



651 Commerce Drive  
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# Minutes

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**Date:** August 26, 2021  
**To:** NCPA Commission  
**From:** Cary A. Padgett, Assistant Secretary to the Commission  
**Subject:** NCPA Commission Meeting / Teleconference Minutes

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

Chair David Hagele called the meeting to order at 9:38 am at NCPA, 651 Commerce Drive, Roseville, CA 95678. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

## **2. Approve Minutes of the July 29, 2021, Regular Commission Meeting**

MOTION: A motion was made by Jerry Serventi and seconded by Mark Chandler to approve the Minutes of the July 29, 2021, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Palo Alto and Port of Oakland were absent.*

## **PUBLIC FORUM**

No comments from the public addressed the Commission.

## **REPORTS AND COMMITTEE UPDATES**

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

General Manager Randy Howard reported:

- COVID-19 update: With the increase in hospitalizations and the rise of the highly infectious Delta variant, Placer County issued a public face covering recommendation, despite vaccination status. In response to the surge in cases, the Headquarters office returned to a mandatory face covering for all employees and visitors effective August 17. In addition, returned to "optional, part-time telecommuting" effective August 30 that will extend to October 1.
- Hydroelectric Plant Manager Randy Bowersox provided an update on the wildfire near the Collierville Powerhouse. An evacuation is under way, which affected a few employees that had to leave their homes.
- Signed a Non-Disclosure Agreement with PG&E on the hydrogen project at the Lodi Energy Center.

- Seeking Commission approval on providing additional services to Plumas-Sierra, which is item 24 on today's agenda.
- Hometown Connections, Inc., Board Meeting is scheduled in Colorado at the end of this month. The Board will be discussing how to revise the way the AMI program is structured with regards to financing of the program.

#### **4. Executive Committee**

Committee Chair Hagele reported the Executive Committee met once since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel, and met in closed session. No reportable action was taken in closed session.

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

Assistant General Manager Tony Zimmer reported the Committee met twice since the last Commission meeting. The Committee discussed Items 14, 15, 19, 20, 22, 23, and 24 on today's agenda. A quorum of the Committee was established at both meetings, and recommended Commission approval of all items. The next Committee meeting is scheduled for September 1.

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

Assistant General Manager / CFO Monty Hanks reported the Committee met once since last Commission meeting. The Committee reviewed a report provided from PFM on the status of the financial markets. Rates continue to hold near historic lows with no anticipation from the Fed of raising rates despite increased inflationary pressures. The Committee discussed and recommended Commission accept and file item 13 on today's agenda.

At the direction of the Commission, NCPA staff and the Committee reviewed the details if the Agency should amend the current PERS UAL funding policy shortening the amortization period from 15 years to 10 years. The Committee reviewed the funding ratios of NCPA and its Members, future impacts of the UAL on the projects, how rating agencies score this debt as one of the rating factors and how this aligns with our Strategic Plan and Goals. By adopting a change, the analysis reflected an estimated, additional savings of \$14m while keeping the total budget relatively flat between PERS and OPEB. But, by staying the course on the 15y schedule, it would reduce the FY23 budget by about \$1.5m. After this review, the Committee was not in support of updating the current funding plan, but rather made a motion to have staff prepare two budgets for FY23 reflecting a 10y and 15y funding of the PERS UAL. By doing this, it will allow Member staff to see their overall impact to NCPA's budget as a whole, rather than just these two expenses items prior to providing a funding recommendation. The Committee also agreed to review the FY22 OPEB collections, at a later date, prior to providing a recommendation of how to handle those collections.

The Committee also reviewed an investment approach that aims to incorporate Environmental, Social, and Governance (ESG) factors into investment decisions. The next Committee meeting is scheduled on October 12.

## **7. Legal Committee**

General Counsel Jane Luckhardt reported the Committee met once since the last Commission meeting. The Committee discussed transmission issues and costs related to the recent transmission planning efforts at the California Independent System Operator (CAISO) and the Federal Energy Regulatory Commission through the Advance Notice of Proposed Rulemaking, and discussed the impacts on both the CAISO and the Balancing Area of Northern California entities. The Committee also met in closed session. No reportable action was taken in closed session. The next Committee meeting is scheduled on September 29 at NCPA's Annual Conference in Napa.

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

Committee Chair Mark Chandler reported the Committee met once since the last Commission meeting. The Committee discussed and recommended Commission approval of items 16, 17 and 18 on today's Agenda. An overview of NCPA's Annual Conference program scheduled on September 29 was provided.

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

Chair Hagele, **Healdsburg**, announced as of August 9, Healdsburg is now operating an electric shuttle full time.

## **CONSENT CALENDAR**

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

No items were pulled from Consent.

**MOTION:** A motion was made by Mark Chandler, and seconded by Jerry Serventi 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 with abstentions noted below for each item. *San Francisco BART, Palo Alto and Port of Oakland were absent.*

**10. NCPA's Financials for the Month Ended July 31, 2021** – approve by all Members

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

**12. Disposal of Northern California Power Agency Surplus Property** – note and file by all Members the disposal of E-waste from Lodi Energy Center.

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

**13. Debt and Interest Rate Management Report – June 30, 2021** – accept by all Members the Debt and Interest Rate Management Report for the period ending June 30, 2021.

**Fiscal Impact:** The total projected savings over the life of the interest rate swaps was \$13.9 million at the inception of these agreements. Total projected savings through June 30, 2021 was \$8.0 million with actual results at \$13.6 million. The difference between expected savings and actual savings is due to "basis risk", or the difference between what NCPA pays on the variable rate bonds and the index rate used in the swap transaction. Total basis risk to date is positive, resulting in additional savings over those expected of \$5.6 million. Staff continues to monitor the potential for refinancing



these bonds and terminating the swaps, however, the large mark-to-market payment due to Citibank, N.A. of over \$17 million (net) is making a potential refund not a feasible option at this time.

- 14. Resolution 21-77, Hart High Voltage Apparatus Repair & Testing Co., Inc. – Five Year Multi-Task General Services Agreement for Specialized Electrical Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all Members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Hart High Voltage Apparatus Repair & Testing Co., Inc. for specialized electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$3,000,000 over five years.
- 15. Resolution 21-78, Cisco Air Systems, Inc. – Five Year Multi-Task General Services Agreement for Specialized OEM Air Compressor Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all Members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Cisco Air Systems, Inc. for specialized OEM air compressor 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, NCPA Members, by SCPPA, and SCPPA Members.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.
- 16. Resolution 21-79, Dee's Design Box – Five Year Multi-Task Consulting Services Agreement for Graphic Design Services, for use at all NCPA; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all Members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Dee's Design Box, LLC., for graphic design services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$250,000 over five years, for use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$250,000 over five years.
- 17. Resolution 21-80, Background Stories Co. – Five Year Multi-Task Consulting Services Agreement for Graphic Design Services; Applicable to the following: All 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 Background Stories Co for graphic design services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$250,000 over five years, for use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$250,000 over five years.
- 18. Resolution 21-81, Pat Davis Design Group, Inc. – Five Year Multi-Task Consulting Services Agreement for Graphic Design Services; Applicable to the following: All 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 Pat Davis Design Group,



Inc. for graphic design services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$250,000 over five years, for use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$250,000 over five years.

- 19. Resolution 21-82, Flynn Resource Consultants, Inc. – Five Year Multi-Task Consulting Services Agreement for professional consulting services related to electric transmission, power generation, regulatory support, contracts, compliance and electric market issues affecting Electrical Power Utilities and/or entities' large electrical power consumers; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all Members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Flynn Resource Consultants, Inc., (Flynn RCI) for services related to electric transmission, power generation, regulatory support, contracts, compliance, and electric market issues, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,000,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by SCPPA, or by SCPPA Members.
- Fiscal Impact:** The total cost of the agreement is not-to-exceed \$3,000,000 over five years to be used out of NCPA approved budgets as services are rendered.

- 20. Resolution 21-84, Northern California Power Agency (NCPA) Scheduling Coordination Program Agreement Appendix B – Approval of Revised Version 24 of Appendix B** – adopt resolution by all Members implementing a revised Version 24 of Appendix B to the Scheduling Coordination Program Agreement (SCPA), which details the allocation of California Independent System Operator (CAISO) charges and payments to NCPA Members.
- Fiscal Impact:** No significant costs will be incurred to implement the changes to the SCPA Appendices and funds are available in the NCPA budget to support the work associated with these contract updates. CAISO Revenues and Costs allocated to Members are reflected in their respective share of allocated CAISO amounts that are included in the monthly All Resources Bill (ARB) and as well as, where applicable, in the NCPA annual budget for forecasted CAISO amounts.
- Redding abstained.*

## **DISCUSSION / ACTION ITEMS**

- 21. Resolution 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** – discussion of the Emergency Declaration regarding COVID-19.

General Counsel Jane Luckhardt provided a brief background and status of the Declaration of and Emergency resolution approved in March 2020. Due to the increased hospitalizations from the Delta variant, staff is recommending keeping the resolution in place until staff sees a downward trend of cases. General Manager Randy Howard mentioned many of the items in the resolution are still applicable, which allows the Agency to adapt to changes to employees' needs. The Resolution was used early in the Pandemic, but has not been used as much recently. Counsel Luckhardt mentioned a form template resolution has been drafted in the event of a future emergency. Staff will continue to revisit this item at regular scheduled Commission meetings.

**22. Amendment to Resolution 16-89, NCPA Geothermal Sulfur Product Sale, Per Updated Classification Standards; Applicable to the following: NCPA Geothermal Facility** – approve amendment to Resolution 16-89 authorizing re-classification standards of sulfur levels for the Geothermal Plant Facility, delegating authority to the General Manager or his designee to sell non-hazardous sulfur product as a soil amendment, increasing the threshold of allowable vanadium content in the sulfur cakes produced at NCPA's Geothermal facility from the current threshold limit of 10 mg/L or 100 mg/kg to a new threshold limit of 22mg/L or 220 mg/kg, to align with current industry standards.

**Fiscal Impact:** Upon approval of this resolution, the sale of sulfur cakes produced at the Geothermal Facility will bring in additional revenue of approximately \$2,000/year. The total cost for removal of hazardous waste will decline by approximately \$25,000/year. Funds for removal of hazardous waste are included in the yearly approved GEO O&M budget.

Assistant General Manager Joel Ledesma gave a presentation and provided background information on the project. The Commission discussed and asked questions.

**MOTION:** A motion was made by Jerry Serventi, and seconded by Pauline Roccucci, to adopt resolution approving the authorizing re-classification standards of sulfur levels for the Geothermal Plant Facility, delegating authority to the General Manager or his designee to sell non-hazardous sulfur product as a soil amendment, increasing the threshold of allowable vanadium content in the sulfur cakes produced at NCPA's Geothermal facility from the current threshold limit of 10 mg/L or 100 mg/kg to a new threshold limit of 22mg/L or 220 mg/kg, to align with current industry standards. Motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Palo Alto and Port of Oakland were absent. Redding, Shasta Lake, and Truckee Donner abstained.*

**23. Resolution 21-83, Power Purchase Agreement between South Feather Water and Power Agency and Northern California Power Agency and the Third Phase Agreement for Power Purchase Agreement with South Feather Water and Power Agency** – adopt resolution by all Members authorizing the General Manager of Northern California Power Agency (NCPA) to enter into (i) the Power Purchase Agreement between South Feather Water and Power Agency (SFWPA) and Northern California Power Agency (PPA), and (ii) the Third Phase Agreement for Power Purchase Agreement with South Feather Water and Power Agency (Third Phase Agreement), including any non-substantial modifications to the Third Phase Agreement recommended and approved by the NCPA General Counsel, and any non-substantial modification to the PPA or specific modifications to the PPA related to any pending request for approval as may be filed by SFWPA with FERC, that are recommended and approved by the NCPA General Counsel.

**Fiscal Impact:** SFWPA has agreed to sell to NCPA, and NCPA has agreed to purchase from SFWPA, certain energy, capacity rights and associated environmental attributes produced by the South Feather Power Project for the purchase price set forth in Appendix A of the PPA. NCPA's costs for development and administration of the PPA and Third Phase Agreement will be allocated to Members in accordance with the Third Phase Agreement, the Power Management and Administrative Services Agreement, the Amended and Restated Facilities Agreement, and approved cost allocation methodologies as described in the NCPA annual budget.

Assistant General Manager Tony Zimmer reviewed the scope of the project, including all the units which make up the South Feather Power Project (SFPP). If the Power Purchase Agreement is approved, the South Feather Water Power Agency will continue to own, operate and maintain the project, while NCPA will act as the scheduling coordinator and dispatch the resources. The Commission discussed and asked questions.

**MOTION:** A motion was made by Suds Jain, and seconded by Pauline Roccucci, to adopt resolution approving the authorizing the General Manager of Northern California Power Agency (NCPA) to enter into (i) the Power Purchase Agreement between South Feather Water and Power Agency (SFWPA) and Northern California Power Agency (PPA), and (ii) the Third Phase Agreement for Power Purchase Agreement with South Feather Water and Power Agency (Third Phase Agreement), including any non-substantial modifications to the Third Phase Agreement recommended and approved by the NCPA General Counsel, and any non-substantial modification to the PPA or specific modifications to the PPA related to any pending request for approval as may be filed by SFWPA with FERC, that are recommended and approved by the NCPA General Counsel. Motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Palo Alto and Port of Oakland were absent. Gridley and Truckee Donner abstained.* Assistant General Manager Joel Ledesma was excused from the meeting for discussion on item 24.

- 24. Resolution 21-86, Providing additional generation for Plumas-Sierra Rural Electric Cooperative ("Plumas") including participation in Department of Water Resources Energy Procurement Program** – adopt resolution by all Members authorizing the General Manager or his designee to award bids, execute agreements, issue purchase orders, enter into amendments to, new appendices or side agreements to the PG&E Interconnection Agreement and take all other actions necessary to provide emergency energy requirements to Plumas-Sierra Rural Electric Cooperative ("Plumas") in the short-term and for the medium-term to develop and file license applications; secure land rights; and develop, engineer, procure, construct, operate and maintain generation resources in Plumas-Sierra's service territory materially consistent with the Term Sheet and pursuant to Governor Newsom's Proclamation of Energy Emergency and Proclamation of Dixie Fire Emergency. **Fiscal Impact:** The total cost of the project is roughly estimated to be \$20,000,000 with DWR purchasing the equipment. As specified in the Term Sheet, DWR has also agreed to reimburse NCPA for all other project expenses including labor. Any costs incurred by NCPA related to this activity will be recovered and reimbursed by DWR through NCPA's Pass-Through billing process. If these generators are used to support Plumas-Sierra due to the damage to PG&E's infrastructure from the Dixie and Fly fires, any charges from DWR for this energy will be recovered and reimbursed by Plumas-Sierra through the all resources bill. There is no budget impact.

Staff provided an update and background on the potential project of additional generation for Plumas-Sierra. Many of PG&E's transmission lines and facilities feeding Plumas-Sierra have been significantly damaged or destroyed by the Dixie and Fly fires including the Caribou #2 – 60kV and Caribou-Plumas Jct. – 60kV. Plumas-Sierra has been without connection through PG&E to the California Independent System Operator (CAISO) controlled grid since July 21, 2021. PG&E's current estimates to restore service to Plumas-Sierra are between 4 and 5 months. Due to the emergency situation, Governor Newsom directed the California Department of Water Resources to enter into contracts for projects, especial facilities with gas generation, by October 31, 2021. At this time, Plumas-Sierra is relying on backup generators and member conservation to maintain power throughout its service territory. The Commission discussed the ability to meet the deadline and potential risk to Members.

Bob Marshall, Plumas-Sierra, thanked NCPA staff for their efforts in moving this project forward.

**MOTION:** A motion was made by Joe Horvath, and seconded by Mark Chandler, to adopt resolution approving the authorizing the General Manager or his designee to award bids, execute agreements, issue purchase orders, enter into amendments to, new appendices or side agreements to the PG&E Interconnection Agreement and take all other actions necessary to provide emergency energy requirements to Plumas-Sierra Rural Electric Cooperative ("Plumas") in the short-term and for the medium-term to develop and file license applications; secure land rights; and develop, engineer, procure, construct, operate and maintain generation resources in Plumas-Sierra's service territory materially consistent with the Term Sheet and pursuant to Governor Newsom's Proclamation of Energy Emergency



and Proclamation of Dixie Fire Emergency. Motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Palo Alto and Port of Oakland were absent.*

Non-essential Members and NCPA staff left the meeting for closed session discussion. Assistant General Manager Joel Ledesma rejoined the meeting.

### **CLOSED SESSION**

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

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

**27. CONFERENCE WITH LEGAL COUNSEL** – Anticipated Litigation pursuant to Government Code Section 54956.9(d)(2) – one case.

### **RECONVENED TO OPEN SESSION**

All meeting attendees rejoined the public meeting.

### **REPORT FROM CLOSED SESSION**

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

### **NEW BUSINESS**

No new business was discussed.

### **ADJOURNMENT**

The August 26, 2021, Commission meeting was adjourned at 12:07 pm by Chair Hagele.

Respectfully submitted,  
//  
DAVID HAGELE  
Commission Chair

Prepared by,  
//  
CARY A. PADGETT  
Assistant Secretary to the Commission

Attachments

**Northern California Power Agency  
Commission Meeting / Teleconference  
August 26, 2021  
COMMISSIONERS  
Attendance List**

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

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

**Northern California Power Agency  
Commission Meeting / Teleconference  
August 26, 2021  
Attendance List**

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

<b>NAME</b>	<b>AFFILIATION</b>
Nico Procos	Alameda
Mark Sorensen	Biggs
Terry Crowley	Healdsburg
Melissa Price	Lodi
Mike Brozo	Plumas-Sierra REC
Dan Beans	Redding Electric
Michelle Bertolino	Roseville Electric
Kathy Watanabe	Santa Clara
Basil Wong	Silicon Valley Power
Randy Howard	NCPA
Jane Cirrincione	NCPA
Monty Hanks	NCPA
Joel Ledesma	NCPA
Jane Luckhardt	NCPA
Tony Zimmer	NCPA
Randy Bowersox	NCPA
Bob Caracristi	NCPA
Cary Padgett	NCPA
Mike Whitney	NCPA



## CONSENT CALENDAR

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

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

### CONSENT CALENDAR ROLL-CALL APPROVAL

Commission Meeting Date: 8/26/24

Consent Items Listed on the Agenda: # 10 to # 20

Consent Items Removed from the Agenda and Approved Separately:

# 8

*WOP / alau*

### ROLL-CALL VOTE BY MEMBERS:

Member	Item Numbers Abstained	Vote	Absent
Alameda		Y	
Biggs		Y	
Gridley		Y	
Healdsburg		Y	
Lodi		Y	
Lompoc		Y	
Palo Alto			X
Port of Oakland			X
Redding	<u>20</u>	Y	
Roseville		Y	
San Francisco BART			X
Santa Clara		Y	
Shasta Lake		Y	
Truckee Donner		Y	
Ukiah		Y	
Plumas-Sierra		Y	

ATTEST: *[Signature]*  
Cary A. Padgett, Commission Assistant Secretary

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

TOPIC: *Minutes*

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

Passed and adopted 26<sup>th</sup> day of August 2021, by the above vote on roll call.

ATTEST:

CARY A. PADGETT

Commission Assistant Secretary

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

TOPIC: *16-89, Amendment*

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

Passed and adopted 26<sup>th</sup> day of August 2021, by the above vote on roll call.

ATTEST: \_\_\_\_\_

CARY A. PADGETT

Commission Assistant Secretary



# NORTHERN CALIFORNIA POWER AGENCY COMMISSION ROLL CALL VOTE

TOPIC: *Rose 21-83*

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

Passed and adopted 26<sup>th</sup> day of August 2021, by the above vote on roll call.

ATTEST: \_\_\_\_\_

CARY A. PADGETT

Commission Assistant Secretary

# NORTHERN CALIFORNIA POWER AGENCY COMMISSION ROLL CALL VOTE

TOPIC: *Roso 21-86*

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

Passed and adopted 26<sup>th</sup> day of August 2021, by the above vote on roll call.

ATTEST: \_\_\_\_\_

CARY A. PADGETT  
Commission Assistant Secretary



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# Commission Staff Report

AGENDA ITEM NO.: 5

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**Date:** October 1, 2021  
**To:** NCPA Commission  
**Subject:** September, 1 2021 Facilities Committee Meeting Minutes

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





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## Minutes – Draft

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**Date:** September 14, 2021  
**To:** NCPA Facilities Committee  
**From:** Carrie Pollo  
**Subject:** September 1, 2021 Facilities Committee Meeting Minutes

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- 1. Call Meeting to Order & Roll Call** – The meeting was called to order by Committee Chair Basil Wong (Santa Clara) at 9:04 am. Roll call was taken. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Catalina Sanchez (Gridley), Jiayo Chiang (Lodi), Matthew MacDonald (Lompoc), Shiva Swaminathan (Palo Alto), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), Brian Schinstock (Roseville), and Steve Hance, Paulo Apolinario, and Monica Nguyen (Santa Clara). Owen Goldstrom (non-voting Representative with TID) also attended via teleconference. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Plumas-Sierra, TID, and Ukiah were absent. A quorum of the Committee was established.

### **PUBLIC FORUM**

No public comment.

### **OPEN SESSION**

### **DISCUSSION / ACTION ITEMS**

- 2. Approval of minutes from the August 4, 2021 Facilities Committee meeting, and the August 23, 2021 Special Facilities Committee meeting.**

Motion: A motion was made by Brian Schinstock and seconded by Catalina Sanchez recommending approval of the minutes from the August 4, 2021, Facilities Committee meeting, and the August 23, 2021, Special Facilities Committee meeting. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 3. All NCPA Facilities, Members, SPPA – McHale & Associates, Inc. MTCSA** – Staff provided background information and was seeking a recommendation for Commission approval of a Multi-Task Consulting Services Agreement with McHale & Associates, Inc. for plant performance improvement consulting services, with a not to exceed of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SPPA, and SPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

McHale & Associates, Inc., is a new vendor for NCPA. NCPA's Geothermal Plant Manager has working knowledge of this vendor, and considers this vendor an expert in the industry. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. Additionally, adding this vendor will increase the pool of qualified vendors for these types of services. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA has agreements in place for similar services with Power Engineers, Inc., Worley Group, Inc., and Black & Veatch Corporation. 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 Shiva Swaminathan and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with McHale & Associates, Inc. for plant performance improvement consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

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

NCPA currently has an agreement in place with Famand Inc. dba SitelogIQ to provide these services. Effective April 30, 2021, Famand, Inc. dba SitelogIQ will no longer provide HVAC maintenance services; moving forward, those services will be the responsibility of Famand, Inc. dba Indoor Environmental Services. NCPA will be issuing a First Amendment to the current Multi-Task General Services agreement with Famand, Inc. dba SitelogIQ, updating the Scope of Work to reflect this change.

NCPA now desires to enter into a separate Multi-Task General Services Agreement with Famand, Inc. dba Indoor Environmental Services with a Scope of Work for HVAC maintenance services. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. 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 has agreements in place for similar services with ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc. dba EMCOR Services, and Johnson Controls, Inc. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

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

- 5. All NCPA Facilities, Members, SCPPA – Famand, Inc. dba SitelogIQ First Amendment to MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task General Services Agreement with Famand, Inc. dba SitelogIQ, updating the Scope of Work, with no change to the not to exceed amount or contract term, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA entered into a five year Multi-Task General Services Agreement with Famand, Inc., dba SitelogIQ effective April 17, 2020 for an amount not to exceed \$1,000,000. On April 30, 2021, Famand, Inc. dba SitelogIQ relinquished the mechanical HVAC services to Famand, Inc. dba Indoor Environmental Services. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement to update the Scope of Work to reflect these changes. 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 has agreements in place for similar services with Knight Electric, Inc., Tesco Controls, Inc., JEGO Systems, Schneider Electric USA, Inc., and Vince Sigal Electric, Inc. A draft Commission Staff Report and draft first amendment to the agreement were available for review. The original agreement was also provided. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Catalina Sanchez recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Famand, Inc., dba SitelogIQ for energy, solar, lighting technology and advanced controls services, updating the Scope of Work with no changes to the contract term or not to exceed amount, with any non-substantial changes recommended and approved by the NCPA General Counsel, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 6. All NCPA Facilities, Members, SCPPA – AECOM Technical Services, Inc. MTCSA** – Staff provided background information and was seeking a recommendation for Commission approval of a Multi-Task Consulting Services Agreement with AECOM Technical Services, Inc. for injection well related consulting services, with a not to exceed of \$2,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

The current agreement with AECOM Technical Services, Inc. is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. 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 has agreements in place for similar services with AcriveReservoir, LLC and Irani Engineering. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Brian Schinstock and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with AECOM Technical Services, Inc. for injection well, project support and plant operations related consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and



SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 7. All NCPA Facilities – Rescue Solutions LLC MTGSA** – Staff provided background information and was seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with Rescue Solutions LLC for emergency rescue response and training services, with a not to exceed of \$500,000, for use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures.

The current agreement with Rescue Solutions, LLC, is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. 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 has agreements in place for similar services with Fremouw Environmental and Patriot Environmental. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Catalina Sanchez and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Rescue Solutions, LLC for emergency rescue response and training 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. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 8. All NCPA Facilities, Members, SCPPA – Utility Services, Inc. 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 Utility Services, Inc. for NERC related regulatory compliance services, changing the vendor name to Utility Services of Vermont, LLC, with no change to the not to exceed amount or contract term, for continued use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets.

NCPA entered into a Multi-Task Professional Services Agreement dated effective October 25, 2019 for Utility Services, Inc. to provide NERC related regulatory compliance and consulting services as requested by the Northern California Power Agency (NCPA) at any facilities owned or operated by NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members. Effective January 1, 2021, Utility Services, Inc. changed its name and manner of organization from Utility Services, Inc., a Vermont corporation, to Utility Services of Vermont, LLC, a limited liability company, and Utility Services of Vermont, LLC wishes to accept assignment of the Agreement. The Agency desires to amend the Agreement to reflect those changes. This enabling agreement does not commit NCPA to any expenditure of funds. A draft Commission Staff Report and draft first amendment to the agreement were available for review. The original agreement was also provided. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with Utility Services, Inc., changing the vendor name to Utility Services of Vermont, LLC, with no change to the not to exceed amount or contract term, for continued use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi,



Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 9. CY 2022 NCPA Capacity Pool Rates** – Staff reviewed the Resource Adequacy capacity rates to be used in the NCPA Capacity Pool during calendar year 2022, and was seeking a recommendation for approval of the proposed rates.

Each Pool Member has established a Resource Adequacy Program that works in conjunction with the CAISO Resource Adequacy Program. To enable efficient transfers of Resource Adequacy Capacity between the Pool Members, NCPA developed the Capacity Pool that is fully described in the Pooling Agreement Schedule 4. Pursuant to Section 3.8 of Pooling Agreement Schedule 4, capacity pricing for system, local area, and flexible capacity will be developed annually, and will be established pursuant to Commission adoption and approval. The price may be developed via one (or a combination) of the following methods: 1) Negotiated Price; 2) Market Price Survey; and/or 3) The CAISO backstop procurement proxy value.

Motion: A motion was made by Shiva Swaminathan and seconded by Mark Sorensen recommends, subject to an alternative recommendation as may be provided by the NCPA Pooling Committee, Commission approval of the Resource Adequacy Capacity rates to be used in the CY 2022 NCPA Capacity Pool, as presented at the September 1, 2021, Facilities Committee meeting. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lompoc, Palo Alto, Port of Oakland, Redding, and Santa Clara. ABSTAIN = Lodi and Roseville. The motion passed.

- 10. SFWPA PPA and Third Phase Agreement** – Staff reviewed modifications of the Power Purchase Agreement between South Feather Water and Power Agency and Northern California Power Agency and the Third Phase Agreement for Power Purchase Agreement with South Feather Water and Power Agency.

The PPA contains requirements for SFWPA to acquire all licenses necessary for performance of its obligations. The SFPP is currently operating under an expired license, but is effective through March 31, 2022. Section 22 of the Federal Power Act (FPA) requires FERC license holders to seek approval from FERC to sell output from their project for a period that extends beyond the current term of their license. Pending issuance of a new license, the existing license will automatically extend an additional one year term. SFWPA will file a request for approval of a new license in the coming weeks. SFWPA will request expedited consideration of the request, and expect FERC action from three to six months. Staff is currently working with SFWPA and counsel to incorporate provisions in the PPA to address the timing of the request submitted by SFWPA.

Additional provisions have been developed in the SFWPA PPA to address the FPA Section 22 requirements. SFWPA will file an application with FERC requesting authority to sell output beyond the current term of their FERC license, which will be filed in the next few weeks. Pending FERC approval of such request, the PPA will take effect when fully executed, with commencement of service on December 19, 2021. If FERC does not approve the request by March 31, 2022, SFWPA will technically be in default of certain representations, but NCPA will provide additional time for SFWPA to cure such default. The default can be cured through December 31, 2022. If FERC does not approve the request by December 31, 2022, the current PPA would terminate (with no damages due either party), and the Parties will work to replace the terminated PPA with a new “replacement” PPA that contains provisions that are of similar content and nature to be effective on January 1, 2023.

## **INFORMATIONAL ITEMS**

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

EBCE issued a Request for Proposal on August 30, 2021, seeking CAISO Scheduling Coordinator and Related Services. Responses to the RFP are due on September 13, 2021. The term of the

agreement will be one to three years with a provision to automatically extend after the first year. The scope of services will include: 1) CAISO Scheduling Coordination Services; 2) Portfolio Management and Procurement Advisory; 3) Emerging Technologies and Program Design; 4) Policy, Regulatory, and Legal Advisory Services; 5) Middle Office, Risk, and Credit; and 6) Deal Capture System / Record and Reporting.

EBCE strongly encouraged NCPA to submit a proposal. Staff is planning to submit a proposal. Considerations for the proposal include review of the current agreement's Scope of Services and compensation. Based on review, staff will develop a proposed Scope of Services that aligns with the current services being provided today. Compensation of the current agreement will also be evaluated, and will be adjusted as needed based on actual experience of the forecasted obligations under the new services agreement. Due to the deadline for submission of the proposal, NCPA will not be able to seek approval of the proposal prior to submission. Staff will update the Committee as needed and bring this item back for further discussion, and recommendation for Commission approval.

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

**Geo** – There were no safety recordable incidents to report for the month of August. Safety training is 62.6% complete. Vegetation has been cleared to 330 feet around Plant 1 and 2 Cooling Towers. Fire breaks are completed around the lease. The average net generation for the month was 94.9 MW. Total net generation was 70.6 GWh. CY 2021 net generation is 513.6 GWh at 6.7% over forecast. Projects for the month include the second phase of the Plant 1 Fire Protection Project, and the Plant 1 HVAC Project was completed, and commissioned on August 25, 2021.

**CTs** – August was another busy month for the CTs. CT1 had 28 actual starts, with 5 ghost starts bringing the FYTD total to 88. CT2 had 15 actual starts this month bringing the FYTD total to 37 starts. There was one forced outage for CT1 LOD Gas Compressor. There were no planned outages for the month of August, but CT2 did have a forced outage for the lube oil temperature sensor and fuel valve trouble. CT1 Lodi has used 125 hours already out of 200 allowed.

**Hydro** – Several fires began during the month of August near Hydro operations. The Hobart Fire lasted approximately one week, and was adjacent to NSM Reservoir. The Airola Fire prompted Collierville, and Murphys evacuations. Collierville was offline for 3 days, but was back up remotely after that. The Washington Fire prompted employee evacuations, as well as the Caldor Fire. Staff are keeping an eye on the Caldor Fire, as the upper arm could impact NSM. Stone masonry work was completed on the Lake Alpine Dam, which took approximately two months. Planned outages will start in September for NSM annual maintenance, Collierville maintenance will take place in the month of October.

**13. Planning and Operations Update** – No report at this time.

**14. Schedule next meeting date** – The next regular Facilities Committee meeting is scheduled for October 6, 2021.

**ADJOURNMENT**

The meeting was adjourned at 10:55 am by the Committee Chair.

## Teleconference call only due to Covid19

### Northern California Power Agency September 1, 2021 Facilities Committee Meeting Attendance List

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

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

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

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# Commission Staff Report

**COMMISSION MEETING DATE:** October 1, 2021

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

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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**RECOMMENDATION:**

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

**NOTICE:**

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the October 1, 2021 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

The report of budget vs. actual costs and the unaudited August 31, 2021 financial reports are also included.

**FISCAL IMPACT:**

This report has no direct budget impact to the Agency.

**ENVIRONMENTAL ANALYSIS:**

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

Respectfully submitted,

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

RANDY S. HOWARD  
General Manager

**Attachments:**

- August 31, 2021 Financial Report

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

PERCENT OF  
YEAR ELAPSED  
17%

	This Month	Actual Year To-Date	FY 2022 Budget	% Used	
<b>GENERATION RESOURCES</b>					
<b>NCPA Plants</b>					
Hydroelectric					
Other Plant Cost	\$ 1,565,179	\$ 3,541,250	\$ 20,659,536	17%	
Debt Service (Net)	2,785,137	5,570,273	33,421,637	17%	
Annual Budget Cost	4,350,316	9,111,523	54,081,173	17%	
Geothermal					
Other Plant Cost	3,740,641	6,625,263	35,708,919	19%	
Debt Service (Net)	412,787	825,576	4,953,453	17%	
Annual Budget Cost	4,153,428	7,450,839	40,662,372	18%	
Combustion Turbine No. 1					
Fuel	236,603	320,427	791,613	40%	(a)
Other Plant Cost	784,543	1,333,619	6,263,071	21%	
Annual Budget Cost	1,021,146	1,654,046	7,054,684	23%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	502,715	752,104	1,265,369	59%	(b)
Other Plant Cost	239,789	435,224	2,649,010	16%	
Debt Service (Net)	420,667	841,333	5,048,000	17%	
Annual Budget Cost	1,163,171	2,028,661	8,962,379	23%	
Lodi Energy Center					
Fuel	7,893,494	15,191,317	31,029,301	49%	(b)
Other Plant Cost	4,373,378	8,048,612	31,775,721	25%	(b)
Debt Service (Net)	2,197,050	4,394,099	26,008,267	17%	
Annual Budget Cost	14,463,922	27,634,028	88,813,289	31%	
Member Resources - Energy	7,226,949	15,248,024	67,416,504	23%	(b)
Member Resources - Natural Gas	679,581	1,296,357	2,981,422	43%	(a)
Western Resources	3,554,644	6,581,196	27,302,082	24%	(d)
Market Power Purchases	421,432	2,084,815	17,224,803	12%	
Load Aggregation Costs - CAISO	107,536,574	168,477,674	282,244,061	60%	(c)
Net GHG Obligations	349,500	349,500	1,276,784	N/A	
	144,920,663	241,916,663	598,019,553	40%	
<b>TRANSMISSION</b>					
Independent System Operator					
Grid Management Charge	716,661	1,380,825	2,417,506	57%	(e)
Wheeling Access Charge	10,522,018	20,747,637	119,362,830	17%	
Ancillary Services	2,489,356	3,672,419	3,846,319	95%	(f)
Other ISO Charges/(Credits)	20,067,823	37,826,438	946,016	3998%	(e)
	33,795,858	63,627,319	126,572,671	50%	
<b>MANAGEMENT SERVICES</b>					
Legislative & Regulatory					
Legislative Representation	126,078	255,507	2,101,373	12%	
Regulatory Representation	41,121	101,944	633,940	16%	
Western Representation	47,300	86,689	693,937	12%	
Customer Programs	34,052	70,669	481,257	15%	
Judicial Action	-	-	300,000	0%	
Power Management					
System Control & Load Dispatch	543,178	1,170,073	7,427,479	16%	
Forecasting, Planning, Prescheduling & Trading	195,747	438,713	2,810,687	16%	
Industry Restructuring & Regulatory Affairs	33,183	69,510	423,181	16%	
Contract Admin, Interconnection Svcs & External Affairs	78,183	167,987	974,600	17%	
Gas Purchase Program	4,814	9,726	80,779	12%	
Market Purchase Project	6,945	13,917	115,897	12%	

Management Services continued on next page

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

<b>PERCENT OF YEAR ELAPSED</b>
<b>17%</b>

	This Month	Actual Year To-Date	FY 2022 Budget	% Used	
Energy Risk Management	11,178	18,697	198,417	9%	
Settlements	73,530	152,751	975,283	16%	
Integrated Systems Support	22,932	97,465	307,165	32%	(g)
Participant Pass Through Costs	62,366	167,018	1,717,765	10%	
Support Services	183,999	199,975	-	N/A	
	<b>1,464,606</b>	<b>3,020,641</b>	<b>19,241,760</b>	<b>16%</b>	
<b>TOTAL ANNUAL BUDGET COST</b>	<b>180,181,127</b>	<b>308,564,623</b>	<b>743,833,984</b>	<b>41%</b>	
<b>LESS: THIRD PARTY REVENUE</b>					
Plant ISO Energy Sales	19,228,292	43,507,264	101,639,828	43%	(h)
Member Resource ISO Energy Sales	4,406,502	9,481,771	34,352,521	28%	(i)
Member Owned Generation ISO Energy Sales	12,411,674	28,242,619	83,030,430	34%	(i)
Revenue from Customers	39,060,424	72,450,110	-	N/A	(c)(e)(f)
NCPA Contracts ISO Energy Sales	4,149,869	8,245,720	12,614,852	65%	(i)
Western Resource Energy Sales	3,883,491	9,237,674	19,296,646	48%	(i)
Load Aggregation Energy Sales	46,257,078	75,248,383	-	N/A	(c)
Ancillary Services Sales	1,187,746	2,199,007	4,317,168	51%	(j)
Transmission Sales	9,198	18,396	110,376	17%	
Western Credits, Interest and Other Income	8,357,752	14,351,725	41,468,679	35%	(k)
	<b>138,952,026</b>	<b>262,982,669</b>	<b>296,830,500</b>	<b>89%</b>	
<b>NET ANNUAL BUDGET COST TO PARTICIPANTS</b>	<b>\$ 41,229,101</b>	<b>\$ 45,581,954</b>	<b>\$ 447,003,484</b>	<b>10%</b>	

- (a) CT1 monthly generation varies throughout the year. Majority of generation occur during the first four months of the fiscal year. Costs expected to levelize by the end of the year.
- (b) Increase in costs due to greater than projected MWhs of generation. CT2 is at 170% of budgeted MWhs and LEC is at 200% of budgeted MWhs at 8/31/21. Fuel costs, CA ISO charges, GHG allowance costs, and variable costs have increased as a result of increased generation.
- (c) Increase due to unbudgeted energy purchases and sales related to CCAs (East Bay Community Energy, San Jose Clean Energy, and Sonoma Clean Power), which is offset by revenue from customers.
- (d) One month advance payment incurred. Overall expenses expected to normalize during the year.
- (e) Increase due to unbudgeted grid management estimates, neutrality charges estimates and other cost estimates related to CCAs, which is offset by revenue from customers.
- (f) Increase due to unbudgeted ancillary services cost estimates related to CCAs, which is offset by revenue from customers, as well as greater than expected spinning, non-spinning, reg up and down obligation settlements for the NCPA pool.
- (g) Variance caused by FY22 software maintenance contract costs paid in-full during July. Variance expected to levelize throughout the year.
- (h) Higher plant revenues due to higher generation.
- (i) Higher revenues due to higher energy prices and higher than budgeted contract energy.
- (j) Increase primarily due to greater than expected spinning and reg up capacity settlements revenue from Hydro plant.
- (k) Increase due primarily to higher than anticipated Western O&M revenue credits and member contract sales.



# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	August 31,	
	2021	2020
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 96,353	\$ 4,733
Investments	34,822	46,855
Accounts receivable		
Participants	7	-
Other	6,849	16,804
Interest receivable	263	434
Inventory and supplies	6,155	5,924
Prepaid expenses	1,687	1,077
TOTAL CURRENT ASSETS	146,136	75,827
RESTRICTED ASSETS		
Cash and cash equivalents	60,294	59,870
Investments	169,365	151,300
Interest receivable	486	520
TOTAL RESTRICTED ASSETS	230,145	211,690
ELECTRIC PLANT		
Electric plant in service	1,497,854	1,494,271
Less: accumulated depreciation	(1,053,180)	(1,023,923)
TOTAL ELECTRIC PLANT	444,674	470,348
OTHER ASSETS		
Regulatory assets	205,712	224,035
Preliminary survey and investigation costs	21	2
Investment in associated company	265	265
TOTAL ASSETS	1,026,953	982,167
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	9,932	20,261
Pension and OPEB deferrals	18,099	16,936
Asset retirement obligations	61,863	61,976
TOTAL DEFERRED OUTFLOWS OF RESOURCES	89,894	99,173
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,116,847	\$ 1,081,340

# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	August 31,	
	2021	2020
	(in thousands)	
<b>LIABILITIES</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 90,082	\$ 13,545
Member advances	993	993
Operating reserves	24,294	20,249
Current portion of long-term debt	44,860	43,745
Accrued interest payable	5,578	5,412
<b>TOTAL CURRENT LIABILITIES</b>	<b>165,807</b>	<b>83,944</b>
<b>NON-CURRENT LIABILITIES</b>		
Net pension and OPEB liabilities	62,959	63,003
Operating reserves and other deposits	143,978	132,552
Interest rate swap liability	16,045	18,968
Asset retirement obligations	68,393	66,880
Long-term debt, net	521,944	569,539
<b>TOTAL NON-CURRENT LIABILITIES</b>	<b>813,319</b>	<b>850,942</b>
<b>TOTAL LIABILITIES</b>	<b>979,126</b>	<b>934,886</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Regulatory credits	90,978	87,692
Pension and OPEB deferrals	2,187	4,737
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>93,165</b>	<b>92,429</b>
<b>NET POSITION</b>		
Net investment in capital assets	(5,063)	(5,301)
Restricted for debt service	19,621	14,275
Unrestricted	29,998	45,051
<b>TOTAL NET POSITION</b>	<b>44,556</b>	<b>54,025</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 1,116,847</b>	<b>\$ 1,081,340</b>

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

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

**UNAUDITED**

	For the Two Months Ended August 31,	
	2021	2020
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 93,389	\$ 66,867
Other Third-Party	106,900	47,073
TOTAL OPERATING REVENUES	200,289	113,940
OPERATING EXPENSES		
Purchased power	69,239	46,891
Operations	28,766	12,851
Transmission	64,288	20,566
Depreciation	5,104	5,054
Maintenance	4,601	3,462
Administrative and general	2,512	2,472
TOTAL OPERATING EXPENSES	174,510	91,296
NET OPERATING REVENUES	25,779	22,644
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(5,252)	(5,483)
Interest income	(649)	(3,404)
Other	1,438	597
TOTAL NON OPERATING EXPENSES	(4,463)	(8,290)
FUTURE RECOVERABLE AMOUNTS	(4,284)	(1,851)
REFUNDS TO PARTICIPANTS	(104)	1,130
INCREASE (DECREASE) IN NET POSITION	16,928	13,633
NET POSITION, Beginning of year	27,628	40,392
NET POSITION, Period ended	\$ 44,556	\$ 54,025

# OTHER FINANCIAL INFORMATION

## COMBINING STATEMENT OF NET POSITION

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

August 31, 2021										
	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	\$ 1	\$ -	\$ 1	\$ 1	\$ 85	\$ -	\$ -	\$ 81	\$ 96,184	\$ 96,353
Investments	-	-	-	-	-	-	-	-	34,822	34,822
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	7	7
Other	-	-	-	-	-	-	4,058	-	2,791	6,849
Interest receivable	-	-	-	-	-	-	83	-	180	263
Inventory and supplies	1,514	1,572	332	284	2,453	-	-	-	-	6,155
Prepaid expenses	381	536	43	62	387	-	-	24	254	1,687
Due from Agency and other programs*	14,234	1,457	5,027	8,214	37,820	-	52,285	7,608	(126,645)	-
TOTAL CURRENT ASSETS	16,130	3,565	5,403	8,561	40,745	-	56,426	7,713	7,593	146,136
RESTRICTED ASSETS										
Cash and cash equivalents	3,676	9,717	1	-	7,248	-	18,996	-	20,656	60,294
Investments	26,105	33,182	451	-	28,571	-	19,385	-	61,671	169,365
Interest receivable	73	66	-	-	69	-	-	-	278	486
TOTAL RESTRICTED ASSETS	29,854	42,965	452	-	35,888	-	38,381	-	82,605	230,145
ELECTRIC PLANT										
Electric plant in service	575,461	395,294	64,865	37,224	410,208	7,736	-	894	6,172	1,497,854
Less: accumulated depreciation	(546,714)	(292,223)	(55,350)	(35,117)	(111,377)	(7,736)	-	(642)	(4,021)	(1,053,180)
TOTAL ELECTRIC PLANT	28,747	103,071	9,515	2,107	298,831	-	-	252	2,151	444,674
OTHER ASSETS										
Regulatory assets	(110)	122,684	4,331	-	27,501	-	-	-	51,306	205,712
Preliminary survey and investigation costs	-	-	-	-	-	-	-	21	-	21
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	74,621	272,285	19,701	10,668	402,965	-	94,807	7,986	143,920	1,026,953
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	779	8,302	(279)	-	1,130	-	-	-	-	9,932
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	18,099	18,099
Asset retirement obligations	61,509	-	165	-	189	-	-	-	-	61,863
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,288	8,302	(114)	-	1,319	-	-	-	18,099	89,894
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 136,909	\$ 280,587	\$ 19,587	\$ 10,668	\$ 404,284	\$ -	\$ 94,807	\$ 7,986	\$ 162,019	\$ 1,116,847

\* Eliminated in Combination

# OTHER FINANCIAL INFORMATION

## COMBINING STATEMENT OF NET POSITION

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

August 31, 2021										
	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	\$ 234	\$ 245	\$ -	\$ 1	\$ 7,747	\$ -	\$ 75,221	\$ -	\$ 6,634	\$ 90,082
Member advances	791	-	-	-	-	-	-	202	-	993
Operating reserves	2,732	250	617	4,388	16,307	-	-	-	-	24,294
Current portion of long-term debt	4,760	22,855	4,365	-	12,880	-	-	-	-	44,860
Accrued interest payable	32	2,251	11	-	3,284	-	-	-	-	5,578
TOTAL CURRENT LIABILITIES	8,549	25,601	4,993	4,389	40,218	-	75,221	202	6,634	165,807
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	62,959	62,959
Operating reserves and other deposits	1,500	19,378	-	-	101	-	38,365	2,029	82,605	143,978
Interest rate swap liability	-	16,045	-	-	-	-	-	-	-	16,045
Asset retirement obligations	68,039	-	165	-	189	-	-	-	-	68,393
Long-term debt, net	6,785	210,723	10,782	-	293,654	-	-	-	-	521,944
TOTAL NON-CURRENT LIABILITIES	76,324	246,146	10,947	-	293,944	-	38,365	2,029	145,564	813,319
TOTAL LIABILITIES	84,873	271,747	15,940	4,389	334,162	-	113,586	2,231	152,198	979,126
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	41,750	3,449	818	2,295	39,895	-	-	276	2,495	90,978
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	2,187	2,187
TOTAL DEFERRED INFLOWS OF RESOURCES	41,750	3,449	818	2,295	39,895	-	-	276	4,682	93,165
NET POSITION										
Net investment in capital assets	5,708	(7,275)	(1,995)	-	(1,501)	-	-	-	-	(5,063)
Restricted for debt service	801	10,220	413	-	8,187	-	-	-	-	19,621
Unrestricted	3,777	2,446	4,411	3,984	23,541	-	(18,779)	5,479	5,139	29,998
TOTAL NET POSITION	10,286	5,391	2,829	3,984	30,227	-	(18,779)	5,479	5,139	44,556
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 136,909	\$ 280,587	\$ 19,587	\$ 10,668	\$ 404,284	\$ -	\$ 94,807	\$ 7,986	\$ 162,019	\$ 1,116,847



## 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 Two Months Ended August 31, 2021										
	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	\$ 1,996	\$ 6,138	\$ 2,640	\$ 2,653	\$ 14,498	\$ -	\$ 62,317	\$ 3,118	\$ 29	\$ 93,389
Other Third-Party	8,981	5,238	1,455	1,413	28,236	-	61,412	165	-	106,900
TOTAL OPERATING REVENUES	10,977	11,376	4,095	4,066	42,734	-	123,729	3,283	29	200,289
OPERATING EXPENSES										
Purchased power	162	1,162	91	329	878	-	66,617	-	-	69,239
Operations	3,045	624	873	488	20,272	-	1,116	2,348	-	28,766
Transmission	103	59	4	4	178	-	63,939	1	-	64,288
Depreciation	627	1,663	370	50	2,358	-	-	7	29	5,104
Maintenance	2,123	913	112	614	825	-	-	14	-	4,601
Administrative and general	1,090	732	99	207	1,016	-	-	1,035	(1,667)	2,512
Intercompany (sales) purchases, net*	(127)	51	9	12	56	-	-	(1)	-	-
TOTAL OPERATING EXPENSES	7,023	5,204	1,558	1,704	25,583	-	131,672	3,404	(1,638)	174,510
NET OPERATING REVENUES	3,954	6,172	2,537	2,362	17,151	-	(7,943)	(121)	1,667	25,779
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(76)	(2,926)	(11)	-	(2,239)	-	-	-	-	(5,252)
Interest income	(29)	(16)	2	4	29	-	29	3	(671)	(649)
Other	-	-	298	-	1,131	-	(180)	13	176	1,438
TOTAL NON OPERATING (EXPENSES) REVENUES	(105)	(2,942)	289	4	(1,079)	-	(151)	16	(495)	(4,463)
FUTURE RECOVERABLE AMOUNTS	(399)	(1,106)	(473)	-	(2,306)	-	-	-	-	(4,284)
REFUNDS TO PARTICIPANTS	378	(231)	13	(141)	-	-	(143)	(221)	241	(104)
INCREASE (DECREASE) IN NET POSITION	3,828	1,893	2,366	2,225	13,766	-	(8,237)	(326)	1,413	16,928
NET POSITION, Beginning of year	6,458	3,498	463	1,759	16,461	-	(10,542)	5,805	3,726	27,628
NET POSITION, Period ended	\$ 10,286	\$ 5,391	\$ 2,829	\$ 3,984	\$ 30,227	\$ -	\$ (18,779)	\$ 5,479	\$ 5,139	\$ 44,556

\* Eliminated in Combination

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

Status	Participant / Customer	Description	Amount
CURRENT			\$ 6,562,892
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>\$ 6,855,557</u>

NOTE: All amounts invoiced or credited to members and others are project/program specific.  
 NCPA does not apply any credits issued to outstanding invoices unless directed.



11

# Commission Staff Report

**COMMISSION MEETING DATE:** October 1, 2021

**SUBJECT:** Treasurer's Report for Month Ended August 31, 2021

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

\_\_\_\_\_  
\_\_\_\_\_

**RECOMMENDATION:**

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for August 31, 2021.

**BACKGROUND:**

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

Cash – At month end cash totaled \$9,065,872 of which approximately \$1,623,637 was applicable to Special and Reserve Fund Deposits, \$3,885 to Debt Service and \$7,438,350 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 \$352,422,037 at month end. The current market value of the portfolio totaled \$353,762,911.

The overall portfolio had a combined weighted average interest rate of 0.826% with a bond equivalent yield (yield to maturity) of 0.838%. Investments with a maturity greater than one year totaled \$147,143,000. August maturities totaled \$20 million and monthly receipts totaled \$95 million. During the month \$48 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 remained unchanged at 0.05% and rates on one-year T-Bills also remained unchanged at 0.07%.

To the best of my knowledge and belief, all securities held by NCPA as of August 31, 2021 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

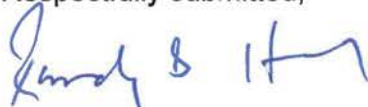
**FISCAL IMPACT:**

This report has no direct budget impact to NCPA.

**ENVIRONMENTAL ANALYSIS:**

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

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachment: Treasurer's Report July 31, 2021



# **NORTHERN CALIFORNIA POWER AGENCY**

## **TREASURER'S REPORT**

**AUGUST 31, 2021**

### **TABLE OF CONTENTS**

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<b>DETAIL REPORT OF INVESTMENTS</b>	<b>APPENDIX</b>

**Northern California Power Agency  
Treasurer's Report  
Cash & Investment Balance  
August 31, 2021**

	CASH	INVESTMENTS	TOTAL	PERCENT
<b>NCPA FUNDS</b>				
Operating	\$ 2,224,809	\$ 162,836,928	\$ 165,061,737	45.66%
Special Deposits	5,212,161	-	5,212,161	1.44%
Construction	1,380	5,146,876	5,148,256	1.42%
Debt Service	3,885	25,087,442	25,091,327	6.94%
Special & Reserve	1,623,637	159,350,791	160,974,428	44.53%
	<u>\$ 9,065,872</u>	<u>\$ 352,422,037</u>	<u>\$ 361,487,909</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 353,762,911

NOTE A - Investment amounts shown at book carrying value.

**Northern California Power Agency  
Treasurer's Report  
Cash Activity Summary  
August 31, 2021**

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
<b>NCPA FUNDS</b>							
Operating	\$ 88,900,382	\$ 69,846	\$ 9,158,003	\$ (27,702,575)	\$ (36,872,018)	\$ (34,043,189)	\$ (489,551)
Special Deposits	5,944,826	-	-	(34,655,235)	-	29,427,150	716,741
Construction	-	-	-	-	-	-	-
Debt Service	-	26	4,529,698	(4,526,875)	(5,577,327)	5,574,418	(60)
Special & Reserve	-	154,592	6,582,241	-	(5,829,868)	(958,379)	(51,414)
	<u>\$ 94,845,208</u>	<u>\$ 224,464</u>	<u>\$ 20,269,942</u>	<u>\$ (66,884,685)</u>	<u>\$ (48,279,213)</u>	<u>\$ -</u>	<u>\$ 175,716</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  
August 31, 2021**

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
<b>NCPA FUNDS</b>						
Operating	\$ 36,872,018	\$ (9,158,003)	\$ 6,017	\$ -	\$ -	\$ 27,720,032
Special Deposits	-	-	-	-	-	-
Construction	-	-	133	-	-	133
Debt Service	5,577,327	(4,529,698)	530	-	-	1,048,159
Special & Reserve	5,829,868	(6,582,241)	(22,908)	-	-	(775,281)
	<u>\$ 48,279,213</u>	<u>\$ (20,269,942)</u>	<u>\$ (16,228)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 27,993,043</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>16,228</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ 28,009,271</u>

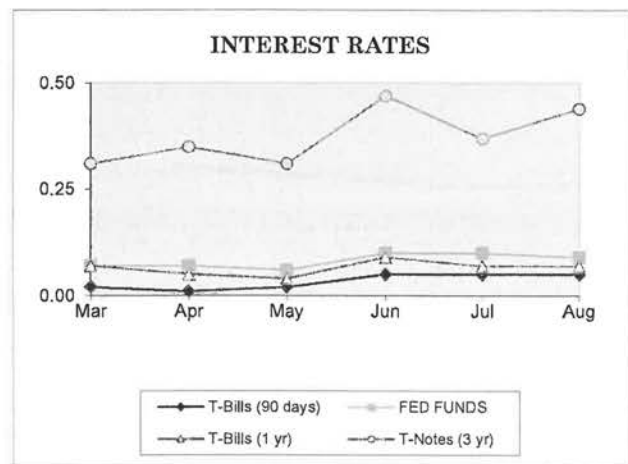
NOTE A -Investment amounts shown at book carrying value.



**Northern California Power Agency  
Interest Rate/Yield Analysis  
August 31, 2021**

	<b>WEIGHTED AVERAGE INTEREST RATE</b>	<b>BOND EQUIVALENT YIELD</b>
<b>OVERALL COMBINED</b>	<b>0.826%</b>	<b>0.838%</b>
<b>OPERATING FUNDS:</b>	<b>0.890%</b>	<b>0.836%</b>
<b>PROJECTS:</b>		
Geothermal	1.348%	1.257%
Capital Facilities	0.045%	0.046%
Hydroelectric	0.777%	0.784%
Lodi Energy Center	0.732%	0.595%

<b>KEY INTEREST RATES</b>		
	<b>CURRENT</b>	<b>PRIOR YEAR</b>
Fed Fds (Overnight)	0.09%	0.09%
T-Bills (90da.)	0.05%	0.11%
Agency Disc (90da.)	0.07%	0.17%
T-Bills (1yr.)	0.07%	0.13%
Agency Disc (1yr.)	0.07%	0.14%
T-Notes (3yr.)	0.44%	0.18%



**Northern California Power Agency  
Total Portfolio  
Investment Maturities Analysis  
August 31, 2021**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ -	\$ 3,928	\$ -	\$ 7,675	\$ 54,770	\$ 4,572	\$ 70,945	20.04%
Corporate Bonds (MTN)	-	1,495	3,150	10,655	1,000	56,888	-	73,188	20.68%
Municipal Bonds	-	2,055	-	1,000	-	29,578	585	33,218	9.38%
US Bank Trust Money Market	2,373	-	-	-	-	-	-	2,373	0.67%
Commercial Paper	3,525	-	-	-	-	-	-	3,525	1.01%
Investment Trusts (LAIF)	74,999	-	-	-	-	-	-	74,999	21.19%
Investment Trusts (CAMP)	58,369	-	-	-	-	-	-	58,369	16.50%
U.S.Treasury Market Acct. *	2,754	-	-	-	-	-	-	2,754	0.78%
U.S.Treasury Bill/Note	-	17,720	13,981	688	932	-	-	33,321	9.41%
Certificates of Deposit	-	10	-	-	500	750	-	1,260	0.36%
Total Dollars	\$ 142,020	\$ 21,280	\$ 21,059	\$ 12,343	\$ 10,107	\$ 141,986	\$ 5,157	\$ 353,952	100.00%
Total Percents	40.11%	6.01%	5.95%	3.49%	2.86%	40.11%	1.46%	100.00%	

Investments are shown at Face Value, in thousands.

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

# **NORTHERN CALIFORNIA POWER AGENCY**

## **Detail Report Of Investments**

### **APPENDIX**

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



# Northern California Power Agency

## Treasurer's Report

08/31/2021

### Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	0	0.050	07/01/2021	0		1	0.050	0	SYS70101	70101	0
Local Agency Investm	LAIF	32,002,602	0.322		32,002,602		1	0.322	32,002,602	SYS70000	70000	32,002,602
First American Govt.	USBGC	48,394	0.002		48,394		1	0.002	48,394	SYS70014	70014	48,394
US Bank	USB	2,224,809	0.001		2,224,809		1	0.001	2,224,809	SYS70050	70050	2,224,809
US Bank	USB	3,525,249	0.010	08/24/2017	3,525,249		1	0.010	3,525,249	SYS70056	70056	3,525,249
California Asset Mgm	CMP	58,368,685	0.050	10/19/2018	58,368,685		1	0.050	58,368,685	SYS70070	70070	58,368,685
American Honda Finan	USBGC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	8	3.149	1,000,300	02665WBG5	26669	999,695
US Bank	USB	10,000	0.050	07/07/2021	10,000	10/07/2021	36	0.050	10,000	SYS3026	30326	10,000
Procter & Gamble	USBGC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	158	3.060	1,009,090	742718DY2	26673	996,911
Johnson & Johnson	USBGC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	183	2.982	1,009,000	478160CD4	26671	996,506
TD Ameritrade	USBGC	500,000	2.950	05/15/2018	493,385	04/01/2022	212	3.315	505,800	87236YAE8	26601	499,005
PepsiCo Inc.	USBGC	500,000	2.250	03/21/2018	487,005	05/02/2022	243	2.924	505,935	713448DT2	26557	497,885
Apple Inc.	USBGC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	252	2.329	1,136,952	037833CQ1	26525	1,123,114
American Honda Finan	USBGC	500,000	2.600	06/12/2018	488,550	11/16/2022	441	3.157	513,660	02665WCA7	26614	496,875
Chevron Corp.	USBGC	500,000	2.355	03/21/2018	485,760	12/05/2022	460	3.008	510,840	166764AB6	26555	496,184
Visa Inc.	USBGC	400,000	2.800	08/03/2018	394,552	12/14/2022	469	3.135	411,588	92826CAC6	26647	398,394
Toyota Motor Credit	USBGC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	497	3.315	1,032,830	89236TEL5	26645	992,261
Simon Property Group	USBGC	500,000	2.750	05/15/2018	484,585	02/01/2023	518	3.464	514,355	828807CN5	26603	495,365
Exxon Mobil Corporat	USBGC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	546	3.068	1,031,440	30231GAR3	26648	995,232
John Deere Capital C	USBGC	500,000	2.800	06/12/2018	489,875	03/08/2023	551	3.264	519,060	24422ETG4	26613	496,762
Berkshire Hathaway I	USBGC	500,000	2.750	03/21/2018	492,280	03/15/2023	560	3.086	517,065	084670BR8	26554	497,616
United Parcel Servic	USBGC	500,000	2.500	05/15/2018	483,225	04/01/2023	577	3.248	516,595	911312BK1	26600	494,555
United Parcel Servic	USBGC	500,000	2.500	09/21/2018	483,120	04/01/2023	577	3.308	516,595	911312BK1	26677	494,097
Walmart, Inc.	USBGC	500,000	2.550	07/31/2019	507,870	04/11/2023	587	2.104	516,085	931142DH3	26848	503,432
Bank of NY Mellon Co	USBGC	500,000	3.500	05/15/2018	501,265	04/28/2023	604	3.443	526,235	06406RAG2	26602	500,424
Hershey Company	USBGC	500,000	3.375	06/12/2018	503,125	05/15/2023	621	3.236	524,500	427866AZ1	26615	501,082
Commonwealth of Mass	USBGC	500,000	0.508	07/09/2020	500,000	07/01/2023	668	0.507	502,310	57582RF84	27029	500,000
US Bank	USBGC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	691	3.399	1,056,550	90331HNV1	26646	1,000,000
Microsoft Corp.	USBGC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	706	3.172	1,031,750	594918BQ6	26672	979,126
JP Morgan	USBGC	500,000	3.875	02/15/2019	514,550	02/01/2024	883	3.561	540,450	46625HJT8	26760	507,088
East Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	1,065	0.878	501,925	275282PR6	27105	500,000
Federal Farm Credit	USBGC	2,300,000	1.890	09/27/2019	2,300,000	09/27/2024	1,122	1.890	2,301,495	3133EKU20	26888	2,300,000
Toyota Motor Credit	USBGC	1,000,000	2.150	09/27/2019	1,000,000	09/27/2024	1,122	2.323	1,000,730	89236TGH2	26887	1,000,000
CA St Dept of Wtr Re	USBGC	600,000	0.580	08/06/2020	600,000	12/01/2024	1,187	0.584	600,504	13067WRB0	27055	600,000
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,244	1.846	533,655	90331HMS9	26947	515,452
Federal National Mtg	USBGC	1,000,000	0.570	07/30/2020	1,000,000	01/29/2025	1,246	0.570	999,210	3136G4E74	27043	1,000,000
Federal National Mtg	USBGC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,372	0.710	999,920	3136G4WA7	27009	1,000,000
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	1,383	0.730	259,623	546486BV2	27178	260,000
Federal Home Loan Mt	USBGC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,393	0.700	500,945	3134GVR26	27015	500,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,399	0.629	498,615	592112UB0	27173	500,000



## Treasurer's Report

08/31/2021

## Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	1,399	0.990	503,305	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,399	0.787	500,390	977123X78	27041	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,430	0.992	1,001,590	275282PS4	27106	1,000,000
Federal Farm Credit	USBGC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,433	0.680	499,175	3133EL2U7	27052	500,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	1,539	0.542	999,410	3135GA4P3	27137	1,004,464
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,573	0.825	239,970	48128GY53	27138	250,000
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	1,602	0.699	488,640	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	1,638	0.500	372,825	3130AKXX9	27179	375,000
Federal Farm Credit	USBGC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,643	0.840	499,030	3133EMSK9	27196	500,000
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	1,650	0.800	1,101,936	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,717	1.079	503,515	91324PEC2	27230	501,600
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	1,730	1.250	1,698,453	06048WM31	27225	1,700,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,779	1.050	499,710	57629WDE7	27247	503,551
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,811	0.875	498,495	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	1,811	1.150	995,920	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	1,820	1.250	750,285	06048WN22	27255	750,000
Fund Total and Average		\$ 131,038,076	0.565		\$ 130,797,572		270	0.618	\$ 131,477,995			\$ 131,001,415

## MPP GHG Auction Acct

Local Agency Investm		81,483	0.322		81,483		1	0.322	81,483	SYS70045	70045	81,483
Fund Total and Average		\$ 81,483	0.322		\$ 81,483		1	0.322	\$ 81,483			\$ 81,483

## SCPA Balancing Account

Local Agency Investm	LAIF	14,476,467	0.322		14,476,467		1	0.322	14,476,467	SYS70022	70022	14,476,467
First American Govt.	USBGC	32,380	0.002		32,380		1	0.002	32,380	SYS70023	70023	32,380
Microsoft Corp.	USBGC	500,000	2.375	04/04/2018	492,295	02/12/2022	164	2.798	504,125	594918BA1	26574	499,106
TD Ameritrade	USBGC	500,000	2.950	04/03/2018	497,200	04/01/2022	212	3.100	505,800	87236YAE8	26571	499,591
Home Depot Inc.	USBGC	500,000	2.625	04/04/2018	494,290	06/01/2022	273	2.918	508,160	437076BG6	26572	498,970
Public Storage	USBGC	500,000	2.370	04/04/2018	483,705	09/15/2022	379	3.161	509,980	74460DAB5	26573	496,193
Visa Inc.	USBGC	250,000	2.800	07/24/2018	246,975	12/14/2022	469	3.096	257,243	92826CAC6	26632	249,114
Intel Corp	USBGC	500,000	2.700	06/22/2018	492,300	12/15/2022	470	3.070	515,735	458140AM2	26625	497,785
Toyota Motor Credit	USBGC	550,000	2.625	05/09/2018	536,294	01/10/2023	496	3.203	567,479	89233P7F7	26598	546,013
Cisco Systems Inc.	USBGC	500,000	2.600	06/22/2018	487,655	02/28/2023	545	3.170	518,170	17275RBE1	26624	496,068
Berkshire Hathaway I	USBGC	500,000	2.750	05/09/2018	490,280	03/15/2023	560	3.185	517,065	084670BR8	26596	496,916
United Parcel Servic	USBGC	500,000	2.500	06/22/2018	484,780	04/01/2023	577	3.191	516,595	911312BK1	26627	494,953
Nike Inc	USBGC	500,000	2.250	05/09/2018	480,350	05/01/2023	607	3.108	514,440	654106AC7	26597	493,421
Simon Property Group	USBGC	500,000	2.750	07/24/2018	484,725	06/01/2023	638	3.438	517,995	828807DD6	26631	494,492
Pfizer Inc	USBGC	500,000	3.000	06/22/2018	496,550	06/15/2023	652	3.150	523,755	717081DH3	26626	498,761
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,308	0.600	539,905	586145F74	27113	541,460





## Treasurer's Report

08/31/2021

## SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
State of Wisconsin	USBGC	400,000	0.650	03/17/2021	400,000	05/01/2025	1,338	0.649	400,104	97705MUK9	27202	400,000
Arizona Public Servi	USBGC	239,000	3.150	09/25/2020	263,631	05/15/2025	1,352	0.877	257,080	040555CS1	27073	258,676
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,369	0.952	500,615	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,399	0.932	500,405	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,399	0.610	498,615	592112UB0	27174	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	1,489	0.530	2,034,877	3133EMBJ0	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,489	0.530	2,039,853	3133EMBH4	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,621	0.699	497,145	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,625	0.530	495,970	3130AKWA0	27164	499,778
JP Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,630	0.500	933,800	46832FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	1,638	0.500	124,275	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	1,639	0.630	994,600	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,643	0.840	499,030	3133EMSK9	27197	500,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	1,650	0.800	1,652,904	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	1,758	1.199	500,300	06048WM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,779	1.050	499,710	57629WDE7	27248	503,551
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,820	1.250	50,019	06048WN22	27256	50,000
Fund Total and Average		\$ 33,867,847	0.944		\$ 33,813,632		685	0.979	\$ 34,004,596			\$ 33,893,695

## General Operating Reserve

Local Agency Investm	LAIF	20,555,591	0.322		20,555,591		1	0.322	20,555,591	SYS70000	70002	20,555,591
First American Govt.	USBGC	99,900	0.002		99,900		1	0.002	99,900	SYS70019	70019	99,900
US Bank	USB	0	0.000	07/01/2021	0		1	0.000	0	SYS70051	70051	0
California Asset Mgrn	CMP	512	0.050	12/14/2018	512		1	0.050	512	SYS70071	70071	512
NYC Transitional F	USBGC	1,555,000	2.900	04/15/2020	1,593,269	11/01/2021	61	1.285	1,562,075	64971Q7F4	26982	1,559,130
Microsoft Corp.	USBGC	400,000	2.375	04/26/2018	391,480	02/12/2022	164	2.972	403,300	594918BA1	26578	398,996
TD Ameritrade	USBGC	500,000	2.950	04/26/2018	492,950	04/01/2022	212	3.335	505,800	87236YAE8	26582	498,954
Apple Inc.	USBGC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	252	2.329	4,074,240	037833CQ1	26524	4,024,654
Federal Home Loan Ba	USBGC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	282	1.760	3,630,842	313379Q69	26467	3,584,650
PepsiCo Inc.	USBGC	500,000	3.100	04/26/2018	500,310	07/17/2022	319	3.083	510,315	713448CX4	26580	500,064
Visa Inc.	USBGC	500,000	2.800	04/26/2018	492,600	12/14/2022	469	3.145	514,485	92826CAC6	26584	497,946
US Bank, N.A.	USBGC	750,000	2.850	01/30/2019	741,900	01/23/2023	509	3.140	775,793	90331HNL3	26737	747,162
Bank of NY Mellon Co	USBGC	500,000	2.950	04/26/2018	491,790	01/29/2023	515	3.325	517,725	06406RAE7	26575	497,565
Praxair Inc	USBGC	500,000	2.700	04/26/2018	488,350	02/21/2023	538	3.225	514,850	74005PBF0	26581	496,441
Berkshire Hathaway I	USBGC	500,000	2.750	04/26/2018	488,920	03/15/2023	560	3.243	517,065	084670BR8	26576	496,510
United Parcel Servic	USBGC	500,000	2.500	04/26/2018	483,135	04/01/2023	577	3.245	516,595	911312BK1	26583	494,584
Chevron Corp.	USBGC	750,000	2.566	01/30/2019	738,750	05/16/2023	622	2.939	776,100	166764BK5	26740	745,525
Arizona Board of Reg	USBGC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	638	1.387	1,838,479	040484VN4	26984	1,803,999
Chevron Corp.	USBGC	500,000	3.191	02/07/2019	507,025	06/24/2023	661	2.847	522,680	166764AH3	26755	502,909
Walmart, Inc.	USBGC	500,000	3.400	02/07/2019	510,960	06/26/2023	663	2.864	527,335	931142EK5	26758	504,546
Montgomery Water Wor	USBGC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	730	1.020	2,205,253	613105KV6	26985	2,177,758



## Northern California Power Agency

## Treasurer's Report

08/31/2021

## General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Pfizer Inc	USBGC	500,000	3.200	01/30/2019	506,250	09/15/2023	744	2.908	527,995	717081EN9	26738	502,755
Honolulu City and Co	USBGC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	760	1.020	1,834,463	4386705V9	26983	1,810,508
Citibank NA	USBGC	500,000	3.650	02/07/2019	507,490	01/23/2024	874	3.319	535,995	17325FAS7	26756	503,615
JP Morgan	USBGC	500,000	3.875	02/07/2019	515,120	02/01/2024	883	3.535	540,450	46625HJT8	26757	507,332
US Bank, N.A.	USBGC	440,000	3.375	10/31/2019	462,862	02/05/2024	887	2.093	469,291	91159HHV5	26906	453,026
JP Morgan	USBGC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	1,004	1.356	1,017,730	46647PBQ8	27007	1,004,196
East Side Union High	USBGC	565,000	0.820	10/29/2020	565,000	08/01/2024	1,065	0.820	567,175	275282PR6	27107	565,000
Honolulu City and Co	USBGC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	1,065	1.058	1,551,255	438687KT1	26980	1,515,404
California State Uni	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	1,157	0.665	251,153	13077DMK5	27072	250,000
JP Morgan	USBGC	1,500,000	2.300	11/27/2019	1,500,000	11/27/2024	1,183	2.386	1,501,470	48128GM49	26912	1,500,000
Federal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,199	0.830	1,956,063	3130A3GE8	26962	1,932,275
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,244	1.846	533,655	90331HMS9	26951	515,452
W W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	1,263	1.161	516,220	384802AE4	27000	511,539
W W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	1,263	1.217	516,220	384802AE4	27005	510,586
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,308	0.600	539,905	586145F74	27114	541,460
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	1,308	1.038	1,029,050	899559QD3	27006	1,012,161
City of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	1,338	0.750	556,767	447025A56	27112	552,067
Arizona Public Servi	USBGC	264,000	3.150	09/25/2020	291,208	05/15/2025	1,352	0.877	283,972	040555CS1	27074	285,734
Honeywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	1,369	0.866	1,020,380	438516CB0	27008	1,017,690
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	1,369	1.299	436,737	471376FJ7	27011	437,767
Precision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	1,383	1.033	1,628,250	740189AM7	27017	1,628,006
JP Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	1,391	1.050	737,070	48128GU40	27024	750,000
Federal Home Loan Mt	USBGC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,393	0.700	500,945	3134GVR26	27016	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,399	0.845	500,405	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,399	0.774	500,390	977123X78	27042	500,000
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	1,430	0.940	816,296	275282PS4	27108	815,000
Federal Farm Credit	USBGC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,433	0.680	499,175	3133EL2U7	27053	500,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,447	0.600	998,960	3136G4G72	27056	1,000,000
Federal National Mtg	USBGC	1,000,000	0.600	08/26/2020	1,000,000	08/26/2025	1,455	0.600	997,310	3136G4X32	27060	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	1,477	0.570	996,970	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	1,489	0.530	1,990,100	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	1,489	0.530	1,711,486	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	1,489	0.520	994,840	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,517	0.540	498,420	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,546	0.798	982,090	06048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,552	0.560	498,120	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	1,561	1.060	1,509,801	40139LBC6	27223	1,508,268
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,573	0.825	239,970	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	1,581	0.599	498,005	3135G06Q1	27141	500,866
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,621	0.699	497,145	037833EB2	27169	500,000
JP Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,630	0.500	933,800	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	1,652	1.054	628,034	808513BF1	27220	625,725

## 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
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	1,657	0.841	997,620	3130ALEL4	27203	997,718
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	1,671	1.010	999,970	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	1,673	1.119	503,895	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,693	1.084	502,995	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	1,717	1.079	553,867	91324PEC2	27232	551,761
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	1,730	1.250	1,106,992	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	1,758	1.199	1,250,750	06048WM64	27228	1,250,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,779	1.050	999,420	57629WDE7	27249	1,007,103
Fund Total and Average		\$ 81,778,455	1.384		\$ 82,595,604		807	1.124	\$ 82,827,972			\$ 82,328,410
GRAND TOTALS:		\$ 246,765,861	0.890		\$ 247,288,291		505	0.836	\$ 248,392,046.			\$ 247,305,003

\*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 08/31/2021

Callable Dates:

Inv #		Inv #		Inv #	
26646	USB 6/23/2023	27056	FNMA Quarterly starting 8/18/2022	27171	JPM Quarterly starting 2/17/2023
26848	WMT 1/11/2023	27058	PHOGEN Anytime	27172	JPM Quarterly starting 2/17/2023
26887	TOY Semi-annually starting 09/27/2021	27060	FNMA Quarterly	27178	LOUIS Anytime
26888	FFCB Anytime starting 09/27/2021	27071	FAMC Semi-annually starting 09/17/2021	27179	FHLB 2/25/2022
26906	USBANK 1/5/2024	27072	CASHGR Anytime	27180	FHLB 2/25/2022
26912	JPM Quarterly starting 11/27/2021	27077	FFCB Anytime	27180	FFCB Anytime
26947	USBANK Anytime starting 12/27/2024	27078	FFCB Anytime starting 9/29/2021	27195	FHLB Quarterly
26951	USBANK Anytime starting 12/27/2024	27079	FFCB Anytime starting 9/29/2021	27196	FFCB Anytime
26960	FFCB Anytime	27080	FFCB Anytime	27197	FFCB Anytime
26980	HON Anytime	27081	FHLB Anytime	27200	FFCB Anytime starting 3/9/2023
26982	NYCGEN Anytime	27104	FHLMC Annually starting 10/27/2022	27201	FFCB Anytime starting 3/9/2023
26983	HON Anytime	27110	CASMED Anytime	27202	WIS Anytime
26984	AZSHGR Anytime	27113	MEMGEN Anytime	27203	FHLB Quarterly
27007	JPM 6/1/2023 and then starting on 5/1/2024	27114	MEMGEN Anytime	27213	FHLB Quarterly
27009	FNMA Quarterly	27122	BAC 11/25/2021	27215	FHLB 4/21/2023 only
27011	JAS 6/1/2024	27124	FFCB Anytime starting 12/1/2022	27216	ORSGEN Anytime
27015	FHLMC Annually	27125	BALGEN Anytime	27220	SCHW 2/11/2026
27016	FHLMC Annually	27126	BALGEN Anytime	27225	BAC Semi-annually starting 05/28/2022
27024	JPM Quarterly starting 6/23/2024	27137	FNMA Annually starting 11/18/2022	27226	BAC Semi-annually starting 05/28/2022
27029	MAS Anytime	27138	JPM Quarterly starting 12/22/2023	27227	BAC Semi-annually starting 06/25/2022
27041	WISTRN Anytime	27139	JPM Quarterly starting 12/22/2023	27228	BAC Semi-annually starting 06/25/2022
27042	WISTRN Anytime	27141	FNMA Quarterly starting 12/30/2021	27251	JPM Annually starting 8/17/2023
27043	FNMA Quarterly	27149	TOY 1/20/2025 and 7/20/2025	27252	FHLB Quarterly starting 8/17/2022
27052	FFCB Anytime	27164	FHLB Anytime	27255	BAC Semi-annually starting 08/26/2022
27053	FFCB Anytime	27168	APPL Anytime starting 1/8/2026	27256	BAC Semi-annually starting 08/26/2022
27055	CASWTR Anytime	27169	APPL Anytime starting 1/8/2026		



## Northern California Power Agency

## Treasurer's Report

08/31/2021

## GEO 2012 Construction Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
U.S. Treasury	USBT	911,000	0.029	07/23/2021	910,948	09/30/2021	29	0.030	910,973	912796F61	27233	910,978
Fund Total and Average		\$ 911,000	0.030		\$ 910,948		29	0.030	\$ 910,973			\$ 910,978

## Geo 2012A Debt Service

U.S. Treasury	USBT	126,000	0.030	07/23/2021	125,983	12/30/2021	120	0.030	125,979	912796A90	27235	125,987
U.S. Treasury	USBT	124,000	0.030	08/27/2021	123,987	12/30/2021	120	0.030	123,979	912796A90	27260	123,988
Fund Total and Average		\$ 250,000	0.030		\$ 249,970		120	0.030	\$ 249,958			\$ 249,975

## Geo 2016A Debt Service

U.S. Treasury	USBT	290,000	0.030	07/23/2021	289,961	12/30/2021	120	0.030	289,951	912796A90	27236	289,971
U.S. Treasury	USBT	290,000	0.030	08/27/2021	289,970	12/30/2021	120	0.030	289,951	912796A90	27261	289,971
Fund Total and Average		\$ 580,000	0.030		\$ 579,931		120	0.030	\$ 579,902			\$ 579,942

## Geothermal Special Reserve

First American Govt.	USBGC	5,000	0.002		5,000		1	0.002	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,528	0.480	1,485,626	3135G06G3	27167	1,497,475
Fund Total and Average		\$ 1,500,000	0.498		\$ 1,502,796		1523	0.458	\$ 1,490,626			\$ 1,502,475

## Geo Decommissioning Reserve

Local Agency Investm	LAIF	837,435	0.322		837,435		1	0.322	837,435	SYS70027	70027	837,435
First American Govt.	USBGC	298,730	0.002		298,730		1	0.002	298,730	SYS70034	70034	298,730
PNC Bank NA	USBGC	750,000	2.550	03/15/2018	735,450	12/09/2021	99	3.103	753,353	69353REY0	26553	748,939
Apple Inc.	USBGC	861,211	2.300	11/29/2017	860,117	05/11/2022	252	2.329	871,649	037833CQ1	26499	861,040
University of Califo	USBGC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	256	1.080	1,014,440	91412G2T1	27001	1,008,570
Wells Fargo Bank	USBGC	250,000	3.150	08/30/2018	250,000	08/30/2022	363	3.154	257,498	949763TL0A	30311	250,000
Great North Bank	USBGC	250,000	3.050	08/31/2018	250,000	08/31/2022	364	3.051	257,265	39103QAF3A	30310	250,000
Discover Bank	USBGC	250,000	3.150	09/06/2018	250,000	09/06/2022	370	3.152	257,608	254673TM8A	30313	250,000
John Deere Capital C	USBGC	750,000	2.800	03/15/2018	739,748	01/27/2023	513	3.104	776,588	24422ERT8	26550	747,039
Bank of NY Mellon Co	USBGC	750,000	2.950	03/15/2018	740,610	01/29/2023	515	3.229	776,588	06406RAE7	26549	747,280
Crook County School	USBGC	355,000	1.563	05/07/2020	356,211	06/15/2023	652	1.450	361,142	227183DH0	27003	355,697
Solano County CCD	USBGC	385,000	5.500	04/09/2020	434,938	08/01/2023	699	1.471	422,395	83412PCN0	26978	413,907
Enerbank USA	USBGC	250,000	3.200	08/30/2018	250,000	08/30/2023	726	3.203	264,200	29278TCP3A	30309	250,000
Citibank NA	USBGC	250,000	3.300	09/07/2018	250,000	09/07/2023	736	3.301	264,798	17312QS34A	30314	250,000
Federal Farm Credit	USBGC	1,590,000	0.875	04/08/2020	1,590,000	04/08/2024	950	0.875	1,597,235	3133ELVX9	26976	1,590,000



## Treasurer's Report

08/31/2021

## Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Sacramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,157	1.846	346,682	78607QAY1	26977	343,520
W W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,263	1.161	438,787	384802AE4	27002	434,808
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,369	0.952	500,615	13032UXM5	27111	500,000
Federal National Mtg	USBGC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,372	0.710	999,920	3136G4WA7	27010	1,000,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	1,399	1.372	763,485	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,399	0.610	498,615	592112UB0	27175	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,430	0.940	1,001,590	275282PS4	27109	1,000,000
Federal Home Loan Mt	USBGC	1,000,000	0.540	09/15/2020	1,000,000	09/15/2025	1,475	0.540	997,100	3134GWL38	27070	1,000,000
Federal Farm Credit	USBGC	565,000	0.530	09/29/2020	565,000	09/29/2025	1,489	0.530	562,203	3133EMBH4	27082	565,000
Federal Home Loan Mt	USBGC	1,500,000	0.530	10/15/2020	1,500,000	10/15/2025	1,505	0.530	1,494,375	3134GWY34	27101	1,500,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,808	12/10/2025	1,561	1.060	501,611	40139LBC6	27224	501,102
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	1,621	0.700	994,290	037833EB2	27162	1,000,000
Federal Farm Credit	USBGC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,643	0.840	499,030	3133EMSK9	27198	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,702	1.200	495,490	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	1,758	1.199	750,450	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,820	1.250	50,019	06048WN22	27258	50,000
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	3,103	2.078	597,747	64966QUX6	27219	583,272
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	3,449	1.360	979,330	3130AKX76	27163	1,000,000
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	3,457	1.460	967,266	31422XAU6	27177	972,000
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	3,457	1.482	597,078	31422XAU6	27246	598,811
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	3,618	1.704	1,988,720	3130AN7G9	27245	2,006,383
Fund Total and Average		\$ 24,859,376	1.492		\$ 24,932,365		1532	1.391	\$ 25,035,327			\$ 24,913,533
GRAND TOTALS:		\$ 28,100,376	1.348		\$ 28,176,010		1442	1.257	\$ 28,266,786.			\$ 28,156,903

\*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 08/31/2021

## Callable Dates:

Inv #		
26976	FFCB	Anytime starting 4/8/2022
26977	SCRWTR	Anytime
27001	UNVHGR	Anytime
27010	FNMA	Quarterly
27070	FHLMC	Quarterly starting 9/15/2022
27082	FFCB	Anytime starting 9/29/2021
27101	FHLMC	Annually starting 10/15/2021
27111	CASMED	Anytime
27162	APPL	Anytime starting 1/8/2026
27163	FHLB	Quarterly
27177	FAMC	Semi-annually starting 2/18/2022
27198	FFCB	Anytime
27218	JPM	Annually starting 4/30/2023
27219	NYC	Anytime
27229	BAC	Semi-annually starting 6/25/2022
27245	FHLB	Anytime starting 7/9/2022
27246	FAMC	Semi-annually starting 2/18/2022
27258	BAC	Semi-annually starting 8/26/2022





## Northern California Power Agency

## Treasurer's Report

08/31/2021

## Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	5,408,437	0.322		5,408,437		1	0.322	5,408,437	SYS70028	70028	5,408,437
First American Govt.	USBGC	33,863	0.002		33,863		1	0.002	33,863	SYS70031	70031	33,863
Branch Banking & Tru	USBGC	500,000	2.625	06/13/2018	488,420	01/15/2022	136	3.314	503,570	07330NAQ8	26618	498,799
Exxon Mobil Corporat	USBGC	500,000	2.397	06/13/2018	490,350	03/06/2022	186	2.946	503,915	30231GAJ1	26621	498,671
US Bank	USBGC	550,000	3.000	08/10/2018	546,607	03/15/2022	195	3.182	557,062	91159HHC7	26651	549,492
Public Storage	USBGC	500,000	2.370	03/14/2018	485,770	09/15/2022	379	3.051	509,980	74460DAB5	26546	496,717
Visa Inc.	USBGC	500,000	2.800	03/14/2018	494,470	12/14/2022	469	3.051	514,485	92826CAC6	26547	498,503
Toyota Motor Credit	USBGC	500,000	2.700	06/13/2018	489,100	01/11/2023	497	3.215	516,415	89236TEL5	26619	496,759
United Parcel Servic	USBGC	500,000	2.500	06/13/2018	484,900	04/01/2023	577	3.182	516,595	911312BK1	26620	495,019
Colgate-Palmolive Co	USBGC	550,000	2.100	08/09/2018	528,660	05/01/2023	607	2.985	565,994	19416QEC0	26652	542,477
J Paul Getty Trust	USBGC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	852	0.401	999,500	374288AB4	27161	1,000,000
Nashville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	1,065	1.029	252,113	592090GB4	27134	250,000
Califorina Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	1,126	0.683	100,227	13034AL57	27135	100,000
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,201	1.744	533,055	931142DV2	26960	514,207
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	1,331	0.839	560,287	06406RAN7	27221	559,831
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,356	0.675	500,635	31422BA26	27004	500,000
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	1,430	1.229	252,793	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	1,444	1.950	537,260	283734TC5	27131	545,065
Federal National Mtg	USBGC	440,000	0.600	08/26/2020	440,000	08/26/2025	1,455	0.600	438,816	3136G4X32	27059	440,000
Califorina Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	1,491	0.765	129,982	13034AL65	27132	130,000
Bank of America Corp	USBGC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,546	0.798	982,090	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,561	0.615	497,550	3135G06J7	27136	500,730
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,573	0.825	479,940	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	1,581	0.576	498,005	3135G06Q1	27148	501,347
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,625	0.530	495,970	3130AKWA0	27165	499,778
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	1,638	0.500	497,100	3130AKXX9	27181	500,000
Federal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,693	1.084	502,995	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,717	1.082	503,515	91324PEC2	27231	501,600
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,811	0.875	498,495	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	1,818	0.967	499,930	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,820	1.250	50,019	06048WN22	27257	50,000

## Fund Total and Average

\$ 19,307,300

1.171

\$ 19,309,979

824

1.188

\$ 19,440,593

\$ 19,361,295

## Hydro Initial Facilities

U.S. Treasury	USBT	4,236,000	0.030	07/23/2021	4,235,756	09/30/2021	29	0.030	4,235,873	912796F61	27234	4,235,898
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## Fund Total and Average

\$ 4,236,000

0.030

\$ 4,235,756

29

0.030

\$ 4,235,873

\$ 4,235,898



## Treasurer's Report

08/31/2021

## Hydro Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Hydro Debt Service												
U.S. Treasury	USBT	7,871,000	0.030	07/23/2021	7,869,951	12/30/2021	120	0.030	7,869,662	912796A90	27237	7,870,213
U.S. Treasury	USBT	614,000	0.030	08/27/2021	613,936	12/30/2021	120	0.030	613,896	912796A90	27262	613,939
Fund Total and Average		\$ 8,485,000	0.030		\$ 8,483,887		120	0.030	\$ 8,483,558			\$ 8,484,152

## Hydro 2018A Debt Service

U.S. Treasury	USBT	1,147,000	0.029	07/23/2021	1,146,847	12/30/2021	120	0.030	1,146,805	912796A90	27238	1,146,885
U.S. Treasury	USBT	1,145,000	0.030	08/27/2021	1,144,881	12/30/2021	120	0.030	1,144,805	912796A90	27263	1,144,886
Fund Total and Average		\$ 2,292,000	0.030		\$ 2,291,728		120	0.030	\$ 2,291,610			\$ 2,291,771

## Hydro 2019A Debt Service

U.S. Treasury	USBT	814,000	0.029	07/23/2021	813,891	12/30/2021	120	0.030	813,862	912796A90	27239	813,919
U.S. Treasury	USBT	813,000	0.030	08/27/2021	812,915	12/30/2021	120	0.030	812,862	912796A90	27264	812,919
Fund Total and Average		\$ 1,627,000	0.030		\$ 1,626,806		120	0.030	\$ 1,626,724			\$ 1,626,838

## Hydro 2012A Rebate Account

U.S. Treasury	USBT	747,000	0.035	08/27/2021	746,874	02/17/2022	169	0.035	746,828	912796L80	27269	746,877
Fund Total and Average		\$ 747,000	0.035		\$ 746,874		169	0.035	\$ 746,828			\$ 746,877

## Hydro Special Reserve

First American Govt.	USBGC	5,000	0.002		5,000		1	0.002	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,528	0.460	1,485,626	3135G06G3	27166	1,497,475
Fund Total and Average		\$ 1,500,000	0.498		\$ 1,502,796		1523	0.458	\$ 1,490,626			\$ 1,502,475

## Hydro 2012 DSRA

Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	134	2.380	3,960,210	3137EADB2	25852	3,927,935
U.S. Treasury	USBT	387,000	0.030	04/28/2021	386,892	03/24/2022	204	0.030	386,911	912796F38	27217	386,933
U.S. Treasury	USBT	301,000	0.020	07/23/2021	300,959	03/24/2022	204	0.020	300,931	912796F38	27243	300,965
Fund Total and Average		\$ 4,616,000	2.025		\$ 4,614,083		144	2.029	\$ 4,648,052			\$ 4,615,833

GRAND TOTALS:	\$ 42,810,300	0.777	\$ 42,811,909	482	0.784	\$ 42,963,864.	\$ 42,865,139
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\*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types.  
Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 08/31/2021

#### Callable Dates:

Inv #		
26950	WMT	Anytime starting 10/15/2024
27004	FAMCA	Semi-annually starting 5/19/2022
27059	FNMA	Quarterly
27121	BAC	11/25/2021 only
27131	ELPASO	Callable annually starting 8/15/2023
27132	FFCB	Anytime
27135	CASDEV	Anytime
27136	FNMA	Quarterly
27140	JPM	Quarterly starting 12/22/2023
27161	JPGETY	Anytime starting 10/1/2023
27165	FHLB	Anytime
27181	FHLB	2/25/2022 only
27214	FHLB	4/21/2023 only
27221	BK	3/24/2025
27253	FHLB	Quarterly starting 8/17/2022
27254	FHLB	Monthly starting 9/24/2021
27257	BAC	Semi-annually starting 8/26/2022



Northern California Power Agency

Treasurer's Report

08/31/2021

Cap Facilities 2019A Debt Svc

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USBT	721	0.010		721		1	0.010	721	SYS79017	79017	721
U.S. Treasury	USBT	423,000	0.045	08/27/2021	422,830	07/14/2022	316	0.045	422,767	912796K57	27265	422,833
Fund Total and Average		\$ 423,721	0.045		\$ 423,551		315	0.046	\$ 423,488			\$ 423,554
GRAND TOTALS:		\$ 423,721	0.045		\$ 423,551		315	0.046	\$ 423,488.			\$ 423,554

\*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 08/31/2021



## Northern California Power Agency

## Treasurer's Report

08/31/2021

## LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		85,145	0.322		85,145		1	0.322	85,145	SYS70046	70046	85,145
Fund Total and Average		\$ 85,145	0.322		\$ 85,145		1	0.322	\$ 85,145			\$ 85,145

## LEC Issue #1 2010B DS Fund

US Bank Trust	USB	168	0.010		168		1	0.010	168	SYS79004	79004	168
U.S. Treasury	USBT	4,988,000	0.030	07/23/2021	4,987,476	11/26/2021	86	0.030	4,987,401	912796H77	27240	4,987,643
U.S. Treasury	USBT	722,000	0.035	08/27/2021	721,936	11/26/2021	86	0.035	721,913	912796H77	27266	721,940
Fund Total and Average		\$ 5,710,168	0.031		\$ 5,709,580		86	0.031	\$ 5,709,482			\$ 5,709,751

## LEC Issue #2 2010B DS Fund

US Bank Trust	USB	889	0.010		889		1	0.010	889	SYS79012	79012	889
U.S. Treasury	USBT	2,940,000	0.030	07/23/2021	2,939,691	11/26/2021	86	0.030	2,939,647	912796H77	27241	2,939,789
U.S. Treasury	USBT	780,000	0.035	08/27/2021	779,931	11/26/2021	86	0.035	779,906	912796H77	27267	779,935
Fund Total and Average		\$ 3,720,889	0.031		\$ 3,720,511		86	0.031	\$ 3,720,442			\$ 3,720,613

## LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	1,334,000	0.030	07/23/2021	1,333,860	11/26/2021	86	0.030	1,333,840	912796H77	27242	1,333,904
U.S. Treasury	USBT	667,000	0.034	08/27/2021	666,941	11/26/2021	86	0.035	666,920	912796H77	27268	666,944
Fund Total and Average		\$ 2,001,000	0.032		\$ 2,000,801		86	0.032	\$ 2,000,760			\$ 2,000,848

## LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	267	0.010		267		1	0.010	267	SYS79005	79005	267
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	282	1.760	4,164,042	313379Q69	26463	4,111,067
U.S. Treasury	USBT	509,000	0.035	07/23/2021	508,835	06/16/2022	288	0.036	508,746	912796J42	27244	508,855
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,643	0.840	4,421,406	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,745	0.799	150,776	3130AN4T4	27270	150,527
Fund Total and Average		\$ 9,189,267	1.370		\$ 9,257,936		962	1.206	\$ 9,245,237			\$ 9,200,716

## LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	2,369,809	0.010	07/01/2021	2,369,809		1	0.010	2,369,809	SYS79006	79006	2,369,809
Fund Total and Average		\$ 2,369,809	0.010		\$ 2,369,809		1	0.010	\$ 2,369,809			\$ 2,369,809





## Treasurer's Report

08/31/2021

## LEC Issue #2 2010B DSR BABS

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
LEC Issue #2 2010B DSR BABS												
US Bank Trust	USB	841	0.010		841		1	0.010	841	SYS79013	79013	841
U.S. Treasury	USBT	1,142,000	0.035	08/27/2021	1,141,899	11/26/2021	86	0.035	1,141,863	912796H77	27271	1,141,905
Fund Total and Average		\$ 1,142,841	0.035		\$ 1,142,740		86	0.035	\$ 1,142,704			\$ 1,142,746

## LEC O &amp; M Reserve

Local Agency Investm		1,551,917	0.322		1,551,917		1	0.322	1,551,917	SYS70047	70047	1,551,917
First American Govt.	USBGC	5,907	0.002		5,907		1	0.002	5,907	SYS70041	70041	5,907
Toyota Motor Credit	USBGC	495,000	1.800	02/03/2020	496,995	10/07/2021	36	1.555	495,757	89236TGJ8	26953	495,119
Memphis Center City	USBGC	500,000	5.530	04/27/2020	533,880	11/01/2021	61	1.000	504,405	58607ECD4	26986	503,737
US Bank, N.A.	USBGC	595,000	2.650	05/31/2019	598,290	05/23/2022	264	2.456	604,461	90331HPC1	26822	595,804
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,187	1.776	506,729	14912L6G1	26952	486,252
Nashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,399	0.610	498,615	592112UB0	27176	500,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,427	0.579	999,150	3136G4D75	27047	1,000,783
Federal Farm Credit	USBGC	2,000,000	0.670	08/04/2020	2,000,000	08/04/2025	1,433	0.670	1,997,000	3133EL2S2	27054	2,000,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,447	0.600	998,960	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,489	0.530	746,288	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,489	0.530	666,684	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,621	0.699	497,145	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,702	1.200	495,490	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,779	1.050	999,420	57629WDE7	27250	1,007,103
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,820	1.250	100,038	06048WN22	27259	100,000
Fund Total and Average		\$ 11,632,824	1.133		\$ 11,711,778		1112	0.841	\$ 11,667,966			\$ 11,666,622
GRAND TOTALS:		\$ 35,851,943	0.732		\$ 35,998,300		638	0.595	\$ 35,941,545.			\$ 35,896,250

\*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 08/31/2021

## Callable Dates:

Inv #		
26822	USB	Anytime starting 4/22/2022
27047	FHLMC	Quarterly starting 7/29/2022
27054	FFCB	Anytime
27057	FNMA	Quarterly starting 8/18/2022
27083	FFCB	Anytime starting 9/29/2021
27084	FFCB	Anytime
27170	APPL	Anytime starting 1/8/2026
27199	FFCB	Anytime
27222	JPM	Annually starting 4/30/2023
27259	BAC	Semi-annually starting 8/26/2022



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# Commission Staff Report

**COMMISSION MEETING DATE:** October 1, 2021

**SUBJECT:** McHale & Associates, Inc. – Five Year Multi-Task Consulting Services Agreement for Plant Performance Improvement Consulting Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

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

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

Approve Resolution 21-87 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with McHale & Associates, Inc. for plant performance improvement consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

## **BACKGROUND:**

Plant performance improvement consulting services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. McHale & Associates, Inc., is a new vendor for NCPA. NCPA's Geothermal Plant Manager has working knowledge of this vendor, and considers this vendor to be an expert in the industry. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. Additionally, adding this vendor will increase the pool of qualified vendors for these types of services. NCPA has agreements in place for similar services with Power Engineers, Inc., Worley Group, Inc., and Black & Veatch Corporation

## **FISCAL IMPACT:**

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

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

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

## **COMMITTEE REVIEW:**

On September 1, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On September 13, 2021 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", with a stylized flourish at the end.

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 21-87
- Multi-Task Consulting Services Agreement with McHale & Associates, Inc.

**RESOLUTION 21-87**

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

**(reference Staff Report #214:21)**

WHEREAS, plant performance improvement 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, McHale & Associates, Inc., is a provider of these services; and

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

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

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

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

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

\_\_\_\_\_  
DAVID HAGELE  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY





**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
MCHALE & ASSOCIATES, INC.**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and McHale & Associates, Inc., a corporation with its office located at 11241 Willows Road, NE Suite 210, Redmond, WA 98052 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2021 ("Effective Date") in Roseville, California.

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

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



Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven day period specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

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

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

Invoices shall be sent to:

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

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

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

**Section 3. EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all 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.** In no event will Consultant's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the limits of insurance provided under this Agreement.

Consultant shall indemnify, to the extent permitted by law, 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.

Consultant will not be liable to the Agency pursuant to this agreement for any amounts representing loss of profit, loss of business or indirect, consequential, exemplary, or punitive damages of the Agency. Responsibility for ensuring the proper design, installation, operation, and maintenance of plant systems and components and for safeguarding the integrity of plant systems and components will at all times remain with 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; and
- 8.4.3** Retain a different consultant to complete the Services not finished by Consultant.

## **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.**

**9.4.4.1** Receiving Party shall have access to the Confidential Information provided by Disclosing Party, including Agency, or Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members, only during the term of this Agreement, and shall return all Confidential Information provided under this Agreement upon its termination, or at any time upon the request of Disclosing Party, as described in Section 9.4.4.2.

**9.4.4.2** Disclosing Party may at any time request that Receiving Party promptly return or destroy any or all documents or other materials containing Confidential Information, and Receiving Party shall immediately comply with any such request. Notwithstanding the return or destruction of the Confidential Information as contemplated by this Section 9.4.4.2, Receiving Party and its Representatives will continue to be bound by the terms of this Agreement with respect thereto, including all obligations of confidentiality.

**9.4.4.3 Survival.** Consultant's obligations of confidentiality and non-circumvention under this Section 9.4 shall survive the termination of this Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

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

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

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

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

Attention: Michael P. McHale, President  
McHale & Associates, Inc.  
11241 Willows Road NE, Building C, Suite 210  
Redmond, WA 98052

Telephone: (425) 883-2058  
Facsimile: (425) 881-8480  
Email: Mike.McHale@McHale.com

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.

#### **10.16 Identity Information Protection.**

**10.16.1.1** During the term of the Agreement the Consultant shall not collect, process or store any Private Information (PI) and Personally Identifiable Information (PII), except the name and address of an individual.

**10.16.1.2** Personal information (PI) is defined as an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(1) Social security number; (2) Driver's license number or California Identification Card number; (3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account,

"Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

Personally Identifiable Information (PII), as used in information security, is information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual.

**10.17 Supply Chain Cyber Security.** In accordance with the provisions of this Agreement, Consultant agrees to notify Agency by telephone or email whenever a Security Incident is discovered. "Security Incident" means any circumstance when (i) Consultant knows or reasonably believes that Confidential Information received from Disclosing Party and stored by Receiving Party in the course of Consultant's performance of Services under this Agreement, has been disclosed to unauthorized persons; (ii) Consultant knows or reasonably believes that the cybersecurity of the Consultant software products provided under this Agreement or any related License Agreement, has been compromised. Within seven (7) calendar days of notification of any such "Security Incident", Consultant will provide follow-up documentation to Agency that will include a description of the breach, potential security impact, root cause, and recommended corrective actions to be taken by Agency and Consultant. Consultant's total cumulative liability under the Agreement for material breach of its obligations under this section, shall be limited to Agency's direct damages resulting from the breach, in an

amount not to exceed the greater of the software license fees paid Consultant within 12 months preceding the date the claim arose, or \$250,000, whichever is greater.

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

NORTHERN CALIFORNIA POWER AGENCY

MCHALE & ASSOCIATES, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
**Michael McHale, President**

Attest:

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

Approved as to Form:

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

## **EXHIBIT A**

### **SCOPE OF SERVICES**

McHale & Associates, Inc. ("Consultant") shall provide plant performance improvement consulting services, as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed amount set forth in Section 2. Consultant will provide services on a time and materials services basis. When the services are known and well defined, a lump sum price contract may be negotiated.

#### LABOR RATES

The labor rates below for Consultant's assigned personnel are based on an 8-hour weekday and will be effective for the 2021 calendar year. For subsequent years, labor rates will be increased for inflation as determined by the U.S. Department of Labor Producer Price Index. The daily and hourly rates breakdown is as follows:

Role	Daily	Hourly
Principal Consultant	\$2,088	\$261
Senior Consultant	\$1,864	\$233
Consultant	\$1,640	\$205
Principal Performance Engineer	\$1,416	\$177
Project Manager	\$1,416	\$177
Senior Performance Engineer	\$1,152	\$144
Performance Engineer	\$1,000	\$125
Senior Lead Technician	\$992	\$124
Senior Technician	\$792	\$99
Associate Performance Engineer	\$768	\$96
Technician	\$664	\$83
Engineering Aide	\$616	\$77
Senior Environmental Engineer	\$1,032	\$129
Project Lead / Sr. Project Manager	\$952	\$119
Site Lead / Project Manager	\$856	\$107
Test Supervisor / Chemist	\$744	\$93
Senior Technician / Test Engineer	\$672	\$84
Technician	\$496	\$62
CTI Project / Program Manager	\$1,224	\$153
CTI Lead Tester (licensed)	\$992	\$124
CTI Engineer (non licensed)	\$896	\$112
CTI Instrumentation Technician (licensed)	\$776	\$97
CTI Instrumentation Technician (non licensed)	\$696	\$87

## INVOICING

Invoicing for work services will be based on labor rates shown in the table above.

- 1) Work service rates are as defined below:
  - a) Work services that are performed during the standard 8-hour workday (non-weekend, non-holiday) shall be invoiced at a 1.00 multiplier.
  - b) Work services that extend beyond the standard 8-hour workday (overtime) shall be invoiced at a 1.50 multiplier.
  - c) Work services that are performed on the weekend (Saturday/Sunday or as customary for the country) shall be invoiced at a 1.50 multiplier.
  - d) Work services that are performed during holiday periods shall be invoiced at a 2.0 multiplier.
  - e) Work services for which Consultant personnel participate in legal proceedings, whether or not as a witness, shall be invoiced at a 1.50 multiplier.
  - f) Work services that are performed outside of the Consultant's offices in support of the Agency scope shall be invoiced at a minimum of the daily (8-hour) rates.
- 2) Travel Time (project specific) shall be invoiced at:
  - a) Weekday travel shall be invoiced a minimum of the daily (8 hour) rate. Should travel time extend beyond the 8 hours, the additional travel time shall be invoiced at a 1.50 multiplier.
  - b) Weekend travel shall be invoiced a minimum of the daily (8 hour) rate with a 1.50 multiplier. Should travel time extend beyond 8 hours, the additional travel time shall be invoiced at a 1.50 multiplier.
  - c) Holiday Period travel shall be invoiced a minimum of the daily (8 hour) rate with a 2.0 multiplier. Should travel time extend beyond 8 hours, the additional travel time shall be invoiced at a 2.0 multiplier.
- 3) Standby Time shall be invoiced at:
  - a) Standby Time, when work services are not being performed (weekdays, weekends), shall be invoiced at the daily (8-hour) rates.
  - b) Standby Time is based on the daily (8-hour) rates with no additional multiplier applied for weekends.
  - c) Standby Time during holiday periods shall be invoiced at a 2.0 multiplier for the daily (8-hour) rates.

## TRAVEL, LIVING, MEALS AND INCIDENTAL EXPENSES

Travel, Living, Meals and Incidental Expenses shall be invoiced at actual cost plus 10% and/or per diem basis. These costs include, but are not limited to:

- a) Travel costs.
- b) Trip home for personnel at job site locations following 30 consecutive days at the site, including travel time.
- c) Reasonable and actual hotel or temporary accommodation costs.
- d) Rental vehicle costs if personal vehicles are not utilized.
- e) If personal vehicles are utilized, mileage reimbursement and invoicing shall be in accordance with U.S. Standard Mileage Business rates.
- f) Meals and incidentals shall be at reasonable and actual costs or Per Diem. Per Diem for meals and incidentals (M&IE) will be determined in accordance with the full daily limits specified on the United States (US) General Services Administration (GSA) website <http://gsa.gov/government> for project location and time period services are rendered.
- g) Costs and personnel time for project specific training requirements.
- h) Costs and personnel time expended for project specific background investigation, fitness for duty screening, medical screening and/or other project specific requirements.
- i) Costs and personnel time for VISA and migration documentation inclusive of travel costs associated with consulate visits and/or immunizations.

## HOLIDAYS

Holiday Periods for 2021 will be (similar periods will apply for other years):

Memorial Day:	May 29th – 31st, 2021
Independence Day:	July 3rd – 5th, 2021
Labor Day:	September 4th – 6th, 2021
Thanksgiving Day:	November 25th – 28th, 2021
Christmas/New Year's:	December 25th, 2021 – January 2nd, 2022

## CANCELLATION AND RESCHEDULING FEES

In the event that services are cancelled or rescheduled by the Agency, advanced written notice must be provided to Consultant. Additional fees will apply for labor and expenses as shown in the follows table:



		Cancellation and Rescheduling Fees		
		> 30 Calendar Days' Notice	30 Calendar Days' to 7 Calendar Days' Notice	< 7 Calendar Days' Notice
Cancellation Fees	Invoiced Costs to Date (Note 1)	Invoiced Costs to Date (Note 1)	Invoiced Costs to Date (Note 1)	
	Demonstrated Costs (Note 2)	Demonstrated Costs (Note 2)	Demonstrated Costs (Note 2)	
Rescheduling Fees	Invoiced Costs to Date (Note 1)	Invoiced Costs to Date (Note 1)	Invoiced Costs to Date (Note 1)	(per occurrence)
	Demonstrated Costs (Note 2)	Demonstrated Costs plus 10% (Note 2)	Demonstrated Costs plus 10% (Note 2)	
	\$0	\$0	15% of rescheduled Task Value	

**Notes**

- 1) All invoiced costs to date are due, including (but not limited to) those for services, expenses and support.
- 2) All demonstrated costs associated with the cancellation or rescheduling are due, including (but not limited to) mobilization/demobilization costs, logistics (travel) fees, and subcontractor costs.

## EXPEDITING FEES

In the event that Services and/or deliverables are requested to be expedited by the Agency with less than seven (7) calendar days' written notice to Consultant to perform these Services, and Consultant determines that this expedited request can be completed in the requested time frame, the following expediting fees shall apply:

- 1) Time and materials services contracts: The Agency shall be invoiced at the identified labor rates with a 1.50 multiplier for any time and materials services and/or deliverables the Agency has requested to be expedited.
- 2) Lump sum services contracts: The Agency shall be invoiced at the agreed lump sum price increased by a 1.50 multiplier or the actual time and materials efforts expended with a 1.50 multiplier, whichever is greater, for the Services and/or deliverables the Agency has requested to be expedited.
- 3) The Agency shall be invoiced at actual cost plus 10% for all costs and expenses incurred by Consultant resulting from the expedited Services request.

## TAXES & DUTIES

All services rates include the applicable U.S. Federal and state taxes. Any other taxes or duties levied on Consultant or those withheld from payment to Consultant shall be the Agency's responsibility and shall be invoiced to the Agency.

Pricing for specific services to be performed by Consultant 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. In addition, NCPA policies prohibit reimbursement for alcohol.

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, \_\_\_\_\_  
Michael P. McHale, President

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

\_\_\_\_\_  
McHale & Associates, Inc.

for contract work at:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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



# Commission Staff Report

**COMMISSION MEETING DATE:** October 1, 2021

**SUBJECT:** Famand, Inc. dba Indoor Environmental Services – Five Year Multi-Task General Services Agreement for Heating, Ventilation and Air-conditioning (“HVAC”) Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

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

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

## **RECOMMENDATION:**

Approve Resolution 21-88 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Famand, Inc. dba Indoor Environmental Services for heating, ventilation and air-conditioning ("HVAC") maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

## **BACKGROUND:**

Heating, ventilation and air-conditioning ("HVAC") maintenance, servicing of heat exchangers and compressors, and replacement of filters and belts are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA currently has an agreement in place with Famand Inc. dba SitelogIQ to provide these services. Effective April 30, 2021, Famand, Inc. dba SitelogIQ no longer provides HVAC maintenance services; moving forward, those services will be the responsibility of Famand, Inc. dba Indoor Environmental Services. NCPA will be issuing a First Amendment to the current Multi-Task General Services agreement with Famand, Inc. dba SitelogIQ, updating the Scope of Work to reflect this change.

NCPA now desires to enter into a separate Multi-Task General Services Agreement with Famand, Inc. dba Indoor Environmental Services for HVAC maintenance services. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with ACCO Engineered Systems, Inc., Mesa Energy Systems, Inc. dba EMCOR Services, and Johnson Controls, Inc.

## **FISCAL IMPACT:**

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

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

On September 1, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On September 13, 2021 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 21-88
- Multi-Task General Services Agreement with Famand, Inc. dba Indoor Environmental Services



**RESOLUTION 21-88**

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

**(reference Staff Report #215:21)**

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

WHEREAS, Famand, Inc. dba Indoor Environmental Services is a provider of these services; and

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

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

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

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

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

\_\_\_\_\_  
DAVID HAGELE  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
FAMAND INC., DBA INDOOR ENVIRONMENTAL SERVICES (IES)**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Famand, Inc., dba Indoor Environmental Services (IES), a corporation with its office located at 1512 Silica Avenue, Sacramento, CA 95815 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2021 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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



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

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

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

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

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

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

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

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

**4.3 Professional Liability Insurance.** Not Required

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

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

**4.5 All Policies Requirements.**

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

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

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

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

**4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the

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

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

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

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 5.3 Transfer of Title.** If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site



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

## **Section 6. STATUS OF CONTRACTOR.**

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

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

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

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

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

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

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

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

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

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

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

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

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



## **Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

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

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

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

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

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

**9.4 Confidential Information and Disclosure.**

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

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

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

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

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

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

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

## **Section 10. PROJECT SITE.**

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

**10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to



have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

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

## **Section 11. WARRANTY.**

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

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

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

- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

**Section 13. MISCELLANEOUS PROVISIONS.**

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

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

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

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

Kyle Perry  
Regional Account Manager  
Famand, Inc., dba Indoor Environmental Services  
1512 Silica Avenue  
Sacramento, CA 95815

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE



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

NORTHERN CALIFORNIA POWER AGENCY

FAMAND INC., DBA INDOOR  
ENVIRONMENTAL SERVICES (IES)

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
**JOHN ANDERSON, CFO**

Attest:

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

Approved as to Form:

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

**EXHIBIT A**  
**SCOPE OF WORK**

Famand, Inc., dba Indoor Environmental Services (IES), ("Contractor") shall provide the heating, ventilation and air-conditioning ("HVAC") services, and any miscellaneous maintenance, including, but not limited to the following, as requested by Agency at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members:

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

All services identified above shall be promptly provided by Contractor to Agency as directed by Agency and in accordance with all Agency specifications.

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

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

## **EXHIBIT B**

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

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

Regular Time	\$195.00 per hour
Overtime	\$292.50 per hour
Holiday / Sunday	\$390.00 per hour
Truck Charge	\$75.00 per service call

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

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

\_\_\_\_\_  
(Name of person signing affidavit)(Title)

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

\_\_\_\_\_  
(Company name)

for contract work at:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

**EXHIBIT D**  
**CERTIFICATION**

**Affidavit of Compliance for Hazardous Materials Transport Vendors**

I, \_\_\_\_\_,  
(Name of person signing affidavit)(Title)

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

\_\_\_\_\_  
(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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



## EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: \_\_\_\_\_ Name of Employer \_\_\_\_\_  
\_\_\_\_\_  
(Authorized Officer & Title)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_



# Commission Staff Report

**COMMISSION MEETING DATE:** October 1, 2021

**SUBJECT:** Famand, Inc., dba SitelogIQ – First Amendment to Five Year Multi-Task General Services Agreement for Energy, Solar, Lighting Technology and Advanced Controls Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

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

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

## **RECOMMENDATION:**

Approve Resolution 21-89 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Famand, Inc., dba SitelogIQ for energy, solar, lighting technology and advanced controls services, updating the Scope of Work with no changes to the contract term or not to exceed amount, with any non-substantial changes recommended and approved by the NCPA General Counsel, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

## **BACKGROUND:**

Energy, solar, lighting technology and advanced controls services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA entered into a five year Multi-Task General Services Agreement with Famand, Inc., dba SitelogIQ, effective April 17, 2020, for HVAC related services. On April 30, 2021, Famand, Inc. dba SitelogIQ relinquished the mechanical HVAC services to Famand, Inc. dba Indoor Environmental Services, and will no longer be providing HVAC maintenance services. NCPA now desires to enter into a First Amendment to the Multi-Task General Services Agreement to update the Scope of Work to reflect these changes. NCPA has agreements in place for similar services with Knight Electric, Inc., Tesco Controls, Inc., JEGO Systems, Schneider Electric USA, Inc., and Vince Sigal Electric, Inc.

## **FISCAL IMPACT:**

Upon execution, the total not to exceed amount of the agreement will remain the unchanged at not to exceed \$1,000,000. 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 September 1, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On September 13, 2021 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (3):

- Resolution 21-89
- Multi-Task General Services Agreement with Famand, Inc., dba SitelogIQ
- First Amendment to Multi-Task General Services Agreement with Famand, Inc., dba SitelogIQ

RESOLUTION 21-89

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

(reference Staff Report #216:21)

WHEREAS, Northern California Power Agency (NCPA) and Famand, Inc., dba SitelogIQ entered into a Multi-Task General Services Agreement effective April 17, 2020, for Famand, Inc., dba SitelogIQ to provide heating, ventilation and air-conditioning ("HVAC") maintenance services, for use at any facilities owned and/or operated by NCPA, NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, effective April 30, 2021, Famand, Inc., dba SitelogIQ, Inc. relinquished the mechanical HVAC services to Famand, Inc., dba Indoor Environmental Services, and will no longer be providing HVAC maintenance services; and

WHEREAS, NCPA now desires to enter into a First Amendment to the current Multi-Task General Services Agreement with Famand, Inc., dba SitelogIQ to update the Scope of Work to reflect these changes; 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, updating the Scope of Work with no change to the contract term or not to exceed amount, with any non-substantial changes as approved by the NCPA General Counsel, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

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

	<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  
FAMAND INC DBA SITELOGIQ**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Famand Inc dba SiteLogIQ, a corporation with its office located at 1512 Silica Avenue, Sacramento, CA 95815 ("Contractor") (together sometimes referred to as the "Parties") as of April 17, 2020 ("Effective Date") in Roseville, California.

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

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



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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

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

**4.3 Professional Liability Insurance.** Not Applicable

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

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

**4.5 All Policies Requirements.**

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

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

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

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

**4.5.5 Waiver of Subrogation.** Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the



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

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

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

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.
- 5.3 Transfer of Title.** If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site

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

## **Section 6. STATUS OF CONTRACTOR.**

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

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

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

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

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

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

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

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



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

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

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

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

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

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

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

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



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

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

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

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

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

## **Section 10. PROJECT SITE.**

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

**10.2** **Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to



have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

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

## **Section 11. WARRANTY.**

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

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



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

- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

**Section 13. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SIGNATURES ON FOLLOWING PAGE**

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

NORTHERN CALIFORNIA POWER AGENCY

Date 4/17/20

Randy S. Howard  
RANDY S. HOWARD, General Manager

FAMAND INC DBA SITELOGIQ

Date 4/17/20

Justin R. Payton  
JUSTIN R. PAYTON  
LISA SIREN, Director of Sales

Attest:

Carol R. Smith  
Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt  
Jane E. Luckhardt, General Counsel



## Michelle Schellentrager

---

**From:** Jane Luckhardt  
**Sent:** Thursday, April 16, 2020 1:04 PM  
**To:** Lisa Sires; Steven Mason  
**Cc:** Joel Ledesma; Marc Pelletier; Cary Padgett; Linda Stone; Michelle Schellentrager; Cheryl Bolt  
**Subject:** RE: Famand Inc DBA Sitelogiq

Thank you!

Jane

**Jane Luckhardt**  
*General Counsel*

**Northern California Power Agency\***  
*A Public Agency*  
651 Commerce Drive  
Roseville, CA 95678-6411  
T: 916-781-3636  
E: [jane.luckhardt@ncpa.com](mailto:jane.luckhardt@ncpa.com)  
[www.ncpa.com](http://www.ncpa.com)

\*NCPA is a nonprofit California joint powers agency established in 1968 to construct and operate renewable and low-emitting generating facilities and assist in meeting the wholesale energy needs of its 16 members: the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, Shasta Lake, and Ukiah, Plumas-Sierra Rural Electric Cooperative, Port of Oakland, San Francisco Bay Area Rapid Transit (BART), and Truckee Donner Public Utility District—collectively serving nearly 700,000 electric consumers in Central and Northern California.

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**From:** Lisa Sires <Lisa.Sires@Sitelogiq.com>  
**Sent:** Thursday, April 16, 2020 12:59 PM  
**To:** Jane Luckhardt <Jane.Luckhardt@ncpa.com>; Steven Mason <Steven.Mason@ncpa.com>  
**Cc:** Joel Ledesma <Joel.Ledesma@ncpa.com>; Marc Pelletier <Marc.Pelletier@ncpa.com>; Cary Padgett <Cary.Padgett@ncpa.com>; Linda Stone <Linda.Stone@ncpa.com>; Michelle Schellentrager <Michelle.Schellentrager@ncpa.com>; Cheryl Bolt <Cheryl.Bolt@ncpa.com>  
**Subject:** RE: Famand Inc DBA Sitelogiq

Hi Jane,

Yes the information below is accurate.

Thank you!  
Lisa

**Lisa Sires** | Director of Sales - Mechanical Services Division | 707.477.5687

**From:** Jane Luckhardt <[Jane.Luckhardt@ncpa.com](mailto:Jane.Luckhardt@ncpa.com)>  
**Sent:** Thursday, April 16, 2020 12:41 PM  
**To:** Lisa Sires <[Lisa.Sires@Sitelogiq.com](mailto:Lisa.Sires@Sitelogiq.com)>; Steven Mason <[Steven.Mason@ncpa.com](mailto:Steven.Mason@ncpa.com)>  
**Cc:** Joel Ledesma <[Joel.Ledesma@ncpa.com](mailto:Joel.Ledesma@ncpa.com)>; Marc Pelletier <[Marc.Pelletier@ncpa.com](mailto:Marc.Pelletier@ncpa.com)>; Cary Padgett <[Cary.Padgett@ncpa.com](mailto:Cary.Padgett@ncpa.com)>; Linda Stone <[Linda.Stone@ncpa.com](mailto:Linda.Stone@ncpa.com)>; Michelle Schellentrager <[Michelle.Schellentrager@ncpa.com](mailto:Michelle.Schellentrager@ncpa.com)>; Cheryl Bolt <[Cheryl.Bolt@ncpa.com](mailto:Cheryl.Bolt@ncpa.com)>  
**Subject:** RE: Famand Inc DBA Sitelogiq

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

Lisa –

My name is Jane Luckhardt, and I am the General Counsel at NCPA. If you could please confirm the following two items in response to this email, we can then have NCPA's General Manager sign and execute the Multi-Task General Services Agreement Between The Northern California Power Agency and Famand Inc. DBA SiteLogic.

- Justin Payton, is the Customer Service Manager of Famand Inc. dba SiteLogic, and
- You are giving Justin Payton authority to sign this contract on your behalf.

Thank you for your help.

Best,

Jane

**Jane Luckhardt**  
*General Counsel*

**Northern California Power Agency\***  
*A Public Agency*  
651 Commerce Drive  
Roseville, CA 95678-6411  
T: 916-781-3636  
E: [jane.luckhardt@ncpa.com](mailto:jane.luckhardt@ncpa.com)  
[www.ncpa.com](http://www.ncpa.com)

\*NCPA is a nonprofit California joint powers agency established in 1968 to construct and operate renewable and low-emitting generating facilities and assist in meeting the wholesale energy needs of its 16 members: the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, Shasta Lake, and Ukiah, Plumas-Sierra Rural Electric Cooperative, Port of Oakland, San Francisco Bay Area Rapid Transit (BART), and Truckee Donner Public Utility District—collectively serving nearly 700,000 electric consumers in Central and Northern California.

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## **EXHIBIT A**

### **SCOPE OF WORK**

Famand Inc dba SitelogiQ, ("Contractor") shall provide the heating, ventilation and air-conditioning ("HVAC") services, and any miscellaneous maintenance, as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA Members.

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

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

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

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

## **EXHIBIT B**

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

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

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

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

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, JUSTIN R. PAYTON - CUSTOMER SERVICE MANAGER

(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

SITELOGIQ


(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 7th day of APRIL, 20 20.

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



**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

**Affidavit of Compliance for Hazardous Materials Transport Vendors**

I, \_\_\_\_\_,

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

DATED: 4/7/20

Name of Employer

SITELOGIQ

JUSTIN PAULIN <sup>CUSTOMER SERVICE</sup>  
MANAGER  
(Authorized Officer & Title)

1512 SILICA AVE.  
(Address)

SACRAMENTO, CA  
95815



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

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Famand Inc dba SitelogIQ ("Contractor") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2021.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective April 17, 2020, (the "Agreement") for Contractor to provide heating, ventilation and air-conditioning ("HVAC") services at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA Members; and

WHEREAS, effective April 30, 2021, Famand, Inc., dba SitelogIQ, Inc. relinquished the mechanical HVAC services to Famand, Inc., dba Indoor Environmental Services and Famand, Inc., dba SitelogIQ retained the Energy Division; and

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

WHEREAS, the Agency now desires to amend the Description of Work set forth in Exhibit A to the Agreement; and

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

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

WHEREAS, Famand, Inc., dba SitelogIQ, Inc. consents to the amendment; and

NOW, THEREFORE, the Parties agree as follows:

1. **As of the Amendment Effective Date, Section 13.8 Notices** is replaced in its entirety as follows:

**13.8 Notices.** Any written notice to Consultant shall be sent to:

Justin Payton  
Customer Service Manager  
Famand, Inc., dba SitelogIQ  
1604 Airport Blvd.  
Santa Rosa, CA 95403

Any written notice to Agency shall be sent to:

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

Joel Ledesma  
Assistant General Manager – Generation Services  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

With a copy to:

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

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

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

FAMAND INC DBA SITELOGIQ

\_\_\_\_\_  
**JUSTIN PAYTON, Customer Service Manager**

Attest:

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

Approved as to Form:

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

## **EXHIBIT A**

### **SCOPE OF WORK**

Famand Inc dba SitelogiQ, ("Contractor") shall provide the energy, solar and lighting services, as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA Members.

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

1. Energy Services
  - a. Energy Efficiency
  - b. Energy Storage
  - c. Energy Generation
  - d. Energy Savings
  - e. Energy Audit
  - f. Energy Management
2. Solar
  - a. Solar Photovoltaics
  - b. Wind Turbines
  - c. Co-generation
  - d. Biomass
  - e. Battery Storage
  - f. EV Charging Stations
3. Lighting Technology & Advanced Controls
  - a. Emergency Lighting
  - b. Outdoor Lighting
  - c. LED Lighting Retrofits

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

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





# Commission Staff Report

**COMMISSION MEETING DATE:** October 1, 2021

**SUBJECT:** Rescue Solutions, LLC – Five Year Multi-Task General Services Agreement for Emergency Rescue Response and Training Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

**AGENDA CATEGORY:** Consent

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

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

## **RECOMMENDATION:**

Approve Resolution 21-90 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Rescue Solutions, LLC for emergency rescue response and training 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.

## **BACKGROUND:**

Emergency rescue response and training services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. The current agreement with Rescue Solutions, LLC. is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Fremouw Environmental and Patriot Environmental.

## **FISCAL IMPACT:**

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

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

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

## **COMMITTEE REVIEW:**

On September 1, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On September 13, 2021 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", with a stylized flourish at the end.

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 21-90
- Multi-Task General Services Agreement with Rescue Solutions, LLC

**RESOLUTION 21-90**

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

**(reference Staff Report #217:21)**

WHEREAS, emergency rescue response and training 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, Rescue Solutions, LLC is a provider of these services; and

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

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

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

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

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

\_\_\_\_\_  
DAVID HAGELE  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



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

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Rescue Solutions, LLC, an LLC, with its office located at 20250 S. Highway 101, Hopland, CA 95449 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2021 ("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 FIVE HUNDRED THOUSAND** dollars (\$500,000.00) 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](mailto:AcctsPayable@ncpa.com)

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

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

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

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

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

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

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

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

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

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

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

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

**4.3     Professional Liability Insurance.** Not Applicable.

**4.4     Pollution Insurance.** Not Applicable.

**4.5     All Policies Requirements.**

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

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

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

**4.5.4   Additional Certificates and Endorsements.** Not Applicable.

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

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

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

**5.1     Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages

whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

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

- 5.3 Transfer of Title.** Not Applicable.

## **Section 6. STATUS OF CONTRACTOR.**

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

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

Contractor shall indemnify, defend, and hold harmless Agency from any lawsuit, administrative action, or other claim for penalties, losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly, due to



Contractor's failure to secure workers' compensation insurance for its employees, agents, or subcontractors.

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

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



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

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

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

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

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

## **Section 8. TERMINATION AND MODIFICATION.**

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

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

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

- 8.4.1** Immediately terminate the Agreement;
- 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.4.3** Retain a different Contractor to complete the Work not finished by Contractor; and/or

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

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

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

reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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



## **Section 10. PROJECT SITE.**

- 10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; 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. Agency, will not 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 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 Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Rescue Solutions, LLC  
Attention: Ron Roysum  
20250 S. Highway 101  
Hopland, CA 95449

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

RESCUE SOLUTIONS, LLC

Date\_\_\_\_\_

Date\_\_\_\_\_

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

\_\_\_\_\_  
**RON ROYSUM,**  
CEO

Attest:

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

Approved as to Form:

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



## **EXHIBIT A**

### **SCOPE OF WORK**

Rescue Solutions, LLC ("Contractor") shall provide rescue response 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:

- Confined Space Rescue Support
- Safety Training and Consulting

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

#### **RATE SHEET**

Effective January 1, 2021

#### **Standard Services Includes:**

1. Rescue Module
  - Ropes & Hardware for anchoring and rigging retrieval/rescue systems.
  - Multipod (tri-pod), Sked/Stokes Litter, PT packaging
  - SCBA/Supplied Air, and Radios
  - Air monitoring and Ventilation fan for rescue personnel
2. Rescue Technicians
  - Confined Space/Rope Rescue Trained
  - Swift-Water Rescue Trained (As required)
  - CPR/EMS First responder, Fire Department Personal

#### **Daily Rates** (including (2) Techs, Truck, Rescue Gear, Travel, Per-diem):

<u>Description</u>	<u>8 hour day</u>	<u>10 hour day</u>	<u>12 hour day</u>
Confined Space Support, Rope Access Support	<b>\$2,350</b>	<b>\$2,950</b>	<b>\$3,550</b>

8 hour minimum, cancellation less than 16 hours before scheduled start will be charged for 8 hour day. Saturday work is over time and Sunday work is double time. All prices are subject to change.

**Rates included above for technician:**

Hotel	\$150/Day/Technician or cost**
Per Diem	\$50/Day/Technician**
Travel	\$75/hour/Technician
Mobilization	\$1/mile or per quote
Demobilization	\$1/mile or per quote

**Additional Services for work requested:**

Daily Job Site Mileage	\$1.25/mile
Air Fare	Cost
Freight	Cost
Rental Vehicle	Cost
Rescue Boat (17.5' Zodiac w/40hp outboard, seats 10)	\$500/day
Rescue Boat (14' White Water Raft, seats 6)	\$250 a day

**Itemized standard rates for Rescue Stand-by:**

Technician (up to 8 hours)	\$100/hour/technician
Overtime Labor Rate (hours 9-12)	\$150/hour/technician
Overtime Labor Rate (hours 13-24)	\$200/hour/technician
Saturday Labor Rate (up to 8 hours)	\$150/hour/technician
Saturday Labor Rate (hours 9-24)	\$200/hour/technician
Sunday Labor Rate	\$200/hour/technician
Rescue Gear	\$700/day
Truck	\$50/day
Mobilization (In/Out)	\$400 or per quote

8 hour minimum, cancellation less than 16 hours before scheduled start will be charged for 8 hour day. Saturday work is over time and Sunday work is double time. All prices are subject to change.

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

Rescue Solutions, LLC

(Company name)

for contract work at:

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

(Project name and location)

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

\_\_\_\_\_  
(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

**Affidavit of Compliance for Hazardous Materials Transport Vendors**

I, \_\_\_\_\_,

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_

(Signature of officer or agent)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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



**NOT APPLICABLE**

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

DATED: \_\_\_\_\_ Name of Employer \_\_\_\_\_

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)




# Commission Staff Report

**COMMISSION MEETING DATE:** October 1, 2021

**SUBJECT:** AECOM Technical Services, Inc. – Five Year Multi-Task Consulting Services Agreement for Consulting Services and Project Support Related to Injection Wells and Plant Operations; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

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

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

Approve Resolution 21-91 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with AECOM Technical Services, Inc. for consulting services and project support related to injection wells and plant operations, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

## **BACKGROUND:**

Consulting services and project support related to injection wells and plant operations are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. The current agreement with AECOM Technical Services, Inc. is expiring. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with ActiveReservoir, LLC and Irani Engineering.

## **FISCAL IMPACT:**

Upon execution, the total cost of the agreement is not to exceed \$2,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

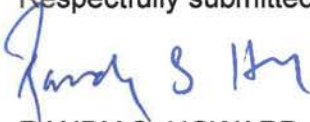
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

## **COMMITTEE REVIEW:**

On September 1, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On September 13, 2021 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 21-91
- Multi-Task Consulting Services Agreement with AECOM Technical Services, Inc.

**RESOLUTION 21-91**

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

**(reference Staff Report #218:21)**

WHEREAS, consulting services and project support related to injection wells and plant operations 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, AECOM Technical Services, Inc. is a provider of these services; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,500,000 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 \_\_\_\_\_, 2021 by the following vote on roll call:

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

\_\_\_\_\_  
DAVID HAGELE  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY





## **MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND AECOM TECHNICAL 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 AECOM Technical Services, Inc., a corporation with its office located at 800 Douglas Entrance, North Tower, 2<sup>nd</sup> Floor, Coral Gables, FL 33134 ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2021 ("Effective Date") in Roseville, California.

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

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

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

**Section 2. COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND** dollars (\$2,500,000.00) 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](mailto:AcctsPayable@ncpa.com)

**2.2 Monthly Payment.** Agency shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant for undisputed portions of the invoice. Agency shall notify Consultant within thirty (30) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items. If such notice is not provided within ninety (90) days, Agency waives its rights to dispute the invoice.



- 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 by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident/disease – policy limit/disease – each employee.

**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 loss or liability, including the cost of defense of action, for bodily injury, death, personal injury and 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 as broad as ISO Commercial General Liability form CG 0001 on "an occurrence" basis covering General Liability, with a self-insured retention or deductible of no more than \$2,000,000. No endorsement shall be attached materially limiting the coverage as applicable to this Agreement.

- 4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 for the term of this Agreement covering loss or

liability, including the cost of defense of 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 combined single limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$2,000,000. This insurance shall provide contractual liability covering motor vehicles 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) per claim 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 million dollars (\$2,000,000) 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 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, including the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

**4.4.2 Cancellation of Coverage.** Consultant shall provide at least thirty (30) days prior written notice to Agency of a material change to or cancellation 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. Consultant shall procure and

maintain all insurance required by applicable laws and shall provide the coverages and limits referenced herein. The insurance listed herein shall be considered a minimum requirement and is not intended to limit Consultant's indemnification obligations under this Agreement.

**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, including the specific Agency member, SCPPA or SCPPA member, where applicable.

**4.4.5 Waiver of Subrogation.** With the exception of the Professional Liability policy, 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 and its employees, agents and subcontractors where not prohibited by law.

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

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

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

**5.2 Scope.** Consultant shall indemnify and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against claims to the extent caused by negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear losses, costs, damages, expense and liability to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to hold harmless and indemnify the Agency shall



not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CONSULTANT HEREBY RELEASES AGENCY AND AGENCY HEREBY RELEASES CONSULTANT FROM ANY SUCH LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW (CAL. LABOR CODE SECTION 2082), OWNER ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND COURSE OF THEIR EMPLOYMENT AND THAT INSTEAD CONSULTANT COMPANY SHALL BE LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

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

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

Consultant shall indemnify and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Consultant and Agency acknowledge

and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees, agents and subcontractors of Consultant.

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

Consultant agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Consultant shall indemnify 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. Consultant shall not be held liable for the accuracy or reliability of any partially completed work.

- 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 Cost of obtaining a new consultant including staff time to complete the Services and any additional costs due to the delay in completion of 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.

In addition, some of Agency's confidential materials include but is not limited to critical energy infrastructure information, physical security and dam safety information ("Agency Confidential Information"). Consultant shall not disclose and shall control access to, store and protect Agency Confidential Information consistent with industry practice and shall return or destroy such Agency Confidential Information upon completion of each task. In no event, shall Agency Confidential Information be kept on Consultant computers after the specific Services for which Agency provided the Agency Confidential Information have been completed.

Any modification, reuse or use of Consultant work product produced under the Agreement or presented in any statement of qualifications shall be without liability to Consultant.

Notwithstanding the above, Consultant's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by Consultant and used to complete the Services ("Consultant Data"), shall remain the sole property of Consultant as long as Consultant Data does not contain any data or information including but not limited to Agency Confidential Information obtained from Agency. To the extent the Services contain or require the use of Consultant Data, Consultant hereby grants to Agency, upon payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such Consultant Data solely for the purposes for which the Services were completed.

Nothing in this Article shall be construed to prohibit Consultant from using skills, knowledge or experience gained by Consultant in the performance of the

Services for other purposes. Upon written approval from Agency's applicable plant manager or their designee, Consultant may retain a copy of the final report or specifications as long as such document(s) do not contain Agency Confidential Information for its archives.

**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 during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

**9.4 Confidential Information and Disclosure.**

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

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

**9.4.3 Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall



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

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

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

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

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

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

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

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

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

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

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

AECOM Technical Services, Inc.  
Attention: Michael W. Bennett  
2090 Palm Beach Lakes Blvd., Suite 600  
West Palm Beach, FL 33409

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 thirty (30) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
  - 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
  - 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
  - 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute

resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

AECOM TECHNICAL SERVICES, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

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

\_\_\_\_\_  
**STEVE LEACH,**  
Vice President

Attest:

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

Approved as to Form:

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



## **EXHIBIT A**

### **SCOPE OF SERVICES**

AECOM Technical Services, Inc. ("Consultant") shall provide consulting services:

1. related to injection well technical matters and permits as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency only, and
2. related to project support and plant operations, to include, but not be limited to the following as requested by NCPA at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

- Feasibility studies
- Environmental and regulatory studies and permitting, including CEQA and NEPA
- Injection well technical services
- Injection well permitting
- Engineering consulting services
- Project management and construction management services
- Other consulting services as needed

Consultant's decision to decline any Task Order shall be at its exclusive discretion and shall not be construed as a breach of this Agreement.

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

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

Position or Classification	Maximum Hourly Rate
SR. PRINCIPAL, QA/QC	\$268
PRINCIPAL	\$257
SR. PROJECT MANAGER	\$240
PROJECT MANAGER	\$230
SENIOR ENGINEER	\$225
SENIOR PROCESS ENGINEER	\$210
ENGINEER II	\$145
ENGINEER I	\$131
DESIGN ENGINEER	\$147
JUNIOR ENGINEER	\$115
PRINCIPAL HYDROGEOLOGIST	\$210
SENIOR HYDROGEOLOGIST	\$142
SENIOR NEPA SPECIALIST	\$270
SENIOR CEQA SPECIALIST	\$250
PLANNER V	\$210
PLANNER IV	\$185
PLANNER III	\$165
PLANNER II	\$150
PLANNER	\$130
STAFF PLANNER	\$120
JUNIOR PLANNER	\$110
ENVIRONMENTAL SCIENTIST VI	\$205
ENVIRONMENTAL SCIENTIST V	\$190
ENVIRONMENTAL SCIENTIST IV	\$170
ENVIRONMENTAL SCIENTIST III	\$145
ENVIRONMENTAL SCIENTIST II	\$127
ENVIRONMENTAL SCIENTIST I	\$115
STAFF ENVIRONMENTAL SCIENTIST	\$110
SENIOR LANDSCAPE ARCHITECT	\$205
LANDSCAPE ARCHITECT	\$150
LANDSCAPE DESIGNER	\$130
SENIOR FIELD INSPECTOR	\$115
FIELD INSPECTOR/BIOLOGIST/CULTURAL RESOURCES	\$105
PROJECT CONTROLS III	\$130
PROJECT CONTROLS II	\$110
PROJECT CONTROLS I	\$90
ADMINISTRATIVE ASSISTANT	\$85
STAFF ASSISTANT	\$75
TECHNICIAN	\$97
DRAFTER/GIS III	\$135
DRAFTER/GIS II	\$105
DRAFTER/GIS I	\$97

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

AECOM Technical 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 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.



7

# Commission Staff Report

**COMMISSION MEETING DATE:** October 1, 2021

**SUBJECT:** Utility Services Inc. – First Amendment to Five Year Multi-Task Professional Services Agreement for NERC related regulatory compliance services, changing the vendor name to Utility Services of Vermont, LLC; Applicable to Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Marty Hostler <i>MH</i>	<b>METHOD OF SELECTION:</b>
	Compliance Manager	N/A
<b>Division:</b>	Executive Services	<i>If other, please describe:</i>
<b>Department:</b>	Compliance	

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

Approve Resolution 21-92 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with Utility Services, Inc., for NERC related regulatory compliance services, changing the vendor name to Utility Services of Vermont, LLC, with no change to the not to exceed amount or contract term, with any non-substantial changes recommended and approved by the NCPA General Counsel, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

## **BACKGROUND:**

NCPA entered into a Multi-Task Professional Services Agreement dated effective October 25, 2019 for Utility Services, Inc. to provide NERC related regulatory compliance and consulting services as requested by the Northern California Power Agency (NCPA) at any facilities owned or operated by NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members. Effective January 1, 2021, Utility Services, Inc. changed its name and manner of organization from Utility Services, Inc., a Vermont corporation, to Utility Services of Vermont, LLC, a limited liability company, and Utility Services of Vermont, LLC wishes to accept assignment of the Agreement. The Agency desires to amend the Agreement to reflect those changes. NCPA has agreements in place for similar services with Utility System Efficiencies and Burns & McDonnell Engineering Company, Inc.

## **FISCAL IMPACT:**

Upon execution, the total not to exceed amount of the agreement will remain the unchanged at not to exceed \$1,000,000. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

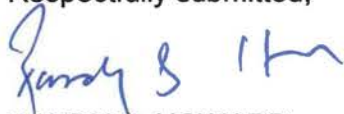
## **ENVIRONMENTAL ANALYSIS:**

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:**

On September 1, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

## **Attachments:**

- Resolution 21-92
- Utility Services Inc. MTPSA
- First Amendment to MTPSA with Utility Services of Vermont, LLC



## RESOLUTION 21-92

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND UTILITY SERVICES, INC. n/k/a UTILITY SERVICES OF VERMONT, LLC

(reference Staff Report #219:21)

WHEREAS, NCPA entered into a Multi-Task Professional Services Agreement dated effective October 25, 2019 for Utility Services, Inc. to provide NERC related regulatory compliance and consulting services as requested by the Northern California Power Agency (NCPA) at any facilities owned or operated by NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members; and

WHEREAS, effective January 1, 2021, Utility Services, Inc. changed its name and manner of organization from Utility Services, Inc., a Vermont corporation, to Utility Services of Vermont, LLC, a limited liability company, and Utility Services of Vermont, LLC wishes to accept assignment of the Agreement; and

WHEREAS, the Agency desires to amend the Agreement to reflect those changes; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with Utility Services, Inc., changing the vendor name to Utility Services of Vermont, LLC, with no change to the not to exceed amount or contract term, with any non-substantial changes recommended and approved by the NCPA General Counsel, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

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

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

\_\_\_\_\_  
DAVID HAGELE  
CHAIR

ATTEST:

\_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



**FIRST AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND UTILITY SERVICES, INC. n/k/a  
UTILITY SERVICES OF VERMONT, LLC**

This First Amendment ("Amendment") to Multi-Task Professional Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Utility Services, Inc. n/k/a Utility Services of Vermont, LLC ("Consultant") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2021.

WHEREAS, Agency and Utility Services, Inc. entered into a Multi-Task Professional Services Agreement dated effective October 25, 2019 (the "Agreement") for Utility Services, Inc. to provide NERC related regulatory compliance and consulting services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, its Members, the Southern California Public Power Authority ("SCPPA"), or SCPPA Members; and

WHEREAS, effective January 1, 2021, Utility Services, Inc. changed its name and manner of organization from Utility Services, Inc., a Vermont corporation, to Utility Services of Vermont, LLC, a limited liability company; and Utility Services of Vermont, LLC wishes to accept assignment of the Agreement; and

WHEREAS, the Agency desires to amend the Agreement to reflect those changes and substitute Utility Services of Vermont, LLC in place of Utility Services, Inc. in the Agreement; and

WHEREAS, the Parties now desire to amend Section 10.8 entitled "Notices" of the Agreement to list the correct contact information for Utility Services of Vermont, LLC; and

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. "Utility Services, Inc." shall be replaced with "Utility Services of Vermont, LLC" as Consultant in each location where the name appears in the Agreement.
2. **Section 10.8 - Notices** is replaced in its entirety as follows:

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

Mr. Brian Evans-Mongeon  
President and CEO  
Utility Services of Vermont, LLC  
1080 Waterbury-Stowe Rd., Suite 2  
Waterbury, VT 05676

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

4. 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

UTILITY SERVICES OF VERMONT, LLC

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

\_\_\_\_\_  
**Brian Evans-Mongeon, President**

Attest:

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

Approved as to Form:

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

**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:

Utility Services of Vermont, LLC

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.





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

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Utility Services, Inc., a Vermont corporation with its office located at 1080 Waterbury-Stowe Rd., Suite 2, Waterbury, VT 05676 ("Consultant") (together sometimes referred to as the "Parties") as of Oct. 25, 2019 ("Effective Date") in Roseville, California.

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

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



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

## **Section 2.**

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and

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

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

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

**4.4 All Policies Requirements.**

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

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

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

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

Agency member, SCPPA or Agency member for which the Services are to be performed.

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

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

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

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

**5.2 Scope.** Consultant shall indemnify, 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, excluding any fines or penalties assessed during an audit, spot check, or self-report to FERC, NERC or any regional compliance entity.. 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.

**8.5 Options upon Breach by Agency.** If Agency materially breaches any of the terms of this Agreement, Consultant's remedies shall include, but not be limited to, the following:

**8.5.1** Immediately terminate the Agreement.

## **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 Randy S. Howard, 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:

Mr. Brian Evans-Mongeon  
President and CEO  
Utility Services, Inc.  
1080 Waterbury-Stowe Rd., Suite 2  
Waterbury, VT 05676

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 10.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and



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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

Date:

10/25/19

  
Randy S. Howard, General Manager

UTILITY SERVICES, INC.

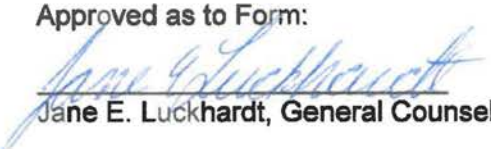
Date:

  
Brian Evans-Mongeon, President

Attest:

  
Assistant Secretary of the Commission

Approved as to Form:

  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A SCOPE OF SERVICES**

Utility Services, Inc. ("Consultant") shall provide NERC related regulatory compliance and consulting services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, its Members, the Southern California Power Authority ("SCPPA"), or SCPPA members.

### **Utility Services, Inc.**

#### **Generic Services List and Descriptions:**

##### **Program Services**

Our team of experts can take this burden off your internal team when it comes to navigating the fluid, dynamic, and ever-changing world of NERC Reliability Standards. Utility Services can review and evaluate your current structures, provide feedback, and propose tailored solutions.

##### **Program Development**

Creating compliance programs is a massive task to undertake. Are you ERO ready? Our staff can help you design a custom fit program to your organization's needs, or you can choose to use one of our pre-made templates. Whether a custom program or pre-established template, you can trust the quality as they have been crafted by our experience assisting with program designs and actual audits.

##### **Compliance Program Reviews**

Evaluating compliance programs and its associated evidence periodically, for example prior to an audit, is an important part of a robust program. This can be conducted in several ways, depending on the needs of your organization:

##### **Readiness Reviews**

With an Utility Services Readiness Review, an entity can enter a compliance engagement process with confidence knowing that their program having been evaluated against expected performance requirements. This evaluation provides you with a quality assessment of your program against the applicable reliability standards. We offer you a sense of your strengths and weaknesses, plus provide suggested improvements to better align your performance to the expected demands. This information is based upon our involvement in hundreds of audits and compliance examinations.

##### **Mock Audits**

Mock Audits are a readiness review strategy where we evaluate your site in the same capacity as a NERC compliance audit would. Doing this can allow us to identify possible weaknesses or areas of growth and development for your site.

### ***Subject Matter Expert (SME) Interviews***

Audits can be hard, and it can be stressful for your Subject Matter Expert to go through. We can help prepare your SME for this through an interview session(s) to prepare them for what they need to know so they can be confident in the audit process.

### ***Security and Preparedness***

#### ***Cyber and Physical Risk Preparedness Assessments***

This may be one of the best ways to address the growing cyber and physical threats on the electric sector. Sentry Services, a Utility Services business unit, bases its program off of the DOE's ES-C2M2 maturity model and the E-ISAC's CRPA program to tailor and adapt a risk preparedness assessment specific to an organization's needs.

#### ***Cyber and Physical Incident Response Assessments***

Attacks on the electric sector are becoming more frequent, sophisticated, and increasingly dangerous. Therefore, it has become even more evident that electric organizations need to create and maintain an effective incident response plan. We can aid your entity in the creation and maintenance of this plan in order to mitigate the risk posed by the modern age.

#### ***Securing the Grid (STG)***

STG is a custom designed table-top exercise and can be performed after an entity's Cyber and Physical Preparedness Assessment, or as a challenge to your organization's practices and policies. The exercises will allow the participants to understand, enhance and ensure their cyber and physical security procedures. This program includes a detailed post exercise report for your reference and follow up requirements. A Certificate of Participation is also a part of this program and has been used for demonstrating your performance in the requirements of certain reliability standards.

#### ***Securing the Grid Catalog***

Utility Services has put together a catalog of scenarios for entities to choose from when designing your exercise. You have your choice of cyber, physical, emergencies, and incident management situations. Ask to take a look!

#### ***Background Checks***

Background checks are a critical security protocol to establish an individual's security clearances. Whether it is a corporate requirement, or one bound by standards, we can provide you with the valuable information you need.

## **Education and Organizational Culture**

### ***Reliability Assurance Continuing Education (RACE) Training Program***

RACE is a compliance, reliability, and security training resource for power industry entities to utilize to raise their employee's awareness on the topics surrounding industry compliance standards and structure. Ask US to provide you our Course Catalog and get you started on your RACE Scorecard.

### ***Client Days***

As a USI client, you receive the added benefit of being invited to our annual Client Day workshop. Our workshops include discussions with staff and other USI customers on the prevalent topics of the day. Our workshops are held in various locations or can be geared to specifically meet your needs. These events provides you with the latest compliance education, and training while providing a space to network with other industry professionals.

### ***Compliance Calls and Presentations***

For those who would prefer a more regular discussion and training schedule, Utility Services offers weekly, bi-weekly, or monthly calls and presentations for entities who want to learn more about their NERC requirements. Utility Services can tailor each call and presentation to an entity's individual needs.

### ***"US News & NERC Report", "Brian's Blog", and Security Alert***

When you become a client of Utility Services you are invited to sign up for our bi-weekly Newsletter and email list for "Brian's Blog". The "US News & NERC Report" addresses current NERC compliance news, upcoming meetings, and general compliance topics. "Brian's Blog" is our CEO's noteworthy news, meeting reminders, and general "need to know" information. The Utility Services' Security Alert disseminates important cyber and physical news that need to go out on those specialized needs. These notices can be directed to those persons in your organization that would benefit from these special notices.

Aside from our own experiences highlighted above, some of our contractors have been auditors deployed within regions and were instrumental in the development of the regional compliance program. Utility Services, Inc. seeks and retains contractors with varied background and expertise in order to provide for the diverse needs of its constituency. The contractors give the company the ability to match a customer's needs with the right information and knowledge, as well as having a regional perspective, and while USI tries to use its full time employee's when they can, schedules can be conflicting and the use of a Subcontractor may be deemed necessary. Subcontractors hold the same levels of insurance and standards of security as USI.



**Subcontractors:**

- Garth Arnott
- Kim Pitchell
- Kirstine Broos
- Joe Spencer
- David Belanger
- Sal Buffamante
- Alan Freeman-Scott

**EXHIBIT B**  
**COMPENSATION SCHEDULE AND HOURLY FEES**

**Service Rate Sheet**

Utility Services offers its customers pricing designed for their needs. Projects/Tasks/Scope of Work services can be structured on the following bases:

- Time &
- Materials
- Not to Exceed
- Fixed Pricing
- Other accommodations, if desired

When Utility Services uses an hourly billing rate structure for any work performed, the following table outlines the specific hourly rates for the different class of worker used.

Hourly Rate Table for Readiness Reviews, Audits, & 1 <sup>st</sup> Run Compliance	Normal Hourly	Discount Hourly Rates
Executive	\$225.00	\$200.00
Technical/Compliance Analyst	\$210.00	\$180.00
Associate	\$175.00	\$160.00
Hourly Rate for all other types of work	\$195.00	\$175.00
Travel time (when billable)	\$140.00	\$120.00

- Customers are entitled to Discount Hourly Rates when the customer agrees to:
  - Paying a fixed fee price for work described in Section 2.1 of the standard Services Agreement, or
  - Subscribing to a fixed number of hours of work within a monthly period for work to be performed under Sections 2.1 and 2.2.
- For work periods less than an hour, it is the discretion of the Utility Services to determine what amount of time is appropriate. Typically, the smallest increment billed is fifteen (15) minutes.

Other Pricing Provisions

- Clients are responsible for costs directly assignable to them for work performed.
- Travel related expenses directly attributable to the client/task project are billed at cost with no mark up.
- Utility Services uses the maximum allowed IRS mileage reimbursement rate. Travel time for the Executives is not billed but it may be for other personnel.
- Company specific or confidential information is not shared without the permission of the respective organization.
- To the extent possible, Utility Services can and will combine meetings and expenses and may allocate a portion of such expenses to the clients involved during that time.
- Information obtained by Utility Services is available and routinely shared with clients for their performance with the ERO.
- Pricing set by our CIP Maintenance Program efforts are not subject to change per this announcement.

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, Brian Evans-Mongeon President and CEO

(Name of person signing affidavit)(Title)

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

(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 24th day of September, 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.**



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# Commission Staff Report

**COMMISSION MEETING DATE:** October 1, 2021

**SUBJECT:** Approval of CY 2022 Northern California Power Agency (NCPA) Capacity Pool Rates

**AGENDA CATEGORY:** Consent

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

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



## RECOMMENDATION:

NCPA staff recommends that the Commission approve and adopt 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 2022 Resource Adequacy compliance year.

## BACKGROUND:

The NCPA Capacity Pool was developed and incorporated into the Second Amended and Restated Pooling Agreement to provide a mechanism for Pool Members<sup>1</sup> to voluntarily transact Local Area, System, and Flexible Resource Adequacy capacity in an efficient manner through the NCPA All Resources Bill. In accordance with Pooling Schedule 4, Section 3.8, an ad hoc group of Pool Members is to be organized to develop and propose Local Area, System, and Flexible Resource Adequacy capacity rates to the Commission for approval, and pending such approval, the rates adopted will be used to price Local Area, System, and Flexible Resource Adequacy capacity transactions executed in the NCPA Capacity Pool.

## DISCUSSION:

An ad hoc group of Pool Members was organized to develop Local Area, System, and Flexible Resource Adequacy capacity rates to be used in the NCPA Capacity Pool during the 2022 Resource Adequacy compliance year<sup>2</sup>. The ad hoc group of Pool Members used a combination of formal and informal market price surveys to develop a negotiated rate for Local Area, System and Flexible Resource Adequacy capacity to be used within the NCPA Capacity Pool. NCPA, on behalf of the Pool Members, is seeking Commission approval of the proposed Local Area, System, and Flexible Resource capacity rates for use in the NCPA Capacity Pool during the 2022 Resource Adequacy compliance year.

## CAPACITY RATES:

The following Local Area, System, and Flexible Resource Adequacy capacity rates have been developed for use in the NCPA Capacity Pool during the 2022 Resource Adequacy compliance year:

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	June-21	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
Local	\$ 4.50	\$ 4.50	\$ 4.25	\$ 4.25	\$ 5.50	\$ 6.50	\$ 6.50	\$ 7.50	\$ 8.00	\$ 7.50	\$ 4.50	\$ 4.50
System	\$ 4.00	\$ 4.00	\$ 3.75	\$ 3.75	\$ 5.00	\$ 6.00	\$ 6.00	\$ 7.00	\$ 7.50	\$ 7.00	\$ 4.00	\$ 4.00
Flex	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50

## 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.

<sup>1</sup> NCPA Pool Members include cities Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, and Ukiah, and Plumas-Sierra Rural Electric Cooperative, and the Port of Oakland.

<sup>2</sup> The 2022 Resource Adequacy compliance year is coincident with the 2022 calendar year, but includes data submittals and demonstrations that will be filed with the CAISO in 2021.

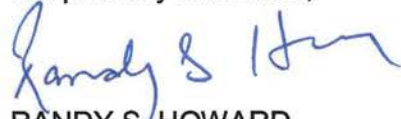
**ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

On September 1, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 21-93

## RESOLUTION 21-93

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY CY 2022 NORTHERN CALIFORNIA POWER AGENCY CAPACITY POOL RATES

(reference Staff Report #220:21)

WHEREAS, the Northern California Power Agency (NCPA) Capacity Pool was developed and incorporated into the Second Amended and Restated Pooling Agreement to provide a mechanism for Pool Members to voluntarily transact Local Area, System, and Flexible Resource Adequacy capacity in an efficient manner through the NCPA All Resources Bill; and

WHEREAS, in accordance with Pooling Schedule 4, Section 3.8, an ad hoc group of Pool Members is to be organized to develop and propose Local Area, System, and Flexible Resource Adequacy capacity rates to the Commission for approval, and pending such approval, the rates adopted will be used to price Local Area, System, and Flexible Resource Adequacy capacity transactions executed in the NCPA Capacity Pool; and

WHEREAS, an ad hoc group of Pool Members was organized to develop Local Area, System, and Flexible Resource Adequacy capacity rates to be used in the NCPA Capacity Pool during the 2022 Resource Adequacy compliance year; and

WHEREAS, the ad hoc group of Pool Members used a combination of formal and informal market price surveys to develop a negotiated rate for Local Area, System, and Flexible Resource Adequacy capacity to be used within the NCPA Capacity Pool, and NCPA, on behalf of the Pool Members, is seeking Commission approval of the proposed Local Area, System, and Flexible Resource capacity rates for use in the NCPA Capacity Pool during the 2022 Resource Adequacy compliance year; and

WHEREAS, the following Local Area, System, and Flexible Resource Adequacy capacity rates have been developed for use in the NCPA Capacity Pool during the 2022 Resource Adequacy compliance year:

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	June-21	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
Local	\$ 4.50	\$ 4.50	\$ 4.25	\$ 4.25	\$ 5.50	\$ 6.50	\$ 6.50	\$ 7.50	\$ 8.00	\$ 7.50	\$ 4.50	\$ 4.50
System	\$ 4.00	\$ 4.00	\$ 3.75	\$ 3.75	\$ 5.00	\$ 6.00	\$ 6.00	\$ 7.00	\$ 7.50	\$ 7.00	\$ 4.00	\$ 4.00
Flex	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50

WHEREAS, 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; 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 approve and adopt 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 2022 Resource Adequacy compliance year.

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

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

\_\_\_\_\_  
DAVID HAGELE  
CHAIR

ATTEST: \_\_\_\_\_  
CARY A. PADGETT  
ASSISTANT SECRETARY



**NCPA Commission Meeting  
October 27-28, 2021  
Redding, California**

**WEDNESDAY, OCTOBER 27**

2:00pm	Meet at Redding Electric, 3611 Avtech Parkway, Redding (530) 339-7351
2:00pm – 3:00pm	Presentation and Tour of Redding Electric's new Emergency Operations Center at Electric's Headquarters.
3:00pm – 4:30pm	Presentation and Tour of the City of Redding's revitalized Downtown area.
5:30pm – 8:00pm	Reception and Dinner at the Mosaic Restaurant (next to the Sheraton) 826 Sundial Bridge Drive, Redding

**THURSDAY, OCTOBER 28**

8:30am – 9:30am	Breakfast at Redding Electric, 3611 Avtech Parkway
9:30am	Commission Meeting

\*\*\*\*\*

**LODGING INFORMATION:**

Sheraton Redding Hotel at the Sundial Bridge  
820 Sundial Bridge Drive, Redding  
(530) 634-2800

**NCPA Group Rate: \$90 a night plus tax**  
**Cut-off Date: October 4, 2021**

Please book your using this link to the Sheraton: [NCPA Room Block](#)

\*\*\*\*\*

**I plan to attend:** *(please specify how many attending)*

☐ Redding Tour of Facilities  
☐ # Dinner (Member no charge / Guest = \$40 – make check payable to NCPA)  
☐ Commission Meeting

**Dietary Restrictions or Vegetarian** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **MEMBER:** \_\_\_\_\_

**GUEST NAME:** \_\_\_\_\_

PLEASE RSVP to Cary Padgett by [cary.padgett@ncpa.com](mailto:cary.padgett@ncpa.com) or phone (916) 781-4202 **by October 18.** THANK YOU!