no data gaps or voids, barring nonreflective surfaces (e.g., open water, wet asphalt). All necessary measures will be taken to acquire data under conditions (e.g., minimum cloud decks) and in a manner (i.e., adherence to flight plans) that prevents the possibility of data gaps. All NV5 LIDAR systems are calibrated per manufacturer and QSI specifications, and every mission is tested by NV5 for internal consistency using proprietary methods.

#### ***LIDAR Point Cloud***

LiDAR data are processed at a corridor level. LIDAR data will be provided to REU in .las format. LIDAR data is calibrated in-house using a variety of software and is continually checked for accuracy and consistency. NV5 will employ a Vegetation Threat scheme for point classification. NV5 employs automated, in-house methods for LiDAR feature delineation. Accurate feature coding of the point cloud is essential for supporting vegetation management projects. NV5's automated point cloud classification allows for the swift assembly of finalized 3D design files of circuit geospatial information for more advanced classification and planimetrics.

#### ***Spatial Rectification***

For transmission and distribution, NV5 will begin by determining accurate, georeferenced locations of poles holding primary electrical wires. Updates to REU's current estimated pole locations will be delivered as part of this effort.

#### ***Conductors***

The purpose of creating distribution power line vectors is to analyze the adjacent vegetation for grow-in encroachments. Wire vectors are created from the LiDAR point cloud, stringing a curved vector from the classified wire points or an insulator point on the structure. Wire vectors represent the semi-parabolic curve formed by the sag in power lines between structures. Spans only containing secondary distribution lines will not be analyzed. NV5 analysts determine the presence of primary lines using a variety of methodologies.

#### ***Vegetation Encroachment and Detection Parameters***

The clearance assessment is designed to detect danger trees that may grow into transmission or distribution wires. The analysis will be run using tree height information gathered from the vegetation canopy and the transmission and distribution catenaries. Each voltage has specific clearance distances, adhering to NERC standards, to be tested. Clearance distances are calculated within proprietary software on each point within the feature-coded point cloud. Detections are associated to danger trees or aggregated to spans, and attributed in the delivery geodatabase. Danger trees can be represented as points, such as the highest point or the closest detection point to a conductor within a cluster or associated with canopy areas which depict the extent of clustered tree crowns based on point cloud geometry.



**Transmission PLS-CADD**

For 62 miles of transmission lines, Power Line Systems (PLS-CADD) models will be generated for the 115 kV Transmission lines. For a newly modeled line: the data will include a triangulated irregular network (TIN) model and optional meteorology data for maximum operating conditions modeling. In PLS-CADD, each circuit will be created by placing points of inflection at each tower location. Centerlines will be generated from the TIN with a maximum offset of 0.1 feet. PLS-CADD Method 1 structures will be created at each transmission tower and under-build tower location along the alignment. Each structure includes the structure height, the clamp/insulator, the locations on the structure where the clamps and insulators are attached, and whether the attachment points are dead- ends defining the beginning and ends of tension sections. Conductors will be modeled to as-flown and optional maximum operating/ maximum temperature conditions. Once this model is complete, QSI can perform the vegetation clearance analysis for each circuit (see appendix A for parameters). The PLS-CADD models are generated for vegetation management purposes and are not engineering ready.

**Vegetation Segmentation**

Accurate feature coding of the point cloud is essential for an accurate clearance detection analysis. Focusing on vegetation, NV5 will employ in-house methods for LIDAR extraction of vegetation features. Through a vegetation segmentation process, polygons will be created for vegetation at six feet and above representing tree crowns in the transmission corridor. Each tree is attributed and assigned a unique tree ID, and delivered as vegetation tree-top points for all trees, and vegetation polygons and tree tops points for detection trees.

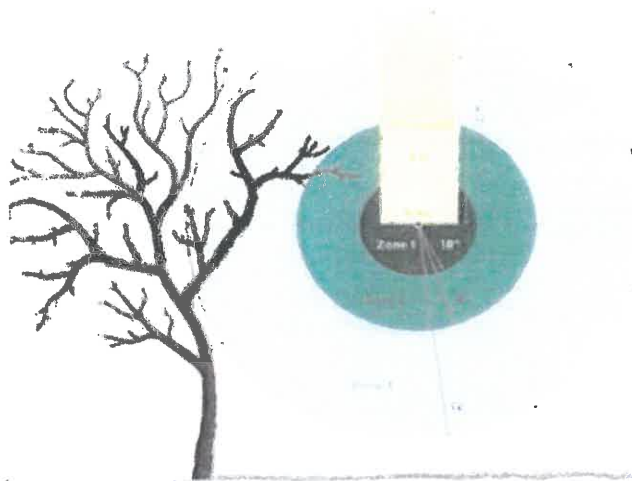
Encroachments are attributed to a report with the most severe of each detected point cloud cluster. NV5 will report encroachments using a system identifying varying levels of severity for danger trees. The vegetation encroachments for distribution will be set up in a zone classification. This can be reviewed prior to project commencement during the kick off meeting.

**Point Classification Table**

1	Default	17	Lamp post
2	Ground	18	Boulder
3	Vegetation - Low	19	Structure - Other
4	Vegetation - Medium	20	Fence
5	Vegetation - High	21	Wall
6	Building	22	Substation
7	Low point	23	Wire - Guy
8	Model Key Point	24	Wire - Crossing
9	Water	25	Wire - Other
10	Pavement (Non-Road)	26	Tower - Crossing
11	Road - Paved	27	Tower - Other
12	Road - Unpaved	28	Main - Wire
13	Railroad	29	Main - Tower
14	Vineyard	30	Main - Shield
15	Orchard	31	Main - Underbank
16	Bridge		

**Figure 2: Point Classification Table**

## Distribution Tree Clearance Detection Parameters



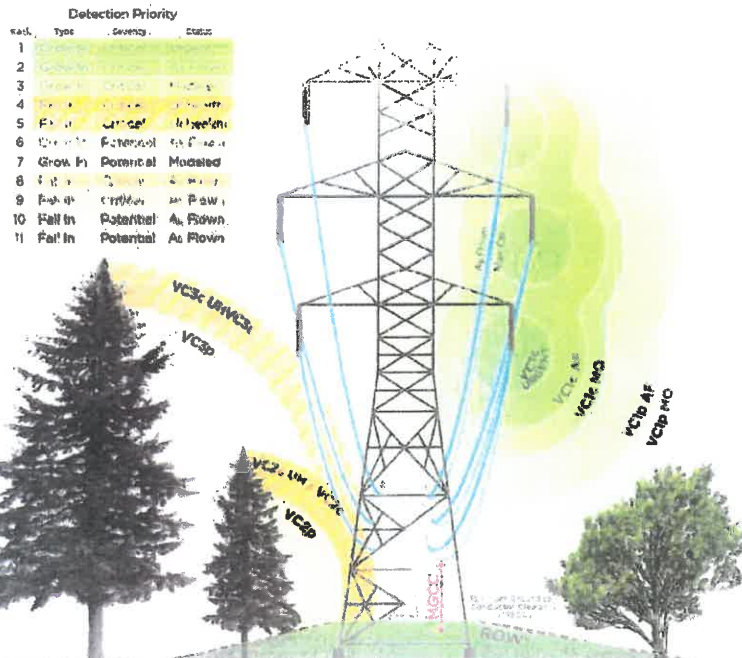
Zone 1 – within 18 inches (GO 95 Rule 35)

Zone 2 – Between 1.5 and 4 ft.

Zone 3 – Between 4 -12 ft. (PRC 4293)

**Overhang** - Reported as 12ft from the ground upwards to the sky. This can be adjusted prior to project start.

## Transmission Tree Clearance Detection Parameters



**Fall In (Code: VC2/VC3) As Flown only**  
ROW defined as x ft from transmission centerline

Status	Critical				Potential	
	VC2 <sub>UR</sub>	VC2 <sub>CR</sub>	VC3 <sub>CR</sub>	VC3 <sub>P</sub>	VC2 <sub>P</sub>	VC3 <sub>P</sub>
Health	Unhealthy		Healthy		Not assessed	
ROW	In	Out	In	Out	In	Out
Distance	At or approaching striking distance Within 6 ft					
500 kV	80	>80	80	>80	60	>60
230 kV	40	>40	40	>40	40	>40
115 kV	25	>25	25	>25	2	>25
60 kV	20	>20	20	>20	20	>20

**Grow In (Code: VCI) Vegetation at or approaching x ft of conductor**

Status	Urgent		Critical		Potential	
	VC1 <sub>UR</sub>	VC1 <sub>CR</sub>	VC1 <sub>CR</sub>	VC1 <sub>MO</sub>	VC1 <sub>AF</sub>	VC1 <sub>MO</sub>
Code	UR	CR	CR	MO	AF	MO
Model**	AF	AF	MO	AF	MO	MO
500 kV	15	22	22	40	40	
230 kV	10	12	12	17	17	
115 kV	10	12	12	17	17	
60 kV	4	5	6	10	10	

\*\* Unhealthy is defined as >33% canopy stress. Critical: Fall-out assessed only  
\*\* Model Types: As-Flown (AF) and Maximum Clearing Conditions (MO)

**Deliverables**

---

- **Rapid Reporting in .kmz, and .csv file formats**
  - Provided within 2 weeks of collection for most urgent threats
- **Detection ESRI database (or other formats if needed)**
  - *Conductor vectors with locations displayed with cartographic properties representing conductor position relative to tower/pole*
  - *Vegetation segmentation attributed with clearance detections*
- **Lidar Rectified GIS Data in .gdb file format**
  - *Rectified Tower and Span locations*
- **PLS-CADD .bak files**
  - Transmission circuits As Flown and Max Op
- **Optional Transmission PLS-CADD engineering level .bak files**
- **Option Full City Orthoimagery – 6 inch color**

**Delivery Method**

---

NV5 has options for delivery method. Data can be provided in reports such as .csv and google earth kmz’s. Data can also be provided in ESRI Geodatabase files or through our internal inSITE software.

**Pricing Options**

---

Pricing includes mobilization, set up, ground control, acquisition, processing and reporting of LIDAR. If additional areas are added to the contract the pricing will need to be adjusted, more mileage does provide more efficiencies and economy of scale.

<b>Option 1 - Tier 2 Pricing - 141.0 12 kV, 62 115kV</b>	
Acquisition - Lidar	\$ 61,009
Ground control	\$ 12,871
Transmission Analytics Tier 1 & 2	\$ 45,634
Tier 2 Distribution Analytics	\$ 96,324
<b>Option 1 Total</b>	<b>\$ 215,838</b>
<b>Option 2 - Tier 1 &amp; 2 Pricing - 269.6 12 kV, 62 115kV</b>	
Acquisition - Lidar	\$ 61,009
Ground control	\$ 15,321
Transmission Analytics Tier 1 & 2	\$ 45,634
Tier 1 & 2 Distribution Analytics	\$ 151,908
<b>Option 2 Total</b>	<b>\$ 273,872</b>
<b>Full City Orthoimagery</b>	
Imagery Acquisition	\$ 9,227
Ground control	\$ 7,261
Orthoimagery processing	\$ 9,284
<b>City Imagery Total</b>	<b>\$ 25,772</b>

## **Schedule**

---

Collection will begin in July/August 2021 timeframe once contract has been awarded. It is anticipated it will take approximately 1 week for data acquisition with rapid reporting being provided within 2 weeks of verified collection. Final deliverables will be provided 9 weeks from verified data acquisition.

We look forward to working with you to complete this project in a timely and cost-effective manner. Should you have any questions please call me at 925-558-5521 or email me at the address provided below.



Jennifer Whitacre, GISP  
Sr. Director Strategic Accounts  
[jwhitacre@quantumspatial.com](mailto:jwhitacre@quantumspatial.com)  
C – 925-558-5521




# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** Bell Burnett & Edwards – First Amendment to Five Year Multi-Task Consulting Services Agreement for Financial Analysis, Planning, Advisory and Forecasting, Generation and Transmission Project Planning, Project and Program Development, Energy Efficiency and Demand Reduction Program Design, Changing Name to Bell Burnett & Associates and Accepting Assignment; Applicable to Northern California Power Agency (NCPA) and NCPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Monty Hanks 	<b>METHOD OF SELECTION:</b>
	Chief Financial Officer/Assistant General Manager	N/A
<b>Division:</b>	Administrative Services	<i>If other, please describe:</i>
<b>Department:</b>	Accounting & Finance	

**IMPACTED MEMBERS:**

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

*If other, please specify*

\_\_\_\_\_

\_\_\_\_\_

## **RECOMMENDATION:**

Approve Resolution 21-51 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Bell Burnett & Edwards for financial analysis, planning, advisory and forecasting, generation and transmission project planning, project and program development, energy efficiency and demand reduction program design, with any non-substantial changes recommended and approved by the NCPA General Counsel, changing the vendor name to Bell Burnett & Associates (BB&A), for continued use at all facilities owned and/or operated by NCPA and NCPA Members.

## **BACKGROUND:**

Bell Burnett & Associates is a corporation formed to assist with a broad range of consulting related services including but not limited to capital planning, rate forecasting, strategic analysis, resource adequacy planning, project development, implementation, reporting and management, and energy efficiency evaluation and program design. They offer independent development, review and assessment of strategic plans and initiatives to clients in the private and public sectors. Their approach centers on optimization, efficiency, affordability and sustainability with services designed to enhance governance, communication, project delivery, resources, and systems integration.

In June 2020, the Commission approved a five-year Multi-Task Consulting Services Agreement with Bell Burnett & Edwards (BB&E) effective July 2, 2020, for an amount not to exceed \$1,000,000. In January 2021, BB&E changed its name to Bell Burnett & Associates (BB&A) prompting the need for a First Amendment to the five-year Multi-Task Consulting Services Agreement.

## **FISCAL IMPACT:**

Upon execution, the term and total amount of the agreement will remain unchanged. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

## **SELECTION PROCESS:**

The First Amendment to this enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place (other enabling agreements) for similar services and seeks bids from as many qualified providers as possible. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

## **ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

On May 5, 2021 the Facilities Committee review and endorsed the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink that reads "Randy S. Howard". The signature is written in a cursive, flowing style.

RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 21-51
- First Amendment to Multi-Task Consulting Services Agreement with Bell Burnett & Associates f/k/a Bell Burnett & Edwards
- Multi-Task Consulting Services Agreement with Bell Burnett & Edwards

RESOLUTION 21-51

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES  
AGREEMENT WITH BELL BURNETT & EDWARDS CHANGING NAME TO  
BELL BURNETT & ASSOCIATES AND ACCEPTING ASSIGNMENT

(reference Staff Report #163:21)

WHEREAS, Northern California Power Agency (NCPA) and Bell Burnett & Edwards entered into a five-year Multi-Task Consulting Services Agreement effective July 2, 2020, for Bell Burnett & Edwards to provide consulting services related to capital planning, rate forecasting, strategic analysis, resource adequacy planning, project development, implementation, reporting and management, and energy efficiency evaluation and program design, for use at any facilities owned and/or operated by NCPA and NCPA Members; and

WHEREAS, in January 2021, Bell Burnett & Edwards changed its name to Bell Burnett & Associates prompting the need for a First Amendment to the five-year Multi-Task Consulting Services Agreement; and

WHEREAS, NCPA now desires to enter into a First Amendment to effectuate the name change and assign the Agreement to Bell Burnett & Associates; 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 the First Amendment, for continued use at any facilities owned and/or operated by NCPA and NCPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021 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 MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND BELL BURNETT & EDWARDS AND ACCEPTING ASSIGNMENT TO BELL BURNETT & ASSOCIATES**

This First Amendment (“Amendment”) to Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Bell Burnett & Edwards (“Consultant”) (collectively referred to as “the Parties”) as of \_\_\_\_\_, 2021.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective July 2, 2020, (the “Agreement”) for Bell Burnett & Edwards to provide financial analysis, planning, advisory and forecasting; generation and transmission project planning (exclusive of engineering, design or other professional services typically covered by professional liability insurance); project program development and delivery, and energy efficiency and demand reduction program design, for use at any facilities owned and/or operated by Agency or by its Members; and

WHEREAS, effective January 11, 2021, Bell Burnett & Edwards changed its name to Bell Burnett & Associates, and requested that the agreement between Bell Burnett & Edwards be assigned to Bell Burnett & Associates; and

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **As of the First Amendment Effective Date, the preamble to the Agreement** is replaced in its entirety as follows:

“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 Bell Burnett & Associates, a corporation with an office located at 26 Broderick Street, San Francisco, CA. 94117-3115 (“Consultant”) (together sometimes referred to as the “Parties”) as of July 2, 2020 (“Effective Date”) in Roseville, California.”

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

Any written notice to Consultant shall be sent to:

Bell Burnett & Associates  
Alex Burnett  
26 Broderick Street  
San Francisco, CA 94117-3115

Any written notice to Agency shall be sent to:

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

With a copy to:

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

3. Exhibit B – Compensation Schedule and Hourly Fees is amended and restated to read in full as set forth in the attached Exhibit B.

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

BELL BURNETT & ASSOCIATES,  
Formerly known as BELL BURNETT &  
EDWARDS

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

\_\_\_\_\_  
**MICHAEL BELL, Principal**

Attest:

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

Approved as to Form:

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

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

Fees may be a fixed amount, or an amount charged on a time and materials basis depending upon work performed under this Agreement and subject to mutual agreement in writing by all of the Parties prior to any services being rendered. As of 2021, BB&A's hourly rate for principals is \$500. If non-principals work on any assignment for any reason, the hourly rate for these non-principals shall be reduced to \$300. Administrative staff, if any, will not be billed under any time and materials contract. All hourly rates are subject to a 3% annual increase.

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

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



## MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND BELL BURNETT & EDWARDS

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 Bell Burnett & Edwards, a corporation with an office located at 26 Broderick Street, San Francisco, CA. 94117-3115 ("Consultant") (together sometimes referred to as the "Parties") as of July 2, 2020 ("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.
- 1.5 **Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven day period specified, then Consultant will have agreed to perform the Requested

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

**4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$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 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 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.** 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.** Not Applicable.

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

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** 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.**

**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. Provided there are no outstanding Purchase Orders issued to Consultant or Work, Consultant may cancel this Agreement with thirty (30) days prior written notice to Agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

- 10.7 Contract Administrator.** This Agreement shall be administered by Monty Hanks, 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:

Bell Burnett & Edwards  
Alex Burnett  
26 Broderick Street  
San Francisco, CA 94117-3115

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 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

BELL BURNETT & EDWARDS

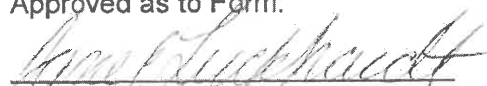
Date 6-30-2020

Date 7-2-2020

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

  
\_\_\_\_\_  
MICHAEL BELL, Principal

Attest:  
  
\_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to Form:  
  
\_\_\_\_\_  
Jane E. Luckhardt, General Counsel

## EXHIBIT A

### SCOPE OF SERVICES

1. Financial Analysis, Planning, Advisory and Forecasting:
  - a. Capital Planning
  - b. Debt management
  - c. Financial policies, procedures and contract administration
  - d. Budget development and analysis, including funding models and revenue, cost, rate and financial metric analysis
  - e. Financial reporting and controls
  - f. Rate and pricing development, implementation, and stakeholder communication
  - g. Rate forecasts, comparisons, peer analysis and alternatives
  - h. Strategic analysis, including immediate and long-term financial implications, strategies, and stakeholder communication re COVID 19 and other utility adopted policies and practices
  
2. Generation and Transmission Project Planning<sup>1</sup>:
  - a. Project Reliability
  - b. Resource Adequacy Planning
  - c. Supply and procurement program design
  - d. Operational impact assessment
  - e. Risk assessment and management
  - f. Customer and stakeholder outreach
  - g. Operations studies
  - h. Feasibility studies
  
3. Project and Program Development and Delivery
  - a. Project and program budget and funding analysis
  - b. Cost, lifecycle and alternatives analysis
  - c. Project development and strategic analysis
  - b. Project procurement, documentation and implementation
  - c. Contract review, negotiation and support<sup>2</sup>
  - d. Project implementation, reporting and management
  - e. Program implementation, reporting and management
  - f. Management audits and reviews
  - g. Process improvement evaluations and studies
  
4. Energy Efficiency and Demand Reduction Program Design
  - a. Demand side reduction services and program design
  - b. Energy efficiency evaluation and program design
  - c. Program rate designs and incentives to promote behavioral change

---

<sup>1</sup> None of these services include engineering, design or other professional services typically covered by professional liability insurance

<sup>2</sup> These services do not include legal services.  
Multi-Task Consulting Services Agreement between  
Northern California Power Agency and Bell Burnett & Edwards  
Rev'd 7/9/2019



## **EXHIBIT B**

### **COMPENSATION SCHEDULE AND HOURLY FEES**

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

Fees may be a fixed amount, or an amount charged on a time and materials basis depending upon work performed under this Agreement and subject to mutual agreement in writing by all of the Parties prior to any services being rendered. As of 2020, BB&E's hourly rate for principals is \$500. If non-principals work on any assignment for any reason, the hourly rate for these non-principals shall be reduced to \$300. Administrative staff, if any, will not be billed under any time and materials contract. All hourly rates are subject to a 3% annual increase.

Pricing for services to be performed for NCPA or Agency Members 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.



19

# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** Mesa Associates, Inc. – Five Year Multi-Task Professional Services Agreement for Engineering Consulting 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

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

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

### **RECOMMENDATION:**

Approve Resolution 21-52 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Mesa Associates, Inc. for engineering consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

### **BACKGROUND:**

Engineering consulting 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. Mesa Associates, Inc., is a new vendor for NCPA. 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. Additionally, adding this vendor will increase the pool of qualified vendors for these types of services. NCPA has agreements in place for similar services with GHD, Inc., Coffman Engineers, Inc., Veizades & Associates, Inc., Nor-Cal Controls ES, Inc., and Costa Engineers, 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 the California Environmental Quality Act. No environmental review is necessary.

### **COMMITTEE REVIEW:**

On May 5, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On May 10, 2021 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 21-52
- Multi-Task Professional Services Agreement with Mesa Associates, Inc.

RESOLUTION 21-52

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

(reference Staff Report #164:21)

WHEREAS, Engineering consulting 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, Mesa Associates, Inc., is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Professional Services Agreement with Mesa Associates, 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 said 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 \_\_\_\_\_, 2021 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 MESA ASSOCIATES, 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 Mesa Associates, Inc, a corporation with its office located at 480 Production Avenue, Madison, Alabama 35758 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2021 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**4.4 All Policies Requirements.**

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

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

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

**4.4.4 Additional Certificates and Endorsements.** If Consultant provides services to Agency members, SCPPA and/or SCPPA members, 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.** 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. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

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

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

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

Consultant shall indemnify 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 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. In addition, Agency shall reimburse Consultant for any incremental or direct costs resulting from the termination.

- 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, subject to receipt by Consultant of full payment for all services relating to preparation of the aforementioned documents or materials, 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 and shall return or destroy all Deliverables and Agency data such as reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials specifications or material of any type and in any form provided to Consultant by Agency upon termination of this Agreement or completion of any Purchase Order.

Any and all deliverables are prepared specifically, and are intended to be used exclusively for the project and location contemplated under the Agreement. Any completion, extension, or modification of deliverables by Agency or others without participation of Consultant, or written authorization by Consultant, or any reuse by Agency of Consultant's deliverables or work product other than for the specific purpose intended will be at Agency's sole risk and without liability or legal exposure to Consultant. Consultant shall retain ownership of Consultant's prior developed intellectual property (including standard drawings and specifications, computer programs and models, copyrights, trade secrets,

patented, patent pending, or other patentable technology, processes, or business practices) as long as all of these materials were developed prior to the Services and developed without compensation from Agency.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence; and (b) shall take all reasonable steps necessary to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.
- 9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.4.3.2 or 9.4.3.3.

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

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

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

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

**9.4.4** **Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Receiving 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.** Reserved.

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

**10.3** **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

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

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

Kyle Gage  
Project Manager  
Mesa Associates, Inc.  
3500 Douglas Blvd., suite 240  
Roseville, CA 95661

Any written notice to Agency shall be sent to:

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

With a copy to:

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



- 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

MESA ASSOCIATES, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
TIM RAMSEY, Vice President, Power Generation

Attest:

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

Approved as to Form:

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

## EXHIBIT A

### SCOPE OF SERVICES

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

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

- Project Development
- Technical Consulting Services
- Engineering And Design
- Control System Automation / Integration
- Project Management
- Start-Up commissioning
- Training
- Panel Fabrication (in pre-existing off site facility of Consultant)

No services that meet the definition of "construction" or "public works" as contained in California Labor Code Section 1720 including work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction shall be performed under this contract.

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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



#### 2021 Basis of Charges Fixed Rates by Labor Category

Classification	Minimum Qualification	Rate
Program Manager	Fifteen years minimum experience in design and engineering. Ten years minimum experience in project management.	\$180
Senior Project Manager	Fifteen years minimum experience in design and engineering. Five years minimum experience in project management.	\$172
Project Manager	Eight years minimum experience in design and engineering. Five years minimum experience in project management.	\$146
Associate Project Manager	Three years minimum experience in a specialized segment of project management.	\$111
Technical Specialist	Twenty years of experience in specialized field. Recognized Subject Matter Expert in the field.	\$232
Project Engineer	Eight years minimum experience in design and engineering. Leads multi-discipline team. PE and BS required.	\$165
Principal Engineer	Eight years minimum experience in design and engineering. PE and BS required. Provides technical direction to a department or a group of engineers.	\$160
Lead Engineer	Eight years minimum experience in design and engineering. Leads discipline specific design team. PE and BS required.	\$143
Senior Engineer	Eight years minimum experience in design and engineering. PE and BS required.	\$138
Engineer	Four years minimum experience in a specialized segment of design and engineering. PE and BS required.	\$122
Senior Engineering Specialist	Eight years minimum experience in design and engineering or systems integration/programming. BS required. No PE required.	\$133
Engineering Specialist	Four years minimum experience in a specialized segment of design and engineering or systems integration/programming. BS required. No PE required.	\$112
Engineering Associate	Up to four years minimum experience in a specialized segment of design and engineering or systems integration/programming. BS required.	\$91
Design Specialist	Fifteen years minimum experience in selecting and applying techniques and procedures and five years minimum experience responsible for design management.	\$143
Senior Designer*	Eight years minimum experience in selecting and applying techniques and procedures.	\$123
Designer*	Four years minimum experience in progressive responsible design.	\$94
Associate Designer*	Up to four years' experience in responsible design, and four years minimum work experience as senior level technician equivalent.	\$85
Senior Technician*	Eight years minimum experience preparing detail drawings.	\$79
Technician*	Up to five years' experience in preparing detail drawings/computer aided drafting.	\$61
Senior/DCS Programmer	Ten years minimum experience in control system programming.	\$160



## 2021 Basis of Charges

Fixed Rates by Labor Category

Classification	Minimum Qualification	Rate
<b>Programmer (PLC)</b>	Ten years minimum experience in PLC programming.	\$124
<b>Senior Construction Manager</b>	Twelve years minimum experience in construction of power generation or industrial projects.	\$180
<b>Construction Manager</b>	Eight years minimum experience in construction of power generation or industrial projects.	\$160
<b>Senior Field Technician*</b>	Ten years minimum experience as electrical field technician, including completion of IBEW or journeyman electrician.	\$111
<b>Field Technician*</b>	Four years minimum experience as electrical field technician, including completion of IBEW or journeyman electrician.	\$98
<b>QA/Safety Manager</b>	Ten years minimum experience in quality and/or safety management.	\$118
<b>Scheduler*</b>	Five years minimum experience in project scheduling.	\$111
<b>Procurement Specialist*</b>	Five years minimum experience in procurement.	\$75
<b>Senior Project Controls Specialist</b>	Fifteen years minimum experience in cost control/scheduling.	\$94
<b>Project Controls Specialist*</b>	Five years minimum experience in cost control/scheduling.	\$77
<b>Document Control Technician*</b>	Up to five years' experience in transmittal generation.	\$75
<b>Senior Administrative Specialist</b>	Ten years minimum experience in advanced project team support. BS/BA degree in related field in lieu of experience.	\$66
<b>Administrative Specialist*</b>	Five years minimum experience in office support to project team.	\$59
<b>Administrative/Clerical Services Assistant*</b>	Up to five years' experience in office support to project team.	\$53
<b>Vehicles</b>	Automobile mileage.	per IRS
<b>Expenses/Travel</b>	Billed at per diem in accordance with GSA CONUS, or actual expense, at customer direction. G&A fee is applied to all expenses, unless otherwise contractually noted.	
<b>Non-Exempt*</b>	Non-exempt employees are paid one and one-half times their hourly rate for all hours worked in excess of 40 hours per week. All overtime is billed to client at a regular, straight-time multiplier (no premium).	

Agency will not pay for standard overhead expenses including but not limited to accounting personnel or administrative assistant hourly charges.

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

\_\_\_\_\_  
(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:** May 27, 2021

**SUBJECT:** JEGO Systems – First Amendment to Five Year Multi-Task Consulting Services Agreement for SCADA, Control Systems and Network Integrator 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

<b>FROM:</b>	Joel Ledesma <i>42</i> Assistant General Manager	<b>METHOD OF SELECTION:</b>	N/A
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>	
<b>Department:</b>	Geothermal		

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

**RECOMMENDATION:**

Approve Resolution 21-53 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with JEGO Systems for SCADA, control systems and network integrator services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$1,000,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

**BACKGROUND:**

SCADA, control systems and network integrator 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 entered into a five year Multi-Task Consulting Services Agreement with JEGO Systems, executed by the General Manager on March 24, 2021 for an amount not to exceed \$225,000

The Geothermal Facility will be going out to bid for the Enterprise Management System (EMS) Upgrade which comprise the Effluent and Field Management Systems in FY22, and JEGO Systems is a potential bidder for this work. To ensure sufficient funds are available should JEGO be the successful bidder for this or future work, this Amendment will increase the not to exceed amount from \$225,000 to \$1,000,000, for continued use at any facility owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA has agreements in place for similar services with Tesco Controls, Nor-Cal Controls ES, Inc., and Trimark Associates, Inc.

**FISCAL IMPACT:**

Upon execution, the total not to exceed amount of the agreement will increase from \$225,000 to \$1,000,000 over the remainder of the contract term. 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 May 5, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On May 10, 2021 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (3):

- Resolution 21-53
- Multi-Task Consulting Services Agreement with JEGO Systems
- First Amendment to Multi-Task Consulting Services Agreement with JEGO Systems

RESOLUTION 21-53

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES
AGREEMENT WITH JEGO SYSTEMS

(reference Staff Report #165:21)

WHEREAS, Northern California Power Agency (NCPA) and JEGO Systems entered into a Multi-Task Consulting Services Agreement executed by the General Manager on March 24, 2021, for JEGO Systems to provide SCADA, control systems and network integrator services, for use at any facilities owned and/or operated by NCPA, NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, The Geothermal Facility will be going out to bid for the Enterprise Management System (EMS) Upgrade which comprise the Effluent and Field Management Systems in FY22, and JEGO Systems is a potential bidder for this work; and

WHEREAS, NCPA now desires to increase the not to exceed amount from \$225,000 to \$1,000,000 to ensure sufficient funds are available should JEGO be the successful bidder on this or future work; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said First Amendment, with any non-substantial changes as approved by the NCPA General Counsel, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_ day of \_\_\_, 2021 by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST: CARY A. PADGETT
ASSISTANT SECRETARY



## MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND JEGO SYSTEMS

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 JEGO Systems, a corporation with its office located at 5098 Foothills Blvd., Suite 3-486, Roseville, CA 95747 ("Consultant") (together sometimes referred to as the "Parties") as of March 24, 2021 ("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 to perform the Requested Services. If Consultant agrees to perform the Requested Services or begins to perform the Requested Services, , then Consultant will have agreed to perform the

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$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.



- 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 reasonable and necessary costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

**8.5 Options Upon Breach by Agency.** If Agency materially breaches any of the terms of this Agreement, Consultant's remedies shall include, but not be limited to, the following:

- 8.5.1 Immediately terminate the Agreement;
- 8.5.2 Recover all sums for all Work provided to the Agency prior to the date of termination.

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

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

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

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

- 9.4.5 Security Management.** During the term of this Agreement, Consultant shall maintain and enforce a written security program or programs that (i) complies with Industry Recognized Standards<sup>1</sup>; (ii) includes administrative, technical, cyber and physical safeguards reasonably designed to protect the confidentiality, integrity and availability of Agency's property, equipment and systems; (iii) is appropriate to the nature, size, and complexity of Consultant's business operations; and (iv) complies with any applicable laws and regulations that are applicable for the geographic regions in which Consultant does business.
- 9.4.6 Supply Chain Risk Management.** Consultant shall establish, document, and implement risk management practices for supply chain delivery of hardware, software (including patches), and firmware provided under this Agreement from any of Consultant's suppliers consistent with Industry Recognized Standards. Such program shall consist of policies to protect software integrity and authenticity, Consultant remote access protections, information system planning, and Consultant risk management and procurement controls.
- 9.4.7 Logical Security.** Consultant must employ logical security process such as access controls, review of such controls and secure remote access authentication to the Services and supporting networks used to provide the Services on which equipment is accessed, processed, stored, transferred or maintained. Consultant shall use internal operational processes to keep the equipment secure and accessible to only authenticated, authorized users of such equipment. Consultant shall also use security protocols and access parameters denying direct access to Agency equipment via direct file access and/or direct database access.

---

<sup>1</sup> Industry Recognized Standards means all applicable and leading practice industry security standards and rules and regulations relating to Consultant's Services and operations, its supply chain, facility, control center, equipment procurement and management, and all other property, including without limitation any relevant global industry recognized security standards.

- 9.4.8 Network and system Security.** Consultant shall use Industry Recognized Standards to secure network perimeters that will protect equipment from unauthorized access and ensure the confidentiality, integrity and availability of equipment on or accessed through Consultant's systems. This includes, but is not limited to, use of firewalls, firewall maintenance, firewall log management, network segmentation, intrusion detection and security information and event management capabilities.
- 9.4.9 Physical Security.** Consultant must use appropriate facility entry controls to limit, monitor, and log physical access that comply with Industry Recognized Standards for all locations.
- 9.4.10 Notification of Breach.** Consultant shall notify Agency, by telephone or email within twenty-four (24) hours whenever a security incident consisting of when: (i) Consultant knows or reasonably believes that Agency Confidential Information received from Agency has been disclosed or compromised; (ii) knows or reasonably believes Consultant's cybersecurity protections have been breached; or (iii) Consultant knows or reasonably believes Consultant's and potentially Agency's equipment has been compromised by any code, program, or sub-program whose known or intended purpose is to damage or interfere with the operation of computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the software, code, program, or sub-program, itself, or (iv) knows or reasonably believes Consultant's and potentially Agency's equipment may be compromised through any device, method, or token that permits any person to circumvent the normal security of the software or the system or equipment.

**Section 10. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

Web Jessup  
Chief Executive Officer  
JEGO Systems  
5098 Foothills Blvd., Suite 3-486  
Roseville, CA 95747

Any written notice to Agency shall be sent to:

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

With a copy to:

Jane E. Luckhardt  
General Counsel

Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

JEGO SYSTEMS

Date 3/24/21

Date 2021-03-23

  
**RANDY S. HOWARD, General Manager**

  
**WEB JESSUP, CEO**

Attest:  
  
**Assistant Secretary of the Commission**

Approved as to Form:  
  
**Jane E. Luckhardt, General Counsel**



## **EXHIBIT A**

### **SCOPE OF SERVICES**

JEGO Systems ("Consultant") shall provide SCADA, control systems and network integrator services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Cybersecurity Services
- System Integration
- Consulting Services
- Standards Development
- Technical Support
- Education & Training

## **EXHIBIT B**

### **COMPENSATION SCHEDULE AND HOURLY FEES**

Compensation for all tasks, 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:

- All services to be performed will be quoted at Fixed Price.

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

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, Web Jessup, CEO  
(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

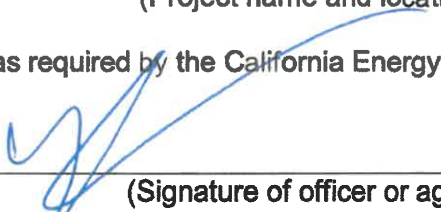
JEGO Systems  
(Company name)

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 23 day of March, 20 21.

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



**FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND JEGO SYSTEMS**

This First Amendment (“Amendment”) to Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and JEGO Systems (“Consultant”) (collectively referred to as “the Parties”) as of \_\_\_\_\_, 2021.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement, dated effective March 24, 2021, (the “Agreement”) for JEGO Systems to provide SCADA, control systems and network integrator services, for use at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority (“SCPPA”), or by SCPPA Members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$225,000 to a NOT TO EXCEED amount of \$1,000,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

The remainder of Section 2 of the Agreement is unchanged.

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

**SIGNATURES ON FOLLOWING PAGE**

///

///

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

NORTHERN CALIFORNIA POWER AGENCY

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

JEGO SYSTEMS

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

\_\_\_\_\_  
**WEB JESSUP,**  
**CEO**

Attest:

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

Approved as to Form:

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



21

# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** BBA USA, Inc. – Five Year Multi-Task Professional Services Agreement for North American Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) testing and support; 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

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

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

**RECOMMENDATION:**

Approve Resolution 21-54 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with BBA USA, Inc. for NERC and WECC testing and support 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:**

NERC and WECC testing and support services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. BBA USA, Inc. is a new vendor for NCPA. While BBA USA was not the winning bidder on a recent project, their bid was competitive and their bid proposal was comprehensive and detail oriented. 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. Additionally, adding this vendor will increase the pool of qualified vendors for these types of services. NCPA has agreements in place for similar services with Kestrel Power Engineers and General Electric (GE).

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

**COMMITTEE REVIEW:**

On May 5, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On May 10, 2021 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 21-54
- Multi-Task Professional Services Agreement with BBA USA, Inc.



**RESOLUTION 21-54**

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

**(reference Staff Report #166:21)**

WHEREAS, North American Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) testing and support 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, BBA USA, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Professional Services Agreement with BBA USA, 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 said 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 \_\_\_\_\_, 2021 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 BBA USA 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") BBA USA INC., 2801 Centerville Road, First floor, PMB 367, Wilmington, DE 19808-1609 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2021 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

**2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. 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** Consultant shall obtain automobile liability insurance for non-owned automobiles covering any loss or liability, including the cost of defense of any action, insofar as the Consultant be traveling to any Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

**4.4 All Policies Requirements.**

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

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

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

**4.4.4 Additional Certificates and Endorsements.** If Consultant provides services to Agency members, SCPPA and/or SCPPA members, 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. If Contractor cannot provide a waiver of subrogation for Workers' Compensation insurance due to Contractor's Canadian provincial insurance, Contractor agrees to indemnify Agency from any and all workers' compensation subrogation claims against Agency or Agency's insurance.

**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, 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 with respect to the performance of the Professional Services performed by the Consultant to the extent that they arise out of, pertain to, or relate to such claims, directly ("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.

Notwithstanding the foregoing in the event Consultant defends the Agency and it is ultimately determined or agreed to that the Consultant was either not negligent or was only partially negligent with respect to the loss, liability, claim, suit, action or damages, the Agency agrees that it shall promptly reimburse Consultant for

such proportion of the Consultant's costs incurred in defending the Agency that is not attributable to the negligence of the Consultant.

- 5.3 Limitation.** In any event, Agency and Consultant agree that the aggregate liability of Consultant in respect to any Purchase Order is expressly limited to a total amount of \$2,000,000. This stated limitation of liability does not apply to personal injury including to Agency employees and property damage. For the purposes of Section 5, "Consultant" includes its representatives, consultants, subcontractors, directors, officers and employees.

**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 either party materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, the non-defaulting party 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. Any and all deliverables are prepared specifically, and are intended to be used exclusively for the project and location contemplated under the Agreement. Any completion, extension, or modification of deliverables by Agency or others without participation of Consultant, or written authorization by Consultant, or any reuse by Agency of Consultant's deliverables or work product other than for the specific purpose intended will be at Agency's sole risk and without liability or legal exposure 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, 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.
- 9.4.2 Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

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

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

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

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

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

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

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

Attention of François Vitez  
BBA USA INC.  
2801 Centerville Road, First Floor, PMB 367  
Wilmington, DE 19808-1609  
francois.vitez@bba.ca

With a copy to:

Normand Girard  
General Counsel  
normand.girard@bba.ca

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.

SIGNATURES ON FOLLOWING PAGE

///

///

///

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

NORTHERN CALIFORNIA POWER AGENCY

BBA USA INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
**NEIL MASSEY, Client Account Manager**

Attest:

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

Approved as to Form:

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

BBA USA INC. ("Consultant") 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:

- Engineering Consulting;
- WECC / NERC Testing;
- Engineering support for excitation systems and upgrades;
- Power system studies and designs;
- Operational Technology Automation and Cybersecurity; and
- Other engineering support as needed.



## 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:



**TABLE 4**  
**2021 LIST OF HOURLY RATES**

**UNITED STATES**

<b>RATES in \$ US</b>	
<b>Engineering and Professional Services:</b>	
▪ Level 1A	82
▪ Level 1B	97
▪ Level 2	117
▪ Level 3	137
▪ Level 4	155
▪ Level 5	175
▪ Level 6	197
<b>Technical Services:</b>	
<b>Technician/Technologist/Designer/Draftsperson:</b>	
▪ Level 1A	63
▪ Level 1B	76
▪ Level 2	89
▪ Level 3	106
▪ Level 4	119
▪ Level 5	134
▪ Level 6	148
<b>Expert:</b>	
▪ Expert Level	237
<b>Support Services:</b>	
▪ Clerical	60
▪ Project Support	73
<b>Office direct costs on fees: 7.50%</b>	

Note: NCPA will not pay for overhead charges such as clerical or accounting. Those overhead related charges are expressly not allowed. Consultant 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.

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

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

**EXHIBIT C**  
**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, \_\_\_\_\_

(Name of person signing affidavit)(Title)

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

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

for contract work at:

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

(Project name and location)

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

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

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

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

22



# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** 2021 Steam Field Operation and Generation Forecast; Applicable to the following: NCPA Geothermal Facility

**AGENDA CATEGORY:** Consent

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

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

**RECOMMENDATION:**

Approve Resolution 21-55 authorizing the 2021 Steam Field Operations and Forecast Report dated April 2021 as the Geothermal Operating Protocol effective July 1, 2021. This Operating Protocol is to remain in effect until replaced by the Commission.

**BACKGROUND:**

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

The Operating Protocol currently uses a two-zone strategy with wells on the west side of the NCPA lease producing to both Plant #1, Units #1 and #2. Wells on the east side of the NCPA lease produce to Plant #2, Unit #4. This Protocol will maximize generation while allowing for scheduling flexibility and reduction of load under the proper economic conditions. For 2021, these conditions are:

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

The Protocol establishes a 2021 annual generation target of 95 gross MW.

**FISCAL IMPACT:**

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

**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 May 5, 2021, 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 21-55
- 2021 Steam Field Operations and Forecast Report

RESOLUTION 21-55

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE 2021 STEAM FIELD OPERATIONS FORECAST REPORT AS THE 2021
GEOTHERMAL OPERATING PROTOCOL

(reference Staff Report #167:21)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal Facility near Middletown, CA, consisting of two power plants with containment areas, and 79 steam production and injection wells connected by roads; and

WHEREAS, the 2021 Steam Field Operations Forecast Report is an in-depth study of The Geysers reservoir relative to the operation of NCPA's GEO facility and provides a generation forecast of the facility. This report will act as the Operating Protocol with the goal of maximizing the generation output. The Operating Protocol currently uses a two-zone strategy with wells on the west side of the NCPA lease producing to Plant 1, Units #1 and #2. Wells on the east side of the NCPA lease produce to Plant #2, Unit #4. This Protocol will maximize generation while allowing for scheduling flexibility and reduction of load under the proper economic conditions. For 2021, these conditions are:

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

The Protocol establishes a 2021 annual generation target of 95 gross MW; and

WHEREAS, 2021-22 approved budget covers the proposed action; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts the Steam Field Operations and Forecast Report dated April 2021 as the Geothermal Operating Protocol, effective July 1, 2021, to remain in effect until replaced by the Commission.

PASSED, ADOPTED and APPROVED this \_\_\_ day of \_\_\_, 2021, by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



# **Steam Field Operations**

## **Forecast Report – April 2021**



**Lightening Strikes Prior to Glass Fire  
August 17, 2020**

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

**April 2021**

**Table of Contents**

<b>INTRODUCTION</b>	<b>1</b>
<b>I. STEAM FIELD OPERATIONS</b>	<b>2</b>
A. Overview Of 2020 Production and Injection	2
B. Water Injection Program	3
C. Geothermal Operating Plan	7
<b>II. 2020 RESERVOIR PERFORMANCE &amp; 2021 GENERATION FORECAST</b>	<b>8</b>
A. Reservoir Pressure Distribution	8
B. Reservoir Pressure and Flowrate Decline	8
C. 2020 Generation Review	9
D. 2020 Numerical Modeling Results	9
E. 2021 Generation Forecast	10
<b>SUMMARY</b>	<b>11</b>
<b>List of Figures &amp; Tables</b>	
<b>Figures 1-15</b>	<b>12-26</b>
<b>Table 1 - Annual Report of NCPA Injection at The Geysers 2019</b>	<b>27</b>
<b>Table 2 - Geothermal Facilities Summary</b>	<b>28</b>
<b>Table 3 – Reservoir Pressure</b>	<b>29</b>
<b>Table 4 – NCG Concentration</b>	<b>30</b>
<b>Table 5 - 2021 Generation Forecast – 25 Years</b>	<b>31</b>
<b>Table 5A - 2021 Average Generation Capacity – 25 Years</b>	<b>32</b>
<b>Table 5B - 2021 Scheduled Outages – 25 Years</b>	<b>33</b>
<b>Table 6 – 2021 Generation Forecast – 5 Years</b>	<b>34</b>
<b>Table 6A – 2021 Average Generation Capacity – 5 Years</b>	<b>35</b>
<b>Table 7 – 2021 Forecast of Geothermal Production and Injection</b>	<b>36</b>



**NCPA**  
**Generation Services Business Unit**  
***Steam Field Operations and Forecast Report***

April 2021

**Introduction**

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

- I. A review of steam field operations, the water injection program, and the Geothermal Operating Plan.
- II. A review of 2020 reservoir performance with a generation forecast for 2021.

Analysis of geothermal reservoir during 2020 indicates a continued 1.9% harmonic decline consistent with prior projections. The average generating capacity for 2020 was 94.9 MW gross or 84.1 MW net. Net generation for the year was 739 GWhrs. The Glass Fire and several Public Safety Power Shut-Off events during the year were major disruptions to NCPA's ability to generate electricity in 2020. While NCPA's Geothermal Facility did exceed its net generation goal of 726.6 GWhrs for the year, net generation would have been higher had these events not occurred.

Water injection continues to be essential in maintaining reservoir pressure and mitigating steam production decline rates. In 2020, the Southeast Geysers Effluent Pipeline (SEGEP) project brought an average of 3,127 gpm of wastewater to The Geysers. NCPA and a nearby power producer, Calpine, share the water. NCPA received 28.4% of the wastewater delivered in 2020 and this amount is intentionally lower than in 2019. Numerical modeling has indicated reduced injection will result in higher steam production. Combined with steam condensate, NCPA's 2020 water injection rates averaged 1,589 gpm and is a significant reduction from the previous year's rate of 3,103 gpm.

In 2021, water injection will continue to be reduced since California is currently experiencing drought conditions. Wastewater from the SEGEP pipeline is composed of approximately 50% freshwater from Clearlake and 50% secondary treated wastewater from Lake County Sanitation District. Due to drought conditions, the freshwater portion will be withheld from SEGEP from May 1, 2021 through April 30, 2022. There have been no detrimental effects observed in the steam field as a result of the reduced injection this past year nor are they expected in 2021. The field is being closely monitored for any changes in decline rate.

The 2021 generation forecast projects the average generating capacity to be 93 MW gross or 82.9 MW net for the year. NCPA geothermal facilities are forecast to generate 726.6 GWhrs net in 2021. The estimated 25 year projected net reserves are 14,716 GWhrs.

In terms of the fiscal year, the FY 2022 net generation is forecast to be 724.8 GWhrs.

## **I. STEAM FIELD OPERATIONS**

### ***In This Section***

- ▶ Overview of Annual Production and Injection
- ▶ Water Injection Program
- ▶ Geothermal Operating Plan

### **A. Overview of 2020 Production and Injection**

NCPA continued to operate the Geothermal Project as a base load facility in 2020. Steam production for the year was 15.1 Glbs with water injection of 6.9 Glbs for an annual mass replacement ratio of 46%. Water injection on the NCPA lease is a combination of steam condensate recovered from the cooling towers and wastewater from the Southeast Geysers Effluent Pipeline (SEGEP). The water from the SEGEP pipeline is shared between NCPA and a nearby power producer. NCPA received 28.4% of the wastewater in 2020. The average total injection rate for NCPA decreased from 3,103 gpm in 2019 to 1,589 gpm in 2020.

The reduction in water injection was intentional as reservoir modeling studies indicated that reduced injection would lead to increased steam production and higher reservoir pressures. The projected improvement in reservoir conditions would be as a result of higher boil off rate or recovery of existing reserves.

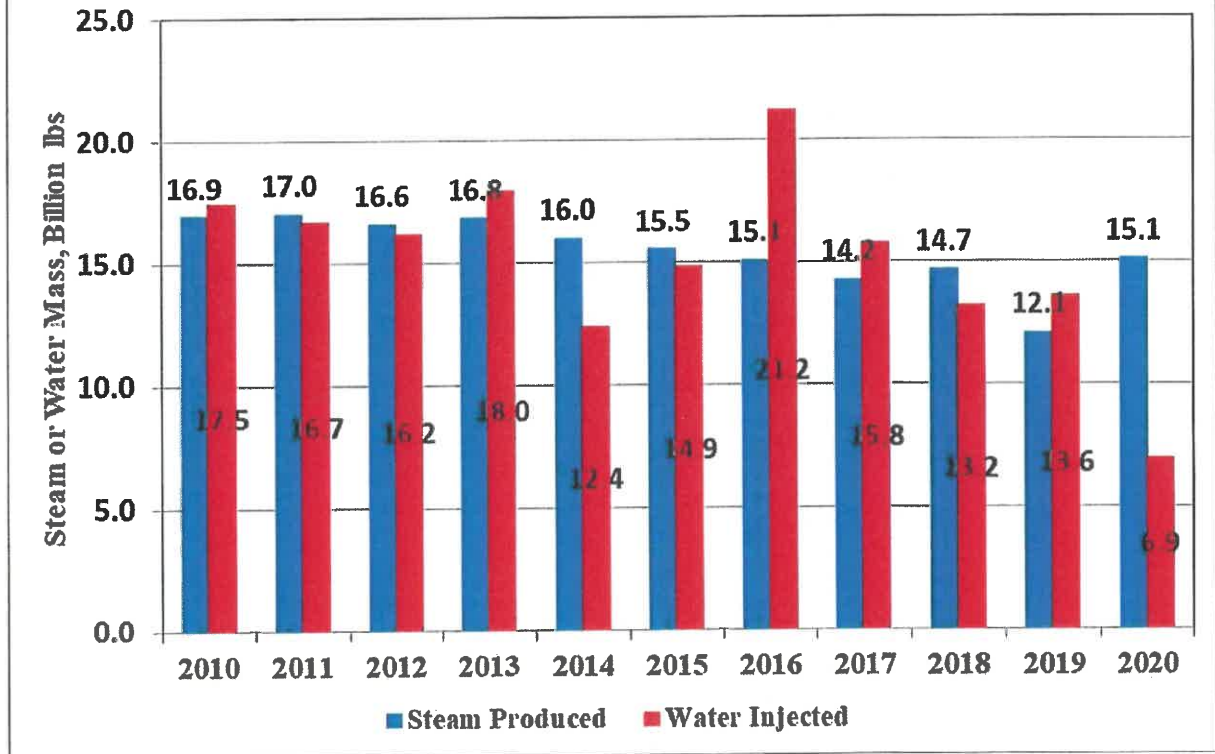
The cumulative mass replacement ratio from plant startup in 1983 through 2020 was 67.1% (*Figure 1*). The net mass withdrawal of steam from the reservoir (Mass Produced less Mass Injected) through 2020 is 229.8 billion lbs.

The average generation capacity level for 2020 was 94.9 MW gross or 84.1 MW net. These values were slightly lower than forecast capacity of 95.1 MW gross or 85.2 MW net and mainly due to the impacts of the Glass wildfires and Public Safety Power Shut-Off events (PSPS). These events shutdown transmission lines for extended periods of time. In 2021, generation capacity is forecast to be 93 MW gross or 82.9 MW net.

#### ***Production Highlights during 2020 include:***

- ▶ Annual gross generation level in 2020 was 94.9 MW or 84.1 MW net.
- ▶ Average annual mass replacement in the reservoir (i.e., the percentage of steam production replaced by water injection) was 46% in 2020. The 2020 average injection rate was 1,589 gpm and was a significant decrease over the previous year.
- ▶ The Glass Fires and PSPS events caused infrequent outages of the transmission lines from The Geysers resulting in slightly lower than expected generation levels.
- ▶ In 2020, the generation capacity is forecast to be 93 MW gross or 82.9 MW net.

**Historical NCPA Production and Injection Levels**  
**Figure 2**



**B. Water Injection Program**

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

**1. Southeast Geysers Effluent Pipeline (SEGEP)**

The Southeast Geysers Effluent Pipeline (SEGEP) project is a pipeline bringing water to The Geysers for the purpose of supplementing water injection in the field. During normal years, NCPA receives an average 2,700 gpm out of 5,600 gpm water that is delivered. Injection of this water into The Geysers reservoir helps mitigate reservoir

pressure declines and increases steam reserves. *Figure 6* shows the historical SEGEP deliveries for NCPA and the total for the project.

SEGEp deliveries were significantly reduced this past year. In 2020, numerical modeling studies indicated that reduced water injection would increase recovery of reserves by increasing the boil off rate of previous injected water. Overall injection was reduced by approximately 50% for this reason. While there are encouraging signs of improved steam production and other reservoir characteristics, nothing conclusive has been determined.

In 2020, the SEGEP wastewater was composed of approximately 50% secondary treated effluent and 50% freshwater taken from Clearlake. The freshwater component of SEGEP is subject to an annual restriction if the water level in Clearlake gets too low. The Rumsey gauge in Lakeport is the official device measuring the lake level and if it drops below 3.5 ft, the SEGEP pipeline loses access to freshwater.

This area of California is currently in a drought condition with the lake level measuring around 1.1 ft. Starting on May 1, 2021 and continuing through April 30, 2022, the SEGEP pipeline will be operating at reduced levels and supply only secondary treated wastewater. This is not expected to impact NCPA's steam production or decline rate. Similar conditions were encountered in 2014 and no detrimental effects were observed.

Based on a 2013 tracer study, it was determined that the recovery of injected water as steam took approximately five years. Approximately 40% of the water was recovered within one year and the remaining 60% of injected water was recovered over the subsequent five years. Since the SEGEP pipeline has been in operation since 1997, there are significant "banked" reserves that prevent any sudden changes to the rate of steam production or decline rate. If the numerical modeling results are correct, another year of reduced injection should facilitate increased steam production and a rebound of reservoir pressures and temperatures.

## 2. Injection Operations

With reduced injection, there were six different wells used for injection in 2020. The injection strategy continues to be an effort to spread water over large geographic area and limit injection rates down individual wells as much as possible. The 2020 overall injection rate of combined steam condensate and wastewater was 1,589 gpm and is a significant decrease from the 2019 rate of 3,103 gpm.

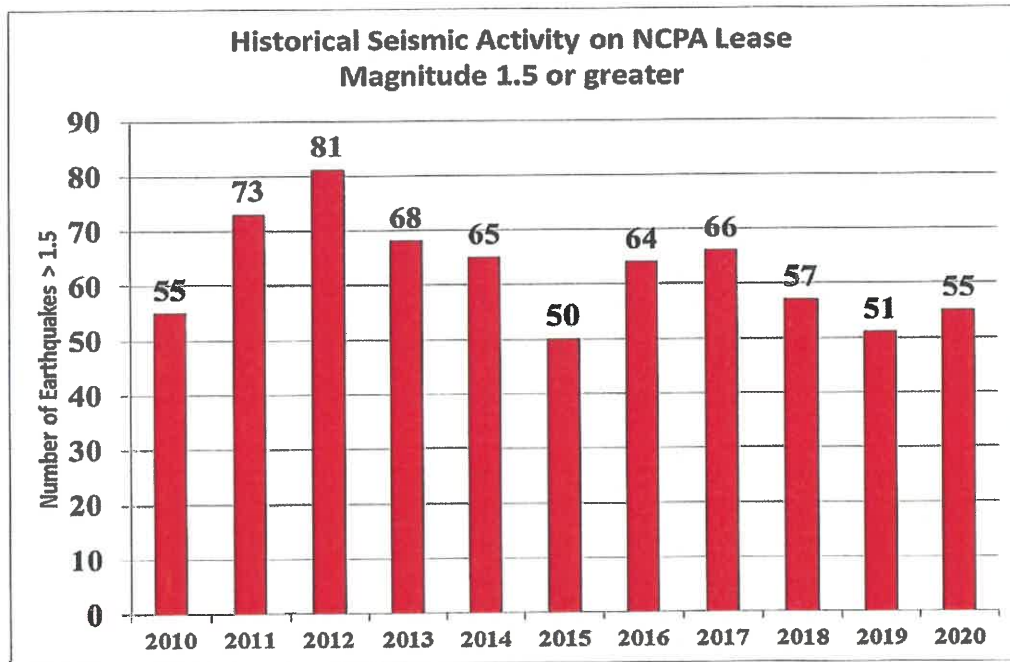
*Figure 7* shows the relative location of the eight injection wells on the NCPA lease. Three of these wells, E-8, H-4, and Q-10, are only connected to the SEGEP pipeline and therefore receive only effluent or wastewater. The remaining three wells received a combination of condensate and wastewater. *Figure 8* and *Table 1* show the relative amounts and type of water each well received in 2020.

## 3. Micro-earthquake Activity

Studies by the United States Geological Survey (USGS) and others have demonstrated that the steam production and water injection at The Geysers can cause frequent micro

seismic events to occur. As a result, NCPA and the other operators are required to continuously monitor and report on the earthquakes that occur within The Geysers geothermal field. *Figure 9* is a map showing the locations of the 603 seismic events of magnitude 1.5 and larger that occurred within The Geysers field during 2020. Eight of these events had an earthquake magnitude of 3.0 or greater. The largest seismic event was a magnitude 4.06 on a competitor lease.

On the NCPA lease, there were 55 events of M=1.5 or greater. The figure below shows the historical seismic activity for the NCPA lease from 2010 through 2020. The seismic activity for 2020 was slightly higher than in 2019.

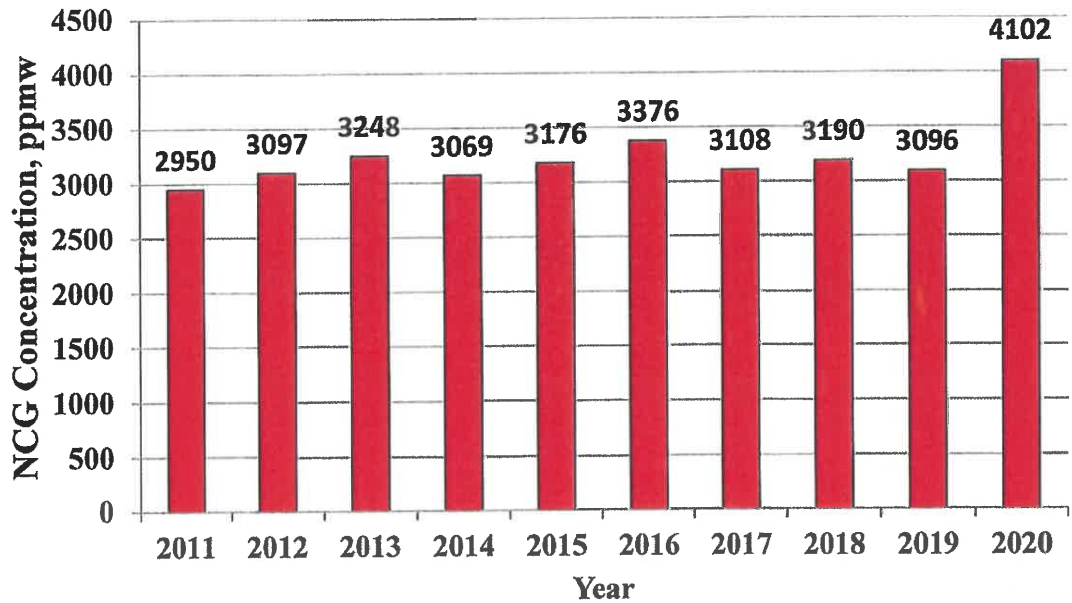


#### 4. Non-condensable Gas (NCG) Trends

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

As shown in the graph below, NCG concentrations were up significantly as a result of reduced water injection in 2020. Efforts to reduce NCG production will require either increased injection or a more targeted approach going forward. Since the SEGEP pipeline will be operating at a reduced level this next year, any available water should be directed toward the highest NCG production areas. A review of *Table 4* indicates that well pads E, N, P, and Q are likely targets. *Figure 10* shows a comparison of the relative changes throughout the field.

## Historical Non-Condensable Gas (NCG) Concentrations on NCPA Lease



### ***Injection Highlights during 2020 include:***

- ▶ Water injection was significantly reduced in 2020 and approximately 50% of previous levels.
- ▶ The reduction in water injection was intentional as numerical modeling results indicated that reduced injection would eventually lead to increase steam production and a rebound in reservoir pressures and temperatures.
- ▶ This area of California is currently experiencing drought conditions. The SEGEP pipeline will lose access to approximately 50% of the normal volume as freshwater from Clearlake will not be available until April 30, 2022. Similar conditions were incurred in 2014 and no detrimental effects were observed in either steam production or decline rate.
- ▶ Non-condensable gas production was up significantly due to the reduced injection in 2020. Targeted injection will be necessary to bring this level down.

### C. Geothermal Operating Plan

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

A Geothermal Operating Plan, effective July 1, 2020, was approved and recommended by the Coordinated Operating Group (COG), the Generation Services Business Unit, and the NCPA Commission during the May 28, 2020 meeting. The Plan establishes an Operating Protocol that maintains a Two Zone operation within the NCPA lease. The Two Zone Operation was implemented to improve operational response time during unit trips and maximize generation on the NCPA lease while minimizing reservoir communication with nearby competitor operations.

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

While the Protocol maximizes generation, it does allow for scheduling flexibility and reduction of load under the proper economic conditions. The increase in renewable energy in the electrical market has resulted in economic incentives where daily curtailment of the Geothermal Units is being considered. It is recommended that the Operating Protocol allow curtailments to occur under the following conditions.

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

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

## 2020 RESERVOIR PERFORMANCE REVIEW

### ***In This Section***

- ▶ Reservoir Pressure Distribution
- ▶ Reservoir Pressure and Flowrate Decline
- ▶ 2020 Generation Review
- ▶ 2020 Numerical Modeling Results
- ▶ 2021 Generation Forecast

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

### **A. Reservoir Pressure Distribution**

One of the most important parameters in predicting and explaining reservoir performance is static reservoir pressure. *Figure 11* shows areal pressure distributions of static reservoir pressures for January 2020 and January 2021. In general, wells on the west side of the field have the lowest reservoir pressures (< 80 psig) and the east side of the field continues to be the higher pressure area.

### **B. Reservoir Pressure and Flowrate Decline**

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

In 2021, shut-in pressures were either recorded or estimated for 60 wells. The estimated average wellhead shut-in pressure is 73 psig. The average well on the NCPA lease flows 28,700 lb/hr at 43.2 psig.

The projected flowrate decline is shown in *Figure 13*. In 2020, the overall steam production rate averaged 1,780 klbs/hr. The flow rate in 2021 is projected to be 1,626 klbs/hr. The overall steam field decline is a harmonic 1.9%. Reservoir parameters of steam flow, pressure and temperature will be closely monitored in the upcoming year to determine if the impact of reduced water injection matches numerical modeling results.



### C. 2020 Generation Review

Net generation for the NCPA Geo Facilities in 2020 was 739 GWhr. For FY 2021, it is estimated that net generation will be around 743.6 GWhrs. The 2020 gross generation level was an average of 94.9 MW while net generation level averaged 84.1 MW.

### D. 2020 Numerical Modeling Results

In 2020, a consulting firm, Geothermex, was hired to update the production and injection history for NCPA's numerical model. They were then tasked with forecasting production trends focusing on addressing two situations. These were:

- Evaluating the impact of reduced water injection and the optimal level of water injection for maintaining steam production.
- Estimating the timeline for possible retirement of Plant #2 with transfer of its steam supply to Plant #1.

After updating the production and injection history in the numerical model, a base case forecast was developed using the current operating conditions. For comparison, seven forecast runs were made with scenarios ranging from eliminating all water injection to reducing water injection by 50%. Conclusions from these forecast runs were:

- Additional effluent or wastewater (SEGEP) injection may not be beneficial at the present time. While effluent injection clearly reduced the steam production decline rate in the past, the reservoir may have reached a saturated state resulting in less efficient generation of secondary steam.
- The optimal injection is around 25% of the current levels.
- Distributing water injection over spread-out locations significantly slows down steam production decline compared to injecting in a concentrated area.

The study further states that reduced injection is warranted and while the forecast show that eliminating effluent (SEGEP) injection provides the optimal steam production decline trend, this action should be done in a gradual manner to confirm this finding. Consequently, NCPA has reduced water injection this past year but has not been eliminated it altogether.

Regarding the possible retirement of Plant #2, the same forecast runs were used to determine when overall generation would decline to approximately 88 MW gross or 80 MW net. This criterion was used since recent experience showed that Plant #1 is generally capable of achieving 80 MW of net generation when Plant #2 is shutdown and all available steam production is re-directed to Plant #1. The limitation is a result of Plant #1's ability to handle the non-condensable (NCG) load and not necessarily the steam flow.

Results of this evaluation suggested that the possible retirement of Plant #2 would range from June 2027 to March 2031 depending on the response to the various water injection scenarios. Although the results indicate that Plant #2 may be retired as early as two years from now, it should be noted that the numerical model is merely a tool for showing trends under various production and injection scenarios.

Forecasts from the numerical model are usually very conservative when compared to actual history and don't necessarily reflect what will happen. There are several reasons for the difference between actual results and the numerical model forecasts. The numerical model is not capable of accounting for the superheated temperatures of the reservoir and underestimates the recovery of injected water as steam. The model also does not account for the ability to move water injection around the field or change injection rates as needed. Further, the model does not account of the ability to modify plant equipment and make more efficient use of the available steam production.

The Geothermex study was undertaken to confirm the possible impacts of reduced injection and begin developing a plan for the possible retirement of Plant #2. Numerous questions will need to be addressed before there are any serious discussions regarding Plant #2 retirement.

### **E. 2021 Generation Forecast**

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

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

The most recently developed forecast of steam field operations is illustrated in *Figure 12*. This graph shows NCPA's 38-year historical data for both steam production and water injection, and forecasts of production and injection out to year 2045. With the startup of the Effluent Pipeline in September 1997, and with its continuous operation projected thereafter, the average annual mass replacement is approximately 100%. Water injection is capable of continually exceeding steam production in the future and if water injection continues at current levels, a gradual decline in steam production will approach a near-sustainable level of 80% of the mass of water injected.

The total amount of steam capable of being produced by NCPA through year 2045 is currently estimated at 289 billion pounds. Remaining net generation reserves are estimated to be 14,716 GWhr. *Figures 14* and *15* respectively show the projected net generation capacity and total net generation amount for 2020 through 2045. *Table 5* details the annual gross and net generation. A more detailed monthly five year forecast can be found in *Table 6*.

In 2021, it is estimated that the Geo Facilities will generate 726.6 GWhrs net. Respective gross and net generation capacity for the year are projected to be 93 MW gross and 82.9 MW net. For FY 2022, the net generation amount is projected to be 724.8 GWhrs.

## **SUMMARY**

### **Steam Field Operations**

- The NCPA lease produced 15.18 Glbs steam while injecting 6.9 Glbs of water resulting in an average mass replacement of 46% for the year.
- The average gross generation level for 2020 was 94.9 MW gross while the net generation level was 84.1 MW net.
- The average water injection decreased from 3,103 gpm in 2019 to 1,589 gpm in 2020.

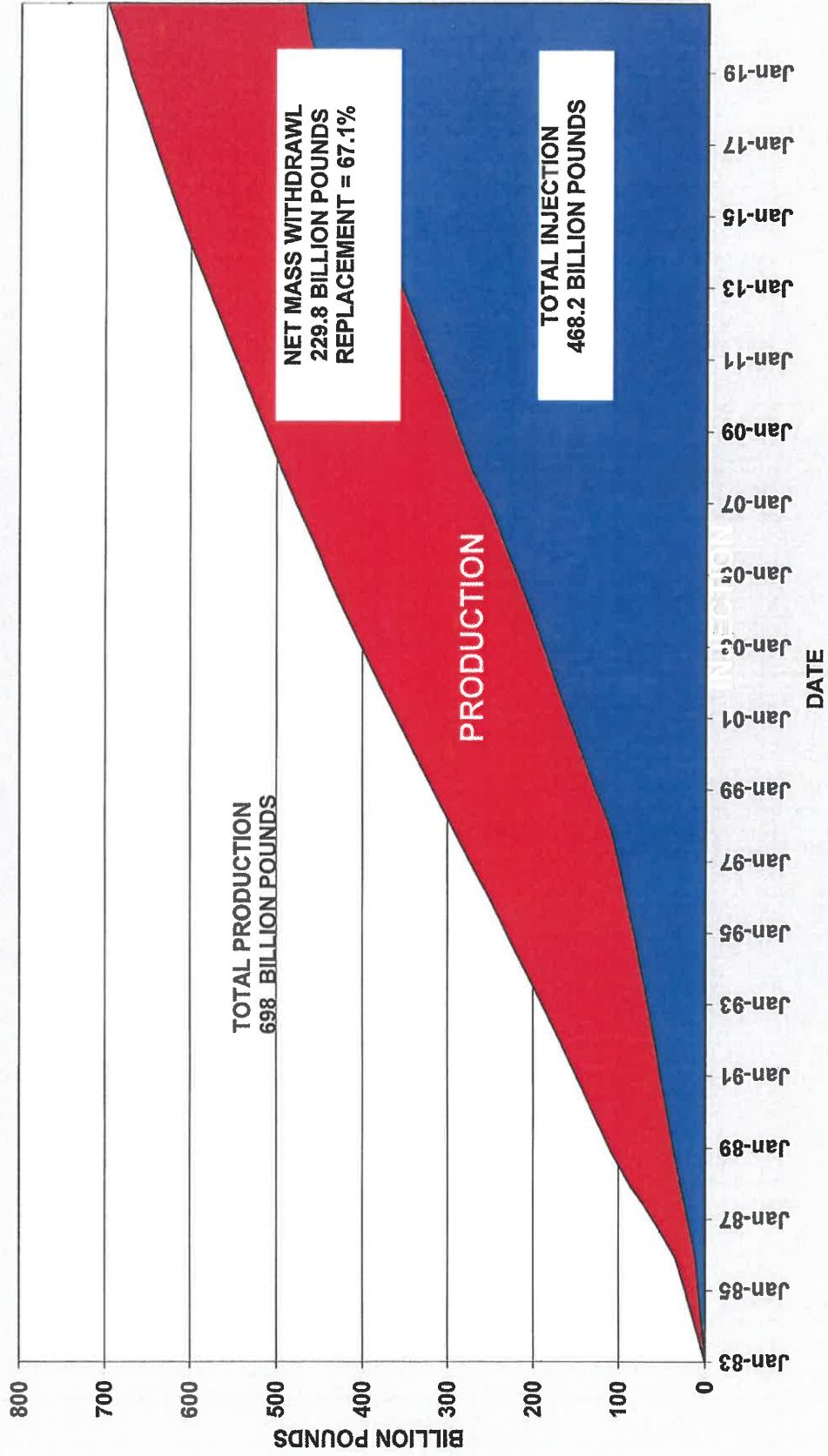
### **2020 Reservoir Performance Review**

- Average shut-in wellhead pressure for the NCPA lease was 73 psig. The average well produces 28.7 kph at 43.2 psig.
- The steam field deliverability was 1,780 klbs/hr in 2020. The projected 2021 deliverability is 1,626 klbs/hr. The projected harmonic decline rate going forward is 1.9%.

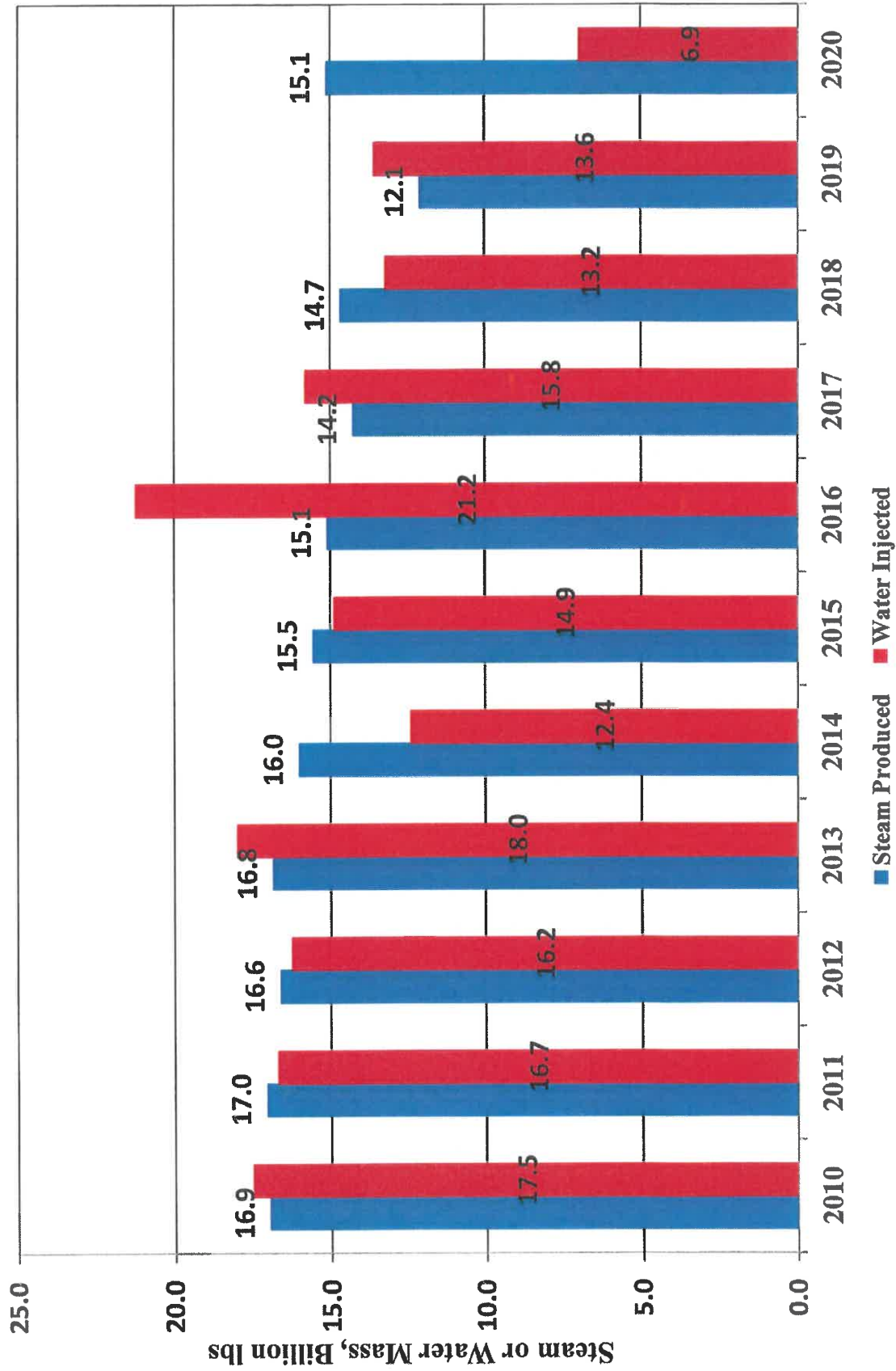
### **2020 Generation Review, Numerical Modeling and 2021 Generation Forecast**

- Net generation for 2020 was 739 GWhrs. For FY 2021, net generation is projected to be 743.6 GWhrs.
- Numerical modeling results indicated:
  - Reduced water injection is warranted since the reservoir may have become saturated resulting in a less efficient generation of secondary steam.
  - The optimal injection rate would be to eliminate all effluent (SEGEP) injection and inject only steam condensate recovered from the plants.
  - The reduction in water injection should be gradual to confirm the reservoir responses to reduced injection.
  - The possible retirement of Plant #2 ranges from June 2027 to March 2031. This assumes the steam supply continues to decline to a net generation level of 80 MW net and is dependent upon steam field responses to reduced water injection.
  - Model results are considered to be very conservative and don't necessarily reflect actual operating experience.
- The generation forecast covers the period from 2020-2045. Recoverable steam reserves are 289 billion pounds with the total amount of remaining net generation estimated at 14,716 GWhr.
- The gross generation capacity for 2021 is expected to be 93 MW or 82.9 MW net.
- The net generation forecast for year 2021 is 726.6 GWhr net. For FY 2022, the net generation amount is projected to be 724.8 GWhrs.

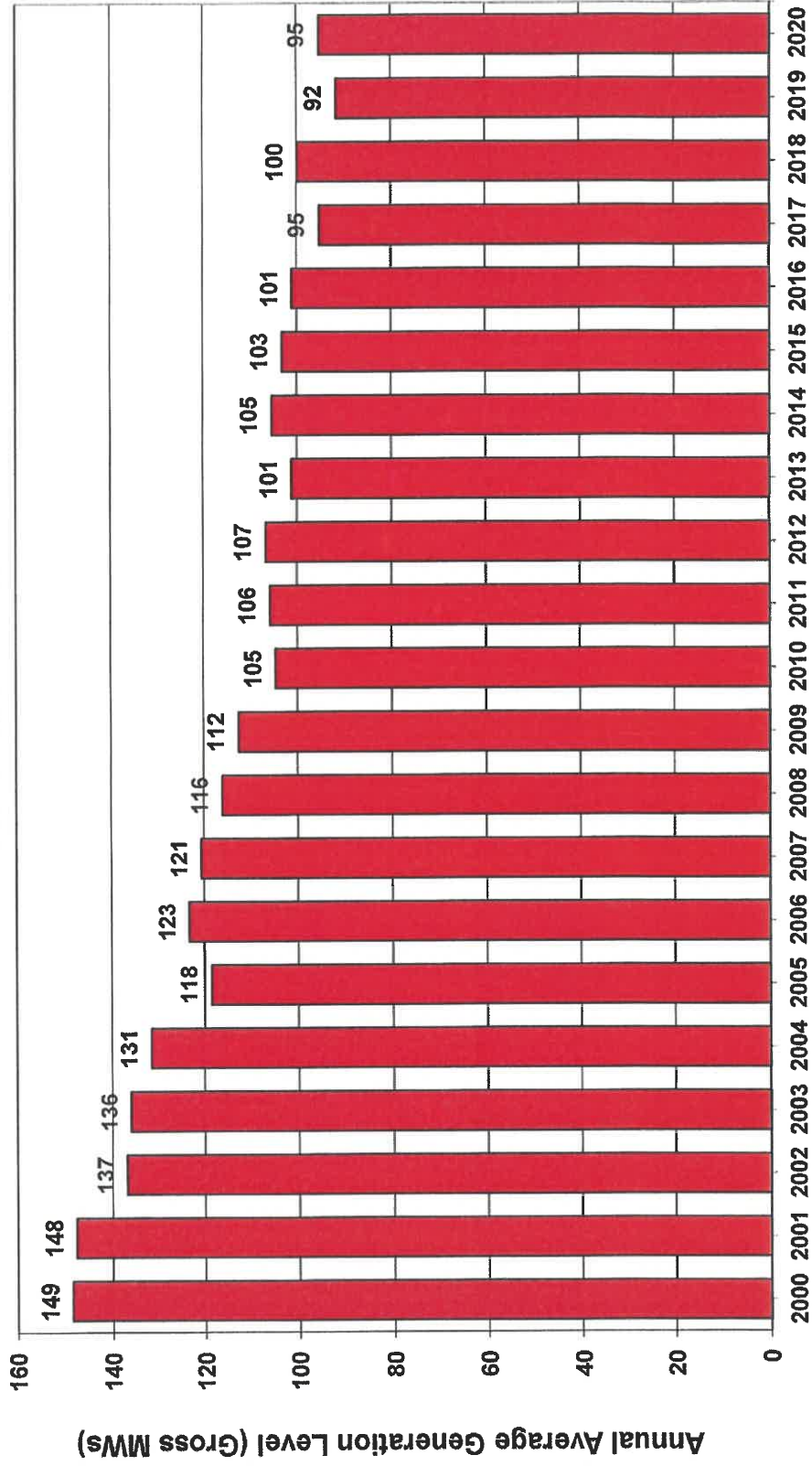
**FIGURE 1**  
**NCPA STEAMFIELD**  
**CUMULATIVE PRODUCTION AND INJECTION**



**Historical NCPA Production and Injection Levels**  
**Figure 2**



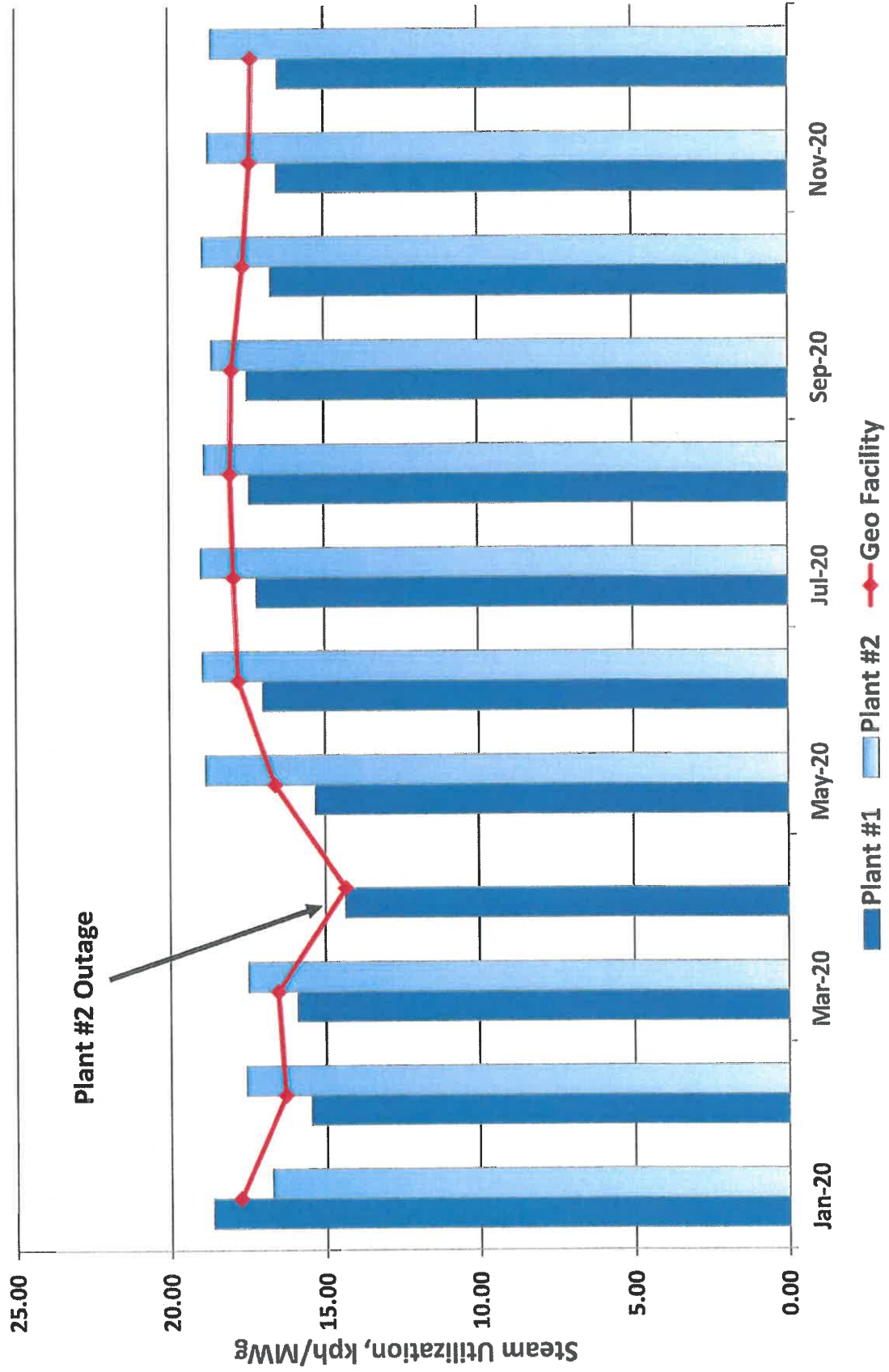
**Figure 3. Historical Power Generation Levels  
NCPA Geo Facilities**



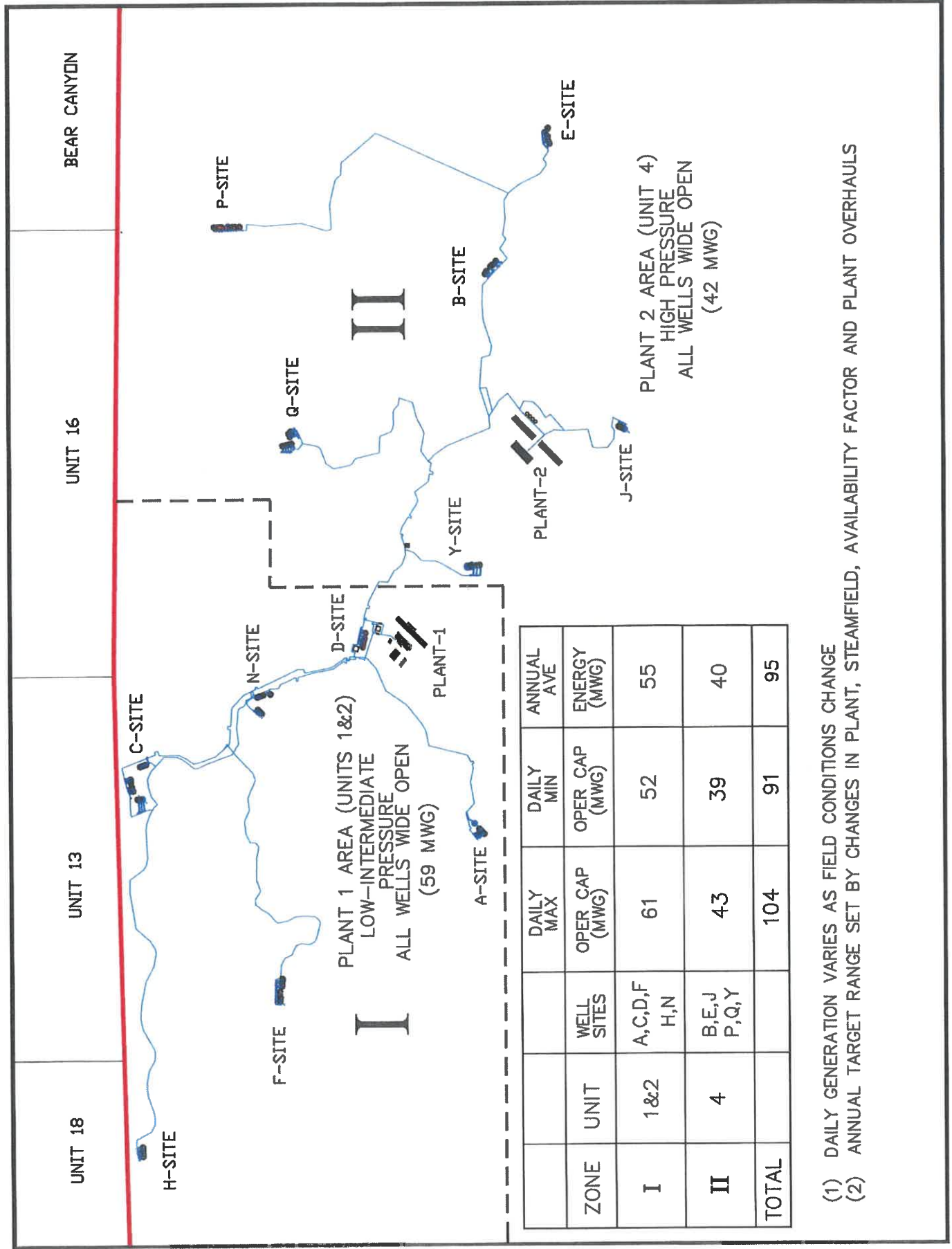
\*Generation levels include downtime for unit outages and overhauls

# 2020 Gross Steam Utilization

## Figure 4



# Figure 5. GEOTHERMAL OPERATIONAL PLAN 2021

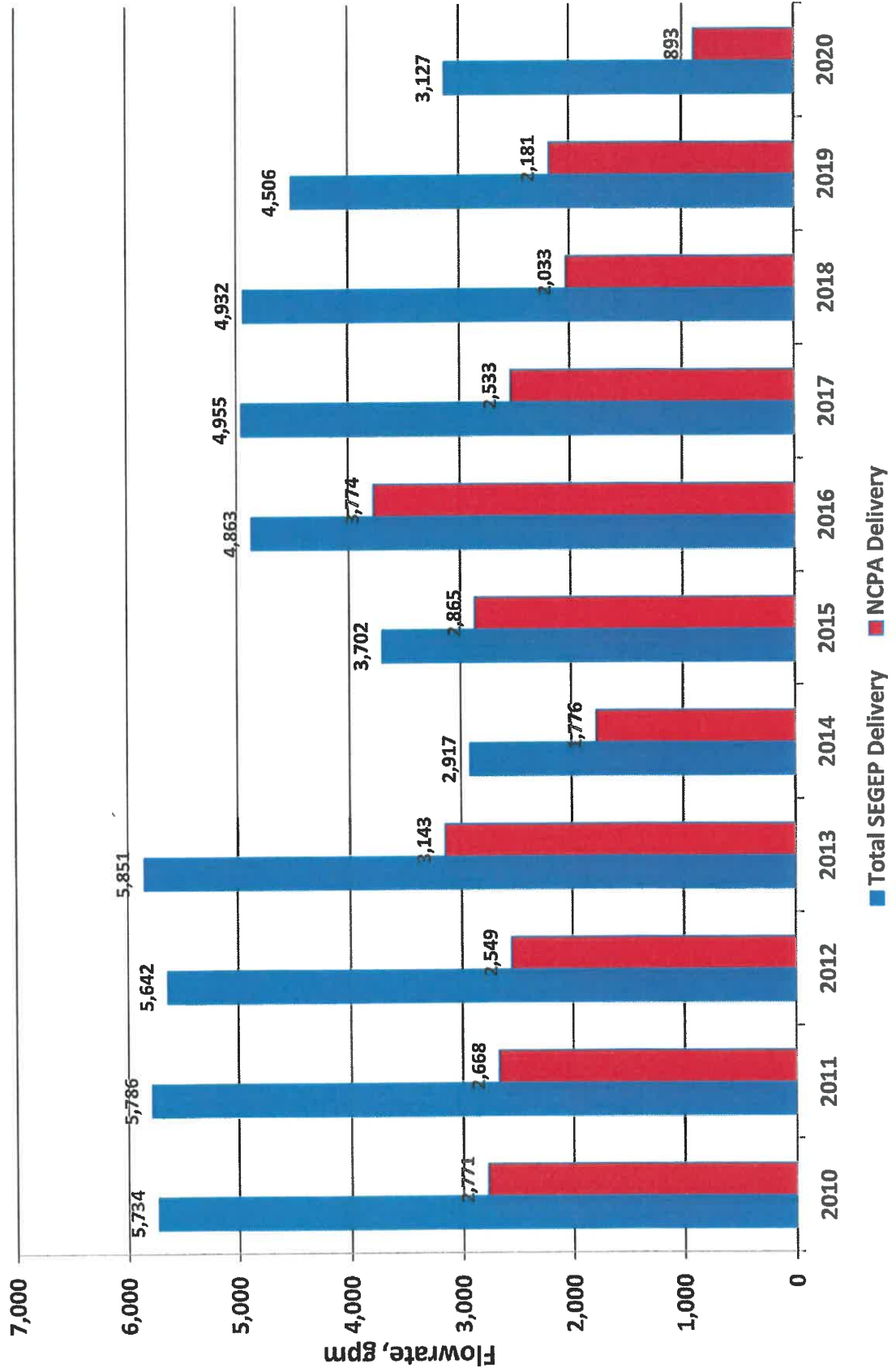


(1) DAILY GENERATION VARIES AS FIELD CONDITIONS CHANGE

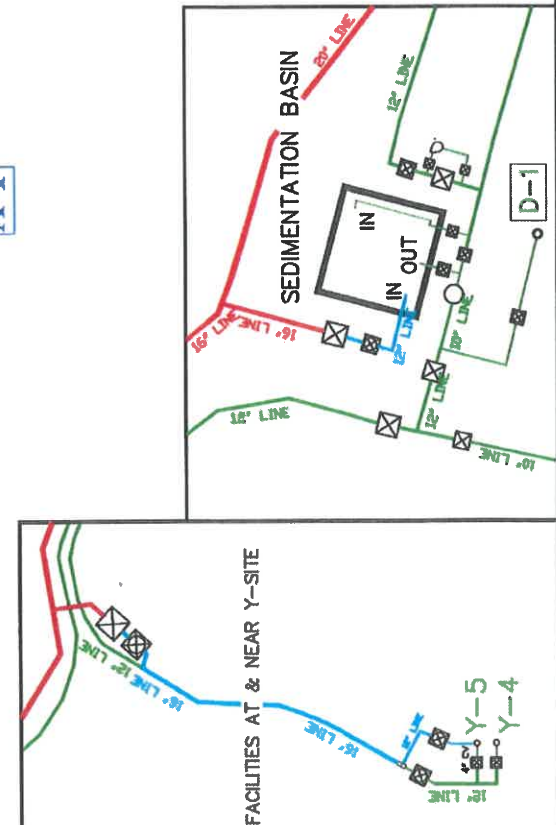
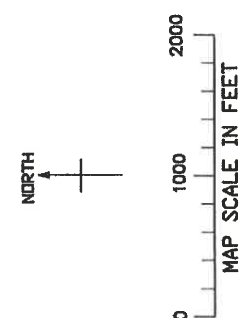
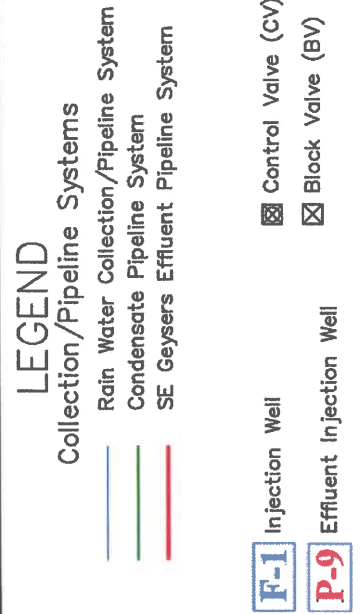
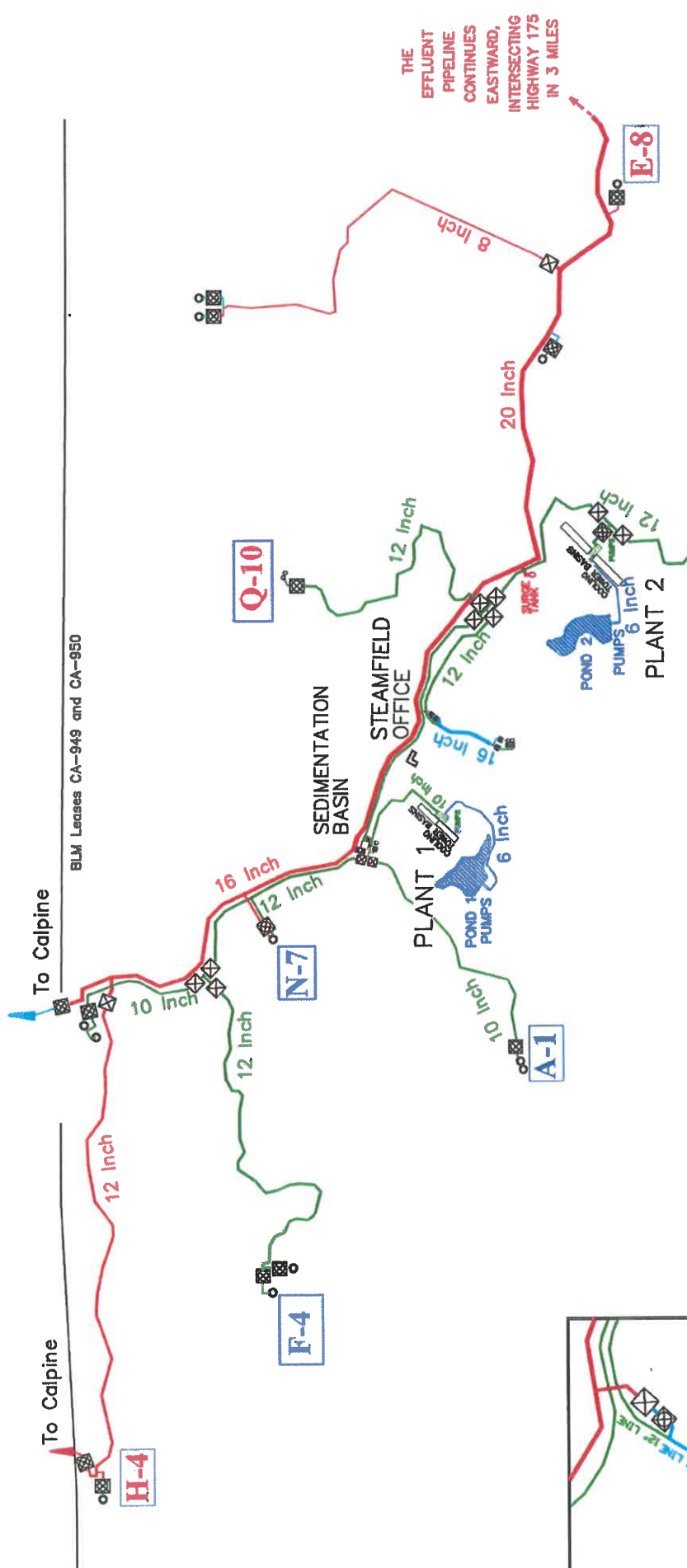
(2) ANNUAL TARGET RANGE SET BY CHANGES IN PLANT, STEAMFIELD, AVAILABILITY FACTOR AND PLANT OVERHAULS



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



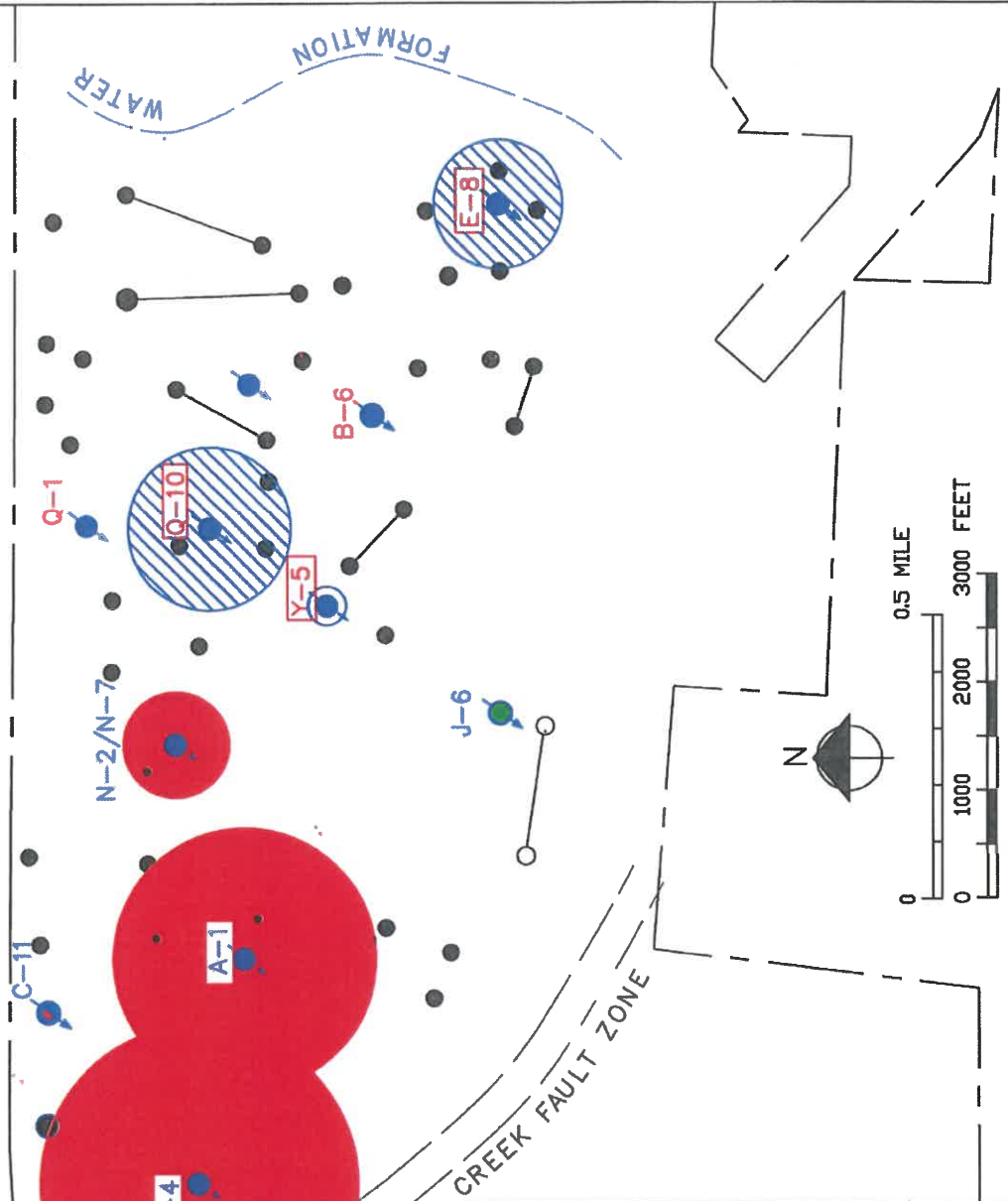
# FIGURE 7 MODIFIED PLAN OF INJECTION



**FIGURE 8**  
**NCPA STEAM FIELD**  
**RELATIVE DISTRIBUTION OF INJECTED WATERS**  
**DURING 2020**

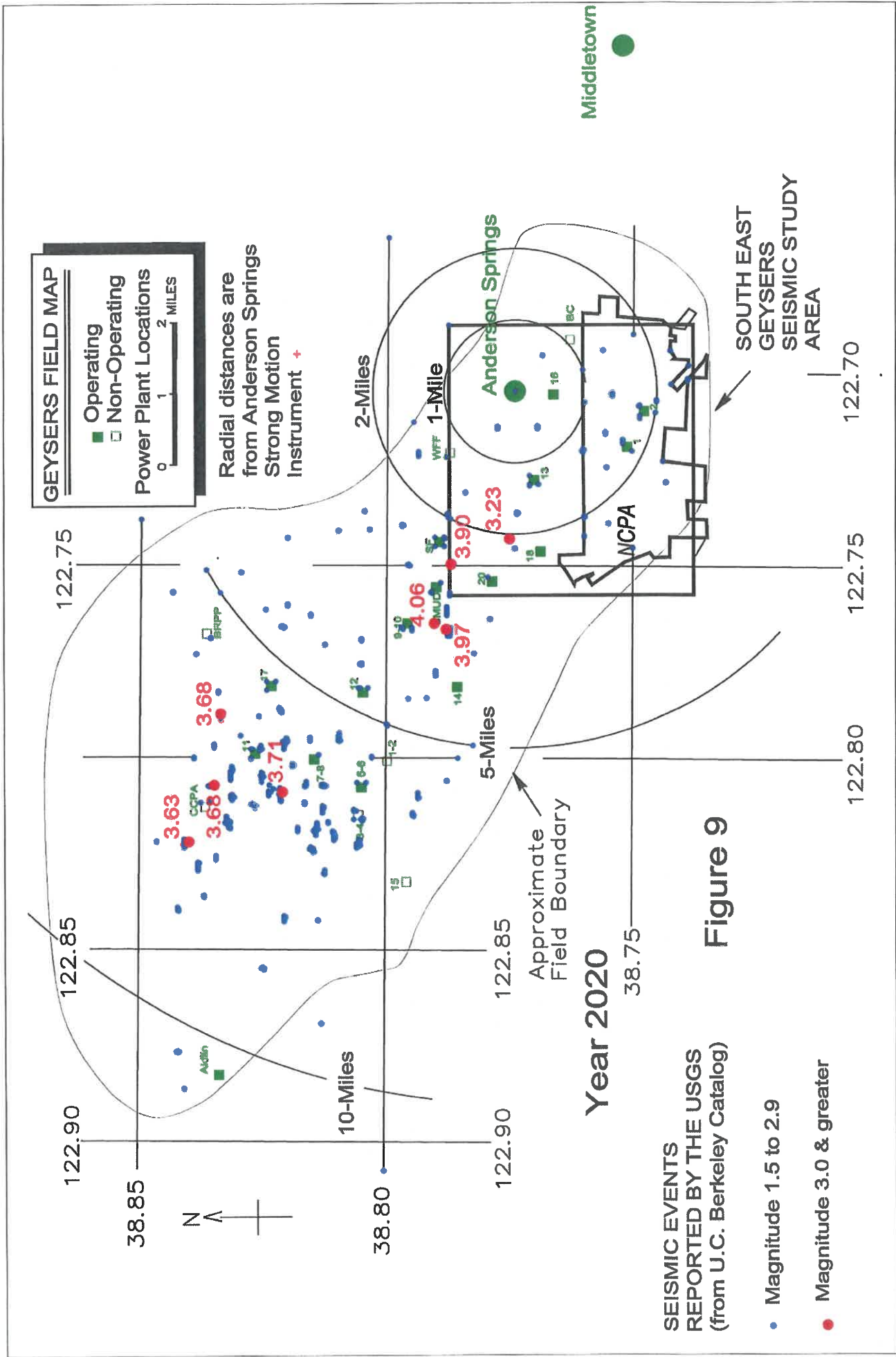
CALPINE

CALPINE



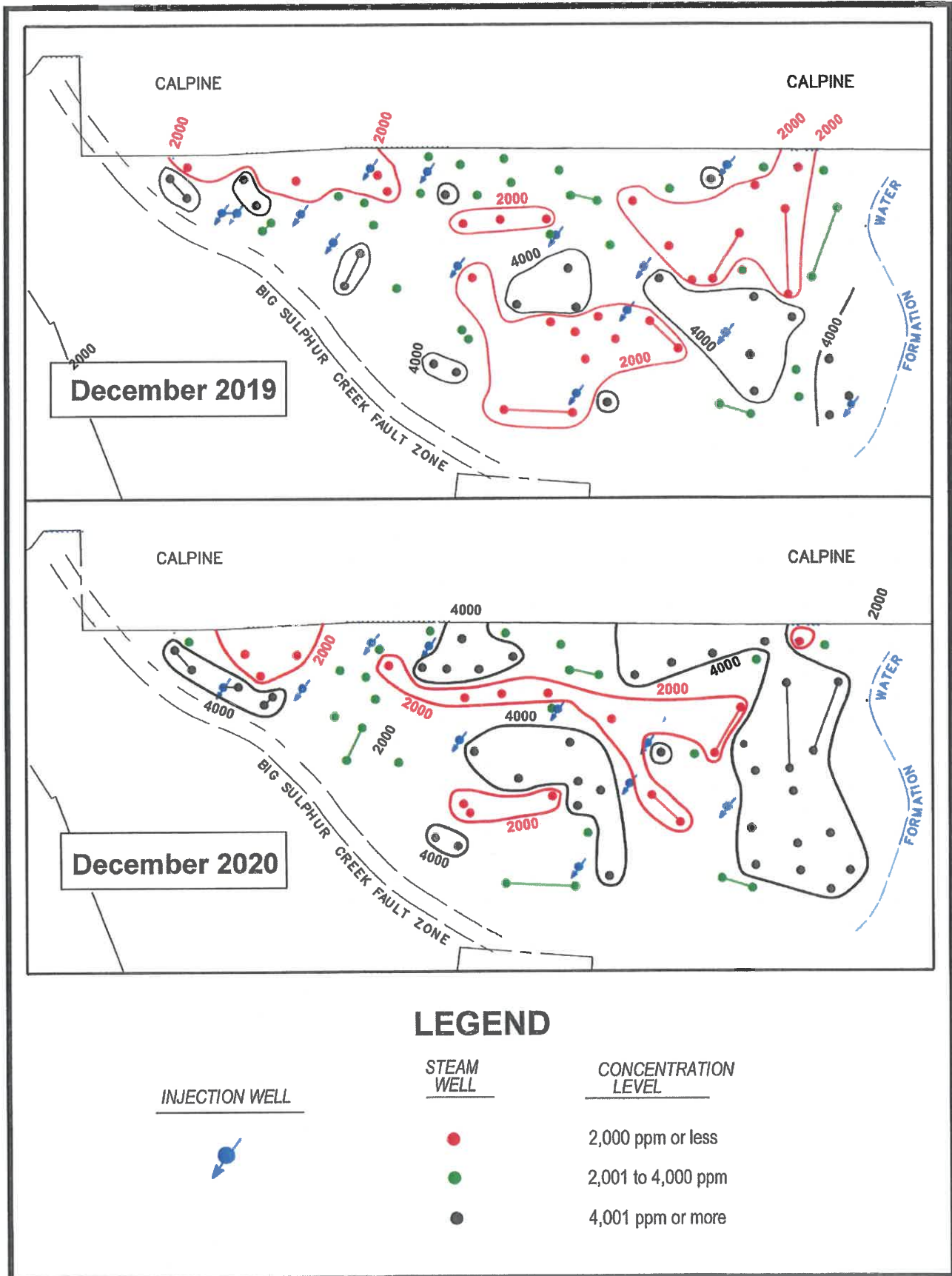
**LEGEND**

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

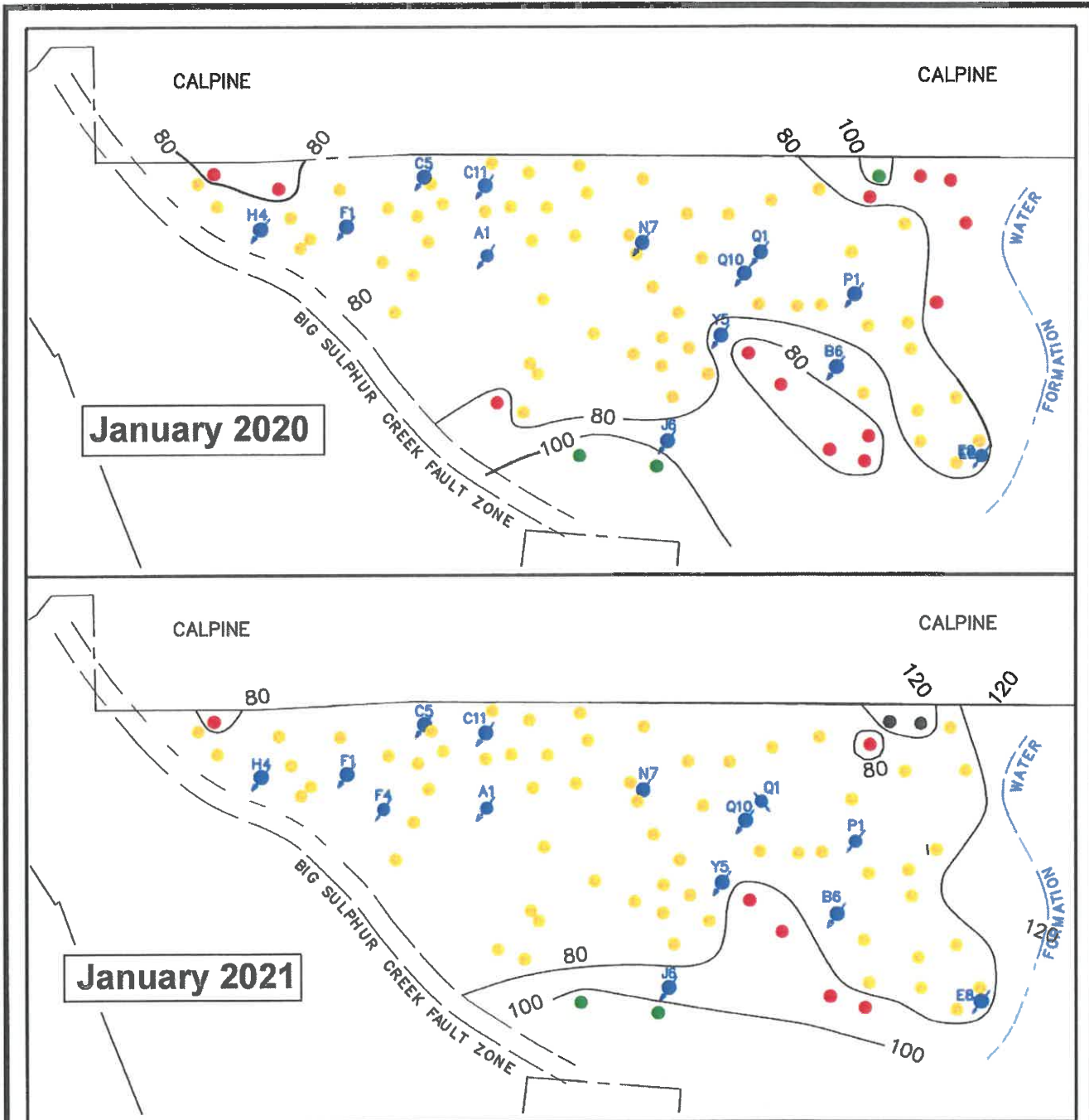


**Figure 9**

**FIGURE 10  
NONCONDENSABLE GAS CONCENTRATIONS  
IN NCPA STEAM (ppm)**



**FIGURE 11**  
**NCPA STEAM FIELD RESERVOIR PRESSURE**

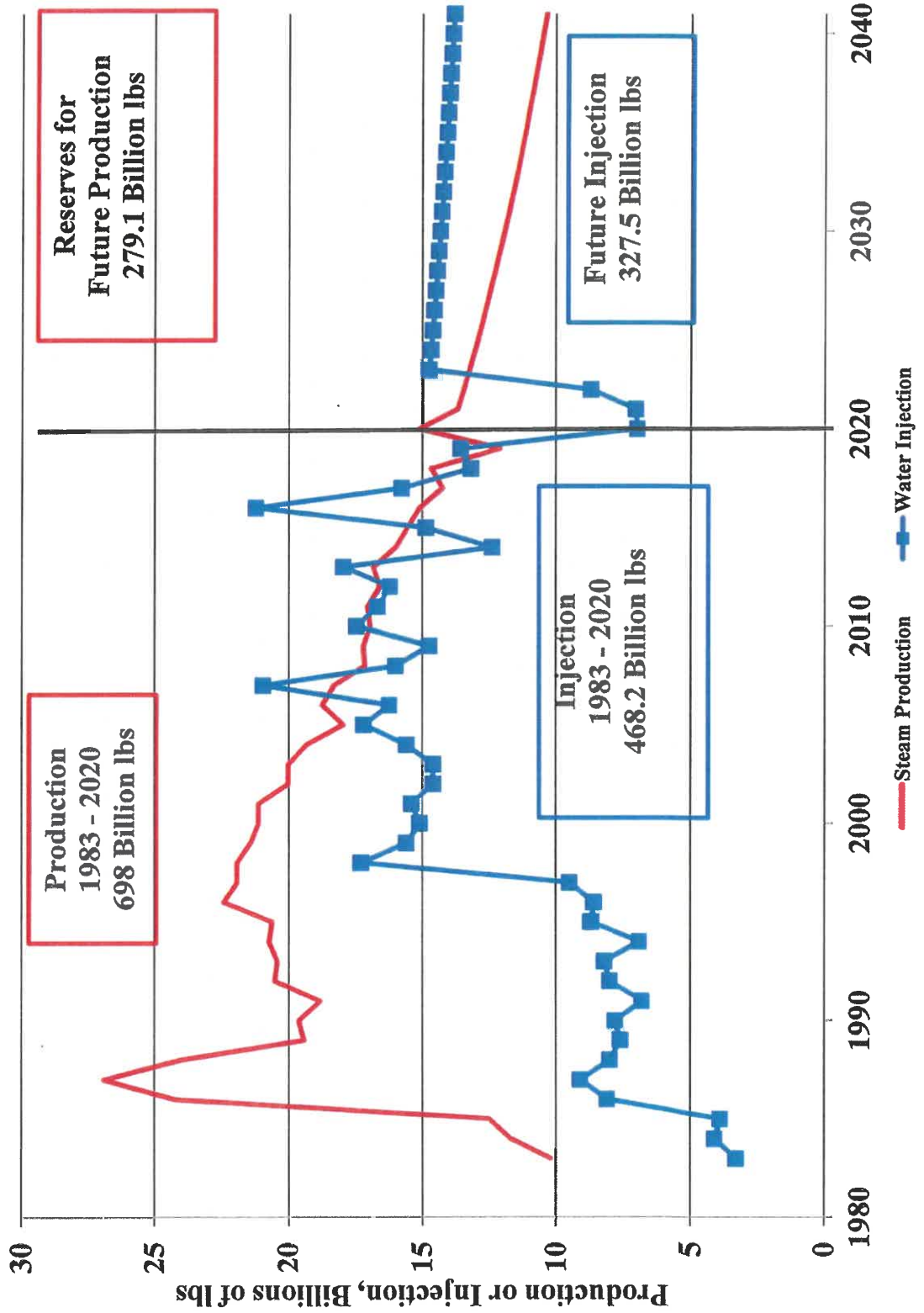


**LEGEND**

<u>ISOBARIC CONTOUR</u>	<u>AREA</u>	<u>STEAM WELL LOCATION</u>	<u>RESERVOIR PRESSURE (PSIG)</u>
	LOW	●	< 80
	MEDIUM LOW	●	80 - 100
	MEDIUM HIGH	●	101 - 120
	HIGH	●	> 120

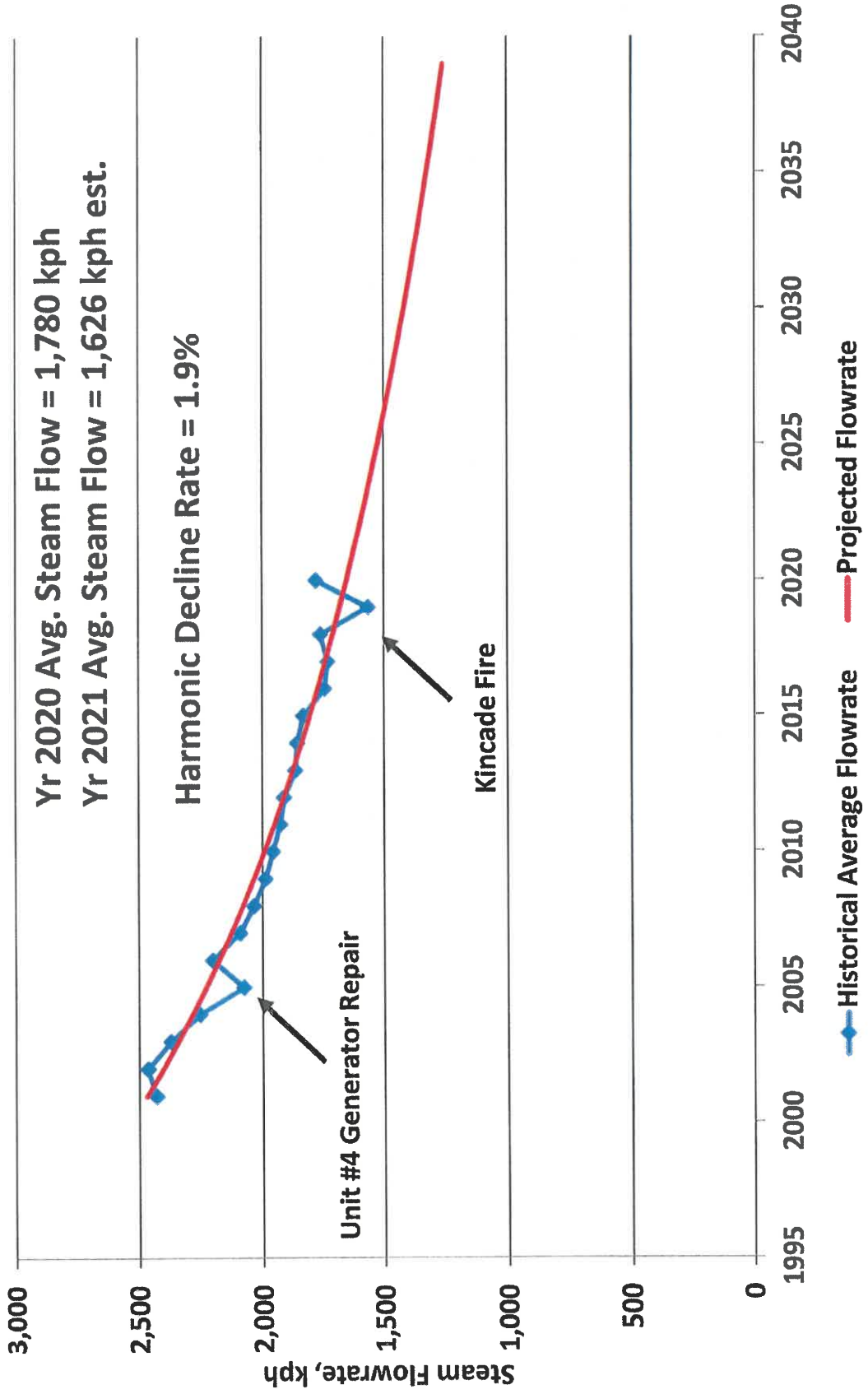
# Historical and Forecast Steam Production & Water Injection

Figure 12



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

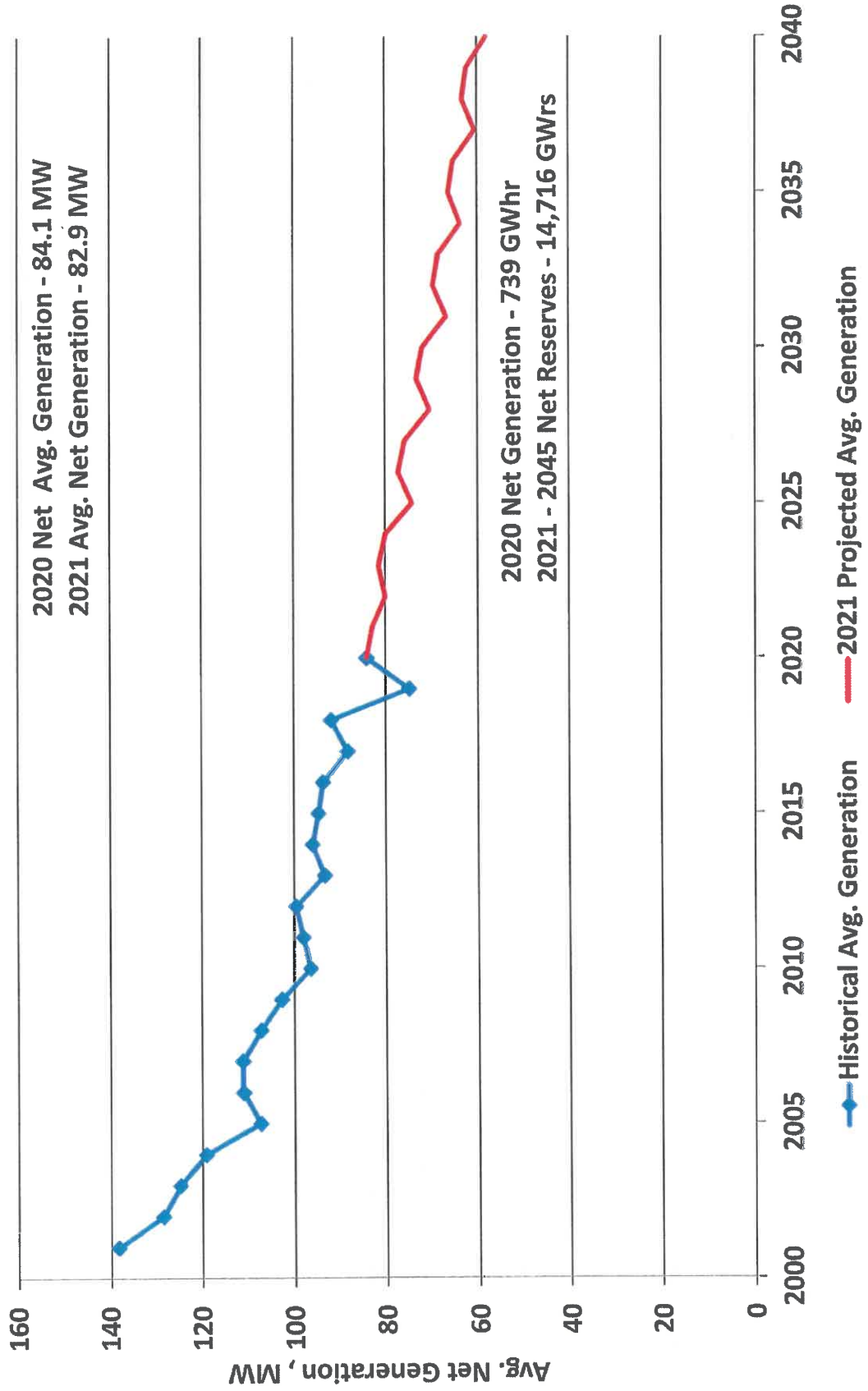
Figure 13





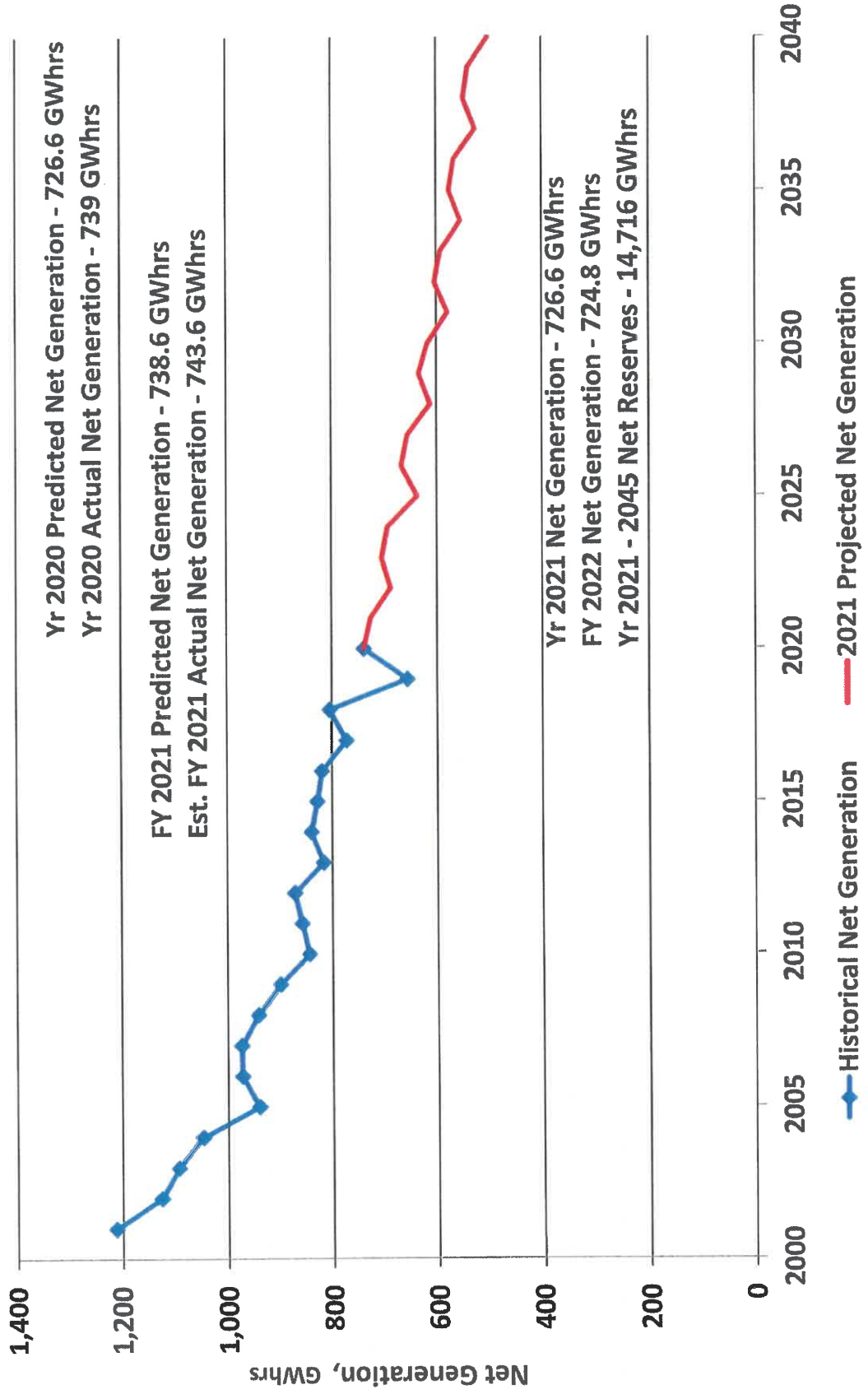
## Historical and Projected Average Net Generation Level Combined NCPA Plants #1 & #2

Figure 14



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

Figure 15



**Table 1. ANNUAL REPORT OF NCPA INJECTION AT THE GEYSERS STEAM FIELD**  
for Year 2020 (in 1000 Gallons)

Well	for Year 2020 (in 1000 Gallons)												Well Total		
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20		Condensate <sup>(1)</sup>	Effluent <sup>(2)</sup>
Condensate	14,352	10,313	23,277	11,288	18,433	5,088	10,165	6,159	8,265	13,815	16,421	7,497	145,074	85,558	230,631
Effluent	7,765	2,840	4,740	3,074	10,668	2,365	16,918	11,580	11,243	9,435	4,615	315	-	-	-
<b>B-6</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>C-5</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>C-11</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>E-8</b>	14,483	12,544	-	7,786	9,238	-	-	815	537	-	2,175	8,030	-	55,608	55,608
<b>F-1</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>F-4</b>	21,238	23,241	30,971	24,576	20,709	7,891	12,810	15,640	11,896	9,150	23,290	28,601	230,013	107,708	337,721
<b>H-1</b>	7,990	3,957	4,760	6,120	12,064	3,735	20,573	18,343	13,166	9,928	6,190	882	-	-	-
<b>H-4</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>H-4</b>	14,799	9,203	14,284	13,228	6,670	12,435	7,809	5,675	-	430	286	-	-	84,819	84,819
<b>J-6</b>	-	-	-	0	-	-	-	-	-	-	-	-	-	-	-
<b>N-2</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>N-7</b>	275	111	255	-	130	-	-	-	-	-	5,671	13,515	19,957	17,598	37,555
<b>P-1</b>	1,808	3,557	196	17	2,702	-	-	311	6,711	468	1,446	382	-	-	-
<b>P-9</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Q-10</b>	6,933	11,758	6,349	2,506	5,843	1,444	12,821	10,587	10,381	4,722	15,209	198	-	88,750	88,750
<b>Q-3</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Q-4</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Q-7</b>	-	-	-	-	-	-	-	-	-	-	-	-	0	-	-
<b>Q-1</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Y-5</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Totals</b>	89,643	77,524	84,832	68,595	86,457	32,958	81,097	69,109	62,199	47,948	75,303	59,420	395,044	440,041	835,085
	During each month the % of Effluent Pipeline water that was fresh water withdrawn from Clear Lake:														
	35.3%	0.0%	3.6%	44.4%	43.7%	45.2%	34.4%	42.8%	32.8%	28%	50.1%	1.9%	0.0%		

Notes: 1. "Effluent" (pipeline) volumes are water from Clear Lake together with LACOSAN and Clearlake Oaks treated wastewater.  
2. The 9 Bold well names in *Italics* are located in Lake County (Central Valley Region), the 10 others are in Sonoma County (North Coast Region).

**TABLE 2. GEOTHERMAL FACILITIES**  
Summary Table

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
<b>Generation (gross)</b>										
(MWh)	926,368	936,868	886,004	922,995	903,299	887,299	833,211	874,403	711,902	833,866
(MW)	105.7	106.7	101.1	105.4	103.1	101.0	95.1	99.8	81.3	94.9
<b>Generation (net)</b>										
(MWh)	858,747	872,422	816,824	862,842	837,379	819,149	772,398	804,425	655,798	739,049
(MW)	98.0	99.3	93.2	98.5	95.6	93.3	88.2	91.8	74.9	84.1
<b>Protocol</b>										
(MW gross)	108	108	108	107	107	107	105	105	102	101
<b>Steam Conversion</b>										
(Lbs / Kw)	18.39	17.72	18.99	17.33	17.20	17.00	17.10	16.76	16.97	18.12
<b>Steam Delivered</b>										
(Billion Lbs)	17.0	16.597051	16.83	16.00	15.54	15.08	14.24	14.65	12.08	15.11
<b>Load Flexibility (gross)</b>										
Monthly High (MW)	109	110	109	110	110	110	103	105	110	107
Monthly Low (MW)	106	105	82	104	104	103	77	83	68	67
<b>Injection</b>										
Total (Billion Lbs)	16.66	16.22	17.96	12.39	14.86	21.21	15.78	13.19	13.57	6.95
Condensate (Billion Lbs)	4.79	5.00	4.21	4.62	4.20	4.94	4.64	4.36	3.86	3.29
Effluent (Billion Lbs)	11.82	11.18	13.75	7.77	12.50	16.27	11.13	8.83	9.71	3.67
<b>Mass Replacement</b>										
Annual (%)	97.8%	97.7%	106.7%	77.5%	95.6%	140.6%	110.8%	90.0%	112.3%	46.0%
Cumulative (%)	59.8%	60.9%	62.2%	62.6%	63.4%	65.2%	66.2%	66.7%	67.5%	67.1%
<b>Wells Used For Injection</b>										
	15	15	13	12	13	11	10	10	8	6
<b>NCPA Micro-seismic Activity, M&gt;= 1.5</b>										
	73	81	68	58	50	64	66	57	51	55
<b>NCPA Micro-seismic Activity Maximum Magnitude Event</b>										
	3.3	2.91	3.76	4.38	2.99	3.37	2.92	3.09	2.84	2.86
<b>NGC Concentration (ppmw)</b>										
	2,950	3,097	3,248	3,069	3,176	3,376	3,108	3,190	3,096	4,102

**Table 3  
RESERVOIR PRESSURE  
BY WELL 2021**

WELL	PRESS	WELL	PRESS	WELL	PRESS	WELL	PRESS
A-3	72.6	D-1	68.8	H-1	74.2	P-1	
A-4	67.7	D-2	66.4	H-2	87.9	P-2	101.5
A-5	71.0	D-6	76.0	H-3	74.2	P-4	74.9
A-6	76.1	D-7	67.2	H-4	62.6	P-5	137.5
A-SITE	71.9	D-8	67.8	H-5	69.2	P-6	
		D-SITE	69.2	H-SITE	73.6	P-7	73.3
						P-8	70.5
B-2	75.3	E-1	73.5	J-2	74.4	P-SITE	96.8
B-3	76.6	E-2	73.3	J-3	87.6		
B-4	73.8	E-3	79.3	J-4	90.8	Q-1	
B-5	70.0	E-4	70.1	J-5	101.3	Q-3	67.9
B-6		E-5	74.7	J-SITE	88.5	Q-4	71.4
B-SITE	73.9	E-6	74.5			Q-5	72.9
		E-8				Q-6	68.3
		E-SITE	74.2			Q-7	73.5
				N-1	64.0	Q-8	72.7
C-1	65.5	F-1	66.4	N-2		Q-9	80.0
C-2	65.4	F-2	72.9	N-3	68.3	Q-SITE	72.4
C-4	66.4	F-3	68.7	N-4	66.2		
C-5	61.4	F-4		N-5	61.0	Y-1	67.5
C-6	65.5	F-5	75.0	N-6		Y-2	62.9
C-7	65.3	F-6	67.9	N-SITE	66.2	Y-3	58.2
C-8	67.8	F-7	67.3			Y-4	
C-9		F-SITE	69.7			Y-5	
C-10	67.0					Y-SITE	62.9
C-SITE	65.5						

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

60 WELLS TESTED	AVE. WELL PRESS EQUALS	73.0 psig
	AVE SITE PRESS EQUALS	73.7 psig
	AVE. FLOWRATE =	28.7 kph at 43.2 psig

**TABLE 4 NCG CONCENTRATIONS (PPMW) 2020  
BY WELL, AND SITE AND PROJECT**

WELL	NCG	WELL	NCG	WELL	NCG	WELL	NCG
A-3	7687	D-1	4777	H-1	1650	P-1	
A-4	3443	D-2	2721	H-2	3456	P-2	5438
A-5	2328	D-6	1781	H-3	5579	P-4	1763
A-6	1895	D-7	7241	H-4		P-5	1194
<b>A-SITE</b>	<b>3838</b>	D-8	3899	H-5	4027	P-6	3187
		<b>D-SITE</b>	<b>1805</b>	<b>H-SITE</b>	<b>3678</b>	P-7	14937
B-2	7750					P-8	6548
B-3	5662	E-1	13102	J-2	5122	P-9	
B-4	4460	E-2	9146	J-3	1344	<b>P-SITE</b>	<b>5511</b>
B-5	3425	E-3	5142	J-4	3274		
B-6		E-4	9686	J-5	3654	Q-1	
<b>B-SITE</b>	<b>5324</b>	E-5		<b>J-SITE</b>	<b>3348</b>	Q-3	5718
		E-6	10821			Q-4	1556
C-1	2994	<b>E-SITE</b>	<b>9579</b>	N-1	1831	Q-5	2415
C-2	4746			N-2	1415	Q-6	2461
C-4	3876	F-1	1032	N-3	5443	Q-7	42711
C-5	12580	F-2	1634	N-4	892	Q-8	4829
C-6	8244	F-3	3428	N-5	4270	Q-9	3048
C-7	5873	F-4		N-6	3165	Q-A	
C-8	2896	F-5	580	<b>N-SITE</b>	<b>2836</b>	<b>Q-SITE</b>	<b>8963</b>
C-9		F-6	1795			Y-1	1964
C-A	2552	F-7	2576			Y-2	4858
<b>C-SITE</b>	<b>5470</b>	<b>F-SITE</b>	<b>1841</b>			Y-3	5348
						Y-4	5339
						Y-5	4911
						<b>Y-SITE</b>	<b>4377</b>
<b>VALUES ARE FROM NCPA CHEM LAB ANALYSIS</b>							
Number of wells samples wells sampled=						64	
AVG. WELL NCG =						5049	
AVG. SITE NCG =						4714	
NCG Flow Weighted Avg. =						4102	

**2021 Generation - 25 Year Forecast**  
**Table 5**

Year	Total Geo Facilities		Plant #1		Plant #2	
	Gross	Net	Gross	Net	Gross	Net
	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr
2021	804.8	726.6	460.8	408.2	344.0	318.3
2022	772.5	687.4	466.0	401.2	306.5	286.3
2023	791.7	704.5	459.9	395.1	331.8	309.4
2024	780.9	693.4	455.2	390.2	325.7	303.2
2025	723.2	636.5	412.2	347.3	311.0	289.1
2026	754.1	666.9	442.5	377.6	311.7	289.3
2027	742.4	655.2	436.9	372.1	305.5	283.1
2028	697.3	611.6	432.7	367.7	264.6	243.9
2029	720.0	632.8	426.2	361.4	293.8	271.4
2030	703.0	616.2	421.0	356.2	282.0	260.1
2031	665.6	578.4	382.6	317.7	283.0	260.6
2032	690.9	603.4	412.1	347.1	278.7	256.2
2033	679.2	592.0	406.2	341.4	273.0	250.6
2034	637.7	552.2	401.4	336.6	236.3	215.6
2035	662.7	575.3	396.8	332.0	265.9	243.3
2036	653.3	565.8	393.3	328.3	260.0	237.5
2037	611.6	524.4	356.7	291.9	255.0	232.6
2038	634.3	547.1	383.5	318.7	250.8	228.4
2039	626.0	538.8	379.2	314.4	246.8	224.4
2040	585.2	500.4	375.0	310.2	210.2	190.3
2041	611.8	524.3	371.9	306.9	239.8	217.3
2042	602.4	515.2	366.9	302.1	235.5	213.1
2043	565.8	478.6	333.9	269.0	231.9	209.5
2044	587.6	500.4	359.1	294.3	228.5	206.1
2045	575.5	488.8	355.3	290.5	220.2	198.3

Notes:

1. Assumes 3 unit operation.
2. Steam Reserves:           289.0 Billion lb.
3. Gross Reserves:         16,879 GWhr
4. Net Reserves:            14,716 GWhr
5. Plant #1 Auxiliary Load is fixed at 7.5 MW.  
Plant #2 Auxiliary Load is fixed at 2.58 MW.
6. See Table 5B for scheduled outages.

**2021 Generation Capacity - 25 Year Forecast  
Table 5A**

Year	Plant #1		Plant #2		Total	
	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net
	Gen.	Gen.	Gen.	Gen.	Gen.	Gen.
	MW	MW	MW	MW	MW	MW
2021	53.8	46.3	39.2	36.6	93.0	82.9
2022	53.9	46.4	36.0	33.6	89.9	80.0
2023	53.2	45.7	38.4	35.8	91.6	81.5
2024	52.5	45.0	37.6	35.0	90.1	80.0
2025	47.5	40.0	36.8	34.2	84.3	74.2
2026	51.2	43.7	36.1	33.5	87.2	77.2
2027	50.5	43.0	35.3	32.8	85.9	75.8
2028	49.9	42.4	30.3	27.9	80.2	70.3
2029	49.3	41.8	34.0	31.4	83.3	73.2
2030	48.7	41.2	33.4	30.8	82.1	72.0
2031	44.1	36.6	32.7	30.2	76.9	66.8
2032	47.5	40.0	32.2	29.6	79.7	69.6
2033	47.0	39.5	31.6	29.0	78.6	68.5
2034	46.4	38.9	27.1	24.8	73.6	63.7
2035	45.9	38.4	30.5	27.9	76.4	66.3
2036	45.4	37.9	30.0	27.4	75.4	65.3
2037	41.1	33.6	29.5	26.9	70.6	60.5
2038	44.4	36.9	29.0	26.4	73.4	63.3
2039	43.9	36.4	28.6	26.0	72.4	62.3
2040	43.4	35.9	24.6	22.2	68.0	58.1
2041	42.9	35.4	27.7	25.1	70.6	60.5
2042	42.4	34.9	27.2	24.7	69.7	59.6
2043	38.5	31.0	26.8	24.2	65.3	55.2
2044	41.5	34.0	26.4	23.8	68.0	57.9
2045	41.1	33.6	26.0	23.5	67.2	57.1

\* Average generation levels plants are capable of achieving.



**2021 Scheduled Outages - 25 Year Forecast  
Table 5B**

Year	Plant #1		Plant #2
	Unit 1 Scheduled Outages hrs	Unit 2 Scheduled Outages hrs	Unit 4 Scheduled Outages hrs
2021	115	115	120
2022	72	72	1008
2023	72	72	72
2024	72	72	72
2025	672	672	72
2026	72	72	72
2027	72	72	72
2028	72	72	1008
2029	72	72	72
2030	72	72	72
2031	672	672	72
2032	72	72	72
2033	72	72	72
2034	72	72	1008
2035	72	72	72
2036	72	72	72
2037	672	672	72
2038	72	72	72
2039	72	72	72
2040	72	72	1008
2041	72	72	72
2042	72	72	72
2043	672	672	72
2044	72	72	72
2045	72	72	72

2021 Generation - 5 Year Forecast

Table 6

Date	Total Geo Facilities		Plant #1		Plant #2	
	Gross	Net	Gross	Net	Gross	Net
	Generation	Generation	Generation	Generation	Generation	Generation
	GWHR	GWHR	GWHR	GWHR	GWHR	GWHR
Jan-21	70.3	65.4	46.7	43.3	23.6	22.1
Feb-21	67.9	62.6	42.5	38.6	25.4	24.0
Mar-21	69.3	64.4	34.3	31.3	35.0	33.1
Apr-21	62.0	68.8	31.0	39.6	31.0	29.2
May-21	52.9	34.5	27.9	15.3	25.0	19.2
Jun-21	67.9	60.7	39.2	33.8	28.8	26.9
Jul-21	70.1	62.6	40.4	34.9	29.7	27.7
Aug-21	70.0	62.5	40.4	34.8	29.6	27.7
Sep-21	67.6	60.4	39.0	33.7	28.6	26.7
Oct-21	69.8	62.3	40.3	34.7	29.5	27.6
Nov-21	67.4	60.2	38.9	33.6	28.5	26.6
Dec-21	69.6	62.1	40.2	34.6	29.4	27.5
Jan-22	69.5	62.0	40.2	34.6	29.3	27.4
Feb-22	62.7	55.9	36.2	31.2	26.4	24.7
Mar-22	66.5	59.2	40.1	34.5	26.4	24.7
Apr-22	63.1	56.4	34.8	30.0	28.2	26.4
May-22	69.1	61.6	40.0	34.4	29.1	27.2
Jun-22	66.8	59.5	38.6	33.3	28.1	26.3
Jul-22	68.9	61.4	39.9	34.3	29.0	27.1
Aug-22	68.8	61.3	39.8	34.3	29.0	27.0
Sep-22	66.5	59.3	38.5	33.1	28.0	26.1
Oct-22	39.8	34.2	39.8	34.2	0.0	0.0
Nov-22	62.6	55.6	38.4	33.1	24.1	22.5
Dec-22	68.4	60.9	39.7	34.1	28.7	26.8
Jan-23	68.3	60.9	39.6	34.1	28.7	26.8
Feb-23	61.6	54.9	35.7	30.7	25.9	24.1
Mar-23	65.4	58.1	39.5	34.0	25.8	24.1
Apr-23	62.0	55.3	34.4	29.6	27.6	25.8
May-23	68.0	60.5	39.5	33.9	28.5	26.6
Jun-23	65.7	58.4	38.1	32.8	27.5	25.7
Jul-23	67.8	60.3	39.4	33.8	28.4	26.5
Aug-23	67.7	60.2	39.3	33.8	28.3	26.4
Sep-23	65.4	58.2	38.0	32.6	27.4	25.5
Oct-23	67.5	60.0	39.2	33.7	28.2	26.3
Nov-23	65.2	58.0	37.9	32.6	27.3	25.4
Dec-23	67.3	59.8	39.2	33.6	28.1	26.2
Jan-24	67.2	59.7	39.1	33.6	28.1	26.2
Feb-24	62.8	55.8	36.5	31.4	26.2	24.4
Mar-24	64.3	57.0	39.0	33.5	25.3	23.5
Apr-24	61.0	54.3	33.9	29.1	27.0	25.2
May-24	66.8	59.4	39.0	33.4	27.9	26.0
Jun-24	64.6	57.4	37.6	32.3	26.9	25.1
Jul-24	66.6	59.2	38.9	33.3	27.8	25.9
Aug-24	66.6	59.1	38.8	33.3	27.7	25.8
Sep-24	64.3	57.1	37.5	32.1	26.8	24.9
Oct-24	66.4	58.9	38.7	33.2	27.6	25.7
Nov-24	64.1	56.9	37.4	32.1	26.7	24.9
Dec-24	66.2	58.7	38.6	33.1	27.5	25.6
Jan-25	66.1	58.6	38.6	33.1	27.5	25.6
Feb-25	59.6	52.9	34.8	29.8	24.8	23.1
Mar-25	65.9	58.5	38.5	33.0	27.4	25.5
Apr-25	33.5	27.5	16.7	11.9	16.8	15.6
May-25	46.5	39.1	19.2	13.7	27.3	25.4
Jun-25	63.5	56.3	37.2	31.8	26.4	24.5
Jul-25	65.6	58.1	38.4	32.8	27.2	25.3
Aug-25	65.5	58.0	38.3	32.8	27.2	25.3
Sep-25	63.3	56.1	37.0	31.7	26.2	24.4
Oct-25	65.3	57.8	38.2	32.7	27.1	25.2
Nov-25	63.1	55.9	37.0	31.6	26.2	24.3
Dec-25	65.1	57.7	38.2	32.6	27.0	25.1

**2021 Generation Capacity - 5 Year Forecast\***  
**Table 6A**

Year	Plant #1		Plant #2		Total	
	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net
	Gen. MW	Gen. MW	Gen. MW	Gen. MW	Gen. MW	Gen. MW
Jan-21	62.8	55.3	31.8	29.2	94.6	84.5
Feb-21	63.2	55.7	37.8	35.2	101.1	91.0
Mar-21	46.1	38.6	47.0	44.4	93.1	83.0
Apr-21	54.8	47.3	40.3	37.7	95.1	85.0
May-21	37.5	30.0	33.5	30.9	71.1	61.0
Jun-21	54.7	47.2	40.1	37.6	94.8	84.7
Jul-21	54.6	47.1	40.1	37.5	94.7	84.6
Aug-21	54.5	47.0	40.0	37.4	94.5	84.4
Sep-21	54.5	47.0	39.9	37.3	94.4	84.3
Oct-21	54.4	46.9	39.8	37.3	94.3	84.2
Nov-21	54.4	46.9	39.8	37.2	94.1	84.0
Dec-21	54.3	46.8	39.7	37.1	94.0	83.9
Jan-22	54.2	46.7	39.6	37.0	93.9	83.8
Feb-22	54.2	46.7	39.6	37.0	93.7	83.6
Mar-22	54.1	46.6	39.5	36.9	93.6	83.5
Apr-22	54.1	46.6	39.4	36.8	93.5	83.4
May-22	54.0	46.5	39.3	36.7	93.3	83.2
Jun-22	53.9	46.4	39.3	36.7	93.2	83.1
Jul-22	53.9	46.4	39.2	36.6	93.1	83.0
Aug-22	53.8	46.3	39.1	36.5	92.9	82.9
Sep-22	53.8	46.3	39.0	36.5	92.8	82.7
Oct-22	53.7	46.2	0.0	0.0	53.7	46.2
Nov-22	53.6	46.1	38.9	36.3	92.5	82.5
Dec-22	53.6	46.1	38.8	36.2	92.4	82.3
Jan-23	53.5	46.0	38.8	36.2	92.3	82.2
Feb-23	53.5	46.0	38.7	36.1	92.2	82.1
Mar-23	53.4	45.9	38.6	36.0	92.0	81.9
Apr-23	53.4	45.9	38.6	36.0	91.9	81.8
May-23	53.3	45.8	38.5	35.9	91.8	81.7
Jun-23	53.2	45.7	38.4	35.8	91.7	81.6
Jul-23	53.2	45.7	38.4	35.8	91.5	81.4
Aug-23	53.1	45.6	38.3	35.7	91.4	81.3
Sep-23	53.1	45.6	38.2	35.6	91.3	81.2
Oct-23	53.0	45.5	38.1	35.6	91.1	81.1
Nov-23	52.9	45.4	38.1	35.5	91.0	80.9
Dec-23	52.9	45.4	38.0	35.4	90.9	80.8
Jan-24	52.8	45.3	37.9	35.3	90.8	80.7
Feb-24	52.8	45.3	37.9	35.3	90.6	80.6
Mar-24	52.7	45.2	37.8	35.2	90.5	80.4
Apr-24	52.7	45.2	37.7	35.1	90.4	80.3
May-24	52.6	45.1	37.7	35.1	90.3	80.2
Jun-24	52.5	45.0	37.6	35.0	90.2	80.1
Jul-24	52.5	45.0	37.5	35.0	90.0	79.9
Aug-24	52.4	44.9	37.5	34.9	89.9	79.8
Sep-24	52.4	44.9	37.4	34.8	89.8	79.7
Oct-24	52.3	44.8	37.3	34.8	89.7	79.6
Nov-24	52.3	44.8	37.3	34.7	89.5	79.4
Dec-24	52.2	44.7	37.2	34.6	89.4	79.3
Jan-25	52.1	44.6	37.1	34.6	89.3	79.2
Feb-25	52.1	44.6	37.1	34.5	89.2	79.1
Mar-25	52.0	44.5	37.0	34.4	89.1	79.0
Apr-25	26.0	18.5	37.0	34.4	63.0	52.9
May-25	26.0	18.5	36.9	34.3	62.9	52.8
Jun-25	51.9	44.4	36.8	34.2	88.7	78.6
Jul-25	51.8	44.3	36.8	34.2	88.6	78.5
Aug-25	51.8	44.3	36.7	34.1	88.5	78.4
Sep-25	51.7	44.2	36.6	34.0	88.3	78.3
Oct-25	51.6	44.1	36.6	34.0	88.2	78.1
Nov-25	51.6	44.1	36.5	33.9	88.1	78.0
Dec-25	51.5	44.0	36.5	33.9	88.0	77.9

\* Average generation levels plants are capable of achieving.

**TABLE 7  
2021 FORECAST OF GEOTHERMAL PRODUCTION AND  
INJECTION**

TIME STEP	DATE	STEAM	COND	WATER
		PROD. BLBS	INJ BLBS	INJ BLBS
1	2021	13.7	4.4	7.0
2	2022	13.5	4.3	8.7
3	2023	13.2	4.2	14.7
4	2024	13.0	4.2	14.7
5	2025	12.8	4.1	14.6
6	2026	12.6	4.0	14.6
7	2027	12.5	4.0	14.5
8	2028	12.3	3.9	14.4
9	2029	12.1	3.9	14.4
10	2030	11.9	3.8	14.3
11	2031	11.8	3.8	14.3
12	2032	11.6	3.7	14.2
13	2033	11.4	3.7	14.2
14	2034	11.3	3.6	14.1
15	2035	11.1	3.6	14.1
16	2036	11.0	3.5	14.0
17	2037	10.9	3.5	14.0
18	2038	10.7	3.4	13.9
19	2039	10.6	3.4	13.9
20	2040	10.5	3.3	13.9
21	2041	10.3	3.3	13.8
22	2042	10.2	3.3	13.8
23	2043	10.1	3.2	13.7
24	2044	10.0	3.2	13.7
25	2045	9.9	3.2	13.7

**NOTES :**

- |   |                |  |
|---|----------------|--|
| 1. CUM. PRODUCTION AND INJECTION 1983-2020            | 698.0<br>468.2 | Billion Lbs Steam<br>Billion Lbs Water |
| 2. TOTAL WATER IS CONDENSATE + EFFLUENT + LAKE + POND |                |  |
| 3. FUTURE STEAM PRODUCTION 2020-2045 =                | 289.0          | Billion Lbs                            |
| 4. FUTURE WATER INJECTION 2020-2045 =                 | 341.2          | Billion Lbs                            |



23

# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** Lodi Energy Center (LEC) Gas Turbine Starting Package Replacement Project;  
Applicable to the following: NCPA Lodi Energy Center Facility

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b> Joel Ledesma Assistant General Manager	<b>METHOD OF SELECTION:</b> Competitive Pricing Process
<b>Division:</b> Generation Services	<i>If other, please describe:</i>
<b>Department:</b> Combustion Turbines	

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

**RECOMMENDATION:**

Approve Resolution 21-57 authorizing the NCPA LEC Gas Turbine Starting Package Replacement Project for a Torque Converter Spare and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed \$1,060,000.

**BACKGROUND:**

The gas turbine starting package provides the start sequence which includes initial purge sequence, acceleration to ignition speed, ignition and acceleration to CT self-sustained speed prior to synchronization and during outages for water washing the gas turbine. The Voith Torque Converter Type EL9YGTM4.0-86 was the last configuration built for Siemens prior to the change to Static Frequency Converters, in total nine of these were built worldwide and LEC has one since commissioning. The life expectancy is 6-8 years due to its heavy use, by purchasing a new Voith Torque converter it will help maintain LEC's availability and reliability during starts.

**FISCAL IMPACT:**

The total cost is anticipated not to exceed \$1,060,000. Funds for the project were included in the approved FY22 Lodi Energy Center budget.

**SELECTION PROCESS:**

On March 22, 2021, NCPA put out a Request for Proposals for the LEC Gas Turbine Starting Package Replacement Project for a Torque Converter Spare. A bid request went out to two available manufacturers, Voith Turbo, Inc. and Koenig Engineering, Inc. Bids were due on April 16, 2021. NCPA received two bids. LEC staff received and reviewed supplied bids, Voith's solution is a direct fit and were the original equipment manufacturer supplier. Koenig provides aftermarket parts which require a retrofit for starting packages. After careful review and evaluation, NCPA will award bid to Voith Turbo, Inc. due to direct fitment onto existing configuration.

**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 May 10, 2021, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (1):

- Resolution 21-57

RESOLUTION 21-57

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE LODI ENERGY CENTER GAS TURBINE STARTING PACKAGE REPLACEMENT PROJECT

(reference Staff Report #169:21)

WHEREAS, the gas turbine starting package provides the start sequence which includes initial purge sequence, acceleration to ignition speed, ignition and acceleration to CT self-sustained speed prior to synchronization and during outages for water washing the gas turbine. The Voith Torque Converter Type EL9YGTM4.0-86 was the last configuration built for Siemens prior to the change to Static Frequency Converters, in total nine of these were built worldwide and LEC has one since commissioning. The life expectancy is 6-8 years due to its heavy use, by purchasing a new Voith Torque converter it will help maintain LEC's availability and reliability during starts; and

WHEREAS, on March 22, 2021, NCPA put out a Request for Proposals for the LEC Gas Turbine Starting Package Replacement Project. A bid request went out to two available manufacturers, Voith Turbo, Inc. and Koenig Engineering, Inc. Bids were due on April 16, 2021. NCPA received two bids. LEC staff received and reviewed supplied bids, Voith's solution is a direct fit and were the original equipment manufacturer supplier. Koenig provides aftermarket parts which require a retrofit for starting packages. After careful review and evaluation, NCPA will award bid to Voith Turbo, Inc. due to direct fitment onto existing configuration; and

WHEREAS, On May 10, 2021, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation 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 authorizes the LEC Gas Turbine Starting Package Replacement Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not exceed \$1,060,000.

PASSED, ADOPTED and APPROVED this \_\_\_ day of \_\_\_\_\_, 2021, by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY






# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** Request to Shift FY2021 Contributions

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Monty Hanks 	<b>METHOD OF SELECTION:</b>
	Assistant General Manager/CFO	N/A
<b>Division:</b>	Administrative Services	<i>If other, please describe:</i>
<b>Department:</b>	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:**

Approve Resolution 21-58 authorizing staff to request a \$2 million reimbursement from NCPA's California Employers' Retiree Benefit Trust (CERBT) account and use the funds to make an additional discretionary, year-end contribution to NCPA's California Public Employees' Retirement System (PERS) account for the unfunded accrued liability (UAL).

## **BACKGROUND:**

In two separate actions, the NCPA Commission voted with Resolution 16-23 and 17-04 to shorten the amortization period used in the actuarial calculations for the unfunded accrued liability (UAL) payment from 30 years to 15 years for NCPA's Retiree Medical Plan (aka Other Post-Employment Benefits or OPEB) and Employee Pension Plan (aka CalPERS), respectively. While this action initially increased the budget, one of the primary goals was to reduce the UAL for both programs sooner saving the members millions of dollars in future contributions.

In addition, having a minimum 80% funding threshold would be seen as favorable to the rating agencies and to prospective utilities evaluating membership with NCPA. Large liabilities such as the pension liability could deter potential new members from joining or existing members from participating in future projects.

Lastly, another reason to address the issue is the possible lifecycle/economic shutdown of NCPA projects. Project participants are considering options to close both the CT1 and CT2 projects within the next ten years. As end-of-life decisions are made for these projects, large outstanding liabilities related to the employees at these facilities will be a consideration in the decision of when to decommission. Earlier funding of the liability will make it much easier to evaluate options for these plants' projects.

Subsequent to the NCPA Commission taking these actions, both programs have seen funding ratios improve. As of 6/30/2019, actuarial reports for CalPERS and OPEB reflected funding ratios of 62% and 94%, respectively. However, as of December 2020, the market value of assets due to a combination of investment returns and contributions in the OPEB account now exceed the estimated Total Liability by \$6+ million.

Staff is seeking Commission authorization to request a \$2 million reimbursement from NCPA's CERBT account (trust fund holding NCPA's Retiree Medical plan assets) and use the funds to make an additional discretionary, year-end contribution to NCPA's PERS account for the UAL. This action would still maintain a market value of assets in the CERBT that is approximately 110% of the estimated Total Liability and provide additional protections against market volatility. Making an additional discretionary contribution to the PERS account would strategically align the Agency with the 10-year amortization schedule creating the opportunity for an additional \$13.6 million in future savings (from \$11m to \$25m).

If approved, staff will review the funding levels of both programs annually with the Finance Committee and decide if future shifting of contributions are still appropriate. If the programs allow this, the Agency can eliminate almost \$10 million in annual UAL contributions in future budgets.

**FISCAL IMPACT:**

The requested action will not impact the FY2021 budget. It will have a positive, long-term impact helping reduce the UAL in the Employee Pension Plan sooner.

**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 May 11, 2021 the Finance 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:

- Resolution 21-58

## RESOLUTION 21-58

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A TWO MILLION DOLLAR REIMBURSEMENT FROM NCPA'S CALIFORNIA EMPLOYER'S RETIREE BENEFIT TRUST ACCOUNT AND USE THE FUNDS TO MAKE ADDITIONAL DISCRETIONARY, YEAR-END CONTRIBUTION TO NCPA'S CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM ACCOUNT FOR THE UNFUNDED ACCRUED LIABILITY

(reference Staff Report #173:21)

WHEREAS, Northern California Power Agency (NCPA) Commission voted with Resolution 16-23 and 17-04 to shorten the amortization period used in the actuarial calculations for the unfunded accrued liability (UAL) payment from 30 years to 15 years for NCPA's Retiree Medical Plan (aka Other Post-Employment Benefits or OPEB) and Employee Pension Plan (aka CalPERS), respectively; and

WHEREAS, having a minimum 80% funding threshold would be seen as favorable to the rating agencies and to prospective utilities evaluating membership with NCPA, and addressing the liability issue of the possible lifecycle/economic shutdown of NCPA projects; and

WHEREAS, due to a combination of investment returns and contributions in the OPEB account, the market value of assets now exceeds the estimated Total Liability by at least \$6 million; and

WHEREAS, staff recommends requesting a \$2 million reimbursement from the OPEB trust fund and make an additional discretionary contribution to CalPERS that would strategically align the Agency with the 10-year amortization schedule creating the opportunity for an additional savings; 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 the action of requesting a \$2 million reimbursement from NCPA's California Employers' Retiree Benefit Trust (CERBT) account and use the funds to make an additional discretionary, year-end contribution to NCPA's California Public Employees' Retirement System (CalPERS) account for the unfunded accrued liability (UAL).

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021, 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



# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** NCPA Geothermal Plant 1 Fire System Modernization Project Request for Change of Scope and Additional Funds; Applicable to the following: NCPA Geothermal Facility

**AGENDA CATEGORY:** Discussion/Action

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

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

## **RECOMMENDATION:**

Approval of Amendment to Resolution 20-62 for the NCPA Geothermal Plant 1 Fire System Modernization Project, changing the scope and increasing the total not to exceed amount of this project from \$1,800,000 to \$3,800,000, and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project, and authorization for the use of an additional \$2,000,000 from the Maintenance Reserve, for an updated total of \$3,000,000 from the Maintenance Reserve.

## **BACKGROUND:**

The fire protection system at NCPA's Geothermal Plant 1 is malfunctioning, unserviceable, unsupported by the manufacturer, and therefore no longer operable and out of compliance. The Plant 1 fire protection system is critical to the safety of NCPA personnel and the preservation of plant equipment in the event of a fire. This project's objective is to modernize and meet all aspects of our California Energy Commission (CEC) permit regarding fire detection, notification, and suppression.

The Fire Modernization Project was originally approved in the August 27, 2020 Commission Meeting (SR: 189:20: Res: 20-62) with a budget of not to exceed \$1,800,000. Project funds came from FY2021 Capital Project Budget of \$800,000 and Maintenance Reserve of \$1,000,000.

During the course of 3<sup>rd</sup> party inspections required by the CEC, as well as the contractor's project discovery phase, additional required work was identified, resulting in a change of the scope for this project.

Additions to the scope include the following:

- Replacement of all pendant style sprinkler throughout the plant
- Inspection of all wet pipe sprinkler systems and provide assessment
- Replace wet pipe valves and monitoring hardware
- Extend wet pipe sprinkler system into HVAC Room
- Replace all air supply lines to deluge valves
- Replacement of CARDOX Tanks
- Replacement of high-pressure CO2 bottle system with a CO2 tank
- Repair or replace damaged heat tracing and insulation throughout
- Repair or replace all deluge valves (includes 5-year inspection certification)
- Replace all activation stations
- Replace all main water isolation valves
- Replace valve and monitoring devices for the fire pump building

Not restoring functionality will result in non-compliance to NCPA's operating license from the CEC for NCPA's Geothermal Plant 1, and could result in fines and/or an order to shut down.

## **FISCAL IMPACT:**

This amendment will result in a multi-year project spanning FY2021 and FY2022. The updated total not to exceed is \$3,800,000. \$3,000,000 of these funds will come from the Maintenance Reserve.

The Plant 1 Fire System Modernization Project additional scope forecast is shown below.

- Contractor's Proposed Project Cost = \$1,694,215.00
- 15% Contingency = \$254,132
- CEC Reviews and Inspections = \$40,000
- **Additional Project Authorization Total = \$2,000,000.00**

Unrelated to this project, the FY2022 Unit 4 Overhaul has been moved to fall of FY2023 to allow incorporation of recommendations from a root cause analysis that is in progress by Toshiba America Energy Systems Corporation. This root cause analysis was associated with the Spring 2020 Unit 4 Turbine Rotor Blade Shifting outage that resulted in a turbine swap. Those recommendations are required to develop an appropriate scope of work to ensure future reliability. This Unit 4 Overhaul timing change provides for adequate balance of funds in the Maintenance Reserve to fund this increase expenditure request. Continued collections will result in adequate funds for the Unit 4 Overhaul in the fall of FY2023.

Funding/(Expenditures)	Beginning Balance											
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
<b>Reserve Activity</b>												
Unit One Overhaul / Outage						(1,500,000)						(2,500,000)
Unit Two Overhaul / Outage						(2,000,000)						(1,750,000)
Unit Four Overhaul / Outage									(4,250,000)			
Well Replacement /Workover	(7,387,638)				(3,400,000)			(4,000,000)				
Plant #1 HVAC		(806,183)										
Plant #1 Fire Protection - Phase 1		(1,000,000)										
Plant #1 Fire Protection - Phase 2			(2,000,000)									
Contingent maintenance	2,530,000											
Projected Requirements		(1,606,183)	(2,806,000)	(3,500,000)	(3,400,000)	(3,500,000)	-	(4,000,000)	(4,250,000)	-	-	(4,250,000)
<b>Annual Funding Req*</b>		2,000,000	<b>3,930,000</b>	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000
<b>Balance</b>	426,555	622,372	2,752,372	2,752,372	2,652,372	2,652,372	6,352,372	5,852,372	5,102,372	6,602,372	12,102,372	11,352,372
<b>Minimum Emergency Contingency Balance</b>	<b>\$2,250,000</b>	2,250,000	2,250,000	2,250,000	2,250,000	2,250,000	2,250,000	2,250,000	2,250,000	2,250,000	2,250,000	2,250,000
*Estimated												

**SELECTION PROCESS:**

NCPA began the bidding process for a full replacement project with a public works bid package. The public works package resulted in no bids. Thus, NCPA reached out to potential providers in an attempt to obtain competitive pricing by soliciting bids to perform the work required for this Project. NCPA initially received only one response to negotiate the work from ORR Protection Systems, Inc. for full replacement of the Plant 1 fire system. Because NCPA was only able to obtain one response, NCPA then reached out again to potential bidders in an attempt to obtain at least two quotes for the project. The competitively bid process resulted in an award to ORR Protection Systems, Inc. In an effort to minimize costs, NCPA assumed certain systems could be reused or integrated into the new equipment, and the scope reflected reusing existing equipment.

As part of the fire protection system design and engineering, NCPA is working under the CEC Staff and the designated chief building official oversight. As part of coordination with the CEC Staff, NCPA performed inspections, testing of the existing equipment to document the health of



the existing systems for the CEC Staff. These additional inspections were conducted by Coffman Engineers and ORR Protection Systems. The inspections revealed most of the existing equipment has passed its certified life or otherwise could not be reused. Due to this new information NCPA cannot meet the fire protection requirements in its license from the CEC. Thus, the additional repairs must occur immediately as part of the current fire system modernization work at Plant 1. As part of the negotiating process after the failed public works request for bids, NCPA had received an offer to further evaluate system health and complete the entire replacement of the fire system from ORR Protection Systems. Thus, NCPA Staff believes the pricing for the additional work is well defined and reasonable.

In addition, the subsequent work that is the subject of this Staff Report, is now an emergency purchase and procurement as described in NCPA's Purchasing Manual (Section 15.). The fire protection system is required to preserve and protect life, health and property of not only NCPA's geothermal facility and staff, but also those of surrounding communities. The need to replace these additional systems became clear upon completion of the recent inspections and reviewed by NCPA, NCPA's contractor and CEC Staff. CEC Staff and NCPA cannot allow the geothermal facility to remain operational if these repairs do not begin immediately. NCPA's contractor working on the fire system currently is able to shift other work and proceed directly to the additional scope ensuring continued operation of the geothermal facility in compliance with the CEC license and direction from the CEC Staff. It is impractical for NCPA to stop work now and conduct a several months long formal bidding process for the additional work and respond properly to the current condition of the fire suppression system. Given all of this information, NCPA's Assistant General Manager for Generation Services has declared that an emergency condition exists such that the additional required work is necessary to preserve and protect life, health and property by immediately replacing out of date and failed fire suppression equipment. Thus, this subsequent procurement meets all of the requirements for an emergency procurement.

If there are significant increases to the scope or cost for this work, the General Manager will direct the Assistant General Manager for Generation Services to provide an additional report to the Commission consistent with NCPA's Purchasing Manual.

#### **ENVIRONMENTAL ANALYSIS:**

This activity is exempt from the California Environmental Quality Act as a Class 1 Existing Facilities exemption (Title 14 California Code of Regulations Section 15301[b]). NCPA filed a Notice of Exemption that covers this activity with both Lake and Sonoma Counties. Thus, no environmental review of this action is necessary.

#### **COMMITTEE REVIEW:**

On May 5, 2021 the Facilities Committee reviewed and endorsed a similar recommendation for Commission approval.

May 27, 2021  
Page 5

Respectfully submitted,

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

RANDY S. HOWARD  
General Manager

Attachments (1):

- Amendment to Resolution 20-62

AMENDMENT TO RESOLUTION 20-62

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE AMENDMENT TO NCPA'S GEOTHERMAL PLANT 1 FIRE SYSTEM
MODERNIZATION PROJECT RESOLUTION

(reference Staff Report #170:21)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal Facility near Middletown, CA, consisting of two power plants; and

WHEREAS, the fire system at NCPA's Geothermal Plant 1 was determined to be malfunctioning, unserviceable, and therefore no longer operable and out of compliance, and it has been determined that the replacement, upgrade, and modernization of the existing fire system is needed to ensure the safety of NCPA personnel and protection for the Plant in the event of a fire; and

WHEREAS, the Geothermal Plant 1 Fire System Modernization Project was approved by the Commission at the August 27, 2020 Commission Meeting (SR 189:20; Reso: 20-62), with a budget of not to exceed \$1,800,000; and

WHEREAS, during the course of 3rd party inspections required by the California Energy Commission (CEC), as well as the contractor's project discovery phase, additional required work was identified which will result in changes to the scope of this project. This additional scope is necessary to achieve full replacement of the fire protection systems and to meet all aspects of the CEC permit; and

WHEREAS, NCPA's Assistant General Manager for Generation Services has declared that an emergency condition exists such that the additional required work is necessary to preserve and protect life, health and property by replacing out of date and failed fire suppression equipment; and

WHEREAS, this added scope will require an additional \$2,000,000 to complete, which will be funded from the Maintenance Reserve; and

WHEREAS, this activity is exempt from the California Environmental Quality Act as a Class 1 Existing Facilities exemption (Title 14 California Code of Regulations Section 15301[b]). NCPA filed a Notice of Exemption that covers this activity with both Lake and Sonoma Counties. Thus, no environmental review of this action is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the approval of Amendment to Resolution 20-62 for the NCPA Geothermal Plant 1 Fire System Modernization Project, changing the project scope and increasing the total not to exceed amount of this project from \$1,800,000 to \$3,800,000, and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project, and authorizing use of an additional \$2,000,000 from the Maintenance Reserve, for an updated total of \$3,000,000 from the Maintenance Reserve.

PASSED, ADOPTED and APPROVED this \_\_\_ day of \_\_\_, 2021, by the following vote on roll call:

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



# Commission Staff Report

**COMMISSION MEETING DATE:** May 27, 2021

**SUBJECT:** NCPA 2021 Wildfire Mitigation Plan Assessment Report and Revisions;  
Applicable to the following: All Northern California Power Agency (NCPA) Facilities

**AGENDA CATEGORY:** Discussion/Action

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

**IMPACTED MEMBERS:**

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

*If other, please specify*

---



---

## **RECOMMENDATION:**

Approve Resolution 21-56 for the NCPA 2021 Wildfire Mitigation Plan, with updated revisions based on the qualified independent evaluators recommendations.

## **BACKGROUND:**

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

In 2020, NCPA competitively bid and contracted with a qualified independent evaluator, Dudek, with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of this Wildfire Mitigation Plan. The independent evaluator issued a report (that is attached as an appendix to the Wildfire Mitigation Plan) stating that NCPA's Wildfire Mitigation Plan appropriately addressed all elements required under CPUC Section 8387 (b) (2). The independent evaluation and report were completed April 30, 2020. NCPA Commission approved the updated Wildfire Mitigation Plan with the qualified independent evaluator recommendations on May 28, 2020, per Resolution 20-43. In addition, NCPA submitted the Wildfire Mitigation Plan to the Wildfire Safety Advisory Board (WSAB) on June 1, 2020.

NCPA is now seeking Commission approval of the NCPA 2021 Wildfire Mitigation Plan, to include the recommendations provided by the qualified independent evaluator, revise the Wildfire Mitigation Plan from Version 1.1 to 1.2 to reflect recommendations, and post the Wildfire Mitigation Plan 1.2 to NCPA Website.

## **FISCAL IMPACT:**

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


## **ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

On May 5, 2021, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 21-56
- NCPA 2021 Wildfire Mitigation Plan

RESOLUTION 21-56

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING THE NCPA 2021 WILDFIRE MITIGATION PLAN ASSESSMENT REPORT AND  
REVISIONS

(reference Staff Report #168:21)

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

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves the NCPA 2021 Wildfire Mitigation Plan with updated revisions based on the qualified independent evaluators recommendations.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021 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

# NORTHERN CALIFORNIA POWER AGENCY WILDFIRE MITIGATION PLAN

---

## VERSION 1.2

### VERSION HISTORY

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

*Version 1.1 – NCPA Commission approved with qualified independent evaluator recommendations (evaluation report for public review included in appendix) issue May 28, 2020 per Resolution 20-43*

*Version 1.2 – NCPA Commission approved with qualified independent evaluator recommendations (evaluation report for public review included in appendix) issue May 29, 2021 per Resolution 21-XX*



# TABLE OF CONTENTS

Executive Summary .....	4
1. Overview.....	5
1.A. Policy Statement .....	5
1.B. Purpose of the Wildfire Mitigation Plan.....	5
1.B.1. Coordination with Local Agencies.....	6
1.C. Organization of the Wildfire Mitigation Plan .....	8
2. Goals.....	9
2.A. Minimizing Sources of Ignition .....	9
2.B. Resiliency of the Electric Grid .....	9
2.C. Identifying Unnecessary or Ineffective Actions .....	9
3. Roles and Responsibilities .....	10
3.A. Utility Governance Structure .....	10
3.B. Wildfire Prevention .....	11
3.C. Wildfire Response and Recovery .....	11
3.D. Coordination with Water Utilities/Department .....	12
3.E. Coordination With Communication Infrastructure Providers .....	12
3.F. Mutual Aid Agreements.....	13
4. Wildfire Risks and Drivers .....	14
4.A. Risk s Associated With Topographic and Climatological Factors.....	14
4.B. Enterprise-wide Safety Risks.....	16
4.C. Changes to CPUC Fire Threat Map .....	16
4.C.1. Map Comparisons and Updates .....	17
4.C.2. Fire Zone Review Process.....	18

5. Wildfire Preventative Strategies.....	19
5.A. Preventative Strategies and Programs .....	19
5.B. High Fire-Threat District .....	<b>Error! Bookmark not defined.</b>
5.C. Potential Climate Change Effects .....	20
5.D. Potential Climate Change Risk Management Impacts .....	21
5.E. Tree Mortality.....	21
5.F. Vegetation Management.....	21
5.G. Inspections.....	23
5.H. Workforce training .....	23
5.I. Reclosing Policy .....	24
5.J. De-energization.....	24
5.J.1. Impacts to Public Safety.....	25
5.J.2. Customer Notification Protocols .....	25
6. Left Blank.....	25
7. Restoration of Service.....	26
7.A. Metrics and Assumptions for Measuring Plan Performance .....	26
Metric 1: Fire Ignitions .....	26
Metric 2: Wires Down .....	26
7.B. Impact of Metrics on Plan .....	26
7.C. Monitoring and Auditing the Plan.....	27
7.D. Identifying and Correcting Deficiencies in the Plan .....	27
7.E. Monitoring the Effectiveness of Inspections.....	27
8. Independent Auditor.....	28
APPENDIX 1 – FIRE RISK ASSESSMENT MAPS .....	29
APPENDIX 2 – INDEPENDENT EVALUATOR REPORT .....	31
Revision History .....	61

## EXECUTIVE SUMMARY

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

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

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

## 1. OVERVIEW

### 1.A. POLICY STATEMENT

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

### 1.B. PURPOSE OF THE WILDFIRE MITIGATION PLAN

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

NCPA is a Joint Powers Agency, which owns and operates electrical generation facilities. The scope of this plan applies to the Geothermal Facility and the Hydro Facility that are located in two different Geographical areas. These two facilities contain electrical equipment in high fire threat locations. The Geothermal Plant is located around the Geyser territory in Lake County and the Hydro Electric Facility is located in the North Fork Stanislaus River watershed.

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

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

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

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

In 2019, NCPA initiated the development of this current WMP. NCPA hired POWER Engineers (POWER) to evaluate NCPA's electrical facilities, processes, and documentation based on the

design, configuration, operations, maintenance, and condition of NCPA facilities in relation to their potential to initiate a wildfire event. The evaluation included consideration of NCPA system descriptions, record design/construction documents, typical facilities layouts, basic fire protection system features, data sheets, inspection practices and procedures, baseline vegetation conditions, potential climate change effects, vegetation management practices, fire threat and hazard maps, and other documentation.

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

POWER then prepared a wildfire mitigation report with prioritized recommendations for potential improvement. The analysis and recommendations of that report formed the basis for development of site-specific implementation plans with action items scheduled on the basis of risk and cost. These plans provide guidance for NCPA to identify, correct, remediate, or employ new or better methods to be prepared for, reduce, and eliminate the risk of wildfires in and around NCPA facilities. In 2019, this WMP was presented at the NCPA Commission Meeting, a public meeting, and is posted on NCPA's public website domain.

In 2020, per Section 8 of this WMP, NCPA hired an outside consultant, Dudek, to review, assess the comprehensiveness, and provide recommendations to this plan. Subsequently, NCPA elected to modify its Draft WMP that incorporated Dudek's recommended modifications. The Revised WMP (version 1.1) was provided to Dudek on April 29, 2020. Dudek reviewed the Revised WMP and determined that it appropriately addressed all elements required under CPUC Section 8387(b)(2). In 2020, this WMP was presented at the NCPA commission meeting, a public meeting, and is posted on NCPA's public website domain.

---

### 1.B.1. COORDINATION WITH LOCAL AGENCIES

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

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

Board (WSAB) developed template for review of POU WMPs

<b>Utility Name:</b>	<b>Northern California Power Agency</b>
<b>Size:</b>	<1.5 square miles (39 miles x 200 feet ground clearance)
<b>Assets:</b>	Yes - Generation, Yes - Transmission (Only a generator tie line), Yes - Distribution (Only for NCPA Utilities')
<b>Number of Customers:</b>	Zero Customers. Wholesale provider to PGE Electrical Grid.
<b>Customer Classes:</b>	Zero Customers. Wholesale provider to PGE Electrical Grid.
<b>Location Topography:</b>	No - Urban, Yes - Wildland Urban Interface, Yes - Rural/Forest, No - Rural/Agricultural
<b>Percent Territory in CPUC High Fire Threat Maps:</b>	Yes - Includes Maps, 46% in Tier 2, 26% in Tier 3
<b>CAL Fire Map Fire Threat Zones:</b>	Yes - Includes Maps, 28.5% Extreme, 11% Very High, 10% in High
<b>Existing Grid Hardening Measures</b>	Yes - Describes hardened & non-hardened infrastructure
<b>Utility Fire Threat Risk Level:</b>	No - Hi, No - Low, Yes - Mixed
<b>Impact by another utility's PSPS?</b>	Yes - Impacted by PGE PSPS
<b>Mitigates impact of another utility's PSPS?</b>	No - NCPA is a wholesaler of power feeding into PGE electrical grid.
<b>Expects to initiate its own PPS?</b>	No - NCPA is a wholesaler of power feeding into PGE electrical grid.
<b>Prevailing wind directions and speeds by season?</b>	No - In Maps, Yes - Includes description in Section 4.A.

## 1.C. ORGANIZATION OF THE WILDFIRE MITIGATION PLAN

This WMP includes the following elements:

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

## 2. GOALS

### 2.A. MINIMIZING SOURCES OF IGNITION

The primary goal of this WMP is to minimize the probability that NCPA's transmission and distribution system may be the origin or contributing source for the ignition of a fire. NCPA's priorities include facility improvement projects (i.e. see section 5A) as well as continued and improved inspection, maintenance, and vegetation management practices. NCPA has evaluated and will continue to evaluate and implement prudent and cost-effective improvements (i.e. see section 5A) to its physical assets, operations, and training that can help to meet this objective.

### 2.B. RESILIENCY OF THE ELECTRIC GRID

The secondary goal of this WMP is to improve the resiliency of the electric grid. As part of the development of this plan, NCPA has assessed and will continue to assess new industry practices and technologies that will reduce the likelihood of an interruption (frequency) in service and improve the restoration (duration) of service. For example, section 5.A includes a 230kv Insulation improvement project that increased the electrical transmission resiliency for the NCPA Hydro Electric Facility.

### 2.C. IDENTIFYING UNNECESSARY OR INEFFECTIVE ACTIONS

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

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

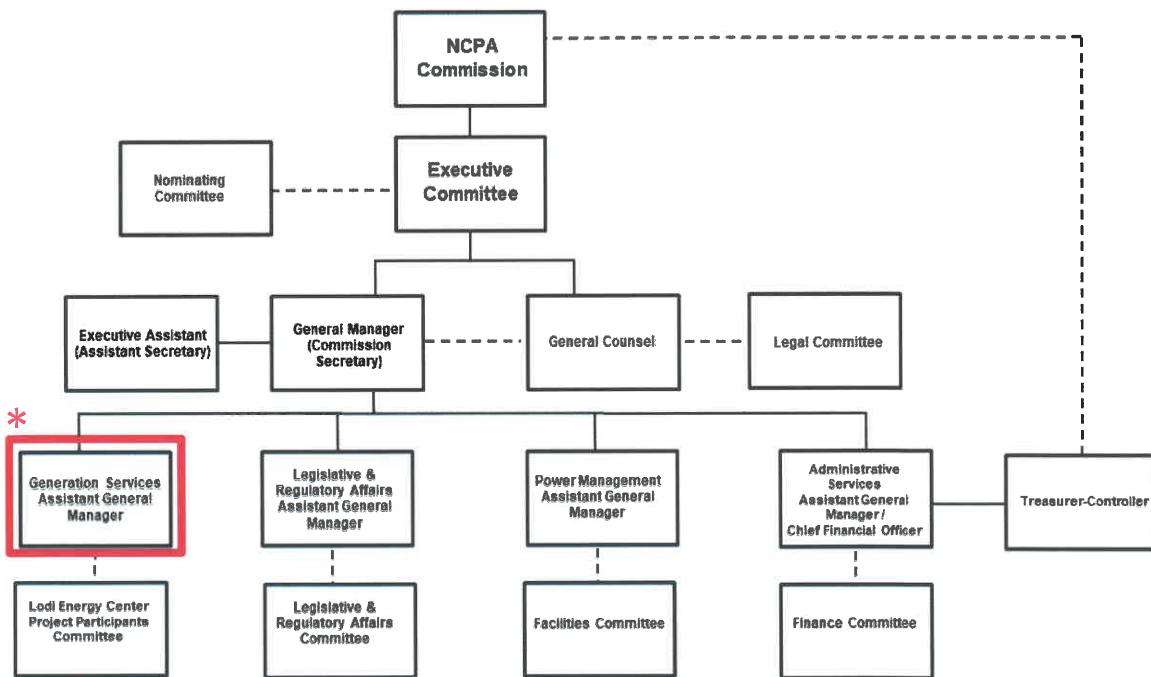


### 3. ROLES AND RESPONSIBILITIES

#### 3.A. UTILITY GOVERNANCE STRUCTURE

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

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



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

### 3.B. WILDFIRE PREVENTION ORGANIZATIONAL RESPONSIBILITIES

NCPA is governed by a Commission comprised of one representative for each of its public power utility members. The Commission is responsible for the general management of the affairs, property, and business of the Agency. Under the direction of the General Manager, the staff of the Agency is responsible for providing various administrative, operating and planning services for the Agency. This establishes all funding and is applied to all wildfire funding mechanisms in this plan (i.e., 3.B., 3.C., 5.A., 5.F, 5.G, 5.H).

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

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

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

Additionally, all NCPA employees are responsible for:

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

### 3.C. WILDFIRE RESPONSE, COMMUNICATION, AND RECOVERY

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

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

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

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

The NCPA Dispatch Center is the main point of contact for PG&E on any public safety power shutoff (PSPS) notification affecting any of NCPA's or members' generation and member loads. NCPA does not have a defined service territory however the NCPA Dispatch Center's responsibility is to pass along relevant PG&E PSPS notification to affected members based on phone messages or emails received from PG&E through its Everbridge mass notification system. The NCPA Dispatch Center will also follow up on the Everbridge PSPS notifications with information on any planned power shutoff events based on PG&E's PSPS websites or direct PG&E communication where current and real-time information is available.

NCPA provides wholesale power to City's and utilities, typically known as NCPA members, only via the utility grid. Since NCPA does not have retail customers, no customer notification protocols are in place.

### 3.D. COORDINATION WITH WATER UTILITIES/DEPARTMENT

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

### 3.E. COORDINATION WITH COMMUNICATION INFRASTRUCTURE PROVIDERS

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

### 3.F. MUTUAL AID AGREEMENTS

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

## 4. WILDFIRE RISKS AND DRIVERS

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

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

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

There are no new wildfire risks associated with design and construction of new assets. NCPA is currently Operating and Maintaining original generating facilities. No new construction is planned in the immediate future.

### 4.A. RISKS ASSOCIATED WITH TOPOGRAPHIC AND CLIMATOLOGICAL FACTORS

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

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

Physical conditions, such as terrain and high winds, affect fire risks. These factors influence fire movement and direction, and control migration rates. Generally, fires move upslope without strong winds, while high winds (i.e. Diablo winds) rapidly drive fires primarily in the same direction as the wind. Topographic features, such as steep canyons, create localized conditions that affect fire movement and rate of speed.

Several of the risk drivers are interrelated:

- **Extended drought:** Extended drought periods result in multiple stress factors for vegetation: dry trees and brush, higher susceptibility to disease and insects, easier ignition, faster burn rate, etc.
- **Vegetation type:** Fire risk is partially dependent upon vegetation type. Some vegetation burns quickly (e.g. dry grass), while other types burn hotter (e.g. hardwood trees such as oak). Each vegetation type presents its own unique challenges for vegetation management and control.
- **Vegetation density:** Vegetation density directly affects wildfire hazards. Dense vegetation generally represents the highest hazard level, while sparse vegetation density is substantially lower risk. Vegetation density is often associated with weather conditions, local micro-climates, and vegetation type.
- **Weather:** Weather conditions include precipitation, humidity, storms, and winds. Each factor affects wildfire risks. Lightning strikes associated with thunderstorms or dry lightning are a natural cause of wildfires.
- **High winds:** High winds drive wildfires. They also down trees and sometimes down power lines. In turn, downed power lines are potential ignition sources and the documented cause of some major wildfires in California.
- **Prevailing Winds:** NCPA monitors prevailing winds directions and speeds, differentiated by season, along with average weather conditions by season using NCPA real-time observations noting disturbing local weather. Live data is used with the fire maps located in Appendix 1. PG&E's Weather Awareness website is a resource for real-time conditions: [https://www.pge.com/en\\_US/safety/emergency-preparedness/natural-disaster/wildfires/psps-weather-map.page?WT.mc\\_id=Vanity\\_weather](https://www.pge.com/en_US/safety/emergency-preparedness/natural-disaster/wildfires/psps-weather-map.page?WT.mc_id=Vanity_weather). This information is used in communication and aids to analyze wildfire situations.
- **Terrain:** Topographic features and terrain affect wildfire migration and area-specific risks. Fires generally burn uphill, especially within steep canyons. Wind-driven upslope and up-canyon fires spread rapidly and represent increased fire hazards.
- **Changing weather patterns (climate change):** Climate change alters vegetation habitat, causing species migration. It may result in increased or decreased precipitation, precipitation type changes (e.g. more rain than snow), higher maximum temperatures, extended heatwaves, more frequent drought. In turn, these changes may cause increased tree mortality, increased stressed vegetation, greater susceptibility to disease or insect infestation.
- **Communities at risk:** Communities located in high-hazard zones are most at risk of wildfires. Communities at Risk are designated places and are unchanging. The risk level around these communities may change from year to year based on overall weather conditions, as well as during the year, changing from the wet season through the dry summer and fall.

- **Fire Frequency:** Over history, the frequency of wildfires affects wildfire risks. Vegetation changes are directly associated with wildfires. In addition to consuming existing vegetation, the new landscape is open to different vegetation types, both native and invasive. With native vegetation, a natural cycle occurs with different species dominating the environment and evolving over an extended timeframe. Since different vegetation types represent varied fire hazards, the risk level also evolves over time in conjunction with vegetation changes.

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

#### 4.B. RISKS RELATED TO DESIGN, OPERATION, AND MAINTENANCE

Risks and risk drivers related to design, construction, operation and maintenance that could create fire ignition sources are listed below. The methodology for identifying, monitoring, analyzing, planning, evaluating safety-wide risks are defined in NCPA's Preventative Strategies and Programs in Section 5.A. These risks include:

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

#### 4.C. CHANGES TO CPUC FIRE THREAT MAP

A key concern for NCPA is the historical risk of wildfires in the vicinity of the agency's facilities, particularly within potential fire hazard zones. Both CAL FIRE and the CPUC have developed maps to identify potential fire hazard zones, published in 2007 and 2018, respectively. NCPA has reviewed current CAL FIRE hazard severity zone and CPUC fire-threat maps with respect to agency facilities, as shown in Appendix 1. These maps have not been adjusted since the noted publication dates nor have any local agencies imposed any expansions to the maps. There has been no new information, or identified changes to the environment, to warrant an expansion of the high-fire threat district.

CPUC Fire Threat Maps are static, based on data available at the time they were created. As noted below, wildfire risks evolve over time in response to the risk drivers listed above. In section 5, annual tree mortality data illustrates a migration of tree mortality, with the risk area expanding

from year to year. NCPA will review available data and adjust fire threat hazard zones when applicable to NCPA facilities.

---

#### 4.C.1. MAP COMPARISONS AND UPDATES

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



## CAL FIRE CALIFORNIA FIRE HAZARD SEVERITY ZONE MAP

CAL FIRE generated and published Fire Hazard Severity Zone Maps for the entire state of California in 2007, including separate maps for each county. These maps delineate three hazard zone levels: moderate, high, and very high. The figures in Appendix 1 illustrate these fire hazard severity zones. There has been no new information or changes to the environment identified to warrant an expansion of the high-fire threat district.

## CPUC FIRE-THREAT MAPS

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

---

### 4.C.2. FIRE ZONE REVIEW PROCESS

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

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

## 5. WILDFIRE PREVENTATIVE STRATEGIES

### 5.A. PREVENTATIVE STRATEGIES AND PROGRAMS

NCPA's strategies to reduce wildfire risk include continuous evaluation and improvement of its programs and procedures: including NCPA's (1) facility maintenance program, (2) emergency operating procedures, (3) vegetation management programs, and (4) asset documentation programs. These programs include all details such as goals, objective or percentage, monitor ongoing work, accomplishments, internal and external audits, and detailed reports. There are no constraints such as budgets, availability of equipment, knowledge to effectively deploy, or qualified personnel to install and monitor effectively.

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

- **The Collierville-Bellota (CB) 230 kV Gen-Tie Line:** In 2020 NCPA made improvements on its longest transmission line. More than half of the line is within a Tier 2 fire threat zone. NCPA prioritized the safe and reliable operation of the line. The line is over 30 years old, and a thorough review of the line and its attendant facilities was recently undertaken. A list of improvements were made including insulation, hardware, and conductor damping improvements. These major improvements were completed in 2020. NCPA's aggressive approach to reduce transmission tie-line risk included completely upgrading insulators on this asset, NCPA's longest line, of 40 Miles. This project was considered a major cost in capital and prioritized for wildfire prevention. Avian deterrents and anti-nesting cones were also added in 2020.
- **Mackay's Point 17 kV Overhead Line:** This three-span distribution line is in a Tier 3 fire threat zone. This short line has been maintained and is monitored consistently. Because of its location and danger tree threat, NCPA has entered into a construction contract for fire hardening of this short span of line. Construction is tentatively scheduled to be completed in 2021 pending contractor availability.
- **Geothermal 230 kV Gen-Tie Transmission Line:** This nine-span line connects with PG&E's 230 kV system. The line is characterized by long dead-ended spans and thick vegetation. The line is consistently inspected and maintained.
- **Geothermal Effluent Pump System 21 kV Line:** This 6-mile distribution line is in a Tier 3 fire threat zone. This line was largely rebuilt following damage caused by the 2017 Valley Fire. The wood pole line has construction framing typical to distribution construction. NCPA has considered the implementation of avian protection on these lines, however due to the lack of nesting activities, no avian protection was installed.

**(2) Emergency Operating Procedures:** NCPA uses emergency operating procedures to safely react to wildfire fire events and help guide employees.

- (3) Vegetation Management Program:** NCPA has developed and implemented a Transmission Vegetation Management Program (TVMP) to establish the vegetation maintenance requirements for each facility to achieve reliability of its generation interconnection system. The NCPA document, Generation Services Common Procedure GS-305: Transmission Vegetation Management Program, defines NCPA procedures for vegetation management. The full description of this program is described in Section 5.E.
- (4) Asset documentation:** NCPA has current facility documentation including geographically referenced facility locations (appendix 1) and current facility drawings, materials lists, and design criteria.

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

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

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

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

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

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

## 5.B. POTENTIAL CLIMATE CHANGE EFFECTS

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

- Vegetation adapts, with plant migration into different areas
- Vegetation dries out during droughts, presenting increased fire danger

---

<sup>1</sup> Adopted by CPUC Decision 17-12-024.

- Stressed vegetation is more susceptible to insect infestations, damaging trees, or accelerating mortality
- Thunderstorms present lightning strike risks along with strong wind events

Extended periods of intense rainfall also typically increase landslide risks. In turn, landslides could damage or topple structures, limit access, or create safety hazards by damaging roads, or cause localized tree mortality by severing root systems. Note that heavy rainfall is not the only landslide trigger mechanism, but it is the one most closely associated with climate change.

### 5.C. POTENTIAL CLIMATE CHANGE RISK MANAGEMENT IMPACTS

Climate change has affected the risks associated with wildfires, especially in fire hazard zones. Frequent, severe and larger wildfires, and the related impacts to the POU lines, equipment and operations result in impacts to vegetation and increased wildfire risks. Some of the specific climate change impacts that affect wildfire risks include:

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

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

### 5.D. TREE MORTALITY

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

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

Dead, dying, and diseased trees represent potential wildfire risks for NCPA. Trees adjacent to power line right-of-way represent a hazard due to falling branches or potential toppling. This threat increases substantially with tall snags or trees with dead tops. Dead or highly stressed trees are also an easily ignitable fuel source. They ignite quicker and generally burn faster than healthy trees. NCPA's internal Transmission Vegetation Management Program specifies tree and snag clearances.

### 5.E. VEGETATION MANAGEMENT

NCPA has developed and implemented a Transmission Vegetation Management Program (TVMP) to establish the vegetation maintenance requirements for each facility to achieve

reliability of its generation interconnection system. The NCPA document, Generation Services Common Procedure GS-305: Transmission Vegetation Management Program, defines NCPA procedures for vegetation management. NCPA's TVMP is the plan for all types of vegetation associated with utility infrastructure, from the ground to the sky, which includes vegetation above and below electrical lines.

NCPA meets or exceeds the minimum industry standard vegetation management practices. For transmission-level facilities, NCPA complies with NERC FAC-003-4. For both transmission and distribution-level facilities, NCPA meets: (1) Public Resources Code section 4292; (2) Public Resources Code section 4293; (3) General Order 95 Rule 35; and (4) General Order 95 Appendix E Guidelines to Rule 35.

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

NCPA uses a combination of its own staff (manager, supervisor or competent designee) and the retention of qualified consultants (such as scientific experts in ecology, fire ecology, fire behavior, geology, and meteorology) with experience in line design, line construction, NERC Standards compliance, and vegetation management to develop and maintain the TVMP.

The TVMP specifies technical requirements for staff and contractors to comply with or verify compliance with Cal/OSHA standards and NCPA Electrical Safety Procedure GS-103 ensures Cal/Osha and Minimum Approach Distances (MAD).

The objectives of the TVMP are to:

- Adhere to the Power Line Fire Prevention Field Guide published by CAL FIRE in November 2008 and used by California utilities for the care and maintenance of trees, shrubs, and other woody plants when pruning vegetation near electric facilities.
- Maintain defined clearance distances between the generation interconnection facilities and all trees, brush, and other vegetation that could grow too close to electrical facilities including conductors, poles, and guy wires. Since the clearances specified in the Power Line Fire Prevention Field Guide are more stringent than the MVCD described in FAC-003-4, NCPA adheres to the CAL FIRE field guide.
- Where appropriate and necessary, develop site-specific, environmentally sensitive, cost-effective and socially responsible solutions to vegetation control near the NCPA generation interconnection facilities. Document the process for the annual vegetation work plan for applicable power lines.
- Maintain public and worker safety, maintain compliance with NERC standards and other regulatory and legal requirements, provide reliable electric service that allows for

operational flexibility, and promote environmental stewardship and habitat enhancement.

- Potential improvements to its programs include increasing the frequency and scope of aerial lidar surveys on its transmission and distribution facilities, and a continued emphasis on identification and timely removal of danger and hazard trees that threaten overhead transmission and distribution lines. NCPA's asset management system allows potential improvement to be evaluated as observations and comments are made when work orders for maintenance items are executed.

## 5.F. INSPECTIONS

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

- Lidar vegetation flights
- Corona scans of insulators
- Infrared "hot-spot" inspections of conductor, conductor splices, and dead-end hardware.
- In addition to its annual ground-based inspection, NCPA may augment inspections with aerial drone and/or helicopter surveys.

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

Strategic improvements to the inspection program include increasing the frequency and scope of inspections, increasing the use of drone-based visual inspections, consideration of new technology, improving the inspection methodology approach, and consideration of fire threat zones in the inspection programs. NCPA's asset management system also allows these improvements to be evaluated as observations and comments are made when work orders for maintenance items are executed.

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

Section 4.B. of this WMP outlines the unique risks NCPA inspects for.

## 5.G. FIRE PREVENTION, SAFETY, EMERGENCY RESPONSE TRAINING

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

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

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

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

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

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

- Generation Services Common Procedure GS-101: Lock Out Tag Out Try Procedure
- Generation Services Common Procedure GS-103: Electrical Safety Procedure
- Generation Services Common Procedure GS-107: Proper Handling of Hazardous Waste
- Generation Services Common Procedure GS-111: Hot Work Procedure
- Generation Services Common Procedure GS-115: Welding Safety Procedure
- Generation Services Common Procedure GS-126: Fire Protection and Prevention Plan
- Power Management Common Procedure PM-108: Operating Instructions and Emergency Assistance
- Power Management Common Procedure PM-201: Emergency Operating Guidelines, Collierville Power House Bellota-Collierville 230kV Lines

## 5.H. RECLOSING POLICY

NCPA does not own or use automatic reclosers on its 230 kV within the scope defined in Section 4 of this WMP. This is a typical approach for utility operations in rugged and remote terrain, for both personnel and fire hazard safety reasons. In the event of a planned or emergency line trip, close coordination with NCPA generation services and dispatch as well as with PG&E's grid control center is mandatory, and lines are only re-energized after extensive line patrol visual confirmation. If the lines are tripped due to a forecasted or imminent wildfire or if a wildfire is believed to be caused by downed lines, close coordination with CAL FIRE's onsite representative and control center are required before NCPA's generation services attempts to energize the line.

## 5.I. DE-ENERGIZATION

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

currently able to de-energize both circuits of the CB 230 kV line via SCADA and other procedures within 20 minutes.

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

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

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

---

#### 5.J.1. IMPACTS TO PUBLIC SAFETY

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

---

#### 5.J.2. CUSTOMER NOTIFICATION PROTOCOLS

NCPA provides wholesale power to Cities and utilities, typically known as NCPA members, only via the utility grid. Since NCPA does not have retail customers, no customer notification protocols are in place. However, NCPA is the primary point of contact between PG&E PSPS and its member utilities. Formal procedures are currently in place, NCPA-PM-501, to notify NCPA member utilities of de-energization activities.

## 6. LEFT BLANK



## 7. RESTORATION OF SERVICE

After a de-energization event, NCPA will restore service in coordination with PG&E's restoration efforts. NCPA will follow PM-201 and Geothermal Facilities Maintenance Procedure (GEO-646) which specifically address restoration for Hydro and Geothermal facilities respectively. These procedures contain the steps that must be taken to restore such as inspecting, repairing, testing, and finally restoring.

### 7.A. METRICS AND ASSUMPTIONS FOR MEASURING PLAN PERFORMANCE

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

#### METRIC 1: FIRE IGNITIONS

NCPA will track fire ignitions in their territory as follows:

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

**2020 Metric Summary: GEO – 0 ignitions, Hydro – 0 ignitions**

#### METRIC 2: WIRES DOWN

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

**2020 Metric Summary: GEO – 0 Wire Down, Hydro – 0 Wire Down**

### 7.B. IMPACT OF METRICS ON PLAN

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

**2020 WMP Impact Due to Metrics – The metrics above show zero incidents and indicate success. No WMP changes due to metrics.**

### 7.C. MONITORING AND AUDITING THE PLAN

This WMP is presented to the NCPA Commission on an annual basis along with metrics and a summary of updates. Additionally, a qualified independent evaluator will present a report on this plan to the NCPA Commission. See section 8.

### 7.D. IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN

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

### 7.E. MONITORING THE EFFECTIVENESS OF INSPECTIONS

Line inspections for NCPA fall into two categories:

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

Measuring the effectiveness of these inspections can be performed by review by independent professionals of the inspection documentation and analysis in the case of the lidar vegetation inspection. A second method would include "ride-alongs" with inspection personnel to review their methodology and reporting. Lastly, an independent review of similar facilities can be performed and compared and reviewed with inspection personnel. As of yet these methods have not been used. Additional objectives are stated in Section 2C above.

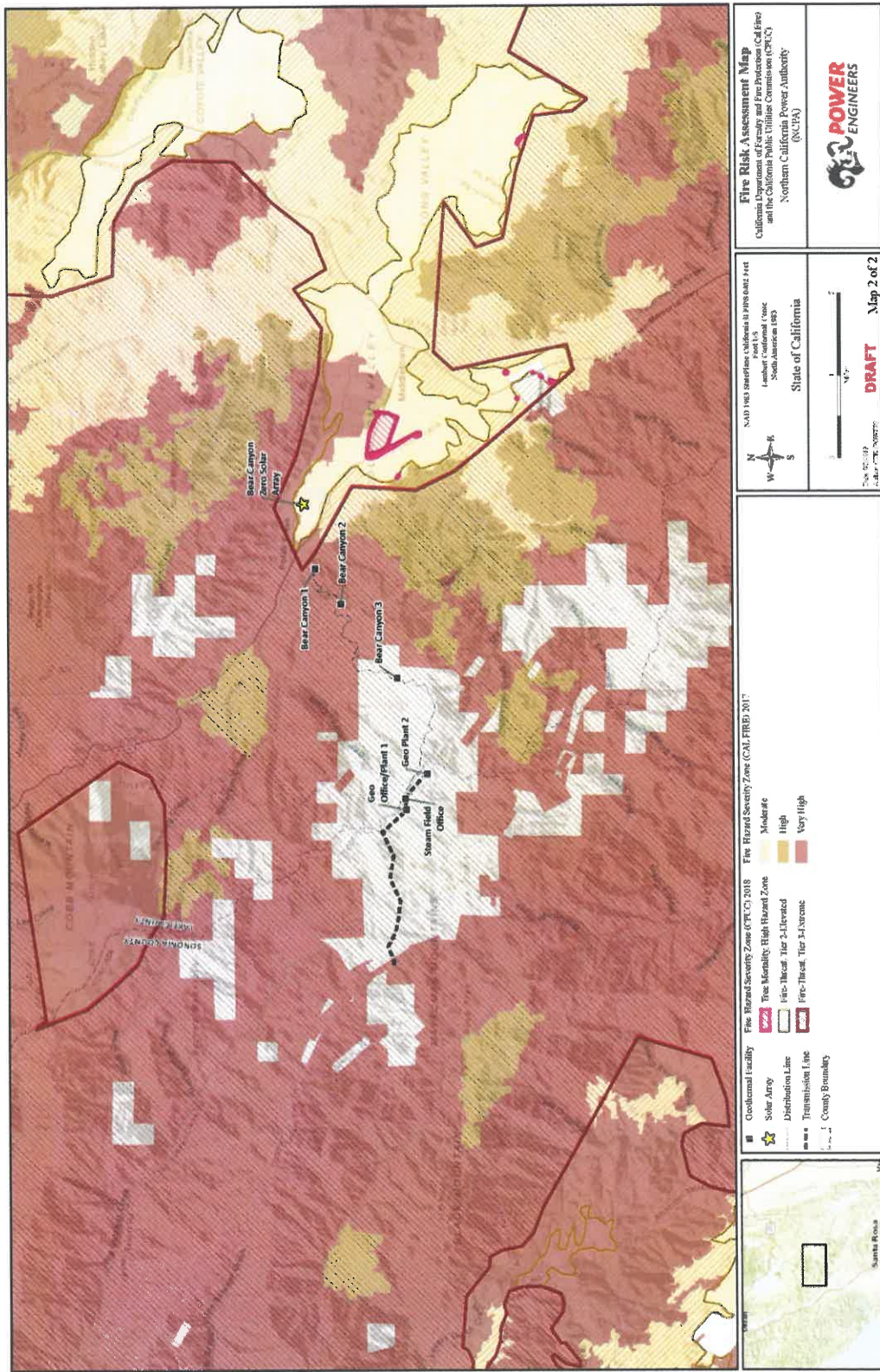
## 8. INDEPENDENT AUDITOR

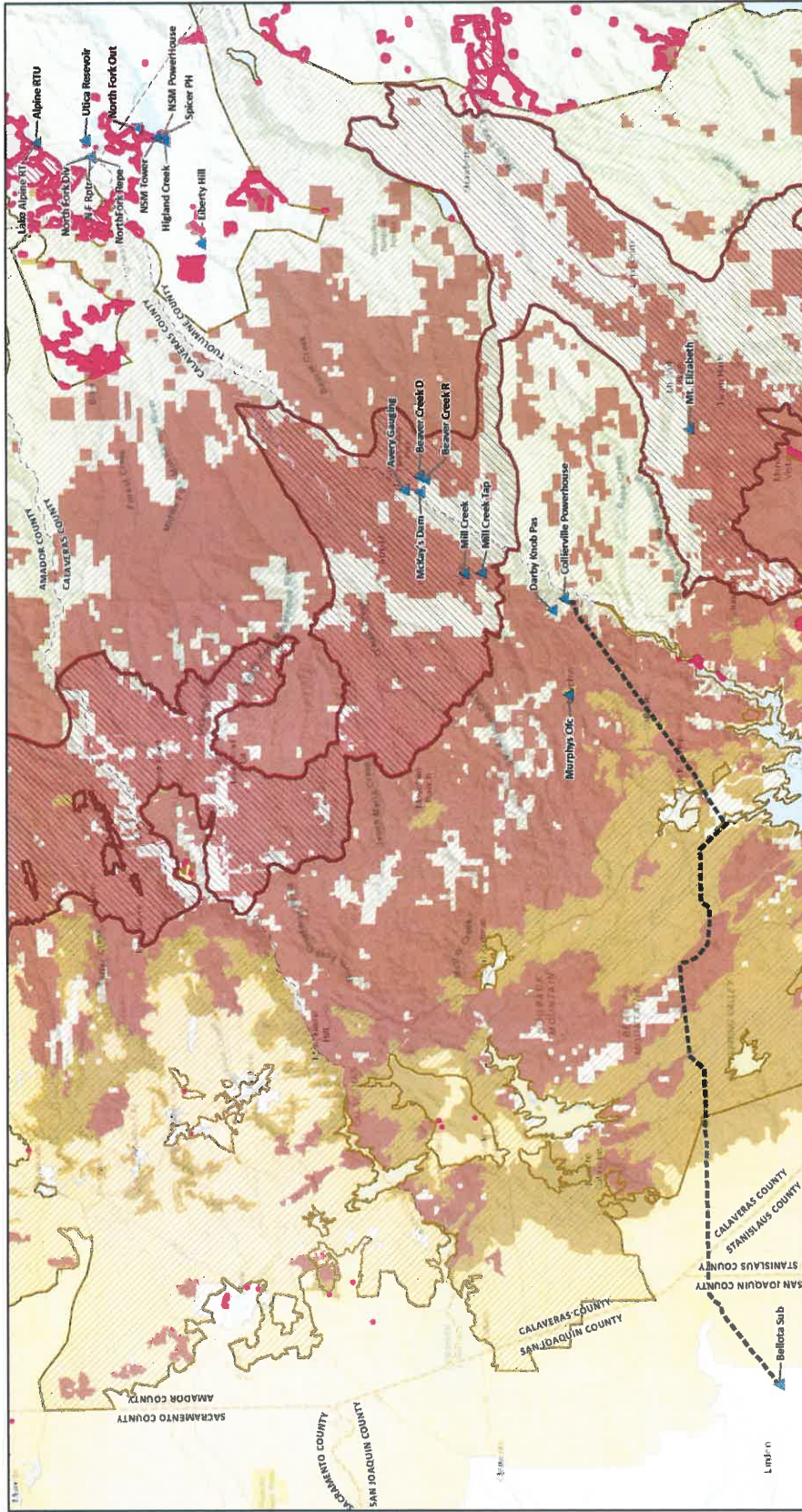
In 2019, NCPA anticipated that the CPUC would provide a list of qualified independent evaluators. In lieu of such a list, NCPA drew from a list it compiled following a Request for Qualifications issued in June 2019. The selection was based on competitive bid.

In 2020, NCPA competitively bid and contracted with a qualified independent evaluator, Dudek, with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of this WMP. The independent evaluator issued a report (that is attached as an appendix to this report) and posted to the NCPA website. The independent evaluation and report were completed April 30<sup>th</sup> 2020. NCPA Commission approved with qualified independent evaluator recommendations issued May 28, 2020 per Resolution 20-43.

In 2021, NCPA competitively bid and contracted with a qualified independent evaluator, Dudek, to review this WMP using the recommendations provided by the Wildfire Safety Advisory Board's (WSAB) "Guidance Advisory Opinion for the 2021 Wildfire Mitigation Plans of Electric Publicly Owned Utilities and Cooperatives" published and approved December 9, 2020. Per the WSAB, "The guidance document should be viewed as offering an efficient way to meet the WMP requirements in Public Utilities Code Section 8387(b)(2), not as adding to the statutory requirements." NCPA Commission approved with qualified independent evaluator recommendations issue May XX, 2021 per Resolution 21-XX.

# APPENDIX 1 – FIRE RISK ASSESSMENT MAPS





**Fire Risk Assessment Map**  
 California Department of Forestry and Fire Protection (CAL FIRE)  
 and the California Public Utilities Commission (CPUC)  
 Northern California Power Authority  
 (NCPA)



NAD 1983 StatePlane California II FIPS 4002 2414  
 Foot US  
 Lambert Conformal Conic  
 North American 1983  
 State of California  
 Date: 8/20/20  
 Author: CTE/POWER

Map 1 of 2

**Legend**

- Hydro Facility
- Transmission Line
- County Boundary
- Fire Hazard Severity Zone (CAL FIRE) 2017
  - Moderate
  - High
  - Very High
- Fire Hazard Severity Zone (CPUC) 2018
  - Tree Mortality, High Hazard Zone
  - Fire-Threat, Tier 2-Elevated
  - Fire-Threat, Tier 3-Extreme



## APPENDIX 2 – INDEPENDENT EVALUATOR REPORT

852 LINCOLN WAY, SUITE 208  
AUBURN, CALIFORNIA 95603  
TEL: 916-881-8800 FAX: 916-887-1250

April 30, 2020

12108.02

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

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

Dear Mr. Lawson:

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

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

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

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

**DUDEK**

1

12108.02  
April 2020

Mr. Jeremy Lawson

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

Should you have any questions or require additional information, please do not hesitate to contact me at (530) 883-4850.

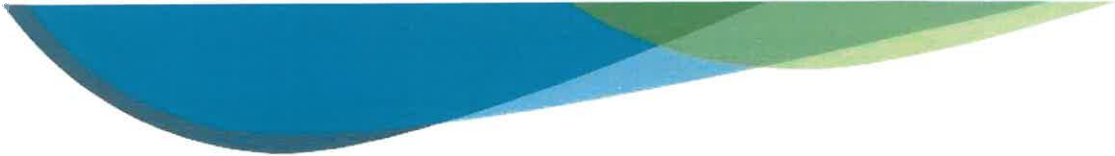
Sincerely,



---

Scott Eckardt, RPF  
Project Manager

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



# Attachment A

---

Required WMP Elements under PUC Section 8387(b)



## Required WMP Elements under PUC Section 8387(b)

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

May 3, 2021

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

*Subject: Independent Evaluation Report of Northern California Power Agency's Wildfire Mitigation Plan Ver. 1.2*

## I. INTRODUCTION

Northern California Power Agency (NCPA) contracted with Dudek to engage in an independent evaluation of its Wildfire Mitigation Plan (WMP). This independent evaluation report (Report) describes the technical review and evaluation of the WMP prepared by Dudek, performed in April 2021 and completed on April 26, 2021.

Dudek conducted an evaluation of NCPA's WMP, as required under California Public Utilities Code (PUC) §8387(b). PUC §8387(b), as modified by Senate Bill (SB) 901, and the Administrative Law Judge's Ruling issued on January 17, 2019 in California Public Utilities Commission (CPUC) Docket No. R.18-10-007 (ALJ Ruling), applies to local publicly owned electric utilities and required preparation of a WMP before January 1, 2020, and revising/updating the WMP in 2020 and annually thereafter.

The WMP requirements are codified in PUC §8387(b)(2) for local publicly owned electric utilities (POUs). PUC §8387(c) requires that an independent evaluator review and assess the comprehensiveness of a POU's WMP and issue a summary report.

Dudek conducted an initial review of NCPA's WMP (version 1.2) and provided recommendations for clarifications/modifications on April 8, 2021. The focus of the evaluation was to determine whether the WMP included all elements required under PUC §8387(b)(2) (listed in Attachment A). The following summarizes the recommended clarifications/modifications identified during the initial review, by required element. Required elements not identified below were determined to satisfactorily meet code requirements in the WMP.

- 8387(b)(2)(A): While the organizational structure, responsible department and responsible position are identified, it is not clear what the responsible position's responsibilities are for executing the WMP.
- 8387(b)(2)(C): Add description of programs. Reference is made to the line maintenance program. No definitive description is provided for the proposed programs.
- 8387(b)(2)(E): Include discussion of application of previous metrics. No reference is included regarding the impacts on the WMP from past metrics.
- 8387(b)(2)(F): Enhance section to clarify role as wholesaler vs. retailer. Reclosers are not employed. Impacts to Public Safety is addressed; any impacts would be addressed by providers of Public Safety Power Shutoffs (PSPS). Any de-energization is coordinated with CAL FIRE and PG&E.

**DUDEK**

1

12108.04  
May 2021

- 8387(b)(2)(G): Enhance section to clarify role as wholesaler vs. retailer. As a wholesale provider NCPA has no retail customers; any impacts would be addressed by providers of PSPS.
- 8387(b)(2)(J): Add list of risks and risk drivers related to design, construction, operation and maintenance; they currently are not addressed.
- 8387(b)(2)(K): Not addressed. Rather than referring solely to the High Fire-Threat District, include description of the local geography, any specific areas of concern and identification of any changes to be made.
- 8387(b)(2)(M): Needs clarification and details. Statement is very limited with no details, only that restoration will occur in coordination with PG&E and General Order (GO) 646 procedures. The section should be enhanced to include details on PG&Es restoration efforts and the GO 646 procedure.
- 8387(b)(2)(N): The section should be enhanced to include details on how the monitoring will occur throughout the year. It is not clear how deficiencies are identified. Clarification is needed whether or not the proposed effectiveness inspection methods are actually taking place, and if so, by whom.

Following updates to all of the above, the WMP was found to meet all the requirements of PUC §8387(b)(2).

In addition, though not required to do so, NCPA requested Dudek to conduct an evaluation of the WMP for compliance with the Wildfire Safety Advisory Board 2020 WMP guidance recommendations. Following updates, the WMP was found to meet all the recommendations of the Guidance Advisory Opinion for 2021 WMPs (See Attachment B for Compliance Matrix).

## II. WILDFIRE MITIGATION PLAN REQUIREMENTS

### A. Senate Bill 901

Per Senate Bill (SB) 901, all Publicly Owned Utilities (POUs) are required to adopt a Wildfire Mitigation Plan (WMP), which shall be reviewed by an independent third-party evaluator. SB 901 requires the governing board to determine whether any portion of the geographical area where the utility's overhead electrical lines and equipment are located has a significant risk of catastrophic wildfire resulting from those electrical lines and equipment. The bill directs electrical utilities to annually prepare WMPs that include several mitigation and response elements in each utility's strategies, protocols, and programs. Each electric utility is to prepare and adopt a comprehensive WMP before January 1, 2020. The requirements for POUs are presented in PUC §8387. In addition, the WMP shall be reviewed by an approved, independent, third-party evaluator to review and assess the comprehensiveness of, and the POU's compliance with, this Plan.

### B. AB 1054 & AB 111

Per Assembly Bill (AB) 1054, POUs must annually submit a WMP to the California Wildfire Safety Advisory Board, which will review the WMP and provide recommendations on mitigating wildfire risk. AB 1054 contains similar WMP requirements to SB 901 but allows WMPs of a three-year, rather than one-year duration.

AB 111 establishes the Wildfire Safety Division within the Public Utilities Commission.

### C. Northern California Power Agency WMP Requirements

PUC §8387(b)(2) lists the statutory requirements for WMPs. These are the specific elements that the independent evaluator must review in order to make its determination for this report. The specific elements that must be addressed in NCPA's WMP are included in Table A (see Attachment A) and are summarized here for reference.

- The responsibilities of persons responsible for executing the plan.
- The objectives of the wildfire mitigation plan.
- The preventive strategies and programs to be adopted to minimize the risk of its electrical lines and equipment causing catastrophic wildfires.
- The metrics to use to evaluate the wildfire mitigation plan's performance.
- How the application of previously identified metrics has informed the wildfire mitigation plan.
- Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts.
- Procedures for notifying a customer who may be impacted by the deenergizing of electrical lines.
- Plans for vegetation management.
- Plans for inspections of the electrical infrastructure.
- Description of all wildfire risks, and drivers for those risks, throughout the service territory, including design, construction, operation, and maintenance of equipment and facilities, and topographic and climatological risk factors.
- Identification of any geographic area in the service territory that is a higher wildfire threat than is identified in a commission fire threat map.
- Identification of enterprise-wide safety risk and wildfire-related risks.
- How the service will be restored after a wildfire.
- The processes and procedures used to monitor and audit the implementation of the wildfire mitigation plan, identify any deficiencies, and the effectiveness of electrical line and equipment inspections.

### III. DESCRIPTION OF NORTHERN CALIFORNIA POWER AGENCY

NCPA is a Joint Powers Agency, which owns and operates electrical generation facilities. NCPA is governed by a Commission comprised of one representative for each of its public power utility members.

The WMP applies to a geothermal facility and a hydro facility that are located in two different geographical areas. These two facilities contain electrical equipment in high fire threat locations. The geothermal plant is located around the Geyser territory in Lake County and the Hydro Electric Facility is located in the North Fork Stanislaus River watershed (Calaveras County).

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

NCPA has taken appropriate actions to help prevent and respond to the increasing risk of devastating wildfires by following all applicable design, construction, operation, and maintenance requirements that reduce safety risks associated with its electric system.

#### IV. INDEPENDENT EVALUATION

##### *A. Independent Evaluator Requirement*

PUC §8387 requires each POU to “contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan.” Additionally, the independent evaluator’s assessment of the comprehensiveness of the POU’s WMP must be issued in a report that is both posted to the POU’s website and presented at a public meeting of the POU’s governing board.

##### *B. Dudek’s Qualifications*

According to PUC §8387(c), the qualified independent evaluator that performs the assessment of NCPA’s WMP must have “experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan.” NCPA has determined that Dudek is the independent evaluator who adequately understands the local conditions and fire risks of the service area.

##### *C. Evaluation Methodology*

Dudek evaluated the comprehensiveness the NCPA WMP on the following measures:

- **Statutory Compliance:** Dudek ensured that each required element specified in PUC §8387 is either addressed in NCPA’s WMP or that NCPA has sufficiently described why that element is not applicable due to NCPA’s size, geography, system or other relevant factor.
- **Industry Comparison:** Dudek is familiar with existing industry practices and has reviewed the local POU WMPs previously filed with the CPUC. Dudek has compared NCPA’s WMP against existing practices and any comparable actions planned by the POU’s.

##### *D. Metrics*

The NCPA WMP uses the following metrics to measure performance of its wildfire mitigation measures: (1) number of fire ignitions, and (2) wires down events. Dudek has determined that these are appropriate metrics for this WMP. Dudek will continue to monitor the metrics selected in the CPUC’s current Wildfire Mitigation Plan rulemaking for utilities (per R.18-10-007) and determine if any additional metrics are applicable to POU’s and should be incorporated into future WMPs.

#### V. EVALUATION OF THE NORTHERN CALIFORNIA POWER AGENCY WILDFIRE MITIGATION PLAN

##### *A. Minimizing Wildfire Risks*

PUC §8387(a) requires the following: Each local publicly owned electric utility and electrical cooperative shall construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of wildfire posed by those electrical lines and equipment.

The WMP describes the safety related measures that NCPA follows to reduce its risk of causing wildfires. Dudek has determined that NCPA complies with this standard due to the construction of NCPA’s equipment and resources.

*B. Evaluation of WMP Elements*

Dudek found that NCPA's WMP meets the statutory requirements of comprehensiveness per PUC §8387. The review of the WMP's elements is summarized relative to the application of the WMP. The table in Attachment A lists each required element for NCPA's WMP and provides Dudek's assessment of the comprehensiveness of that element within the WMP.

Below is a brief summary of WMP elements as required by PUC §8387, including restating sections of the WMP where applicable.

**8387(b)(2)(A): Responsibilities of Persons Responsible for Executing the Plan.**

Under the direction of the Assistant General Manager for Generation Services, the plant managers are responsible for implementation and execution of the WMP with respect to their facilities.

**8387(b)(2)(B): Objectives of the Wildfire Mitigation Plan**

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

**8387(b)(2)(C): Prevention Strategies and Programs**

NCPA's strategies to reduce wildfire risk include continuous evaluation and improvement of its programs and procedures: including NCPA's (1) facility maintenance program, (2) emergency operating procedures, (3) vegetation management programs, and (4) asset documentation programs. These programs include all details such as goals, objective or percentage, monitor ongoing work, accomplishments, internal and external audits, and detailed reports.

**8387(b)(2)(D): Metrics and Assumptions for Measuring WMP Performance**

The NCPA WMP uses two metrics to measure performance of its wildfire mitigation measures: (1) number of fire ignitions, and (2) wires down events. Dudek has determined that these are appropriate metrics for this WMP.

**8387(b)(2)(E): Impact of Previous Metrics on WMP**

The metrics show zero incidents and indicate success; no WMP changes due to metrics.

**8387(b)(2)(F): Reclosing Protocols**

NCPA does not own or use automatic reclosers on its 230 kV within the scope defined in this WMP.

**8387(b)(2)(G): De-energization Notification Procedures**

In the event of active fire situations, NCPA may be directed by CAL FIRE to de-energize the lines for firefighter and/or aircraft protection. If CAL FIRE requests de-energizing both of the lines, the NCPA Dispatch Center will shut down units before de-energizing these lines.

**8387(b)(2)(H): Vegetation Management**

NCPA has developed and implemented a Transmission Vegetation Management Program (TVMP) to establish the vegetation maintenance requirements for each facility to achieve reliability of its generation interconnection system. The NCPA document defines procedures for vegetation management. NCPA's

TVMP is the plan for all types of vegetation associated with utility infrastructure, from the ground to the sky, which includes vegetation above and below electrical lines.

**8387(b)(2)(i): Inspections**

NCPA performs annual inspections of its transmission and distribution facilities in accordance with General Order 95 and General Order 165. In addition to its annual ground-based inspection, NCPA may augment inspections with aerial drone and/or helicopter surveys.

**8387(b)(2)(j)(i): Risks and Risk Drivers Associated with Design and Construction Standards**

Risks and risk drivers related to design, construction, operation and maintenance include equipment/structure/facilities, object to wire or equipment contact, wire to wire contact, vehicle operations, vegetation clearing, and hot work.

**8387(b)(2)(j)(ii): Risks and Risk Drivers Associated with Topographic and Climatological Risk Factors**

Risks and risk drivers related to Topographic and Climatological Risk Factors include extended drought, vegetation type, vegetation density, weather, high winds, prevailing winds, terrain, changing weather patterns and communities at risk.

**8387(b)(2)(k): Geographical Area of Higher Wildfire Threat**

To identify the areas of NCPA's service territory that are at an elevated or extreme risk of power line-ignited wildfire, NCPA has incorporated the High Fire-Threat District into its construction, inspection, maintenance, repair, and clearance practices, where applicable.

**8387(b)(2)(l): Enterprise-wide Safety Risks**

NCPA regularly evaluates enterprise safety risks, which include severe operating conditions and contingencies. NCPA also performs regular analysis of risks to improve the ability to manage the risks effectively.

**8387(b)(2)(m): Restoration of Service**

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

**8387(b)(2)(n)(i): Monitoring and Auditing WMP Implementation**

The WMP is presented to the NCPA Commission on an annual basis along with metrics and a summary of updates.

**8387(b)(2)(n)(ii): Identifying and correcting WMP deficiencies**

NCPA may correct deficiencies and implement plan improvements as needed. Improvements will be documented in the annual report to the NCPA Commission.

**8387(b)(2)(n)(iii): Monitoring and Auditing the effectiveness of inspections**

NCPA uses General Orders 95 and 165 as guides to inspect its electric supply system.

**CONCLUSION**

Dudek concludes that the Northern California Power Agency Wildfire Mitigation Plan comprehensively addresses all of the applicable statutory required elements for a Publicly Owned Utilities' WMP as specified in California

**DUDEK**

Independent Evaluation Report of Northern California Power Agency's Wildfire Mitigation Plan

Public Utilities Code Section 8387, and has been updated to include modifications from the previous year's WMP. Dudek further finds that NCPA has taken reasonable actions to minimize the risk that its lines or equipment will cause a wildfire.

Prepared by,



---

Douglas V. Nickles, RPF  
Fire Protection Specialist

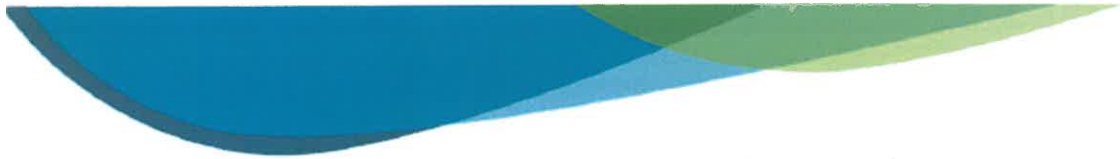
Att: A. WMP Required Element Compliance Matrix under PUC Section 8387  
B. Wildfire Safety Advisory Board 2020 Guidance Recommendations Compliance Matrix  
cc: Scott Eckardt, Dudek

**DUDEK**

7

12108.04  
May 2021





# Attachment A

---

## WMP Required Element Compliance Matrix under PUC Section 8387

Attachment A

Required WMP Elements under PUC Section 8387(b)

WMP Required Element per PUC Sec 8387(b)(2)	NCPA WMP Section	IE's Assessment of WMP based on PUC Sec. 8387 Requirements	Responsible Party Revisions	IE's 2nd Assessment of WMP
(A): An accounting of the responsibilities of persons responsible for executing the plan.	Sec. 3.A Utility Governance Structure. Generation Services Assistant General Manager.	Needs clarification of responsibilities. While the organizational structure, responsible department and responsible position are identified, it is not clear what the responsible position's responsibilities are for executing the WMP.	NCPA - Complete. Added "and responsible for executing the WMP"	Meets requirements as modified.
(B): The objectives of the wildfire mitigation plan.	Executive Summary and Sec. 1.B. Purpose of the WMP. 2. Goals.	Meets requirements.	NA	Meets requirements.
(C): A description of the preventive strategies and programs to be adopted by the local publicly owned electric utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.	Sec. 5.A. Preventative Strategies and Programs. Sec. 5.C. Potential Climate Change Effects. Sec. 5.D. Potential Climate Change Risk Management Impacts.	Add description of programs. Reference is made to the line maintenance program. No definitive description is provided for the proposed programs.	NCPA - Complete. Revised NCPA's (1) facility maintenance program, (2) emergency operating procedures, (3) vegetation management programs, and (4) asset documentation programs.	Meets requirements as modified.
(D): A description of the metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's performance and the assumptions that underlie the use of those metrics.	Sec. 7.A. Metrics and Assumptions for Measuring Plan Performance.	Meets requirements.	NA	Meets requirements.

WMP Required Element per PUC Sec 8387(b)(2)	NCPA WMP Section	IE's Assessment of WMP based on PUC Sec. 8387 Requirements	Responsible Party Revisions	IE's 2nd Assessment of WMP
(E): A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.	Sec. 7.B. Impact of Metrics on Plan.	Include discussion of application of previous metrics. No reference is included regarding the impacts on the WMP from past metrics.	NCPA - Complete. Added "2020 WMP Impact Due to Metrics" along with establishing metric summaries to review.	Meets requirements as modified.
(F): Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.	Sec. 5.I. Reclosing Policy. Sec. 5.J. De-Energization. Sec. 5.J.1. Impacts to Public Safety.	Enhance section to clarify role as wholesaler vs. retailer. Reclosers are not employed. Impacts to Public Safety is addressed; any impacts would be addressed by providers of PSPS. Any de-energization is coordinated with Cal Fire and PG&E.	NCPA - Complete. Changed "employ" to "own."	Meets requirements as modified.
(G): Appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines. The procedures shall direct notification to all public safety offices, critical first responders, health care facilities, and operators of telecommunications infrastructure with premises within the footprint of potential deenergization for a given event.	Sec. 5.J.2. Customer Notification Protocols.	Enhance section to clarify role as wholesaler vs. retailer. As a wholesale provider NCPA has no retail customers; any impacts would be addressed by providers of PSPS.	NCPA - Complete. Added wholesaler vs retailer clarification.	Meets requirements as modified.
(H): Plans for vegetation management.	Sec. 5.F. Vegetation Management.	Meets requirements.	NA	Meets requirements.

Attachment A  
 Required WMP Elements under PUC Section 8387(b)

WMP Required Element per PUC Sec 8387(b)(2)	NCPA WMP Section	IE's Assessment of WMP based on PUC Sec. 8387 Requirements	Responsible Party Revisions	IE's 2nd Assessment of WMP
(i): Plans for inspections of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.	Sec. 5.G. Inspections.	Meets requirements.	NA	Meets requirements.
(j): A list that identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory. The list shall include, but not be limited to, both of the following: (i) Risks and risk drivers associated with design, construction, operation, and maintenance of the local publicly owned electric utility's or electrical cooperative's equipment and facilities. (ii) Particular risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric utility's or electrical cooperative's service territory.	Sec. 4. Wildfire Risks and Drivers. Sec. 4.A. Risks Associated with Topographical and Climatological Factors.	Add list of risks and risk drivers related to design, construction, operation and maintenance; they currently are not addressed.	NCPA - Complete. Clarified 4.B. are Risks and risk drivers related to design, construction, operation and maintenance that could create fire ignition sources.	Meets requirements as modified.

Attachment A  
 Required WMP Elements under PUC Section 8387(b)

WMP Required Element per PUC Sec 8387(b)(2)	NCPA WMP Section	IE's Assessment of WMP based on PUC Sec. 8387 Requirements	Responsible Party Revisions	IE's 2nd Assessment of WMP
(K): Identification of any geographic area in the local publicly owned electric utility's or electrical cooperative's service territory that is a higher wildfire threat than is identified in a commission fire threat map, and identification of where the commission should expand a high-fire threat district based on new information or changes to the environment.		Not addressed. Rather than referring solely to the High Fire-Threat District, include description of the local geography, any specific areas of concern and identification of any changes to be made.	NCPA - Complete. Addressed in 4.c. "NCPA has reviewed current CAL FIRE hazard severity zone and CPUC fire-threat maps with respect to agency facilities, as shown in Appendix 1. These maps have not been adjusted since the noted publication dates nor have any local agencies imposed any expansions to the maps."	Meets requirements as modified.
(L): A methodology for identifying and presenting enterprise-wide safety risk and wildfire-related risk.	Sec. 4.B. Enterprise-wide Safety Risks.	Meets requirements.	NA	Meets requirements.
(M): A statement of how the local publicly owned electric utility or electrical cooperative will restore service after a wildfire.	Sec. 7. Restoration of Service.	Needs clarification and details. Statement is very limited with no details, only that restoration will occur in coordination with PG&E and GO-646 procedures. The section should be enhanced to include details on PG&Es restoration efforts and the GO-646 procedure.	NCPA - Complete. Revised this plan to include the statement NCPA will follow PM-201 and Geothermal Facilities Maintenance Procedure (GO-646) specifically address restoration for Hydro and Geothermal facilities respectively. These procedures contain the steps that must be taken to restore such as inspecting, repairing, testing, and finally restoring.	Meets requirements as modified.

Attachment A

Required WMP Elements under PUC Section 8387(b)

WMP Required Element per PUC Sec 8387(b)(2)	NCPA WMP Section	IE's Assessment of WMP based on PUC Sec. 8387 Requirements	Responsible Party Revisions	IE's 2nd Assessment of WMP
<p>(N): A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following: (i) Monitor and audit the implementation of the wildfire mitigation plan. (ii) Identify any deficiencies in the wildfire mitigation plan or its implementation, and correct those deficiencies. (iii) Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors, that are carried out under the plan, other applicable statutes, or commission rules.</p>	<p>Sec. 7.C. Monitoring and Auditing the Plan. Sec. 7.D. Identifying and Correcting Deficiencies in the Plan. Sec. 7.E. Monitoring the Effectiveness of Inspections.</p>	<p>The section should be enhanced to include details on how the monitoring will occur throughout the year. It is not clear how deficiencies are identified. Clarification is needed whether or not the proposed effectiveness inspection methods are actually taking place, and if so, by whom.</p>	<p>NCPA - Complete. Added yearly metrics summary including impact to the plan from the metrics summary.</p>	<p>Meets requirements as modified.</p>



# Attachment B

---

## Wildfire Safety Advisory Board 2020 WMP Guidance Recommendations

WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
<b>1. Plan Structure – risk profile</b>				
a) The WMP and Independent Evaluator Reports should be prominently displayed and easily located on the POU websites.	NA	Reports are displayed on POU website.	NCPA - Complete. <a href="http://www.ncpa.com/bidding-opportunities-and-public-notifications/environmental-documents/">http://www.ncpa.com/bidding-opportunities-and-public-notifications/environmental-documents/</a>	Meets WSAB recommendation.
b) Include an Index or table that shows where each section of the statute is addressed in the WMP.	Not included.	Include the statute compliance spreadsheet developed by Dudek as Appendix.	Dudek	Meets WSAB recommendation.
c) Include context-setting information at the beginning of each POU plan about each POU's risk profile in accordance with the statutory requirements Public Utilities Code Section 8387(b)(2)	Not included.	Prepare the requested context-setting information and include in Section 1.	NCPA - Complete. Added "NCPA is a Joint Powers Agency, which owns and operates electrical generation. The scope of this plan applies the Geothermal Facility and the Hydro Facility that are located in two different geological areas. These two facilities contain electrical equipment in high fire threat locations. The Geothermal Plant is located around the Geyser territory in Lake County and the Hydro Electric Facility is located in around North Fork Stanislaus."	Meets WSAB recommendation.



Attachment A  
 Required WMP Elements under PUC Section 8387(b)

WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
d) Apply the Board developed template for review of POU WMPs	Not included.	Prepare the requested template and include in Section 1 (attached below).	NCPA. Complete created new table section 1.	Meets WSAB recommendation.
<b>2. Plan Structure – approval process</b>				
a) Provide a paragraph describing the public review process of the plan and how it is approved, if required	Not included.	Prepare the requested paragraph and include in Section 1.	NCPA. Completed. Added to the purpose of the plan to help fill in the overall story. Very ending paragraph to the appending process. "In 2020, This WMP was presented and recorded at a public Brown Act Meeting and is posted on a public website domain..."	Meets WSAB recommendation.
b) Include additional data on monitoring and auditing and how that information is presented	Not included.	Prepare the requested additional data regarding how the information is presented and include in Section 7.C.	NCPA. Complete. Revised to "This WMP is presented to the NCPA Commission on an annual basis along with metrics and a summary of updates."	Meets WSAB recommendation.

WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
c) Provide a brief explanation on each funding mechanism to be used to perform wildfire mitigation	Not included.	Prepare the requested explanation for each wildfire mitigation funding mechanism and include in the respective section (i.e., 3.B., 3.C., 5.A., 5.F, 5.G, 5.H).	NCPA - Complete. The following statement applies to all funding authority "NCPA is governed by a Commission comprised of one representative for each member. The Commission is responsible for the general management of the affairs, property, and business of the Agency. Under the direction of the General Manager, the staff of the Agency is responsible for providing various administrative, operating and planning services for the Agency. This establishes all funding and is applied to all wildfire funding mechanisms in this plan (i.e., 3.B., 3.C., 5.A., 5.F, 5.G, 5.H)."	Meets WSAB recommendation.
<b>3. Plan Structure – Independent evaluations</b>				
a) IEs should perform a robust evaluation of the contents and substance of the POU's WMP	NA	Dudek to perform the requested evaluation.	Dudek	Meets WSAB recommendation.
b) Include evaluations of how each POU compares to the IE's assessment of industry standards	NA	Dudek to perform the requested evaluation.	Dudek	Meets WSAB recommendation.
<b>4. Plan structure – Utility groupings</b>				

Attachment A  
 Required WMP Elements under PUC Section 8.387(b)

WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
a) 2021 POU WMPs and/or updates should be based on the guidelines		WMP to be updated in accordance with the recommended guidelines.	NCPA - Complete. This evaluation serves as a WMP updated based on Dudek's and WSAB recommendations.	Meets WSAB recommendation.
b) The industry should create a revised template that reflects the learnings from the 2020 initial effort	NA	NA	NA	NA
<b>5. Customer Impacts – PSPS shutoffs</b>				
a) Utilities should provide the context-setting information	Sec. 5.J.2. Customer Notification Protocols	The context-setting information should be enhanced in this section to reference customer impacts as well as customer notification (re-emphasize role as wholesaler vs. retail provider). Consider adding a separate Customer Impacts section.	NCPA - Complete. Revised as "NCPA provides wholesale power to City's and utilities typically known as NCPA members. Since NCPA does not have retail customers, like commercial or private residences, no customer notification protocols are in place."	Meets WSAB recommendation.
b) Include a detailed protocol to address these concerns to understand the strategic direction and effectiveness of each POU	Sec. 5.J.2. Customer Notification Protocols	See 5.a) above.	NCPA - Complete. Revised as "NCPA provides wholesale power to City's and utilities typically known as NCPA members. Since NCPA does not have retail customers, like commercial or private residences, no customer notification protocols are in place."	Meets WSAB recommendation.
<b>6. Customer impacts – communication plans</b>				

WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
a) Describe the specific methods, content, and timing used to communicate with customers	Sec. 5.J.2. Customer Notification Protocols	The communication information should be enhanced in this section to reflect the context-setting information requested as noted above in 5.a).	NCPA - Complete. Revised as "NCPA provides wholesale power to City's and utilities typically known as NCPA members. Since NCPA does not have retail customers, like commercial or private residences, no customer notification protocols are in place."	Meets WSAB recommendation.
b) Provide an evaluation of whether the current method of emergency communication appears sufficient and, if not, what can be done to improve it, especially protocols for notifying customers, essential service providers, and other critical facilities of IOU or self-triggered PSPS events	Sec. 5.J.2. Customer Notification Protocols	See 5.a) above.	NCPA & Duke - Complete. "Complete. Revised as "NCPA provides wholesale power to City's and utilities typically known as NCPA members. Since NCPA does not have retail customers, like commercial or private residences, no customer notification protocols are in place."	Meets WSAB recommendation.
<b>7. The Grid – hardening</b>				
a) Provide information on existing and planned system upgrades	Sec. 2.B. Resiliency of the Electric Grid	Enhance this section to provide specific examples of upgrades as requested.	NCPA - Complete. NCPA is a relatively smaller utility with a small asset count. The list is updated and on S.A. (1)	Meets WSAB recommendation.
b) Provide details of each utility's system hardening and grid design programs described in the WMP filing	Sec. 2.A. Minimizing Sources of Ignition	Enhance this section to provide details of programs as requested.	NCPA - Complete. Organized programs and procedures S.A.	Meets WSAB recommendation.

WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
c) Indicate the goals of the programs and the risk any particular program is designed to mitigate	Sec. 2 Goals	Enhance this section to show nexus between goals, programs and mitigation as requested.	NCPA - Complete. Revised and organized programs and procedure in Section 5.	Meets WSAB recommendation.
d) Provide the approach to PSPS mitigation and prevention	Sec. 3.C. Wildfire Response and Recovery; Sec. 5.J.1. Impacts to Public Safety; Sec. 5.J.2. Customer Notification Protocols	The PSPS information should be enhanced to reference mitigation and prevention as requested (re-emphasize role as wholesaler vs. retail provider). Consider adding a separate "PSPS" section.	NCPA - Complete. Added NCPA's wholesaler information to first paragraph for clarification.	Meets WSAB recommendation.
e) Identify any supply shortages	NA	Identify any supply shortages as requested. See 7.d) above.	NCPA - Complete. Updates to include "no supply shortages" in relation to PSPS.	Meets WSAB recommendation.
<b>B. The Grid – Inspections</b>				
a) Describe the unique risks a utility is inspecting for, such as insect, wildfire incursion, wood split, woodpeckers, purposeful insulator destruction, termites, etc., to be included in the WMP	Sec. 5.G. Inspections	Enhance this section to describe the unique risks as requested.	NCPA - Complete. Added "Section 4.B. of this WMP outlines the unique risks NCPA inspects for. "	Meets WSAB recommendation.
b) Describe whether and how system inspections lead to system improvements	Sec. 5.G. Inspections	Enhance this section to describe the resulting system improvements as requested.	NCPA - Complete. Added "NCPA's asset management system also allows these improvements to be evaluated as observations and comments are made when work orders for	Meets WSAB recommendation.

WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
			maintenance items are executed."	
<b>9. The Grid – risks</b>				
a) Consider different options for surfacing, for further consideration and remediation, previously unidentified risks that could lead to catastrophic wildfires	Sec. 4 Wildfire Risks and Drivers	Enhance this section to describe the different options considered as requested.	NCPA - Updated Section 5.A. (1) to add "NCPA's aggressive approach to reduce transmission tie-line risk by completely upgrading insulators on this asset, NCPA's longest line, of 40 Miles. This project was considered a major cost in capital and prioritized for wildfire prevention."	Meets WSAB recommendation.
<b>10. Risk assessment – construction</b>				
a) State the particular wildfire risks associated with system design and construction such as topography and location near a HFTD of another utility	Not included. Wildfire risks are identified in Sec. 4.A., but there is no reference to design and construction.	Include risks associated with design and construction as requested.	NCPA - Complete. Added "There are no new wildfire risks associated to design and construction of new assets. NCPA is currently Operating and Maintain original generating facilities. No new construction in the immediate future."	Meets WSAB recommendation.

WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
			map.page?WT.mc_id=Vanity_weather"	
b) Include information on how and why situational awareness technology is installed, and where on the system	Sec. 5.A. Preventative Strategies and Programs.	Enhance this section with information on technology installation as requested.	NCPA - Complete. Added for clarity. "This information is used in communication and aids to analyze wildfire situations."	Meets WSAB recommendation.
c) Provide insight into decisions that are made not to install situational awareness technology	Sec. 5.A. Preventative Strategies and Programs.	See 11.c) above.	NCPA	Meets WSAB recommendation.
d) Are there constraints such as budgets, availability of equipment, knowledge to effectively deploy, or qualified personnel to install and monitor effectively?	Sec. 5.A. Preventative Strategies and Programs.	Enhance this section to address the constraints listed as requested.	NCPA - Complete. Added to 5.A. "There are no constraints such as budgets, availability of equipment, knowledge to effectively deploy, or qualified personnel to install and monitor effectively."	Meets WSAB recommendation.
e) Provide information about whether this modeling data is received from or	Sec. 5.A. Preventative	Enhance this section to provide information regarding modeling data as requested.	NCPA - Complete. Data source is shared and comes from PGE.	Meets WSAB recommendation.

WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
shared with other agencies, utilities, or fire professionals	Strategies and Programs.			
<b>12. Vegetation Management – utility requirements</b>				
a) Describe treatment plans for all types of vegetation associated with utility infrastructure, from the ground to the sky, which includes vegetation above and below electrical lines	Sec. 5.F. Vegetation Management	Enhance this section to describe the treatment plans as requested (reference is made to the TVMP - provide details).	NCPA - Added clarity that section 5.E. is "NCPA's plan for all types of vegetation associated with utility infrastructure, from the ground to the sky, which includes vegetation above and below electrical lines. "	Meets WSAB recommendation.
<b>13. Vegetation management – personnel qualifications</b>				
a) List the qualifications of any experts relied upon, such as scientific experts in ecology, fire ecology, fire behavior, geology, and meteorology	Sec. 5.F. Vegetation Management	Enhance this section to list the qualifications as requested.	NCPA - Complete added to section 5.E. "NCPA uses a combination of its own staff (manager, supervisor or competent designee) and the retention of qualified consultants (such as scientific experts in ecology, fire ecology, fire behavior, geology, and meteorology) with experience in line design, line construction, NERC Standards compliance, and vegetation management to develop and maintain the TVMP."	Meets WSAB recommendation.



Attachment A  
 Required WMP Elements under PUC Section 8387(b)

WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
b) Specify the level of expertise of the POU staff that manages the contractors performing vegetation management:	Sec. 5.F. Vegetation Management	Enhance this section to specify the level of expertise as requested.	NCPA - Complete. "NCPA uses a combination of its own staff (manager, supervisor or competent designee) and the retention of qualified consultants (such as scientific experts in ecology, fire ecology, fire behavior, geology, and meteorology) with experience in line design, line construction, NERC Standards compliance, and vegetation management to develop and maintain the TVMP."	Meets WSAB recommendation.
c) Describe measures taken to ensure that POU staff and contractors comply with or verify compliance with Cal/OSHA standards on Minimum Approach Distances (MAD)	Sec. 5.F. Vegetation Management	Enhance this section to describe the measures as requested.	NCPA - Complete. The TVMP specifies technical requirements for staff and contractors to comply with or verify compliance with Cal/OSHA standards and NCPA Electrical Safety Procedure GS-103 ensures Cal/Osha and Minimum Approach Distances (MAD).	Meets WSAB recommendation.
<b>14. Vegetation management - innovation</b>				

Attachment A  
 Required WMP Elements under PUC Section 8387(b)

WSAB 2020 WMP Guidance Recommendations	NCPA WMP section	IE's Initial Assessment of WMP based on WSAB Guidance Recommendations	Responsible Party - revisions	IE's 2nd Assessment of WMP
a) Describe whether the POU has considered innovative and alternative approaches to vegetation management such as, but not limited to, requiring property owners to manage vegetation a certain distance from structures or utility lines, and pilot programs in home hardening	Sec. 5.F. Vegetation Management	Enhance this section to describe the approaches considered as requested.	NCPA - No innovative ideas to note.	Meets WSAB recommendation.

## REVISION HISTORY

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

Version 1.1 – NCPA Commission approved recommendations provided by the qualified independent evaluator on May 28, 2020 per Resolution 20-43.

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

Version 1.2 – NCPA Commission approved recommendations provided by the qualified independent evaluator on May 29, 2021 per Resolution 21-XX.

[Dudek summary Place Holder]