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Commission Minutes

Date: July 28, 2022
To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting

1. Call Meeting to Order and Introductions

Chair David Hagele called the meeting to order at 9:34 am at Ironstone Vineyard, 1894 Six Mile Road, Murphys, California. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the June 23, 2022, Regular Commission Meeting.

MOTION: A motion was made by Jerry Serventi, and seconded by Pauline Roccucci approve the Minutes of the June 23, 2022, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present as follows:

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

PUBLIC FORUM

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

Alternate Commissioner Mike Brozo, **Plumas-Sierra**, arrived at the meeting at 9:44 am.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update –

- Recognized the promotions of Michael DeBortoli at the new Assistant General Manager of Generation Services, and Brynna Bryant as the new Human Resources Manager.
- Provided a brief overview of the new Telecommute Policy that was discussed and approved by the Executive Committee. The policy will be brought to the full Commission next month for approval.
- NCPA hosted a state and federal policy tour on July 18 at the Lodi Energy Center to highlight and build support for the Northern California Pacific partnership on the proposed hydrogen project.
- Participated on a White House sponsored call that morning to discuss efforts to address the severe wildfire threat. On the call were CEOs and wildfire Co-Chairs representing industry, Secretary of Energy, Forest Service, Bureau of Land Management, White House staff, and Randy representing the publicly owned utilities.

4. Executive Committee

Committee Chair David Hagele reported the Executive Committee met once since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel, reviewed and discussed NCPA's existing Emergency Declaration regarding COVID-19, and discussed the nominations of the FY22-23 Slate of Officers, which is item 23 on today's agenda. The Executive Committee recommended Commission approval of the FY22-23 Slate of Officers. The Committee also approved NCPA's proposed Telecommute Policy, which will be brought to the Commission at the August meeting for approval.

The Nominating Committee met and brought to the Executive Committee for approval the nominations of Chair and Vice-Chair of the Legislative and Regulatory Affairs Committee (L&R Committee) and Finance Committee. The Executive Committee approved the appointment of Commissioner Jenelle Osborne as Chair of the L&R Committee and Commissioner David Hagele as Vice-Chair, and Commissioner Catalina Sanchez will continue her appointment as Chair of the Finance Committee. Committee Officers will take office at the regular scheduled Committee meetings in September 2022.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met once since the last Commission meeting. The Committee discussed items 13-20 on the Consent Calendar and item 22 under Discussion / Action. A quorum of the Committee was established, and recommended Commission approval of all items. The next Committee meeting is scheduled for August 3.

6. Finance Committee

Committee Chair Catalina reported the Finance Committee did not meet since the last Commission meeting. The next Finance Committee meeting will be held on August 9.

7. Legal Committee

General Counsel Jane Luckhardt reported the Committee met once since the last Commission meeting. The Committee met in closed session. No reportable action was taken in closed session. The Committee discussed and reviewed the Single Member Services Agreement for Special

Transactions by and between Plumas-Sierra and NCPA. The next Committee meeting is scheduled on August 4.

8. Legislative & Regulatory Affairs Committee

Committee Vice Chair Jenelle Osborne reported the Committee did not meet since the last Commission meeting. However, reported that NCPA hosted an event at the Lodi Energy Center for senior state and federal legislative staff on July 18, to educate them on the potential for the integration of hydrogen at the facility. Attendees included over 40 representatives from across the state legislature, congressional district offices, and the California ISO Board of Governors. The focus has been on ensuring that California's application for hydrogen funding from the US Department of Energy includes the participants at the Lodi Energy Center. The next Committee meeting will be held on August 24.

9. Members' Announcements & Meeting Reporting

Bo Sheppard, **Biggs**, announced that Mark Sorensen, Biggs' City Administrator, accepted the position of City Manager for the City of Chico. Dennis Schmidt has been appointed the interim City Administrator.

CONSENT CALENDAR

Prior to the roll call vote to approve the Consent Calendar, the Commissioners were polled to determine if any Member wished to pull an item or abstain from one or more items on the Consent Calendar.

No items were pulled from the Consent Calendar.

MOTION: A motion was made by Jeff Berkheimer, and seconded by Jenelle Osborne to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20. The motion carried by a majority of those members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART			X
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland			X
Redding	Y	19, 20	
Roseville	Y	19, 20	
Santa Clara	Y	19, 20	
Shasta Lake	Y		
Truckee Donner		18, 19, 20	X
Ukiah	Y		
Plumas-Sierra	Y		

10. NCPA's Financials for the Month Ended June 30, 2022 – approval by all members.

11. Treasurer's Report for the Month Ended June 30, 2022 – accept by all members.

12. Approval of Proposed Amended 2022 NCPA Committee Meeting Calendar – approval by all members.

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

- 13. Resolution 22-77, Provost & Pritchard Consulting Group – Five Year Multi-Task Professional Services Agreement for Engineering 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 Professional Services Agreement with Provost & Pritchard Consulting Group for engineering related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years.
- 14. Resolution, 22-78, Gold Electric, Inc. – Five Year Multi-Task General Services Agreement for Electrical Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities (except the Lodi Energy Center), 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 Gold Electric, Inc. for electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA (except the Lodi Energy Center), NCPA Members, by SCPPA, and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.
- 15. Resolution 22-79, Ponder Environmental Services, Inc. – Five Year Multi-Task General Services Agreement for Waste Removal and Emergency Response Related 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 Ponder Environmental Services, Inc. for waste removal and emergency response related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years.
- 16. Resolution 22-80, Industrial Solution Services, Inc. – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Chemical Purchases; 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 Agreement for Purchase of Equipment, Materials and Supplies with Industrial Solution Services, Inc. for chemical purchases, 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.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.
- 17. Resolution 22-81, Summit Crane Company of Solano, Inc. dba Summit Crane – Five Year Multi-Task General Services Agreement for Crane 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 Summit Crane Company of Solano, Inc. dba Summit Crane for crane services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by

NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years.

- 18. Resolution 22-82, Carroll Mark Mendenhall dba Mendenhall Electric – Five Year Multi-Task General Services Agreement for Electrical Maintenance Services; Applicable to the following: Northern California Power Agency (NCPA) Geothermal Facility** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Carroll Mark Mendenhall dba Mendenhall Electric for electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 over five years, for use at the NCPA Geothermal Facility.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$750,000 over five years.

- 19. Resolution 22-83, Approval of CY 2023 Northern California Power Agency (NCPA) Capacity Pool Rates** – adopt resolution by all members approving the Local Area, System, and Flexible Resource Adequacy capacity rates proposed herein for use in the NCPA Capacity Pool, as further described in Pooling Schedule 4, during the 2023 Resource Adequacy compliance year.

Fiscal Impact: Work associated with developing the NCPA Capacity Pool Local Area, System, and Flexible Resource Adequacy capacity rates was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

- 20. Resolution 22-84, Approval of Amendment to Pooling Schedule 4 of the Second Amended and Restated Pooling Agreement** – adopt resolution for all members approving an amendment to Pooling Schedule 4 of the Second Amended and Restated Pooling Agreement, attached hereto, to enable Pool Members to continue efficiently transacting and transferring Resource Adequacy capacity in the NCPA Capacity Pool, including any non-substantive modifications made to the amendment to Pooling Schedule 4 as approved by NCPA's General Counsel.

Fiscal Impact: Work associated with developing the amended Pooling Schedule 4 was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

- 21. Resolution 22-87, TPR Enterprises, LLC, dba EcoEngineers – Five Year Multi-Task Consulting Services Agreement for Low Carbon Fuel Standard Fuel Pathway Application, Validation, and Verification Consulting Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with TPR Enterprises, LLC, dba EcoEngineers ("EcoEngineers") for Low Carbon Fuel Standard fuel pathway application, validation, and verification consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$350,000 over five years, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$350,000 over five years. This enabling agreement does not commit NCPA to any expenditure of funds.

DISCUSSION / ACTION ITEMS

- 22. Resolution 22-85, Approval of Standard City of San Jose Consulting Services Agreement between the City of San Jose and Northern California Power Agency** – adopt resolution by all members approving the Standard City of San Jose Consultant Agreement between the City of San

Jose (SJCE) and Northern California Power Agency (NCPA) (the "Services Agreement"), and to authorize the General Manager of NCPA, or their designee, to execute the Services Agreement between SJCE and NCPA on behalf of NCPA, including any non-substantive modifications to the Services Agreement approved by NCPA's General Counsel.

Fiscal Impact: In consideration for NCPA's provision of services, for the first one (1) year period during which NCPA supplies services to SJCE, SJCE shall pay NCPA an amount equal to Seven Hundred Thirty Three Thousand Four Hundred Sixty Six (\$733,466), with a 3% annual escalation per year, resulting in total compensation during the Initial Term of the Services Agreement of Two Million Two Hundred Sixty Seven Thousand Seventy Dollars and Six Cents (\$2,267,070.06). NCPA's administrative costs for development and administration of the Services Agreement with SJCE will be allocated to Members in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

Assistant General Manager Tony Zimmer provided a brief overview of the Standard City of San Jose Consulting Services Agreement between the City of San Jose (SJCE) and NCPA. NCPA currently provides a variety of wholesale energy services to SJCE, which will terminate on August 31st. SJCE issued an RFP seeking wholesale energy services from third party suppliers, which NCPA responded to the request, and was selected as the preferred service supplier. The Commission discussed and asked questions regarding staffing and other impacts of the agreement.

MOTION: A motion was made by Jerry Serventi, and seconded by Suds Jain to adopt resolution by all members approving the Standard City of San Jose Consultant Agreement between the City of San Jose (SJCE) and Northern California Power Agency (NCPA) (the "Services Agreement"), and to authorize the General Manager of NCPA, or their designee, to execute the Services Agreement between SJCE and NCPA on behalf of NCPA, including any non-substantive modifications to the Services Agreement approved by NCPA's General Counsel. The motion carried by a majority on a roll call vote of those members present as follows:

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

23. Resolution 22-86, Nomination and Approval of the FY 2022-23 Slate of Officers and At-Large Executive Committee Members – adopt resolution by all members approving the election of the FY 2022-23 Slate of Officers for the positions of Chair and Vice Chair, and five (5) Commissioners as at-large Executive Committee Members.

Fiscal Impact: No monetary impact to the Agency is expected to result from this action.

Chair Hagele reported the Executive Committee met and recommended Commission approval of the proposed FY 22-23 Slate of Officers as noted below. Chair Hagele opened the floor for nominations.

No other nominations were given. Officers and at-large representatives will take office at the regular scheduled meeting of the Commission on September 23, 2022.

Chairman	Jerry Serventi
Vice Chair	Jenelle Osborne
Executive Committee member	David Hagele
Executive Committee member	Suds Jain
Executive Committee member	Pauline Roccucci
Executive Committee member	Catalina Sanchez
Executive Committee member	James "Bo" Sheppard

MOTION: A motion was made by Jerry Serventi, and seconded by Pauline Roccucci to adopt resolution by all members approving the election of the FY 2022-23 Slate of Officers for the positions of Chair and Vice Chair, and five (5) Commissioners as at-large Executive Committee Members as follows: Chairman Jerry Serventi; Vice Chair Jenelle Osborne; Executive Committee members David Hagele, Suds Jain, Pauline Roccucci, Catalina Sanchez, and James "Bo" Sheppard. The motion carried by a majority on a roll call vote of those members present as follows:

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

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The July 28, 2022, Commission meeting was adjourned at 10:34 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
July 28, 2022
COMMISSIONERS
Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	Vice Chair Jerry Serventi
2 - BIGGS	Bo Sheppard
3 - GRIDLEY	Catalina Sanchez
4 - HEALDSBURG	Chair David Hagele
5 - LODI	Jeff Berkheimer
6 - LOMPOC	Jenelle Osborne
7 - PALO ALTO	Eric Filseth
8 - PLUMAS-SIERRA REC	Mike Brozo
9 - PORT OF OAKLAND	ABSENT
10 - REDDING	Nick Zettel
11 - ROSEVILLE	Pauline Roccucci
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	ABSENT
13 - SANTA CLARA	Suds Jain
14 - SHASTA LAKE	ABSENT
15 - TRUCKEE DONNER	Steven Poncelet
16 - UKIAH	Doug Crane

**Northern California Power Agency
Commission Meeting
July 28, 2022
Attendance List**

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

NAME	AFFILIATION
Roger Yang	Alameda Municipal Utility
Terry Crowley	City of Healdsburg
Dan Beans	Roseville Electric
Kathy Watanabe	City of Santa Clara
Basil Wong	Silicon Valley Power
Jane Luckhardt	NCPA
Jane Cirrincione	NCPA
Tony Zimmer	NCPA
Sondra Ainsworth	NCPA
Mike DeBortoli	NCPA
Cary Padgett	NCPA
Brynna Bryant	NCPA
Jake Eymann	NCPA

SUPPORT SERVICES PROGRAM STATUS REPORT

August 18, 2022

Member Name	Designated Representatives	Confirmation NTE Amount	Date Approved
Alameda - AMP	General Manager & AMP General Counsel	\$ 75,000	06/08/16
BART			
Biggs	Utility Director & City Attorney	\$ 125,000	08/09/16
Gridley	City Administrator & City Attorney	\$ 125,000	02/07/22
Healdsburg	City Manager & City Attorney	\$ 50,000	05/06/19
Lodi	Utility Director & City Attorney NTE \$30,000; City Manager & City Attorney NTE \$60,000	\$ 60,000	09/07/16; 05/20/22
Lompoc	Utility Director & City Attorney	\$ 125,000	11/15/16
Palo Alto	City Manager & City Attorney	\$ 85,000	06/05/17
Plumas-Sierra REC			
Port of Oakland	Executive Director & Deputy Port Attorney	\$ 150,000	04/14/16
Redding	Utility Director & City Attorney Procurement Authority Increased	\$ 200,000	04/19/16; 08/20/20
Roseville	Electric Utility Director & City Attorney	\$ 74,999	10/05/15; 05/05/21
Santa Clara	City Manager & City Attorney	\$ 150,000	05/24/16
Shasta Lake	City Manager & General Counsel	\$ 75,000	07/02/19
Truckee Donner PUD	General Manager & General Counsel NTE \$15,000; General Manager, General Counsel & Board President NTE \$250,000	\$ 250,000	11/02/16
Ukiah	Utility Director & City Attorney	\$ 20,000	01/19/22

SSPA CONFIRMATIONS EXECUTED/WORK IN PROGRESS

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0260	City of Roseville	8/18/22	\$ 30,357.00	Montrose Air Quality Services, LLC; Source testing, rata testing, and emissions testing at REU facilities
0258	Alameda Municipal Power	6/6/22	\$ 46,390.00	Dee's Design Box; Graphic design services including branding package development, document creation including newsletters, bill inserts, online ads, and information sheets for FY23.
0257	Truckee Donner PUD	7/1/22	\$ 60,000.00	iParametrics; Grant writing services.
0256	Alameda Municipal Power	8/3/22	\$ 55,377.00	ADM Associates, Inc.; EM&V study on two of AMP's energy efficiency programs, Energy Plus and EAP Plus for FY2020 and 2021.
0255	City of Roseville	5/24/22	\$ 22,990.00	Gannett Fleming, Inc.; structural design calculations and drawings for concrete foundation at Industrial Avenue Substation #1.
0253	City of Palo Alto	7/26/22	\$ 29,250.00	D+R International; provide network access via Qmerit to EV vetted local contractors able to install EV chargers and conduct electric panel upgrades. Online process allows customers to obtain bids for consideration. Including White Label Package with standard reporting. (No actual installation included in the services.)
0251	City of Santa Clara	5/3/22	\$ 42,720.00	Cameron-Cole LLC; perform verification services for Calendar years 2021-2023 CARB Greenhouse Gas emissions and Electric Power Entity reports for compliance with mandatory reporting.
0249	City of Lodi	7/21/22	\$ 92,170.00	Central Coast Energy Services, Inc.; income verification and recertification services for financial rate assistance programs and other income qualified customer programs through FY25.
0246	Port of Oakland	2/3/22	\$ 76,726.00	Aspen Environmental; perform a Utilities Rate Study to provide analysis of the current rate input information and what level of full rate study could be needed.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0245	City of Palo Alto	3/23/22	\$ 44,825.00	Cool the Earth; Energy efficiency services including 12 online Electric Vehicle (EV) 101 or 102 workshops and two group Buy EV Discount campaigns.
0244	City of Palo Alto	2/24/22	\$ 71,800.00	Acterra; host 19 energy efficiency events to raise awareness of electric vehicles and EV adoption.
0243	City of Lompoc	1/24/22	\$ 62,500.00	Utility Financial Solutions; cost of service financial projection and rate design study for the City's utility department.
0242	City of Redding	12/10/21	\$ 26,645.00	Cameron-Cole LLC; verification services for REU power plant GHG emissions for compliance with the Regulation for mandatory CARB reporting. Services for emission years 2021 and 2022.
0241	City of Roseville	3/22/22	\$ 32,500.00	DNV Energy Services USA Inc.; energy efficiency services in CY22 including EMV, verification services, and technical advisory services as requested.
0240	Alameda Municipal Power	2/23/22	\$198,025.00	Frontier Energy, Inc.; Energy efficiency services including electrification and clean transportation courses, induction cooking demonstrations, commercial food service site audits, and work force education and training courses.
0239	City of Roseville	11/5/21	\$ 74,961.00	D+R International; provide building and electrification technologies including Home Energy Estimator when considering HVAC systems with heat pump technology and QMerit EV services.
0238	City of Roseville	10/21/21	\$ 18,945.00	Dudek; Wildfire Mitigation Plan review for 2021.
0237	City of Santa Clara	9/14/21	\$132,058.00	Central Coast Energy Services, Inc.; income eligibility and processing of applications for Financial Rate Assistance Program, both new and renewal for existing customers.
0236	City of Santa Clara	3/1/22	\$422,368.00	CLEAResult; EV charging structure technical assistance, electrification education, and electrification assessment services.
0234	City of Santa Clara	10/29/21	\$ 26,769.00	Dudek; Independent Evaluator review, report, and presentation to Council re SVP's Wildfire Mitigation Plan.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0231	City of Santa Clara	12/20/21	\$ 18,854.00	D+R International; EE services including EV Digital Toolkit configuration and integration for SVP through January 2024.
0230	City of Santa Clara	8/30/21	\$ 87,715.00	Frontier Energy, Inc.; Electrification and education services including Induction Cooking demonstration, online trainings, commercial food services site audits, and Guest Chef cooking classes.
0229	City of Lompoc	8/2/21	\$ 71,470.00	MFP Connect, LLC; Services re electric line extensions including conceptual framework, interviews with staff, reporting, policies, and development of rules and regulations.
0228	City of Palo Alto	7/14/21	\$ 11,950.00	Frontier Energy, Inc.; kitchen energy efficiency services for up to five restaurants to support electrification efforts.
0225	City of Roseville	8/2/21	\$167,716.00	Plug In America; provide EV education in-person and virtual events and EV advocate trainings; provide Dealer Incentive Program including training, engagement, certificate pricing, license fees, incentive funds, and program management.
0224	City of Healdsburg	7/1/21	\$ 9,394.00	HOT/SHOT Infrared Inspections Inc.; infrared inspections of one substation and overhead 12kv distribution system.
0221	City of Lompoc	6/7/21	\$ 57,500.00	Hometown Connections, Inc.; services to facilitate the development of a Strategic Plan through HCI planning process and preparation of final plan document.
0218	City of Redding	6/15/21	\$200,785.00	Bell Burnett & Associates; consulting services to prepare Mitigation Implementation Plan and conduct review of REU's Capital Program and make recommendations about most efficient means of implementation.
0216	Port of Oakland	5/12/21	\$ 7,973.00	TRC Solutions, Inc.; for independent third-party evaluation of Physical Security Plan per CPUC Decision 19-01-018.
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.

No.	NCPA Member	Date	Amount NTE	Vendor Name & Short Description
0186 Amd.	Alameda Municipal Power	9/21/20 7/23/21	\$ 75,000.00 \$200,000.00	Flynn Resource Consultants, Inc.; Continued services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, and other services as requested in FY21.
0179	Alameda Municipal Power	7/28/20	\$ 67,500.00	Cooperative Response Center; Overflow telephone solution during after-hours or outage situations FY21 and FY22.
0166	City of Palo Alto	7/1/20	\$ 73,325.00	DNV, formerly Energy & Research Solutions; energy efficiency consulting services including energy savings calculation review, rebate application review, business energy audits and technical advice.
0157	City of Lodi	4/28/20	\$154,480.00	Cooperative Response Center; Overflow telephone solution during after-hours or outage situations 24-month period.
0117 Amd.	City of Lodi	8/22/19 1/20/21	\$275,811.00	Burns & McDonnell; engineering design and environmental analysis for the PG&E Northern San Joaquin 230 kV Transmission Project to be incorporated into PG&E's PEA.
0080	City of Roseville	7/11/18	\$148,084.00	Siemens Energy, Inc.; Year 3 of 5-year T-3000 Maintenance Program.
0079	City of Redding	7//10/18	\$ 64,223.09	Siemens Energy, Inc.; Year 3 of 5-year T-3000 Maintenance Program.

SSA CONFIRMATIONS EXECUTED AND IN PROGRESS (SCPPA CONTRACTS)

No.	NCPA Member	Date	Amount NTE	Vendor Name & Short Description
0226	Alameda Municipal Power	8/1/21	\$ 53,330.00	Cooper Compliance Corporation; provide full NERC regulatory compliance administrative services, including installation, maintenance, support, document migration, content development, and lease of Global Audit-Ready software.
0223	Alameda Municipal Power	8/30/21	\$270,000.00	The Energy Federation, Inc.; eCommerce marketplace platform and fulfillment for customers; downstream rebate processing.
0222	City of Santa Clara	11/15/21	\$150,000.00	The Energy Federation, Inc.; create, host and maintain a secure eCommerce site (marketplace) for SVP customers to support current and future version of the major Web browser on common operating systems and mobile devices.

No.	NCPA Member	Date	Amount NTE	Vendor Name & Shot Description
0196	City of Santa Clara	10/13/21	\$ 32,675.00	Tinker, LLC; science-based curriculum energy education program to teach students about energy and how to use it wisely.



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: August 25, 2022
To: NCPA Commission
Subject: August 3, 2022 Facilities Committee Meeting Minutes

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



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Minutes – Draft

Date: August 10, 2022
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: August 3, 2022 Facilities Committee Meeting Minutes

1. **Call meeting to order & Roll Call** – The meeting was called to order by Committee Vice Chair Alan Harbottle (Alameda) at 9:04 am. Attending via teleconference and/or on-line presentation were Roger Yang (Alameda), Dennis Schmidt and Bo Sheppard (Biggs), Cliff Wagner (Gridley), Melissa Price (Lodi), Shiva Swaminathan (Palo Alto), Khaly Nguyen (Port of Oakland), Kamryn Hutson (Redding), and Basil Wong (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Lompoc, Shasta Lake, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

2. **Approval of Minutes form the July 6, 2022 Facilities Committee meeting.**

Motion: A motion was made by Basil Wong and seconded by Melissa Price recommending approval of the July 6, 2022 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. ABSTAIN = Biggs. The motion passed.

3. **All NCPA Facilities – EN Engineering, LLC First Amendment to MTPSA** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the five-year Multi-Task Professional Services Agreement with EN Engineering, LLC for engineering and testing services, modifying the Scope of Work to broaden services and include root cause analysis services, for continued use at all facilities owned and/or operated by NCPA.

NCPA entered into a five year Multi-Task Professional Services Agreement with EN Engineering, LLC for engineering and testing related services, including excitation system upgrade services, transmission/distribution services and NERC/WECC compliance testing/report services, effective March 7, 2022, for an amount not to exceed \$1,000,000, for use at all NCPA facilities.

NCPA now desires to enter into a First Amendment to the Multi-Task Professional Services Agreement modifying the Scope of Work to include root cause analysis services. NCPA currently has agreements in place for similar services with BBA USA, Inc., Nor-Cal Controls, ES, Inc. and Utility System Efficiencies. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report, original agreement, and draft First Amendment were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Melissa Price and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with EN Engineering, LLC for engineering and testing related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, modifying the Scope of Work, for continued use at any facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Biggs and Redding. The motion passed.

- Prior to the presentation of item # 4, Mike Brozo (Plumas-Sierra) joined the meeting via teleconference and online presentation.

4. All NCPA Facilities – Fremouw Environmental Services, Inc. First Amendment to MTGSA –

Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the five-year Multi-Task General Services Agreement with Fremouw Environmental Services, Inc. for waste cleanup services, accepting assignment to Advanced Chemical Transport, Inc. dba ACTEnviro and modifying Exhibit B pricing, for continued use at all facilities owned and/or operated by NCPA.

NCPA entered into a five year Multi-Task General Services Agreement with Fremouw Environmental Services, Inc. effective March 28, 2019, for an amount not to exceed \$3,000,000 for use at all NCPA facilities. In February 2021, Fremouw Environmental Services, Inc. was acquired by Advanced Chemical Transport, Inc. dba ACTEnviro. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement accepting assignment to Advanced Chemical Transport, Inc. dba ACTEnviro. NCPA and Advanced Chemical Transport, Inc. dba ACTEnviro also wish to modify pricing listed in Exhibit B. NCPA has agreements in place for similar services with Patriot Environmental (pending) and Ponder Environmental Services, Inc.

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. A draft Commission Staff Report, original agreement, and draft First Amendment were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Cliff Wagner and seconded by Khaly Nguyen recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Fremouw Environmental Services, Inc. for waste cleanup services, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to Advanced Chemical Transport, Inc. dba ACTEnviro and modifying Exhibit B pricing, for continued use at any facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Biggs and Redding. The motion passed.

5. All NCPA Facilities, Members, SCPPA – Ascend Analytics, LLC MTCSA – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Ascend Analytics, LLC for Integrated Resource Plan

(IRP) related consulting services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA recently issued a Request for Proposal (RFP) for development of an Inter-Agency Resource Plan (IARP). The objective of the IARP is to evaluate NCPA's current electricity generation resource portfolio, identify ways for NCPA to better optimize its current facilities, and study new opportunities for additional assets and/or resources, with the end goal of helping NCPA and its Members to prepare for sustainable growth into the future. The Scope of Work contained within the RFP included the ability for NCPA Members, SCPPA, and SCPPA Members to utilize the services of responding vendors for development of their own Integrated Resource Plans (IRP).

NCPA posted the RFP on several public sites, and also sent copies directly to several vendors. After evaluating the bids received, Ascend Analytics, LLC has been determined to be the responsive, winning bidder for this work. NCPA desires to enter into this agreement so established terms and conditions are in place with Ascend Analytics, LLC for this Scope of Work for use by NCPA, NCPA Members, SCPPA, and SCPPA Members. 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 Melissa Price and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Ascend Analytics, LLC for Integrated Resource Plan (IRP) related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at 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, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Biggs and Redding. The motion passed.

6. Approval of Second Amendment to the Antelope Expansion 1B, LLC Power Purchase Agreement – Staff presented background information and was seeking a recommendation for Commission approval of the Second Amendment to the Power Purchase Agreement between Northern California Power Agency and Antelope Expansion 1B, LLC.

NCPA purchased 17 MW of Solar PV on behalf of Participating Members through the Antelope Expansion 1B Power Purchase Agreement (PPA), dated June 25, 2018. The Seller has delivered certain Force Majeure notices to NCPA, claiming that due to the detention of solar modules the commercial operations date for the project completion has been delayed. The Seller also informed NCPA that in order to preserve the Seller's financing sources for the continued development and construction of the project, the Outside Commercial Operation Date in the PPA needs to be extended. In order to extend the Outside Commercial Operation, date the PPA must be amended. A First Amendment to the PPA has been executed to extend the Outside Commercial Operation Date to September 30, 2022. This Second Amendment to the PPA will extend the Outside Commercial Operation Date to December 31, 2022. Extending the Outside Commercial Operation date will improve the Seller's ability to acquire financing sources that are required to complete development of the project.

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

7. NCPA 2023 Plant Outage Schedule – Staff reviewed the proposed outage schedule and was seeking Facilities Committee approval of the proposed 2023 NCPA Plant Outage Schedule.

The annual maintenance scope includes required regulatory compliance, electrical, mechanical, and civil type of work. Scheduling considerations include balancing multiple factors such as: cost, Mother Nature and her impact on weather and accessibility such as snow, the impact from the market, and grid sensitivity. Outages are generally avoided in June, July, August, and some of the winter heat load. Other considerations include contractor availability, as NCPA competes with many other power plant operators, and transmission outage coordination. Assumptions and opportunity costs were provided to help with an economic approach.

The CT1 Alameda Units 1 and 2, includes a dual unit outage for 31 days from March 1 – 31, 2023 for routine controls and excitation. Geo Plant 1 Units 1 and 2 are also in a dual outage for 16 days from March 1 – 16, 2023. This needs to be a dual outage due to clearance issues for annual yardwork, and both units need to shut down. Collierville Unit 1 and 2 is also in a dual outage on September 30, 2023, and October 1, 2023 for maintenance.

Motion: A motion was made by Brian Schinstock and seconded by Basil Wong recommending Facilities Committee approval of the NCPA 2023 Plant Outage Schedule as presented at the August 3, 2022 Facilities Committee meeting, for submission to the CAISO. A vote was taken by roll call: YES = Alameda, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Biggs and Redding. The motion passed.

8. NCPA Geothermal Facility – Geothermal Plant 1 Cooling Tower Refurbishment Project – Staff provided background information and was seeking a recommendation for Commission approval of the Geothermal Plant 1 Cooling Tower Refurbishment Project, including 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 of \$2,858,647.

The Geothermal Plant 1 Cooling Tower needs refurbishment and thermal upgrade services. NCPA staff have identified possible thermal performance deficiencies due to the aging structure and fill technology. The Geothermal facility is seeking to replace the existing aging cooling tower splash fill with a modern fill that will increase thermal performance, thus increasing net MW output to the grid. Pre-project work, including engineering, estimating, and RFP issuance, has already been completed.

The Plant 1 Cooling Tower Refurbishment Project will be broken out into two phases:

- Phase 1 - Material Procurement and Delivery (**FY23**)
- Phase 2 – Cooling Tower Refurbishment Installation (**FY24**)

Funds for this project will come from the FY23 and FY24 budget (including encumbered funds). Funds from the FY24 budget are contingent upon future approval of the FY24 budget, and no commitment of funds will be made until that date. No cash collection or budget augmentation is required. Purchase orders referencing the terms and conditions of any agreements executed for work related to this project will be issued following NCPA procurement policies and procedures.

The Plant 1 Cooling Tower Refurbishment Project cost breakdown is shown below.

- | | |
|---|-------------|
| • Phase 1 – Material Procurement & Delivery (FY23) | \$ 755,564 |
| • Contingency (~24%) | \$ 244,436 |
| • Phase 1 Total: | \$1,000,000 |
| • Phase 2 – Cooling Tower Refurbishment (FY24) | \$1,548,873 |

- Contingency (~20%) \$ 309,774
- Phase 2 Total: \$1,858,647
- **Total Plant 1 Cooling Tower Refurbishment Project Cost \$2,858,647**

In accordance with NCPA's procurement policies and procedures, a formal competitive bid process was followed. On March 16, 2022, a Request for Proposal for the Geothermal Plant 1 Cooling Tower Refurbishment Project was released, with final bids due May 26, 2022. A bid walk took place on March 29, 2022, and there were two attendees. Two vendors submitted bids: EvapTech, Inc. and SPX Cooling Technologies, Inc. The bids received are currently being evaluated by NCPA staff, and work for this project will be awarded to the most qualified bidder.

Motion: A motion was made by Basil Wong and seconded by Melissa Price recommending Commission approval authorizing the Geothermal Plant 1 Cooling Tower Refurbishment Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not exceed of \$2,858,647. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Biggs, Palo Alto, and Redding. The motion passed.

9. Approval of Special Conditions Agreement for Grant Administration between NCPA and Plumas-Sierra Rural Electric Cooperative – Staff presented background information and was seeking a recommendation for Commission approval of a Special Conditions Agreement for Grant Administration between NCPA and Plumas-Sierra Rural Electric Cooperative.

Plumas-Sierra seeks to reinforce its electric tie with a new transmission line to NV Energy's system. It proposes constructing the Fort Sage to Herlong Interconnect Project ("Project"), which would provide system reliability and access to additional markets for Plumas-Sierra. Plumas-Sierra is seeking partial funding for the Project through a United States Department of Defense, Defense Community Infatuation Pilot Program Grant ("Grant"). Only state and local agencies, including multijurisdictional entities like NCPA, can apply for the Grant.

NCPA will be acting as the applicant and pass-through entity for the Grant on behalf of Plumas Sierra. Plumas-Sierra would act as the Grant's sub-recipient and perform all of the work associated with the development and construction of the Project. As the applicant, NCPA's responsibilities would include oversight of the grant application, designation of Plumas-Sierra as the Grant sub-recipient and potentially, verification of compliance with Grant requirements. Plumas Sierra will be required to assume all other responsibilities of the Grant.

NCPA submitted the Grant application on behalf of Plumas-Sierra on July 18, 2022. The Office of Local Defense Community Cooperation (OLDCC) will notify NCPA/Plumas-Sierra of whether the Grant is awarded or not. OLDCC anticipated that it would notify applicants in mid-September. If awarded, the grant agreement will be sent for execution. NCPA/Plumas-Sierra has the opportunity to accept or reject the Grant at this juncture. If the Grant is awarded, the deadline for executing the grant agreement to accept the award and commit to the Project is September 23, 2022.

The Power Management Administrative Services Agreement (PMASA) provides for a number of agreements that sit under the PMASA structure including the Single Member Services Agreement and the Special Conditions Agreement. NCPA with input from Plumas-Sierra created the Special Conditions Agreement from the approved form of the Single Member Services Agreement. The Special Conditions Agreement establishes Plumas-Sierra as the party responsible for all costs associated with this activity, provides that Plumas-Sierra will indemnify NCPA for the costs and risks associated with the Grant, establishes the process for administering the Grant application and any funding awarded as part of the Grant, and provides a term consistent with the duration of the Grant.

If OLDCC awards the Grant to NCPA/Plumas-Sierra, all three parties will enter into a grant agreement. The grant agreement will establish NCPA as a pass-through entity for the Grant and Plumas Sierra will be designated as a sub-recipient. These roles are all allowed under the terms of this Grant. Plumas-Sierra will reimburse NCPA for its costs incurred under the Special Conditions Agreement. Therefore, there is no direct fiscal impact to NCPA.

Motion: A motion was made by Mike Brozo and seconded by Basil Wong recommending Commission approval of the Special Conditions Agreement for Grant Administration between NCPA and Plumas-Sierra REC ("Special Conditions Agreement"), and to authorize the General Manager of NCPA to (i) execute the Special Conditions Agreement and (ii) upon execution of the Special Conditions Agreement, execute the Grant Agreement if accepted, including any modifications to Special Conditions Agreement approved by NCPA's General Counsel. A vote was taken by roll call: YES = Alameda, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. ABSTAIN = Biggs. The motion passed.

INFORMATIONAL ITEMS

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

Calpine Geothermal Offer

- Term: 12 years commencing 1/1/2025
- Volume: 50 MW base 7x24; potentially up to an additional 50 MW
- Price: To Be Discussed
- All other terms per the term sheet
- Key Next Steps:
 - Transaction Confirmation Negotiations
 - RA Agreement
 - RPS Agreement
 - Member Project subscription
 - Third Phase Agreement process
 - Confirmation of level of interest

M-S-R Scheduling Coordinator RFP

- M-S-R Members: Modesto Irrigation District, Silicon Valley Power, Redding Electric Utility
- NCPA has been contacted to discuss possible Scheduling Coordinator services with M-S-R
- M-S-R currently has off-take contracts with two wind projects located in the NW
 - Big Horn I
 - Big Horn II
- Description of services requested
 - Tagging and tracking services
 - Settlement and reporting services

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

Geo – There were no safety incidents to report for the month of July. Safety training is 65% complete. The plant conducted hands on CPR/AED training. Vegetation management continued for the month. The average net generation level for the month was 90.5 MW. Total net generation was 67.3 GWh. Actual year 2022 net generation was 458.9 GWh YTD, 2.8% over forecasted. The year 2022 Net Generation Forecast was 446.3 GWh YTD. The Lakeville Transmission line was in an outage July 22 – 23, 2022. Preparation for the Plant 2 overhaul from November 1 – December 16,

2022, continued during the month. Maintenance activities included Unit 4 turbine rotor refurbishment, completion of Plant 1 and 2 yard repairs, and routine plant and steam field work.

CTs – CT1 had 18 actual starts, 16 in real time, of 76 forecasted. FYTD total is 18 starts. CT2 had 2 starts this month of 10 forecasted. FYTD total is 2 starts. CT1 Lodi was forced into an outage due to an oil leak repair at load gear to generating coupling. CT1 Alameda Unit 2 was in a forced outage due to AVR Relay replacement. CT1 Lodi has used 121.3 hours (60%) of 200 allowed based on a calendar year. CT1 Alameda Diesel Unit 1 has used 13.15 hours of 20, and Unit 2, 12.78 hours of 20, based on a rolling year. Staff reviewed the CAISO Commitment Runs for July 2022.

Hydro – Collierville (CV) Power House was 99% available during the month of July because of brushes and collector ring swap. New Spicer Meadows Power House was at 91% availability due to a PG&E forced outage because of the Electra Wildfire. New Spicer Meadows storage decreased by 7,701 acre feet at 6% month over month from 123,900 acre feet to 116,199 acre feet. Current operations are continuing in the water conservation mode. During the month FM Global conducted inspections and mitigations. Staff also gave a Member and NCPA Intern tour. Current regulatory activities include FERC and DSOD annual inspections next week, FERC review of QCIP for annual dam maintenance, the 2020-2021 water year reports have been completed and filed, conducting ongoing CAOES EAP consultations, Lake Alpine Dam stability analysis, and performed decennial McKays plunge pool inspection. Completed maintenance activities include replacing various lightning damaged devices at Beaver and McKays, completed annual vegetation management of 230 kV ROW, scoping for fall protection system at New Spicer Reservoir and campground water tank recoating, and preparing for Lake Alpine and Union Dam maintenance. Parts have been arriving for the CV transformer refurbishment.

12. Planning and Operations Update –

Summer of 2022 Readiness

- CAISO Credit Discussions – NCPA has worked with 5 NCPA Members to supplement their credit posting for CAISO EAL, and has increased the CAISO EAL credit posting by approximately \$21,000,000.
- CAISO Market Conditions – Temperatures have been consistent, forward curves are softening, and there has been no system emergencies or load shedding events to date.

Resource Integrations in Progress

- Antelope Solar (NCPA) – October 2022
- Deer Creek – TBD
- Sandborne Storage – Q1 2023
- Scarlet Solar / Storage – Q1 2023
- Dagget Solar / Storage – Q4 2022
- Proxima Solar / Storage – Q3 2023

Meter Maintenance Program Development

- CAISO Certified Meters must be certified and repaired in short order. NCPA staff have been experiencing a growing number of challenges without the Meter Maintenance Program. Staff propose developing a new Meter Maintenance Program to enable timely responses to issues. A RFP was created for these services. NCPA received proposals from Trimark Associates, Inc., and Ulteig Engineering, Inc. Staff is asking Members to reach out with questions regarding this agreement, and what type of services and needs Members interested in the Meter Maintenance Program would need.

13. Next Meeting – The next Facilities Committee meeting is scheduled for September 7, 2022.

ADJOURNMENT

The meeting was adjourned at 11:37 am by the Committee Vice Chair.

**Northern California Power Agency
August 3, 2022 Facilities Committee Meeting
Attendance List**

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

[illegible]

**Northern California Power Agency
August 3, 2022 Facilities Committee Meeting
Attendance List**

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

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



Commission Staff Report

COMMISSION MEETING DATE: August 25, 2022

SUBJECT: July 31, 2022 Financial Report (unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

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

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the August 25, 2022 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

The report of budget vs. actual costs and the unaudited July 31, 2022 financial reports are also included.

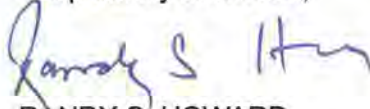
FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- July 31, 2022 Financial Report

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

**Schedule of Disbursements
(Unaudited)**

For the Month of July 2022

Operations:

Geothermal	\$ 1,583,496
Hydroelectric	3,362,395
CT#1 Combustion Turbines	381,976
CT#2 STIG	664,460
Lodi Energy Center	4,033,083
NCPA Operating	50,225,106
Total	<u>\$ 60,250,516</u>

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

PERCENT OF
YEAR ELAPSED
8%

	This Month	Actual Year To-Date	FY 2023 Budget	% Used	
GENERATION RESOURCES					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 1,689,619	\$ 1,689,619	\$ 19,702,876	9%	
Debt Service (Net)	2,984,264	2,984,264	35,811,167	8%	
Annual Budget Cost	4,673,883	4,673,883	55,514,043	8%	
Geothermal					
Other Plant Cost	3,082,429	3,082,429	38,159,673	8%	
Debt Service (Net)	289,443	289,443	3,473,310	8%	
Annual Budget Cost	3,371,872	3,371,872	41,632,983	8%	
Combustion Turbine No. 1					
Fuel	2,469	2,469	1,213,785	0%	
Other Plant Cost	366,899	366,899	4,387,786	8%	
Annual Budget Cost	369,368	369,368	5,601,571	7%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	55,752	55,752	2,226,656	3%	
Other Plant Cost	163,147	163,147	3,050,762	5%	
Debt Service (Net)	423,655	423,655	5,083,855	8%	
Annual Budget Cost	642,554	642,554	10,361,273	6%	
Lodi Energy Center					
Fuel	3,110,319	3,110,319	64,819,215	5%	
Other Plant Cost	2,195,183	2,195,183	46,921,420	5%	
Debt Service (Net)	2,166,350	2,166,350	25,996,203	8%	
Annual Budget Cost	7,471,852	7,471,852	137,736,838	5%	
Member Resources - Energy	7,987,605	7,987,605	63,023,618	13%	(a)
Member Resources - Natural Gas	388,492	388,492	2,474,380	16%	(b)
Western Resources	3,198,428	3,198,428	26,100,435	12%	(c)
Market Power Purchases	5,252,133	5,252,133	35,533,176	15%	(d)
Load Aggregation Costs - CAISO	61,686,016	61,686,016	467,468,943	13%	(e)
Net GHG Obligations	-	-	920,891	N/A	
	95,042,203	95,042,203	846,368,161	11%	
TRANSMISSION					
Independent System Operator					
Grid Management Charge	305,305	305,305	2,575,487	12%	(f)
Wheeling Access Charge	13,254,726	13,254,726	158,081,389	8%	
Ancillary Services	496,425	496,425	5,941,763	8%	
Other ISO Charges/(Credits)	(1,434,534)	(1,434,534)	2,183,731	-66%	(g)
	12,621,922	12,621,922	168,782,370	7%	
MANAGEMENT SERVICES					
Legislative & Regulatory					
Legislative Representation	33,822	33,822	2,231,485	2%	
Regulatory Representation	63,127	63,127	714,822	9%	
Western Representation	10,730	10,730	722,876	1%	
Customer Programs	39,910	39,910	614,825	6%	
Judicial Action	-	-	460,000	0%	
Power Management					
System Control & Load Dispatch	678,213	678,213	7,504,041	9%	
Forecasting, Planning, Prescheduling & Trading	223,075	223,075	3,044,442	7%	
Industry Restructuring & Regulatory Affairs	41,755	41,755	438,471	10%	
Contract Admin, Interconnection Svcs & External Affairs	71,620	71,620	1,031,800	7%	
Gas Purchase Program	4,347	4,347	76,674	6%	
Market Purchase Project	6,806	6,806	112,143	6%	

Management Services continued on next page

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

PERCENT OF YEAR ELAPSED 8%
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	This Month	Actual Year To-Date	FY 2023 Budget	% Used	
Energy Risk Management	12,423	12,423	149,552	8%	
Settlements	63,457	63,457	1,011,963	6%	
Integrated Systems Support	81,111	81,111	405,072	20%	(h)
Participant Pass Through Costs	75,924	75,924	1,665,647	5%	
Support Services	7,001	7,001	-	N/A	
	1,413,321	1,413,321	20,183,813	7%	
TOTAL ANNUAL BUDGET COST	109,077,446	109,077,446	1,035,334,344	11%	
<u>LESS: THIRD PARTY REVENUE</u>					
Plant ISO Energy Sales	11,193,213	11,193,213	193,457,434	6%	
Member Resource ISO Energy Sales	9,958,690	9,958,690	49,954,453	20%	(i)
Member Owned Generation ISO Energy Sales	14,211,580	14,211,580	118,708,880	12%	(i)
Revenue from Customers	5,871,533	5,871,533	-	N/A	(j)
NCPA Contracts ISO Energy Sales	3,438,597	3,438,597	36,185,909	10%	
Western Resource Energy Sales	2,382,369	2,382,369	26,526,704	9%	
Load Aggregation Energy Sales	7,902,642	7,902,642	-	N/A	(e)
Ancillary Services Sales	492,297	492,297	4,271,495	12%	(k)
Transmission Sales	9,198	9,198	110,376	8%	
Western Credits, Interest and Other Income	4,498,890	4,498,890	43,537,481	10%	
	59,959,009	59,959,009	472,752,732	13%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 49,118,437	\$ 49,118,437	\$ 562,581,612	9%	

- (a) Increase due to higher than anticipated volume of market purchases and price per MWh for those purchases.
- (b) Increase due to higher than budgeted costs for natural gas purchases.
- (c) Increase due to higher than anticipated price per MWh for allocated Western resources.
- (d) Increase due to higher than anticipated volume of market purchases and price per MWh for those purchases.
- (e) Increase due to higher than budgeted energy purchases and unbudgeted energy sales related to CCA (Sonoma Clean Power) and participants.
- (f) Increase due to higher than anticipated grid management costs for participants and Sonoma Clean Power.
- (g) Net credit due to revenue from unbudgeted congestion revenue rights and unbudgeted real-time settlement credits.
- (h) Higher costs are the result of an annual hardware support contract being paid in full in July. Costs should normalize over the year.
- (i) Higher revenues due to higher energy prices and higher than budgeted contract energy.
- (j) Revenue from CCA results from charges for energy purchases, grid management, and ancillary services that are billed and settled with customers monthly.
- (k) Increase primarily due to greater than expected spinning and reg up capacity settlements revenue from Hydro plant.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	July 31	
	2022	2021
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 39,513	\$ 71,909
Investments	28,293	32,063
Accounts receivable		
Participants	25,496	155
Other	8,358	13,578
Interest receivable	570	250
Inventory and supplies	6,055	5,901
Prepaid expenses	1,966	2,184
TOTAL CURRENT ASSETS	110,251	126,040
RESTRICTED ASSETS		
Cash and cash equivalents	58,788	65,755
Investments	152,880	163,660
Interest receivable	18	466
TOTAL RESTRICTED ASSETS	211,686	229,881
ELECTRIC PLANT		
Electric plant in service	1,599,318	1,497,335
Less: accumulated depreciation	(1,084,650)	(1,050,631)
	514,668	446,704
Construction work-in-progress	28	-
TOTAL ELECTRIC PLANT	514,696	446,704
OTHER ASSETS		
Regulatory assets	185,792	207,866
Investment in associated company	265	265
TOTAL ASSETS	1,022,690	1,010,756
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	1,366	11,090
Pension and OPEB deferrals	15,426	18,099
Asset retirement obligations	61,754	61,872
TOTAL DEFERRED OUTFLOWS OF RESOURCES	78,546	91,061
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,101,236	\$ 1,101,817

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	July 31	
	2022	2021
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 58,149	\$ 74,939
Member advances	993	993
Operating reserves	19,996	23,727
Current portion of long-term debt	54,525	44,575
Accrued interest payable	4,195	3,978
TOTAL CURRENT LIABILITIES	137,858	148,212
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	42,243	62,959
Operating reserves and other deposits	149,339	143,882
Interest rate swap liability	-	16,045
Asset retirement obligations	69,808	68,264
Long-term debt, net	560,636	526,601
TOTAL NON-CURRENT LIABILITIES	822,026	817,751
TOTAL LIABILITIES	959,884	965,963
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	83,778	91,205
Pension and OPEB deferrals	13,671	2,187
TOTAL DEFERRED INFLOWS OF RESOURCES	97,449	93,392
NET POSITION		
Net investment in capital assets	(10,747)	(4,634)
Restricted	22,200	20,163
Unrestricted	32,450	26,933
TOTAL NET POSITION	43,903	42,462
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,101,236	\$ 1,101,817

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

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

UNAUDITED

	For the Month Ended July 31,	
	2022	2021
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 31,740	\$ 49,106
Other Third-Party	24,693	38,170
TOTAL OPERATING REVENUES	56,433	87,276
OPERATING EXPENSES		
Purchased power	39,219	18,280
Operations	7,336	13,401
Transmission	18,278	30,089
Depreciation	2,575	2,555
Maintenance	1,761	2,174
Administrative and general	286	893
TOTAL OPERATING EXPENSES	69,455	67,392
NET OPERATING REVENUES	(13,022)	19,884
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(1,579)	(2,626)
Interest income	11,760	(892)
Other	585	473
TOTAL NON OPERATING EXPENSES	10,766	(3,045)
FUTURE RECOVERABLE AMOUNTS	(2,131)	(2,132)
REFUNDS TO PARTICIPANTS	(5,093)	127
INCREASE (DECREASE) IN NET POSITION	(9,480)	14,834
NET POSITION, Beginning of year	53,383	27,628
NET POSITION, Period ended	\$ 43,903	\$ 42,462

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

July 31, 2022										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One				
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	\$ -	\$ -	\$ -	\$ -	\$ 462	\$ -	\$ -	\$ 2,426	\$ 36,623	\$ 39,513
Investments	-	-	-	-	-	-	-	-	28,293	28,293
Accounts receivable										
Participants	-	-	-	-	-	-	25,149	16	331	25,496
Other	-	-	-	-	-	-	2,764	-	5,594	8,358
Interest receivable	119	57	-	-	26	-	49	1	318	570
Inventory and supplies	1,495	1,592	323	392	2,253	-	-	-	-	6,055
Prepaid expenses	347	596	49	70	462	-	-	56	386	1,966
Due from Agency and other programs*	21,557	(546)	3,281	5,452	13,578	-	10,084	7,418	(60,824)	-
TOTAL CURRENT ASSETS	23,518	1,699	3,654	5,915	16,781	-	38,046	9,917	10,721	110,251
RESTRICTED ASSETS										
Cash and cash equivalents	372	12,612	4,710	-	2,112	-	24,975	-	14,007	58,788
Investments	28,032	19,812	-	-	25,889	-	16,251	-	62,896	152,880
Interest receivable	-	3	-	-	15	-	-	-	-	18
TOTAL RESTRICTED ASSETS	28,404	32,427	4,710	-	28,016	-	41,226	-	76,903	211,686
ELECTRIC PLANT										
Electric plant in service	577,911	395,538	65,460	37,688	446,093	7,736	61,427	1,024	6,441	1,599,318
Less: accumulated depreciation	(550,140)	(300,886)	(57,396)	(35,307)	(125,211)	(7,736)	(3,071)	(700)	(4,203)	(1,084,650)
	27,771	94,652	8,064	2,381	320,882	-	58,356	324	2,238	514,668
Construction work-in-progress	-	-	-	-	-	-	-	-	28	28
TOTAL ELECTRIC PLANT	27,771	94,652	8,064	2,381	320,882	-	58,356	324	2,266	514,696
OTHER ASSETS										
Regulatory assets	(952)	110,611	1,711	-	29,675	-	-	-	44,747	185,792
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	78,741	239,389	18,139	8,296	395,354	-	137,628	10,241	134,902	1,022,690
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	539	-	-	-	827	-	-	-	-	1,366
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	15,426	15,426
Asset retirement obligations	61,392	-	169	-	193	-	-	-	-	61,754
TOTAL DEFERRED OUTFLOWS OF RESOURCES	61,931	-	169	-	1,020	-	-	-	15,426	78,546
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 140,672	\$ 239,389	\$ 18,308	\$ 8,296	\$ 396,374	\$ -	\$ 137,628	\$ 10,241	\$ 150,328	\$ 1,101,236

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

July 31, 2022										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
LIABILITIES:										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 652	\$ 645	\$ -	\$ 1	\$ 4,183	\$ -	\$ 44,881	\$ -	\$ 7,787	\$ 58,149
Member advances	791	-	-	-	-	-	-	202	-	993
Operating reserves	3,391	250	617	3,088	12,650	-	-	-	-	19,996
Current portion of long-term debt	3,360	27,275	4,375	-	13,828	-	5,687	-	-	54,525
Accrued interest payable	9	1,754	295	-	2,137	-	-	-	-	4,195
TOTAL CURRENT LIABILITIES	8,203	29,924	5,287	3,089	32,798	-	50,568	202	7,787	137,858
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	42,243	42,243
Operating reserves and other deposits	1,500	21,804	-	-	462	-	44,575	3,873	77,125	149,339
Asset retirement obligations	69,446	-	169	-	193	-	-	-	-	69,808
Long-term debt, net	3,425	178,310	10,874	-	315,090	-	52,937	-	-	560,636
TOTAL NON-CURRENT LIABILITIES	74,371	200,114	11,043	-	315,745	-	97,512	3,873	119,368	822,026
TOTAL LIABILITIES	82,574	230,038	16,330	3,089	348,543	-	148,080	4,075	127,155	959,884
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	38,298	5,948	918	2,687	32,625	-	-	324	2,978	83,778
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	13,671	13,671
TOTAL DEFERRED INFLOWS OF RESOURCES	38,298	5,948	918	2,687	32,625	-	-	324	16,649	97,449
NET POSITION										
Net investment in capital assets	4,417	(12,499)	(6,288)	-	3,891	-	(268)	-	-	(10,747)
Restricted	163	1,236	4,415	-	2,377	-	14,009	-	-	22,200
Unrestricted	15,220	14,666	2,933	2,520	8,938	-	(24,193)	5,842	6,524	32,450
TOTAL NET POSITION	19,800	3,403	1,060	2,520	15,206	-	(10,452)	5,842	6,524	43,903
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 140,672	\$ 239,389	\$ 18,308	\$ 8,296	\$ 396,374	\$ -	\$ 137,628	\$ 10,241	\$ 150,328	\$ 1,101,236

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 Month Ended July 31, 2022										
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
OPERATING REVENUES										
Participants	\$ (1,017)	\$ 2,262	\$ 477	\$ 296	\$ 5,226	\$ -	\$ 22,780	\$ 1,702	\$ 14	\$ 31,740
Other Third-Party	4,877	1,776	86	179	4,770	-	12,800	205	-	24,693
TOTAL OPERATING REVENUES	3,860	4,038	563	475	9,996	-	35,580	1,907	14	56,433
OPERATING EXPENSES										
Purchased power	58	311	2	7	327	-	38,514	-	-	39,219
Operations	1,597	265	89	88	3,962	-	388	947	-	7,336
Transmission	24	28	-	-	23	-	18,203	-	-	18,278
Depreciation	332	810	185	26	1,179	-	-	11	32	2,575
Maintenance	914	528	69	(352)	595	-	-	7	-	1,761
Administrative and general	673	525	55	110	485	-	-	454	(2,016)	286
Intercompany (sales) purchases, net*	(79)	33	3	9	35	-	-	(1)	-	-
TOTAL OPERATING EXPENSES	3,519	2,500	403	(112)	6,606	-	57,105	1,418	(1,984)	69,455
NET OPERATING REVENUES	341	1,538	160	587	3,390	-	(21,525)	489	1,998	(13,022)
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(32)	(463)	4	-	(1,088)	-	-	-	-	(1,579)
Interest income	2,401	973	4	3	1,229	-	1,284	4	5,862	11,760
Other	2	-	297	-	184	-	-	-	102	585
TOTAL NON OPERATING (EXPENSES) REVENUES	2,371	510	305	3	325	-	1,284	4	5,964	10,766
FUTURE RECOVERABLE AMOUNTS	(82)	(1,752)	(249)	-	(48)	-	-	-	-	(2,131)
REFUNDS TO PARTICIPANTS	-	-	-	-	-	-	(1,258)	(150)	(3,685)	(5,093)
INCREASE (DECREASE) IN NET POSITION	2,630	296	216	590	3,667	-	(21,499)	343	4,277	(9,480)
NET POSITION, Beginning of year	17,170	3,107	844	1,930	11,539	-	11,047	5,499	2,247	53,383
NET POSITION, Period ended	\$ 19,800	\$ 3,403	\$ 1,060	\$ 2,520	\$ 15,206	\$ -	\$ (10,452)	\$ 5,842	\$ 6,524	\$ 43,903

* Eliminated in Combination

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

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 33,561,819
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>\$ 33,854,484</u>

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

**Schedule of Disbursements
(Unaudited)**

For the Month of July 2022

Operations:

Geothermal	\$ 1,583,496
Hydroelectric	3,362,395
CT#1 Combustion Turbines	381,976
CT#2 STIG	664,460
Lodi Energy Center	4,033,083
NCPA Operating	<u>50,225,106</u>
Total	<u><u>\$ 60,250,516</u></u>



Commission Staff Report

COMMISSION MEETING DATE: August 25, 2022

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

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

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

BACKGROUND:

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

Cash – At month end cash totaled \$7,085,012 of which approximately \$69,379 was applicable to Special and Reserve Fund Deposits, \$3,411 to Debt Service and \$7,012,222 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 \$256,370,207 at month end. The current market value of the portfolio totaled \$246,332,294.

The overall portfolio had a combined weighted average interest rate of 1.323% with a bond equivalent yield (yield to maturity) of 1.341%. Investments with a maturity greater than one year totaled \$150,841,000. July maturities totaled \$7 million and monthly receipts totaled \$85 million. During the month \$28 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills increased 82 basis points from 1.67% to 2.49% and rates on one-year T-Bills increased 18 basis points from 2.83% to 3.01%.

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

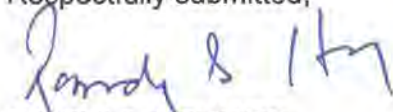
FISCAL IMPACT:

This report has no direct budget impact to NCPA.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment: Treasurer's Report July 31, 2022

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

JULY 31, 2022

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

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

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 6,998,506	\$ 85,902,388	\$ 92,900,894	35.26%
Special Deposits	13,716	99,871	113,587	0.04%
Construction	-	-	-	0.00%
Debt Service	3,411	12,507,383	12,510,794	4.75%
Special & Reserve	69,379	157,860,565	157,929,944	59.95%
	<u>\$ 7,085,012</u>	<u>\$ 256,370,207</u>	<u>\$ 263,455,219</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 246,332,294

NOTE A - Investment amounts shown at book carrying value.

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

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
NCPA FUNDS							
Operating	\$ 81,147,652	\$ 109,498	\$ 150,370	\$ (18,970,816)	\$ (12,245,997)	\$ (45,948,352)	\$ 4,242,355
Special Deposits	678,115	-	-	(35,440,372)	(148)	34,767,396	4,991
Construction	-	-	-	(5,153,251)	-	-	(5,153,251)
Debt Service	1,622,922	2	6,960,243	(31,216,354)	(10,149,562)	5,826,085	(26,956,664)
Special & Reserve	1,258,468	231,397	-	(2,881,390)	(5,586,268)	5,354,871	(1,622,922)
	<u>\$ 84,707,157</u>	<u>\$ 340,897</u>	<u>\$ 7,110,613</u>	<u>\$ (93,662,183)</u>	<u>\$ (27,981,975)</u>	<u>\$ -</u>	<u>\$ (29,485,491)</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
July 31, 2022**

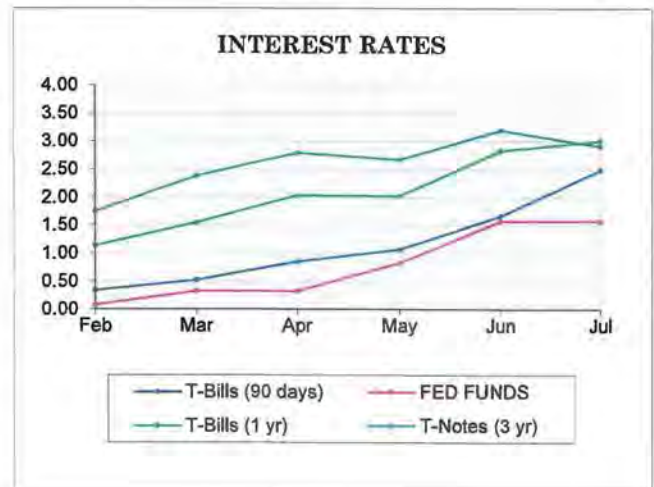
	<u>PURCHASED</u>	<u>SOLD OR MATURED</u>	<u>(NON-CASH) DISC/(PREM) AMORT</u>	<u>(NON-CASH) GAIN/(LOSS) ON SALE</u>	<u>INVESTMENTS TRANSFERS</u>	<u>INCREASE / (DECREASE)</u>
NCPA FUNDS						
Operating	\$ 12,245,997	\$ (150,370)	\$ (1,097)	\$ -	\$ -	\$ 12,094,530
Special Deposits	148	-	-	-	-	148
Construction	-	-	-	-	-	-
Debt Service	10,149,562	(6,960,243)	7,932	-	-	3,197,251
Special & Reserve	5,586,268	-	7,235	-	-	5,593,503
	<u>\$ 27,981,975</u>	<u>\$ (7,110,613)</u>	<u>\$ 14,070</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 20,885,432</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(14,070)</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ 20,871,362</u>

NOTE A -Investment amounts shown at book carrying value.

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

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.323%	1.341%
OPERATING FUNDS:	1.316%	1.293%
PROJECTS:		
Geothermal	1.834%	1.757%
Capital Facilities	0.005%	0.005%
Hydroelectric	1.130%	1.316%
Lodi Energy Center	1.449%	1.448%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	1.58%	0.10%
T-Bills (90da.)	2.49%	0.05%
Agency Disc (90da.)	2.50%	0.09%
T-Bills (1yr.)	3.01%	0.07%
Agency Disc (1yr.)	3.00%	0.10%
T-Notes (3yr.)	2.91%	0.37%

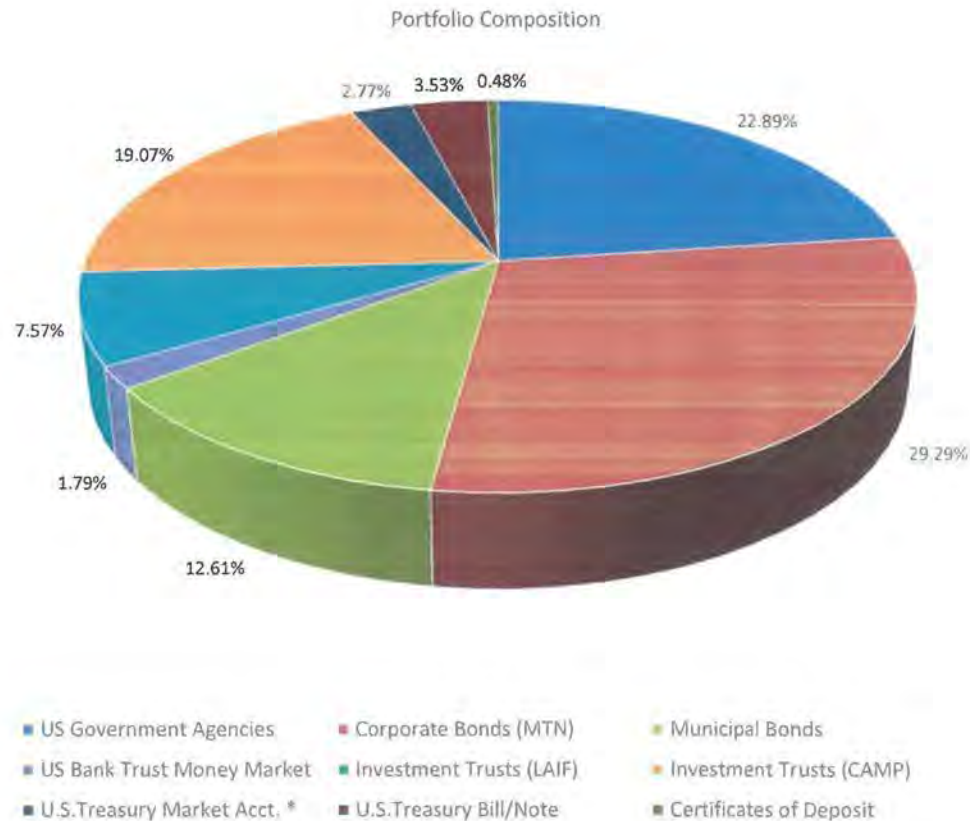


**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
July 31, 2022**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ -	\$ 7,661	\$ -	\$ -	\$ 44,605	\$ 8,047	\$ 60,313	22.89%
Corporate Bonds (MTN)	-	1,000	4,250	4,250	2,050	65,624	-	77,174	29.29%
Municipal Bonds	-	-	-	-	3,025	28,470	1,720	33,215	12.61%
US Bank Trust Money Market	4,713	-	-	-	-	-	-	4,713	1.79%
Investment Trusts (LAIF)	19,934	-	-	-	-	-	-	19,934	7.57%
Investment Trusts (CAMP)	50,237	-	-	-	-	-	-	50,237	19.07%
U.S.Treasury Market Acct. *	7,303	-	-	-	-	-	-	7,303	2.77%
U.S.Treasury Bill/Note	-	18	7,405	-	-	1,875	-	9,298	3.53%
Certificates of Deposit	-	760	-	-	-	500	-	1,260	0.48%
Total Dollars	\$ 82,187	\$ 1,778	\$ 19,316	\$ 4,250	\$ 5,075	\$ 141,074	\$ 9,767	\$ 263,447	100.00%
Total Percents	31.20%	0.67%	7.33%	1.61%	1.93%	53.55%	3.71%	100.00%	

Investments are shown at Face Value, in thousands.

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



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
07/31/2022

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
S Bank, N.A.	USB	0	0.050	07/01/2022	0		1	0.050	0	SYS70101	70101	0
ocal Agency Investm	LAIF	0	0.742		0		1	0.742	0	SYS70000	70000	0
irst American Govt.	USBGC	41,825	1.260		41,825		1	1.260	41,825	SYS70014	70014	41,825
S Bank	USB	6,998,506	0.001		6,998,506		1	0.001	6,998,506	SYS70050	70050	6,998,506
S Bank	USB	0	0.010	08/24/2017	0		1	0.010	0	SYS70056	70056	0
alifornia Asset Mgm	CMP	29,557,445	1.140	10/19/2018	29,557,445		1	1.140	29,557,445	SYS70070	70070	29,557,445
S Bank	USB	10,000	0.050	07/07/2022	10,000	10/07/2022	67	0.050	10,000	SYS30330	30330	10,000
merican Honda Finan	USBGC	500,000	2.600	06/12/2018	488,550	11/16/2022	107	3.157	500,375	02665WCA7	26614	499,246
hevron Corp.	USBGC	500,000	2.355	03/21/2018	485,760	12/05/2022	126	3.008	499,400	166764AB6	26555	498,958
almart, Inc.	USBGC	500,000	2.550	07/31/2019	507,870	04/11/2023	253	2.104	498,740	931142DH3	26848	501,479
ershey Company	USBGC	500,000	3.375	06/12/2018	503,125	05/15/2023	287	3.236	500,560	427866AZ1	26815	500,501
ommonwealth of Mass	USBGC	500,000	0.508	07/09/2020	500,000	07/01/2023	334	0.507	488,505	57582RF84	27029	500,000
P Morgan	USBGC	500,000	3.875	02/15/2019	514,550	02/01/2024	549	3.561	506,020	46625HJT8	26760	504,399
ast Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	731	0.878	474,470	275282PR6	27105	500,000
A St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	853	0.584	564,492	13067WRB0	27055	600,000
S Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	810	1.846	492,155	90331HMS9	26947	511,293
tate of Louisiana	USBGC	250,000	0.697	02/25/2021	250,000	06/15/2025	1,049	0.730	240,430	546486BV2	27178	250,000
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,065	0.629	465,210	592112UB0	27173	500,000
ity of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	1,065	0.990	464,475	71884AF20	27058	500,000
isconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,065	0.787	467,875	977123X78	27041	500,000
let Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	1,066	2.145	932,070	59217GEJ4	27375	966,487
ast Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,096	0.992	928,660	275282PS4	27106	1,000,000
ederal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	1,205	0.542	931,080	3135GA4P3	27137	1,003,493
P Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,239	0.825	226,735	48128GY53	27138	250,000
oyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	1,268	0.699	420,005	89236THY4	27149	500,000
ederal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	1,304	0.500	345,420	3130AKXX9	27179	375,000
ederal Home Loan Ba	USBGC	1,000,000	1.483	02/28/2022	1,000,000	02/27/2026	1,306	1.483	979,410	3130AQZV8	27366	1,000,000
ederal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	1,316	0.800	1,014,266	3133EMSU7	27200	1,100,000
nited Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,383	1.079	464,995	91324PEC2	27230	501,289
ank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	1,396	1.250	1,516,077	06048WM31	27225	1,700,000
let Govt Nashville &	UBOC	250,000	1.181	10/14/2021	250,000	07/01/2026	1,430	1.181	232,113	592098X77	27291	250,000
an Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	1,430	1.201	231,693	797366DF6	27298	250,000
lassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,445	1.050	455,855	57629WDE7	27247	502,884
ounty of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	1,475	1.272	92,078	088518NV3	27273	100,000
ederal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,477	0.875	464,615	3130ANGX2	27252	500,000
P Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	1,477	1.150	886,910	48128G4R8	27251	1,000,000
ank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	1,486	1.250	664,110	06048WVN22	27255	750,000
aterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,505	1.227	459,680	14913R2Q9	27288	498,463
ohn Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	1,505	1.225	484,415	24422EVB2	27294	520,406
ederal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	1,519	0.900	585,982	3130ANXS4	27276	630,000



Northern California Power Agency

Treasurer's Report

07/31/2022

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond ¹ Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
alliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	1,519	1.635	1,351,725	75951AAQ1	27292	1,492,589
aypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	1,522	1.260	487,110	70450YAD5	27293	527,964
SMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	1,546	1.567	1,412,836	872898AA9	27330	1,536,270
ublic Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	1,561	1.475	1,763,312	74460DAG4	27336	1,911,924
ederal Home Loan Ba	USBGC	50,000	0.800	12/29/2021	50,000	12/29/2026	1,611	1.509	47,482	3130AQER0	27342	50,000
ederal Home Loan Ba	USBGC	3,000,000	1.000	01/28/2022	3,000,000	01/28/2027	1,641	1.691	2,882,790	3130AQN66	27364	3,000,000
Fund Total and Average		\$ 64,857,776	1.104		\$ 64,914,685		547	1.127	\$ 63,031,907			\$ 64,900,431

IPP GHG Auction Acct

ocal Agency Investm		2,325,893	0.742		2,325,893		1	0.742	2,325,893	SYS70045	70045	2,325,893
Fund Total and Average		\$ 2,325,893	0.742		\$ 2,325,893		1	0.742	\$ 2,325,893			\$ 2,325,893

IPP Security Deposit Acct

ocal Agency Investm		99,871	0.742		99,871		1	0.742	99,871	SYS70048	70048	99,871
Fund Total and Average		\$ 99,871	0.742		\$ 99,871		1	0.742	\$ 99,871			\$ 99,871

iCPA Balancing Account

ocal Agency Investm	LAIF	25,825	0.742		25,825		1	0.742	25,825	SYS70022	70022	25,825
irst American Govt.	USBGC	13,029	1.260		13,029		1	1.260	13,029	SYS70023	70023	13,029
alifornia Asset Mgm	CMP	8,922,463	1.140	05/27/2022	8,922,463		1	1.140	8,922,463	SYS70072	70072	8,922,463
ublic Storage	USBGC	500,000	2.370	04/04/2018	483,705	09/15/2022	45	3.161	499,950	74460DAB5	26573	499,552
isa Inc.	USBGC	250,000	2.800	07/24/2018	246,975	12/14/2022	135	3.096	250,043	92826CAC6	26632	249,745
erkshire Hathaway I	USBGC	500,000	2.750	05/09/2018	490,280	03/15/2023	226	3.185	499,050	084670BR8	26596	498,753
fizer Inc	USBGC	500,000	3.000	06/22/2018	496,550	06/15/2023	318	3.150	500,045	717081DH3	26626	499,396
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	974	0.600	493,555	586145F74	27113	530,854
tate of Wisconsin	USBGC	400,000	0.650	03/17/2021	400,000	05/01/2025	1,004	0.649	374,304	97705MUK9	27202	400,000
alifornia St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,035	0.952	468,430	13032UXM5	27110	500,000
ity of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,065	0.932	463,830	059231X39	27125	500,000
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,065	0.610	465,210	592112UB0	27174	500,000
ederal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	1,155	0.530	1,883,036	3133EMB30	27077	2,045,000
ederal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,155	0.530	1,893,831	3133EMB34	27078	2,050,000
pple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,287	0.699	461,965	037833EB2	27168	500,000
ederal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,291	0.530	457,760	3130AKWA0	27164	499,823
P Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,296	0.500	875,090	46632FRV9	27171	1,000,000
ederal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	1,304	0.500	115,140	3130AKXX9	27180	125,000
ederal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	1,305	0.630	915,490	3130ALB94	27195	1,000,000
ederal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	1,316	0.800	1,521,399	3133EMSU7	27201	1,650,000
ank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	1,424	1.199	441,560	06048VWM64	27227	500,000



Northern California Power Agency

Treasurer's Report

07/31/2022

CPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Fidelity Mutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,445	1.050	455,865	57629WDE7	27248	502,884
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,486	1.250	44,274	06048WN22	27256	50,000
SMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,546	1.567	185,290	872898AA9	27331	201,478
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	1,561	1.569	253,880	74460DAG4	27311	274,223
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,561	1.475	230,800	74460DAG4	27337	250,252
Federal Home Loan Ba	USBGC	100,000	0.800	12/29/2021	100,000	12/29/2026	1,611	1.509	94,963	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	1,624	1.731	494,398	24422EWA3	27362	524,308
Federal Home Loan Ba	USBGC	300,000	1.000	01/28/2022	300,000	01/28/2027	1,641	1.691	288,279	3130AQN66	27365	300,000
Federal Home Loan Ba	USBGC	500,000	3.000	04/29/2022	500,000	04/29/2027	1,732	4.219	497,510	3130ARR52	27399	500,000
Fund Total and Average		\$ 25,181,317	1.129		\$ 25,202,894		746	1.143	\$ 24,086,264			\$ 25,212,585

General Operating Reserve

Local Agency Investm	LAIF	2,109,910	0.742		2,109,910		1	0.742	2,109,910	SYS70000	70002	2,109,910
First American Govt.	USBGC	138,328	1.260		138,328		1	1.260	138,328	SYS70019	70019	138,328
US Bank	USB	0	0.000	07/01/2022	0		1	0.000	0	SYS70051	70051	0
California Asset Mgm	CMP	11,757,149	1.140	12/14/2018	11,757,149		1	1.140	11,757,149	SYS70071	70071	11,757,149
USA Inc.	USBGC	500,000	2.800	04/26/2018	492,600	12/14/2022	135	3.145	500,085	92826CAC6	26584	499,410
US Bank, N.A.	USBGC	750,000	2.850	01/30/2019	741,900	01/23/2023	175	3.140	749,828	90331HNL3	26737	749,028
Bank of NY Mellon Co	USBGC	500,000	2.950	04/26/2018	491,790	01/29/2023	181	3.325	499,500	06408RAE7	26575	499,147
Maxair Inc.	USBGC	500,000	2.700	04/26/2018	488,350	02/21/2023	204	3.225	498,675	74005PBF0	26581	498,657
Merckshire Hathaway I	USBGC	500,000	2.750	04/26/2018	488,920	03/15/2023	226	3.243	499,050	084670BR8	26576	498,589
United Parcel Servic	USBGC	500,000	2.500	04/26/2018	483,135	04/01/2023	243	3.245	498,260	911312BK1	26583	497,720
Arizona Board of Reg	USBGC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	304	1.387	1,767,025	040484VN4	26984	1,794,047
Walmart, Inc.	USBGC	500,000	3.400	02/07/2019	510,960	06/26/2023	329	2.864	501,185	931142EK5	26758	502,256
Montgomery Water Wor	USBGC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	396	1.020	2,113,962	613105KV6	26985	2,162,744
Fizer Inc	USBGC	500,000	3.200	01/30/2019	506,250	09/15/2023	410	2.908	500,685	717081EN9	26738	501,517
Honolulu City and Co	USBGC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	426	1.020	1,749,220	4386705V9	26983	1,792,684
Fltbank NA	USBGC	500,000	3.650	02/07/2019	507,490	01/23/2024	540	3.319	502,645	17325FAS7	26756	502,231
P Morgan	USBGC	500,000	3.875	02/07/2019	515,120	02/01/2024	549	3.535	506,020	46625HJT8	26757	504,551
US Bank, N.A.	USBGC	440,000	3.375	10/31/2019	462,862	02/05/2024	553	2.093	441,355	91159HHV5	26906	448,108
P Morgan	USBGC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	670	1.356	980,320	46647PBQ8	27007	1,002,797
East Side Union High	USBGC	565,000	0.820	10/29/2020	565,000	08/01/2024	731	0.820	535,151	275282PR6	27107	565,000
Honolulu City and Co	USBGC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	731	1.058	1,460,910	438687KT1	26980	1,510,563
California State Uni	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	823	0.665	235,830	13077DMK5	27072	250,000
Federal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	865	0.830	1,810,700	3130A3GE8	26962	1,900,929
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	910	1.846	492,155	90331HMS9	26951	511,293
VW Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	929	1.161	481,745	384802AE4	27000	508,478
VW Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	929	1.217	481,745	384802AE4	27005	507,778
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	974	0.600	493,555	586145F74	27114	530,854
Yulise County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	974	1.038	958,440	899559QD3	27006	1,009,050
City of Huntsville A.	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	1,004	0.750	509,160	447025A56	27112	542,800



Northern California Power Agency

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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Oneywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	1,035	0.866	954,920	438516CB0	27008	1,013,366
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	1,035	1.299	409,361	471376FJ7	27011	433,424
recision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	1,049	1.033	1,506,195	740189AM7	27017	1,597,037
P Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	1,057	1.050	693,405	48128GU40	27024	750,000
ity of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,065	0.845	463,830	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,065	0.774	467,875	977123X78	27042	500,000
let Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	1,066	2.145	3,728,280	59217GEJ4	27376	3,865,949
ast Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	1,096	0.940	756,958	275282PS4	27108	815,000
ederal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,113	0.600	929,590	3136G4G72	27056	1,000,000
ederal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	1,143	0.570	925,670	31422BV23	27071	1,000,000
ederal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	1,155	0.530	1,847,640	3133EMBH4	27079	2,000,000
ederal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	1,155	0.530	1,583,776	3133EMBJ0	27080	1,720,000
ederal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	1,155	0.520	934,510	3130AKAZ9	27081	1,000,000
ederal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,183	0.540	461,275	3134GW4Z6	27104	500,000
ank of America Corp	USBGC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,212	0.798	899,690	06048WK41	27122	1,000,000
ederal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,218	0.560	463,145	3133EMJC7	27124	500,000
uardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	1,227	1.060	1,377,956	40139LBC6	27223	1,510,784
P Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,239	0.825	226,735	48128GY53	27139	250,000
ederal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	1,247	0.599	458,995	3135G06Q1	27141	500,683
pple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,287	0.699	461,965	037833EB2	27169	500,000
P Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,296	0.500	875,090	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	1,318	1.054	578,145	808513BF1	27220	626,590
ederal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	1,323	0.841	934,890	3130ALEL4	27203	998,178
ederal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	1,337	1.010	926,260	3130ALTT1	27213	1,000,000
regon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	1,339	1.119	463,895	68607V2Q7	27216	500,000
ederal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,359	1.084	474,925	3130ALXR0	27215	500,000
nited Health Group	USBGC	550,000	1.150	06/28/2021	561,826	05/15/2026	1,383	1.079	511,495	91324PEC2	27232	551,418
ank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	1,396	1.250	988,125	06048WM31	27226	1,108,000
ank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	1,424	1.199	1,103,900	06048WM64	27228	1,250,000
tate University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	1,430	1.590	344,400	65000BGU6	27329	370,000
lassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2025	1,445	1.050	911,730	57629WDE7	27249	1,005,767
ome Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2025	1,506	3.000	399,180	437076BN1	27387	401,075
ohn Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	1,534	1.235	92,468	24422EVW6	27297	100,264
ationwide Bldg Soci	USBGC	2,035,000	1.500	06/16/2022	1,792,286	10/13/2026	1,534	4.569	1,831,907	63859UBH5	27420	1,799,300
SMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,546	1.567	787,483	872898AA9	27333	856,282
ublic Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	1,561	1.490	1,463,272	74460DAG4	27308	1,585,639
ublic Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	1,561	1.569	336,968	74460DAG4	27312	363,968
ublic Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,561	1.475	982,285	74460DAG4	27339	1,065,072
P Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	1,582	1.500	1,079,988	48130UZH1	27313	1,200,000
ederal Home Loan Ba	USBGC	150,000	0.800	12/29/2021	150,000	12/29/2026	1,611	1.509	142,445	3130AQER0	27345	150,000
ohn Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	1,624	1.731	412,469	24422EWA3	27363	437,423
ederal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	1,641	3.375	497,660	3130ARP62	27398	500,000



Northern California Power Agency

Treasurer's Report

07/31/2022

General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Amazon.com Inc	USBGC	1,030,000	3.300	06/16/2022	993,208	04/13/2027	1,716	4.123	1,036,922	023135CF1	27419	994,162
SMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	1,725	3.628	1,773,292	872898AF6	27404	1,788,685
Qualcomm Inc	USBGC	1,035,000	3.250	06/16/2022	995,059	05/20/2027	1,753	4.122	1,039,306	747525AU7	27421	996,073
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	1,779	3.631	506,845	20772KQK8	27423	500,000
Fund Total and Average		\$ 76,965,387	1.575		\$ 77,221,787		883	1.499	\$ 73,820,609			\$ 76,899,757
GRAND TOTALS:		\$ 168,430,244	1.316		\$ 169,765,130		721	1.293	\$ 163,364,544			\$ 169,438,537

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 07/31/2022

Callable Dates:

Inv #	Inv #	Inv #
3848 WMT 1/1/2023	27104 FHLB Annually starting 10/27/2022	27213 FHLB Quarterly
3906 USBANK 1/5/2024	27110 CASMED Anytime	27215 FHLB 4/21/2023
3947 USBANK Anytime starting 12/27/2024	27113 MEMGEN Anytime	27216 ORSGEN Anytime
3951 USBANK Anytime starting 12/27/2024	27114 MEMGEN Anytime	27220 SCHW 2/11/2026
3980 HON Anytime	27124 FFCB Anytime starting 12/1/2022	27225 BAC Semi-annually
3983 HON Anytime	27125 BALGEN Anytime	27226 BAC Semi-annually
3984 AZSHGR Anytime	27126 BALGEN Anytime	27227 BAC Semi-annually
'007 JPM 5/1/2023 and then starting on 5/1/2024	27137 FNMA Annually starting 11/18/2022	27228 BAC Semi-annually
'011 JAS 5/1/2024	27138 JPM Quarterly starting 12/22/2023	27251 JPM Annually starting 8/17/2023
'024 JPM Quarterly starting 6/23/2024	27139 JPM Quarterly starting 12/22/2023	27252 FHLB Quarterly starting 8/17/2022
'029 MAS Anytime	27141 FNMA Quarterly	27255 BAC Semi-annually starting 08/26/2022
'041 WISTRN Anytime	27149 TOY 1/20/2025 and 7/20/2025	27256 BAC Semi-annually starting 08/26/2022
'042 WISTRN Anytime	27164 FHLB Anytime	27276 FHLB Callable quarterly starting 9/28/2022
'055 CASWTR Anytime	27168 APPL Anytime starting 1/8/2026	27313 JPM Callable quarterly starting 11/30/2022
'056 FNMA Quarterly starting 8/18/2022	27169 APPL Anytime starting 1/8/2026	27329 NYSHGR Anytime
'058 PHOGEN Anytime	27171 JPM Quarterly starting 2/17/2023	27342 FHLB 12/29/2023
'071 FAMC Semi-annually	27172 JPM Quarterly starting 2/17/2023	27343 FHLB 12/29/2023
'072 CASHGR Anytime	27178 LOUIS Anytime	27345 FHLB 12/29/2023
'077 FFCB Anytime	27195 FHLB Quarterly	27364 FHLB 7/28/2023
'078 FFCB Anytime	27200 FFCB Anytime starting 3/9/2023	27365 FHLB 7/28/2023
'079 FFCB Anytime	27201 FFCB Anytime starting 3/9/2023	27366 FHLB 2/27/2023
'080 FFCB Anytime	27202 WIS Anytime	27399 FHLB Quarterly
'081 FHLB Anytime	27203 FHLB Quarterly	27399 FHLB Quarterly
		27423 CTS Anytime



Northern California Power Agency

Treasurer's Report

07/31/2022

2016A 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	292,000	2.765	07/27/2022	288,524	12/29/2022	150	2.837	288,753	313385U95	27437	288,636
Fund Total and Average		\$ 292,000	2.765		\$ 288,524		150	2.837	\$ 288,753			\$ 288,636

Geothermal Special Reserve

First American Govt.	USBGC	5,000	1.260		5,000		1	1.260	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,194	0.460	1,385,222	3135G06G3	27167	1,496,933
Fund Total and Average		\$ 1,500,000	0.503		\$ 1,502,796		1190	0.463	\$ 1,390,222			\$ 1,501,933

Decommissioning Reserve

Local Agency Investm	LAIF	287,925	0.742		287,925		1	0.742	287,925	SYS70027	70027	287,925
First American Govt.	USBGC	78,521	1.260		78,521		1	1.260	78,521	SYS70034	70034	78,521
Wells Fargo Bank	USBGC	250,000	3.150	08/30/2018	250,000	08/30/2022	29	3.154	250,200	949763TL0A	30311	250,000
Great North Bank	USBGC	250,000	3.050	08/31/2018	250,000	08/31/2022	30	3.051	250,183	39103QAF3A	30310	250,000
Discover Bank	USBGC	250,000	3.150	09/06/2018	250,000	09/06/2022	36	3.152	250,233	254673TM8A	30313	250,000
John Deere Capital C	USBGC	750,000	2.800	03/15/2018	739,748	01/27/2023	179	3.104	749,550	24422ERT8	26550	748,970
Bank of NY Mellon Co	USBGC	750,000	2.950	03/15/2018	740,610	01/29/2023	181	3.229	749,250	06406RAE7	26549	749,047
Brook County School	USBGC	355,000	1.563	05/07/2020	356,211	06/15/2023	318	1.450	349,924	227183DH0	27003	355,340
Plano County CCD	USBGC	385,000	5.500	04/09/2020	434,938	08/01/2023	365	1.471	394,086	83412PCN0	26978	400,082
Merbank USA	USBGC	250,000	3.200	08/30/2018	250,000	08/30/2023	394	3.203	250,290	29278TCP3A	30309	250,000
Citibank NA	USBGC	250,000	3.300	09/07/2018	250,000	09/07/2023	402	3.301	250,543	17312QS34A	30314	250,000
Sacramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	823	1.846	330,393	78607QAY1	26977	339,606
V W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	929	1.161	409,483	384802AE4	27002	432,206
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,035	0.952	468,430	13032UXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	1,065	1.372	706,538	442349EM4	27102	750,000
Asheville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,065	0.610	465,210	592112UB0	27175	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,096	0.940	928,660	275282PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	1,227	1.050	457,808	40139LBC6	27224	501,938
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	1,287	0.700	923,930	037833EB2	27162	1,000,000
P Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,368	1.200	448,470	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	1,424	1.199	662,340	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,486	1.250	44,274	06048WN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,607	09/11/2026	1,502	1.629	1,821,398	037833DN7	27361	1,926,387
Antipillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	1,505	1.227	137,904	14913R2Q9	27289	149,539
SMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	1,546	1.567	1,273,669	872898AA9	27334	1,385,161
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	1,561	1.490	706,248	74460DAG4	27309	765,308
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	1,561	1.475	1,589,750	74460DAG4	27340	1,723,735
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	1,734	3.862	765,518	64966QC99	27405	750,000



Northern California Power Agency

Treasurer's Report

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ieo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
New York City General	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	2,769	2.078	519,445	64966QUX6	27219	583,459
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	3,115	1.360	854,580	3130AKX76	27163	1,000,000
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	3,123	1.460	872,380	31422XAU6	27177	972,000
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	3,123	1.482	538,506	31422XAU6	27246	598,926
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	3,284	1.704	1,744,140	3130AN7G9	27245	2,005,792
Larin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	3,287	1.565	417,120	56781RKZ9	27272	506,021
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	3,301	2.134	337,202	088518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	3,301	2.134	218,963	088518NH4	27275	250,000
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	3,444	2.044	2,176,425	3133ENJZ4	27360	2,448,081
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	3,557	4.181	967,307	31422XXY3	27403	970,215
Fund Total and Average		\$ 26,590,446	1.899		\$ 26,650,144		1894	1.818	\$ 24,646,996			\$ 26,613,239
GRAND TOTALS:		\$ 28,382,446	1.834		\$ 28,441,464		1839	1.757	\$ 26,325,971			\$ 28,403,808

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 07/31/2022

Callable Dates:

V #	Issuer	Callable Dates
'977	SCRWTR	Anytime
'111	CASMED	Anytime
'162	APPL	Anytime starting 1/8/2026
'163	FHLB	Quarterly
'177	FAMCA	Semi-annually
'218	JPM	Annually starting 4/30/2023
'219	NYC	Anytime
'229	BAC	Semi-annually
'245	FHLB	Anytime
'246	FAMCA	Semi-annually
'258	BAC	Semi-annually starting 8/26/2022
'403	FAMCA	Quarterly starting 4/27/2023
'405	NYC	Anytime



Northern California Power Agency
Treasurer's Report
07/31/2022

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
S Bank Trust	USBT	4,710,415	0.005		4,710,415		1	0.005	4,710,415	SYS79017	79017	4,710,415
Fund Total and Average		\$ 4,710,415	0.005		\$ 4,710,415		1	0.005	\$ 4,710,415			\$ 4,710,415
GRAND TOTALS:		\$ 4,710,415	0.005		\$ 4,710,415		1	0.005	\$ 4,710,415			\$ 4,710,415

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 07/31/2022



Northern California Power Agency

Treasurer's Report

07/31/2022

Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	12,523,257	0.742		12,523,257		1	0.742	12,523,257	SYS70028	70028	12,523,257
First American Govt.	USBGC	12,321	1.260		12,321		1	1.260	12,321	SYS70031	70031	12,321
Public Storage	USBGC	500,000	2.370	03/14/2018	485,770	09/15/2022	45	3.051	499,950	74460DAB5	26546	499,614
Isa Inc.	USBGC	500,000	2.800	03/14/2018	494,470	12/14/2022	135	3.051	500,085	92826CAC6	26547	499,570
Toyota Motor Credit	USBGC	500,000	2.700	06/13/2018	489,100	01/11/2023	163	3.215	499,335	89236TEL5	26619	498,942
United Parcel Service	USBGC	500,000	2.500	06/13/2018	484,900	04/01/2023	243	3.182	498,260	911312BK1	26620	497,903
Colgate-Palmolive Co	USBGC	550,000	2.100	08/09/2018	528,660	05/01/2023	273	2.985	545,518	19416QEC0	26652	546,615
Paul Getty Trust	USBGC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	518	0.401	959,190	374288AB4	27161	1,000,000
Jet Life Glob Fundin	USBGC	209,000	0.700	04/12/2022	199,867	04/05/2024	613	2.988	198,859	58989V2C7	27385	201,283
Jet Life Glob Fundin	USBGC	419,000	0.700	04/12/2022	400,690	04/05/2024	613	2.988	398,670	58989V2C7	27386	403,489
Ashtville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	731	1.029	239,590	592090GB4	27134	250,000
California Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	792	0.683	94,638	13034AL57	27135	100,000
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	867	1.744	496,345	931142DV2	26950	510,248
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	997	0.839	517,761	06406RAN7	27221	556,103
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,022	0.675	469,525	31422BA26	27004	500,000
Ashtville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	1,096	1.229	236,055	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	1,110	1.950	505,775	283734TC5	27131	534,622
California Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	1,157	0.765	120,663	13034AL65	27132	130,000
Bank of America Corp	USBGC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,212	0.798	899,690	06048WM41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,227	0.615	464,955	3135G06J7	27136	500,573
P Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,239	0.825	453,470	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	1,247	0.576	458,995	3135G06Q1	27148	501,062
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,291	0.530	457,760	3130AKWA0	27165	499,823
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	1,304	0.500	460,560	3130AKXX9	27181	500,000
Federal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,359	1.084	474,925	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,383	1.082	464,995	91324PEC2	27231	501,289
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,477	0.875	464,615	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	1,484	0.967	464,910	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	09/26/2021	50,000	08/26/2026	1,486	1.250	44,274	06048WM22	27257	50,000
SMC Arizona Corp.	USBGC	200,000	1.750	12/09/2021	201,704	10/25/2026	1,546	1.567	185,290	872898AA9	27332	201,476
Public Storage	USBGC	250,000	1.500	12/09/2021	250,290	11/09/2026	1,561	1.475	230,800	74460DAG4	27338	250,252
Federal Home Loan Ba	USBGC	500,000	0.800	12/29/2021	500,000	12/29/2026	1,611	1.509	474,815	3130AQER0	27344	500,000
Fund Total and Average		\$ 25,988,678	1.051		\$ 25,990,431		497	1.103	\$ 25,315,851			\$ 26,018,424

Hydro Debt Service

U.S. Treasury	USBT	26,000	2.730	07/27/2022	25,694	12/29/2022	150	2.800	25,709	912796R27	27429	25,704
Fund Total and Average		\$ 26,000	2.730		\$ 25,694		150	2.801	\$ 25,709			\$ 25,704



Northern California Power Agency

Treasurer's Report

07/31/2022

Hydro 2018A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Hydro 2018A Debt Service												
Federal Home Loan Ba	USBT	1,110,000	0.000	07/27/2022	1,096,786	12/29/2022	150	2.837	1,097,657	313385U95	27430	1,097,212
Fund Total and Average		\$ 1,110,000	0.000		\$ 1,096,786		150	2.837	\$ 1,097,657			\$ 1,097,212

Hydro 2019A Debt Service

Federal Home Loan Ba	USBT	1,209,000	2.765	07/27/2022	1,194,607	12/29/2022	150	2.837	1,195,556	313385U95	27431	1,195,071
Fund Total and Average		\$ 1,209,000	2.765		\$ 1,194,607		150	2.837	\$ 1,195,556			\$ 1,195,071

Hydro 2022A Debt Service

Federal Home Loan Ba	USBT	507,000	2.764	07/27/2022	500,964	12/29/2022	150	2.837	501,362	313385U95	27432	501,159
Fund Total and Average		\$ 507,000	2.765		\$ 500,964		150	2.837	\$ 501,362			\$ 501,159

Hydro 2022B Debt Service

Federal Home Loan Ba	USBT	168,000	2.765	07/27/2022	166,000	12/29/2022	150	2.837	166,132	313385U95	27433	166,065
Fund Total and Average		\$ 168,000	2.765		\$ 166,000		150	2.837	\$ 166,132			\$ 166,065

Hydro Special Reserve

First American Govt.	USBGC	5,000	1.260		5,000		1	1.260	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,194	0.460	1,385,222	3135G06G3	27166	1,496,933
Fund Total and Average		\$ 1,500,000	0.503		\$ 1,502,796		1190	0.463	\$ 1,390,222			\$ 1,501,933

Hydro 2012 DSRA

U.S. Treasury	USBT	1,875,000	1.750	04/27/2022	1,843,359	06/30/2024	699	2.551	1,835,531	9128286Z8	27388	1,847,180
Fund Total and Average		\$ 1,875,000	1.750		\$ 1,843,359		699	2.551	\$ 1,835,531			\$ 1,847,180

GRAND TOTAL:

\$ 32,353,818

1,130

\$ 32,320,831

009

1,310

\$ 31,928,020

\$ 32,352,140

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 07/31/2022

Callable Dates:

TV #

6950	WMT	Anytime starting 10/15/2024
7004	FAMCA	Semi-annually
7131	ELPASO	Callable annually starting 8/15/2023
7132	FFCB	Anytime
7135	CASDEV	Anytime
7136	FNMA	Quarterly
7140	JPM	Quarterly starting 12/22/2023
7161	JPGETY	Anytime starting 10/1/2023
7165	FHLB	Anytime
7214	FHLB	4/21/2023
7221	BK	3/24/2025
7253	FHLB	Quarterly starting 8/17/2022
7254	FHLB	Monthly
7257	BAC	Semi-annually starting 8/26/2022
7344	FHLB	12/29/2023



Northern California Power Agency

Treasurer's Report

07/31/2022

EC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
ocal Agency Investm		461,985	0.742		461,985		1	0.742	461,985	SYS70046	70046	461,985
Fund Total and Average		\$ 461,985	0.742		\$ 461,985		1	0.742	\$ 461,985			\$ 461,985

EC Issue #1 2010B DS Fund

S Bank Trust	USB	297	0.005		297		1	0.005	297	SYS79004	79004	297
ederal Home Loan Ba	USBT	728,000	2.200	06/29/2022	721,104	12/01/2022	122	2.251	721,412	313385R57	27428	722,572
ederal Home Loan Ba	USBT	728,000	2.660	07/27/2022	721,169	12/01/2022	122	2.722	721,412	313385R57	27434	721,437
.S. Treasury	USBT	113,000	1.550	06/03/2022	112,119	12/01/2022	122	1.583	112,010	912796P94	27413	112,406
Fund Total and Average		\$ 1,569,297	2.366		\$ 1,554,689		122	2.421	\$ 1,555,131			\$ 1,566,712

EC Issue #2 2010B DS Fund

S Bank Trust	USB	940	0.005		940		1	0.005	940	SYS79012	79012	940
ederal Home Loan Ba	USBT	787,000	2.200	06/29/2022	779,545	12/01/2022	122	2.251	779,878	313385R57	27427	781,132
ederal Home Loan Ba	USBT	786,000	2.660	07/27/2022	778,624	12/01/2022	122	2.722	778,887	313385R57	27435	778,915
.S. Treasury	USBT	60,000	2.149	06/15/2022	59,394	12/01/2022	122	2.202	59,474	912796P94	27417	59,563
Fund Total and Average		\$ 1,633,940	2.418		\$ 1,618,503		122	2.475	\$ 1,619,179			\$ 1,620,550

EC Issue#1 2017A DS Fund

ederal Home Loan Ba	USBT	673,000	2.200	06/29/2022	666,625	12/01/2022	122	2.251	666,909	313385R57	27428	667,982
ederal Home Loan Ba	USBT	673,000	2.660	07/27/2022	666,685	12/01/2022	122	2.722	666,909	313385R57	27436	666,933
.S. Treasury	USBT	11,000	1.549	06/03/2022	10,914	12/01/2022	122	1.583	10,904	912796P94	27414	10,942
Fund Total and Average		\$ 1,357,000	2.423		\$ 1,344,224		122	2.480	\$ 1,344,722			\$ 1,345,857

EC Issue #1 2010 DSR Fund

S Bank Trust	USB	366	0.005		366		1	0.005	366	SYS79005	79005	366
.S. Treasury	USBT	18,000	0.947	05/11/2022	17,946	09/01/2022	31	0.963	17,967	912796T66	27402	17,985
.S. Treasury	USBT	4,250,000	2.150	06/15/2022	4,207,105	12/01/2022	122	2.202	4,212,770	912796P94	27418	4,219,034
.S. Treasury	USBT	514,000	1.952	06/21/2022	509,455	12/01/2022	122	1.997	509,497	912796P94	27422	510,598
ederal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,309	0.840	4,122,071	3133EMSK9	27199	4,430,000
ederal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,411	0.799	139,304	3130AN4T4	27270	150,426
Fund Total and Average		\$ 9,362,366	1.494		\$ 9,315,400		706	1.519	\$ 9,001,975			\$ 9,328,408

EC Iss#1 2010B BABS Subs Resv



Northern California Power Agency

Treasurer's Report

07/31/2022

EC Iss#1 2010B BABS Subs Resv

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
S Bank Trust	USB	531	0.005		531		1	0.005	531	SYS79006	79006	531
U.S. Treasury	USBT	2,277,000	1.550	06/03/2022	2,259,255	12/01/2022	122	1.583	2,257,053	912796P94	27415	2,265,039
Fund Total and Average		\$ 2,277,531	1.550		\$ 2,259,786		122	1.584	\$ 2,257,584			\$ 2,265,570

EC Issue #2 2010B DSR BABS

S Bank Trust	USB	148	0.005		148		1	0.005	148	SYS79013	79013	148
U.S. Treasury	USBT	154,000	1.549	06/03/2022	152,800	12/01/2022	122	1.583	152,651	912796P94	27416	153,191
Fund Total and Average		\$ 154,148	1.549		\$ 152,948		122	1.582	\$ 152,799			\$ 153,339

EC O & M Reserve

Local Agency Investm		2,098,988	0.742		2,098,988		1	0.742	2,098,988	SYS70047	70047	2,098,988
First American Govt.	USBGC	10,568	1.260		10,568		1	1.260	10,568	SYS70041	70041	10,568
Metropolitan Financial	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	853	1.776	464,856	14912L6G1	26952	480,256
Memphis Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,065	0.610	465,210	592112UB0	27176	500,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,093	0.579	930,710	3136G4D75	27047	1,000,599
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,113	0.600	929,590	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,155	0.530	692,865	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,155	0.530	616,936	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,287	0.699	461,965	037833EB2	27170	500,000
P Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,368	1.200	448,470	48128G3G3	27222	500,000
JPMorgan Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,445	1.050	911,730	57629WDE7	27250	1,005,767
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,486	1.250	88,548	06048VWN22	27259	100,000
Metropolitan Financial	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,505	1.227	459,680	14913R2Q9	27290	498,463
SMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,546	1.567	787,483	872898AA9	27335	856,282
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,561	1.490	475,448	74460DAG4	27310	515,206
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,561	1.475	982,285	74460DAG4	27341	1,065,072
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	1,765	3.654	183,152	088006KB6	27424	179,581
Fund Total and Average		\$ 11,723,556	1.053		\$ 11,749,422		1072	1.001	\$ 11,008,484			\$ 11,730,786
GRAND TOTALS:		\$ 28,539,823	1.449		\$ 28,456,967		703	1.448	\$ 27,401,859			\$ 28,463,208

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 07/31/2022

Available Dates:

Inv #	Inv #	Inv #
'047 FHLMC Quarterly	27170 APPL Anytime starting 1/8/2026	
'057 FNMA Quarterly starting 8/18/2022	27199 FFCB Anytime	
'083 FFCB Anytime	27222 JPM Annually starting 4/30/2023	
'084 FFCB Anytime	27259 BAC Semi-annually starting 8/26/2022	



Commission Staff Report

COMMISSION MEETING DATE: August 25, 2022

SUBJECT: Disposal of Northern California Power Agency Surplus Property

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

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

- E-Waste from Lodi Energy Center

BACKGROUND:

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

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

FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Declarations of Surplus
Receipts of disposal



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 7/20/2022

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

JUSTIFICATION FOR EXCESS/DISPOSAL: E-WASTE

RECOMMENDED DISPOSITION: SCRAP

PREPARED BY: Melissa Philpot / Rafael Santana
ORG. _____

APPROVED BY: Michael DeBartolo CODE: _____
(ASST. GEN. MANAGER)

AUTHORIZATION
TO PROCEED: James S. Ibarra DATE: 8/1/22
(GENERAL MANAGER)

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

*U/M = UNIT OF MEASURE

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

ORIGINAL TO TREASURER-CONTROLLER



is an acknowledgment that a Bill of Lading has been issued and is not Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

D1562B4

376418

Fremouw Environmental Services Inc.

Date 8-9-22

(Name of carrier)

(SCAC)

On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

Consignee **Revolt Recycling LLC**

Street 657 143rd Ave

City **San Leandro** State **CA** Zip Code **94578**

FROM: Shinner

Street 12745 N. Thornton Road

City **Lodi** State **CA** Zip Code **95242**

24 hr. Emergency Contact Tel. No. **888-786-7225**

Route

Vehicle
Number[illegible]PLACARDS TENDERED: YES ☒ NO ☐

Note — (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____."

(2) Where the applicable tariff provisions specify a limitation of the carrier's liability absent a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provision. See NMFC item T72.

(3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See Section 2(e) of the Uniform Rules for the Carriage of Goods by Sea and Section 1(A) of the Uniform Rules of the Carriage of Goods by Air and Section 1(A) of the Uniform Rules of the Carriage of Goods by Rail.

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labelled/picarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

REMIT
C.O.D. TO:
ADDRESS

COD

Amt: \$

C.O.D. FEE:
PREPAID ☐
COLLECT ☐ \$

TOTAL CHARGES	\$
----------------------	-----------

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

FREIGHT CHARGES	
-----------------	--

FREIGHT PREPAID Check box if charges
except when box at are to be
right is checked ☐ collect

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to

tion and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER

-NEPA LEC/STIG

PER W. J. Phillet

CARRIER

Fretzow Environmental Services Inc.

PER

DATE _____

Permanent post-office address of shipper.



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Commission Staff Report

COMMISSION MEETING DATE: August 25, 2022

SUBJECT: Debt and Interest Rate Management Report ending June 30, 2022

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission accept the Debt and Interest Rate Management Report for the period ending June 30, 2022.

BACKGROUND:

In accordance with the Debt and Interest Rate Management Policy, Section 20, *Monitoring and Reporting Requirements*, approved by the Commission in May 2019, the Finance team will provide a written report regarding the status of all fixed and variable rate debt and the Agency's interest rate swaps on a semi-annual basis to the Finance Committee and to the Commission.

The report, for the period ending June 30, 2022, is attached for your information and acceptance. Listed below is a summary of the report.

Fixed Rate Debt

Since the last report, the 2012 Hydroelectric bonds were redeemed and refunded with the 2022 Hydroelectric bonds.

Variable Rate Debt

The 2008 Hydroelectric Letter of Credit with Bank of America was terminated in May 2022 allowing the 2008 Hydroelectric bonds to be redeemed and refunded with the 2022 Hydroelectric bonds. The Agency no longer has a letter of credit or variable rate debt outstanding.

Interest Rate Swaps

In conjunction with the 2022 Hydroelectric refunding, the low-interest environment provided an opportunity for the Agency to de-risk the Hydroelectric debt portfolio by terminating the interest rate swap with Citibank. The transaction resulted in the Agency making a termination payment of \$11,928,000 to Citi which generated an NPV loss of \$430k but within the parameters authorized by the Commission. The action removed a significant amount of risk, administration, and future expenses. At this time, no interest rate swaps remain outstanding.

Counterparties

N/A

Rating Changes

Since the last report, NCPA staff met with all three rating agencies. Fitch Ratings and Moody's provided the following reports.

- Fitch Ratings affirmed the 'AA-' rating on the Hydroelectric project
- Moody's affirmed the 'Aa3' rating on the Hydroelectric project
- Moody's issued a credit opinion on Lodi Energy Center (Indenture A & B) affirming the 'A1' and 'Aa1' ratings with stable outlooks
- Fitch reviewed the ratings of the Lodi Energy Center and concluded no change to the existing rating or outlook

The Agency is expecting to receive updates from S&P in August 2022.

FISCAL IMPACT:

On March 10th, NCPA staff along with our financial advisor, PFM, finalized the redemption of the 2012 Hydroelectric Series A bonds, termination of the interest rate swap and letter of credit, and redemption of the 2008 Hydroelectric variable rate bonds with the 2022 Hydroelectric refunding. The final numbers include the following:

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

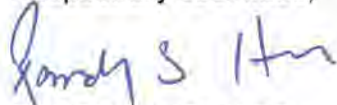
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation was reviewed and endorsed by the Finance Committee on August 9, 2022.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Debt and Interest Rate Management Report as of 6-30-2022



Debt and Interest Rate Management Report As of June 30, 2022

**Monty Hanks
August 2022**

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Key Highlights from Jan – June 2022

- Material changes since the last report
 - 2008 Hydroelectric swap with Citi was terminated
 - 2008 Hydroelectric Letter of Credit with BofA was terminated
 - 2008 and 2012 Hydroelectric bonds were redeemed and refunded with the 2022 Hydroelectric bonds
- Ratings on all projects remained the same
 - Fitch Ratings affirmed the 'AA-' rating on the Hydroelectric project
 - Moody's affirmed the 'Aa3' rating on the Hydroelectric project
 - Moody's issued a credit opinion on Lodi Energy Center (Indenture A & B) affirming the 'A1' and 'Aa1' ratings with stable outlooks
 - Fitch reviewed the ratings of the Lodi Energy Center and concluded no change to the existing rating or outlook
- No defaults occurred on any of NCPA's outstanding debt



NORTHERN CALIFORNIA POWER AGENCY

DEBT OVERVIEW BY PROJECT

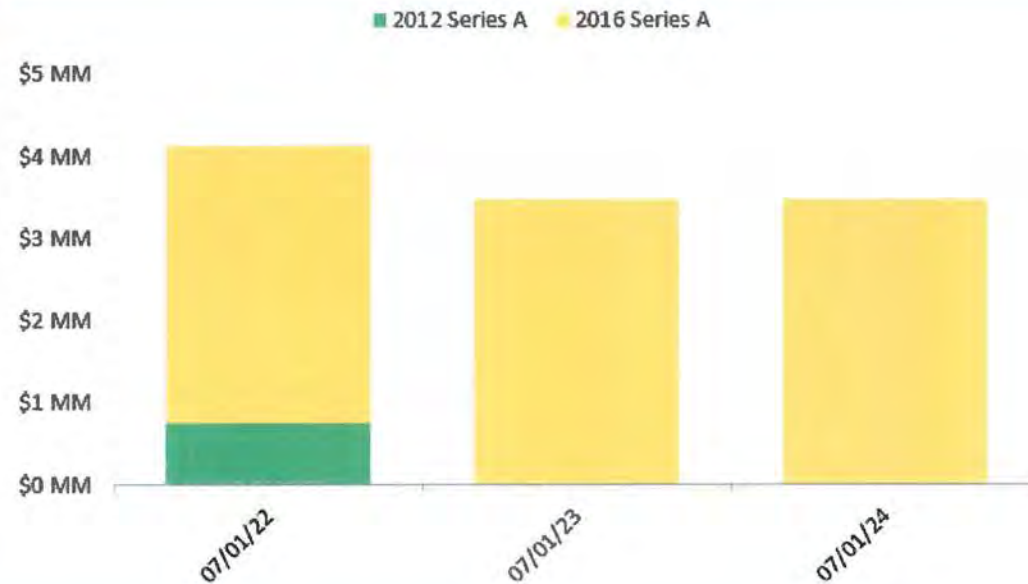


Geothermal Project Debt Overview

Geothermal Project Participation Percentages

Member	Entitlement Share (%)	Beneficiary Share (%)
Alameda	16.8825	16.8825
Biggs	0.2270	0.2270
Gridley	0.3950	0.3360
Healdsburg	3.6740	3.6740
Lodi	10.2800	10.2800
Lompoc	3.6810	3.6810
Palo Alto	6.1580	0.0000
Plumas-Sierra	0.8145	0.7010
Roseville	7.8830	7.8830
Santa Clara	44.3905	44.3905
TID	0.0000	6.3305
Ukiah	5.6145	5.6145

Geothermal Project Debt Service



Summary of Outstanding Geothermal Project Debt

Ratings (M/S/F): -/-/- (1)

Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2012 Series A	Tax-Exempt	Fixed-Rate	\$12,910,000	\$725,000	2.289%	7/1/2017	7/1/2022
2016 Series A	Tax-Exempt	Fixed-Rate	\$17,530,000	\$10,090,000	1.670%	-	7/1/2024

(1) Outstanding bonds are bank loans; ratings withdrawn.

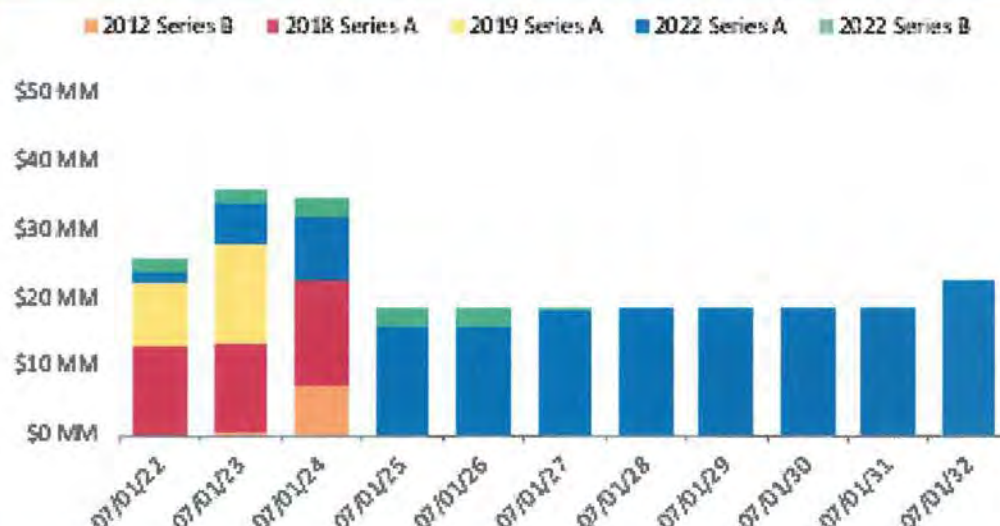


Hydroelectric Project Debt Overview

Hydroelectric Project Participation Percentages

Member	Entitlement Share (%)
Alameda	10.000
Biggs	0.100
Gridley	1.060
Healdsburg	1.660
Lodi	10.370
Lompoc	2.300
Palo Alto	22.920
Roseville	12.000
Santa Clara	35.860
Ukiah	2.040
Plumas-Sierra	1.690

Hydroelectric Project Debt Service



Summary of Outstanding Hydroelectric Project Debt

Ratings (M/S/F): Aa3/A+/AA-, Stable Outlooks ⁽¹⁾

Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2012 Series B	Taxable	Fixed-Rate	\$7,120,000	\$7,120,000	4.320%	Make-Whole	7/1/2024
2018 Series A	Tax-Exempt	Fixed-Rate	\$68,875,000	\$37,950,000	5.000%	Non-Callable	7/1/2024
2019 Series A	Tax-Exempt	Fixed-Rate	\$39,250,000	\$22,295,000	4.000%-5.000%	Non-Callable	7/1/2023
2022 Series A	Tax-Exempt	Fixed-Rate	120,300,000	120,300,000	5.000%	Non-Callable	7/1/2032
2022 Series B	Taxable	Fixed-Rate	12,010,000	12,010,000	1.823%-2.593%	Non-Callable	7/1/2027

⁽¹⁾ S&P rating only on 2012 Series B Bonds

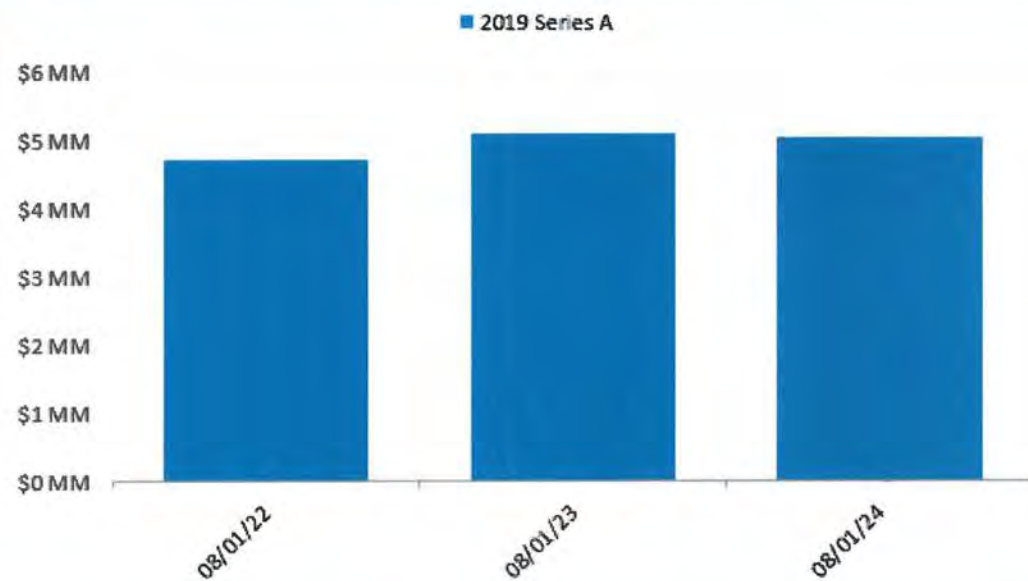


Capital Facilities Debt Overview

Capital Facilities Participation Percentages

Member	Entitlement Share (%)
Alameda	19.00
Lodi	39.50
Lompoc	5.00
Roseville	36.50

Capital Facilities Debt Service



Summary of Outstanding Capital Facilities Debt

Ratings (M/S/F): A1/-/, Stable Outlook

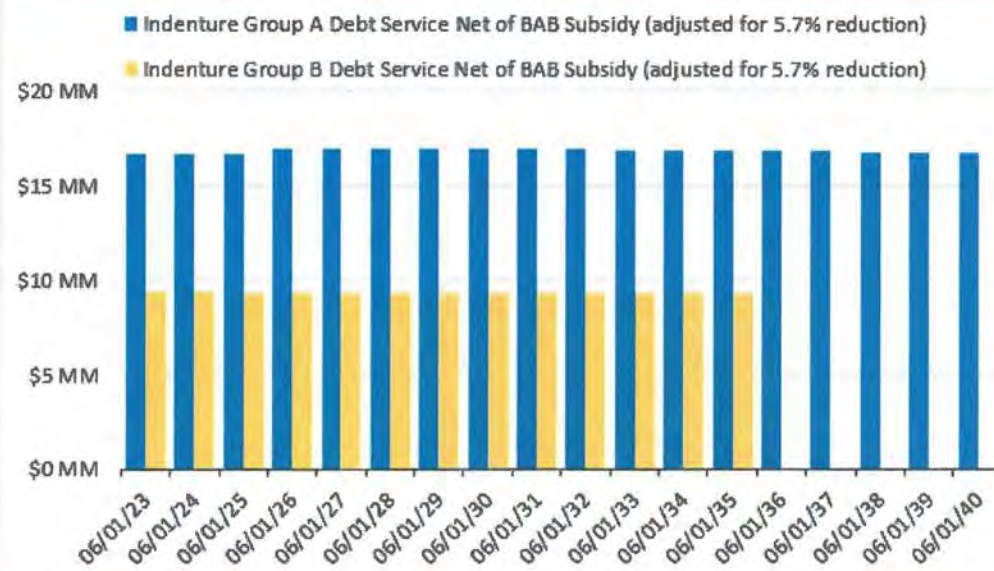
Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2019 Series A	Tax-Exempt	Fixed-Rate	\$20,450,000	\$13,795,000	5.000%	-	8/1/2024

Lodi Energy Center Debt Overview

LEC Participation Percentages

Member	Entitlement Share (%)	Ind. Group A Cost Share (%)
CDWR	33.5000	-
Azusa	2.7857	4.9936
Biggs	0.2679	0.4802
Gridley	1.9643	3.5212
Healdsburg	1.6428	2.9448
Lodi	9.5000	17.0295
Lompoc	2.0357	3.6491
Santa Clara	25.7500	46.1588
Ukiah	1.7857	3.2010
MID	10.7143	-
Plumas-Sierra	0.7857	1.4084
PWRPA	2.6679	4.7824
SFBART	6.6000	11.8310

Lodi Energy Center Debt Service



Summary of Outstanding Lodi Energy Center Debt

Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Next Call	Final Maturity
Indenture Group A Ratings (M/S/F): A1/A-/A, Stable Outlooks ⁽¹⁾							
2010 Series B	Taxable BABs	Fixed-Rate	\$176,625,000	\$176,625,000	7.311% ⁽²⁾	Make-Whole	6/1/2040
2017 Series A	Tax-Exempt	Fixed-Rate	\$38,970,000	\$22,945,000	2.270%	-	6/1/2025
Indenture Group B—CADWR Ratings (M/SF): Aa2/AAA/-, Stable Outlooks							
2010 Series B	Taxable BABs	Fixed-Rate	\$110,225,000	\$94,085,000	4.630%-5.679% ⁽¹⁾	Make-Whole	6/1/2035

⁽¹⁾ Ratings only on 2010 Series B Bonds; 2017 Series A Bonds are bank loans

⁽²⁾ Taxable Build America Bonds; Interest rate gross of BAB subsidy



FIXED RATE DEBT OVERVIEW

Fixed Rate Debt Overview

- Fixed Rate Debt

- 2012 Hydroelectric bonds were redeemed and refunded with the 2022 Hydroelectric bonds

- Ratings

- March 2022
 - Fitch Ratings affirmed the 'AA-' rating on the Hydroelectric project
 - Moody's affirmed the 'Aa3' rating on the Hydroelectric project
 - Moody's issued a credit opinion on Lodi Energy Center (Indenture A & B) affirming the 'A1' and 'Aa1' ratings with stable outlooks
- May 2022
 - Fitch reviewed the ratings of the Lodi Energy Center and concluded no change to the existing rating or outlook



VARIABLE RATE DEBT OVERVIEW

Variable Rate Debt Overview

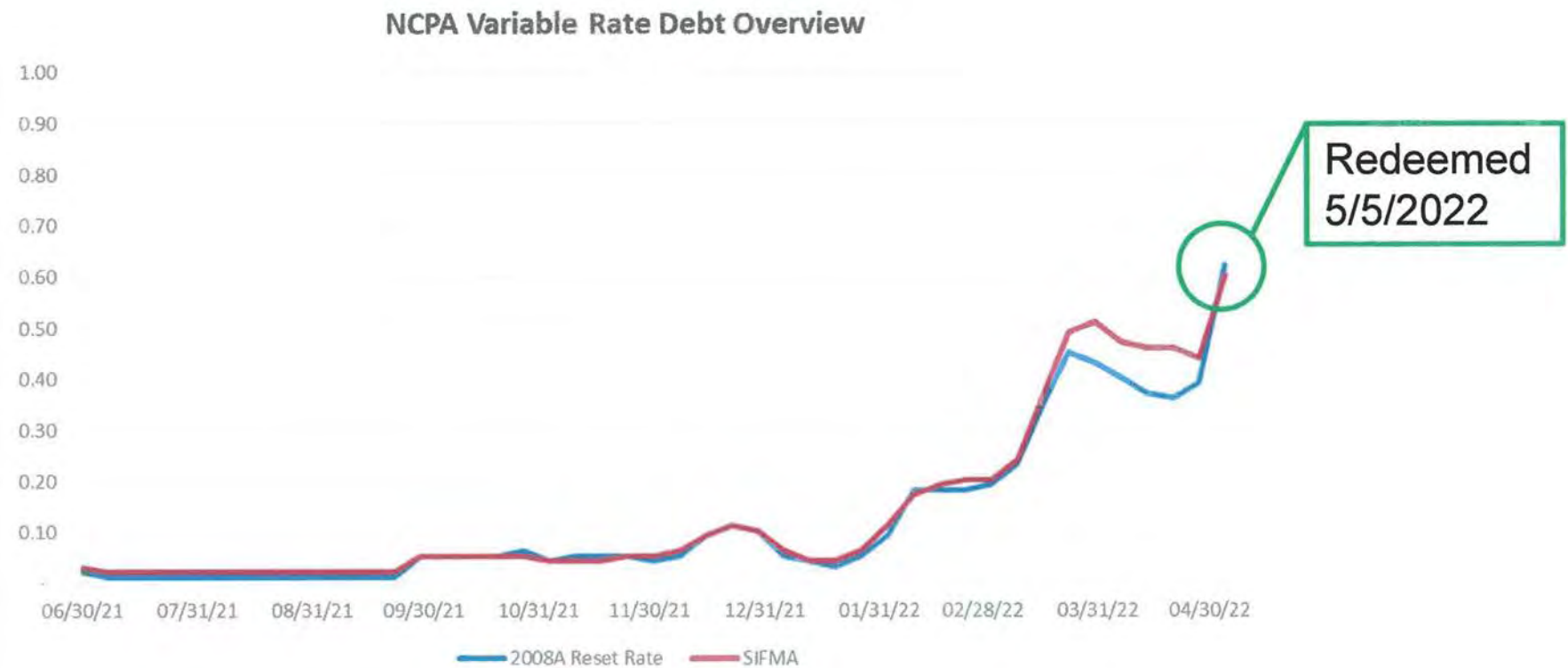
- Variable Rate Debt
 - 2008 Hydroelectric Letter of Credit with BofA was terminated in May 2022
 - 2008 Hydroelectric bonds were redeemed and refunded with the 2022 Hydroelectric bonds
- No Letter of Credit or variable rate debt remaining

Variable Rate Debt Overview

Hydro 2008A	
Variable Rate Debt Amount	\$ 79,220,000
Priced Payment	Weekly Monthly
Swap Counter-party:	Citigroup
Payments	NCPA Pays Fixed @ 3.819%
From/To: Counterparty	NCPA Receives Floating rate (based on 54% of monthly Libor+.54%)
Payment terms:	Semi-Annual (net) Semi-Annual (net)
Liquidity/Letter of Credit Provider	Bank of America
Annual Fee	35.0 bp
Expiration Date	6/21/2024
Credit Ratings	Aa2/A+/AA-

LOC with BofA
Terminated
May 5, 2022

Variable Rate Debt Overview





INTEREST RATE SWAP OVERVIEW

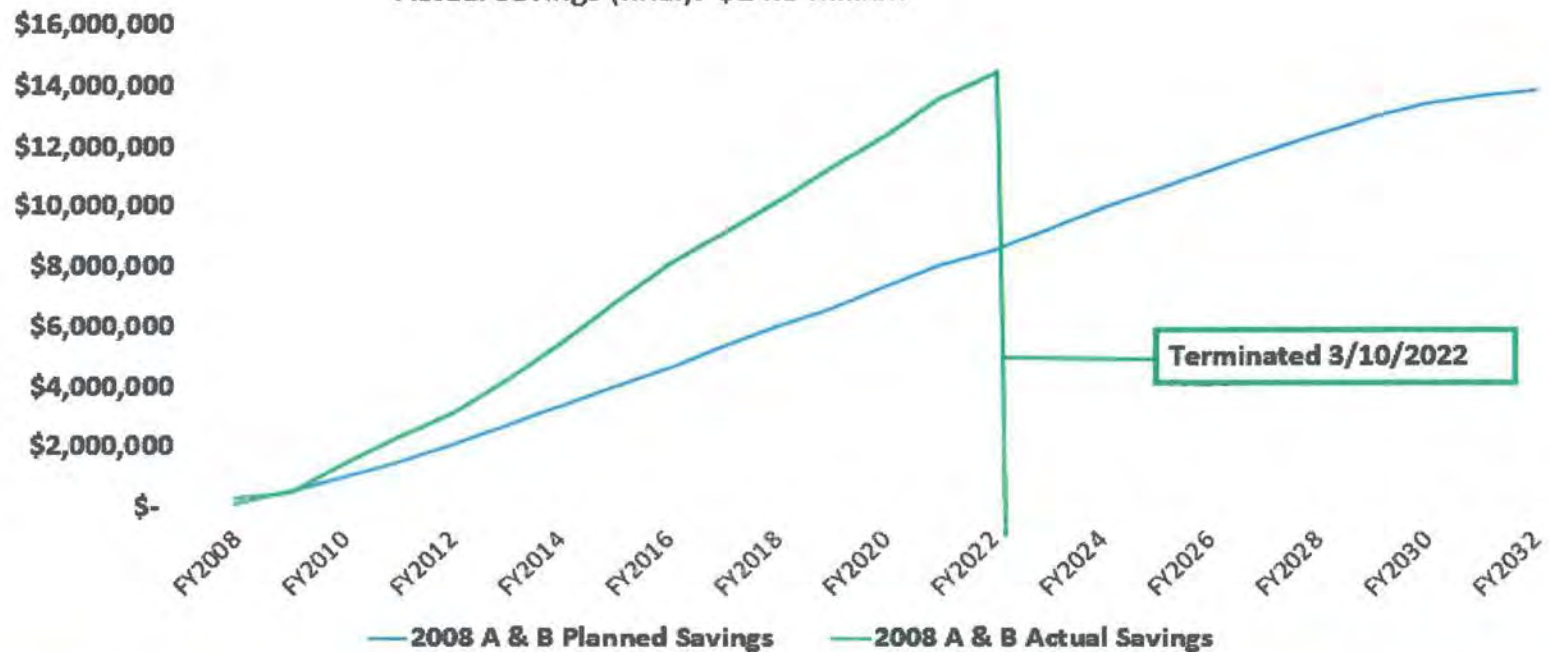
Interest Rate Swap Overview

- 2008 Hydroelectric swap with Citi was terminated in March 2022
 - Payment of \$11,928,000 to Citi
 - NPV Loss \$430,087 but within Commission parameters
- No interest rate swaps remaining

Interest Rate Swap Overview

Northern California Power Agency Hydroelectric Project Swaps Performance to Date June 30, 2022

Total Projected Savings over life of bonds: \$13.9 million
Total Projected Savings through 3/2022: \$8.5 million
Actual Savings (final): \$14.3 million





Commission Staff Report

COMMISSION MEETING DATE: August 25, 2022

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

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 22-76 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Sierra Hydrographics for hydrographic related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$600,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Hydrographic related 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 desires to enter into this agreement so established terms and conditions are in place for this Scope of Work with this vendor. NCPA has an agreement in place with Western Hydrologics, LLP for similar services.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$600,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

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

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

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-76
- Multi-Task Professional Services Agreement with Sierra Hydrographics

RESOLUTION 22-76

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH SIERRA
HYDROGRAPHICS**

(reference Staff Report 190:22)

WHEREAS, hydrographic related 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, Sierra Hydrographics is a provider of these services; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Professional Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$600,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

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

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND SIERRA HYDROGRAPHICS

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 Sierra Hydrographics, a corporation, with its office located at 42163 Bald Mountain Road, Auberry, CA 93602 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

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

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

Section 2.

COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED SIX HUNDRED THOUSAND** dollars (\$600,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

4.1 Workers' Compensation. If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of 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, SCPA 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, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

Sierra Hydrographics
Attention: Dotty Garrigue
42163 Bald Mountain Road
Auberry, CA 93602

With a copy to:

Sierra Hydrographics
Attention: Michael Medlin
1691 Hoffman Street
Woodland, CA 95776

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, SPCPA or SPCPA 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

SIERRA HYDROGRAPHICS

Date _____

Date _____

RANDY S. HOWARD,
General Manager

DOTTY GARRIGUE,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Sierra Hydrographics ("Consultant") shall provide hydrographic services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) and by SCPPA Members.

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

- Water Data Processing
- Rating Table Work
- Water Year Record Development
- Report Compilations
- Gauge Level Runs
- Monitoring Device Installation
- Device testing
- QA/QC
- Stream Flow Measurements
- Field Readings

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

01/01/2022 – 12/31/2022 - Sierra Hydrographics fees are as follows:

Hourly Labor Rate: \$150.00

Mileage Rate: \$0.585 per mile

Current Per Diem Rate per GSA as needed.

All Services will be charged on a time and material basis.

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

Sierra Hydrographics

(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: August 25, 2022

SUBJECT: Proclaiming the Termination of the Declaration of a Local Emergency Concerning the COVID-19 Virus, and Rescinding Resolution 20-30, as modified by Resolution 22-12, in its entirety

AGENDA CATEGORY: Consent

FROM:	Randy S. Howard	METHOD OF SELECTION:
	General Manager	N/A
Division:	Executive Services	<i>If other, please describe:</i>
Department:	General Manager	

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

RECOMMENDATION:

Approve Resolution 22-88 Proclaiming the Termination of the Declaration of a Local Emergency Concerning the COVID-19 Virus, and Rescinding Resolution 20-30, as modified by Resolution 22-12, in its entirety.

BACKGROUND:

On January 30, 2020, the World Health Organization declared the COVID-19 outbreak to be a "public health emergency of international concern." On March 4, 2020, the Governor of California proclaimed a State of Emergency in the State of California. COVID-19 was declared a pandemic by the World Health Organization on March 11, 2020. On March 13, 2020, the President of the United States declared a state of national emergency in response to the COVID-19 outbreak.

On March 26, 2020, the NCPA Commission adopted Resolution 20-30, Proclaiming the Existence of a Local Emergency Concerning the COVID-19 Virus, Authorizing the General Manager as the Director of Emergency Services to Coordinate Planning, Preparedness and Response Efforts Regarding COVID-19.

On January 20, 2022, the NCPA Commission adopted Resolution 22-12, Reaffirming the Existence of a Local Emergency Concerning the COVID-19 Virus, Authorizing the General Manager as the Director of Emergency Services to Coordinate Planning, Preparedness and Response Efforts Regarding COVID-19.

During the Local Emergency the General Manager regularly provided updates, including but not limited to simultaneous updates: of 1) actions taken pursuant to the authority granted by this declaration of a State of Emergency, and 2) information relevant to the declared State of Emergency (including but not limited to, local government responses to COVID-19, and other aspects relevant to the declared emergency) from local, state and federal government officials, in order for Members of the Commission to stay apprised of emergency operations and the impact of the emergency within the Agency.

The Governor of the State of California terminated the Stay at Home Order and the Blueprint for a Safer Economy on June 15, 2021. On February 25, 2022, the State of California removed all but 30 of the 561 executive order provisions related to the pandemic. On June 17, 2022, the State of California terminated five (5) provisions related to Cal/Osha's COVID-19 Emergency Temporary Standards, following workplace safety rules that took effect in May. Fifteen additional provisions expired on June 30, after which 5 percent of the COVID-19 related executive order provisions issued throughout the pandemic will remain in place.

NCPA has been proactive in ensuring adequate staffing, supplies, and resources to address the ongoing effect of COVID-19. Therefore, while COVID-19 is still present in California, the emergency power established by the proclamation of a local emergency are no longer needed at this time. Based on the State's actions and NCPA's efforts, conditions warrant the termination of the Local Emergency proclaimed on March 26, 2020. As such, the General Manager recommends the Commission adopt Resolution Proclaiming the Termination of the Local Emergency effective immediately.

Upon termination of the Local Emergency, Resolution 22-12 will terminate.

FISCAL IMPACT:

There is no fiscal impact associated with terminating the local emergency.

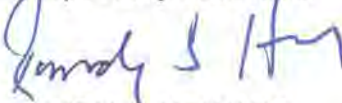
ENVIRONMENTAL ANALYSIS:

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:

Pending Executive Committee consideration and approval to recommend full Commission approve.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", is written over the typed name.

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 22-88
- Adopted Resolution 22-12
- Adopted Resolution 20-30

RESOLUTION 22-88

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY PROCLAIMING THE TERMINATION OF THE DECLARATION OF A LOCAL EMERGENCY CONCERNING THE COVID-19 VIRUS, AND RESCINDING RESOLUTION 20-30, AS MODIFIED BY RESOLUTION 22-12, IN ITS ENTIRETY

(reference Staff Report #203:22)

WHEREAS, on January 30, 2020, the World Health Organization declared the COVID-19 outbreak to be a public health emergency of international concern; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in the State of California due to the number of confirmed cases of COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization made the assessment that COVID-19 can be characterized as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a state of national emergency in response to the COVID-19 outbreak; and

WHEREAS, on March 26, 2020, the NCPA Commission adopted Resolution 20-30, Proclaiming the Existence of a Local Emergency Concerning the COVID-19 Virus, Authorizing the General Manager as the Director of Emergency Services to Coordinate Planning, Preparedness and Response Efforts Regarding COVID-19; and

WHEREAS, on January 20, 2022, the NCPA Commission adopted Resolution 22-12, Reaffirming the Existence of a Local Emergency Concerning the COVID-19 Virus, Authorizing the General Manager as the Director of Emergency Services to Coordinate Planning, Preparedness and Response Efforts Regarding COVID-19; and

WHEREAS, the Governor of the State of California terminated the Stay at Home Order and the Blueprint for a Safer Economy on June 15, 2021; and

WHEREAS, on February 25, 2022, the State of California removed all but 30 of the 561 executive order provisions related to the pandemic; and

WHEREAS, on June 17, 2022, the State of California terminated five (5) provisions related to Cal/Osha's COVID-19 Emergency Temporary Standards, following workplace safety rules that took effect in May; and

WHEREAS, fifteen (15) additional provisions expired on June 30, after which 5 percent of the COVID-19 related executive order provisions issued throughout the pandemic will remain in place; and

WHEREAS, based on the State's actions, NCPA now finds that conditions warrant the termination of the Local Emergency proclaimed on March 26, 2020.

NOW, THEREFORE, BE IT RESOLVED that the Commission of NCPA proclaims the termination of the Local Emergency; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Commission of NCPA that Commission Resolutions 20-30 and 22-12 are all hereby approved, ratified, confirmed, and immediately rescinded in their entirety; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Commission of NCPA that this resolution shall be effective immediately upon adoption.

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

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

RESOLUTION 22-12

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY REAFFIRM PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY CONCERNING THE COVID-19 VIRUS, AUTHORIZING THE GENERAL MANAGER AS THE DIRECTOR OF EMERGENCY SERVICES TO COORDINATE PLANNING, PREPAREDNESS AND RESPONSE EFFORTS REGARDING COVID-19

(reference Staff Report #114:22)

WHEREAS, the Commission of the Northern California Power Agency met on January 20, 2022, during a Special Meeting; and

WHEREAS, on January 30, 2020, the World Health Organization declared the COVID-19 outbreak to be a public health emergency of international concern; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in the State of California due to the number of confirmed cases of COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization made the assessment that COVID-19 can be characterized as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a state of national emergency in response to the COVID-19 outbreak; and

WHEREAS, on March 25, 2020, the NCPA Commission adopted Resolution 20-30, Proclaiming the Existence of a Local Emergency Concerning the COVID-19 Virus, Authorizing the General Manager as the Director of Emergency Services to Coordinate Planning, Preparedness and Response Efforts Regarding COVID-19; and

WHEREAS, the threat of exposure to, and the spread of COVID-19, cannot be quarantined to one defined geographical area, and thus is likely to require the combined forces of multiple political subdivisions of the state to combat; and

WHEREAS, the COVID-19 pandemic, as well as physical distancing and other public health measures undertaken in response to it, continue to effect individuals, businesses, and governmental agencies; and

WHEREAS, since late 2021, the statewide average infection rate has increased dramatically, causing an increase in numbers of COVID-19 related hospitalized patients throughout the state which is being driven by the recent emergence of the Omicron variant, as well as the already known Delta variant, which early data suggest that the Omicron variant is more transmissible than the Delta variant; and

WHEREAS, the Department of Homeland Security has identified the energy sector as one of the 16 critical infrastructure sectors that are considered so vital to the United States that their incapacitation or destruction would have debilitating effects on security, national economic security and national public health and safety; and

WHEREAS, California Governor Gavin Newsom in association with Executive Order N-33-20 specified energy sector workers as essential critical infrastructure workers and as an exception to his directive to stay home or at their place of residence; and

WHEREAS, California Governor Gavin Newsom has issued multiple executive orders addressing COVID-19 and may issue additional executive orders; and

WHEREAS, California Public Resources Code Section 21080(b) (2), (3) & (4) and Title 14, California Code of Regulations Section 15269 provide exemptions from review under the California Environmental Quality Act for projects undertaken, carried out, or approved by a public agency to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed as a result of a disaster, or complete emergency repairs to maintain service essential to the public health, safety or welfare, in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act (Cal. Gov. Code §§ 8550) or to take specific actions necessary to prevent or mitigate an emergency.

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency:

1. Recognizes the personal sacrifices and dedication of the Agency's employees who continue working to provide vital, essential electric service to the Agency's Members and customers during this global pandemic; and
2. Declares that a State of Emergency exists in respect to COVID-19; and
3. Authorizes during the existence of said State of Emergency, the General Manager to: 1) exercise the powers, functions and authority as the Director of Emergency Services including those prescribed by state law or by resolution of the Agency, and 2) take all other necessary actions to comply with existing and future emergency enacted federal legislation, executive orders, emergency enacted state legislation, directives of public health officials and similar laws, orders or directives so that the General Manager is hereby empowered to respond effectively to COVID-19; and
4. Authorizes the General Manager to enter into such agreements with third parties as may be necessary to restore, repair, or maintain the essential electric services provided by the Agency; and
5. Waives the provisions of NCPA Commission Resolution No. 13-79, limiting the purchasing authority of the General Manager to \$250,000 and increases that authority to 4 times the delegated authority, with respect to those purchases of goods and services necessary or required by the Agency during this State of Emergency; and
6. Directs the General Manager to communicate weekly, or more frequently as needed, through email or during a conference call of the Commission, or in-person meeting, provide updates, including but not limited to simultaneous updates: of 1) actions taken pursuant to the authority granted by this declaration of a State of Emergency, and 2) information relevant to the declared State of Emergency (including but not limited to, local government responses to COVID-19, and other aspects relevant to the declared emergency) from local, state and federal government officials, in order for Members of the Commission to stay apprised of emergency operations and the impact of the emergency within the Agency; and
7. Declares that the public interest and necessity demand the immediate expenditure of public monies to safeguard life, health, and/or property and finds, based on substantial evidence, that the emergency will not permit a delay resulting from competitive solicitation for bids, and that this action is necessary to respond to the emergency. Based thereon, it is delegated to the General Manager the authority to take such action as may be necessary regarding the repair or replacement of a public facility, including procuring the necessary equipment, services, and supplies without engaging in a competitive bid process; and
8. Asserts pursuant to Government Code Section 3100 that all public employees are hereby declared to be disaster service workers (Essential Critical Infrastructure Workers) subject to such disaster service activities as may be assigned to them by their superiors or by law; and

9. Authorizes the General Manager as needed to coordinate with the International Brotherhood of Electrical Workers (IBEW) 1245, the Hydroelectric Employee Association (HEA) and non-represented Agency staff to adjust work hours, work days, create temporary camps or lodging to isolate employees from the general population, expand the number of temporary and/or contract employees or take any other action necessary to retain, restore, and maintain Agency operations to ensure the Agency can continue to provide essential electric service, and further and only if needed, direct Agency employees both represented and non-represented to report as Disaster Service Workers pursuant to California Government Code Section 3100 *et. seq.*; and
10. Declares the emergency declaration shall remain in effect until the California Proclamation of a State of Emergency is lifted.

PASSED, ADOPTED and APPROVED this 20 day of January, 2022, by the following vote on roll call:

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


 DAVID HAGELE
 CHAIR

ATTEST:


 CARY A. RADGETT
 ASSISTANT SECRETARY

RESOLUTION 20-30

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY CONCERNING THE COVID-19 VIRUS, AUTHORIZING THE GENERAL MANAGER AS THE DIRECTOR OF EMERGENCY SERVICES TO COORDINATE PLANNING, PREPAREDNESS AND RESPONSE EFFORTS REGARDING COVID-19

(reference Staff Report #140:20)

WHEREAS, the Commission of the Northern California Power Agency met on March 26, 2020, during its regular scheduled meeting; and

WHEREAS, on January 30, 2020, the World Health Organization declared the COVID-19 outbreak to be a public health emergency of international concern; and

WHEREAS, on January 31, 2020, the United States of America, Department of Health and Human Services declared a Public Health Emergency for the United States of America; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in the State of California due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 11, 2020, the World Health Organization made the assessment that COVID-19 can be characterized as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a state of national emergency in response to the COVID-19 outbreak; and

WHEREAS, on March 19, 2020, Placer County issued a Directive of Placer County Health Officer instructing individuals to shelter in place of residence and restricting non-essential activities in response to COVID-19 outbreak; and

WHEREAS, the World Health Organization reported COVID-19 is easily transmissible from person to person and has spread globally to over 198 countries, infected more than 374,714, and killing more than 16,350 individuals as of March 23, 2020; and

WHEREAS, conditions of extreme peril to the safety of person and property have arisen and are threatening health and safety within the Agency's jurisdiction resulting from the COVID-19 virus pandemic; and

WHEREAS, the threat of exposure to, and the spread of COVID-19, cannot be quarantined to one defined geographical area, and thus is likely to require the combined forces of multiple political subdivisions of the state to combat; and

WHEREAS, the Department of Homeland Security has identified the energy sector as one of the 16 critical infrastructure sectors that are considered so vital to the United States that their incapacitation or destruction would have debilitating effects on security, national economic security and national public health and safety; and

WHEREAS, California Governor Gavin Newsom in association with Executive Order N-33-20 specified energy sector workers as essential critical infrastructure workers and as an exception to his directive to stay home or at their place of residence; and

WHEREAS, the federal government as enacted emergency measures addressing COVID-19 including the Families First Coronavirus Response Act and the Coronavirus Aid, Relief, and Economic Security Act, and may take further action; and

WHEREAS, California Governor Gavin Newsom has issued multiple executive orders addressing COVID-19 and may issue additional executive orders; and

WHEREAS, California Public Resources Code Section 21080(b) (2), (3) & (4) and Title 14, California Code of Regulations Section 15269 provide exemptions from review under the California Environmental Quality Act for projects undertaken, carried out, or approved by a public agency to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed as a result of a disaster, or complete emergency repairs to maintain service essential to the public health, safety or welfare, in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act (Cal. Gov. Code §§ 8550) or to take specific actions necessary to prevent or mitigate an emergency; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency:

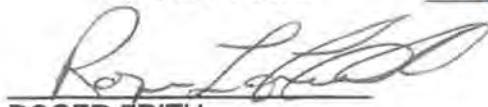
1. Recognizes the personal sacrifices and dedication of the Agency's employees who continue working to provide vital, essential electric service to the Agency's Members and customers during this global pandemic.
2. Finds the recitals stated above are true, correct and are adopted herein as findings.
3. Declares that a State of Emergency exists in respect to COVID-19.
4. Authorizes during the existence of said State of Emergency, the General Manager to: 1) exercise the powers, functions and authority as the Director of Emergency Services including those prescribed by state law or, by resolution of the Agency, and 2) take all other necessary actions to comply with existing and future emergency enacted federal legislation, executive orders, emergency enacted state legislation, directives of public health officials and similar laws, orders or directives so that the General Manager is hereby empowered to respond effectively to COVID-19.
5. Authorizes the General Manager to enter into such agreements with third persons as may be necessary to restore, repair, or maintain the essential electric services provided by the Agency.
6. Waives the provisions of NCPA Commission Resolution No. 13-79, limiting the purchasing authority of the General Manager to \$250,000 and increases that authority to 4 times the delegated authority, with respect to those purchases of goods and services necessary or required by the Agency during this State of Emergency.
7. Directs the General Manager to weekly, or more frequently as needed, following the approval of the resolution through email or during a conference call of the Commission, provide updates, including but not limited to simultaneous updates, of 1) actions taken pursuant to the authority granted by this declaration of a State of Emergency, and 2) information relevant to the declared State of Emergency (including but not limited to, local government responses to COVID-19, and other aspects relevant to the declared emergency) from local, state and federal government officials, in order for Members of the Commission to stay apprised of emergency operations and the impact of the emergency within the Agency.
8. Declares that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, and/or property and finds, based on substantial evidence, that the emergency will not permit a delay resulting from competitive solicitation for bids, and that this action is necessary to respond to the emergency. Based thereon, it is delegated to the General Manager the authority to take such action as may be necessary regarding the repair or replacement of a

public facility, including procuring the necessary equipment, services, and supplies without engaging in a competitive bid process.

9. Asserts pursuant to Government Code Section 3100 that all public employees are hereby declared to be disaster service workers (Essential Critical Infrastructure Workers) subject to such disaster service activities as may be assigned to them by their superiors or by law.
10. Affirms pursuant to Executive Order, N-35-20, issued by Governor Gavin Newsom, and the Circular Letter from the California Public Employees' Retirement System (CalPERS), the work hour limitations for retired annuitants is suspended from the date of State of Emergency was declared until the state of emergency is lifted. Under the executive order, the 180-day break in service requirement under Government Code section 7522.56(f) is suspended for retired annuitants hired to ensure adequate staffing during the State of Emergency.
11. Authorizes the General Manager as needed to coordinate with the IBEW 1245, the Hydroelectric Employee Association and non-represented Agency staff to adjust work hours, work days, create temporary camps or lodging to isolate employees from the general population, expand the number of Agency employees or take any other action necessary to retain, restore, and maintain Agency operations to ensure the Agency can continue to provide essential electric service, and further and only if needed, direct Agency employees both represented and non-represented to report as Disaster Service Workers pursuant to California Government Code Section 3100 *et. seq.*
12. Declares the emergency declaration shall remain in effect until the California Proclamation of a State of Emergency is lifted.

PASSED, ADOPTED and APPROVED this 26 day of March, 2020, by the following vote on roll call:

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


 ROGER FRITH
 CHAIR

ATTEST:


 CARY A. RADGETT
 ASSISTANT SECRETARY



Commission Staff Report

COMMISSION MEETING DATE: August 25, 2022

SUBJECT: Approval of Second Amendment to the Antelope Expansion 1B, LLC Power Purchase Agreement

AGENDA CATEGORY: Consent

FROM:	Tony Zimmer <i>JZ</i> Assistant General Manager	METHOD OF SELECTION: N/A
Division:	Power Management	<i>If other, please describe:</i>
Department:	Power Management	

IMPACTED MEMBERS:		
All Members <input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input 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 checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input checked="" type="checkbox"/>
City of Gridley <input checked="" type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input checked="" type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>		

RECOMMENDATION:

Adopt Resolution 22-89 approving the Second Amendment to the Power Purchase Agreement between NCPA and Antelope Expansion 1B, LLC, and to authorize the General Manager of NCPA to execute the Second Amendment to the PPA, including any non-substantive modifications to the Second Amendment to the PPA approved by NCPA's General Counsel.

BACKGROUND:

Northern California Power Agency (NCPA) and Antelope Expansion 1B, LLC (Seller) entered into a Power Purchase Agreement, with an Effective Date of June 25, 2018 (PPA), pursuant to which NCPA will purchase output from a new 17 MW Solar Photovoltaic generating facility on behalf of certain NCPA Members who are project participants. The Seller has delivered certain Force Majeure notices to NCPA indicating that due to the detention of certain generating facility solar modules by the United States Customs and Border Protection, completion of the generating facility development and construction has been delayed. The PPA contains an Outside Commercial Operations Date upon which the generating facility development and construction must be completed, and if the generating facility development and construction has not been completed by the Outside Commercial Operations Date, the PPA will automatically terminate. The Seller has also informed NCPA that in order for Seller to preserve financing sources for the continued development and construction of the generating facility, the Outside Commercial Operation Date needs to be extended again to account for the current delay in the generating facility development and construction.

Due to the generating facility development and construction delay, to ensure the PPA does not automatically terminate in the event the generating facility development and construction is delayed beyond the current Outside Commercial Operations Date, and to support Seller's ability to preserve financing sources required for the continued development and construction of the generating facility, NCPA and Seller developed the First Amendment to the Power Purchase Agreement (Amendment) to extend the Outside Commercial Operation Date to September 30, 2022 in the PPA. The Second Amendment to the PPA will further extend the Outside Operation Date to December 31, 2022. Extending the Outside Commercial Operation date will improve Seller's ability to acquire financing sources that are required to complete development of the project.

A copy of the Second Amendment to the PPA is attached to this staff report for your reference.

FISCAL IMPACT:

Work associated with developing the Second Amendment to the PPA was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

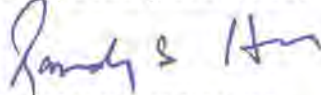
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On August 3, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", is written over the typed name.

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 22-89
- Second Amendment to Antelope Expansion 1B, LLC PPA

RESOLUTION 22-89

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE SECOND AMENDMENT TO ANTELOPE EXPANSION 1B, LLC POWER PURCHASE AGREEMENT

(reference Staff Report 204:22)

WHEREAS, Northern California Power Agency (NCPA) and Antelope Expansion 1B, LLC (Seller) entered into a Power Purchase Agreement, with an Effective Date of June 25, 2018 (PPA), pursuant to which NCPA will purchase output from a new 17 MW Solar Photovoltaic generating facility on behalf of certain NCPA members who are project participants; and

WHEREAS, Seller has delivered certain Force Majeure notices to NCPA indicating that due to the detention of certain generating facility solar modules by the United States Customs and Border Protection, completion of the generating facility development and construction has been delayed; and

WHEREAS, the PPA contains an Outside Commercial Operations Date upon which the generating facility development and construction must be completed, and if the generating facility development and construction has not been completed by the Outside Commercial Operations Date, the PPA will automatically terminate; and

WHEREAS, Seller has also informed NCPA that in order for Seller to preserve financing sources for the continued development and construction of the generating facility, the Outside Commercial Operation Date needs to be extended to account for the current delay in the generating facility development and construction; and

WHEREAS, due to the generating facility development and construction delay, to ensure the PPA does not automatically terminate in the event the generating facility development and construction is delayed beyond the current Outside Commercial Operations Date, and to support Seller's ability to preserve financing sources required for the continued development and construction of the generating facility, NCPA and Seller developed the First Amendment to the PPA (First Amendment) to extend the Outside Commercial Operation Date of the PPA to September 30, 2022; and

WHEREAS, Buyer and Seller wish to further extend the Outside Commercial Operation Date, and therefore have developed the Second Amendment to the PPA (Second Amendment) that will extend the Outside Commercial Operation Date of the PPA to December 31, 2022; and

WHEREAS, work associated with developing the Second Amendment was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts Resolution 22-89 approving the Second Amendment to the Power Purchase Agreement between NCPA and Antelope Expansion 1B, LLC, and to authorize the General Manager of NCPA to execute the Second Amendment to the PPA, including any non-substantive modifications to Second Amendment to the PPA approved by NCPA's General Counsel.

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

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

SECOND AMENDMENT TO THE POWER PURCHASE AGREEMENT

This SECOND AMENDMENT TO THE POWER PURCHASE AGREEMENT (this "Amendment") is made and entered into as of _____, 2022 (the "Amendment Effective Date"), by and between Antelope Expansion 1B, LLC, a Delaware limited liability company ("Seller") and Northern California Power Agency, a California joint powers authority ("Buyer" and, together with the Seller, the "Parties" and each, a "Party"). Capitalized terms used but not defined herein shall have the respective meanings set forth in the PPA (as defined below).

WHEREAS, the Parties entered into that certain Power Purchase Agreement, with an Effective Date of June 25, 2018 (the "PPA"), as amended by that certain First Amendment to the Power Purchase Agreement, dated as of May 10, 2022 (the "First Amendment");

WHEREAS, Seller has delivered that certain Second Notice of Force Majeure, dated December 7, 2021, and that certain Update to Second Notice of Force Majeure, dated March 15, 2022, in connection with the detention of modules manufactured by LONGi Solar Technology (U.S.) Inc. and its affiliates by the United States Customs and Border Protection ("CBP") pursuant to the Department of Homeland Security's Withhold Release Order on silica-based products made by Hoshine Silicon Industry Co., Ltd. and its subsidiaries;

WHEREAS, the Parties entered into the First Amendment in order to extend the Outside Commercial Operation Date from June 29, 2022 to September 30, 2022;

WHEREAS, Seller has notified Buyer that as of July 31, 2022, the CBP continues to detain a portion of the modules designated for the Facility which Seller has informed Buyer is expected to prevent the achievement of Commercial Operation of the Facility by Seller on or before the current Outside Commercial Operation Date of September 30, 2022;

WHEREAS, Seller has informed Buyer that in order to preserve Seller's financing sources for the continued development and construction of the Facility, the Outside Commercial Operation Date needs to be extended.

NOW, THEREFORE, in consideration of the foregoing and mutual agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. Amendments to the PPA. As of the Amendment Effective Date, the PPA shall be amended as follows to:

- a. Delete the definition Outside Commercial Operation Date in Section 1.1 of the PPA in its entirety and replace it with the following definition:

"**Outside Commercial Operation Date**" means December 31, 2022, which date may be extended only pursuant to Section 3.6(b).

- b. Delete Section 3.6(b) of the PPA in its entirety and replace it with the following

definition:

(b) Each Milestone Date (including the Outside Commercial Operation Date) may be extended, on a day-for-day basis to the extent Seller is actually, demonstrably and unavoidably delayed in achieving such Milestone due to Force Majeure; provided that the Outside Commercial Operation Date shall not be extended beyond December 31, 2022, for any reason whatsoever.

Section 2. Miscellaneous.

a. Expenses. Each Party will bear the respective fees and expenses incurred by such Party in connection with the preparation, negotiation, execution and performance of this Amendment and the transactions contemplated herein, including all fees and expenses of its representatives.

b. Binding Effect. This Amendment will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

c. Effectiveness; Entire Agreement; Limited Effect. The effectiveness of this Amendment shall be subject to the execution of a counterpart hereof by each Party. This Amendment shall constitute the entire understanding of the Parties as to the subject matter hereof. All previous documents, undertakings and agreements, whether verbal, written or otherwise, between the Parties with respect to the subject matter of the Amendment are hereby cancelled and superseded and shall not affect or modify any of the terms or obligations set forth in this Amendment. The Parties wish to amend the PPA only as provided in this Amendment. The foregoing amendments are limited in effect and, except as specifically set forth above, shall not constitute a consent, waiver, modification, approval or amendment of any other provision of the PPA. All other terms and provisions of the PPA remain in full force and effect and are hereby ratified.

d. Amendments and Waivers. This Amendment may be amended or modified from time to time only by a written instrument executed by all Parties.

e. Governing Law. This Agreement was made and entered into in the County of Los Angeles, California and shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

f. Counterparts. This Amendment may be executed in one or more counterparts. Each such counterpart will be considered an original and all of such counterparts will constitute a single agreement binding all the parties hereto as if all had signed a single document. Facsimile or portable document format (.pdf) signatures will be accepted as original signatures for purposes of this Amendment.

(Signature Pages Follow)

IN WITNESS WHEREOF, each of the Parties have each duly executed this Amendment on the Amendment Effective Date.

NORTHERN CALIFORNIA POWER AGENCY

By: _____
Its: _____
Date: _____

Approved as to Form:

By: _____
Its: _____
Date: _____

[Signatures continue on next page]

[Signature Page]

ANTELOPE EXPANSION 1B, LLC

By: _____
Its: _____
Date: _____



Commission Staff Report

COMMISSION MEETING DATE: August 25, 2022

SUBJECT: Ascend Analytics, LLC – Five Year Multi-Task Consulting Services Agreement for Integrated Resource Plan (IRP) 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

AGENDA CATEGORY: Consent

FROM:	Michael DeBortoli <i>MD</i>	METHOD OF SELECTION:
	Assistant General Manager	Competitive Pricing Process
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Generation Services	

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

Approve Resolution 22-90 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Ascend Analytics, LLC for Integrated Resource Plan (IRP) related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

NCPA recently issued a Request for Proposal (RFP) for development of an Inter-Agency Resource Plan (IARP). The objective of the IARP is to evaluate NCPA's current electricity generation resource portfolio, identify ways for NCPA to better optimize its current facilities, and study new opportunities for additional assets and/or resources, with the end goal of helping NCPA and its Members to prepare for sustainable growth into the future. The Scope of Work contained within the RFP included the ability for NCPA Members, SCPPA, and SCPPA Members to utilize the services of responding vendors for development of their own Integrated Resource Plans (IRP).

NCPA posted the RFP on several public sites, and also sent copies directly to several vendors. After evaluating the bids received, Ascend Analytics, LLC has been determined to be the responsive, winning bidder for this work. NCPA desires to enter into this agreement so established terms and conditions are in place with Ascend Analytics, LLC for this Scope of Work for use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

FISCAL IMPACT:

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

SELECTION PROCESS:

NCPA bid out the Scope of Work for this project in accordance with NCPA's procurement policies and procedures. The RFP was posted publicly on the NCPA, APPA, and CMUA websites. NCPA also directly reached out to multiple vendors notifying them of this project. Seven vendors requested copies of the RFP, and two vendors submitted proposals. An evaluation team made of NCPA staff and representatives from Palo Alto analyzed the proposals received based on the following criteria:

1. Quality and completeness of proposal
2. Knowledge, experience, and skills of respondents
3. Experience of staff
4. Competitive rates for the requested services
5. Respondents' ability to perform the work within the time specified
6. Customer references
7. The ability of the respondents' technical approach as it pertains to the Scope of Work.
8. Respondent's willingness to accept NCPA's standard contract terms and conditions

After completing their analysis, the evaluation team has determined that Ascend Analytics, LLC is the responsive, winning bidder for this work.

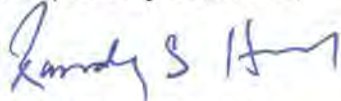
ENVIRONMENTAL ANALYSIS:

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 August 3, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", is written over the printed name.

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-90
- Multi-Task Consulting Services Agreement with Ascend Analytics, LLC

RESOLUTION 22-90

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH ASCEND ANALYTICS, LLC

(reference Staff Report #205:22)

WHEREAS, Integrated Resource Plan (IRP) related 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, Ascend Analytics, LLC is a provider of these services; and

WHEREAS, NCPA recently solicited bids for development of an Inter-Agency Resource Plan (IARP), and after completing a thorough evaluation of bids received Ascend Analytics, LLC is determined to be the responsive, winning bidder; and

WHEREAS, NCPA now desires to enter into this agreement so established terms and conditions are in place with Ascend Analytics, LLC for this and any future IRP related projects; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

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

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND ASCEND ANALYTICS, 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 Ascend Analytics, LLC, a limited liability company with its office located at 1877 Broadway, Suite 706, Boulder, CO 80302 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

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

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

- 1.6 **Software Ownership.** Consultant owns all software licensed to end users. End-users own deliverables, but cannot distribute for resale or beyond immediate business needs. As used in this subsection, software is source or object code that qualifies for copyright protection. Any source or object code developed by Agency, obtained by Agency from another source or developed through this Agreement and paid for by Agency is not "software" as used in this subsection.

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND dollars (\$1,500,000.00)** for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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- 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 Required.

4.4 All Policies Requirements.

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information,

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

David Millar
Managing Director, Resource Planning
Ascend Analytics
1877 Broadway, STE 706
Boulder, CO 80302

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

ASCEND ANALYTICS, LLC

Date _____

Date _____

RANDY S. HOWARD, General Manager

DAVID R. MILLAR, Managing Director

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Ascend Analytics, LLC ("Consultant") shall provide the following Integrated Resource Plan (IRP) related consulting services as requested by the Northern California Power Agency ("Agency"), its Members, the Southern California Public Power Authority ("SCPPA"), or SCPPA Members:

The Scope of Work (SOW) is outlined below first with a brief description of each section in the IARP and secondly in a table outlining the IARP. The table is intended to outline the Table of Contents (TOC) of NCPA's IARP. Additionally, a Division of Responsibility (DOR) tabulates who is responsible for what and who supports both content and data within the IARP. The Consultant is responsible for all researching, developing, drafting, revising, and delivering a finalized NCPA IARP. NCPA Generation Services (GS), NCPA Power Management (PM), Member IRP's (MIRP) provide a supporting role. The Consultant is responsible regardless of the amount of assistance from the supporting party listed in the DOR. If the supporting party is unable to respond, the Consultant must propose an alternative plan, schedule, and cost to manage milestone dates.

It is expected that the Consultant will develop an aggregate load forecast, consideration of the impacts of present/future energy efficiency and demand side management programs. In addition, a resource supply forecast to meet aggregate member load shall be undertaken with the following: assessment and modeling of current and potential power supply resources, all in the context of forward energy, gas fuel, and capacity price forecasts. Planning considerations would include regional transmission constraints/rights, CAISO mandated resource adequacy and local capacity requirements, CAISO transmission rates, current/probable future renewable portfolio standards, and greenhouse gas (GHG) rules.

The key outcome of this RFP would be for NCPA to obtain a strategic power supply "roadmap" to include the acquisition of various simplified models/tools that will assist the agency in updating/reevaluating various power supply resources after completion of the study. The Consultant shall provide this report in both .PDF and .DOCX file format and model results in Excel format. Like all deliverables, NCPA will own this report and model results provided in Excel format, modify as needed, and have full ownership rights to share.

Task/Deliverable 1 – Develop the NCPA Inter-Agency Resource Plan (IARP)

The scope of work is summarized below. The Consultant shall provide NCPA an IARP using the following outline:

1. Executive Summary – The executive summary shall explain the IARP, discuss the data and information collected for the analysis, identify key assumptions made, identify solutions and options to consider, and finally steps and recommendations to move forward.
2. NCPA Background and Objective

- a. The background and objective shall summarize NCPA, its current resource, and how the IARP supports its objectives and goals (to evaluate NCPA's resources and assets to better optimize its strengths and areas of repurposing facilities, to prepare for sustainable growth.)
 - b. The background shall also include assumptions including outside driving legislative and regulative driving forces; including meeting the statewide goal to supply 100% of electricity needs with renewable and zero-carbon resources by 2045. This area is intended to describe and acknowledge potential future risks to NCPA's generation resources.. It may be assumed that the data from NCPA and Members' IRPs reflect these future risks. The consultant shall incorporate a sensitivity (+/- % in error, energy, capacity) to each of these assumptions to help assess the relative uncertainty related to each assumption.
 - c. The purpose includes goals set in the NCPA's strategic plan and commitments made. The methodology includes this specific Inter-Agency Resource Plan (IARP) and additionally using the supporting roles as defined in the DOR.
3. Energy and Peak Demand Forecasts (2021 – 2045) – The energy and peak demand forecasts shall come from NCPA, MIRP's, or other dependable data sources. Analyze and evaluate the data for yearly load demand and as an hourly seasonal load demand. Analyze and evaluate both energy and capacity requirements for each season from now until 2045 (i.e. demand on an hourly basis for a representative day in spring, summer, fall, and winter). Contractor to provide options on model analysis with pricing and accuracy estimates.
4. Resources and Capacity – Summarize current resources, any planned new resources, and planned retiring resources. This scope includes only resources and contracts (PPAs) in NCPA and Member portfolios. Current resources and contracts should be categorized by generation type (i.e. solar PV, wind, geothermal, natural gas, landfill gas, biomass, hydro), and RPS renewable status [CEC qualified renewable, Zero Carbon (e.g. large hydro, nuclear)]
5. Load-Resource Balance – Provide net balance analysis of the above energy, RPS, and peak demand forecasts compared to the resources and capacity. This section shall illustrate potential surpluses and shortfalls. Analyze and evaluate RPS adequacy, by member, in 2026 (50% RPS target) and 2030 (60% RPS target).
6. Planning Scenario and Recommendations
 - a. Define short, medium (transition), and long-term timelines.
 - b. Within the Resource Analysis section shall include the Levelized Cost of Energy (LCOE) for generating and storage resources. Include feasible emerging technology, decarbonized resources, and battery energy storage resources. (NCPA can support this section with recent cost comparative reports, decarbonizing resource reports such as NCPA's LEC Hydrogen technology, and a recent white paper on battery technology).
 - c. The Resource Considerations section shall both evaluate various current NCPA assets and evaluate paths for new development. Resources to consider include:

- i. Baseload resources, including capital performance improvements for NCPA Geothermal.
 - ii. Storage resources such as batteries at the NCPA STIG or Geo facility. These facilities have available real estate and interconnection capabilities to lower LCOE.
 - iii. Peaking resources such as the existing CT1 assets and their value in relieving congestion and systems strains greater than 4 hours in duration.
 - iv. Repowering resources scheduled to retire. The STIG is a 50MW gas turbine expected to retire in 2026. Include a Resource Adequacy cost evaluations..
 - v. Emergency resources to support wildfire and state energy emergency interruptions. The consultant shall investigate and provide various options to support emergency generators of 10MW net capacity or greater. Include considerations for a public entity to be "EPC Ready" with process flows and timeline estimates.
 - vi. Intermittent renewable resources such as wind and photovoltaic.
 - vii. Load resources such as NCPA LEC electrolyzers.
 - viii. Environmental RPS resources.
7. Conclusion – The Consultant shall summarize the major highlights of energy, RPS, and capacity shortfalls, both in short-term and long-term positions, and finally recommend steps to optimize NCPA's current assets, repurpose, and/or develop new resources.
8. Appendix – Includes all supportive data in tabulated forms.
9. Graphs – Include graphs, flow diagrams, and models throughout the report to help illustrate sections as needed. The consultant shall also include a "graph section" at the end of the report to include a copy of all graphs, flow diagrams, and models used in the report.

Task/Deliverable 1 – Division of Responsibility

Key: (R – Responsible, S – Support, GS – NCPA Generation Services Department, PM – NCPA Power Management, MIRP – Member Integrated Resource Plan)

The Consultant is responsible regardless of the amount of assistance from the supporting party listed in the DOR. If the supporting party is unable to respond, the Consultant must propose an alternative plan, schedule, and cost to manage milestone dates.

Scope	Vendor	GS	PM	MIRP	Notes
1) Executive Summary	R	S			
2) NCPA Background, Assumptions, and Purpose	R				
i) Overall IARP Description	R	S			
ii) Assumptions in Future Forecasts	R				High Level Awareness
(1) CEC's IEPR forecast	R				Same as above
(2) CAISO's Transmission Planning Process	R				Same as above

(3) RA Methodology Changes (CAISO Regulation Changes)	R		S		
(3) CARB's Scoping Plan	R				Same as above
(4) GRC Gas Transmission Costs	R	S			NCGC Events
(6) Regionalization Considerations/Risks	R		S		
(7) Resource Retirements (Nuclear and OTC Plants)	R				
(8) SB100 Renewable / Zero Carbon Energy Targets	R				
iii) Purpose and Methodology	R				Strategic Plan
3) Energy and Peak Demand Forecasts (2021 – 2045)	R				
i) Peak Load Forecast Year over Year (per member)	R		S	S	PM Data or Member IRP
ii) Maximum Hourly Peak Demand (per member)	R		S	S	PM Data or Member IRP
a) Winter	R		S	S	PM Data or Member IRP
b) Spring	R		S	S	PM Data or Member IRP
c) Summer	R		S	S	PM Data or Member IRP
d) Fall	R		S	S	PM Data or Member IRP
4) Resources and Capacity	R				
i) Current Member Resources	R		S	S	
ii) Current NCPA Assets	R		S	S	
iii) Resource Retirements (STIG or Member Local Assets)	R	S	S	S	
5) Load – Resource Balance	R				Summary of 3 and 4
6) Planning Scenario and Recommendations	R				
i) Definition Summary	R				
a) Short Term (Now – 2026)	R				
b) Transition Period (2027 – 2030)	R				
c) Long Term (2031 – 2045)	R				
ii) Resource Analysis	R				
a) Emerging Technology	R	S			Cost Comparative Report
b) Decarbonized Sources (LEC Hydrogen)	R	S			LEC APPA Report
c) Battery Technology Models	R	S			Battery White Paper
iii) Resource Considerations (Using Definition Above)	R				
a) Baseload Resources (GEO Capital Improvements)	R	S			
b) Storage Resources (STIG Storage or GEO Storage)	R	S			
c) Peaking Resources (CT1)	R	S			CT1 Data for Grid Congestion
d) Resource Repower (STIG)	R	S			
e) Emergency Resources	R				
1. Wildfire Support (EPC Ready)	R	S			Plumas Effort Data
2. State Emergency Readiness (EPC Ready)	R	S			Plumas Effort Data
f) Intermittent Renewable Resources	R				
1. Wind	R	S			Cost Comparative Report
2. Solar PV Resources	R	S			Cost Comparative Report
3. Solar PV plus Storages Resources	R	S			Cost Comparative Report

g) Load Shifting Resources	R				
1. Hydrogen Electrolyzers (LEC H2 Electrolyzers)	R	S			LEC APPA Report
2. Other Long Term Storage Systems					
h) Renewable Portfolio Standards (RPS)	R				
1. RPS Resource Options	R				
7) Conclusion	R				
a) Load Gaps from short to long term	R				
b) Alternative Options to support Gaps short to long term	R				
c) Planning Risk (Joint Planning as a Group for Execution)	R		S		
Appendix	R				
Member Hourly Load Forecast (For Seasonal Average Profiles)	R		S		PM Data
Member Yearly Load Forecast	R		S		PM Data
Member Resources	R		S		PM Data
NCPA Resources	R		S		PM Data
Graphs	R				
Resource Procurement Timeline	R				
Load Forecast by Member (2023 – 2045)	R				
Peak Load Forecast (2023 – 2045)	R				
Maximum Hourly Demand by Season (2023 – 2045)	R				
Energy Balance (2023 – 2045)	R				
Resource Adequacy Balance	R				
Base Load Scenarios (2023 – 2045)	R				
Solar Generation Profile (2023 – 2045)	R				
EV and Charging Load Forecast (2023 – 2045)	R				
Electrification Forecast (2023 – 2045)	R				
Others Graphs are Expected, No Limit set	R				

Task/Deliverable 2 – Develop the IARP Presentation

The Consultant shall develop a presentation to summarize the IARP. The presentation shall include notes for a presenter. The goal is to have a turn key presentation ready for NCPA to present. The Consultant shall use NCPA's presentation template and provide in .PPTX, non-secure format. Like all deliverables, NCPA will own this presentation, modify as needed, and have full ownership rights to share.

NCPA shall be able to share the developed program and Vendor assessments with NCPA Members, SCPPA, and SCPPA Members. The Consultant shall offer similar pricing to NCPA and SCPPA Members.

No energy products including but not limited to energy, capacity, resource adequacy, forwards of any kind, environmental attributes, renewable energy credits, low carbon fuel standard credits or any related products, can be purchased under the terms of this Agreement. Furthermore, no hedging instruments such as natural gas or congestion revenue rights may be purchased under this Agreement.

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

Analysts	Leadership	Rate
Energy Analyst		\$225
Senior Energy Analyst I		\$250
Senior Energy Analyst II	Manager	\$275
Lead Energy Analyst	Senior Manager	\$325
	Director	\$350
	Managing Director	\$400
	Vice President	\$500
	CEO	\$650

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: August 25, 2022

SUBJECT: EN Engineering, LLC – First Amendment to Five Year Multi-Task Professional Services Agreement for Engineering and Testing Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 22-91 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with EN Engineering, LLC for engineering and testing related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, modifying the Scope of Work, for continued use at any facilities owned and/or operated by NCPA.

BACKGROUND:

Engineering and testing related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five year Multi-Task Professional Services Agreement with EN Engineering, LLC for engineering and testing related services, including excitation system upgrade services, transmission/distribution services and NERC/WECC compliance testing/report services, effective March 7, 2022, for an amount not to exceed \$1,000,000, for use at all NCPA facilities.

NCPA now desires to enter into a First Amendment to the Multi-Task Professional Services Agreement modifying the Scope of Work to include root cause analysis services. NCPA currently has agreements in place for similar services with BBA USA, Inc., Nor-Cal Controls, ES, Inc. and Utility System Efficiencies.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

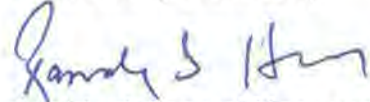
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On August 3, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On August 8, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

Assistant General Manager
General Manager

Attachments (3):

- Resolution 22-91
- Multi-Task Professional Services Agreement with EN Engineering, LLC
- First Amendment to Multi-Task Professional Services Agreement with EN Engineering, LLC

RESOLUTION 22-91

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH EN ENGINEERING, LLC

(reference Staff Report #206:22)

WHEREAS, engineering and testing related 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); and

WHEREAS, NCPA and EN Engineering, LLC entered into a Multi-Task Professional Services Agreement effective March 7, 2022, to provide such services; and

WHEREAS, NCPA now desires to enter into a First Amendment to the Multi-Task Professional Services Agreement modifying the Scope of Work to include root cause analysis services; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with EN Engineering, LLC, with any non-substantial changes as approved by the NCPA General Counsel, modifying the Scope of Work, for continued use at any facilities owned and/or operated by NCPA.

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

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
EN ENGINEERING, LLC**

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 EN Engineering, LLC, a corporation with its office located at 28100 Torch Parkway, Suite 400, Warrenville, IL 60555 ("Consultant") (together sometimes referred to as the "Parties") as of March 7, 2022 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Consultant shall provide Services directly to Agency.
- 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 responds in writing within the seven-day period specified accepting the terms of the Purchase Order, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2.

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

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

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

Invoices shall be sent to:

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

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

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

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

- 2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. 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 \$500,000. 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 \$500,000. 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 one million (\$1,000,000) dollars 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 Not applicable.

4.4.5 Waiver of Subrogation. Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such negligence, recklessness or willful misconduct, 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. In accordance with California Civil Code §2782.8, in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of its Liabilities.
- 5.3 Limitation of Liability.** Neither Agency nor Consultant shall be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages, whether based in contract, warranty or other legal theory. The total and aggregate liability of consultant for any and all liabilities, losses, claims, damages, judgments and awards shall be limited to the greater of the applicable insurance limits required to be maintained by Consultant under this agreement or \$5,000,000.

Section 6. STATUS OF CONSULTANT.

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

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

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

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

- 6.2 Consultant Not Agent.** Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.
- 6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Such documents or materials prepared by Consultant shall become the property of Agency upon payment for the Services as required under this Agreement. This notwithstanding, Consultant shall maintain its ownership rights in its independently developed and pre-existing intellectual property rights ("Consultant IP"). If and to the extent any such Consultant IP is incorporated within any documents or materials delivered to Agency under this Agreement, Consultant grants Agency an irrevocable, worldwide, royalty free license to use, maintain and repair such Consultant IP to the extent necessary to gain the full advantage and benefits of the Services provided by Consultant. Any IP developed through this Agreement shall be jointly owned by Agency and Consultant. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Consultant shall not be responsible or liable for any unintended reuse or revisions or modifications made to the documents or materials prepared by and delivered to Consultant under this Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, 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 Randy Bowersox, 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:

Mike Fogarty, Vice President
EN Engineering, LLC
28100 Torch Parkway, Suite 400
Warrenville, IL 60555

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.

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

NORTHERN CALIFORNIA POWER AGENCY

Date 3/7/22


RANDY S. HOWARD, General Manager

EN ENGINEERING, LLC

Date 2/22/22


MICHAEL FOGARTY, Vice President

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

EN Engineering, LLC ("Consultant") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, including:

- Excitation System Upgrade Services;
- Transmission and distribution (T&D) consulting; and
- NERC / WECC Compliance Testing and Reporting.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all work, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 hereof. Pricing for services to be performed at NCPA will be quoted at the time services are requested. Worked to be performed on quoted fixed price basis.

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.

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, Michael Fogarty, Vice-President
(Name of person signing affidavit)(Title)

do hereby certify that background investigations to ascertain the accuracy of the identity and employment history of all employees of EN Engineering, LLC
(Company name)

for contract work at:

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

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

(Signature of officer or agent)

Dated this 22 day of February, 2022.

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



FIRST AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EN ENGINEERING, LLC

This First Amendment ("Amendment") to the Multi-Task Professional Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and EN Engineering, LLC ("Consultant") (collectively referred to as "the Parties") as of _____, 2022.

WHEREAS, the Parties entered into a Multi-Task Professional Services Agreement dated effective March 7, 2022, (the "Agreement") for Consultant to provide excitation system upgrade services, transmission & distribution consulting and NERC/WECC compliance testing and reporting services at all NCPA facilities; and

WHEREAS, the Agency now desires to amend the Description of Work set forth in Exhibit A to the Agreement to add root cause analysis services; 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. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
2. 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

EN ENGINEERING, LLC

RANDY S. HOWARD, General Manager

DAVE KLIMAS, COO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

EN Engineering, LLC ("Consultant") shall provide engineering and testing related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency.

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

- Excitation System Upgrade Services
- Transmission and Distribution (T&D) Consulting
- NERC / WECC Compliance Testing and Reporting
- Root Cause Analysis Services




Commission Staff Report

COMMISSION MEETING DATE: August 25, 2022

SUBJECT: Fremouw Environmental Services, Inc. – First Amendment to Five Year Multi-Task General Services Agreement for Waste Cleanup Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 22-92 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Fremouw Environmental Services, Inc. for waste cleanup services, with any non-substantial changes recommended and approved by the NCPA General Counsel, accepting assignment to Advanced Chemical Transport, Inc. dba ACTEnviro and modifying Exhibit B pricing, for continued use at any facilities owned and/or operated by NCPA.

BACKGROUND:

Waste cleanup services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five year Multi-Task General Services Agreement with Fremouw Environmental Services, Inc. effective March 28, 2019, for an amount not to exceed \$3,000,000, for use at all NCPA facilities.

On February 28, 2021, Fremouw Environmental Services, Inc. was acquired by Advanced Chemical Transport, Inc. dba ACTEnviro. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement accepting assignment to Advanced Chemical Transport, Inc. dba ACTEnviro. NCPA and Advanced Chemical Transport, Inc. dba ACTEnviro also wish to modify pricing listed in Exhibit B. NCPA has agreements in place for similar services with Patriot Environmental (pending) and Ponder Environmental Services, Inc.

FISCAL IMPACT:

Upon execution, the total cost of the agreement will be not to exceed \$3,000,000 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:

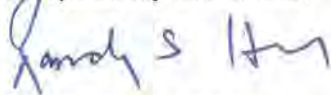
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On August 3, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On August 8, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", is written over the typed name.

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 22-92
- Multi-Task General Services Agreement with Fremouw Environmental Services, Inc.
- First Amendment to Multi-Task General Services Agreement with Fremouw Environmental Services, Inc. Accepting Assignment to Advanced Chemical Transport, Inc. dba ACTEnviro

RESOLUTION 22-92

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES
AGREEMENT WITH FREMOUW ENVIRONEMTAL SERVICES, INC. ACCEPTING
ASSIGNMENT TO ADVANCED CHEMICAL TRANSPORT, INC. DBA ACTENVIRO**

(reference Staff Report #207:22)

WHEREAS, waste cleanup 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); and

WHEREAS, NCPA and Fremouw Environmental Services, Inc. entered into a Multi-Task General Services Agreement effective March 28, 2019, to provide such services; and

WHEREAS, on February 28, 2021, Fremouw Environmental Services, Inc. was acquired by Advanced Chemical Transport, Inc. dba ACTEnviro; and

WHEREAS, NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement accepting assignment to Advanced Chemical Transport, Inc. dba ACTEnviro; and

WHEREAS, NCPA and Advanced Chemical Transport, Inc. dba ACTEnviro desire to modify the pricing in Exhibit B; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Fremouw Environmental Services, Inc., with any non-substantial changes as approved by the NCPA General Counsel, accepting assignment to Advanced Chemical Transport, Inc. dba ACTEnviro and modifying pricing in Exhibit B, for continued use at any facilities owned and/or operated by NCPA.

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

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
FREMOUW ENVIRONMENTAL SERVICES, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Fremouw Environmental Services, Inc., a corporation with its office located at 6940 Tremont Road, Dixon, CA 95620 ("Contractor") (together sometimes referred to as the "Parties") as of MARCH 28, 2019 ("Effective Date") in Roseville, California.

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED THREE MILLION** dollars (\$3,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

2.5 Timing for Submittal of Final Invoice. Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the

Requested Work. In the event Contractor fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

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

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

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 5.3 Transfer of Title.** If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials with the exception of legal requirements contained in CFR 49 and all generator responsibilities pertaining to waste, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site or elsewhere, Contractor agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however,

may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof).

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

10.2 Contractor's Equipment, Tools, Supplies and Materials. Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. The Agency will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency shall be solely as an accommodation and the Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.
- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency.

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

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

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

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

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

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

13.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.

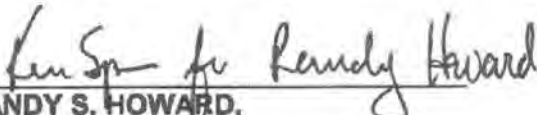
The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

FREMOUW ENVIRONMENTAL
SERVICES, INC.

Date 3-28-19

Date 3-01-2019


RANDY S. HOWARD,
General Manager


PHIL FREMOUW,
Vice President

Attest:


Assistant Secretary of the Commission

Approved as to Form:

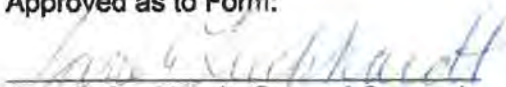

Jané E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Fremouw Environmental Services, Inc. ("Contractor") shall provide waste cleanup services related to project support and plant operations as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA.

NCPA CT Facilities specific services to include, but not be limited to the following:

(1) Provide filter cake bins and cake disposal services at LEC site, including, but not limited to providing the following:

- a) 24-hour turnaround for waste bin(s) drop-off and pickup.
- b) Waste cake profiling quarterly for bins prior to disposal until such profiling is no longer required by the corresponding landfill or NCPA
- c) Classification of all materials where applicable
- d) Supply 2x20 yard lined bins on site at all times for disposal of Filter Cake.
- e) Remove and replace filter cake bins on a regular schedule.
- f) Transport bins to final disposal facilities.
- g) Provide all paperwork, including profiling, labeling and manifesting in accordance with DOT regulations (49 CFR).
- h) Sample periodically and get analytical results from lab if needed

(2) Act as the Emergency Responder at the Lodi Energy Center ("LEC"), STIG, Lodi CT1, and Alameda CT1 sites, including providing all labor, equipment and materials to perform cleanup of hazardous and non-hazardous material and substance spill incident and transport and disposal;

(3) Provide Hazardous & Non-Hazardous Waste transporter services for LEC, STIG, Lodi CT1, and Alameda CT1 sites to state permitted treatment, storage, or disposal facilities (TSFD). Services will include but not be limited to the manifesting and transportation of used oil, oily absorbents, HRSG debris, cooling tower sludge, OWS pump-outs, and universal waste.

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:

CT Facilities Specific Rates:

- (1) Filter Cake Bins and Disposal Service Rates - See Following Rate Sheets**
- (2) Emergency Response Rates - See Following Rate Sheets**
- (3) Miscellaneous Waste Removal Rates - See Following Rate Sheets**

Filter Cake Management

Services & Provisions Provided by FES

- Assistance with classification and Profiling of Wastes to Disposal Facility.
- Two 20yd³ Closed top bins at the Power plant in the filter press shelter and two in reserve.
- Removal and replacement of filter cake bins as applicable to NCPA production schedule.
Note: Bin replacement and "cake" disposal requested by NCPA <24 hours in advance of required service will constitute a rapid service event and subject to applicable charges listed in the table below. In addition, bin service requested after normal business hours (from 6am to 3pm) will be billed at the elevated rate for transportation also listed in the table below. This rate applies to loads arriving at the disposal facility after 4:00pm M-F.
- All bin replacement activity will include transport to class I or II landfill, disposal charges and replacement of empty 20 yd³ bins in the filter press shelter area.
- Provisions for all transport documentation including profile acceptance, manifesting and labeling in accordance with local state and federal regulation.
- Filter cake waste sampling, analytical testing and updated profiling acceptance annually or as required by the disposal facility.

Assumptions & Provisions to be Facilitated by NCPA

- Greater than 24hrs notice to FES for bin pickup and replacement.
- Same day bin replacement (rapid service) to be communicated to FES prior to 8am M-F

Pricing Table

Transportation:

"Portal-to-portal" complete service from FES Dixon, CA to NCPA Lodi facility including disposal at landfill and return to FES facility

Bin Delivery Fee (empty bins, no swap)	\$ 450.00/per delivery
Remove & Replace bins for disposal (6am – 3pm M-F)	\$ 650.00/per service
Bin Service after 3 pm M-F, Weekends or Holidays	\$ 810.00/per trip
Demurrage time at Landfill >1 hr. on site off-loading	\$ 125.00/per hr.
Off-loads (not dropping or receiving scheduled loads)	\$ 450.00 minimum
Fuel Surcharge (Calculated on transportation hours)	\$ 15%

Disposal of Non-Hazardous Filter Cake to Landfill

2 x 20 yd. bins of 15 yards minimum	\$ 35.00:Yard	\$ 1,050.00
Energy & Security Fees (County Fees)	10% of Rate: ton	\$ 0.00

Note: 2 bin total weight not to exceed 18 Tons

Rental & Expendable Materials:

4 x Bin Rental: Monthly	\$ 285.00: mo	\$ 1,140.00 Monthly
Bin Liners		\$ 25.00 ea + tax
Required annual analytical sampling		\$ 395.00
Bin rental (In addition to the 4 bins covered above)		\$ 14.00: Day

Note: Bin damage occurring at the NCPA facility or the direct result of NCPA activity will be charged to NCPA with no markup (actual repair or replacement charges only).

Emergency & Standard Services

Labor	Mon-Fri (6:00 am to 3:00 pm)	Saturday (up to 8 hrs)	Sunday Saturday (>8 hrs) Holidays
Project Manager	\$105.00/hr.	\$126.00/hr.	\$136.00/hr.
Environmental Technician	\$ 95.00/hr.	\$114.00/hr.	\$123.00/hr.
Administration	\$ 75.00/hr.	\$ 85.00/hr.	\$ 92.50/hr.

Emergency Fees

Emergency Response Call Out Fee "Minor" 1 truck w/operator	\$ 250.00
Emergency Response Call Out Fee "Standard" > 1 truck w/operator	\$ 750.00
Emergency Response Call Out Fee "Major" need crew w/numerous trucks	\$ 1,500.00
Emergency Response Trailer "Major"	\$ 500.00: day

Personal Protection Levels

LEVEL B (respiratory protection extra)

Severe protective suit, neoprene/viton	\$ 125.00/man: day
Intermediate protection disposable suit	\$ 110.00/man: day
PVC splash suit, heavy duty	\$ 75.00/man: day
PVC splash suit, light duty	\$ 45.00/man: day
Tyvek light weight suit	\$ 35.00/man: day

LEVEL C (respiratory protection extra)

Severe protective suit, neoprene/viton	\$ 105.00/man: day
Intermediate protection disposable suit	\$ 100.00/man: day
PVC splash suit, heavy duty	\$ 95.00/man: day
PVC splash suit, light duty	\$ 85.00/man: day
Tyvek light weight suit	\$ 65.00/man: day

LEVEL D

\$ 35.00/man: day

OTHER PROTECTIVE CLOTHING

Flame resistant / Nomex coveralls	\$ 135.00each
Flame resistant/ Nomex hood	\$ 122.00each
Nalgene gloves	\$ 2.50: pair
Light duty gloves	\$ 5.50: pair
Heavy duty gloves	\$ 10.00: pair
Specialty gloves	\$ 50.00: pair
Leather gloves	\$ 5.00: pair
Light duty boot covers	\$ 12.00: pair
Heavy duty boot covers	\$ 18.00: pair
Chemical resistant boots	\$ 30.00: pair
Hip boots	\$ 80.00: pair
Waders	\$ 110.00: pair

RESPIRATORY EQUIPMENT

Full face respirator	\$ 85.00: man: day
Half Face respirator	\$ 65.00: man: day
Respirator cartridges (HEPA)	\$ 30.00: set
Respirator cartridges (standard)	\$ 25.00: set
Half face disposable respirator	\$ 45.00: man: day

Monitoring/Sampling Equipment

LEL, O ₂ , H ₂ S meter	\$ 80.00: day
Combustible Gas Indicator	\$ 125.00: day
Ph meter	\$ 30.00: day
Plastic Kalawasa	\$ 20.00: each
Glass Thief	\$ 5.00: each
Gas detector w/o tubes	\$ 125.00: day
Gas detector tubes	\$ 15.00: each
Pocket transit	\$ 75.00: each
Air monitoring pump	\$ 150.00: day
Samples for TPH oil, diesel, gas & Cam 17 (Tiles 22 for metals)	\$ 395.00: each

Safety Equipment

Communication systems	\$ 65.00: day
Decon pool	\$ 40.00: day
Decon trailer	\$ 500.00: day
Face shield	\$ 5.00: each
Fire Extinguisher	\$ 15.00: day
First aid kit	\$ 45.00: day
Fluorescent safety vest	\$ 10.00: each
Goggles	\$ 6.00: each
GFI's	\$ 10.00: day
Full Body Fall Protection Harness	\$ 87.00: each
Lock out/ tag out tags	\$ 5.00: each
Top entry extraction device (tri-pod & winch)	\$ 200.00: day

Transport Equipment

Note: All equipment subject to 15% Energy Surcharge. All hours calculated "portal-portal"

One-ton Stake Bed Service Truck with Lift Gate	\$ 50.00: hour
Three-ton Stake Bed Service Truck	\$ 82.50: hour
Five-ton Enclosed Box Truck with Lift Gate	\$ 85.00: hour
Positive Displacement Pump Truck	\$ 95.00: hour
Water Truck (5300 gallon) Operated	\$ 145.00: hour
Vacuum Trucks, operated) 70 bbl-130 bbl-150 bbl	\$ 145.00: hour
Sludge Vacuum Truck or Stainless Vacuum Truck, operated	\$ 165.00: hour
Vacuum Tank Hoses (20-30' Sections): Day	\$ 20.00: each

Air Mover (Guzzler) – W/operator @ (PW Rate)	\$ 285.00: hour
Sewer Jetting Machine, 60 gpm @ 2,000 psi (trailer)	\$ 125.00: hour

Bin Trucks W/operators @ (PW Rate)	
Bob-tail (holds- 1 bin)	\$ 140.00: hour
Doubles (holds 2 bins, AKA Rocket Launcher)	\$ 140.00: hour

Note: Operated equipment is subject to overtime and double-time rates.

Overtime rates, >8 hrs, calculated at 1.2X standard rate

Holidays, Sundays and Double-time rates, >12 hrs, calculated at 1.3x standard rate

Bin Ramp, 10 yd. & 20 yd (facilitates equipment dump to bin)	\$ 50.00: day
Bin Rental (10, 20, 30, 40 yard)	\$ 14.00: day
Dewatering Bin Rental	\$ 75.00: day
Vacuum Bin Rental	\$ 65.00: day
Bin/ Truck Liners (Non-Bio Poly)	\$ 45.00: each

Miscellaneous Equipment (Not Including Mobilization & Demobilization)

Portable Tanks (2,000 gal., 6,500 gal., 21,000gal.)	Price on Request
245/235/225/215 Excavator - crawler	Price on Request
Long R: each - 46'/ 56'	Price on Request
Hydraulic concrete breaker	Price on Request
Excavator - rubber tire	Price on Request
400 series rubber tire backhoe/loader	\$ 950.00: day
7-900 series front-end loader (3-yard bucket)	Price on Request
Front-end loaders	Price on Request
Forklifts and Extended Reach Forklifts	
5000 lb.	\$ 600.00: day
15,000 lb.	\$ 750.00: day
> 15k lb.	Price on Request
Small/Medium Extended Reach Forklift	\$ 950.00: per day
Air Compressors	
85-125 CFM	\$ 375.00: day
Man-Portable compressor	\$ 125.00: day
Generators	
1-5 kw	\$ 160.00: day
6-10 kw	\$ 300.00: day
Lights - portable	
Twin Flood 8' 500W	\$ 35.00: day
Light Tower, 12' 1-4,000W	\$ 195.00: day
Pumps	
Centrifugal self priming 1.5hp	\$ 55.00: day
Trash Pump 2" cast iron 5hp	\$ 100.00: day
Utility Pump 1" aluminum 2hp	\$ 45.00: day
Submersible utility - manual 110v	\$ 38.00: day
Sump pump	\$ 45.00: day
Diaphragm 1"	\$ 85.00: day
Diaphragm 2"	\$ 170.00: day
Economy manual drum pump	\$ 29.00: day
Vacuum Drummer Machine, Diesel Powered (transfer to 55-gal drum)	\$ 375.00: day
Vacuum Drum Machine, Light Duty Electric	\$ 100.00: day
Wet/Dry Vacuum (15 gallon)	\$ 30.00: day
Wet/Dry Vacuum (5 gallon)	\$ 20.00: day
Industrial Pressure Washer, Trailer Mounted, 4K psi, Hot	\$ 375.00: day
Pressure Washer, 2-3k psi	\$ 150.00: day
Hydroblast Equipment	Price on Request

Miscellaneous Equipment Continued

30 foot Extension Ladder	\$ 45.00: day
Safety Cones : each	\$ 2.00: day
Blower (intrinsically safe – coppus style)	\$ 145.00: day
Chain saw	\$ 55.00: day
Chop saw	\$ 145.00: day
Cutting Torch and Rig	\$ 290.00: day
Drum de-header	\$ 20.00: day
Drum dolly	\$ 25.00: day
Electric cords (: each)	\$ 6.00: day
Hand Tools (: each)	\$ 3.00: day
Hand truck	\$ 10.00: day
Hydraulic jack – 20 ton	\$ 20.00: day
Non-sparking tools	Price on Request
Small Power Tools	\$ 45.00: day
Welder Arc/Wire Feed	\$ 190.00: day
Wheelbarrow	\$ 10.00: day

Materials, Supplies & Expendables

Absorbent Materials

Oil sorbent (3M or equivalent)	
HP 15" x 18" pads	\$ 75.00: case
HP 16" x 20" pads	\$ 95.00: case
HP 8" x 10' sorbent booms	\$ 60.00: each
HP 5" x 10' sorbent booms	\$ 50.00: each
HP 4' mini boom	\$ 112.50: case
HP 8' mini boom	\$ 112.50: case
HP 12' mini boom	\$ 112.50: case
HP 14" x 25" x 5" pillows (10 pillows per bag)	\$ 165.00: case
Granular absorbent	
A. Granular Dry Absorbent (multipurpose)	\$ 15.00: bag
B. Oil Dry (petroleum)	\$ 12.00: bag
C. Solid – A – Sorb (chemicals, PCB's)	\$ 15.00: bag
D. Vermiculite	\$ 35.00: bag
Universal sorbent (3M or equivalent)	
A. 15" x 19" pad	\$ 95.00: bag
B. 15" x 150' roll	\$ 135.00: roll
C. 38" x 150' roll	\$ 225.00: roll
D. 4' mini boom	\$ 195.00: case
E. 8' mini boom	\$ 195.00: case
F. 12' mini boom	\$ 195.00: case

Acid Neutralizer	Price on Request
Alkaline Neutralizer	Price on Request
Chlor-D-Tect Test	\$ 20.00: each
Specialty Materials Not Included Herein	Cost + 20%

Waste Containers

14 gallon Poly'	\$ 55.00: each
30 gallon Poly'	\$ 75.00: each
55 gallon Poly' – closed top	\$ 75.00: each
55 gallon Poly' – open top	\$ 65.00: each
95 gallon Poly' – overpack	\$ 195.00: each
55 gallon 1A2 – recycled open top	\$ 52.50: each
55 gallon 1A1 – recycled: closed top	\$ 55.50: each
85 gallon Steel –overpack	\$ 185.00: each
5 gallon poly' bucket	\$ 21.00: each
30-55 gallon -fiber	\$ 45.00: each
Drum Liners (roll)	\$ 145.00: roll
Drum Liners (individual)	\$ 4.00: each
M. Drum Thieves	\$ 5.00: each

Miscellaneous Items Continued

Cement (50lb bag)	\$ 10.00: each
Deionized Water	\$ 3.50: gal
Floor Dry	\$ 15.00: bag
Concrete Degreaser	\$ 21.00: gal
Industrial Detergent/Degreaser	\$ 15.00: gal
Soda Ash	\$ 35.00: bag
Solidification material (Sure Pak 25lb bag)	\$ 10.00: bag
Sand Bags	\$ 5.00: bag
Barricade Tape	\$ 29.80: roll
Duct Tape	\$ 5.90: roll
Hazardous Waste Label Kits	\$ 2.00: each
Manifests	\$ 5.00: each
pH Strips	\$ 26.50: box
Rags	\$ 50.00: box
Sample bottles	\$ 5.00: each
Visqueen 6 mil (20' x 100')	\$ 187.00: roll

Disposal (Various)

Disposal of Bulk Liquids

Non-Hazardous Liquids

<u>% Solids</u>	<u>Price/Per Gallon</u>	<u>Washout Fee</u>
1-10%	\$.98: gal	\$ 275.00
>10% in 10% increments	\$.15: gal.	

Non-RCRA Hazardous Waste Liquid

<u>% Solids</u>	<u>Price/Per Gallon</u>	<u>Washout Fee</u>
0-10%	\$ 1.45: gal	\$ 395.00
>10% in 10% increments	\$.15: gal.	

RCRA Hazardous waste liquid (Bulk)

Price on Request

Disposal by the Drum

Non-Hazardous Liquids

Liquids 55 gallon	\$ 145.00
Sludge 55 gallon	\$ 160.00

Non-RCRA Hazardous waste liquid

Liquids 55 gallon	\$ 255.00
Sludge 55 gallon	\$ 295.00

Non-Hazardous Solids

55 gallon drum	\$ 165.00
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Non-RCRA Hazardous waste Solids

55 gallon drum	\$ 275.00
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RCRA Hazardous waste Solids

Price on Request

RCRA Hazardous waste liquid

Price on Request

Disposal of Bulk Solids (Soil & contaminated debris [Includes all taxes and fees])

Non-Hazardous Solids Minimum 10 Yards/Ton	\$ 85.00/Yd./Ton
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Non-RCRA Hazardous Waste Solids Minimum 10 Yards/Ton	\$ 145.00/Yd./Ton
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RCRA Hazardous Waste Solids Minimum 10 Yards/Ton	\$ 265.00/Yd./Ton
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Analytical Testing	Price on Request
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Disposal

Used Oil {pumped out/or per drum}		
55 Gallon drums {w/free replacement drums}		\$ 65.00/per drum
Pumped out > 100 gallons		\$ 65.00/flat fee
Note: Includes Chlor-detect _m test on site as well as retain sample		
Properly drained Used Oil Filters		
55 Gallon Drums {with free replacement drums}		\$ 65.00/per drum
Fluid Containing Used Oil Filters {Non-RCRA Haz-Waste Liquid}		
55 Gallon Drum		\$225.00/per drum
Oilly Debris Waste {Absorbent sweep, pads, boom, socks, soil, etc.}		
55 Gallon Drums		\$275.00/per drum
Oilly Sludge		
55 Gallon Drums		\$295.00/per drum
Used Antifreeze		
55 Gallon drums (with replacement drum free of charge)		\$125.00/per drum
Bulk >100 gallons		\$ 1.85/per gal.
Waste Aerosol		
55 Gallon Drums		\$325.00/per drum
30 Gallon Drums		\$265.00/per drum
Latex Paint & Non-RCRA Concrete Sprays & Curing Material		
55 Gallon Drums	(Bulk or commodity-pack)	\$295.00/per drum
Waste Paint Related Material, Mixed Fuels		
(Oil Based Paints, Thinners or otherwise flammable/combustible with BTU Value)		
55 Gallon Drums	(Bulk)	\$295.00/per drum
55 Gallon Drums	(Commodity-pack = 1-5 gallon bucket)	\$395.00/per drum
Cubic Yard Boxes	(Commodity-pack = 1-5 gallon bucket)	\$895.00/per box
Common Corrosives		
55 Gallon Drums	(Bulk)	\$395.00/per drum
55 Gallon Drums	(Commodity-pack = 1-5 gallon buckets)	\$455.00/per drum
Empty Hazardous Material drums		\$ 30.00/per drum
Universal Waste		
Fluorescent Lamps		
4 ft. & 8 ft. lamps		\$ 0.25/per ft.
PCB & Non-PCB Ballast	(5 gallon DOT drums)	\$125.00/per drum
Electronic Scrap	(monitors, keyboards etc.)	\$.65/per lb
All Batteries	(5gal or less \$95.00 min)	\$.95/per lb

Bulk Liquids

Non-Hazardous Liquids

<u>% Solids</u>	<u>Price/Per Gallon</u>	<u>Washout Fee</u>
1-10%	\$.98: gal	\$ 275.00
>10% in 10% increments	\$.15: gal.	

Non-RCRA Hazardous Waste Liquid

<u>% Solids</u>	<u>Price/Per Gallon</u>	<u>Washout Fee</u>
0-10%	\$ 1.45: gal	\$ 395.00
>10% in 10% increments	\$.15: gal.	

RCRA Hazardous waste liquid (Bulk) Price on Request

Bulk Solids (Soil & contaminated debris [Includes all taxes and fees])

Non-Hazardous Solids

Minimum 10 Yards/Ton \$ 85.00: Yd or Ton

Non-RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton \$ 145.00: Yd or Ton

RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton \$ 265.00: Yd or Ton

Analytical Testing

Price on Request

All wastes not listed

Price on Request

Waste drum container size breakdown

5 gallon drum (40% of 55 gal. price)/15-30 gal. drums(75% of 55 Gallon price)

Page 3 – NCPA Miscellaneous Waste Removal Blanket Pricing w/ Project Work

Transportation

Service vehicle stop fee relates to small container waste pickup. All other transportation or operated hours will be calculated "portal-to-portal" and subject to 15% energy surcharge

1 Ton pickup/Flat bed or Box Truck "includes labor for 1 up to one hour"	\$150.00: Stop
28 ft. Truck & Trailer/includes pump for oil and antifreeze	\$250.00: Stop
Pump truck for oil/antifreeze 4 hr. "minimum"	\$ 95.00: hr.
Sludge Vac/w/operator "for transferring sludge on site"	\$165.00: hr.
Vacuum Truck, 80 bbl Operated <8 hrs.	\$132.00: hr.
Vacuum Truck, 150 bbl Operated <8 hrs.	\$137.50: hr.
Roll-Off Truck, Operated <8 hrs	\$137.50: hr

Note: Operated equipment is subject to overtime and double-time rates.

Overtime rates, >8 hrs, calculated at 1.2X standard rate

Holidays, Sundays and Double-time rates, >12 hrs, calculated at 1.3x standard rate

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Phil Fremouw VP Sales

(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

Fremouw Environmental Services, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

[Signature]
(Signature of officer or agent)

Dated this 1st day of March, 20 19.

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

EXHIBIT D
CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, Phil Fremouw VP Sales,

(Name of person signing affidavit)(Title)

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

Fremouw Environmental Services, Inc.

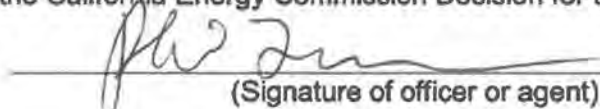
(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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


(Signature of officer or agent)

Dated this 1st day of March, 2019

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND FREMOUW ENVIRONMENTAL
SERVICES, INC. ACCEPTING ASSIGNMENT TO ADVANCED CHEMICAL TRANSPORT INC.
DBA ACTENVIRO**

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

WHEREAS, the Agency and Fremouw Environmental Services, Inc. entered into a five year Multi-Task General Services Agreement dated effective March 28, 2019, (the "Agreement") for Contractor to provide waste cleanup services related to project support and plant operations for the Agency; and

WHEREAS, on February 28, 2021, Fremouw Environmental Services, Inc. was acquired by Advanced Chemical Transport, Inc. dba ACTEnviro; and the Agency desires to agree to the assignment of the Agreement to Advanced Chemical Transport, Inc. dba ACTEnviro; and

WHEREAS, the Parties now desire to amend Section 13.7 entitled "Contract Administrator" of the Agreement to reflect the change of the administrator's name; and

WHEREAS, the Parties now desire to amend Section 13.8 entitled "Notices" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Agency now desires to amend Exhibit A entitled "Scope of Work" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the parties now desire to amend Exhibit B entitled "Compensation Schedule and Hourly Fees", to add language allowing price adjustments; and

WHEREAS, the Parties now desire to amend Exhibit C entitled "Affidavit of Compliance for Contractors" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties now desire to amend Exhibit D entitled "Affidavit of Compliance for Hazardous Materials Transport Vendors" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties and Fremouw Environmental Services, Inc. agree to the assignment of the Agreement to Advanced Chemical Transport, Inc. dba ACTEnviro; 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. The preamble to the Agreement is replaced in its entirety as follows:

"This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Advanced Chemical Transport, Inc. dba ACTEnviro, a Corporation, with its office located at 967 Mabury Road, San Jose, CA 95133 ("Contractor") (together sometimes referred to as the "Parties") as of March 28, 2019 ("Effective Date") in Roseville, California."

2. Section 13.7 Contract Administrator is replaced in its entirety as follows:

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

3. Section 13.8 Notices is replaced in its entirety as follows:

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

Advanced Chemical Transport, Inc. dba ACTEnviro
Attn: Phil Fremouw
6940 Tremont Road
Dixon, CA 95620

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

4. **Exhibit A – SCOPE OF WORK** is amended and restated to read in full as set forth in the attached Exhibit A.
5. **Exhibit B – COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the Attached Exhibit B.
6. **Exhibit C – CERTIFICATION – Affidavit of Compliance for Contractors** is amended to include Advanced Chemical Transport, Inc. dba ACTEnviro and shall be executed as set forth in the attached Exhibit C.

7. **Exhibit D – CERTIFICATION – Affidavit of Compliance for Hazardous Materials Transport Vendors** is amended to include Advanced Chemical Transport, Inc. dba ACTEnviro and shall be executed as set forth in the attached Exhibit D.
8. Agency hereby accepts the assignment of the Agreement from Fremouw Environmental Services, Inc. to Advanced Chemical Transport, Inc. dba ACTEnviro, Contractor.
9. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.
10. Contractor agrees to the assignment of the Agreement including all of the benefits and burdens of the Agreement as set forth therein and as amended by this Amendment.

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

FREMOUW ENVIRONMENTAL SERVICES, INC.

**PHIL FREMOUW,
Vice President**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

Date: _____

ADVANCED CHEMICAL TRANSPORT, INC.
DBA ACTENVIRO

SHAWN BALL, Vice President

EXHIBIT A

SCOPE OF WORK

Advanced Chemical Transport, Inc. dba ACTEnviro ("Contractor") shall provide waste cleanup services related to project support and plant operations as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA.

NCPA CT Facilities specific services to include, but not be limited to the following:

(1) Provide filter cake bins and cake disposal services at LEC site, including, but not limited to providing the following:

- a) 24-hour turnaround for waste bin(s) drop-off and pickup.
- b) Waste cake profiling quarterly for bins prior to disposal until such profiling is no longer required by the corresponding landfill or NCPA
- c) Classification of all materials where applicable
- d) Supply 2x20 yard lined bins on site at all times for disposal of Filter Cake.
- e) Remove and replace filter cake bins on a regular schedule.
- f) Transport bins to final disposal facilities.
- g) Provide all paperwork, including profiling, labeling and manifesting in accordance with DOT regulations (49 CFR).
- h) Sample periodically and get analytical results from lab if needed

(2) Act as the Emergency Responder at the Lodi Energy Center ("LEC"), STIG, Lodi CT1, and Alameda CT1 sites, including providing all labor, equipment and materials to perform cleanup of hazardous and non-hazardous material and substance spill incident and transport and disposal;

(3) Provide Hazardous & Non-Hazardous Waste transporter services for LEC, STIG, Lodi CT1, and Alameda CT1 sites to state permitted treatment, storage, or disposal facilities (TSFD). Services will include but not be limited to the manifesting and transportation of used oil, oily absorbents, HRSG debris, cooling tower sludge, OWS pump-outs, and universal waste.

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:

CT Facilities Specific Rates:

- (1) Filter Cake Bins and Disposal Service Rates - See Following Rate Sheets
- (2) Emergency Response Rates - See Following Rate Sheets
- (3) Miscellaneous Waste Removal Rates - See Following Rate Sheets

Filter Cake Management

Services & Provisions Provided by FES

- Assistance with classification and Profiling of Wastes to Disposal Facility.
- Two 20yd³ Closed top bins at the Power plant in the filter press shelter and two in reserve.
- Removal and replacement of filter cake bins as applicable to NCPA production schedule.
Note: Bin replacement and "cake" disposal requested by NCPA <24 hours in advance of required service will constitute a rapid service event and subject to applicable charges listed in the table below. In addition, bin service requested after normal business hours (from 6am to 3pm) will be billed at the elevated rate for transportation also listed in the table below. This rate applies to loads arriving at the disposal facility after 4:00pm M-F.
- All bin replacement activity will include transport to class I or II landfill, disposal charges and replacement of empty 20 yd³ bins in the filter press shelter area.
- Provisions for all transport documentation including profile acceptance, manifesting and labeling in accordance with local state and federal regulation.
- Filter cake waste sampling, analytical testing and updated profiling acceptance annually or as required by the disposal facility.

Assumptions & Provisions to be Facilitated by NCPA

- Greater than 24hrs notice to FES for bin pickup and replacement.
- Same day bin replacement (rapid service) to be communicated to FES prior to 8am M-F.

Pricing Table

Transportation:

"Portal-to-portal" complete service from FES Dixon, CA to NCPA Lodi facility including disposal at landfill and return to FES facility

Bin Delivery Fee (empty bins, no swap)	\$ 450.00/per delivery
Remove & Replace bins for disposal (6am – 3pm M-F)	\$ 650.00/per service
Bin Service after 3 pm M-F, Weekends or Holidays	\$ 810.00/per trip
Demurrage time at Landfill >1 hr. on site off-loading	\$ 125.00/per hr.
Off-loads (not dropping or receiving scheduled loads)	\$ 450.00 minimum
Fuel Surcharge (Calculated on transportation hours)	\$ 15%

Disposal of Non-Hazardous Filter Cake to Landfill

2 x 20 yd. bins of 15 yards minimum	\$ 35.00:Yard	\$ 1,050.00
Energy & Security Fees (County Fees)	10% of Rate: ton	\$ 0.00

Note: 2 bin total weight not to exceed 18 Tons

Rental & Expendable Materials:

4 x Bin Rental: Monthly	\$ 285.00: mo	\$ 1,140.00 Monthly
Bin Liners		\$ 25.00 ea + tax
Required annual analytical sampling		\$ 395.00
Bin rental (In addition to the 4 bins covered above)		\$ 14.00: Day

Note: Bin damage occurring at the NCPA facility or the direct result of NCPA activity will be charged to NCPA with no markup (actual repair or replacement charges only).

Emergency & Standard Services

Labor	Mon-Fri (6:00 am to 3:00 pm)	Saturday (up to 8 hrs)	Sunday Saturday (>8 hrs) Holidays
Project Manager	\$105.00/hr.	\$126.00/hr.	\$136.00/hr.
Environmental Technician	\$ 95.00/hr.	\$114.00/hr.	\$123.00/hr.
Administration	\$ 75.00/hr.	\$ 85.00/hr.	\$ 92.50/hr.

Emergency Fees

Emergency Response Call Out Fee "Minor" 1 truck w/operator	\$ 250.00
Emergency Response Call Out Fee "Standard" > 1 truck w/operator	\$ 750.00
Emergency Response Call Out Fee "Major" need crew w/numerous trucks	\$ 1,500.00
Emergency Response Trailer "Major"	\$ 500.00: day

Personal Protection Levels

LEVEL B (respiratory protection extra)

Severe protective suit, neoprene/viton	\$ 125.00/man: day
Intermediate protection disposable suit	\$ 110.00/man: day
PVC splash suit, heavy duty	\$ 75.00/man: day
PVC splash suit, light duty	\$ 45.00/man: day
Tyvek light weight suit	\$ 35.00/man: day

LEVEL C (respiratory protection extra)

Severe protective suit, neoprene/viton	\$ 105.00/man: day
Intermediate protection disposable suit	\$ 100.00/man: day
PVC splash suit, heavy duty	\$ 95.00/man: day
PVC splash suit, light duty	\$ 85.00/man: day
Tyvek light weight suit	\$ 65.00/man: day

LEVEL D

\$ 35.00/man: day

OTHER PROTECTIVE CLOTHING

Flame resistant / Nomex coveralls	\$ 135.00each
Flame resistant/ Nomex hood	\$ 122.00each
Nalgene gloves	\$ 2.50: pair
Light duty gloves	\$ 5.50: pair
Heavy duty gloves	\$ 10.00: pair
Specialty gloves	\$ 50.00: pair
Leather gloves	\$ 5.00: pair
Light duty boot covers	\$ 12.00: pair
Heavy duty boot covers	\$ 18.00: pair
Chemical resistant boots	\$ 30.00: pair
Hip boots	\$ 80.00: pair
Waders	\$ 110.00: pair

RESPIRATORY EQUIPMENT

Full face respirator	\$ 85.00: man: day
Half Face respirator	\$ 65.00: man: day
Respirator cartridges (HEPA)	\$ 30.00: set
Respirator cartridges (standard)	\$ 25.00: set
Half face disposable respirator	\$ 45.00: man: day

Monitoring/Sampling Equipment

LEL, O2, H2S meter	\$ 80.00: day
Combustible Gas Indicator	\$ 125.00: day
Ph meter	\$ 30.00: day
Plastic Kalawasa	\$ 20.00: each
Glass Thief	\$ 5.00: each
Gas detector w/o tubes	\$ 125.00: day
Gas detector tubes	\$ 15.00: each
Pocket transit	\$ 75.00: each
Air monitoring pump	\$ 150.00: day
Samples for TPH oil, diesel, gas & Cam 17 (Tiles 22 for metals)	\$ 395.00: each

Safety Equipment

Communication systems	\$ 65.00: day
Decon pool	\$ 40.00: day
Decon trailer	\$ 500.00: day
Face shield	\$ 5.00: each
Fire Extinguisher	\$ 15.00: day
First aid kit	\$ 45.00: day
Fluorescent safety vest	\$ 10.00: each
Goggles	\$ 6.00: each
GFI's	\$ 10.00: day
Full Body Fall Protection Harness	\$ 87.00: each
Lock out/ tag out tags	\$ 5.00: each
Top entry extraction device (tri-pod & winch)	\$ 200.00: day

Transport Equipment

Note: All equipment subject to 15% Energy Surcharge. All hours calculated "portal-portal"

One-ton Stake Bed Service Truck with Lift Gate	\$ 50.00: hour
Three-ton Stake Bed Service Truck	\$ 82.50: hour
Five-ton Enclosed Box Truck with Lift Gate	\$ 85.00: hour
Positive Displacement Pump Truck	\$ 95.00: hour
Water Truck (5300 gallon) Operated	\$ 145.00: hour
Vacuum Trucks, operated) 70 bbl-130 bbl-150 bbl	\$ 145.00: hour
Sludge Vacuum Truck or Stainless Vacuum Truck, operated	\$ 165.00: hour
Vacuum Tank Hoses (20-30' Sections): Day	\$ 20.00: each
Air Mover (Guzzler) – W/operator @ (PW Rate)	\$ 285.00: hour
Sewer Jetting Machine, 60 gpm @ 2,000 psi (trailer)	\$ 125.00: hour

Bin Trucks W/operators @ (PW Rate)

Bob-tail (holds- 1 bin)	\$ 140.00: hour
Doubles (holds 2 bins, AKA Rocket Launcher)	\$ 140.00: hour

Note: Operated equipment is subject to overtime and double-time rates.

Overtime rates, >8 hrs, calculated at 1.2X standard rate

Holidays, Sundays and Double-time rates, >12 hrs, calculated at 1.3x standard rate

Bin Ramp, 10 yd. & 20 yd (facilitates equipment dump to bin)	\$ 50.00: day
Bin Rental (10, 20, 30, 40 yard)	\$ 14.00: day
Dewatering Bin Rental	\$ 75.00: day
Vacuum Bin Rental	\$ 65.00: day
Bin/ Truck Liners (Non-Bio Poly')	\$ 45.00: each

Miscellaneous Equipment (Not Including Mobilization & Demobilization)

Portable Tanks (2,000 gal., 6,500 gal., 21,000gal.)	Price on Request
245/235/225/215 Excavator - crawler	Price on Request
Long R: each - 46' / 56'	Price on Request
Hydraulic concrete breaker	Price on Request
Excavator - rubber tire	Price on Request
400 series rubber tire backhoe/loader	\$ 950.00: day
7-900 series front-end loader (3-yard bucket)	Price on Request
Front-end loaders	Price on Request
Forklifts and Extended Reach Forklifts	
5000 lb.	\$ 600.00: day
15,000 lb.	\$ 750.00: day
> 15k lb.	Price on Request
Small/Medium Extended Reach Forklift	\$ 950.00: per day
Air Compressors	
85-125 CFM	\$ 375.00: day
Man-Portable compressor	\$ 125.00: day
Generators	
1-5 kw	\$ 160.00: day
6-10 kw	\$ 300.00: day
Lights - portable	
Twin Flood 8' 500W	\$ 35.00: day
Light Tower, 12' 1-4,000W	\$ 195.00: day
Pumps	
Centrifugal self priming 1.5hp	\$ 55.00: day
Trash Pump 2" cast iron 5hp	\$ 100.00: day
Utility Pump 1" aluminum 2hp	\$ 45.00: day
Submersible utility - manual 110v	\$ 38.00: day
Sump pump	\$ 45.00: day
Diaphragm 1"	\$ 85.00: day
Diaphragm 2"	\$ 170.00: day
Economy manual drum pump	\$ 29.00: day
Vacuum Drummer Machine, Diesel Powered (transfer to 55-gal drum)	\$ 375.00: day
Vacuum Drum Machine, Light Duty Electric	\$ 100.00: day
Wet/Dry Vacuum (15 gallon)	\$ 30.00: day
Wet/Dry Vacuum (5 gallon)	\$ 20.00: day
Industrial Pressure Washer, Trailer Mounted, 4K psi, Hot	\$ 375.00: day
Pressure Washer, 2-3k psi	\$ 150.00: day
Hydroblast Equipment	Price on Request

Miscellaneous Equipment Continued

30 foot Extension Ladder	\$ 45.00: day
Safety Cones : each	\$ 2.00: day
Blower (intrinsically safe – coppus style)	\$ 145.00: day
Chain saw	\$ 55.00: day
Chop saw	\$ 145.00: day
Cutting Torch and Rig	\$ 290.00: day
Drum de-header	\$ 20.00: day
Drum dolly	\$ 25.00: day
Electric cords (: each)	\$ 6.00: day
Hand Tools (: each)	\$ 3.00: day
Hand truck	\$ 10.00: day
Hydraulic jack – 20 ton	\$ 20.00: day
Non-sparking tools	Price on Request
Small Power Tools	\$ 45.00: day
Welder Arc/Wire Feed	\$ 190.00: day
Wheelbarrow	\$ 10.00: day

Materials, Supplies & Expendables

Absorbent Materials

Oil sorbent (3M or equivalent)	
HP 15" x 18" pads	\$ 75.00: case
HP 16" x 20" pads	\$ 95.00: case
HP 8" x 10' sorbent booms	\$ 60.00: each
HP 5" x 10' sorbent booms	\$ 50.00: each
HP 4' mini boom	\$ 112.50: case
HP 8' mini boom	\$ 112.50: case
HP 12' mini boom	\$ 112.50: case
HP 14" x 25" x 5" pillows (10 pillows per bag)	\$ 165.00: case
Granular absorbent	
A. Granular Dry Absorbent (multipurpose)	\$ 15.00: bag
B. Oil Dry (petroleum)	\$ 12.00: bag
C. Solid – A – Sorb (chemicals, PCB's)	\$ 15.00: bag
D. Vermiculite	\$ 35.00: bag
Universal sorbent (3M or equivalent)	
A. 15" x 19" pad	\$ 95.00: bag
B. 15" x 150' roll	\$ 135.00: roll
C. 38" x 150' roll	\$ 225.00: roll
D. 4' mini boom	\$ 195.00: case
E. 8' mini boom	\$ 195.00: case
F. 12' mini boom	\$ 195.00: case

Acid Neutralizer	Price on Request
Alkaline Neutralizer	Price on Request
Chlor-D-Tect Test	\$ 20.00: each
Specialty Materials Not Included Herein	Cost + 20%

Waste Containers

14 gallon Poly'	\$ 55.00: each
30 gallon Poly'	\$ 75.00: each
55 gallon Poly' – closed top	\$ 75.00: each
55 gallon Poly' – open top	\$ 65.00: each
95 gallon Poly' – overpack	\$ 195.00: each
55 gallon 1A2 – recycled open top	\$ 52.50: each
55 gallon 1A1 – recycled: closed top	\$ 55.50: each
85 gallon Steel –overpack	\$ 185.00: each
5 gallon poly' bucket	\$ 21.00: each
30-55 gallon -fiber	\$ 45.00: each
Drum Liners (roll)	\$ 145.00: roll
Drum Liners (individual)	\$ 4.00: each
M. Drum Thieves	\$ 5.00: each

Miscellaneous Items Continued

Cement (50lb bag)	\$ 10.00: each
Deionized Water	\$ 3.50: gal
Floor Dry	\$ 15.00: bag
Concrete Degreaser	\$ 21.00: gal
Industrial Detergent/Degreaser	\$ 15.00: gal
Soda Ash	\$ 35.00: bag
Solidification material (Sure Pak 25lb bag)	\$ 10.00: bag
Sand Bags	\$ 5.00: bag
Barricade Tape	\$ 29.80: roll
Duct Tape	\$ 5.90: roll
Hazardous Waste Label Kits	\$ 2.00: each
Manifests	\$ 5.00: each
pH Strips	\$ 26.50: box
Rags	\$ 50.00: box
Sample bottles	\$ 5.00: each
Visqueen 6 mil (20' x 100')	\$ 187.00: roll

Disposal (Various)

Disposal of Bulk Liquids

Non-Hazardous Liquids

% Solids	Price/Per Gallon	Washout Fee
1-10%	\$.98: gal	\$ 275.00
>10% in 10% increments	\$.15: gal.	

Non-RCRA Hazardous Waste Liquid

% Solids	Price/Per Gallon	Washout Fee
0-10%	\$ 1.45: gal	\$ 395.00
>10% in 10% increments	\$.15: gal.	

RCRA Hazardous waste liquid (Bulk) Price on Request

Disposal by the Drum

Non-Hazardous Liquids

Liquids 55 gallon	\$ 145.00
Sludge 55 gallon	\$ 160.00

Non-RCRA Hazardous waste liquid

Liquids 55 gallon	\$ 255.00
Sludge 55 gallon	\$ 295.00

Non-Hazardous Solids

55 gallon drum	\$ 165.00
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Non-RCRA Hazardous waste Solids

55 gallon drum	\$ 275.00
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RCRA Hazardous waste Solids

RCRA Hazardous waste liquid Price on Request

Disposal of Bulk Solids (Soil & contaminated debris [Includes all taxes and fees])

Non-Hazardous Solids

Minimum 10 Yards/Ton	\$ 85.00/Yd./Ton
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Non-RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton	\$ 145.00/Yd./Ton
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RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton	\$ 265.00/Yd./Ton
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Analytical Testing

Price on Request

Disposal

Used Oil {pumped out/or per drum}		
55 Gallon drums {w/free replacement drums}		\$ 65.00/per drum
Pumped out > 100 gallons		\$ 65.00/flat fee
Note: Includes Chlor-detect™ test on site as well as retain sample		
Properly drained Used Oil Filters		
55 Gallon Drums{with free replacement drums}		\$ 65.00/per drum
Fluid Containing Used Oil Filters {Non-RCRA Haz-Waste Liquid}		
55 Gallon Drum		\$225.00/per drum
Oily Debris Waste (Absorbent sweep, pads, boom, socks, soil, etc.)		
55 Gallon Drums		\$275.00/per drum
Oily Sludge		
55 Gallon Drums		\$295.00/per drum
Used Antifreeze		
55 Gallon drums (with replacement drum free of charge)		\$125.00/per drum
Bulk >100 gallons		\$ 1.85/per gal.
Waste Aerosol		
55 Gallon Drums		\$325.00/per drum
30 Gallon Drums		\$265.00/per drum
Latex Paint & Non-RCRA Concrete Sprays & Curing Matertial		
55 Gallon Drums	(Bulk or commodity-pack)	\$295.00/per drum
Waste Paint Related Material, Mixed Fuels		
(Oil Based Paints, Thinners or otherwise flammable/combustible with BTU Value)		
55 Gallon Drums	(Bulk)	\$295.00/per drum
55 Gallon Drums	(Commodity-pack = 1-5 gallon bucket)	\$395.00/per drum
Cubic Yard Boxes	(Commodity-pack = 1-5 gallon bucket)	\$895.00/per box
Common Corrosives		
55 Gallon Drums	(Bulk)	\$395.00/per drum
55 Gallon Drums	(Commodity-pack = 1-5 gallon buckets)	\$455.00/per drum
Empty Hazardous Material drums		\$ 30.00/per drum
Universal Waste		
Fluorescent Lamps		
4 ft. & 8 ft. lamps		\$ 0.25/per ft.
PCB & Non-PCB Ballast	(5 gallon DOT drums)	\$125.00/per drum
Electronic Scrap	(monitors, keyboards etc.)	\$.65/per lb
All Batteries	(5gal or less \$95.00 min)	\$.95/per lb

Bulk Liquids

Non-Hazardous Liquids

% Solids	Price/Per Gallon	Washout Fee
1-10%	\$.98: gal	\$ 275.00
>10% in 10% increments	\$.15: gal.	

Non-RCRA Hazardous Waste Liquid

% Solids	Price/Per Gallon	Washout Fee
0-10%	\$ 1.45: gal	\$ 395.00
>10% in 10% increments	\$.15: gal.	

RCRA Hazardous waste liquid (Bulk)

Price on Request

Bulk Solids (Soil & contaminated debris [Includes all taxes and fees])

Non-Hazardous Solids

Minimum 10 Yards/Ton

\$ 85.00: Yd or Ton

Non-RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton

\$ 145.00: Yd or Ton

RCRA Hazardous Waste Solids

Minimum 10 Yards/Ton

\$ 265.00: Yd or Ton

Analytical Testing

Price on Request

All wastes not listed

Price on Request

Waste drum container size breakdown

5 gallon drum (40% of 55 gal. price)/15-30 gal. drums(75% of 55 Gallon price)

Page 3 – NCPA Miscellaneous Waste Removal Blanket Pricing w/ Project Work

Transportation

Service vehicle stop fee relates to small container waste pickup. All other transportation or operated hours will be calculated "portal-to-portal" and subject to 15% energy surcharge

1 Ton pickup/Flat bed or Box Truck "includes labor for 1 up to one hour"	\$150.00: Stop
28 ft. Truck & Trailer/includes pump for oil and antifreeze	\$250.00: Stop
Pump truck for oil/antifreeze 4 hr. "minimum"	\$ 95.00: hr.
Sludge Vac/w/operator "for transferring sludge on site"	\$165.00: hr.
Vacuum Truck, 80 bbl Operated <8 hrs.	\$132.00: hr.
Vacuum Truck, 150 bbl Operated <8 hrs.	\$137.50: hr.
Roll-Off Truck, Operated <8 hrs	\$137.50: hr

Note: Operated equipment is subject to overtime and double-time rates.

Overtime rates, >8 hrs, calculated at 1.2X standard rate

Holidays, Sundays and Double-time rates, >12 hrs, calculated at 1.3x standard rate

Any reference to "FES" above is Advanced Chemical Transport, Inc. dba ACTEnviro.

Contractor may revise rates above with 30 days' advance written notice to Agency.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

Advanced Chemical Transport, Inc. dba ACTEnviro

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

EXHIBIT D
CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

Advanced Chemical Transport, Inc. dba ACTEnviro

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



Commission Staff Report

COMMISSION MEETING DATE: August 25, 2022

SUBJECT: Approval of Revisions to NCPA's Personnel Policies and Procedures Manual
Telecommute Program (Policy 404.4 and Procedure P404.4)

AGENDA CATEGORY: Consent

FROM:	Brynna Bryant <i>BB</i>	METHOD OF SELECTION:
	Human Resources Manager	N/A
Division:	Administrative Services	
Department:	Human Resources	

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 22-94 authorizing the General Manager or his designee to implement the revisions to NCPA's Personnel Policies and Procedures Manual.

BACKGROUND:

Based on the retention challenges and remote work findings from the last two years, the Agency was granted approval by the Executive Committee to offer a temporary, part-time telecommute option for Agency defined critical positions in March and April 2022. The Agency was then directed by the Executive Committee to review all Agency classifications for telework suitability. In July 2022 (after a review of all classifications), the Agency was granted approval by the Executive Committee to extend the part-time telecommute option to all eligible, unrepresented Agency employees on a temporary basis. The Agency is now seeking Commission approval for an ongoing, part-time telecommute program effective August 28, 2022.

The Telecommute Policy has been amended to include a telecommute procedure (P404.4) within the Personnel Policies and Procedures Manual. This addition to the policy will provide a workplace option that allows eligible Headquarter employees who are meeting Agency performance expectations to work remotely for some of their regularly scheduled shift(s). No particular positions have been designated as "telecommuting positions." Rather, certain positions may be suitable for telecommuting, and in such cases, this policy may permit management to allow part of the duties of a position to be performed remotely on a temporary or ongoing basis.

FISCAL IMPACT:

Approval of these changes to NCPA's Personnel Policies and Procedure Manual will have minimal fiscal impacts. Therefore, this action does not require a budget augmentation.

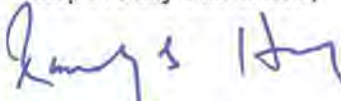
ENVIRONMENTAL ANALYSIS:

This activity would not result in a direct or reasonably foreseen 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 July 28, 2022 the Executive Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 22-94
- NCPA Personnel Policies and Procedures (Telecommute Policy 404.4 and Telecommute Procedure P404.4)

RESOLUTION 22-94

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING REVISIONS TO NCPA'S PERSONNEL POLICIES AND PROCEDURES MANUAL

(reference Staff Report #213:22)

WHEREAS, based on the retention challenges and remote work findings from the last two years, the Agency was granted approval by the Executive Committee to offer a temporary, part-time telecommute option for Agency defined critical positions in March and April 2022; and

WHEREAS, the Agency was directed by the Executive Committee to review all Agency classifications for telework suitability; and

WHEREAS, NCPA staff have reviewed and identified all eligible Agency classifications suitable for telework; and

WHEREAS, NCPA staff have updated its Personnel Policies and Procedures Manual (Manual) to include a Telecommute Policy and Procedure; and

WHEREAS, the Manual delegates authority to the General Manager for implementation; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves the revisions to the Agency's Personnel Policies and Procedures Manual to include revisions and additions to the Telecommute Program Policy 404.4 and Procedure P404.4.

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

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

404.4 Telecommute Program

The Telecommute Program is a [voluntary](#) workplace option that allows employees who are meeting Agency performance expectations (including probationary employees) to work remotely for some of their regularly scheduled shift(s). No particular positions have been designated as "telecommuting positions." Rather, certain positions may be suitable for telecommuting, and in such case, Management may allow part of the duties of the position to be performed remotely on a temporary or ongoing basis. Telecommuting is not promised or guaranteed, and no particular duration of telecommuting is guaranteed. If telecommuting is approved for a position, it will last as long as it is appropriate for both the employee and the Agency, focusing first on the business needs of the Agency.

Employees offered the opportunity and granted the ability to telecommute remain subject to all terms and conditions of their employment set as forth in the Employee Handbook and as may be determined in other Agency policies or procedures.

P404.4 TELECOMMUTE PROGRAM PROCEDURE

The Telecommute Program is a voluntary workplace option that allows eligible Headquarter employees meeting Agency performance expectations (including probationary employees) to work remotely for some of their regularly scheduled shift(s). No particular positions have been designated as "telecommuting positions." Rather, certain positions may be suitable for telecommuting, and in such cases, Management may allow part of the duties of the position to be performed remotely on a temporary or ongoing basis. Telecommuting is not promised or guaranteed, and no particular duration of telecommuting is guaranteed. If telecommuting is approved for a position, it will last as long as it is appropriate for both the employee and the Agency, focusing first on the business needs of the Agency.

Before entering into any telecommuting agreement, the employee and their supervisor shall evaluate the suitability of such an arrangement paying particular attention to the following areas:

- Employee Suitability - the employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuting.
- Job Responsibilities - the employee and supervisor, will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement. (This evaluation will include ensuring the telecommuting employee can perform all job responsibilities without "leaning" on employees working in the office or in the field.)
- Equipment needs, workspace design considerations, and scheduling issues.
- No modifications or exceptions to an employee's telecommuting schedule will be permitted.
- There is no change to existing compensation or benefits due to remote working. Any tax implications due to remote work are the remote worker's responsibility.
- If the Agency incurs unexpected or additional expenses associated with telecommuting, the telecommute program may be revoked for individual employees or the Agency as a whole.

Employees will submit telecommute requests by submitting a Telecommute Application Form to their immediate supervisor and Assistant General Manager (AGM) for review and approval. The approved Telecommute Application Form will then be forwarded to Human Resources for storage in the employee's personnel file.

Eligibility

Telecommuting may not be feasible within some departments or for certain positions within a department. Employees interested in telecommuting should discuss the matter with their supervisor and Assistant General Manager and complete a Telecommute Application Form.

Telecommuting requests will be evaluated on a case-by-case basis. The following conditions must be met prior to the approval of a telecommute agreement:

- Employees must be able to carry out the same duties, assignments, and other work obligations at their remote location as they do when at their regular work location, including but not limited to performing all of their job duties, assignments, and other work obligations without “leaning” on employees at their regular work location or elsewhere.
- Employees must be responsive to calls, texts, and emails during regular work hours.
- Unless otherwise specified in writing, a telecommuting employee’s hours and days of work shall remain identical to those that would apply in the workplace.
- The arrangement must be practical and beneficial to the Agency.
- Employees must be meeting performance standards and in good standing with the Agency.
- Employees must keep supervisors informed about any declines in productivity resulting from the telecommuting arrangement.
- Employees must have the appropriate equipment, furnishings, and office supplies at their remote location.
- Employees must have a space that allows them to access Agency systems with an acceptable internet connection, including security and speed, subject to confirmation by the Agency at its discretion.
- Employees must be able to attend in-person scheduled meetings and participate in other required activities at their regular work location as needed, and such employees shall bear all costs of travel to the Agency’s office for business purposes as such remains the designated work location.
- Employees must arrange for dependent care during their work hours. Employees must notify their supervisor as soon as possible if they are unable to work on any day or are unable to begin work at the scheduled starting time due to illness or other reasons.
- Employee’s regular remote work location must be within the state of California. Any remote work to be performed for the Agency while physically located outside of California must be approved in advance by the employee’s supervisor and the Assistant General Manager in writing.

Equipment/Furnishings/Office Supplies

On a case-by-case basis, the Agency will determine the appropriate equipment needs, including hardware, software, security, phone and data lines, and other office equipment, for each telecommuting arrangement. Human Resources and Information Services will serve as resources in this matter. Equipment supplied by the Agency will be maintained by the department. Equipment provided by the department is to be used for business purposes only. With respect to any electronic device (i.e., computer, iPad, tablet, smartphone, or similar device) provided by the Agency for telecommuting purposes, employees acknowledge that such equipment is owned by the Agency, and employees have no right of privacy to any information stored or contained on the device. Employees must provide to the Agency any

passwords used for such devices. The Agency reserves the right to randomly view or access any information stored on any such device. Employees shall not allow Agency-provided computers and other electronic media to be used by family members, friends, or other non-Agency personnel. The employee must sign an inventory of all Agency property received and agree to take appropriate action to protect the items from damage or theft. Employees must report instances of loss, damage, or unauthorized access to their supervisor at the earliest reasonable opportunity. Employees may be required to bring Agency-owned equipment to the Agency's office for normal maintenance and repairs. Upon termination of employment, all Agency property must be returned to the Agency unless other arrangements have been made.

The employee must have an appropriate work environment at their remote location. If an employee chooses to participate in the telecommute program, the employee must establish an appropriate work environment within their remote location for work purposes. While working remotely, an employee's environment should allow for focus and concentration. The Agency will not be responsible for costs associated with the setup of the employee's remote location, such as remodeling, furniture or lighting, nor for repairs or modifications to the space. Employees are responsible for equipping and maintaining their remote location so that they can accomplish their work in an efficient and expeditious manner. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The Agency accepts no responsibility for damage or repairs to employee-owned equipment. Unless approved in writing in advance by the General Manager, all telecommute hours must be worked within the state of California.

Employees agree to maintain a safe and secure work environment, including one that is ergonomically appropriate. For example, employees shall maintain a safe work environment free of clutter, exposed wiring, slippery surfaces, etc. At a minimum, employees should have a flat, sturdy surface from which to work, accompanied by an appropriate chair, both of which allow for ergonomically correct positioning of the body. Employees agree to allow the Agency to assess safety and security at the designated telecommuting worksite, upon reasonable notice (at least 24 hours), to inspect for possible work hazards and suggest modifications. Repeat inspections may occur on an as-needed basis. Because employees performing telecommuting work are normally covered under the Agency's workers' compensation insurance, any injuries, no matter how minor, that are experienced while an employee is telecommuting must be reported immediately, pursuant to the policies set forth in this Personnel Policies and Procedures Manual. In the case of severe injury or when immediate notification is impossible, employees or their designee shall give such notification as soon as practical. The Agency, or its designated agent, shall have the right to inspect the remote workspace immediately upon learning of an accident or injury.

The Agency reserves the right to make determinations as to appropriate equipment, which is subject to change at any time.

Employees shall promptly notify their supervisor when unable to perform work from the

telecommuting worksite due to failure of hardware, software, communications connectivity, or any other disruptive cause. Employees may be assigned other work and/or be required to work at the Agency's office in such circumstances.

Other Requirements/Restrictions

The Agency has the right to offer, cancel, or suspend employee telecommuting privileges at any time, for any reason or for no reason, and with or without notice, for any individual employee or for all employees at the Agency's election. Every effort will be made to provide 30 days notice of such a change. There may be instances, however, where no notice is possible.

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the Agency. Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements, will require the advance approval of the supervisor. Failure to comply with this requirement may result in the immediate cessation of the telecommuting agreement and/or disciplinary action, up to and including termination. In addition, any alternative work schedule must be approved in advance per P402.2 AWS Procedure.

Telecommuting employees must adhere to all NCPA policies. It is the responsibility of the employee to take all precautions necessary to secure proprietary information and to prevent unauthorized access to such information. The employee is required to observe all office security practices when working outside NCPA's office to ensure the integrity and confidentiality of proprietary information. All software used for teleworking must be virus inspected, and each PC must have virus protection software installed. Restricted access materials shall not be taken out of the office or accessed through the computer unless approved in advance by the supervisor.

Employees agree to indemnify and hold the Agency harmless for injury to others at the designated telecommuting worksite. It is an employee's sole responsibility to notify their insurance carrier that the employee is utilizing a home office and to obtain adequate insurance.

Employees shall not use their personal vehicle for Agency business unless explicitly authorized in writing by their supervisor. Commuting between an employee's designated work location at the Agency's office, if applicable, and any telecommuting worksite shall not be considered compensable travel time, nor will mileage be reimbursed. The Agency is not liable for injuries sustained by employees while commuting to or from the regular work location.

Employees understand that they are responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations. The Agency will not assume any responsibility for, pay or indemnify employees for any tax liabilities or other liabilities associated with this telecommuting arrangement.

Any breach of this Policy or the associated agreement by the employee may result in termination of the arrangement and agreement and/or disciplinary action, up to and including termination of employment.



Commission Staff Report

COMMISSION MEETING DATE: August 25, 2022

SUBJECT: Approval of the Special Conditions Agreement for Grant Administration By and Between Plumas Sierra Rural Electric Cooperative and the Northern California Power Agency

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:		
All Members <input type="checkbox"/>	City of Lodi <input 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 checked="" type="checkbox"/>
City of Biggs <input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>		

RECOMMENDATION:

Adopt Resolution 22-96 approving the Special Conditions Agreement for Grant Administration by and Between the Plumas Sierra Rural Electric Cooperative (Plumas) and the Northern California Power Agency (NCPA) (the "Special Conditions Agreement"), and to authorize the General Manager of NCPA, or their designee, to (1) execute the Special Conditions Agreement on behalf of NCPA, and (2) upon full execution of the Special Conditions Agreement, execute a United States Department of Defense, Defense Community Infrastructure Pilot Program Grant (DCIP Program Grant) agreement (the "Grant Agreement"), if such DCIP Program Grant is ultimately awarded and accepted, and the Grant Agreement is recommended for approval by the NCPA General Counsel, including any changes to the Special Conditions Agreement and Grant Agreement recommended and approved by the NCPA General Counsel.

BACKGROUND:

Plumas seeks to reinforce its electric system reliability by developing and constructing a new transmission interconnection project to interconnect the Plumas electric system to the NV Energy Balancing Authority at the Fort Sage substation (the "Fort Sage Project"). The Fort Sage Project would enhance the Plumas electric system reliability in the event the current Plumas transmission interconnection to the CAISO Balancing Authority is lost or compromised, and will also enable Plumas to access additional markets to acquire cost effective energy supplies for its customers. To support the development and construction of the Fort Sage Project, Plumas is seeking partial funding for the Fort Sage Project through a DCIP Program Grant. Pursuant to the requirements of the DCIP Program Grant, only state and local agencies, including multijurisdictional entities like NCPA, can apply for the DCIP Program Grant.

At the request of Plumas, NCPA proposes to act as the applicant and pass-through entity for the DCIP Program Grant, acting on behalf of Plumas. For the DCIP Program Grant, Plumas would act as the DCIP Program Grant sub-recipient, and would be responsible for performing all of the work associated with the development and construction of the Fort Sage Project. As the DCIP Program Grant applicant, NCPA's responsibilities would include oversight of the grant application, designation of Plumas as the DCIP Program Grant sub-recipient, and potentially verifying compliance with the applicable DCIP Program Grant requirements. Plumas will be required to assume all other responsibilities and obligations of the DCIP Program Grant.

As such, NCPA submitted a DCIP Program Grant application on behalf of Plumas on July 18, 2022. The Office of Local Defense Community Cooperation (OLDCC) will notify NCPA and Plumas as to whether the DCIP Program Grant is awarded or not. OLDCC anticipated that it will notify applicants in mid-August 2022. If the application is awarded, in order for NCPA and Plumas to formally accept the DCIP Program Grant, NCPA and Plumas will be required to enter into a formal Grant Agreement with the OLDCC. If the application is awarded, NCPA and Plumas will have the opportunity to review the full terms and conditions of the Grant Agreement, and upon such review will have the opportunity to either accept or reject the DCIP Program Grant at that juncture. If upon such review, including review by the NCPA General Counsel, NCPA and Plumas agree to the terms and conditions of the Grant Agreement to accept the DCIP Program Grant, the deadline for executing the Grant Agreement is September 23, 2022.

The Power Management and Administrative Services Agreement (PMASA), as may be amended from time to time, establishes the framework under which participating NCPA

Members (further therein referred to as "Participants") shall enter into one or more Service Agreements with NCPA to take certain services from NCPA. In the PMASA, NCPA and a Participant can enter into a special conditions agreement to enable NCPA to supply special "one-off" services as may be required. As such, NCPA, working in coordination with Plumas, has develop a Special Conditions Agreement to enable NCPA to perform certain services on behalf of Plumas with regard to administration of the DCIP Program Grant, including oversight as the DCIP Grant applicant, establishing Plumas as the DCIP Program Grant sub-recipient, and potentially distributing funds to be used for the development and construction of the Fort Sage Project. The Special Conditions Agreement further requires Plumas to pay all direct and indirect costs NCPA may incur associated with NCPA's administration of the DCIP Program Grant, and to indemnify NCPA for any risks or expenses NCPA may incur acting on behalf of Plumas.

If OLDCC awards the DCIP Program Grant to NCPA and Plumas, all three parties will enter into a Grant Agreement, and the Grant Agreement will establish NCPA as a pass-through entity for the DCIP Program Grant and Plumas will be designated as a subrecipient. Each of these roles are allowed under the terms of the DCIP Program Grant.

A copy of the Special Conditions Agreement has been attached to this staff report for your reference.

FISCAL IMPACT:

Pursuant to the Special Conditions Agreement, Plumas will reimburse NCPA for all direct and indirect costs NCPA may incur associated with NCPA's administration of the DCIP Program Grant, including costs associated with NCPA staff time and materials. Therefore, there is no direct fiscal impact to NCPA.

ENVIRONMENTAL ANALYSIS:

In order to accept the DCIP Program Grant as a sub-recipient, Plumas must submit environmental review documents to OLDCC. The Rural Utilities Service, U.S. Department of Agriculture completed an Environmental Assessment/Finding of No Significant Impact ("EA/FONSI") for the Fort Sage to Herlong 120 kV Interconnect Project in August of 2012. The California State Lands Commission issued and adopted the EA/FONSI as a Mitigated Negative Declaration for compliance with the California Environmental Quality Act. Plumas is updating and reconfirming the initial findings and anticipates completing review in the fall of 2022.

In this instance, NCPA is not the project owner, operator or constructor, and is not contracting for services from the Fort Sage Project. Thus, submitting and accepting the DCIP Program Grant does not make NCPA's action an activity directly undertaken by a public agency. The Fort Sage Project is supported by the DCIP Program Grant, but the DCIP Program Grant is a federal grant and NCPA is not providing money, loans or financial assistance to the Fort Sage Project. Furthermore, NCPA is not issuing any kind of permit or other entitlement for the Fort Sage Project, nor is NCPA charged with authority to approve or disapprove the Fort Sage Project. NCPA is simply acting as a pass-through entity for the DCIP Program Grant.

The relationship between OLDCC, NCPA and Plumas will be established in the Grant Agreement wherein the relationships and roles of each party will be defined. NCPA will be listed

as a pass-through entity and Plumas will be listed as a subrecipient. Plumas will have a Federal assistance relationship directly with OLDCC. In its role as a subrecipient, Plumas will:

- be the entity responsible for programmatic decision-making;
- have its performance measured in relation to whether objectives of a Federal program are met;
- be responsible for adherence to applicable Federal program requirements specified in the Federal Award; and
- use the Federal funds to carry out a program for a public purpose specified in authorizing statute as the funds cannot be used to provide good or services for the benefit of the pass-through entity.

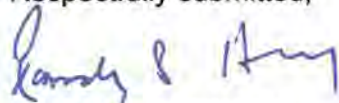
(See Title 2, Code of Federal Regulations §200.331.) Thus, this activity by NCPA is not a project for the purposes of the California Environmental Quality Act (See Cal. Publ. Res. Code §21065.)

COMMITTEE REVIEW:

On August 3, 2022, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On August 4, 2022, the Legal Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment:

- Resolution 22-96
- Special Conditions Agreement

RESOLUTION 22-96

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE SPECIAL CONDITIONS AGREEMENT FOR GRANT ADMINISTRATION BY AND BETWEEN PLUMAS SIERRA RURAL ELECTRIC COOPERATIVE AND THE NORTHERN CALIFORNIA POWER AGENCY (reference Staff Report 215:22)

WHEREAS, Plumas Sierra Rural Electric Cooperative (Plumas) seeks to reinforce its electric system reliability by developing and constructing a new transmission interconnection project to interconnect the Plumas electric system to the NV Energy Balancing Authority at the Fort Sage substation (the "Fort Sage Project"); and

WHEREAS, the Fort Sage Project would enhance the Plumas electric system reliability in the event the current Plumas transmission interconnection to the CAISO Balancing Authority is lost or compromised, and will also enable Plumas to access additional markets to acquire cost effective energy supplies for its customers; and

WHEREAS, to support the development and construction of the Fort Sage Project, Plumas is seeking partial funding for the Fort Sage Project through a United States Department of Defense, Defense Community Infrastructure Pilot Program Grant (DCIP Program Grant), and pursuant to the requirements of the DCIP Program Grant, only state and local agencies, including multijurisdictional entities like Northern California Power Agency (NCPA), can apply for the DCIP Program Grant; and

WHEREAS, at the request of Plumas, NCPA proposes to act as the applicant and pass-through entity for the DCIP Program Grant, acting on behalf of Plumas; and

WHEREAS, for the DCIP Program Grant, Plumas would act as the DCIP Program Grant sub-recipient, and would be responsible for performing all of the work associated with the development and construction of the Fort Sage Project, and as the DCIP Program Grant applicant, NCPA's responsibilities would include oversight of the grant application, designation of Plumas as the DCIP Program Grant sub-recipient, and potentially verifying compliance with the applicable DCIP Program Grant requirements, and Plumas will be required to assume all other responsibilities and obligations of the DCIP Program Grant; and

WHEREAS, NCPA submitted a DCIP Program Grant application on behalf of Plumas on July 18, 2022, and the Office of Local Defense Community Cooperation (OLDCC) will notify NCPA and Plumas as to whether the DCIP Program Grant is awarded or not by mid-August 2022; and

WHEREAS, if the application is awarded, in order for NCPA and Plumas to formally accept the DCIP Program Grant, NCPA and Plumas will be required to enter into a formal grant agreement with the OLDCC (the "Grant Agreement"); and

WHEREAS, NCPA and Plumas will have the opportunity to review the full terms and conditions of the Grant Agreement, and upon such review will have the opportunity to either accept or reject the DCIP Program Grant at that juncture, and if upon such review, including review by the NCPA General Counsel, NCPA and Plumas agree to the terms and conditions of the Grant Agreement to accept the DCIP Program Grant, the deadline for executing the Grant Agreement is September 23, 2022; and

WHEREAS, the Power Management and Administrative Services Agreement (PMASA), as may be amended from time to time, establishes the framework under which participating NCPA Members (further therein referred to as "Participants") shall enter into one or more Service Agreements with NCPA to take certain services from NCPA, and the PMASA states that NCPA and a Participant can enter into a special conditions agreement to enable NCPA to supply special "one-off" services as may be required; and

WHEREAS, NCPA, working in coordination with Plumas, has develop a Special Conditions Agreement to enable NCPA to perform certain services on behalf of Plumas with regard to administration of the DCIP Program Grant, including oversight as the DCIP Grant applicant, establishing Plumas as the DCIP Program Grant sub-recipient, and potentially distributing funds to be used for the development and construction of the Fort Sage Project, and the Special Conditions Agreement further requires Plumas to pay all direct and indirect costs NCPA may incur associated with NCPA's administration of the DCIP Program Grant, and to indemnify NCPA for any risks or expenses NCPA may incur acting on behalf of Plumas; and

WHEREAS, pursuant to the Special Conditions Agreement, Plumas will reimburse NCPA for all direct and indirect costs NCPA may incur associated with NCPA's administration of the DCIP Program Grant, including costs associated with NCPA staff time and materials, and therefore, there is no direct fiscal impact to NCPA; and

WHEREAS, for the reasons that are further set forth in Staff Report 215:22, this activity is not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts and approves the Special Conditions Agreement for Grant Administration by and Between the Plumas Sierra Rural Electric Cooperative and the Northern California Power Agency, and authorizes the General Manager of NCPA, or their designee, to (1) execute the Special Conditions Agreement on behalf of NCPA, and (2) upon full execution of the Special Conditions Agreement, execute a Grant Agreement, if such DCIP Program Grant is ultimately awarded and accepted, and the Grant Agreement is recommended for approval by the NCPA General Counsel, including any changes to the Special Conditions Agreement and Grant Agreement recommended and approved by the NCPA General Counsel.

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

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

**SPECIAL CONDITIONS AGREEMENT
FOR
GRANT ADMINISTRATION
BY AND BETWEEN THE
PLUMAS SIERRA RURAL ELECTRIC COOPERATIVE
AND THE
NORTHERN CALIFORNIA POWER AGENCY**

DRAFT

This Special Conditions Agreement for Grant Services (the "Agreement") is entered into as of the ____ day of _____, 2022 ("Effective Date"), by and between the Northern California Power Agency ("NCPA"), a California joint powers and public entity having its central office at 651 Commerce Drive, Roseville, California and the Plumas Sierra Rural Electric Cooperative, ("Member"), a rural electric cooperative founded in 1937 and an associate member of NCPA, having its central office at 73233 State Route 70, Portola, California. NCPA and the Member are occasionally herein referred to individually as a "Party" or collectively as the "Parties". This Agreement is premised on the following.

RECITALS:

WHEREAS, NCPA provides, among other services to its membership: electric generation facility development and power resource pooling services to the majority of its member public entities and an associate nonprofit member, and technical, operational, and maintenance services on behalf of the majority of member and associate member entities, for the operation and maintenance of NCPA electric generating projects in which they are invested, as well as dispatch, scheduling

coordination, trading and risk management services, so that the members of NCPA on the whole, exercising their common powers pursuant to the Joint Exercise of Powers Act, may supply electrical power and energy for their residential, commercial, and industrial customers or their own use on a reliable, cost-effective, and environmentally sensitive basis, with the advantages of the economy of scale, which may, under some circumstances, benefit all of NCPA's members; and

WHEREAS, the Member, as an associate member of NCPA, while it looks to NCPA in part for the services described above, it nevertheless wishes to request that NCPA provide special services, in the nature of an advisor or agent, by which the Member may receive an advantage by avoiding the cost of the embedded expertise that it would have to employ in the absence of NCPA, and the risks associated therewith, so that the Member may, at its sole risk, and without hazard to NCPA and its other members, receive benefits, when other NCPA members may not share interests in this Member's particular effort; and

WHEREAS, this Agreement has been drawn to first protect NCPA and its members from any exposure to liability of any kind that might result from any act or omission in the performance of this Agreement, to the fullest extent permitted by law, due to the fact that NCPA will be acting for the Member and not for any other member in its performance of this Agreement and due to the further fact that the benefit of this Agreement to the other members is limited to the extent to which the challenges of this

Agreement develop in NCPA further skill and expertise, but not to any economic or financial benefit for which those members should be liable; and

WHEREAS, the Member desires to utilize the benefits of the investment in, and expertise available through the auspices of NCPA, and NCPA having weighed the consideration herein, and the protection the Member intends to provide NCPA and its other members in this Agreement, wishes to assist the Member; and

WHEREAS, Member believes Member's Fort Sage Transmission Project ("Project") meets the requirements for and has a reasonably good chance of receiving a United States Department of Defense, Defense Community Infrastructure Pilot Program Grant ("DCIP Program Grant") to fund construction of Member's Project;

WHEREAS, only state and local agencies, including multijurisdictional entities like NCPA, can apply for a DCIP Program Grant; and

WHEREAS, the Parties intend for Member to be a sub-recipient of the DCIP Program Grant consistent with its terms and conditions; and

WHEREAS, Member as a not-for-profit, member-owned utility can and will be the Project owner under the terms and conditions of the DCIP Program Grant; and

WHEREAS, to assist Member, NCPA as applicant and the Member as sub-recipient submitted a proposal for funding the Project on July 18, 2022, to the Office of Local Defense Community Cooperation, Department of Defense (OLDCC) for a DCIP Program Grant; and

WHEREAS; should NCPA and Member as a sub-recipient receive a notice of award and grant agreement from OLDCC, the Parties intend to review the notice of award and grant agreement for consistency with this Agreement and the Project; and

WHEREAS, if after review of the notice to award and the grant agreement NCPA and Member agree to accept the DCIP Program Grant, the Parties will enter into the grant agreement to accept the award and commit to the Project; and

WHEREAS, the Parties intend to request OLDCC designate Member as a sub-recipient of the DCIP Program Grant as Member intends to permit, construct, own and operate the Project and take responsibility to comply with all DCIP Program Grant requirements; and

WHEREAS, the Parties agree that NCPA will be tasked only with oversight as the grant applicant and if necessary, management of the DCIP Program Grant funds, and Member shall provide all other services needed to comply with all DCIP Program Grant requirements.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions set forth herein, the Parties have entered into this Agreement.

Article 1 – SCOPE OF SERVICES

Upon mutual agreement, and subject to the General Conditions described below, NCPA will provide to the Member the Service defined and described below.

1.1 General Conditions. NCPA shall not be obligated under this Agreement to provide any Services to the Member, notwithstanding the fact that the Member may have completely and faithfully complied with each and every term, condition, and covenant of this Agreement. NCPA may decline to furnish the Service requested by the Member in the sole and absolute discretion of NCPA, acting by and through its Commission without the vote of the Member, and such discretion of the Commission shall not be subject to review or to the dispute resolution provisions of this Agreement or of other agreements between the Member and NCPA; provided, however, that, notwithstanding the foregoing, should NCPA have agreed in a written Grant Funding Authorization, as provided for in Attachment A hereto, to provide the Service for the Member, provided that the Member is then at the time of the Grant Funding Authorization not in default of, and has completely and faithfully complied with each and every term, condition, and covenant of this Agreement, then NCPA shall provide the Service.

1.2 Agency Services. Agency Services mean services that NCPA may provide in the capacity of the exclusive agent of the Member, as principal, subject to the General Conditions of this Agreement, to act as applicant and provide necessary oversight as required by the DCIP Program Grant including creating an account for, holding, disbursing and providing the supporting accounting for the DCIP Program Grant on

behalf of Member, if Member executes a Grant Funding Authorization in substantially the form contained in Attachment A to this Agreement.

Member shall assume responsibility for all other aspects of the Project and the terms and conditions of the DCIP Program Grant. NCPA and Member shall meet quarterly to review Project status, use of DCIP Program Grant funds, and compliance with DCIP Program terms and conditions. NCPA will recover its costs to provide the Agency Services on an hourly charge or monthly retainer as shown on Attachment A2. NCPA may adjust the monthly retainer and hourly charges as it determines may be required to fully recover its costs, in its sole discretion, during the preparation and adoption of the NCPA Annual Budget.

Article 2 – REQUEST FOR AGENCY SERVICES

2.1 Member Request. After the Effective Date and upon receipt of an executed Grant Funding Authorization, NCPA shall provide the Member with the Agency Services stated above in consideration for Member's agreement to pay NCPA its costs to provide the Agency Services as described in Attachment A2. No obligation as might be imposed by law on NCPA or its other members or upon the Member shall arise unless both Parties execute the Grant Funding Authorization.

2.2 Mutual Agreement on Scope of Agency Services and Costs to Provide those Agency Services. NCPA will provide the Agency Services as described herein and on Attachment A2 upon both Parties' execution of the Grant Funding

Authorization. NCPA will invoice the Member for the monthly retainer and/or hourly costs as reflected in Attachment A2, as may be adjusted from time to time, and include those charges on Member's all resources bill.

2.3 Authentication of Delegation. NCPA is entitled to require an authentication of the delegation of any authority of the governing body of the Member to a General Manager of the Member, by a formal resolution and legal opinion. In addition, NCPA may require, as part of the General Conditions, that the Member or its authorized General Manager delegate authority to NCPA before it undertakes to perform any Agency Services on behalf of the Member, in form and substance acceptable to NCPA, in its sole discretion, as provided in the General Conditions.

Article 3 – DUE DILIGENCE AND RESPONSIBILITY

3.1 Due Diligence. Member assumes all responsibility to complete necessary due diligence on the DCIP Program Grant and its application to Member's Project. NCPA has conducted no due diligence and makes no representations regarding the DCIP Program Grant or its application to Member's Project.

3.2 Member Accepts All Risks Associated with the DCIP Program Grant. NCPA takes no responsibility for and makes no representation regarding the efficacy of the DCIP Program Grant for Member's Project, the conditions and requirements associated with the DCIP Program Grant and the use of any funds provided through the DCIP Program Grant for the Project. NCPA has not evaluated any risks associated

with accepting the DCIP Program Grant. Member accepts all risks, responsibilities and requirements placed upon NCPA or Member and shall in all situations be wholly responsible for the DCIP Program Grant regardless of whether any tasks are performed by NCPA or by Member.

Article 4 – REPRESENTATIONS AND WARRANTIES

4.1 Initial Representations and Warranties. On the Effective Date, the Member represents and warrants to NCPA that:

- (i) it is duly organized, validly existing and in good standing under the laws of California and of the United States;
- (ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement including but not limited to receipt of the funds from the DCIP Program Grant for the Project;
- (iii) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;
- (iv) this Agreement, , and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding

obligation enforceable against it in accordance with its terms; subject to any Equitable Defenses.

- (v) it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;
- (vi) there is not pending or, to its knowledge, threatened against it or any legal proceedings or investigations that could materially adversely affect its ability to perform its obligations under this Agreement and each Transaction (including any Confirmation accepted in accordance with this Agreement);
- (vii) no Event of Default or Potential Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;
- (viii) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of NCPA in providing Agency Services, and the Member is capable of assessing the merits of and

understanding, and understands and accepts, the terms, conditions and risks of this Agreement; and

- (ix) it has entered into this Agreement in connection with the conduct of its enterprise.

4.2 Further Representations and Warranties. On the Effective Date, the Member further represents and warrants to NCPA that: (i) all acts necessary to the valid execution, delivery and performance of this Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the laws of the State of California and the charter, ordinances, bylaws or other regulations, (ii) all persons making up the governing body of the Member are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the state and local, and other applicable law, (iii) entry into and performance of this Agreement are for a proper public purpose within the meaning of all relevant constitutional, organic or other governing documents and applicable law, (iv) the term of this Agreement does not extend beyond any applicable limitation imposed by the relevant constitutional, organic or other governing documents and applicable law, (v) the Member's obligations to make payments hereunder are unsubordinated obligations and such payments are (a) operating and maintenance costs (or similar designation) which enjoy first priority of payment at all times under any and

all bond ordinances or indentures or agreements to which it is a party, and all other relevant constitutional, organic or other governing documents and applicable law; (b) not subject to any prior claim under any and all bond ordinances or indentures or agreements to which it is a party, and all other relevant constitutional, organic or other governing documents and applicable law and are available without limitation or deduction to satisfy all of the Member's obligations hereunder (vi) entry into and performance of this Agreement by the Member will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any obligation of the Member or NCPA otherwise entitled to such exclusion, and (vii) obligations to make payments hereunder do not constitute any kind of indebtedness of the Member or create any kind of lien on, or security interest in, any property or revenues of the Member which, in either case, is proscribed by any provision of any relevant constitutional, organic or other governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.

4.3 Primacy of NCPA Projects. Notwithstanding the availability of NCPA personnel and equipment the Member acknowledges and agrees that the first priority for NCPA personnel are the other NCPA projects in which more than one member participates, and that the Agency Services NCPA provides under this Agreement are subordinate to NCPA's duties to serve the other members.

Article 5 – GOVERNING BODY APPROVAL

This Agreement and the DCIP Program Grant shall be entered into only upon approval by the Member's governing body by resolution or by Member's General Manager with written delegated authority, in conjunction with the executed Grant Funding Authorization.

Article 6 – GRANT FUNDING ACCOUNT

As stated above in the Recitals, Member applied for and received notification of award of a DCIP Program Grant. NCPA's only Agency Services under this Agreement are to create an account for, hold, disburse and provide the supporting accounting for the DCIP Program Grant. Member shall assume responsibility for all other aspects of the Project and the DCIP Program Grant.

6.1 Grant Account. The Grant Account is an account established at NCPA pursuant to this Agreement. The Grant Account is established to: (i) receive DCIP Program Grant funds ("DCIP Grant Funds") held by NCPA under this Agreement for the purposes of supporting funding of Member's Project, (ii) hold the DCIP Grant Funds pursuant to any DCIP Program Grant award requirements prior to disbursing those funds to Member, (iii) disburse those funds to Member upon receipt of a signed Grant Disbursement Authorization and Confirmation (form included in Attachment A1), and (iv) return any unused DCIP Grant Funds to the DCIP Program.

6.2 Initial Amount. After the effective date of this Agreement and upon receipt of a fully executed DCIP Grant Funding Authorization in substantially the form contained in Attachment A, NCPA shall create a new account to serve as the Grant Account. NCPA will deposit all of the DCIP Grant Funds into the Grant Account and no other funds shall be mixed with the DCIP Grant Funds in the Grant Account. NCPA shall maintain a detailed accounting of the Grant Account. Interest earned on the Grant Account shall be credited to the Member and subject to any restricted uses specified by the DCIP Program. Any losses in the Grant Account, due for example to the compulsory sale of investments to comply with Member's needs for funds to support the Project, shall be allocated to and reimbursed by Member.

6.3 Periodic Reviews. Upon receipt of the DCIP Grant Funds and at least quarterly thereafter, NCPA shall review the balances in the Grant Account and provide a summary to Member. Member shall submit and respond to all DCIP Program reporting and auditing requirements, but NCPA shall prepare summaries or Grant Account information for Member to use in responding to all DCIP Program reporting and auditing requirements.

6.4 DCIP Program Audits. In the event the DCIP Program requests to audit the Grant Account, NCPA will work with Member and cooperate with the DCIP Program auditors. NCPA shall charge Member for all costs in complying with the audit.

6.5 Grant Funds Disbursement to Member. Upon receipt of a Grant Disbursement Authorization and Confirmation in substantially the form contained in Attachment A1, NCPA shall disburse funds to Member. Member shall only use DCIP Grant Funds for Project expenses authorized by the DCIP Program. Member shall take full responsibility for complying with all requirements of the DCIP Program and the DCIP Grant Funds including but not limited to disbursement and use of DCIP Grant Funds and rectifying any misuse of DCIP Grant Funds..

6.6 Return of Funds. On the termination of this Agreement and upon completion of a Grant Account reconciliation with Member, NCPA shall return any unused funds to the DCIP Program.

6.7 Documentation of Grant Fund Uses. Member shall maintain all records necessary to demonstrate that all DCIP Grant Funds are used by Member to fund authorized DCIP Program expenses for the Project. Any questions or concerns by the DCIP Program or anyone else about the use of DCIP Grant Funds shall be addressed and resolved by Member. All interim and final reports required by the DCIP Program shall be completed by and be the responsibility of Member.

Article 7 – PAYMENTS AND DEFAULTS

7.1 Billing and Payment. Monthly billing statements prepared by NCPA shall be sent to the Member showing the Member's unpaid balance for Agency Services and other expenses relating to this Agreement. NCPA may provide this information on

monthly billing statements prepared by NCPA pursuant to other Project Agreements with the Member and commonly referred to as the all resources bill. NCPA will provide the monthly billing statements electronically if requested by the Member; otherwise NCPA shall mail the statements by U.S. Postal Service, first class postage pre-paid.

7.1.1 Disputed Monthly Billing Statement. In case any portion of any billing statement received by Member from NCPA shall be in bona fide dispute, Member shall pay NCPA the full amount of such billing statement and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, shall be credited to Member by NCPA.

7.2 Application of Operating Account. NCPA may apply the Member's Operating Account to the payment of any portion of the monthly billing statement. If Member does not timely pay the billing statement, Application of such funds shall not relieve the Member for any late payment charges.

7.3 Late Payments. Amounts shown on each billing statement are due and payable at the time noted on the invoice, but not later than thirty (30) days after the date of the invoice, except that any amount due on a Friday, holiday or weekend may be paid on the following working day. Any amount due and not paid by the Member shall

bear interest at the per annum prime rate (or reference rate) of the Bank of America NT & SA then in effect, plus two percent per annum computed on a daily basis until paid.

7.4 Audit Rights. The Member shall have the right to audit at its expense any data created or maintained by NCPA pursuant to this Agreement on thirty (30) days written notice, unless otherwise agreed by the Member and NCPA.

7.5 Failure to Pay. If the Member fails to pay any amount due to NCPA within thirty (30) days of the date of receipt of an invoice enumerating such amounts, the Member is in default and material breach under this Agreement.

7.6 Other Material Breaches. If the Member is in default or in breach of any of the Covenants or the terms, requirements or conditions of the DCIP Program Grant, it shall be in default of this Agreement. In addition, if the Member is in default or in breach of any of its covenants under any other agreement with NCPA, it shall also be considered in material default of this Agreement.

7.7 Cure Period. Upon written notice by NCPA, the Member shall cure any default within five (5) working days.

7.8 Cure of Defaults. A default shall be cured by the payment of any monies due NCPA, including any late payment charges, and repayment of any funds drawn from the Operating Account. A default under any other agreement with NCPA shall be cured by compliance with the covenant.

7.9 Remedies in the Event of a Material Default. NCPA may suspend the provision of any Agency Services or to the Member with a default which has not been cured within the Cure Period, including, demanding further assurances, and taking any other legal or equitable action before or after the Cure Period to compel the correction of the default, as for example, to mandate the collection of a surcharge to produce Revenues to secure the cure of the default, (and the selection of one remedy shall not preclude the use of other remedies), on behalf of NCPA and other Members (in which event the defaulting Member shall not have the right to vote while such defaulting Member is in material default as determined by the NCPA Commission).

7.10 Obligations in the Event of Default. In the event the Member's share of the Operating Account is insufficient to cover the costs of the Agency Services or any refund required by the DCIP Program Grant, (i) the defaulting Member shall cooperate in good faith with NCPA and shall cure the default as rapidly as possible, on an emergency basis, taking all such action as is necessary, including, but not limited to, drawing on its cash-on-hand and lines of credit, obtaining further assurances by way of credit support and letters of credit, and taking all such other action as will cure the default quickly; and provided, however, (ii) that neither NCPA nor any other member shall be liable under this Agreement for the obligations of the defaulting Member, and the Member shall be solely responsible and liable for performance of its obligations under this Agreement, the Agency Services and the DCIP Program Grant.

Article 8 – TERM OF THIS AGREEMENT

8.1 Term of This Agreement. The term of this Agreement will be from the Effective Date to the date the Project is complete or the DCIP Grant Funds are exhausted, all reports and filings are complete and the DCIP Program Grant sponsor, currently the OLDCC, closes out the DCIP Program Grant, whichever is later.

Article 9 – NO IMMUNITY CLAIM

9.1 No Immunity Claim. The Member warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (i) suit, (ii) jurisdiction of a court (including a court located outside the jurisdiction of its organization), (iii) relief by way of injunction, order for specific performance or recovery of property, (iv) attachment of assets, or (v) execution or enforcement of any judgment.

Article 10 – MEMBER COVENANTS

The definitions in this Article 10 apply to the covenants in section 10.3 and elsewhere in this Agreement.

10.1 Electric system. Electric System means, with respect to the Member, all properties and assets, real and personal, tangible and intangible, of the Member now or hereafter existing, used or pertaining to the generation, transmission, transformation, distribution and sale of electric capacity and energy, including all additions, extensions,

expansions, improvements and betterments thereto and equipment thereof; provided, however, that to the extent the Member is not the sole owner of an asset or property or to the extent that an asset or property is used in part for the above described purposes, only the Member's ownership interest in such asset or property or only the part of the asset or property used for electric purposes shall be considered to be part of its Electric System.

10.2 Revenues. Revenues means, with respect to the Member, all income, rents, rates, fees, charges, and other moneys derived by the Member from the ownership or operation of its Electric System, including, without limiting the generality of the foregoing, (i) all income, rents, rates, fees, charges or other moneys derived from the sale, furnishing and supplying of electric capacity and energy and other services, facilities, and commodities sold, furnished, or supplied through the facilities of its Electric System, (ii) the earnings on and income derived from the investment of such income, rents, rates, fees, charges or other moneys to the extent that the use of such earnings and income is limited by or pursuant to law to its Electric System, and (iii) the proceeds derived by the Member directly or indirectly from the sale, lease or other disposition of all or a part of the Electric System, but the term Revenues shall not include (a) customers' deposits or any other deposits subject to refund until such deposits have become the property of the Member or (b) contributions from customers for the payment of costs of construction of facilities to serve them.

10.3 Member Covenants. The Member covenants and agrees to (i) establish and collect rates and charges for the services and commodities provided by its Electric System sufficient to provide Revenues adequate to meet its obligations under this Agreement and the DCIP Program Grant, and to pay all other amounts payable from, and all lawful charges against or liens upon, the Revenues; (ii) make payments under this Agreement from the Revenues of, and as an operating expense of, its Electric System; (iii) make payments under this Agreement whether or not there is an interruption in, interference with, or reduction or suspension of services provided under this Agreement and any transaction (such payments are not subject to any reduction, whether by offset or otherwise, and regardless of whether any dispute exists); and (iv) operate its Electric System and the business in connection therewith in an efficient manner and at reasonable cost and to maintain its Electric System in good repair, working order, and condition.

10.4 Project Covenants. The Member covenants and agrees to take all necessary actions and complete responsibility for the Project and the DCIP Program Grant. This Member Covenant includes but is not limited to the following specific DCIP Program Grant requirements: (i) obtain all governmental approvals, permits, licenses, rights-of-way, leases, property acquisitions, interconnection agreements and any other authorizations or land interests necessary to lawfully construct, maintain, own and operate the Project; (ii) conduct the appropriate level of environmental review and

analysis to support an OLDCC final National Environmental Policy Act determination as required by the DCIP Program Grant; (iii) begin Project construction within one year and complete construction resulting in complete and usable facilities within five years of award consistent with the requirements of the DCIP Program Grant; (iv) secure and pay all costs associated with surety bonds including those for cost overruns and project completion to support and meet the requirements of the DCIP Program Grant; (v) diligently pursue construction of the Project to avoid Project cost overruns; and (vi) comply with applicable Federal procurement and contracting processes.

Article 11 – DELEGATION OF MEMBER AUTHORITY

11.1. Delegation to Member Agent. The Member hereby designates as its authorized agent, the Member General Manager, to whom by resolution the Member has delegated its authority to execute on its behalf forms of contracts pursuant to this Agreement for the Grant Funding Authorization and Grand Disbursement Authorization and Confirmation subject to any requirements or guidelines adopted by the Member's governing body.

11.2. Delegation to NCPA. The Member by resolution or Member's General Manager with written delegated authority will delegate to NCPA all of the Member's governing body's authority to perform the Agency Services and execute, receive and hold DCIP Grant Funds on behalf of Member for Member's Project. Such delegation

shall not be revoked by Member or Member's General Manager during the term of this Agreement.

Article 12 – AGENCY SERVICES LITIGATION

12.1 Agency Services Litigation. In the event of bankruptcy or insolvency of Member or litigation, dispute resolution, governmental inquiry, including investigations or legislative inquiries, relating to any matter involving this Agreement, the Agency Services or the DCIP Program Grant, NCPA may select Counsel of its choice to advise and represent NCPA and the Member, and the Member shall pay NCPA for such expenses, as billed pursuant to this Agreement. Provided, however, that NCPA will not initiate litigation against third persons related to or arising out of this Agreement without Member's concurrence.

Article 13 PROJECT CONSTRUCTION, DCIP PROGRAM GRANT CONSTRUCTION FUNDING AND NCPA OVERSIGHT

To the extent allowed by the DCIP Program Grant, NCPA will act as a pass-through entity and Member will act as a sub-recipient as those terms are defined in Title 2 Code of Federal Regulations § 200.1. The following sections describe some of the discreet actions Member will take to fulfil its responsibilities as a sub-recipient.

13.1 Project Construction. Member will secure and take full responsibility for all of the following aspects of Project construction:

- Environmental permitting and compliance including satisfying National Environmental Policy Act requirements for the grant award and any

required state and local environmental requirements (including but not limited to compliance with the California Environmental Quality Act);

- Engineering for project design and layout including a third-party independent cost estimate;
- Purchasing equipment consistent with any DCIP Program Grant federal purchasing requirements;
- Contracting for construction services not provided by Member's crews consistent with DCIP Program Grant federal contracting requirements;
- Project management through Member's staff or a contractor secured consistent with any DCIP Program Grant requirements;
- Project testing, inspection and operation/completion through deploying Member's staff and outside contractors, and coordination and satisfaction of all requirements of NV Energy for interconnection and commercial operation of the Project; and
- Diligently pursuing Project completion by beginning construction within a year of grant award and completing the Project within five years of grant award.

13.2 Project Ownership. At all times Member will own the Project.

13.3 Project Financing. Member will secure all needed working capital in order to permit, design, procure, construct and bring the Project to commercial operation. Member will submit required documentation to apply DCIP Project Grant funds to the Project construction costs allowed to be funded by the DCIP Program Grant. Member will provide DCIP Program Grant interim and final close out reports to NCPA when they are provided to OLDCC.

13.4 Quarterly Meetings. Member and NCPA will meet quarterly to discuss Project status, DCIP Program Grant funding, and DCIP Program Grant compliance and reporting.

Article 14 - INDEMNIFICATION, DEFENSE, AND RELEASE

14.1 Indemnity Obligation of Member. The Member hereby assumes all responsibility and liability for the Agency Services provided under the Agreement (except for embezzlement or theft by NCPA personnel of DCIP Grant Funds received by NCPA and/or transferred to the Grant Account) as if they were performed by the Member's employees and accordingly intends to protect NCPA, its member entities, governing officials, officers, agents, and employees against claims or losses of any kind whatsoever resulting from Agency Services provided pursuant to this Agreement. The Member is willing to take on such complete responsibility as an inducement to NCPA to enter into this Agreement. NCPA will not enter into this Agreement absent such inducement for NCPA's sole source of revenue comes from its members, which cannot be exposed to the risks of loss or damage due to Agency Services provided pursuant to this Agreement. Thus, except as provided above, the Member (the "Indemnifying Party") agrees to indemnify, defend and hold harmless NCPA and its members, including their respective governing officials, officers, agents, and employees ("Indemnified Party or Parties"), from and against any and all claims, administrative actions, suits, losses, damages, expenses and liability of any kind or nature, including, without limitation,

reasonable attorneys' fees ("Claim" or collectively "Claims") including but not limited to those caused by any breach of contract, negligence, active or passive, or gross negligence of the Indemnifying Party, its officers, employees, subcontractors or agents, to the maximum extent permitted by law, but only as to Claims related to this Agreement.

14.2 Notice and Defense. Promptly after receipt by an Indemnified Party of any Claim or notice of a Claim or the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in section 14.1 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by the Indemnifying Party and satisfactory to the Indemnified Party; provided, however, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party or Parties shall, at the expense of the Indemnifying Party, have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party or Parties.

14.3 Failure to Assume Defense. Should any of the Indemnified Parties be entitled to indemnification under section 14.1 as a result of a Claim by a third Party, and

should the Indemnifying Party fail to assume the defense of such Claim after reviewing notification thereof as provided in section 14.2, then such Indemnified Party may, at the expense of the Indemnifying Party, contest or settle such Claim. To the extent that any of the Indemnified Parties is required to initiate and prevails in legal proceedings against the Indemnifying Party to enforce rights under this Article, the Indemnifying Party shall pay all costs and attorneys' fees incurred by the Indemnified Party in enforcing its rights. In addition to the foregoing, a failure to assume defense as provided may be deemed by NCPA a material breach of this Agreement.

14.4 Release and Covenant Not to Sue. Except for claims identified in Section 14.1 above, the Member hereby forever releases and discharges NCPA, its members, governing officials, officers, agents, employees, and subcontractors (Released Parties) from any and all liabilities, claims, demands or causes of action that the Member may hereafter have for injuries, damages, or losses of any kind whatsoever arising out of the Agency Services or this Agreement performed or not performed, or inadequately performed by NCPA, including, but not limited to, losses caused by the passive or active negligence of the Released Parties or hidden, latent, or obvious defects in equipment or materials used.

Except for claims identified in Section 14.1 above, the Member hereby forever covenants not to sue the Released Parties for any injuries, damages, or losses, or liabilities,

claims, demands or causes of action related thereto, to which the foregoing release applies.

Article 15 - GENERAL PROVISIONS

15.1 Independent Contractor. NCPA shall be an independent contractor with respect to the Agency Services to be performed hereunder. Neither NCPA nor its subcontractors, nor their agents or employees, shall be deemed to be the servants, employees, or agents of the Member, notwithstanding Article 14.

15.2 Occupational Safety and Health Act. The Member shall design, equip, and maintain and operate in accordance with all applicable rules, regulations, orders, standards and interpretations promulgated under the Occupational Safety and Health Act (1970) (OSHA), as amended and in effect as of the day of execution of this Agreement or such similar act as adopted by the State of California, if applicable.

15.3 Proprietary Information. To the extent permitted by law, in particular the California Public Records Act, the Parties shall maintain the confidentiality of proprietary information.

15.4 Patents. The Member shall defend, indemnify and hold harmless NCPA from any suit or action brought against NCPA based on a claim that any item, materials or equipment procured pursuant to this Agreement, or any part thereof, furnished or specified by NCPA or the Member hereunder or any use thereof for purposes of this Agreement, constitutes an infringement of any claim of patent.

15.5 Binding Effect: Successors and Assigns.

15.5.1 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

15.5.2 Neither Party hereto shall assign or convey any of its rights, titles or interests under this Agreement without the prior written consent of the other Party hereto.

15.6 Not for Benefit of Third Parties. This Agreement and each and every provision thereof is for the exclusive benefit of the Parties hereto and not for the benefit of any other party except that the other member entities are intended to benefit from the protections provided them in this Agreement in Article 14.

15.7 Choice of Law. This Agreement is made and is to be performed in California and any dispute arising therefrom shall be governed and interpreted in accordance with California laws.

15.8 Article Headings and Subheadings. All article headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

15.9 No Waiver. No waiver by a Party of any breach or default by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach of default in the performance by such other Party of the same or any other obligations of such other Party hereunder. The giving of a waiver by

a Party in any one instance shall not limit or waive the necessity to obtain such Party's waiver in any future instance. No waiver of any rights under this Agreement shall be binding unless it is in writing signed by the Party waiving such rights.

15.10 Good Faith and Fair Dealing. The Parties agree to deal fairly and to act in good faith in the performance or enforcement of this Agreement. Wherever this Agreement requires a consent or approval of a Party hereto, such consent or approval shall not be unreasonably withheld or delayed except as otherwise specifically provided herein.

15.11 Severability. In the event that any of the provisions of this Agreement, or portions or applications thereof, are held to be unenforceable or invalid by any court of competent jurisdiction, the Member and NCPA shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement, and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby.

15.12 Legal Capacity. Each Party represents and warrants that it has the legal capacity to enter into this Agreement and to perform all obligations undertaken herein.

15.13 No Counterparts. This Agreement and any amendments will not be executed in counterparts but in one or more duplicate originals which shall constitute but one and the same instrument.

15.14 Further Assurances. If either Party reasonably determines that any further instruments, representation of assurance of payment, or performance, or any other things are necessary or desirable to carry out the terms of this Agreement, the other Party will execute and deliver all such instruments and assurances and do all such things as the first Party reasonably deems necessary or desirable to carry out the terms of this Agreement.

15.15 Status of Parties and Regulatory Compliance. The Parties acknowledge that this Agreement is formed between a rural electric cooperative and a public agency. Neither Party shall have any claim against the members, governing officials, officers, employees or agents of either Party.

The Member is subject to the regulatory compliance requirements of several agencies including but not limited to the DCIP Program Grant and OLDCC. The Member shall be solely responsible for, and shall reimburse NCPA for any costs of compliance with any reporting requirements, documentation, permits or conditions, including any fines or penalties, to the maximum extent permitted by law.

15.16 NCPA's Organization. The Member is responsible for assuring for itself that NCPA's personnel are appropriately trained, educated, and skilled to competently perform the Agency Services. The Member acknowledges and agrees that NCPA makes no warranties or representations regarding the qualifications of its employees, agents, and subcontractors.

15.17 Acknowledgments and Interpretation. The Parties acknowledge and agree that the terms and conditions of this Agreement have been freely and fairly negotiated. The Parties acknowledge that in executing this Agreement they rely solely on their own judgment, belief, and knowledge, and such advice as they may have received from their own counsel, and they have not been influenced by any representation or statements made by any other Party or its counsel. No provision in this Agreement is to be interpreted for or against any Party because that Party or its counsel drafted such provisions.

15.18 Default Termination. Upon the occurrence of a material default, the non-breaching Party shall notify in writing the breaching Party of its intent to terminate this Agreement if the breach is not cured within thirty (30) days. If the breaching Party does not cure the event of default within such thirty (30) day period, the non-breaching Party may immediately terminate this Agreement for Default. Written notice of termination shall be delivered to the breaching Party at the address shown on page one (1) of this Agreement or as changed. Either party may provide a new address for such notice at any time by providing written notice to the other party.

15.19 Default Termination Remedies. In the event of a default termination for material breach or abandonment by Member, NCPA may by appropriate court action or actions, either at law or in equity, preserve its position to recover damages and expenses associated with the breach; and/or pursue, concurrently or separately, other

remedies available in law, in equity or in bankruptcy in anticipation of pursuing its remedies pursuant to Article 16 of this Agreement.

15.20 Survival. The terms of this Agreement shall survive any termination or cancellation hereof to the extent necessary to allow a Party to enforce any remedy granted hereunder in connection with such termination or cancellation. The terms of Article 14 of this Agreement, entitled "Indemnification, Defense, and Release" shall survive any termination or cancellation, in perpetuity as to the Release, and otherwise for ten (10) years and one day after the effective date of termination or cancellation.

Article 16 - DISPUTE RESOLUTION

16.1 Negotiations. The Parties will attempt in good faith to resolve through negotiation any dispute, arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice in letter form to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) days with a detailed statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority will meet at a mutually agreeable time and place within ten (10) days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute. If the Parties are unable to resolve the dispute at the meeting by negotiations, they shall consider mediation.

During any dispute and negotiations, the Member shall continue to timely pay NCPA for Agency Services rendered, even though such dispute may concern those Agency Services. NCPA agrees to continue performing the Agency Services, provided that no payment due from the Member is overdue.

16.2 Mediation. The Parties agree that any and all disputes arising out of or relating to this Agreement that are not resolved by their mutual agreement after negotiations pursuant to section 16.1, should be submitted to mediation before JAMS, or its successor or similar alternative dispute resolution (ADR) organization of respected, retired judges, or to a private judge, as the Member may determine, in its reasonable discretion, and with the written consent of NCPA, provided that the Member will be responsible for all of the expenses of mediation. Either Party may commence the mediation process called for in this Agreement by filing a written request for mediation with JAMS, its successor, or another ADR organization or private judge with a copy to the other Party. The Parties agree that they will participate in the mediation in good faith when and if the Member determines to invoke mediation as a dispute resolution remedy, at its expense.

16.3 Waiver of Certain Judicial Rights. Except for claims identified in Section 14.1 above, if the Parties fail to either negotiate or mediate a mutually satisfactory resolution of any dispute, then upon written notice given twenty (20) days in advance, either Party may terminate this Agreement, subject to any unpaid or unreimbursed

compensation or costs payable by the Member to NCPA, and without affecting the survival of Article 14, entitled "Indemnification, Defense, and Release" for its full term, notwithstanding any default hereunder by NCPA. The Parties agree not to, and covenant not to sue, and waive their respective rights thereto.

Article 17 – LIMITATION OF LIABILITY

17.1 Limitation of Liability. Except for claims identified in Section 14.1 above, to the extent the law allows, NCPA, its members, governing officials, officers, employees, and agents shall have no liability to the Member under this Agreement with respect to all claims however caused, arising out of the performance or non-performance of the Agency Services and obligations under this Agreement, whether based in contract, warranty, tort (including negligence), strict liability, or otherwise, including without limitation, liability for consequential damages pursuant to Article 18. NCPA shall not be required to carry any insurance, and even if insurance is carried by NCPA, such insurance shall not be available to the Member for any claim, death, damages, injuries, losses of any kind whatsoever, unless, and solely to the extent, that the Member procures such insurance of its own accounts, and pays, and is solely responsible for any and all premiums and costs related to such coverage. If notwithstanding the foregoing limitations of this Section 17.1, liability is imposed, then such total liability shall be limited to the net present value of the expertise NCPA gained through this Agreement that is of value to its other members.

Article 18 – CONSEQUENTIAL DAMAGES

18.1 Consequential Damages. Except for claims identified in Section 14.1 above, NCPA, its members, governing officials, officers, employees, and agents (excluding counterparties) shall not be liable to the Member, for incidental, indirect, punitive, exemplary, special or consequential loss or damage arising out of or relating to this Agreement, including, but not limited to, loss of use, customer claims and damages, loss of revenue, loss of power sales, loss of electric system reliability, outages and cascading disturbances, principal office expenses, delay, loss by reason of plant shutdown or inability to operate, increased cost of operating and maintaining the Project, debt service, rental payments or contractual damages incurred by the Member or to others. The Member is and will remain through the survival provisions of Article 15 of this Agreement, solely responsible for such risks, losses, damages and costs, however described; including consequential damages that may be suffered by NCPA, its members, governing officials, officers, employees, and agents (excluding counterparties) arising from this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement on the Effective Date, having acknowledged and accepted the terms, conditions, promises, and covenants of this Agreement, as evidenced by the following signatures of the representatives of the Parties, who are represented and warranted to be fully and lawfully authorized, by all necessary official action, to execute and deliver this Agreement.

MEMBER:

PLUMAS SIERRA RURAL ELECTRIC
COOPERATIVE

NCPA:

NORTHERN CALIFORNIA POWER
AGENCY

By: _____

By: _____

Name: _____

Name: Randy S. Howard

Title: _____

Title: General Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

It's Attorney

By: _____

Jane E. Luckhardt
General Counsel

ATTEST:

By: _____

Clerk

By: _____

Authorized Signature for NCPA

**ATTACHMENT A
MEMBER REQUEST
GRANT FUNDING AUTHORIZATION**

The Plumas Sierra Rural Electric Cooperative (Member), hereby requests the Northern California Power Agency (NCPA) execute any necessary agreements with the United States Department of Defense, Defense Community Infrastructure Pilot Program ("DCIP Program") to receive and hold funds on Member's behalf for funding as authorized by the DCIP Program and the DCIP Program Grant, Member's Fort Sage Transmission Project (the "Project"). Such execution, receipt and holding of the DCIP Grant Funds shall be made in accordance with the terms of the Special Conditions Agreement for Grant Administration by and between Member and NCPA, and this Grant Funding Authorization, each as may be amended from time to time. Member acknowledges that NCPA will execute, receive and hold the DCIP Program Grant Funds, pursuant to the terms of the DCIP Program and the DCIP Program Grant as directed by Member's General Manager, or his or her designee, each of whom by the approval as to legal form below by Member's attorney is warranted to possess the necessary authority to approve such actions by NCPA on behalf of Member.

Member requests NCPA execute, receive and hold DCIP Program Grant Funds from Grant # _____ in a Grant Account to support Member's Fort Sage Transmission Project.

Authorized Signature for Member
General Manager

Date

Approved as to Legal Form
Attorney for Member

Date

Authorized Signature for NCPA

Date

**ATTACHMENT A1
MEMBER REQUEST
GRANT DISBURSEMENT AUTHORIZATION AND CONFIRMATION**

The Plumas Sierra Rural Electric Cooperative (Member), hereby confirms its request to receive the funds described below from the Northern California Power Agency (NCPA)'s Grant Account funded by the Defense Community Infrastructure Pilot Program ("DCIP Program") for Member's Fort Sage Transmission Project ("Project"). Such disbursement shall be made in accordance with the terms of the Special Conditions Agreement for Grant Administration by and between Member and NCPA, and this Grant Disbursement Authorization and Confirmation, each as may be amended from time to time. Member acknowledges that NCPA will provide the funds to Member as described below, pursuant to the Member's representation in this Grant Disbursement Authorization and Confirmation that the DCIP Program Grant Funds will be used only for expenses authorized by the terms of Member's DCIP Program Grant and the DCIP Program as directed by Member's General Manager, or his designee, each of whom by the approval as to legal form below by Member's attorney is warranted to possess the necessary authority to request such fund transfer on behalf of Member.

Member requests NCPA to disburse to Member the total funds described below and listed in any attachment(s) hereto:

Authorized Signature for Member
General Manager

Date

Approved as to Legal Form
Attorney for Member

Date

Authorized Signature for NCPA

Date

ATTACHMENT A2 MEMBER REQUEST

SCOPE OF AGENCY SERVICES AND NCPA MONTHLY AND HOURLY FEES

Scope of Agency Services. As described in section 1.6 and Article 6 NCPA's only responsibility is to provide Agency Services that include acting as the grant applicant, creating an account for grant funds, holding, disbursing and providing the supporting accounting for the DCIP Program Grant and any required oversight. Member shall assume responsibility for all other aspects of the Project and the DCIP Program Grant. NCPA and Member will work with OLDCC to specify Member as a sub-recipient and NCPA as a pass-through entity. NCPA and Member will create an explicit description of roles and responsibilities once NCPA and Member review and execute the DCIP Grant agreement.

[Note: Fee Schedule Under Review and Discussion with Plumas]

FEE SCHEDULE

NCPA Services performed shall be charged to Plumas Sierra REC as follows:

1. **Set-up Fee**
Reimbursement for review of recipient and sub-recipient grant tracking and reporting requirements, creation and documentation of internal controls, review of recipient A-133 Single Audit requirements, set-up and creation of accounting related tracking, reporting, and required forms at a flat fee of \$5,400.
2. **Fixed Monthly Fees**
Reimbursement of staff time to maintain the grant tracking and all accounting record keeping to obtain DCIP Grant funds at a flat monthly fee of \$4,000 during the duration of the grant. This assumes 20 hours per month at \$200 per hour.
3. **Pass-through Expenses**
Any and all direct costs will be passed through without markup. Such expenses may include but are not limited to:
 1. Single Audit;
 2. Banking fees

4. Additional Services

If NCPA staff time to administer the DCIP Grant exceeds 20 hours per month, NCPA shall bill member the additional staff time at \$200/hour.

DRAFT



Commission Staff Report

COMMISSION MEETING DATE: August 25, 2022

SUBJECT: SpryPoint Services Inc. – Five Year Multi-Task Consulting Services Agreement for Cloud-Based Enterprise Solutions; Applicable to the Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Monty Hanks <i>MH</i> Assistant General Manager/CFO	METHOD OF SELECTION: Competitive Pricing Process
Division:	Administrative Services	
Department:	Information Services	

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

RECOMMENDATION:

Approve Resolution 22-97 authorizing the General Manager or his designee to enter into a Five-Year Multi-Task Consulting Services Agreement with SpryPoint Services Inc. for cloud-based enterprise solutions, with any non-substantial changes recommended and approved by the NCPA General Counsel, with a not to exceed of \$1,000,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members.

BACKGROUND:

SpryPoint is considered a leading provider of enterprise Software as a Service (SaaS) solutions to the utility industry and is now a Hometown Connections partner. Founded in 2011, its mission is to help utilities improve Customer Service and Operations by leveraging the technological advances of the last decade. They help utilities execute mobile strategies, improve operations, and engage customers through business automation. SpryPoint's Mobile Field Service and Work Orders and Asset Management modules are key components of the company's cloud-based platform designed to help utilities improve customer service and operations.

The SpryMobile Field Service module puts real-time data into the hands of field technicians who can receive and update service orders on a tablet, phone, or laptop while in the field. When a service order is created or changed in the utility's back office, field service technicians receive those updates in near real-time. When the order has been completed, the back-office staff is notified immediately.

SpryMobile's Work Orders and Asset Management module provides a method of centralized work oversight to help utilities track, maintain and optimize their assets and equipment. Due to current supply chain issues, electric utilities see an increasing need to extend the life of vital system components. SpryMobile provides a streamlined process to manage preventive, corrective, and ad-hoc work orders specific to individual assets or groups of assets.

SELECTION PROCESS:

Hometown Connections (HCI) issued a Request for Proposals (RFP#:HCI_WAM_MWF_RFP_1925) soliciting best-of-breed solutions regarding work order and asset management products. HCI received 3 responses from the following firms:

- MPower Innovations
- PSD Software
- SpryPoint Services

Assisting HCI in the review, interview, and selection process including staff from NCPA, Alameda Municipal Power, and other HCI members. After a thorough evaluation and discussion, the panel selected SpryPoint.

FISCAL IMPACT:

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

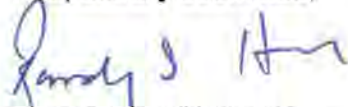
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The draft Agreement will be presented at the August 24th L&R Committee meeting seeking a recommendation of Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", is written over the typed name.

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 22-97
- Five-Year Multi-Task Consulting Services Agreement with SpryPoint Services Inc.

RESOLUTION 22-97

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

(reference Staff Report #216:22)

WHEREAS, solutions aimed to help utilities execute mobile strategies, improve operations, and engage with their customers through business automation are needed from time to time at facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, SpryPoint Services Inc. is a provider of these services with their Mobile Field Service and Work Orders and Asset Management modules in addition to being a Hometown Connections (HCI) partner providing innovative solutions in a cost-effective manner to meet the unique needs of community-owned utilities; and

WHEREAS, in partnership with NCPA staff, staff of Alameda Municipal Power, and staff of other HCI members, assisted HCI in completing a Request for Proposals (RFP#:HCI_WAM_MWF_RFP_1925) to solicit best-of-breed solutions regarding work order and asset management products; and

WHEREAS, SpryPoint Services Inc was selected by the panel after a thorough evaluation and discussion; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a five year Multi-Task Consulting Services Agreement with SpryPoint Services Inc. with any non-substantial changes as recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 for continued use at any facilities owned and/or operated by NCPA, its Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members.

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

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND SPRYPOINT SERVICES INC.

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and SpryPoint Services Inc., a Corporation with its office located at 45 Queen Street, Suite #401, Charlottetown, PE Canada. ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

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

respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven-day period specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

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

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

Invoices shall be sent to:

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

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

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

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

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

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1),

whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

4.4 All Policies Requirements.

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

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, 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 protect, defend, hold harmless and indemnify Agency harmless against any loss, damage or costs in connection with claims, demands, suits or proceedings ("Indemnified Claims") made or brought against Agency alleging that the use of the Service infringes any third party's Intellectual Property Rights; provided, however, that Agency; (a) promptly gives written notice of the Claim to Consultant; (b) gives Consultant sole control of the defense and settlement of the Claim; and (c) provides to Consultant, at Consultant's cost, all reasonable assistance. Consultant's obligations set forth in this Section do not apply to the extent that an Indemnified Claim arises out of: (a) Agency's breach of this Agreement; (b) revisions to the Service made without Consultant's written consent; (c) Agency's failure to incorporate Upgrades that would have avoided the alleged infringement; (d) Modification of the Service by Agency, its

Employees, or Authorized Parties in conflict with Agency's obligations (e) Unauthorized use of the service by third parties; or (f) use of the Service in a manner inconsistent with the Documentation. Furthermore, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of Agency. If Agency is enjoined from using the Service or Consultant reasonably believes it will be enjoined, Consultant shall have the right at its sole option, to obtain for Agency the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Consultant, then use of the Service may be terminated at either party's option and Consultant's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

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

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 As specified in Paragraph 9.8 of the Master Subscription 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, and specifically for purposes of this Agreement include all Agency or Agency Member asset 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.

THIS AGREEMENT DOES NOT CONTEMPLATE THE TRANSFER OF ANY PERSONALLY IDENTIFIABLE DATA TO OR FROM AGENCY, AGENCY MEMBERS OR CONSULTANT AND NO SUCH TRANSFER OF PERSONALLY IDENTIFIABLE DATA SHALL OCCUR.

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. A party shall not use Confidential Information for any purpose other than to facilitate this Agreement. Consistent with Paragraph 9.8 of the Master Subscription Agreement, Consultant shall delete all Agency and Agency Member Confidential Information sixty (60) days after expiration or termination of the earlier of any Master Subscription Agreement or this Agreement.

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). Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement in files of Receiving Party's representatives only where such copies are necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

9.4.5 Unauthorized Disclosure. If either Party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law unless legally prohibited from doing so. Each Party will

reasonably assist the other Party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it. As soon as reasonably practicable after any such Security Breach, upon Agency's request, Agency and Consultant will consult in good faith regarding the root cause analysis and any remediation efforts.

- 9.4.6 **Security Services.** Consultant is responsible for information technology security services ("IT Security Services") from the point of utility demarcation into the proposed solution data centers back through the infrastructure and applications provided by Consultant. IT Security Services include the evaluation, selection, deployment, and on-going management of Industry Standard security applications and tools. These services shall include but not be limited to monitoring virus/security alerts and vulnerabilities from manufacturers and determine appropriate action per procedure; and maintaining and supporting firewall subsystem software components where applicable (e.g., patches and software upgrades).

Section 10. LIMITATION OF LIABILITY.

Liability Cap. Consultant's liability arising out of or related to this Agreement shall in no event exceed the Subscription Fees paid by Agency within the twelve (12) months preceding the claim.

Clarifications & Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY AGENCY IN CONSIDERATION FOR CONSULTANT'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE. FOR THE AVOIDANCE OF DOUBT, EACH PARTY'S LIABILITY LIMITS APPLY TO EACH PARTY'S AFFILIATES, MEMBERS, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND OTHER REPRESENTATIVES.

Exclusion of Damages. EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW MUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS,

LOSS OF US, COST OF DATA RECONSTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS, OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Section 11. MISCELLANEOUS PROVISIONS.

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.*

11.7 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.

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

Kyle Strang
Managing Partner
SpryPoint Services Inc.
45 Queen Street, Suite #401
Charlottetown, PE C1A 4A4
Canada

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

11.9 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.

11.10 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.

11.11 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:

- 11.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 11.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 11.11.3** 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.
- 11.11.4** 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.
- 11.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 11.11.6** 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.*
- 11.12 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.
- 11.13 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.
- 11.14 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.
- 11.15 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

SPRYPOINT SERVICES INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

RYAN CAWLEY, Managing Partner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

SpryMobile can be deployed as two separate and independent applications depending on the needs of the utility. These deployments include:

1. SpryMobile - Mobile Field Service (MFS) – MFS is designed to execute field work typically associated with customer, meter and premise related work that is initiated in a Customer Information System. MFS requires an integration with the Customer Information System which serves as the system of record for this type of work.
2. SpryMobile – Work Orders & Asset Management (WAMS) – WAMS is designed to serve as the system of record for operational work on assets and equipment. WAMS is frequently integrated with the GIS and can also serve as the system of record for assets that are not maintained in the GIS such as Fleet, Plant, Facilities, etc. WAMS manages all preventive, corrective and ad-hoc Work Orders & Maintenance associated with utility assets.

Consultant can also deploy both applications to provide a utility with a single Field Solution to manage both customer centric and operational work.

SpryMobile – will, at a minimum, provide the functions and processes to support:

- Creation of short cycle work including service orders, scheduling, dispatch and mobile deployment to field users
- Ability to accept, process, complete and utilize relevant data from integrated CIS applications, and allow field users to process updates and notifications.
- Manage assets related to electric, water, sewer, gas, broadband, fleet or facilities operations
- Manage maintenance work including system repairs, inspections, preventive maintenance, and corrective maintenance to increase asset longevity
- Streamline the scheduling, tracking and reporting of all related field work
- More effectively and efficiently track and visualize the numerous inquiries that may take place over a long duration.
- Manage operations and how departments conduct daily and weekly business with staff, vehicles, tools, and materials
- Manage resources such as staff, tools, material, and inventory
- Automate and streamline dispatch functions.
- GIS integration via web map service
- Integration with ancillary systems as identified in individual statements of work
- Reporting/Data Access as defined within specific statements of work.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$200/hour. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

SaaS Pricing Schedule

The table below provides the details of the Consultant Software-as-a-Service products purchased, the usage metrics and amounts, and the annual fees for the initial subscription term.

Consultant SaaS Application Name/Module	Usage Metric	Price per metric
SpryMobile – Mobile Field Service	Full Users	\$100/per Full users/month
	Light Users	\$50/per Light user/Month
SpryMobile – Work Orders & Asset Management	Full Users	\$100/per Full users/month
	Light Users	\$50/per Light user/Month

SaaS Software Usage Metrics

Usage Metric Limitations stated above represent the maximum annual quantity of Usage Metrics over a 12-month period and are for Production Environment only. Agency is licensed "up to" the Usage Metric Limitation.

Usage Metric Definitions

Full Users

Full Users are defined as users who can access all SpryMobile's functionality to create, edit, and share data.

Light Users

Light Users are defined as users who have read only access to data within SpryMobile.

Minimum Users

Consultant requires a minimum purchase of 5 users.

Archived Users

Archived Users are defined as user accounts that are no longer active or required. It is the Agency's responsibility to archive users. All records associated with the archived user are maintained within the application for data integrity and activity logging, but archived users are not able to login or access resources within the application.

Usage Metric Verification Process

Agency has access to self-service metric usage on demand and within the Service. Agency System Administrators can add or remove Accounts and Users as needed. It is the Agency's sole responsibility to archive users in SpryMobile if they are no longer being used.

Consultant may verify metrics through a quarterly audit and will bill any changes annually. Audit results will be shared with Agency. Any use exceeding or decreasing from the usage metrics within scope and defined above will be subject to fee adjustments as indicated above. Fees accrue in the calendar month the excess use began and accordingly fees decrease from the calendar month of decreased use.

SaaS Products and Subscription Initial Term

The Initial Term of this agreement shall be for a period of one (1) year.

Annual Renewal

Unless stated otherwise, the Initial Term and any subsequent renewals will automatically renew for terms of 12 months, unless Agency notifies Consultant of their intention not to renew.

Annual Escalation

When the initial term comes to an end, each subsequent renewal will be subject to a pricing adjustment which will occur at the higher of the following parameters:

- a) 5% per year
- b) in accordance with the change in the Consumer Price Index (CPI-U) for January of the renewal year, US City Average for all items ("CPI") as published by the Government of the United States. The CPI will be determined based on the percentage increase in the CPI for the twelve (12) month period ending with the calendar month which is three (3) months prior to each anniversary of the Effective Date

Billing/Invoicing

Annual SaaS fees are due upon contract execution and will be invoiced in US Dollars at the yearly anniversary each subsequent year including any metric usage updates. Any Statement of Work or Change Order Fees will be billed according to the Payment Schedule determined within the associated Statement of Work.

Additional Terms

Integrated Notification Services:

The Consultant platform includes integrated notification services which can be enabled by Agency for the purposes of customer alerts and notifications. Consultant's Notification services include:

- Inbound & outbound SMS text messaging
- Outbound voice messaging
- Inbound & outbound email messaging

The ongoing usage costs will be invoiced quarterly based on actual usage according to the following table.

<u>Service</u>	<u>Rate</u>
Inbound & Outbound SMS Messaging	\$0.02 / Message segment
Local Outbound Voice Messaging	\$0.03 per minute
Toll-Free Outbound Voice Messaging	\$0.03 per minute
Optional Random Short Code	\$15,000/year

All fees are exclusive of any applicable communications service or telecommunication provider (e.g., carrier) fees or surcharges. Agency will pay all communications surcharges associated with your use of the Integrated Notification Services. Communications Surcharges will be shown as a separate line item on an invoice.

The character limit for a single SMS message is technically 160 characters. However, most modern phones and networks support message concatenation which means they split large messages into individual SMS messages (called "segments") and then re-create the large message at the receiving end.

When Agency sends an SMS message containing more than 160 characters, the message will be split into smaller messages for transmission. Large messages are split into 153-character 'segments' and sent individually, then re-assembled by the recipient's device. For example, a 161-character message will be sent as two messages: one with 153 characters and a second with eight characters. Consultant will invoice Agency for every segment sent.

Pricing for services to be performed at NCPA Member or SPCPA 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
MASTER SUBSCRIPTION AGREEMENT

Master Subscription Agreement

This Master Subscription Agreement, effective as of XXXXXXXX, is by and between SpryPoint Services, Inc ("SpryPoint") a Canadian Corporation with offices at 45 Queen Street, Charlottetown, PE C1A 4A4 and [REDACTED] ("Client") with offices at [REDACTED].

Whereas SpryPoint provides a subscription Service to which Client intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows.

The exhibits and schedules attached hereto are an integral part of this agreement and are deemed incorporated by reference herein.

SpryPoint agrees to perform the services described below in accordance with the terms and conditions of this Agreement. Should there be a conflict of terms or conditions, this Agreement shall control, and the order of precedence shall be as follows:

1. Master Subscription Agreement
2. Exhibit A – Statement of Work
3. Exhibit B – Pricing Schedule
4. Exhibit C – Service Level Agreement
5. Exhibit D – Insurance Requirements
6. Exhibit E – Security Provisions
7. Exhibit F – Escrow Agreement

DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement, including any exhibits or attachments hereto.

"Authorized Named User" means an end user of the Client that has been given access by Client to use the Services.

"Authorized Parties" means Clients' or an authorized Affiliate's Employees and third-party providers authorized to access Client's Tenants and/or to receive Client Data by Client (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

"Confidential Information" refers to the following types of material or content one party to this Agreement ("Discloser") discloses to the other ("Recipient"): (a) any information Discloser marks or designates as "Confidential" at the time of disclosure; and (b) any other non-public, sensitive information disclosed by Discloser including, but not limited to code, inventions, know-how, business, technical, and financial information, or other information which should reasonably be known by the Recipient to be confidential at the time it is disclosed, due to the nature of the information and the circumstances surrounding such disclosure Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly,

before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligations.

"Client Data" means a subset of Confidential Information that is comprised of Client's data obtained, used in, or stored as the result of the use of the Services. Client Data shall include the following: (a) Data collected, used, processed, stored, or generated by the Client as the result of the use of the Service, including any personal identifiable information ("PII") and any information related to payment processing, such as credit card numbers and ACH account numbers. Client Data is and shall remain the sole and exclusive property of Client and all right, title, interest in same is reserved to Client.

"Client Input" means suggestions, enhancement requests, recommendations or other feedback provided by Client, its employees and Authorized Parties relating to the operation or functionality of the Service.

"Competitor" means any entity that may be reasonably construed as offering competitive functionality or the Service offered by SpryPoint.

"Documentation" means the Software's standard user manuals and any other accompanying documents related to the Software delivered to Client during Implementation.

"Implementation" means the process for gathering requirements, configuring, testing, training, and integrating the Service for Client's use, as set forth in a Statement of Work.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Implementation Services" means the services provided by Provider to Client for the integration, implementation, and use of the Service, which may include project management, analysis, configuration, data conversion, training, testing, development and ongoing maintenance & support, as outlined in Exhibit A - Statement of Work.

"Malicious Code" means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents or programs.

"Messaging Service" means SpryPoint's alerts, notifications, communications, campaigns & messaging capabilities provided with the Service.

"Parties" Collectively refers to SpryPoint and the Client.

"Personal Data" means any information that is related to an identified or identifiable individual and has been provided by Client or its Affiliates as Client Data within the SpryPoint Service to enable SpryPoint to process the data on its behalf.

"Production Deployment" means once the Client has provided User Acceptance Testing ("UAT") signoff and the Service has been moved into a production environment.

"Security Breach" means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Client Data; provided that an incidental disclosure of Client Data to an Authorized Party or SpryPoint or incidental access to Client Data by an Authorized Party or SpryPoint, where no reasonable suspicion exists that

such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) As defined by applicable law.

"Service" means the combination of SpryPoint's software-as-a service applications as described in the Documentation and subscribed to as set forth in Exhibit B - Pricing Schedule or through a Change Order.

"Service Level Agreement" (SLA). means SpryPoint's standard Service Level Availability policy which may be updated from time to time. No update shall materially diminish SpryPoint's responsibilities under the SLA.

"Subscription Service Fee" means the annual amount invoiced and payable for Client's use of the Service. The Subscription Service Fee does not include the one-time implementation fees for the Services as set forth in Exhibit A Statement of Work.

"Tenant" means a unique instance of the Service, with a separate set of Client data held by SpryPoint in a logically separated database.

"Term" means the Initial Term of this Agreement which commences on the Effective Date and will continue for one year.

"Updates" means all updates, improvements, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation as developed by SpryPoint and made generally available for Production use.

1. Provision of Service.

1.1 SpryPoint Obligations. During the Term of this Agreement, SpryPoint shall make the Service and Updates available to Client in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement. SpryPoint shall not use Client Data except to provide the Service, or to prevent or address service or technical problems, verify Service Updates, in accordance with this Agreement and the Documentation, or in accordance with Client's instructions and shall not disclose Client Data to anyone other than Authorized Parties in accordance with this Agreement.

1.2 Client Obligations. Client may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Client and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Client is responsible for all Authorized Party use of the Service and compliance with this Agreement. Client shall: (a) have sole responsibility for the accuracy, quality, and legality of all Client Data and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify SpryPoint promptly of any such unauthorized access or use. Client shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service or its related systems or networks in a manner not set forth in the Documentation. Client shall designate a maximum number of named contacts as listed in the applicable Order form to request and receive support services from SpryPoint. Named support contacts must be trained on the SpryPoint product(s) for which they initiate support requests. Client shall be liable for the acts and omissions of all Authorized Parties and Client Affiliates relating to this Agreement.

- 1.3 Acceptable Use.** Client acknowledges and agrees that SpryPoint does not police the content of communications or data of Client or its users transmitted through the Service, and that SpryPoint shall not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client is solely responsible (a) for making sure that the disclosure and use of data, content and information provided to SpryPoint does not violate any applicable law or infringe upon the intellectual property rights of any third party and (b) for the appropriate use of any reports and other materials prepared by Client in a manner that will not violate any applicable law or infringe upon the intellectual property rights of any third party. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. SpryPoint may remove any violating content posted or transmitted through the Services, without notice to Client. SpryPoint may suspend or terminate any user's access to the Service upon notice in the event that SpryPoint reasonably determines that such user has violated the terms and conditions of this Agreement.

2. Fees.

- 2.1 Invoices & Payment.** SpryPoint will invoice Client the first-year subscription fee for the Service upon execution of this agreement. All fees are quoted and payable in United States Dollars. All invoiced charges are due net 30 days from the invoice date unless otherwise stated on the invoice. Client is responsible for providing SpryPoint complete and accurate billing and contact information including a valid email address prior to the commencement of your subscription. Upon SpryPoint's request, Client will make payments via electronic bank transfer. All remittance and invoice inquiries are to be directed to finance@SpryPoint.com.
- 2.2 Non-Cancelable & Non-Refundable.** Except as specifically set forth to the contrary under Section 6 (Warranty) and Section 7 (Indemnification), all payment obligations are non-cancelable, and all payments made are non-refundable.
- 2.3 Non-Payment and Suspension of Service.** If SpryPoint does not receive any invoiced amount by the due date as provided in Section 2.1 herein, then without limiting rights and remedies, the invoiced amount(s) may accrue interest at the rate of 1.5% per month. If any amount owing by Client for SpryPoint's services under this or any other agreement is net 30 or more days overdue, SpryPoint, without limiting its other rights and remedies reserves the right to suspend the Service until such amounts are paid in full.
- 2.4 Taxes.** All fees invoiced pursuant to this Agreement do not include any applicable taxes. Client shall be solely responsible in the event any authority imposes a duty, tax, levy, or fee (excluding those based on Provider's net income) directly upon the Client in relation to this Agreement.
- 2.5 Tax Status.** SpryPoint's fees do not include any Transaction Taxes. Client agrees that it is exempt from all Transaction Taxes, including but not limited to, any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value - added, goods and services taxes, excise, use or similar taxes. In the event that Client's tax-exempt status changes such that it is no longer exempt from Transaction Taxes, Client shall become responsible for paying all Transaction Taxes associated with this Agreement. If SpryPoint has a legal obligation to pay or collect Transaction Taxes for which Client is responsible under this section, the appropriate amount shall be invoiced to and paid by Client. If Client itself, as a body entitled to assess taxes or fees, imposes any taxes or fees upon SpryPoint's provision of the Services, the fees in this Agreement are net of any such taxes or fees and SpryPoint will gross up its invoices to include such taxes or fees.

2.6 Additional Services. The Service includes optional variable services such as SMS messaging services and outbound IVR dialer services (collectively "Additional Services"). All Additional Services shall be invoiced by SpryPoint to Client upon the request of such services by Client at the pricing and rates provided in Exhibit B.

(a) For SMS text messaging services, an optional SMS Short Code fee shall be invoiced upon request of a Short Code by Client. SMS short code fees shall be invoiced annually, while in- bound and out-bound text message usage fees shall be invoiced monthly for actual amount used.

(b) For Outbound IVR services, usage fees shall be invoiced monthly for the actual amount used upon activation and usage of the outbound IVR services.

2.7 Enhancement Cost. Any enhancements to the Service beyond the initial scope as outlined in Exhibit A – the Statement of Work will be performed on a time and material basis, at an hourly rate of \$200 USD per hour. We will implement enhancements pursuant to the change control process as outlined in Exhibit A.

2.8 Additional Users. SpryPoint will be automatically notified when new users are added to Client's Service. If the number of active users, not including archived users, exceeds Client's current subscription, SpryPoint will invoice client for any incremental user additions during the calendar month. Invoice to client will be prorated to align with the remaining months in Client's subscription period.

3. Proprietary Rights

3.1 SpryPoint Intellectual Property Rights. SpryPoint retains all right, title, and interest in and to the Service, Documentation and other SpryPoint Intellectual Property Rights including any related methodologies, techniques, processes, and instruction developed by SpryPoint and used in the course of delivering the Service. under this Agreement and an applicable Statement of Work. No rights are granted to Client hereunder other than expressly set forth herein. Client shall not (and shall not allow or cause any third party to (i) reverse engineer, modify or copy the Service or Documentation or create any derivative works based on the Service and Documentation; (ii) copy and features, functions, interfaces, integrations or graphics of the Service or Documentation; (iii) access the Service or Documentation in order to build any commercially available product or service.

3.2 Client Rights. SpryPoint hereby grants Client's Authorized Named Users (and those of Client's Affiliates and Authorized Parties) a non-exclusive, non-transferable, non-perpetual limited right to use the Service and Documentation, solely for the internal business purposes of Client and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement.

3.3 License to Host Client's Data. Client grants SpryPoint and SpryPoint's hosting partners a worldwide, limited-term license to host, copy, transmit and display Client's Data, as necessary for SpryPoint to provide the Service in accordance with this Agreement. As between SpryPoint and Client, SpryPoint acquires no right, title or interest from Client under this Agreement in or to Client's Data.

3.4 License to use Client's Feedback. Client grants to SpryPoint and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction or other Client feedback relating to the Service. SpryPoint shall have no obligation to make Client Input an Improvement.

3.5 Statistical Information. SpryPoint owns all aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types

of transactions, configurations, and performance results for the Service. SpryPoint may anonymously compile statistical information related to the performance of the Service for purposes of improving the SaaS service, provided that such information does not identify Client's data or include Client's name.

4. Confidentiality

- 4.1 Confidentiality.** A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.
- 4.2 Nondisclosure.** A party shall not use Confidential Information for any purpose other than to facilitate this Agreement. A Recipient: (a) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement and executes a nondisclosure agreement with Recipient (b) shall not disclose Confidential Information to any third party without Discloser's prior written consent.
- 4.3 Protection.** Each party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information, but in no event using less than a reasonable standard of care.
- 4.4 Injunctive Relief.** Recipient agrees that breach of Confidentiality would cause irreparable injury, for which monetary damages would be inadequate. If a recipient discloses or uses any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts.
- 4.5 Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license or any other right thereto. Discloser will retain all right, title and interest in and to all Confidential Information.

5. Data Privacy & Security

- 5.1 SpryPoint use of Data.** Client hereby grants SpryPoint a limited right to access, process, collect, store, generate, display, and use Client Data for the sole purpose of providing the Service. SpryPoint shall keep and maintain Client Data in strict confidence and shall not allow any third parties to use, disclose, or access Client Data without Client's prior written consent. Notwithstanding the foregoing, SpryPoint may disclose Client Data as required by applicable law or by proper legal or governmental authority. SpryPoint shall give Client notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise contest such required disclosure, at Client's expense.
- 5.2 Data Security.** Each Party shall be responsible for establishing and maintaining its own data privacy and information security policies, including physical, technical, administrative, and organizational safeguards to ensure the security and confidentiality of Client Data; protect against any anticipated threats or hazards to the security of Client data, protect against unauthorized disclosure, access to, or use of Client Data, ensure the proper disposal of Client Data, and ensure that all employees, agents, and subcontractors, if any, comply with the above.
- 5.3 Unauthorized Disclosure.** If either Party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law unless legally prohibited from doing so. Each Party will reasonably assist the other Party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it.

As soon as reasonably practicable after any such Security Breach, upon Client's request, Client and SpryPoint will consult in good faith regarding the root cause analysis and any remediation efforts.

6. Warranties & Disclaimers

6.1 From SpryPoint.

- a) **Function:** SpryPoint represents and warrants that, during the Term, the Service will perform materially in accordance with the Documentation.
- b) **Intellectual Property Rights:** SpryPoint represents and warrants that it owns the Service and has the power and authority to grant the rights in this Agreement without the further consent of any third party.
- c) **Malicious Code:** SpryPoint represents and warrants that to the best of its knowledge, the Service does not contain any Malicious code. SpryPoint further warrants that it will not knowingly introduce any Malicious Code into the Service.

6.2 From Both Parties. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required hereunder.

6.3 Warranty Remedies. In the event of a breach of the warranty as set forth in Section 6.1, or upon the discovery of Malicious Code in the Service, (a) SpryPoint shall correct the non-conforming Service at no additional charge to Client or (b) in the event SpryPoint is unable to correct such deficiencies after good-faith efforts, SpryPoint shall refund Client amounts paid that are attributable to the defective Service from the date SpryPoint received such notice through the date of remedy, if any. At no time shall the refund exceed the subscription fees actually paid by Client in consideration for SpryPoint's service delivery during the immediately preceding twelve (12) month period for the Service.

6.4 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES OUTLINED IN SECTION 6.1 AND 6.2 ABOVE, SPRYPOINT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. SPRYPOINT DOES NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Indemnification

7.1 Indemnification. SpryPoint shall protect, defend, hold harmless and indemnify Client harmless against any loss, damage or costs in connection with claims, demands, suits or proceedings ("Indemnified Claims") made or brought against Client alleging that the use of the Service infringes any third party's Intellectual Property Rights; provided, however, that Client; (a) promptly gives written notice of the Claim to SpryPoint; (b) gives SpryPoint sole control of the defense and settlement of the Claim; and (c) provides to SpryPoint, at SpryPoint's cost, all reasonable assistance. SpryPoint's obligations set forth in this Section do not apply to the extent that an Indemnified Claim arises out of: (a) Client's breach of this Agreement; (b) revisions to the Service made without SpryPoint's written consent; (c) Client's failure to incorporate Upgrades that would have avoided the alleged infringement; (d) Modification of the Service by Client, its Employees, or Authorized Parties in conflict with Client's obligations (e) Unauthorized use of the service by third parties; or (f) use of the Service in a manner inconsistent with the Documentation. Furthermore, the obligation to indemnify shall not apply if such liability is ultimately

adjudicated to have arisen through the sole active negligence or sole willful misconduct of Client. If Client is enjoined from using the Service or SpryPoint reasonably believes it will be enjoined, SpryPoint shall have the right at its sole option, to obtain for Client the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to SpryPoint, then use of the Service may be terminated at either party's option and SpryPoint's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

8. Limitation of Liability

8.1 Liability Cap. SpryPoint's liability arising out of or related to this Agreement shall in no event exceed the Subscription Fees paid by Client within the twelve (12) months preceding the claim.

8.2 Clarifications & Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CLIENT IN CONSIDERATION FOR SPRYPOINT'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE. FOR THE AVOIDANCE OF DOUBT, SPRYPOINT'S LIABILITY LIMITS APPLY TO SPRYPOINT'S AFFILIATES, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND OTHER REPRESENTATIVES.

8.3 Exclusion of Damages. EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW MUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS, OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CLIENT WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS ARE EXCLUDED AS SPRYPOINT'S LOST PROFITS.

9. Term & Termination

9.1 Term of Agreement. The Term of this agreement commences on the Effective Date and will continue for one year.

9.2 Annual Renewal. The initial Term shall automatically renew for successive terms of one year unless either party provides the other written notice of termination at least (30) days prior to the expiration of the current term.

9.3 Annual Escalation. The annual Subscription Service Fee for the Service shall be subject to adjustment on each anniversary of the Effective Date at the higher of the following:

- a) in accordance with the change in the USA Consumer Price Index ("CPI") as published by the Government of the United States. The CPI will be determined based on the percentage increase

- in the CPI for the twelve (12) month period ending with the calendar month which is three (3) months prior to each anniversary of the Effective Date
- b) 5% per year.

9.4 Termination for Convenience. Client shall have the right to terminate this Agreement without cause or penalty, by giving not less than Thirty (30) days' prior written notice to SpryPoint. Upon termination, Client shall pay SpryPoint all fees due up to the time of termination.

9.5 Termination for Default. Either party may terminate this Agreement upon Thirty (30) days prior written notice in the event of a material breach by the other party if such breach remains uncured at the expiration of such notice period.

9.6 Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are not forthcoming or are insufficient, through the failure of any entity to appropriate funds or otherwise, Client will have the right to terminate at no additional cost or penalty by giving Thirty (30) days written prior notice documenting the lack of funding.

9.7 Effect of Termination. Upon any termination of this Agreement, Client shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service. Termination for any reason shall not relive Client of the obligation to pay any fees accrued or due and payable to SpryPoint prior to the effective date of termination.

9.8 Access to Client Data. Upon written request by Client made prior to any expiration or termination of this Agreement, SpryPoint will make Client Data available to Client through the Service solely for purposes of Client retrieving Client Data for a period of up to sixty (60) days. After 60 days, SpryPoint will have no obligation to maintain or provide any Client data and shall thereafter, unless legally prohibited, delete all Client Data and will have no further obligation to make it available to Client.

10. Messaging.

10.1 Supplemental Messaging Terms. If Client elects to use SpryPoint's Alerts, Notifications, Communications, Campaigns & Messaging capabilities (Messaging Service") provided with the Service the following supplemental terms ("Messaging Terms") will apply. For avoidance of doubt, Messaging Terms apply to all SpryPoint applications within the service involving automated phone calls, pre-recorded messages, text messages, emails, in-app notifications and any other bulk communications.

10.2 Responsibility & Risk. Client shall be solely responsible for the content of any communications which Client initiates or authorizes in connection with the Messaging Services. SpryPoint shall have no responsibility or liability with respect to messages or communications initiated or authorized by Client. Client assumes all risks associated with use of the Messaging Service

10.3 Messaging Indemnity. Client shall hold harmless, defend and indemnify SpryPoint and its officers, directors, employees, contractors and representatives from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties and attorney's fees arising out of or relating to the Messaging Service or any breach by Client of the Agreement including without limitation, these Messaging Terms, except in the event of SpryPoint's willful misconduct.

10.4 Compliance. SpryPoint is limited to delivering the Messaging Service to the Client as part of the Service, accordingly, compliance with applicable laws is strictly Client's responsibility with respect to the Messaging Service notwithstanding any provision to the contrary.

11. Miscellaneous

11.1 Independent Contractor. SpryPoint and all persons(s) employed by or contracted with SpryPoint to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(S) or employee(s) of Client. SpryPoint has full rights to manage its employees in their performance of the Service under this agreement. This agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

11.2 Insurance. SpryPoint will maintain during the entire Term of this Agreement, at its own expense the insurance coverage as outlined in Attachment D. The policies shall name Client as an additional insured with respect to the provision of services provided under this agreement.

11.3 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of California.

11.4 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon the third business day after first class mailing.

Notices to the Client shall be sent to:

XXXXXXXXXX

Attention: XXXXXXXXXXXX

Notices to SpryPoint shall be sent to:

Kyle Strang
Managing Partner
45 Queen Street – Suite #401
Charlottetown, PE C1A 4A4

11.5 Waiver. No failure or delay by either party in exercising any right under this agreement shall constitute a waiver of that right or any other right. Neither Client's review, acceptance nor payments for any of the Service or the Implementation Services shall be constructed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this Agreement.

11.6 Force Majeure. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that SpryPoint shall use reasonable efforts which are consistent with accepted software industry practices to resume performance as soon as practicable under the circumstances. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

11.7 Conflicts of Interest. SpryPoint certifies that to the best of its knowledge, no Client officer, employee or authorized representative has any financial interest in the business of SpryPoint and that no person associated with SpryPoint has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement.

11.8 Fair Employment. SpryPoint shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

11.9 Time. Time is of the essence in the performance of this Agreement.

11.10 Assignment. Neither Party may may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party (which consent shall not be unreasonably withheld). Except to the extent forbidden herein, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns. Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. In no event shall Client have the right to assign this Agreement to a direct Competitor of SpryPoint. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.11 Severability. To the extent permitted by the law, the parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. In the even that a provision herein is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by the law, and the remaining provisions of this Agreement will continue in full force and effect.

11.12 Publicity. Except as set forth herein, SpryPoint shall not use Client's name, logos, or trademarks in any written press releases, advertisements and/or marketing materials without the prior consent of Client, SpryPoint is authorized to use Client's name and logo in lists of Clients and on its website, however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from SpryPoint.

11.13 Piggyback. It is understood and agreed by Client and SpryPoint that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with SpryPoint, be invoiced therefrom and make its own payments to SpryPoint in accordance with the terms of the contract established between the new governmental entity and SpryPoint. It is also hereby mutually understood and agreed that Client is not a legally bound party to any contractual agreement made between SpryPoint and any entity other than Customer.

11.14 Amendment. This Agreement may only be amended in writing by authorized representatives of each party.

11.15 Execution in Counterparts: This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

Client Name

SpryPoint Services, Inc.

Signature:	Signature:
Name:	Name: Ryan Cawley
Title:	Title: Managing Partner
Date Signed:	Date Signed:



Commission Staff Report

COMMISSION MEETING DATE: August 25, 2022

SUBJECT: Geothermal Plant 1 Cooling Tower Refurbishment Project; Applicable to the following: NCPA Geothermal Facility.

AGENDA CATEGORY: Discussion/Action

FROM:	Michael DeBortoli <i>MD</i>	METHOD OF SELECTION:
	Assistant General Manager	<i>Competitive Pricing Process</i>
Division:	Generation Services	<i>If other, please describe:</i>
Department:	Geothermal	

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 22-93 authorizing the Geothermal Plant 1 Cooling Tower Refurbishment Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not-to-exceed cost of \$2,858,647, and authorizing funds for Phase 1 from the approved FY23 budget and funds for Phase 2 contingent upon future approval of the FY24 budget.

BACKGROUND:

The Geothermal Plant 1 Cooling Tower needs refurbishment and thermal upgrade services. NCPA staff have identified possible thermal performance deficiencies due to aging structure and fill technology. The Geothermal facility is seeking to replace the existing aging cooling tower splash fill with a modern fill that will increase thermal performance, thus increasing net MW output to the grid. Pre-project work, including engineering, estimating, and RFP issuance, has already been completed.

The Plant 1 Cooling Tower Refurbishment Project ("the project") will be broken out into two phases:

- Phase 1 - Material Procurement and Delivery (**FY23**)
- Phase 2 – Cooling Tower Refurbishment Installation (**FY24**)

FISCAL IMPACT:

Funds for the project will come from the FY23 and FY24 budgets. Phase 1 will be funded from the approved FY23 budget. Funds from the FY24 budget are contingent upon future approval of the FY24 budget, and no commitment of funds for Phase 2 of the project will be made until that date. No cash collection or budget augmentation is required. Purchase orders referencing the terms and conditions of any agreements executed for work related to this project will be issued following NCPA procurement policies and procedures.

The Plant 1 Cooling Tower Refurbishment Project cost breakdown is shown below.

• Phase 1 – Material Procurement & Delivery (FY23)	\$ 755,564
• Contingency (~24%)	<u>\$ 244,436</u>
• Phase 1 Total:	\$1,000,000
• Phase 2 – Cooling Tower Refurbishment (FY24)	\$1,548,873
• Contingency (~20%)	<u>\$ 309,774</u>
• Phase 2 Total:	\$1,858,647
• Total Plant 1 Cooling Tower Refurbishment Project Cost	\$2,858,647

SELECTION PROCESS:

In accordance with NCPA's procurement policies and procedures, Geothermal project staff followed a formal competitive bid process. On March 16, 2022, a Request for Proposal Bid No. GEO-393 for the Geothermal Plant 1 Cooling Tower Refurbishment Project was released, with proposals due by May 26, 2022. A bid walk took place on March 29, 2022, with two vendors in attendance. Two vendors submitted proposals: EvapTech, Inc. and SPX Cooling Technologies, Inc. NCPA staff determined both proposals were non-responsive due to various technical exceptions in the responses. On June 23, 2022, staff gave written notice of non-responsive bidder to both vendors. Staff is currently negotiating with interested parties. Work for this project will be awarded to the vendor providing the most overall value to NCPA in accordance with NCPA Purchasing Policies and Procedures.

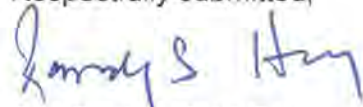
ENVIRONMENTAL ANALYSIS:

The Plant 1 Cooling Tower Refurbishment Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301 and 15302 of the CEQA Guidelines (Class 1 and 2 as applied to electric utility systems). The project consists of maintenance to the existing Plant 1 cooling tower by removing the existing and no longer thermally efficient cooling tower fill and adding modern fill to return and potentially enhance the energy efficiency of the cooling tower. This project will not change the function, size or operation of the cooling tower. The new fill will potentially improve efficiency of Plant 1 by 2%. NCPA filed a Notice of Exemption that covers this activity with Lake and Sonoma Counties. Thus, this project conforms to these exemptions.

COMMITTEE REVIEW:

On August 3, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution 22-93

RESOLUTION 22-93

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE GEOTHERMAL PLANT 1 COOLING TOWER REFURBISHMENT PROJECT

(reference Staff Report #208:22)

WHEREAS, the Geothermal Plant 1 Cooling Tower needs refurbishment and thermal upgrade services. NCPA staff have identified possible thermal performance deficiencies due to aging structure and fill technology. The Geothermal Facility is seeking to refurbish the existing cooling tower in order to increase net MW output to the grid; and

WHEREAS, the Plant 1 Cooling Tower Refurbishment Project will be broken out into two phases: Phase 1-material procurement and delivery, and Phase 2-cooling tower refurbishment installation; and

WHEREAS, on March 16, 2022, NCPA issued a Request for Proposal for the Geothermal Plant 1, Cooling Tower Refurbishment project, Bid No. GEO-393, with proposals due by May 26, 2022. A bid walk took place on March 29, 2022, with two vendors in attendance. Two proposals were received: one from EvapTech, Inc. and one from SPX Cooling Technologies, Inc.; and

WHEREAS, on June 23, 2022, staff gave written notice of non-responsive bidder to both vendors. Staff is currently negotiating with interested parties. Work for this project will be awarded to the vendor providing the most overall value to NCPA in accordance with NCPA purchasing policies and procedures; and

WHEREAS, on August 3, 2022 the Facilities Committee reviewed and endorsed this project for Commission approval; and

WHEREAS, The Plant 1 Cooling Tower Refurbishment Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301 and 15302 of the CEQA Guidelines (Class 1 and 2 as applied to electric utility systems). The project consists of maintenance to the existing Plant 1 cooling tower by removing the existing and no longer thermally efficient cooling tower fill and adding modern fill to return and potentially enhance the energy efficiency of the cooling tower. This project will not change the function, size or operation of the cooling tower. The new fill will potentially improve efficiency of Plant 1 by 2%. NCPA filed a Notice of Exemption that covers this activity with Lake and Sonoma Counties. Thus, this project conforms to these exemptions; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Geothermal Plant 1 Cooling Tower Refurbishment Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total not-to-exceed cost of \$2,858,647, and authorizes funds for Phase 1 from the approved FY23 budget and funds for Phase 2 contingent upon future approval of the FY24 budget.

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

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

DAVID HAGELE
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY