



651 Commerce Drive
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Minutes

Date: October 28, 2021
To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting / Teleconference Minutes

1. Call Meeting to Order and Introductions

Chair David Hagele called the meeting to order at 9:50 am at Redding Electric, 3611 Avtech Parkway, Redding, California. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the October 1, 2021, Regular Commission Meeting

MOTION: A motion was made by Pauline Roccucci and seconded by Bo Sheppard to approve the Minutes of the October 1, 2021, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present as follows:

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

PUBLIC FORUM

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

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

General Manager Randy Howard reported:

- Thanked Redding Council Member Julie Winter and the Redding Electric staff for hosting this month's Commission meeting and for the tour of the electric facility and the revitalized downtown on Wednesday.
- COVID-19 update: Extended the telecommuting for HQ employees through the end of the year. Will seek Commission approval of adding a Telecommuting Policy to the Agency's Personnel Policies and Procedure Manual at the December Commission meeting. If approved, will be effective January 1, 2022.
- Provided a brief update on the plants.
- Held a call with the General Manager of Lassen Municipal Utility District (LMUD) to discuss the possibility of LMUD becoming a full member of NCPA.
- Some movement in the state legislature related to lack of payment from customers non-payments during the state of emergency. Utilities could see about a 65 percent payment from non-payments funds.
- The Agency hosted a small delegation of Members in Washington, DC earlier this month to conduct a series of meetings with congressional leaders, staff and federal agencies.

4. Executive Committee

Committee Chair Hagele reported the Executive Committee met twice since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel, and met in closed session. No reportable action was taken in closed session. The Committee also discussed item's 26 and 27 on today's Agenda, and recommended Commission approval of both items. The next Committee meeting is scheduled on December 2.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met once since the last Commission meeting. The Committee discussed Items 15-20 on today's agenda. A quorum of the Committee was established, and recommended Commission approval of all items. The next Committee meeting is scheduled for November 3.

6. Finance Committee

Committee Chair Catalina Sanchez reported the Committee met once since the last Commission meeting. The Committee discussed items 13 and 14 on today's Agenda, and recommended Commission accept and approve both items. Item 14, NCPA's auditor, Baker Tilly, reported to the Committee the financial statements received an Unmodified or 'clean' opinion meaning there were no material weaknesses or significant deficiencies in controls. NCPA staff and PFM provided a report to the Committee showing an estimated \$16.5 million in debt service savings by refunding the 2012A Hydroelectric bonds, all of which is callable on July 1, 2022. The Committee provided direction for staff to issue a Request for Proposal for Underwriting Services and it is anticipated staff will return in November with a recommendation. The next Finance Committee meeting will be held on November 16.

Legal Committee

General Counsel Jane Luckhardt reported the Committee did not meet since the last Commission meeting. The next Committee meeting is scheduled on November. 4.

8. Legislative & Regulatory Affairs Committee

Committee Chair Greg Scharff reported the Committee did not meet since the last Commission meeting. However, Chair Scharff reported since the last Commission meeting, a small delegation of NCPA Executive Committee members traveled to Washington, DC to conduct a series of meetings over three days with NCPA's congressional delegation, regulatory agency officials, and energy stakeholders. The next Committee meeting is scheduled on December 1.

9. Members' Announcements & Meeting Reporting

Commissioner Pauline Roccucci, **Roseville**, reported that Roseville Utility Director Michelle Bertolino announced she plans to retire at the end of the year. Commissioner Roccucci mentioned generators have been installed at Roseville's Energy Park that will be used only in an emergency for the California Department of Water Resources (CDWR). CDWR and Roseville Electric signed a two-year agreement to temporarily allow the units at the site - CDWR will manage the generators.

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 Julie Winter, and seconded by Pauline Roccucci to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20. The motion carried by a majority of those members present on a roll call vote as follows:

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

10. NCPA's Financials for the Month Ended September 30, 2021 – approval by all members.

11. Treasurer's Report for the Month Ended September 30, 2021 – accept by all members.

- 12. Disposal of Northern California Power Agency Surplus Property** – note and file the report by all members for the disposal of a 2002 Ford pick-up truck from the Hydroelectric Facility.
Fiscal Impact: This report has no direct fiscal impact to the Agency.
- 13. 2022 NCPA Committee Meeting Calendar** – approval by all members.
Fiscal Impact: This item has no direct fiscal impact to the Agency.
- 14. Acceptance of the Annual Financial Statement and Associated Audit Report and Letters for Years Ended June 30, 2021 and 2020** – accept and file by all members the Annual Financial Statements and Associated Audit Report and Letters for the years ended June 30, 2021 and 2020.
Fiscal Impact: This financial report for the years ended June 30, 2021 and 2020 has no direct budget impact to NCPA; it reports on the fiscal impacts for the last fiscal year.
- 15. Resolution 21-96, Black & Veatch Corporation - Second Amendment to Five Year Multi-Task Professional Services Agreement for Consulting Services Related to Project Support and Plant Operations; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Second Amendment to the Multi-Task Professional Services Agreement with Black & Veatch Corporation for consulting services related to project support and plant operations, with any non-substantial changes recommended and approved by the NCPA General Counsel or her designee, extending the agreement expiration date from November 26, 2021 to January 31, 2022, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement will remain unchanged at not to exceed \$1,500,000 over the remainder of the contract term.
- 16. Resolution 21-97, ACCO Engineered Systems, Inc. – First Amendment to Five Year Multi-Task General Services Agreement for 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** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with ACCO Engineered Systems, Inc. for HVAC maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the agreement expiration from November 17, 2021 to January 31, 2022, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement will remain unchanged at not to exceed \$750,000 over the remainder of the contract term.
- 17. Resolution 21-98, CH2M Hill Engineers, Inc. – First Amendment to Five Year Multi-Task Professional Services Agreement for Compliance Support Services Including Biological Monitoring and General Compliance Support; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with CH2M Hill Engineers, Inc. for compliance support services, including biological monitoring and general compliance support, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$200,000 to \$500,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
Fiscal Impact: Upon execution, the total not to exceed amount of the agreement will increase from \$200,000 to \$500,000 over the remainder of the contract term.

18. Resolution 21-99, Evoqua Water Technologies, LLC - First Amendment to Five Year Multi-Task General Services Agreement for Water Treatment Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Evoqua Water Technologies, LLC for condensate polisher resin regeneration, DI mixed bed vessel rental and regeneration, RO & UF membrane cleaning and other water treatment support services, with any non-substantial changes recommended and approved by the NCPA General Counsel or her designee, modifying the warranty language in Sections 12.1 and 12.2 and adding emergency delivery pricing in Exhibit B, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

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

19. Resolution 21-104, Hometown Connections, Inc. – First Amendment to Five Year Multi-Task Consulting Services Agreement Applicable to 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 First Amendment to the Multi-Task Consulting Services Agreement with Hometown Connections, Inc., for various consulting related tasks including but not limited to organization assessments, strategic planning, market research, and training, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed to \$1,000,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members.

Fiscal Impact: Upon execution, the total not-to-exceed amount of the agreement will increase from \$250,000 to \$1,000,000 with no other changes to the terms and conditions.

20. Resolution 21-105, Approval of the Third Amendment to the Lease Agreement with Consolidated Communications for the Disaster Recovery Center Facility – adopt resolution by all members authorizing the General Manager or his designee to execute the Third Amendment to the Lease Agreement extending the period for up to two years or April 30, 2024, with any non-substantial changes recommended and approved by the General Counsel.

Fiscal Impact: Approval of the third amendment will cost \$130,608 through April 2024. The lease is included in the current fiscal year budget with funds available in the General Services budget.

Non-essential Members and NCPA staff left the meeting for closed session items 21-23.

CLOSED SESSION

Chair Hagele asked General Counsel to move the Commission into closed session. General Counsel Jane Luckhardt took the Commission into closed session.

General Counsel Luckhardt asked non-appointed Commissioners and essential staff to leave closed session for items 25 and 26 discussion, and Plant Manager Randy Bowersox, Plant Manager Michael DeBortoli, and Human Resources Manager Elizabeth Gonzalez joined closed session for the discussion.

21. 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.

- 22. CONFERENCE WITH LEGAL COUNSEL** – Anticipated Litigation pursuant to Government Code Section 54956.9(d)(2) – two (2) cases.
- 23. 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.
- 24. CONFERENCE WITH LABOR NEGOTIATORS** – pursuant to Government Code Section 54957.6: Agency representatives: General Manager Randy S. Howard, Assistant General Manager Monty Hanks, and Human Resources Manager Elizabeth Gonzalez. Employee organization: IBEW Local 1245 (Geothermal and Combustion Turbines).
- 25. CONFERENCE WITH LABOR NEGOTIATORS** – pursuant to Government Code Section 54957.6: Agency representatives: General Manager Randy S. Howard, Assistant General Manager Monty Hanks, and Human Resources Manager Elizabeth Gonzalez. Employee organization: Hydroelectric Employees Association (Hydroelectric Facility).

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the public meeting.

REPORT FROM CLOSED SESSION

Closed Session Disclosure: General Counsel Jane Luckhardt reported that staff was given direction to reject a settlement offer by the California Department of Water Resources. No reportable action was taken on the other items.

DISCUSSION / ACTION ITEMS

- 26. Resolution 21-94, IBEW Local 1245 Memorandum of Understanding** – adopt resolution by all members approving the Memorandum of Understanding (MOU) between NCPA and the IBEW Local 1245 for the period of December 19, 2021, through December 28, 2024. The MOU was bargained in good faith based on the direction provided by the Executive Committee to management's negotiations representatives. In addition, management requests authorization for the General Manager to make the required modifications in the MOU to implement the economic and non-economic agreed upon terms and conditions.

Fiscal Impact: There are sufficient funds within the FY2022 budget to cover the general wage increases. No additional budget change or modification is required.

Staff addressed the full Commission and asked if they would like to be provided the presentation presented in closed session. The full Commission agreed it was not necessary to provide the presentation in open session. However, staff was asked to explain the medical opted out payment provision for employees that choose not to use NCPA's medical coverage.

MOTION: A motion was made by Jenelle Osborne, and seconded by Suds Jain to adopt resolution approving the Memorandum of Understanding (MOU) between NCPA and the IBEW Local 1245 for the period of December 19, 2021, through December 28, 2024. The MOU was bargained in good faith based on the direction provided by the Executive Committee to management's negotiations representatives. In addition, management requests authorization for the General Manager to make the required modifications in the MOU to implement the economic and non-economic agreed upon

terms and conditions. Motion carried by majority on a roll call vote of those members present as follows:

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

- 27. Resolution 21-95, Hydroelectric Employee Association Memorandum of Understanding –** adopt resolution by all members approving the Memorandum of Understanding (MOU) between NCPA and the Hydroelectric Employee Association (HEA) for the period of December 19, 2021, through December 28, 2024. The MOU was bargained in good faith based on the direction provided by the Executive Committee to management’s negotiations representatives. In addition, management requests authorization for the General Manager to make the required modifications in the MOU to implement the economic and non-economic agreed upon terms and conditions.
- Fiscal Impact:** There are sufficient funds within the FY2022 budget to cover the general wage increases. No additional budget change or modification is required.

MOTION: A motion was made by Bo Shepard, and seconded by Suds Jain to adopt resolution approving the Memorandum of Understanding (MOU) between NCPA and the Hydroelectric Employee Association (HEA) for the period of December 19, 2021, through December 28, 2024. The MOU was bargained in good faith based on the direction provided by the Executive Committee to management’s negotiations representatives. In addition, management requests authorization for the General Manager to make the required modifications in the MOU to implement the economic and non-economic agreed upon terms and conditions. Motion carried by majority on a roll call vote of those members present as follows:

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

28. Resolution 21-106, Approval of Major Insurance Renewals for Policy Year 2022 – adopt resolution by all members authorizing the General Manager to negotiate and bind policy year 2022 property and liability coverages at a not-to-exceed amount of \$5,700,000. This authority includes a not-to-exceed of \$3,700,000 for property insurance and \$2,000,000 for casualty insurance.
Fiscal Impact: The total cost of the policy year 2022 insurance programs is an estimated, not-to-exceed of \$5,700,000. The Agency is estimated to save at least \$2 million in property premiums over the expiring coverages in 2022 and over \$4 million during the term. The Casualty program is expected to increase approximately 15%. Staff will return in January with a final report of coverages and premiums.

Assistant General Manager/CFO Monty Hanks gave a presentation and an overview of the Major Insurance Renewals for Policy Year 2022. The Commission discussed and asked questions regarding the overall costs. Commissioner Bo Sheppard thanked NCPA staff for taking the time and effort to find the extra cost savings for the Members.

MOTION: A motion was made by Jerry Serventi, and seconded by Jenelle Osborne to adopt resolution authorizing the General Manager to negotiate and bind policy year 2022 property and liability coverages at a not-to-exceed amount of \$5,700,000. This authority includes a not-to-exceed of \$3,700,000 for property insurance and \$2,000,000 for casualty insurance. Motion carried by majority on a roll call vote of those members present as follows:

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

29. Overview of the FY2023 Budget Process and Approach – Commission provide guidance and direct staff to prepare for the FY2023 NCPA Operating Budget in accordance with the accepted directions.

Fiscal Impact: Direction provided in this presentation will provide budget guidance for FY2023. Specific fiscal impact is not known at this time. Actual fiscal impact will be presented at the time of final approval of the budget, currently scheduled for April 2022.

Assistant General Manager/CFO Monty Hanks gave a presentation and explained the process and approach for the FY2023 Operating Budget and the overall issuing impacting the budget. Commissioner Jain recommended staff look into adding more dollars to major project improvements at the Geothermal facility.

MOTION: A motion was made by Pauline Roccucci, and seconded by Julie Winter to accept the guidance and direct staff to prepare for the FY2023 NCPA Operating Budget in accordance with the accepted directions. Motion carried by majority on a roll call vote of those members present as follows:

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

30. NCPA's Emergency Declaration Discussion – staff to provide an update and discussion on NCPA's Existing Emergency Declaration regarding COVID-19.

General Counsel Jane Luckhardt provided a brief overview an update on the existing emergency declaration. She noted that the emergency declaration is still in place and is only being used to allow the General Manager the ability to provide telecommuting for those NCPA employees who opt to use it. At this time, staff recommended keeping the emergency declaration in place until an approved policy for telecommuting is in place. Staff will seek Commission approval of the Telecommuting Policy at the December Commission meeting.

INFORMATION ITEM

31. Overview of FY 2021 Annual Billing Settlements Review Process – update and staff presentation.

Assistant General Manager / CFO Monty Hanks gave a presentation on the FY 2021 Settlement Summary and Preliminary Results of generation resources, transmission, management services, pass-through, third party revenues, and encumbrances. Next steps will be to present to the Committees for final review and seek Commission approval at the December meeting.

NEW BUSINESS

Chair Hagele ask if there was any new business to discuss. No new business was discussed or mentioned.

ADJOURNMENT

The October 28, 2021, Commission meeting was adjourned at 12:34 pm by Chair Hagele.

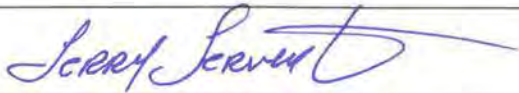



Respectfully submitted,
//
DAVID HAGELE
Commission Chair

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

Attachments

**Northern California Power Agency
Commission Meeting / Teleconference
October 28, 2021
COMMISSIONERS
Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	
2 - BIGGS	
3 - GRIDLEY	
4 - HEALDSBURG	
5 - LODI	
6 - LOMPOC	
7 - PALO ALTO	
8 - PORT OF OAKLAND	
9 - PLUMAS-SIERRA REC	
10 - REDDING	
11 - ROSEVILLE	
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	
14 - SHASTA LAKE	
15 - TRUCKEE DONNER	
16 - UKIAH	

Attendance List

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

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Minutes

Date: November 12, 2021
To: NCPA Commission
From: Carrie Pollo, Acting Assistant Secretary to the Commission
Subject: NCPA Special Commission Meeting / Teleconference Minutes

1. Call Meeting to Order and Introductions

Vice Chair Jerry Serventi called the meeting to order at 2:02 pm at the Northern California Power Agency, 651 Commerce Drive, Roseville, California. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

PUBLIC FORUM

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

DISCUSSION / ACTION ITEMS

- 2. Resolution 21-110, Approval of Contract 21-SNR-02661 and Request for Assignment of Base Resource Percentage** – adopt resolution by all members authorizing the General Manager of Northern California Power Agency (NCPA) to enter into Contract 21-SNR-02661 (2025 Base Resource Contract) with the United States Department of Energy Western Area Power Administration Sierra Nevada Region (Western), and to enter into Request for Assignment of Base Resource Percentage letter agreements with Members (Request for Assignment Agreement), including any non-substantial modifications to Contract 21-SNR-02661 or the Assignment of Base Resource Percentage letter agreement recommended and approved by the NCPA General Counsel.
- Fiscal Impact:** Pursuant to the 2025 Base Resource Contract, Western markets Base Resource on a take-or-pay basis. NCPA, acting on behalf of the Members' who assign all or a portion of their Base Resource percentage to NCPA, will be obligated to pay its Base Resource percentage share of Base Resources costs, as set forth in the Marketing Plan and associated rate schedules. Therefore, in addition to the 2025 Base Resource Contract and Request for Assignment of Base Resource Percentage letter agreement, each Member who elects to assign all or a portion of its Base Resource percentage to NCPA will be required to execute the AAA between NCPA and the Member, and the AAA sets forth the terms and conditions under which NCPA will administer the Member's Base Resource percentage, and establishes the assigning Member's obligation to pay for all Base Resource costs incurred by NCPA as a result of the assignment.

Assistant General Manager Tony Zimmer gave a presentation and provided background information. The Commission expressed concerns on whether or not there was still an option to terminate the 2025 Base Resource Contract. NCPA and NCPA Participate Members may terminate the 2025 Base Resource Contract for any reason through June 30, 2024, or after June 30, 2024 based on the provisions set forth in the Marketing Plan and the 2025 Base Resource Contract. Participant Members also have the option to transfer rights to another Participant Member.

MOTION: A motion was made by Jeff Berkheimer, and seconded by Jenelle Osborne to adopt resolution authorizing the General Manager of Northern California Power Agency (NCPA) to enter into Contract 21-SNR-02661 (2025 Base Resource Contract) with the United States Department of Energy Western Area Power Administration Sierra Nevada Region (Western), and to enter into Request for Assignment of Base Resource Percentage letter agreements with Members (Request for Assignment Agreement), including any non-substantial modifications to Contract 21-SNR-02661 or the Assignment of Base Resource Percentage letter agreement recommended and approved by the NCPA General Counsel. Motion carried by majority on a roll call vote of those members present. *San Francisco BART, Healdsburg, Palo Alto, Redding, Roseville, Shasta Lake and Ukiah were absent.*

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

ADJOURNMENT

The November 12, 2021, Commission meeting was adjourned at 2:29 pm by Vice Chair Serventi.

Respectfully submitted,
//
JERRY SERVENTI
Commission Vice Chair

Prepared by,
//
CARRIE POLLO
Acting Assistant Secretary to the Commission

Attachments

**Northern California Power Agency
Special Commission Meeting
November 12, 2021
COMMISSIONERS
Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	Jerry Serventi
2 - BIGGS	Bo Sheppard
3 - GRIDLEY	Catalina Sanchez
4 - HEALDSBURG	<i>Did not attend</i>
5 - LODI	Jeff Berkheimer
6 - LOMPOC	Jenelle Osborne
7 - PALO ALTO	<i>Did not attend</i>
8 - PORT OF OAKLAND	Jared Carpenter
9 - PLUMAS-SIERRA REC	Larry Price
10 - REDDING	<i>Did not attend</i>
11 - ROSEVILLE	<i>Did not attend</i>
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	<i>Did not attend</i>
13 - SANTA CLARA	Suds Jain
14 - SHASTA LAKE	<i>Did not attend</i>
15 - TRUCKEE DONNER	Steven Poncelet
16 - UKIAH	<i>Did not attend</i>

**Northern California Power Agency
Special Commission Meeting
November 12, 2021
COMMISSIONERS
Attendance List**

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

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SUPPORT SERVICES PROGRAM STATUS REPORT

November 16, 2021

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

SSPA CONFIRMATIONS EXECUTED/WORK IN PROGRESS

<i>No.</i>	<i>Member Name</i>	<i>Date</i>	<i>Amount NTE</i>	<i>Vendor Name & Short Description</i>
0239	City of Roseville	11/5/21	\$ 74,961.00	D+R International; Building and electrification technologies including Home Energy Estimator when considering HVAC systems with heat pump technology and QMerit EV services.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0238	City of Roseville	10/21/21	\$ 18,945.00	Dudek; Wildfire Mitigation Plan review for 2021.
0237	City of Santa Clara	9/14/21	\$132,058.00	Central Coast Energy Services, Inc.; income eligibility and processing of applications for Financial Rate Assistance Program, both new and renewal for existing customers.
0235	Truckee Donner PUD	9/3/21	\$ 10,000.00	Hometown Connections, Inc.; pre-work site assessment services regarding Business Operation Assessment
0234	City of Santa Clara	10/29/21	\$ 26,769.00	Dudek; Independent Evaluator review, report, and presentation to Council re SVP's Wildfire Mitigation Plan.
0230	City of Santa Clara	8/30/21	\$ 87,715.00	Frontier Energy, Inc.; Electrification and education services including Induction Cooking demonstration, online trainings, commercial food services site audits, and Guest Chef cooking classes.
0229	City of Lompoc	8/2/21	\$ 71,470.00	MFP Connect, LLC; Services re electric line extensions including conceptual framework, interviews with staff, reporting, policies, and development of rules and regulations.
0228	City of Palo Alto	7/14/21	\$ 11,950.00	Frontier Energy, Inc.; kitchen energy efficiency services for up to five restaurants to support electrification efforts.
0225	City of Roseville	8/2/21	\$167,716.00	Plug In America; provide EV education in-person and virtual events and EV advocate trainings; provide Dealer Incentive Program including training, engagement, certificate pricing, license fees, incentive funds, and program management.
0224	City of Healdsburg	7/1/21	\$ 9,394.00	HOT/SHOT Infrared Inspections Inc.; infrared inspections of one substation and overhead 12kv distribution system.
0221	City of Lompoc	6/7/21	\$ 57,500.00	Hometown Connections, Inc.; services to facilitate the development of a Strategic Plan through HCI planning process and preparation of final plan document.
0220	City of Shasta Lake	6/2/21	\$ 9,348.00	TRC Solutions Inc.; independent third-party evaluation of the City's Physical Security Plan consistent with CPUC Decision 19-01-018.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0219	City of Redding	6/29/21	\$312,820.00	Quest Media & Supplies, Inc.; for design services for Fiber Optic Infrastructure Project including site walks, baseline drawings, update every pole drawing, full permit package for project compliant with public works requirements.
0218	City of Redding	6/15/21	\$200,785.00	Bell Burnett & Associates; consulting services to prepare Mitigation Implementation Plan and conduct review of REU's Capital Program and make recommendations about most efficient means of implementation.
0216	Port of Oakland	5/12/21	\$ 7,973.00	TRC Solutions, Inc.; for independent third-party evaluation of Physical Security Plan per CPUC Decision 19-01-018.
0215	Port of Oakland	5/18/21	\$34,675.00	Black & Veatch, Inc.; engineering and substation support services including analysis of diagrams and other substation information to assist with PG&E application and distribution planning.
0209	City of Redding	6/15/21	\$303,129.00	Quantum Spatial, Inc.; LiDAR remote sensing data services for REU's Tier 1 and Tier 2 regions to assist with vegetation management.
0204	City of Lompoc	3/30/21	\$125,000.00	MFP Connect, Inc.; provide personnel services to lead special project-onboard energy consultant with extensive T&D experience to assess system health, recommend/prioritize critical path maintenance, develop comprehensive CIP and additional duties as requested by UD.
0192	City of Redding	11/19/20	\$ 76,840.00	GDS Associates, Inc.; Services re: REU's Energy Efficiency Integrated Resource Plan with ultimate goal being the development of final report that provides recommendation of preferred portfolio, identifies potential funding sources and approximate budgets through 2030.
0186	Alameda Municipal Power	9/21/20	\$ 75,000.00	Flynn Resource Consultants, Inc.; Continued services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, and other services as requested in FY21.

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

SSA CONFIRMATIONS EXECUTED AND IN PROGRESS (SCPPA CONTRACTS)

No.	NCPA Member	Date	Amount	Vendor Name & Short Description
0223	Alameda Municipal Power	8/30/21	\$270,000.00	The Energy Federation, Inc.; eCommerce marketplace platform and fulfillment for AMP's customers; downstream rebate processing.
0196	City of Santa Clara	10/13/21	\$ 32,675.00	Tinker, LLC; science-based curriculum energy education program to teach students about energy and how to use it wisely.



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: December 2, 2021
To: NCPA Commission
Subject: November 3, 2021 Facilities Committee Meeting Minutes

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



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Minutes – Draft

Date: November 4, 2021
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: November 3, 2021 Facilities Committee Meeting Minutes

1. **Call meeting to order & Roll Call** – The meeting was called to order by the Committee Vice Chair Jiayo Chiang (Lodi) at 9:03 am. Attending via teleconference and/or on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), Brian Schinstock (Roseville), and 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, Lompoc, 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 October 6, 2021, Facilities Committee meeting, and the October 14, 2021 Special Facilities Committee meeting.**

Motion: A motion was made by Catalina Sanchez and seconded by Mark Sorensen recommending approval of the minutes from the October 6, 2021 Facilities Committee meeting, and the October 14, 2021 Special Facilities Committee meeting. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, and Santa Clara. The motion passed.

3. **Appointment of Facilities Committee Chair and Vice Chair** – The 2021 Vice Chair, Jiayo Chiang will be appointed as the 2022 Chair and the Committee nominated Alan Harbottle as the new Vice Chair.

Motion: A motion was made by Shiva Swaminathan and seconded by Mike Brozo recommending approval of the 2021 Vice Chair, Jiayo Chiang, to be appointed as the 2022 Chair, and nominates

Alan Harbottle as the new Vice Chair. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 4. All NCPA Facilities, Members, SCPPA – Contra Costa Electric, Inc. First Amendment to MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of the First Amendment to the five-year Multi-Task General Services Agreement with Contra Costa Electric, Inc. for electrical maintenance services, increasing the not-to-exceed amount to \$1,500,000, with no other changes to the contract terms, 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 Contra Costa Electric, Inc., effective December 6, 2019, for an amount not to exceed \$500,000, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities. Contra Costa was recently awarded the LEC Motor Cable Replacements Project (pending December Commission approval) totaling \$467,762. In order to avoid using up the entire agreement funds available, NCPA now desires to enter into a First Amendment to the Multi-Task General Services agreement to increase the not-to-exceed amount from \$500,000 to \$1,500,000. NCPA has agreements in place for similar services with Eaton Corporation, Electrical Maintenance Consultants, GE Energy and Schneider Electric.

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

Motion: A motion was made by Shiva Swaminathan and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Contra Costa Electric, Inc. for electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$500,000 to \$1,500,000, 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, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 5. All NCPA Facilities – Airgas Specialty Products, Inc. MTEMS** – Staff presented background information and was seeking a recommendation for Commission approval of the five-year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas Specialty Products, Inc. for chemical purchases, with a not-to-exceed of \$1,000,000, for use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures.

Chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar purchases with Apex Engineering Products, Brenntag Pacific, Hill Brothers, Northstar Chemical, Thatcher Chemical and Univar USA, Inc. This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are needed, NCPA will bid the specific scope of work consistent with NCPA procurement policies and

procedures. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Catalina Sanchez and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas Specialty Products, Inc. for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, for use at any facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

6. Settlements Summary Results for FY21 – Staff presented background information and was seeking a recommendation for Commission approval of the final FY21 Annual Billing Settlement for the period of July 1, 2020 through June 30, 2021.

This year's Net Refund of Excess Collections due to participants at fiscal year-end was \$1.32 million or 0.2% of Collections (net of credits) to date. The sources of these refunds were as follows: (1) Net Generation & Transmission operating costs of (\$0.64 million); (2) Management Services costs of \$0.68 million; and (3) Pass-Through Costs and Interest and Other Income of \$1.28 million. Fuel, CAISO charges and energy and ancillary services sales do not play a material role in the annual settlements process as those items are adjusted monthly in the Agency's All Resources Bill when the actual costs for these categories are invoiced by NCPA. A draft Commission Staff Report was available for review. It is recommended to place this item on the Commission Consent Calendar.

Next steps include presenting the final FY21 Annual Billing Settlement for the period of July 1, 2020 through June 30, 2021 to the LEC PPC on November 15, the Utility Director's on November 18, with final Commission approval on December 2, 2021.

Motion: A motion was made by Catalina Sanchez and seconded by Shiva Swaminathan recommending Commission approval of FY 2021 Annual Billing Settlements as presented 11/03/2021 for the period of July 1, 2020 through June 30, 2021, totaling approximately \$1.32 million. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, And Santa Clara. The motion passed.

7. NCPA Geothermal Facility – Geothermal Plant 2 Unit 4 Overhaul Project – Staff presented background information and was seeking a recommendation for Commission approval of the Geothermal Plant 2 Unit 4 Overhaul Project, including delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project, in an amount not to exceed \$3,500,000, and authorizing the use of \$3,500,000 from Maintenance Reserve to fund this project. All purchase orders will be issued following NCPA procurement policies and procedures.

The Geothermal Plant 2, Unit 4 is due for an overhaul. The Geothermal Plant 2 Unit 4 Overhaul Project was originally scheduled to take place in Spring of 2022, but due to planning delays, COVID-19 concerns, and budgeting requirements, the outage was deferred to Fall of 2022.

Listed below are highlights of major work to be performed as a part of the Geothermal Plant 2 Unit 4 Overhaul Project:

1. Unit 4 Turbine Rotor and Generator
 - a. All work to transport, inspect, clean, perform preventative maintenance, test, and return one redesigned Ansaldo steam turbine rotor.

- b. All inspections, removal, cleaning, installation, and documentation of turbine.
- 2. Main Condenser and NCG Heat Exchanger
 - a. General tube maintenance cleaning
- 3. Balance of Plant (BOP)
 - a. Pull, refurbish, test and install motor and pumps.
 - b. Replace MCC Breakers
 - c. Upgrade Siemens DCS to version 8.3
 - d. Replace Stretford MCC
 - e. Install actuators to enable jet transfer to vacuum pump
 - f. Refurbish circulation water system actuators
 - g. EHC (Electro-hydraulic Control)
 - h. Seal Oil
 - i. Gland Steam Condenser
 - j. Cooling Tower

In preparation for the overhaul, some equipment will need to be sent out for repair and refurbishment. Long lead items also need to be ordered. Funds are needed in advance of the overhaul to refurbish the spare turbine rotor, turbine diaphragms, spare generator rotor, and other miscellaneous balance of plant equipment. This equipment and materials are to be staged and ready for installation at the beginning of the overhaul.

The estimated cost of the Geothermal Plant 2 Unit 4 Overhaul Project is not to exceed \$3,500,000. The FY2022 budget was approved to pre-collect funds in the Maintenance Reserve for this work. All proposed work performed shall be funded through the Maintenance Reserve account. The scope of work and estimated costs are as follows.

<u>Geothermal Plant 2 Unit 4 Overhaul Project Work</u>	Estimated Cost
Overhaul of Unit #4 Turbine Rotor and Generator	\$1,850,000
Cleaning of Main Condenser and Gas Removal System Heat Exchangers	\$ 150,000
Repairs and Cleaning of Unit #4 Cooling Tower	\$ 250,000
Repairs and Cleaning of Unit #4 Stretford System	\$ 200,000
Replace Motor Control Center Breakers	\$ 150,000
Inspect and Test Main GSU Transformer and Electrical Switch Gear	\$ 50,000
Overhaul of Large Pumps and Motors	\$ 250,000
Subtotal	\$2,900,000
Contingency (~20%)	\$ 600,000
Total Project Cost	\$3,500,000

Motion: A motion was made by Brian Schinstock and seconded by Bill Her recommending Commission approval authorizing the Geothermal Plant 2 Unit 4 Overhaul Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed \$3,500,000, and authorizing the use of \$3,500,000 from Maintenance Reserve to fund this project. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Palo Alto and Redding. The motion passed.

8. **2025 Western Base Resource Contract** – Staff will present contracts and materials in support of the 2025 Western Base Resource Contract, and will seek a recommendation for Commission approval of the 2025 Western Base Resource Contracts. ***This item was pulled from the agenda.***
9. **Camp Far West PPA and Third Phase Agreement** – Staff discussed background information and was seeking a recommendation for Commission approval of the Camp Far West Power Purchase Agreement and Third Phase Agreement.

South Sutter Water District (SSWD) owns and operates the Camp Far West Hydroelectric Project (Camp Far West). This is a run-of-river project located at Camp Far West Reservoir, and provides 6.8 MW of RPS eligible energy, as well as LCR eligible energy in the Sierra LCR area. NCPA, on behalf of and in coordination with the Participating Members, has worked with SSWD to develop a Power Purchase Agreement (PPA). The initial PPA delivery term is for 20 years. Products include facility energy, capacity rights, and environmental attributes. NCPA will schedule and dispatch the Camp Far West resources, while SSWD will operate and maintain the Camp Far West facility. The facility is currently operating in the CAISO markets. The resource will be transferred to NCPA upon the initial delivery date. Rates for the products are as follows: 1) RA Capacity Rate = \$4.00 / kW-month; 2) Energy Rate = CAISO Credit — pass-through of CAISO market credits and charges; and 3) REC Rate = \$14.25 per MWh.

The Third Phase Agreement between NCPA and the Participating Members enables NCPA to enter into the SSWD PPA. Key Third Phase Agreement provisions include: 1) Specifying the rights and obligations of NCPA and the Participants; 2) Products will be delivered to the Participants based on their Project Participation Percentage; 3) Each Participant agrees to pay for their share of Project Costs, Administrative Services Costs, scheduling coordination costs, and all other related costs; 4) Establishes Security Deposit Requirements; and 5) Establishes rules for governance and other administrative functions. The total project participation percentages is 100% to the City of Santa Clara.

Motion: A motion was made by Bill Her and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager of Northern California Power Agency (NCPA) to enter into (i) the Power Purchase Agreement between South Sutter Water District (SSWD) and Northern California Power Agency (PPA), and (ii) the Third Phase Agreement for Power Purchase Agreement with South Sutter Water District (Third Phase Agreement), including any non-substantial modifications to the Third Phase Agreement or PPA recommended and approved by the NCPA General Counsel. A vote was taken by roll call: YES = Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. ABSTAIN = Alameda. The motion passed.

10. **SFWPA Operations Procedure** – Staff reviewed a new Facilities Schedule 15. Upon Commission approval, this schedule will be added to the Amended and Restated Facilities Agreement, which documents the SFWPA Operating procedures.

Staff discussed with the Committee, the four sections of the Facilities Schedule 15, which include: 1) Definitions; 2) General Operating Criteria; 3) Forecasting Project Storage and Use; and 4) Scheduling. Specific procedures will be developed for pre-scheduling that are necessary for models, reservoir flow charts, and processes. These are high level procedures. NCPA is to act as the project manager. Staff is proposing to operate this project similar to LEC rather than Collierville. Models are still currently being built. Staff is asking for Project Participant review and feedback of the Facilities Schedule 15, prior to the next Committee meeting. This item will be brought back to the December 1, 2021 Facilities Committee meeting for final review and recommendation for Commission approval.

INFORMATIONAL ITEMS

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

Glover Solar, LLC – PPA negotiations were nearly complete, when the developer came back to NCPA with a very high price, nearly double the previous price, per MWh. This price is too high for the Participants interested in the project. There is no longer interest in this project.

Stagecoach Solar – Member interest for this project includes, Redding, Santa Clara, Lodi, and Lompoc. Staff will seek to enter into a Letter of Intent with Avangrid to engage in active PPA negotiations, for 100 MW out of a total 200 MW. The term would be 10 to 20 years. The product includes energy, capacity, and environmental attributes through the Calpine Geothermal Resource at approximately \$68.00 per MWh (to be negotiated with counterparty).

EBCE RFP – NCPA submitted a RFP to EBCE for Power Management Services. On October 30, 2021 NCPA was notified that NCPA was selected to continue services. This agreement renewed automatically on November 1, 2021.

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

Hydro – Collierville Powerhouse was in a dual unit outage from October 1 – 3, 2021. After the dual unit outage, each unit was in an outage separately for two weeks. All maintenance and work was completed, with Collierville Powerhouse was back online Saturday, October 30, 2021. The Bomb Cyclone event on Sunday, October 24, 2021 brought lots of water to the hydro project, increasing the New Spicer Meadow (NSM) Reservoir water level by almost five and a half acre feet bringing the storage level total up by 5,500 acre feet. McKays spilled on Monday, October 25, 2021. The project also received several inches of fresh snow.

Geo – There was one safety recordable incident to report for the month of October. One employee suffered a knee injury, and is on limited duty, but not a LTA. Safety training is 83.5% complete. Vegetation management continued during October. CalFire does receive help for the vegetation management from the Department of Corrections. The average net generation for the month was 92.65 MW. Total net generation was 68.9 GWh. CY 2021 net generation is 650.7 GWh YTD, at 7.7% over forecast. Steam field activities include injection into P-7, and preparing to flow test E-8. Projects completed include repairs to the Stretford gas processing system, the five year fire pump test at Plant 2, and steam piping repairs at Plant 2. The Plant 1 Fire Protection Project is currently progressing in the second phase. Geo also received 13 inches of rain during the bomb cyclone.

CTs – October was a quiet month for the CTs. CT1 had 3 actual starts, bringing the FYTD total to 115. CT2 had 0 starts this month, with the FYTD total remaining at 43 starts. There were two planned outages during the month. CT1 Alameda Units 1 and 2 were out for a full month for planned maintenance. CT1 Lodi has used 155 hours already out of 200 allowed. CT1 Alameda Diesel Unit 1 has used 12.4 hours of 20, and Unit 2, 10.9 hours of 20. The Electric Start Project for the diesel engines in Alameda is currently on hold. The Utility Director's declined to proceed with the project. Staff from Alameda Municipal Power toured the CT1 Project in Alameda. Emissions testing results have been returned to NCPA. Staff will apply to increase the limit hours to 35, instead of 20. Based on past operation, this would have affected one of the units for one month. Staff have updated the Resource Data Template to limit the units to two starts per day.

13. Planning and Operations Update –

Resource Integration

- SFWPA (Members) – December 19, 2021
- Sky River Wind (BART) – September 1, 2021
- Slate 1 Solar (BART) – October 31, 2021
- Ukiah Mendocino Hydro (Ukiah) - Ongoing
- Antelope Solar (NCPA) – December 1, 2021
- Camp Far West (SVP) – Q4, 2021
- Henrietta D Energy Storage – October 2021 – Stand Alone Battery January 1, 2022
- Golden Fields Solar III – March 31, 2022
- Rosamond Solar – 2022
- CT Project No. 1 – AGC Controls

14. Schedule next meeting date – The next regular Facilities Committee meeting is scheduled for December 1, 2021.

ADJOURNMENT

The meeting was adjourned at 11:30 am by the Committee Vice Chair.

**Northern California Power Agency
November 3, 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.

[illegible]




Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: October 31, 2021 Financial Report (unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:		
All Members	<input checked="" type="checkbox"/>	
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:

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

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the December 2, 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 October 31, 2021 financial reports are also included.

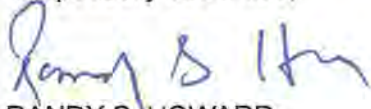
FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- October 31, 2021 Financial Report

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

**Schedule of Disbursements
(Unaudited)**

For the Month of October 2021

Operations:

Geothermal	\$ 1,155,611
Hydroelectric	3,104,221
CT#1 Combustion Turbines	277,469
CT#2 STIG	609,867
Lodi Energy Center	11,356,642
NCPA Operating	<u>39,382,297</u>
Total	<u><u>\$ 55,886,107</u></u>

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

PERCENT OF YEAR ELAPSED 33%

	This Month	Actual Year To-Date	FY 2022 Budget	% Used	
<u>GENERATION RESOURCES</u>					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 2,026,653	\$ 7,845,990	\$ 20,659,536	38%	(a)
Debt Service (Net)	2,785,136	11,140,546	33,421,637	33%	
Annual Budget Cost	4,811,789	18,986,536	54,081,173	35%	
Geothermal					
Other Plant Cost	2,546,031	11,833,970	35,708,919	33%	
Debt Service (Net)	412,788	1,651,151	4,953,453	33%	
Annual Budget Cost	2,958,819	13,485,121	40,662,372	33%	
Combustion Turbine No. 1					
Fuel	179,684	619,971	791,613	78%	(b)
Other Plant Cost	488,941	2,239,582	6,263,071	36%	
Annual Budget Cost	668,625	2,859,553	7,054,684	41%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	187,611	1,195,225	1,265,369	94%	(c)
Other Plant Cost	145,133	748,692	2,649,010	28%	
Debt Service (Net)	420,667	1,682,667	5,048,000	33%	
Annual Budget Cost	753,411	3,626,584	8,962,379	40%	
Lodi Energy Center					
Fuel	9,719,903	34,548,330	31,029,301	111%	(c)
Other Plant Cost	4,432,209	16,227,314	31,775,721	51%	(c)
Debt Service (Net)	2,197,050	8,788,199	26,008,267	34%	
Annual Budget Cost	16,349,162	59,563,843	88,813,289	67%	
Member Resources - Energy					
	5,151,793	25,886,773	67,416,504	38%	(d)
Member Resources - Natural Gas					
	629,245	2,570,782	2,981,422	86%	(c)
Western Resources					
	(167,238)	8,833,210	27,302,082	32%	
Market Power Purchases					
	5,406,075	20,955,741	17,224,803	122%	(d)
Load Aggregation Costs - CAISO					
	132,324,037	419,466,237	282,244,061	149%	(e)
Net GHG Obligations					
	-	605,800	1,276,784	N/A	
	168,885,718	576,840,180	598,019,553	96%	
<u>TRANSMISSION</u>					
Independent System Operator					
Grid Management Charge	671,446	2,747,072	2,417,506	114%	(f)
Wheeling Access Charge	9,825,113	40,266,636	119,362,830	34%	
Ancillary Services	(7,208)	5,660,945	3,846,319	147%	(g)
Other ISO Charges/(Credits)	8,092,416	43,161,472	946,016	4562%	(h)
	18,581,767	91,836,125	126,572,671	73%	
<u>MANAGEMENT SERVICES</u>					
Legislative & Regulatory					
Legislative Representation	130,259	531,748	2,101,373	25%	
Regulatory Representation	54,022	207,214	633,940	33%	
Western Representation	44,495	176,354	693,937	25%	
Customer Programs	29,822	131,232	481,257	27%	
Judicial Action	64,872	231,964	300,000	77%	(i)
Power Management					
System Control & Load Dispatch	492,670	2,197,745	7,427,479	30%	
Forecasting, Planning, Prescheduling & Trading	212,301	883,799	2,810,687	31%	
Industry Restructuring & Regulatory Affairs	30,515	134,803	423,181	32%	
Contract Admin, Interconnection Svcs & External Affairs	73,683	323,298	974,600	33%	
Gas Purchase Program	3,815	18,966	80,779	23%	
Market Purchase Project	7,291	28,492	115,897	25%	

Management Services continued on next page

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

PERCENT OF YEAR ELAPSED 33%

	This Month	Actual Year To-Date	FY 2022 Budget	% Used	
Energy Risk Management	11,130	41,781	198,417	21%	
Settlements	50,797	279,294	975,283	29%	
Integrated Systems Support	46,621	159,201	307,165	52%	(j)
Participant Pass Through Costs	53,943	271,254	1,717,765	16%	
Support Services	305,761	628,424	-	N/A	
	1,611,997	6,245,569	19,241,760	32%	
TOTAL ANNUAL BUDGET COST	189,079,482	674,921,874	743,833,984	91%	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	20,754,968	85,027,803	101,639,828	84%	(k)
Member Resource ISO Energy Sales	3,187,623	16,568,877	34,352,521	48%	(l)
Member Owned Generation ISO Energy Sales	10,669,882	51,236,620	83,030,430	62%	(l)
Revenue from Customers	48,941,966	93,582,661	-	N/A	(h)
NCPA Contracts ISO Energy Sales	5,862,592	18,566,405	12,614,852	147%	(l)
Western Resource Energy Sales	1,900,507	13,993,204	19,296,646	73%	(l)
Load Aggregation Energy Sales	68,564,691	216,138,169	-	N/A	(d)
Ancillary Services Sales	969,488	4,603,018	4,317,168	107%	(m)
Transmission Sales	9,198	36,792	110,376	33%	
Western Credits, Interest and Other Income	5,837,129	24,379,699	41,468,679	59%	(n)
	166,698,044	524,133,248	296,830,500	177%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 22,381,438	\$ 150,788,626	\$ 447,003,484	34%	

- (a) Hydro CAISO Imbalance Energy and RA Availability charges were higher than budgeted.
- (b) 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.
- (c) Increase in costs due to greater than projected MWhs of generation. CT2 is at 140% of budgeted MWhs and LEC is at 231% of budgeted MWhs at 10/31/21. Fuel costs, CA ISO charges, GHG allowance costs, and variable costs have increased as a result of increased generation.
- (d) Increase due to higher than anticipated market purchases and price per Mwh.
- (e) 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.
- (f) Increase due to unbudgeted grid management estimates, neutrality charges estimates and other cost estimates related to CCAs, which is offset by revenue from customers.
- (g) 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.
- (h) In the current month, adjustments were made to sales to CCAs for trued-up energy and transmission costs, resulting in higher amounts for Other ISO Charges and Revenue from Customers which are unbudgeted in FY22.
- (i) Budgeted costs are partially offset by available encumbrances from the prior years. Additional increases relate to unbudgeted costs for privileged and confidential legal matters related to a multiyear litigation.
- (j) Variance caused by FY22 software maintenance contract costs paid in-full during July. Variance expected to levelize throughout the year.
- (k) Higher plant revenues due to higher generation.
- (l) Higher revenues due to higher energy prices and higher than budgeted contract energy.
- (m) Increase primarily due to greater than expected spinning and reg up capacity settlements revenue from Hydro plant.
- (n) 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

	October 31,	
	2021	2020
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 66,899	\$ 17,198
Investments	34,307	45,942
Accounts receivable		
Participants	129	-
Other	4,590	5,060
Interest receivable	226	302
Inventory and supplies	6,425	5,948
Prepaid expenses	22,450	542
TOTAL CURRENT ASSETS	135,026	74,992
RESTRICTED ASSETS		
Cash and cash equivalents	65,607	57,538
Investments	175,271	164,944
Interest receivable	609	597
TOTAL RESTRICTED ASSETS	241,487	223,079
ELECTRIC PLANT		
Electric plant in service	1,498,235	1,494,633
Less: accumulated depreciation	(1,058,233)	(1,028,952)
TOTAL ELECTRIC PLANT	440,002	465,681
OTHER ASSETS		
Regulatory assets	199,956	223,733
Preliminary survey and investigation costs	53	-
Investment in associated company	265	265
TOTAL ASSETS	1,016,789	987,750
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	8,452	18,934
Pension and OPEB deferrals	18,099	16,936
Asset retirement obligations	61,843	61,957
TOTAL DEFERRED OUTFLOWS OF RESOURCES	88,394	97,827
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,105,183	\$ 1,085,577

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	October 31,	
	2021	2020
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 80,055	\$ 11,576
Member advances	993	993
Operating reserves	24,630	21,106
Current portion of long-term debt	44,860	43,745
Accrued interest payable	9,092	9,700
TOTAL CURRENT LIABILITIES	159,630	87,120
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	62,959	63,003
Operating reserves and other deposits	144,362	132,246
Interest rate swap liability	14,575	20,799
Asset retirement obligations	68,649	67,131
Long-term debt, net	521,361	568,963
TOTAL NON-CURRENT LIABILITIES	811,906	852,142
TOTAL LIABILITIES	971,536	939,262
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	87,316	87,582
Pension and OPEB deferrals	2,187	4,737
TOTAL DEFERRED INFLOWS OF RESOURCES	89,503	92,319
NET POSITION		
Net investment in capital assets	(15,020)	(12,400)
Restricted for debt service	27,278	22,508
Unrestricted	31,886	43,888
TOTAL NET POSITION	44,144	53,996
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,105,183	\$ 1,085,577

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

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

UNAUDITED

	For the Four Months Ended October 31,	
	2021	2020
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 174,735	\$ 125,486
Other Third-Party	196,173	121,259
TOTAL OPERATING REVENUES	370,908	246,745
OPERATING EXPENSES		
Purchased power	159,638	103,527
Operations	60,380	26,040
Transmission	93,783	63,640
Depreciation	10,157	10,084
Maintenance	8,545	7,831
Administrative and general	6,946	6,231
TOTAL OPERATING EXPENSES	339,449	217,353
NET OPERATING REVENUES	31,459	29,392
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(8,543)	(12,798)
Interest income	(150)	(2,752)
Other	4,513	1,545
TOTAL NON OPERATING EXPENSES	(4,180)	(14,005)
FUTURE RECOVERABLE AMOUNTS	(10,037)	(2,151)
REFUNDS TO PARTICIPANTS	(726)	368
INCREASE (DECREASE) IN NET POSITION	16,516	13,604
NET POSITION, Beginning of year	27,628	40,392
NET POSITION, Period ended	\$ 44,144	\$ 53,996

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

October 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	\$ 86	\$ -	\$ -	\$ 1,180	\$ 65,630	\$ 66,899
Investments	-	-	-	-	-	-	-	-	34,307	34,307
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	129	129
Other	-	-	-	-	-	-	1,997	-	2,593	4,590
Interest receivable	-	-	-	-	-	-	74	-	152	226
Inventory and supplies	1,514	1,572	332	284	2,723	-	-	-	-	6,425
Prepaid expenses	149	202	14	21	124	-	-	54	21,886	22,450
Due from Agency and other programs*	16,737	1,286	3,118	6,413	44,684	-	37,954	7,944	(118,136)	-
TOTAL CURRENT ASSETS	18,401	3,060	3,465	6,719	47,617	-	40,025	9,178	6,561	135,026
RESTRICTED ASSETS										
Cash and cash equivalents	3,104	12,712	-	-	10,886	-	19,058	-	19,847	65,607
Investments	27,808	35,756	1,293	-	29,288	-	19,387	-	61,739	175,271
Interest receivable	105	84	-	-	84	-	-	-	336	609
TOTAL RESTRICTED ASSETS	31,017	48,552	1,293	-	40,258	-	38,445	-	81,922	241,487
ELECTRIC PLANT										
Electric plant in service	575,522	395,428	64,865	37,224	410,208	7,736	-	944	6,308	1,498,235
Less: accumulated depreciation	(547,341)	(293,829)	(55,720)	(35,167)	(113,735)	(7,736)	-	(652)	(4,053)	(1,058,233)
TOTAL ELECTRIC PLANT	28,181	101,599	9,145	2,057	296,473	-	-	292	2,255	440,002
OTHER ASSETS										
Regulatory assets	(510)	120,109	3,857	-	25,195	-	-	-	51,305	199,956
Preliminary survey and investigation costs	-	-	-	-	-	-	-	53	-	53
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	77,089	273,320	17,760	8,776	409,543	-	78,470	9,523	142,308	1,016,789
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	736	6,641	-	-	1,075	-	-	-	-	8,452
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	18,099	18,099
Asset retirement obligations	61,488	-	166	-	189	-	-	-	-	61,843
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,224	6,641	166	-	1,264	-	-	-	18,099	88,394
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 139,313	\$ 279,961	\$ 17,926	\$ 8,776	\$ 410,807	\$ -	\$ 78,470	\$ 9,523	\$ 160,407	\$ 1,105,183

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

October 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	\$ 399	\$ 246	\$ -	\$ -	\$ 9,618	\$ -	\$ 64,254	\$ -	\$ 5,538	\$ 80,055
Member advances	791	-	-	-	-	-	-	202	-	993
Operating reserves	2,588	250	617	4,555	16,620	-	-	-	-	24,630
Current portion of long-term debt	4,760	22,855	4,365	-	12,880	-	-	-	-	44,860
Accrued interest payable	64	3,432	128	-	5,468	-	-	-	-	9,092
TOTAL CURRENT LIABILITIES	8,602	26,783	5,110	4,555	44,586	-	64,254	202	5,538	159,630
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	62,959	62,959
Operating reserves and other deposits	1,500	19,767	-	-	227	-	38,419	2,530	81,919	144,362
Interest rate swap liability	-	14,575	-	-	-	-	-	-	-	14,575
Asset retirement obligations	68,294	-	166	-	189	-	-	-	-	68,649
Long-term debt, net	6,785	210,228	10,693	-	293,655	-	-	-	-	521,361
TOTAL NON-CURRENT LIABILITIES	76,579	244,570	10,859	-	294,071	-	38,419	2,530	144,878	811,906
TOTAL LIABILITIES	85,181	271,353	15,969	4,555	338,657	-	102,673	2,732	150,416	971,536
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	37,973	3,180	1,037	2,205	40,145	-	-	315	2,461	87,316
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	2,187	2,187
TOTAL DEFERRED INFLOWS OF RESOURCES	37,973	3,180	1,037	2,205	40,145	-	-	315	4,648	89,503
NET POSITION										
Net investment in capital assets	4,975	(11,084)	(2,718)	-	(6,193)	-	-	-	-	(15,020)
Restricted for debt service	1,598	14,201	1,138	-	10,341	-	-	-	-	27,278
Unrestricted	9,586	2,311	2,500	2,016	27,857	-	(24,203)	6,476	5,343	31,886
TOTAL NET POSITION	16,159	5,428	920	2,016	32,005	-	(24,203)	6,476	5,343	44,144
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 139,313	\$ 279,961	\$ 17,926	\$ 8,776	\$ 410,807	\$ -	\$ 78,470	\$ 9,523	\$ 160,407	\$ 1,105,183

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 Four Months Ended October 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	\$ 3,491	\$ 10,810	\$ 1,624	\$ 1,390	\$ 19,733	\$ -	\$ 130,848	\$ 6,624	\$ 215	\$ 174,735
Other Third-Party	18,908	9,867	1,756	1,952	57,002	-	105,862	826	-	196,173
TOTAL OPERATING REVENUES	22,399	20,677	3,380	3,342	76,735	-	236,710	7,450	215	370,908
OPERATING EXPENSES										
Purchased power	280	2,073	94	407	1,829	-	154,955	-	-	159,638
Operations	5,866	1,303	1,447	921	45,022	-	2,061	3,760	-	60,380
Transmission	173	398	9	24	337	-	92,840	2	-	93,783
Depreciation	1,254	3,271	740	100	4,717	-	-	16	59	10,157
Maintenance	3,578	2,243	158	1,059	1,481	-	-	26	-	8,545
Administrative and general	2,100	1,584	218	421	1,952	-	-	2,396	(1,725)	6,946
Intercompany (sales) purchases, net*	(276)	110	20	26	121	-	-	(1)	-	-
TOTAL OPERATING EXPENSES	12,975	10,982	2,686	2,958	55,459	-	249,856	6,199	(1,666)	339,449
NET OPERATING REVENUES	9,424	9,695	694	384	21,276	-	(13,146)	1,251	1,881	31,459
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(152)	(3,893)	(23)	-	(4,475)	-	-	-	-	(8,543)
Interest income	49	41	8	14	107	-	193	18	(580)	(150)
Other	800	-	711	-	3,247	-	(510)	38	227	4,513
TOTAL NON OPERATING (EXPENSES) REVENUES	697	(3,852)	696	14	(1,121)	-	(317)	56	(353)	(4,180)
FUTURE RECOVERABLE AMOUNTS	(798)	(3,682)	(946)	-	(4,611)	-	-	-	-	(10,037)
REFUNDS TO PARTICIPANTS	378	(231)	13	(141)	-	-	(198)	(636)	89	(726)
INCREASE (DECREASE) IN NET POSITION	9,701	1,930	457	257	15,544	-	(13,661)	671	1,617	16,516
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	\$ 16,159	\$ 5,428	\$ 920	\$ 2,016	\$ 32,005	\$ -	\$ (24,203)	\$ 6,476	\$ 5,343	\$ 44,144

* Eliminated in Combination

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

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 4,426,591
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days	Calpine Geysers Plant Service	Effluent Adj (Mar'18 - Dec'19)	292,665
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 4,719,256</u>



Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

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

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for October 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 \$9,704,751 of which approximately \$1,694 was applicable to Special and Reserve Fund Deposits, \$2,561 to Debt Service and \$9,700,496 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 \$332,309,320 at month end. The current market value of the portfolio totaled \$331,685,739.

The overall portfolio had a combined weighted average interest rate of 0.836% with a bond equivalent yield (yield to maturity) of 0.848%. Investments with a maturity greater than one year totaled \$148,208,000. October maturities totaled \$6 million and monthly receipts totaled \$59 million. During the month \$21 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills increased 3 basis points from 0.03% to 0.06% and rates on one-year T-Bills increased 6 basis points from 0.08% to 0.14%.

To the best of my knowledge and belief, all securities held by NCPA as of October 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 October 31, 2021

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

OCTOBER 31, 2021

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DETAIL REPORT OF INVESTMENTS	APPENDIX

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

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 5,208,329	\$ 129,946,145	\$ 135,154,474	39.52%
Special Deposits	4,491,324	-	4,491,324	1.31%
Construction	843	5,147,634	5,148,477	1.51%
Debt Service	2,561	36,239,070	36,241,631	10.60%
Special & Reserve	1,694	160,976,471	160,978,165	47.07%
	<u>\$ 9,704,751</u>	<u>\$ 332,309,320</u>	<u>\$ 342,014,071</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 331,685,739

NOTE A - Investment amounts shown at book carrying value.

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

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST	INVESTMENTS	OPS/CONSTR	INVESTMENTS	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
		(NOTE B)	(NOTE A)		(NOTE B)		
NCPA FUNDS							
Operating	\$ 55,631,189	\$ 79,542	\$ 5,657,236	\$ (29,467,041)	\$ (9,387,624)	\$ (23,777,313)	\$ (1,264,011)
Special Deposits	3,128,402	-	-	(20,833,929)	-	17,708,741	3,214
Construction	-	-	-	-	(5,147,537)	-	(5,147,537)
Debt Service	-	1	1,047	-	(5,576,546)	5,574,418	(1,080)
Special & Reserve	-	98,714	514,758	-	(1,107,626)	494,154	-
	<u>\$ 58,759,591</u>	<u>\$ 178,257</u>	<u>\$ 6,173,041</u>	<u>\$ (50,300,970)</u>	<u>\$ (21,219,333)</u>	<u>\$ -</u>	<u>\$ (6,409,414)</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
October 31, 2021**

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 9,387,624	\$ (5,657,236)	\$ 4,148	\$ -	\$ -	\$ 3,734,536
Special Deposits	-	-	-	-	-	-
Construction	5,147,537	-	97	-	-	5,147,634
Debt Service	5,576,546	(1,047)	813	-	-	5,576,312
Special & Reserve	1,107,626	(514,758)	(22,775)	-	-	570,093
	<u>\$ 21,219,333</u>	<u>\$ (6,173,041)</u>	<u>\$ (17,717)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 15,028,575</u>

Less Non- Cash Activity

Disc/(Prem) Amortization & Gain/(Loss) on Sale

17,717

Net Change in Investment --Before Non-Cash Activity

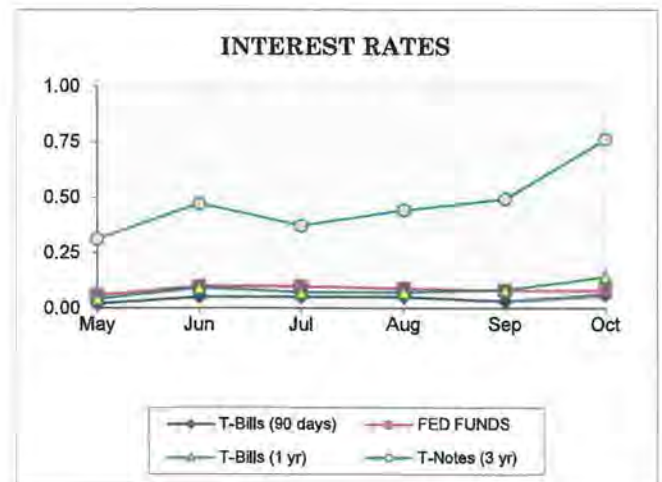
\$ 15,046,292

NOTE A -Investment amounts shown at book carrying value.

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

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	<u><u>0.836%</u></u>	<u><u>0.848%</u></u>
OPERATING FUNDS:	0.969%	0.894%
PROJECTS:		
Geothermal	1.300%	1.215%
Capital Facilities	0.042%	0.042%
Hydroelectric	0.684%	0.692%
Lodi Energy Center	0.644%	0.527%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	0.08%	0.09%
T-Bills (90da.)	0.06%	0.10%
Agency Disc (90da.)	0.11%	0.12%
T-Bills (1yr.)	0.14%	0.12%
Agency Disc (1yr.)	0.11%	0.11%
T-Notes (3yr.)	0.76%	0.19%



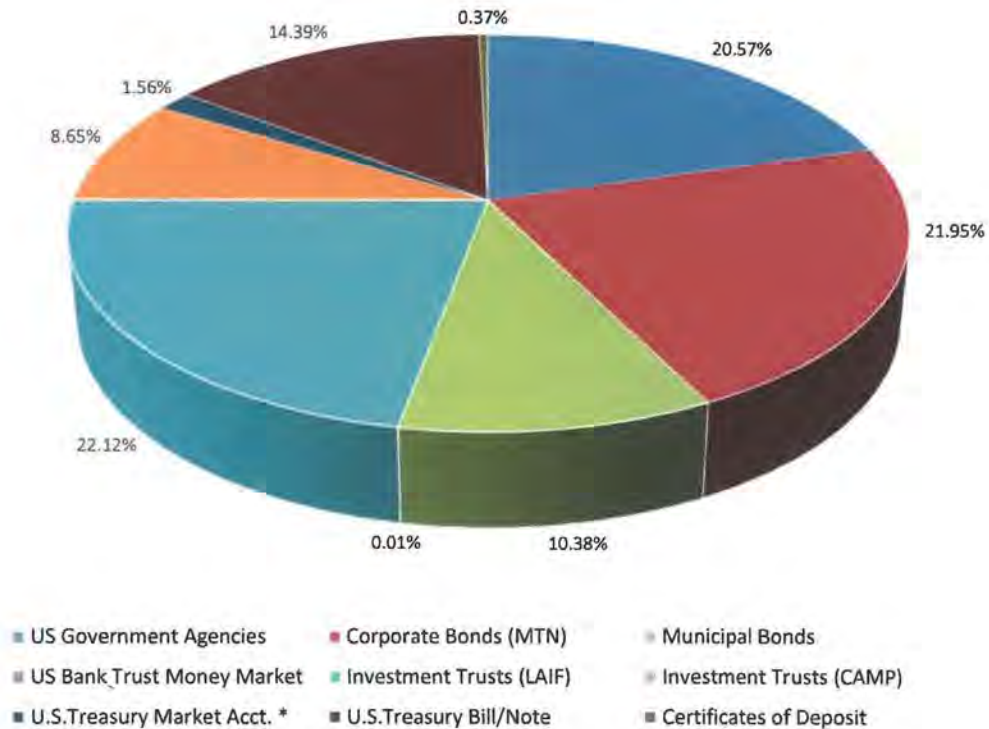
**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
October 31, 2021**

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	\$ -	\$ 53,100	\$ 4,572	\$ 69,275	20.57%
Corporate Bonds (MTN)	-	1,250	5,450	8,105	1,000	58,138	-	73,943	21.95%
Municipal Bonds	2,055	-	-	1,000	-	30,178	1,720	34,953	10.38%
US Bank Trust Money Market	21	-	-	-	-	-	-	21	0.01%
Investment Trusts (LAIF)	74,495	-	-	-	-	-	-	74,495	22.12%
Investment Trusts (CAMP)	29,146	-	-	-	-	-	-	29,146	8.65%
U.S.Treasury Market Acct. *	5,245	-	-	-	-	-	-	5,245	1.56%
U.S.Treasury Bill/Note	-	45,255	1,857	1,353	-	-	-	48,465	14.39%
Certificates of Deposit	-	10	-	-	750	500	-	1,260	0.37%
Total Dollars	\$ 110,962	\$50,443	\$7,307	\$18,133	\$ 1,750	\$141,916	\$6,292	\$ 336,803	100.00%
Total Percents	32.94%	14.98%	2.17%	5.38%	0.52%	42.14%	1.87%	100.00%	

Investments are shown at Face Value, in thousands.

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

Portfolio Composition



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency

Treasurer's Report

10/31/2021

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
Local Agency Investm	LAIF	31,252,308	0.238		31,252,308		1	0.238	31,252,308	SYS70000	70000	31,252,308
First American Govt.	USBGC	4,775	0.002		4,775		1	0.002	4,775	SYS70014	70014	4,775
S Bank	USB	5,208,329	0.001		5,208,329		1	0.001	5,208,329	SYS70050	70050	5,208,329
California Asset Mgm	CMP	29,145,908	0.050	10/19/2018	29,145,908		1	0.050	29,145,908	SYS70070	70070	29,145,908
S Bank	USB	10,000	0.050	10/07/2021	10,000	01/07/2022	67	0.050	10,000	SYS30327	30327	10,000
Procter & Gamble	USBGC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	97	3.060	1,005,460	742718DY2	26673	998,107
Johnson & Johnson	USBGC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	122	2.982	1,005,270	478160CD4	26671	997,658
D Ameritrade	USBGC	500,000	2.950	05/15/2018	493,385	04/01/2022	151	3.315	503,065	87236YAE8	26601	499,289
epsiCo Inc.	USBGC	500,000	2.250	03/21/2018	487,005	05/02/2022	182	2.924	504,110	713448DT2	26557	498,412
Apple Inc.	USBGC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	191	2.329	1,133,616	037833CQ1	26525	1,123,168
American Honda Finan	USBGC	500,000	2.600	06/12/2018	488,550	11/16/2022	380	3.157	511,190	02665WCA7	26614	497,306
Chevron Corp.	USBGC	500,000	2.355	03/21/2018	485,760	12/05/2022	399	3.008	508,210	166764AB6	26555	496,688
Alsa Inc.	USBGC	400,000	2.800	08/03/2018	394,552	12/14/2022	408	3.135	409,520	92826CAC6	26647	398,602
Toyota Motor Credit	USBGC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	436	3.315	1,026,470	89236TEL5	26645	993,208
Exxon Mobil Corporat	USBGC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	485	3.068	1,025,880	30231GAR3	26648	995,762
John Deere Capital C	USBGC	500,000	2.800	06/12/2018	489,875	03/06/2023	490	3.264	515,325	24422ETG4	26613	497,118
Erkshire Hathaway I	USBGC	500,000	2.750	03/21/2018	492,280	03/15/2023	499	3.086	514,140	084670BR8	26554	497,874
United Parcel Servic	USBGC	500,000	2.500	05/15/2018	483,225	04/01/2023	516	3.248	513,265	911312BK1	26600	495,128
United Parcel Servic	USBGC	500,000	2.500	09/21/2018	483,120	04/01/2023	516	3.308	513,265	911312BK1	26677	494,719
Walmart, Inc.	USBGC	500,000	2.550	07/31/2019	507,870	04/11/2023	526	2.104	513,260	931142DH3	26848	503,077
Bank of NY Mellon Co	USBGC	500,000	3.500	05/15/2018	501,265	04/28/2023	543	3.443	522,010	06406RAG2	26602	500,381
Marshey Company	USBGC	500,000	3.375	06/12/2018	503,125	05/15/2023	560	3.236	520,920	427886AZ1	26615	500,976
Commonwealth of Mass	USBGC	500,000	0.508	07/09/2020	500,000	07/01/2023	607	0.507	500,490	57582RF84	27029	500,000
S Bank	USBGC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	630	3.399	1,047,300	90331HNV1	26646	1,000,000
Microsoft Corp.	USBGC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	645	3.172	1,024,540	594918BQ6	26672	980,923
P Morgan	USBGC	500,000	3.875	02/15/2019	514,550	02/01/2024	822	3.561	533,555	46625HJT8	26760	508,599
East Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	1,004	0.878	497,630	275282PR6	27105	500,000
A St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	1,126	0.584	593,856	13067WRB0	27055	600,000
S Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,183	1.846	526,845	90331HMS9	26947	514,696
Federal National Mtg	USBGC	1,000,000	0.570	07/30/2020	1,000,000	01/29/2025	1,185	0.570	993,390	3136G4E74	27043	1,000,000
Federal National Mtg	USBGC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,311	0.710	993,440	3136G4WA7	27009	1,000,000
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	1,322	0.730	256,433	546486BV2	27178	260,000
Federal Home Loan Mi	USBGC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,332	0.700	494,675	3134GVR26	27015	500,000
Shelville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,338	0.629	492,045	592112UB0	27173	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	1,338	0.990	496,870	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,338	0.787	493,740	977123X78	27041	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,369	0.992	988,580	275282PS4	27106	1,000,000
Federal Farm Credit	USBGC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,372	0.680	495,470	3133EL2U7	27052	500,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	1,478	0.542	988,100	3135GA4P3	27137	1,004,288
P Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,512	0.825	236,420	48128GY53	27138	250,000



Northern California Power Agency

Treasurer's Report

10/31/2021

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
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	1,541	0.699	480,885	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	1,577	0.500	368,209	3130AKXX9	27179	375,000
Federal Farm Credit	USBGC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,582	0.840	494,740	3133EMSK9	27196	500,000
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	1,589	0.800	1,088,186	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,656	1.079	495,135	91324PEC2	27230	501,544
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	1,669	1.250	1,624,656	06048WM31	27225	1,700,000
Met Govt Nashville &	UBOC	250,000	1.181	10/14/2021	250,000	07/01/2026	1,703	1.181	249,168	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	1,703	1.201	247,598	797356DF6	27298	250,000
Fidelity Mutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,718	1.050	490,420	57629WDE7	27247	503,430
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	1,748	1.272	98,227	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,750	0.875	492,160	3130ANGX2	27252	500,000
P Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	1,750	1.150	977,360	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	1,759	1.250	727,890	06048WN22	27255	750,000
MetLife Financial	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,778	1.227	493,440	14913R2Q9	27288	498,184
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	1,778	1.225	519,640	24422EV82	27294	524,121
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	1,792	0.900	621,067	3130ANXS4	27276	630,000
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	1,792	1.635	1,477,530	75951AAQ1	27292	1,491,264
Paycom Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	1,795	1.260	527,455	70450YAD5	27293	532,998
Fund Total and Average		\$ 99,909,657	0.689		\$ 99,772,363		372	0.708	\$ 99,993,441			\$ 99,931,840

IPP GHG Auction Acct

Local Agency Investm		1,179,707	0.238		1,179,707		1	0.238	1,179,707	SYS70045	70045	1,179,707
Fund Total and Average		\$ 1,179,707	0.238		\$ 1,179,707		1	0.238	\$ 1,179,707			\$ 1,179,707

NCPA Balancing Account

Local Agency Investm	LAIF	14,569,977	0.238		14,569,977		1	0.238	14,569,977	SYS70022	70022	14,569,977
First American Govt.	USBGC	1,039	0.002		1,039		1	0.002	1,039	SYS70023	70023	1,039
Microsoft Corp.	USBGC	500,000	2.375	04/04/2018	492,295	02/12/2022	103	2.798	501,765	594918BA1	26574	499,439
D Ameritrade	USBGC	500,000	2.950	04/03/2018	497,200	04/01/2022	151	3.100	503,065	87236YAE8	26571	499,708
Home Depot Inc.	USBGC	500,000	2.625	04/04/2018	494,290	06/01/2022	212	2.918	505,340	437076BG6	26572	499,199
Public Storage	USBGC	500,000	2.370	04/04/2018	483,705	09/15/2022	318	3.161	507,940	74460DAB5	26573	496,804
Visa Inc.	USBGC	250,000	2.800	07/24/2018	246,975	12/14/2022	408	3.096	255,950	92826CAC6	26632	249,228
Intel Corp	USBGC	500,000	2.700	06/22/2018	492,300	12/15/2022	409	3.070	512,515	458140AM2	26625	498,071
Toyota Motor Credit	USBGC	550,000	2.625	05/09/2018	536,294	01/10/2023	435	3.203	564,042	89233P7F7	26598	546,502
Visco Systems Inc.	USBGC	500,000	2.600	06/22/2018	487,655	02/28/2023	484	3.170	513,745	17275RBE1	26624	496,507
Werkshire Hathaway I	USBGC	500,000	2.750	05/09/2018	490,280	03/15/2023	499	3.185	514,140	084670BR8	26596	497,250
United Parcel Servic	USBGC	500,000	2.500	06/22/2018	484,780	04/01/2023	516	3.191	513,265	911312BK1	26627	495,484
Walmart Inc.	USBGC	500,000	2.250	05/09/2018	480,350	05/01/2023	546	3.108	511,320	654106AC7	26597	494,079
Simon Property Group	USBGC	500,000	2.750	07/24/2018	484,725	06/01/2023	577	3.438	515,040	828807DD6	26631	495,016



Northern California Power Agency

Treasurer's Report

10/31/2021

CPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
fizer Inc	USBGC	500,000	3.000	06/22/2018	496,550	06/15/2023	591	3.150	519,720	717081DH3	26626	498,876
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,247	0.800	529,380	586145F74	27113	539,532
State of Wisconsin	USBGC	400,000	0.850	03/17/2021	400,000	05/01/2025	1,277	0.649	394,852	97705MUK9	27202	400,000
Arizona Public Servi	USBGC	239,000	3.150	09/25/2020	263,631	05/15/2025	1,291	0.877	252,714	040555CS1	27073	257,791
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,308	0.952	495,575	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,338	0.932	493,410	059231X39	27125	500,000
Asheville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,338	0.610	492,045	592112UB0	27174	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	1,428	0.530	2,014,611	3133EMBJ0	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,428	0.530	2,005,351	3133EMBH4	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,560	0.699	490,115	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,584	0.530	490,090	3130AKWA0	27164	499,786
P Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,569	0.500	949,330	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	1,577	0.500	122,736	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	1,578	0.630	983,540	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,582	0.840	494,740	3133EMSK9	27197	500,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	1,589	0.800	1,632,279	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	1,697	1.199	468,830	06048WM64	27227	500,000
Fidelity Mutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,718	1.050	490,420	57629WDE7	27248	503,430
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,759	1.250	48,526	06048WN22	27256	50,000
Fund Total and Average		\$ 33,930,016	0.907		\$ 33,875,801		648	0.943	\$ 33,857,407			\$ 33,957,718

General Operating Reserve

Local Agency Investm	LAIF	19,842,321	0.238		19,842,321		1	0.238	19,842,321	SYS70000	70002	19,842,321
First American Govt.	USBGC	2,913	0.002		2,913		1	0.002	2,913	SYS70019	70019	2,913
S Bank	USB	0	0.000	07/01/2021	0		1	0.000	0	SYS70051	70051	0
California Asset Mgm	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	0	1.285	1,555,000	64971Q7F4	26982	1,555,000
Microsoft Corp.	USBGC	400,000	2.375	04/26/2018	391,480	02/12/2022	103	2.972	401,412	594918BA1	26578	399,370
D Ameritrade	USBGC	500,000	2.950	04/26/2018	492,950	04/01/2022	151	3.335	503,065	87236YAE8	26582	499,253
Apple Inc.	USBGC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	191	2.329	4,062,285	037833CQ1	26524	4,024,846
Federal Home Loan Ba	USBGC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	221	1.760	3,819,652	313379Q69	26467	3,582,575
EpsiCo Inc.	USBGC	500,000	3.100	04/26/2018	500,310	07/17/2022	258	3.083	507,970	713448CX4	26580	500,052
Isa Inc.	USBGC	500,000	2.800	04/26/2018	492,600	12/14/2022	408	3.145	511,900	92826CAC6	26584	498,212
S Bank, N.A.	USBGC	750,000	2.850	01/30/2019	741,900	01/23/2023	448	3.140	770,640	90331HNL3	26737	747,502
Bank of NY Mellon Co	USBGC	500,000	2.950	04/26/2018	491,790	01/29/2023	454	3.325	514,235	06406RAE7	26575	497,853
Maxair Inc	USBGC	500,000	2.700	04/26/2018	488,350	02/21/2023	477	3.225	511,480	74005PBF0	26581	496,844
Merckshire Hathaway I	USBGC	500,000	2.750	04/26/2018	488,920	03/15/2023	499	3.243	514,140	084670BR8	26576	496,888
United Parcel Servic	USBGC	500,000	2.500	04/26/2018	483,135	04/01/2023	516	3.245	513,265	911312BK1	26583	495,154
Hevron Corp.	USBGC	750,000	2.566	01/30/2019	738,750	05/16/2023	581	2.939	769,515	166764BK5	26740	745,961
Arizona Board of Reg	USBGC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	577	1.387	1,828,322	040484VN4	26984	1,802,190
Hevron Corp.	USBGC	500,000	3.191	02/07/2019	507,025	06/24/2023	600	2.847	518,150	166764AH3	26755	502,642



Northern California Power Agency

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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Walmart, Inc.	USBGC	500,000	3.400	02/07/2019	510,980	06/26/2023	802	2.864	522,720	931142EK5	28758	504,130
Montgomery Water Wor	USBGC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	669	1.020	2,191,289	613105KV6	26985	2,175,028
fizer Inc	USBGC	500,000	3.200	01/30/2019	506,250	09/15/2023	683	2.908	524,075	717081EN9	26738	502,530
onolulu City and Co	USBGC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	699	1.020	1,821,118	438670SV9	26983	1,807,267
itibank NA	USBGC	500,000	3.650	02/07/2019	507,490	01/23/2024	813	3.319	529,690	17325FAS7	26756	503,363
P Morgan	USBGC	500,000	3.875	02/07/2019	515,120	02/01/2024	822	3.535	533,555	46625HJT8	26757	506,827
S Bank, N.A.	USBGC	440,000	3.375	10/31/2019	462,862	02/05/2024	826	2.093	464,270	91159HHV5	26906	452,132
P Morgan	USBGC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	943	1.356	1,012,400	46647PBQ8	27007	1,003,942
ast Side Union High	USBGC	565,000	0.820	10/29/2020	565,000	08/01/2024	1,004	0.820	562,322	275282PR6	27107	565,000
onolulu City and Co	USBGC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	1,004	1.058	1,537,635	438687KT1	26980	1,514,524
alifornia State Uni	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	1,096	0.665	248,578	13077DMK5	27072	250,000
P Morgan	USBGC	1,500,000	2.300	11/27/2019	1,500,000	11/27/2024	1,122	2.386	1,491,195	48128GM49	26912	1,500,000
ederal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,138	0.830	1,928,035	3130A3GE8	26962	1,926,576
S Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,183	1.846	526,845	90331HMS9	26951	514,696
W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	1,202	1.161	512,305	384802AE4	27000	510,982
W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	1,202	1.217	512,305	384802AE4	27005	510,075
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,247	0.600	529,380	586145F74	27114	539,532
ulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	1,247	1.038	1,012,470	899559QD3	27006	1,011,595
ity of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	1,277	0.750	548,542	447025A56	27112	550,382
izona Public Servi	USBGC	264,000	3.150	09/25/2020	281,208	05/15/2025	1,291	0.877	279,148	040555CS1	27074	284,756
oneywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,580	06/01/2025	1,308	0.866	1,008,190	438516CB0	27008	1,016,903
ounty of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	1,308	1.299	431,962	471376FJ7	27011	436,977
recision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	1,322	1.033	1,606,005	740189AM7	27017	1,622,376
P Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	1,330	1.050	727,013	48128GU40	27024	750,000
ederal Home Loan Mt	USBGC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,332	0.700	494,675	3134GVR26	27016	500,000
ity of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,338	0.845	493,410	059231X39	27128	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,338	0.774	493,740	977123X78	27042	500,000
ast Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	1,369	0.940	805,693	275282PS4	27108	815,000
ederal Farm Credit	USBGC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,372	0.680	495,470	3133EL2U7	27053	500,000
ederal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,386	0.600	988,850	3136G4G72	27056	1,000,000
ederal National Mtg	USBGC	1,000,000	0.600	08/26/2020	1,000,000	08/26/2025	1,394	0.600	988,440	3136G4X32	27060	1,000,000
ederal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	1,416	0.570	987,100	31422BV23	27071	1,000,000
ederal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	1,428	0.530	1,956,440	3133EMBH4	27079	2,000,000
ederal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	1,428	0.530	1,694,441	3133EMBJ0	27080	1,720,000
ederal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	1,428	0.520	984,850	3130AKAZ9	27081	1,000,000
ederal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,456	0.540	489,370	3134GW4Z6	27104	500,000
ank of America Corp	USBGC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,485	0.798	966,800	06048WK41	27122	1,000,000
ederal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,491	0.560	492,140	3133EMJC7	27124	500,000
uardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	1,500	1.060	1,489,858	40139LBC6	27223	1,508,726
P Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,512	0.825	236,420	48128GY53	27139	250,000
ederal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	1,520	0.599	493,325	3135G06Q1	27141	500,833
pple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/09/2026	1,560	0.699	490,115	037833EB2	27169	500,000



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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
P Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,569	0.500	949,330	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	1,591	1.054	618,345	808513BF1	27220	625,882
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	1,596	0.841	987,970	3130ALEL4	27203	997,802
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	1,610	1.010	993,510	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	1,612	1.119	496,020	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,632	1.084	498,405	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	1,656	1.079	544,649	91324PEC2	27232	551,698
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	1,669	1.250	1,058,893	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	1,697	1.199	1,172,075	06048WM84	27228	1,250,000
Fidelity Mutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,718	1.050	980,840	57629WDE7	27249	1,006,860
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	1,807	1.235	99,202	24422EVM6	27297	100,311
Fund Total and Average		\$ 81,068,198	1.374		\$ 81,885,660		770	1.112	\$ 81,448,200			\$ 81,584,793
GRAND TOTALS:		\$ 216,087,578	0.969		\$ 216,713,531		563	0.894	\$ 216,478,755			\$ 216,654,058

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 10/31/2021

Callable Dates:

Inv #	Inv #	Inv #
3646 USB 6/23/2023 27060 FNMA Quarterly 27172 JPM Quarterly starting 2/17/2023	3848 WMT 1/1/2023 27071 FAMC Semi-annually 27178 LOUIS Anytime	3906 USBANK 1/5/2024 27072 CASHGR Anytime 27179 FHLB 2/25/2022
3912 JPM Quarterly starting 11/27/2021 27077 FFCB Anytime 27180 FHLB 2/25/2022	3947 USBANK Anytime starting 12/27/2024 27078 FFCB Anytime 27180 FFCB Anytime	3951 USBANK Anytime starting 12/27/2024 27079 FFCB Anytime 27195 FHLB Quarterly
3960 FFCB Anytime 27080 FFCB Anytime 27196 FFCB Anytime	3980 HON Anytime 27081 FHLB Anytime 27197 FFCB Anytime	3982 NYCGEN Anytime 27104 FHLMC Annually starting 10/27/2022 27200 FFCB Anytime starting 3/9/2023
3983 HON Anytime 27110 CASMED Anytime 27201 FFCB Anytime starting 3/9/2023	3984 AZSHGR Anytime 27113 MEMGEN Anytime 27202 WIS Anytime	7007 JPM 6/1/2023 and then starting on 5/1/2024 27114 MEMGEN Anytime 27203 FHLB Quarterly
7009 FNMA Quarterly 27122 BAC 11/25/2021 27213 FHLB Quarterly	7011 JAS 6/1/2024 27124 FFCB Anytime starting 12/1/2022 27215 FHLB 4/21/2023 only	7016 FHLMC Annually 27125 BALGEN Anytime 27216 ORSGEN Anytime
7024 JPM Quarterly starting 8/23/2024 27126 BALGEN Anytime 27220 SCHW 2/11/2026	7029 MAS Anytime 27137 FNMA Annually starting 11/18/2022 27225 BAC Semi-annually starting 05/28/2022	7041 WISTRN Anytime 27138 JPM Quarterly starting 12/22/2023 27226 BAC Semi-annually starting 05/28/2022
7042 WISTRN Anytime 27139 JPM Quarterly starting 12/22/2023 27227 BAC Semi-annually starting 06/25/2022	7043 FNMA Quarterly 27141 FNMA Quarterly starting 12/30/2021 27228 BAC Semi-annually starting 06/25/2022	7052 FFCB Anytime 27149 TOY 1/20/2025 and 7/20/2025 27251 JPM Annually starting 8/17/2023
7053 FFCB Anytime 27164 FHLB Anytime 27252 FHLB Quarterly starting 8/17/2022	7055 CASWTR Anytime 27168 APPL Anytime starting 1/8/2026 27255 BAC Semi-annually starting 08/26/2022	7056 FNMA Quarterly starting 8/18/2022 27169 APPL Anytime starting 1/8/2026 27256 BAC Semi-annually starting 08/26/2022
7058 PHOGEN Anytime 27171 JPM Quarterly starting 2/17/2023 27276 FHLB Callable quarterly starting 9/28/2022		



Northern California Power Agency

Treasurer's Report

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ieo 2012 Construction Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
S. Treasury	USBGC	912,000	0.040	10/15/2021	911,918	01/04/2022	64	0.040	911,891	912796Q51	27295	911,935
Fund Total and Average		\$ 912,000	0.040		\$ 911,918		64	0.041	\$ 911,891			\$ 911,935

ieo 2012A Debt Service

S. Treasury	USBT	126,000	0.030	07/23/2021	125,983	12/30/2021	59	0.030	125,982	912796A90	27235	125,994
S. Treasury	USBT	124,000	0.030	08/27/2021	123,987	12/30/2021	59	0.030	123,983	912796A90	27260	123,994
S. Treasury	USBT	125,000	0.059	10/26/2021	124,986	12/30/2021	59	0.060	124,983	912796A90	27299	124,988
S. Treasury	USBT	124,000	0.000	09/28/2021	123,993	01/04/2022	64	0.020	123,985	912796Q51	27277	123,996
Fund Total and Average		\$ 499,000	0.030		\$ 498,949		60	0.036	\$ 498,933			\$ 498,972

ieo 2016A Debt Service

S. Treasury	USBT	290,000	0.030	07/23/2021	289,961	12/30/2021	59	0.030	289,959	912796A90	27236	289,986
S. Treasury	USBT	290,000	0.030	08/27/2021	289,970	12/30/2021	59	0.030	289,959	912796A90	27261	289,986
S. Treasury	USBT	290,000	0.060	10/26/2021	289,969	12/30/2021	59	0.060	289,959	912796A90	27300	289,971
S. Treasury	USBT	289,000	0.000	09/28/2021	288,984	01/04/2022	64	0.020	288,965	912796Q51	27278	288,990
Fund Total and Average		\$ 1,159,000	0.030		\$ 1,158,884		60	0.036	\$ 1,158,842			\$ 1,158,933

ieothermal Special Reserve

irst American Govt.	USBGC	5,000	0.002		5,000		1	0.002	5,000	SYS70015	70015	5,000
ederal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,467	0.460	1,464,592	3135G06G3	27167	1,497,377
Fund Total and Average		\$ 1,500,000	0.498		\$ 1,502,796		1462	0.458	\$ 1,469,592			\$ 1,502,377

ieo Decommissioning Reserve

ocal Agency Investm	LAIF	149,242	0.238		149,242		1	0.238	149,242	SYS70027	70027	149,242
irst American Govt.	USBGC	3,975	0.002		3,975		1	0.002	3,975	SYS70034	70034	3,975
NC Bank NA	USBGC	750,000	2.550	03/15/2018	735,450	12/09/2021	38	3.103	750,345	69353REY0	26553	749,589
pple Inc.	USBGC	861,211	2.300	11/29/2017	860,117	05/11/2022	191	2.329	869,091	037833CQ1	26499	861,081
niversity of Califo	USBGC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	195	1.080	1,011,000	91412G2T1	27001	1,006,546
vells Fargo Bank	USBGC	250,000	3.150	09/30/2018	250,000	08/30/2022	302	3.154	256,328	949763TL0A	30311	250,000
ireal North Bank	USBGC	250,000	3.050	08/31/2018	250,000	08/31/2022	303	3.051	256,138	39103QAF3A	30310	250,000
iscover Bank	USBGC	250,000	3.150	09/06/2018	250,000	09/06/2022	309	3.152	256,440	254673TM8A	30313	250,000
ohn Deere Capital C	USBGC	750,000	2.800	03/15/2018	739,748	01/27/2023	452	3.104	771,668	24422ERT8	26550	747,390
ank of NY Mellon Co	USBGC	750,000	2.950	03/15/2018	740,610	01/29/2023	454	3.229	771,353	06408RAE7	26549	747,602
rook County School	USBGC	355,000	1.563	05/07/2020	356,211	06/15/2023	591	1.450	359,501	227183DH0	27003	355,632



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ieo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Coloano County CCD	USBGC	385,000	5.500	04/09/2020	434,938	08/01/2023	638	1.471	417,663	83412PCN0	26978	411,394
nerbank USA	USBGC	250,000	3.200	08/30/2018	250,000	08/30/2023	667	3.203	262,665	29278TCP3A	30309	250,000
itibank NA	USBGC	250,000	3.300	09/07/2018	250,000	09/07/2023	675	3.301	263,218	17312QS34A	30314	250,000
ederal Farm Credit	USBGC	1,590,000	0.875	04/08/2020	1,590,000	04/08/2024	889	0.875	1,593,609	3133ELVX9	26976	1,590,000
acramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,096	1.846	343,398	78607QAY1	26977	342,808
J W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,202	1.161	435,459	384802AE4	27002	434,335
alifornia St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,308	0.952	495,575	13032UXM5	27111	500,000
ederal National Mtg	USBGC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,311	0.710	993,440	3136G4WA7	27010	1,000,000
ouston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	1,338	1.372	753,428	442349EM4	27102	750,000
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,338	0.610	492,045	592112UB0	27175	500,000
ast Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,369	0.940	988,580	275282PS4	27109	1,000,000
ederal Home Loan Mt	USBGC	1,000,000	0.540	09/15/2020	1,000,000	09/15/2025	1,414	0.540	980,340	3134GWL38	27070	1,000,000
ederal Farm Credit	USBGC	565,000	0.530	09/29/2020	565,000	09/29/2025	1,428	0.530	552,694	3133EMBH4	27082	565,000
ederal Home Loan Mt	USBGC	1,500,000	0.530	10/15/2020	1,500,000	10/15/2025	1,444	0.530	1,468,065	3134GWY34	27101	1,500,000
uardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	1,500	1.060	494,986	40139LBC6	27224	501,254
pple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	1,560	0.700	980,230	037833EB2	27162	1,000,000
ederal Farm Credit	USBGC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,582	0.840	494,740	3133EMSK9	27198	500,000
P Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,641	1.200	488,225	48128G3G3	27218	500,000
ank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	1,697	1.199	703,245	06048WM64	27229	750,000
ank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,759	1.250	48,526	06048WN22	27258	50,000
aterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	1,778	1.227	148,032	14913R2Q9	27289	149,455
ew York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	3,042	2.078	578,366	64968QUX6	27219	583,306
ederal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	3,388	1.360	959,210	3130AKX76	27163	1,000,000
ederal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	3,396	1.460	949,537	31422XAU6	27177	972,000
ederal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	3,396	1.482	586,134	31422XAU6	27246	598,832
ederal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	3,557	1.704	1,951,300	3130AN7G9	27245	2,006,275
larin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	3,560	1.565	488,790	56781RKZ9	27272	506,523
ounty of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	3,574	2.134	380,611	088518PA7	27274	385,000
ounty of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	3,574	2.134	247,150	088518NH4	27275	250,000
Fund Total and Average		\$ 25,161,428	1.559		\$ 25,240,477		1628	1.457	\$ 24,994,342			\$ 25,217,239

ieo 2012A DSR Account

.S. Treasury	USBT	1,622,000	0.020	09/28/2021	1,621,943	11/30/2021	29	0.020	1,621,919	912796N88	27286	1,621,974
Fund Total and Average		\$ 1,622,000	0.020		\$ 1,621,943		29	0.020	\$ 1,621,919			\$ 1,621,974

STANDARD FUND

\$ 30,000,420

1,300

\$ 30,000,000

1,400

1,210

\$ 30,000,000

\$ 30,011,400

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 10/31/2021

Available Dates:

V #		
3976	FFCB	Anytime starting 4/8/2022
3977	SCRWTR	Anytime
7001	UNVHGR	Anytime
7010	FNMA	Quarterly
7070	FHLMC	Quarterly starting 9/15/2022
7082	FFCB	Anytime
7101	FHLMC	Annually
7111	CASMED	Anytime
7162	APPL	Anytime starting 1/8/2026
7163	FHLB	Quarterly
7177	FAMC	Semi-annually starting 2/18/2022
7198	FFCB	Anytime
7218	JPM	Annually starting 4/30/2023
7219	NYC	Anytime
7229	BAC	Semi-annually starting 6/25/2022
7245	FHLB	Anytime starting 7/9/2022
7246	FAMC	Semi-annually starting 2/18/2022
7258	BAC	Semi-annually starting 8/25/2022



Northern California Power Agency
Treasurer's Report
10/31/2021

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
S Bank Trust	USBT	361	0.010		361		1	0.010	361	SYS79017	79017	361
.S. Treasury	USBT	422,000	0.039	10/26/2021	421,954	02/01/2022	92	0.040	421,937	912796Q93	27304	421,957
.S. Treasury	USBT	423,000	0.045	08/27/2021	422,830	07/14/2022	255	0.045	422,717	912796K57	27265	422,865
.S. Treasury	USBT	421,000	0.040	09/26/2021	420,865	07/14/2022	255	0.040	420,718	912796K57	27282	420,881
Fund Total and Average		\$ 1,266,361	0.042		\$ 1,266,010		201	0.042	\$ 1,265,733			\$ 1,266,064
GRAND TOTALS:		\$ 1,266,361	0.042		\$ 1,266,010		201	0.042	\$ 1,265,733.			\$ 1,266,064

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 10/31/2021



Northern California Power Agency

Treasurer's Report

10/31/2021

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
ocal Agency Investm	LAIF	5,853,237	0.238		5,853,237		1	0.238	5,853,237	SYS70028	70028	5,853,237
irst American Govt.	USBGC	12,993	0.002		12,993		1	0.002	12,993	SYS70031	70031	12,993
ranch Banking & Tru	USBGC	500,000	2.625	06/13/2018	488,420	01/15/2022	75	3.314	501,435	07330NAQ8	26618	499,337
xxon Mobil Corporat	USBGC	500,000	2.397	06/13/2018	490,350	03/06/2022	125	2.946	501,910	30231GAJ1	26621	499,102
S Bank	USBGC	550,000	3.000	08/10/2018	546,607	03/15/2022	134	3.182	554,367	91159HHC7	26651	549,649
ublic Storage	USBGC	500,000	2.370	03/14/2018	485,770	09/15/2022	318	3.051	507,940	74460DAB5	26546	497,244
isa Inc.	USBGC	500,000	2.800	03/14/2018	494,470	12/14/2022	408	3.051	511,900	92828CAC6	26547	498,697
oyota Motor Credit	USBGC	500,000	2.700	06/13/2018	489,100	01/11/2023	436	3.215	513,235	89236TEL5	26619	497,156
nited Parcel Servic	USBGC	500,000	2.500	06/13/2018	484,900	04/01/2023	516	3.182	513,265	911312BK1	26620	495,543
olgate-Palmolive Co	USBGC	550,000	2.100	08/09/2018	528,660	05/01/2023	546	2.985	563,508	19416QEC0	26652	543,229
Paul Getty Trust	USBGC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	791	0.401	991,750	374288AB4	27161	1,000,000
ashville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	1,004	1.029	249,898	592090GB4	27134	250,000
alifornia Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	1,065	0.683	99,306	13034AL57	27135	100,000
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,140	1.744	526,495	931142DV2	26950	513,487
ank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	1,270	0.839	552,875	06406RAN7	27221	559,153
ederal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,295	0.675	496,700	31422BA26	27004	500,000
ashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	1,369	1.229	249,425	592090GC2	27133	250,000
ity of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	1,383	1.950	530,805	283734TC5	27131	543,166
ederal National Mtg	USBGC	440,000	0.600	08/26/2020	440,000	08/26/2025	1,394	0.600	434,914	3136G4X32	27059	440,000
alifornia Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	1,420	0.765	128,189	13034AL65	27132	130,000
ank of America Corp	USBGC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,485	0.798	966,800	06048WK41	27121	1,000,000
ederal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,500	0.615	492,390	3135G06J7	27136	500,701
P Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,512	0.825	472,840	48128GY53	27140	500,000
ederal National Mtg	USBGC	500,000	0.640	01/08/2021	501,550	12/30/2025	1,520	0.576	493,325	3135G06Q1	27148	501,295
ederal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,564	0.530	490,090	3130AKWA0	27165	499,786
ederal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	1,577	0.500	490,945	3130AKXX9	27181	500,000
ederal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,632	1.084	498,405	3130ALXR0	27214	500,000
nited Health Group	USBGC	500,000	1.150	06/29/2021	501,660	05/15/2026	1,656	1.082	495,135	91324PEC2	27231	501,544
ederal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,750	0.875	492,160	3130ANGX2	27253	500,000
ederal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	1,757	0.967	496,746	3130ANFT2	27254	500,000
ank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,759	1.250	48,526	06048WN22	27257	50,000

Fund Total and Average	\$ 19,731,230	1.128		\$ 19,733,909	764	1.146	\$ 19,731,608	\$ 19,785,319
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Hydro Initial Facilities

U.S. Treasury	USBGC	4,236,000	0.040	10/15/2021	4,235,619	01/04/2022	64	0.040	4,235,492	912796Q51	27296	4,235,699
Fund Total and Average		\$ 4,236,000	0.040		\$ 4,235,619		64	0.041	\$ 4,235,492			\$ 4,235,699



Northern California Power Agency

Treasurer's Report

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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	59	0.030	7,869,898	912796A90	27237	7,870,613
U.S. Treasury	USBT	614,000	0.030	08/27/2021	613,936	12/30/2021	59	0.030	613,914	912796A90	27262	613,970
U.S. Treasury	USBT	613,000	0.060	10/26/2021	612,934	12/30/2021	59	0.060	612,914	912796A90	27301	612,940
U.S. Treasury	USBT	613,000	0.000	09/28/2021	612,967	01/04/2022	64	0.020	612,926	912796Q51	27279	612,978
Fund Total and Average		\$ 9,711,000	0.030		\$ 9,709,788		59	0.032	\$ 9,709,652			\$ 9,710,501

Hydro 2018A Debt Service

U.S. Treasury	USBT	1,147,000	0.029	07/23/2021	1,146,847	12/30/2021	59	0.030	1,146,839	912796A90	27238	1,146,944
U.S. Treasury	USBT	1,145,000	0.030	08/27/2021	1,144,881	12/30/2021	59	0.030	1,144,840	912796A90	27263	1,144,944
U.S. Treasury	USBT	1,145,000	0.060	10/26/2021	1,145,876	12/30/2021	59	0.060	1,145,840	912796A90	27302	1,145,887
U.S. Treasury	USBT	1,145,000	0.000	09/28/2021	1,145,938	01/04/2022	64	0.020	1,145,862	912796Q51	27280	1,145,959
Fund Total and Average		\$ 4,584,000	0.030		\$ 4,583,542		60	0.035	\$ 4,583,381			\$ 4,583,734

Hydro 2019A Debt Service

U.S. Treasury	USBT	814,000	0.029	07/23/2021	813,891	12/30/2021	59	0.030	813,886	912796A90	27239	813,960
U.S. Treasury	USBT	813,000	0.030	08/27/2021	812,915	12/30/2021	59	0.030	812,886	912796A90	27264	812,960
U.S. Treasury	USBT	813,000	0.059	10/26/2021	812,912	12/30/2021	59	0.060	812,886	912796A90	27303	812,920
U.S. Treasury	USBT	814,000	0.000	09/28/2021	813,956	01/04/2022	64	0.020	813,902	912796Q51	27281	813,971
Fund Total and Average		\$ 3,254,000	0.030		\$ 3,253,674		60	0.035	\$ 3,253,560			\$ 3,253,811

Hydro 2012A Rebate Account

U.S. Treasury	USBT	747,000	0.035	08/27/2021	746,874	02/17/2022	108	0.035	746,880	912796L80	27269	746,922
Fund Total and Average		\$ 747,000	0.035		\$ 746,874		108	0.035	\$ 746,880			\$ 746,922

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	1,467	0.460	1,464,592	3135G06G3	27166	1,497,377
Fund Total and Average		\$ 1,500,000	0.498		\$ 1,502,796		1462	0.458	\$ 1,469,592			\$ 1,502,377

Hydro 2012 DSRA

Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	73	2.380	3,945,401	3137EADB2	25852	3,927,964
U.S. Treasury	USBT	387,000	0.030	04/28/2021	386,892	03/24/2022	143	0.030	386,907	912796F38	27217	386,953



Northern California Power Agency

Treasurer's Report

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hydro 2012 DSRA

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	301,000	0.020	07/23/2021	300,959	03/24/2022	143	0.020	300,928	912796F38	27243	300,976
Fund Total and Average		\$ 4,616,000	2.025		\$ 4,614,083		83	2.029	\$ 4,633,236			\$ 4,615,893
GRAND TOTALS:		\$ 48,379,230	0.684		\$ 48,380,285		394	0.692	\$ 48,363,301.			\$ 48,434,256

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 10/31/2021

Callable Dates:

Inv #		
6950	WMT	Anytime starting 10/15/2024
7004	FAMCA	Semi-annually starting 5/19/2022
7059	FNMA	Quarterly
7121	BAC	11/25/2021 only
7131	ELPASO	Callable annually starting 8/15/2023
7132	FFCB	Anytime
7135	CASDEV	Anytime
7136	FNMA	Quarterly
7140	JPM	Quarterly starting 12/22/2023
7161	JPGETY	Anytime starting 10/1/2023
7165	FHLB	Anytime
7181	FHLB	2/25/2022 only
7214	FHLB	4/21/2023 only
7221	BK	3/24/2025
7253	FHLB	Quarterly starting 8/17/2022
7254	FHLB	Monthly
7257	BAC	Semi-annually starting 8/28/2022



Northern California Power Agency
Treasurer's Report
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EC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
ocal Agency Investm		85,209	0.238		85,209		1	0.238	85,209	SYS70046	70046	85,209
Fund Total and Average		\$ 85,209	0.238		\$ 85,209		1	0.238	\$ 85,209			\$ 85,209

EC Issue #1 2010B DS Fund

S Bank Trust	USB	72	0.010		72		1	0.010	72	SYS79004	79004	72
.S. Treasury	USBT	4,988,000	0.030	07/23/2021	4,987,476	11/26/2021	25	0.030	4,987,800	912796H77	27240	4,987,896
.S. Treasury	USBT	722,000	0.035	08/27/2021	721,936	11/26/2021	25	0.035	721,971	912796H77	27266	721,982
.S. Treasury	USBT	721,000	0.019	09/28/2021	720,975	11/30/2021	29	0.020	720,964	912796N88	27283	720,988
.S. Treasury	USBT	721,000	0.040	10/26/2021	720,972	11/30/2021	29	0.040	720,964	912796N88	27305	720,977
Fund Total and Average		\$ 7,152,072	0.031		\$ 7,151,431		26	0.031	\$ 7,151,771			\$ 7,151,915

EC Issue #2 2010B DS Fund

S Bank Trust	USB	335	0.010		335		1	0.010	335	SYS79012	79012	335
.S. Treasury	USBT	2,940,000	0.030	07/23/2021	2,939,691	11/26/2021	25	0.030	2,939,882	912796H77	27241	2,939,939
.S. Treasury	USBT	780,000	0.035	08/27/2021	779,931	11/26/2021	25	0.035	779,969	912796H77	27267	779,981
.S. Treasury	USBT	780,000	0.020	09/28/2021	779,973	11/30/2021	29	0.020	779,961	912796N88	27284	779,987
.S. Treasury	USBT	780,000	0.039	10/26/2021	779,970	11/30/2021	29	0.040	779,961	912796N88	27306	779,975
Fund Total and Average		\$ 5,280,335	0.031		\$ 5,279,900		26	0.031	\$ 5,280,108			\$ 5,280,217

EC Issue#1 2017A DS Fund

.S. Treasury	USBT	1,334,000	0.030	07/23/2021	1,333,860	11/26/2021	25	0.030	1,333,947	912796H77	27242	1,333,972
.S. Treasury	USBT	667,000	0.034	08/27/2021	666,941	11/26/2021	25	0.035	666,973	912796H77	27268	666,984
.S. Treasury	USBT	667,000	0.019	09/28/2021	666,977	11/30/2021	29	0.020	666,967	912796N88	27285	666,989
.S. Treasury	USBT	667,000	0.040	10/26/2021	666,974	11/30/2021	29	0.040	666,967	912796N88	27307	666,979
Fund Total and Average		\$ 3,335,000	0.031		\$ 3,334,752		27	0.031	\$ 3,334,854			\$ 3,334,924

EC Issue #1 2010 DSR Fund

S Bank Trust	USB	18,873	0.010		18,873		1	0.010	18,873	SYS79005	79005	18,873
ederal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	221	1.760	4,151,209	313379Q69	26463	4,108,687
.S. Treasury	USBT	509,000	0.035	07/23/2021	508,835	06/16/2022	227	0.036	508,746	912796J42	27244	508,886
ederal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,582	0.840	4,383,396	3133EMSK9	27199	4,430,000
ederal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,684	0.799	148,112	3130AN4T4	27270	150,508
Fund Total and Average		\$ 9,207,873	1.367		\$ 9,276,542		899	1.203	\$ 9,210,336			\$ 9,216,954



Northern California Power Agency

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EC Iss#1 2010B BABS Subs Resv

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
EC Iss#1 2010B BABS Subs Resv												
S Bank Trust	USB	911	0.010	07/01/2021	911		1	0.010	911	SYS79006	79006	911
.S. Treasury	USBT	2,369,000	0.019	09/28/2021	2,368,917	11/30/2021	29	0.020	2,368,882	912796N88	27287	2,368,962
Fund Total and Average		\$ 2,369,911	0.020		\$ 2,369,828		29	0.020	\$ 2,369,793			\$ 2,369,873

EC Issue #2 2010B DSR BABS

S Bank Trust	USB	845	0.010		845		1	0.010	845	SYS79013	79013	845
.S. Treasury	USBT	1,142,000	0.035	08/27/2021	1,141,899	11/26/2021	25	0.035	1,141,954	912796H77	27271	1,141,972
Fund Total and Average		\$ 1,142,845	0.035		\$ 1,142,744		25	0.035	\$ 1,142,799			\$ 1,142,817

EC O & M Reserve

ocal Agency Investm		1,563,361	0.238		1,563,361		1	0.238	1,563,361	SYS70047	70047	1,563,361
irst American Govt.	USBGC	0	0.002		0		1	0.002	0	SYS70041	70041	0
emphis Center City	USBGC	500,000	5.530	04/27/2020	533,880	11/01/2021	0	1.000	500,000	58607ECD4	26986	500,000
S Bank, N.A.	USBGC	595,000	2.650	05/31/2019	598,290	05/23/2022	203	2.456	601,795	90331HPC1	26822	595,620
aterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,126	1.776	497,876	14912L6G1	26952	485,162
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,338	0.610	492,045	592112UB0	27176	500,000
ederal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,366	0.579	986,090	3136G4D75	27047	1,000,749
ederal Farm Credit	USBGC	2,000,000	0.670	08/04/2020	2,000,000	08/04/2025	1,372	0.670	1,982,500	3133EL2S2	27054	2,000,000
ederal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,386	0.600	988,850	3136G4G72	27057	1,000,000
ederal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,428	0.530	733,665	3133EMBH4	27083	750,000
ederal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,428	0.530	660,044	3133EMBJ0	27084	670,000
pple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,560	0.699	490,115	037833EB2	27170	500,000
P Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,641	1.200	488,225	48128G3G3	27222	500,000
lassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,718	1.050	980,840	57629WDE7	27250	1,006,860
ank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,759	1.250	97,052	06048WN22	27259	100,000
aterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,778	1.227	493,440	14913R2Q9	27290	498,184
Fund Total and Average		\$ 11,643,361	1.092		\$ 11,718,485		1136	0.816	\$ 11,555,898			\$ 11,669,936
GRAND TOTALS:		\$ 40,216,606	0.644		\$ 40,358,891		548	0.527	\$ 40,130,768.			\$ 40,251,845

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 10/31/2021
Available Dates:

Inv #	Inv #	Inv #	Inv #	Inv #	Inv #
3822	USB	Anytime starting 4/22/2022	27083	FFCB	Anytime
7047	FHLMC	Quarterly starting 7/29/2022	27084	FFCB	Anytime
7054	FFCB	Anytime	27170	APPL	Anytime starting 1/8/2026
7057	FNMA	Quarterly starting 8/18/2022	27199	FFCB	Anytime
			27222	JPM	Annually starting 4/30/2023




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Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: Disposal of Northern California Power Agency Surplus Property

AGENDA CATEGORY: Consent

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

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

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

- 2006 Ford F450 Mechanic's Truck from Lodi Energy Center
- 2007 Ford F450 I&C Truck for Lodi Energy Center
- Bandit Wood Chipper 250XB from Hydroelectric Facility

BACKGROUND:

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

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

FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Declarations of Surplus
Receipts of disposal



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 4/28/2020

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property# / Stock # / Fleet # or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	1	Each	2006 Ford F450 Mechanic's Truck	S*		N/A	#773	CT2/LEC
2.	1	Each	2007 Ford F450 I&C Truck	S*		N/A	#957	CT2/LEC
3.								
4.								
5.								
6.								
7.								
8.								
9.								

JUSTIFICATION FOR EXCESS/DISPOSAL: The trucks cannot be sold because they do not meet the emission requirements as laid out in the California Air Resources Board Fleet Rule for Public Agencies and Utilities.

RECOMMENDED DISPOSITION: Trade-in towards new trucks or take to a wrecking yard.

PREPARED BY: Michael DeBortoli *Michael DeBortoli*
ORG. _____
APPROVED BY: *[Signature]* CODE: _____
(ASST. GEN. MANAGER)
AUTHORIZATION TO PROCEED: *[Signature]* DATE: 4/4/20
(GENERAL MANAGER)

_____ PUBLIC SALE _____ PRIVATE SALE
_____ DISPOSAL - NO NET SCRAP VALUE

*U/M = UNIT OF MEASURE

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

ORIGINAL TO TREASURER-CONTROLLER



Date: 10/27/2021

In consideration of the sum of \$1,500.00 the receipt of which is hereby acknowledged, the undersigned, the Northern California Power Agency, SELLER, hereby sells, assigns and transfers to Lodi Auto Wrecking, BUYER, the following property as-is:

- 2006 Ford F450, Vin #1FDXX46P26EC94935, License No. 1252638
- 2007 Ford F450, Vin #1FDXX46P47EB32547, License No. 1239390

Buyer understands that these trucks cannot be sold in California as they do not meet emission requirements as laid out in the California Air Resources Board Fleet Rule for Public Agencies and Utilities.

Therefore, these trucks must be destroyed.

SELLER

Northern California Power Agency

Melissa C. Philpot

Material Procurement/Warehouse Coordinator

Signed: Melissa C Philpot

Dated: 10/27/2021

BUYER

Company:

Lodi Auto Wrecking (209) 334-4845

530 Railroad Avenue, Lodi CA 95240

Name: Ignacio Sanchez

Title: Owner

Signed: [Signature]

Dated: 10-27-21



Date: 05/03/21

DECLARATION OF SURPLUS SUPPLIES, MATERIALS & EQUIPMENT

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	1		Bandit Chipper	F	1	3,000		Murphys
2.								
3.								
4.								
5.								
6.								
7.								
8.								

JUSTIFICATION FOR SURPLUS/DISPOSAL:

The Bandit chipper is approximately 25 years old and has already had its engine replaced once. The chipper was originally used at Geo, until they retired it in 2015. Hydro limped it along for another 6 years. Replacement parts are obsolete and the unit requires constant maintenance and repair to continue running. Modern chippers also have additional safety features. Further, the engine becomes non-CARB compliant on 7/1/2022.

PREPARED BY: *[Signature]* ⁵⁻³⁻²¹ *[Signature]* ^{5/11/21}

APPROVED BY: *[Signature]* ORG. CODE: 650

AUTHORIZATION TO PROCEED: *[Signature]* (ASST. GEN. MANAGER)

[Signature] (GENERAL MANAGER) DATE: 5/12/21

RECOMMENDED DISPOSITION:

NEGOTIATED (Private) SALE ☒

PUBLIC SALE: ☐ SEALED BIDS ☐ AUCTION

DISPOSAL: ☐ SCRAP/RECYCLE VALUE ☐ NO VALUE - TRASH/JUNK

DISPOSITION JUSTIFICATION:

Pending approval, this unit will be traded-in for \$3,000 toward the purchase of a new chipper.

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1



477 Bret Harte Drive
Murphys, CA 95247

phone (209) 728-1387
fax (209) 728-1391
web www.ncpa.com

Disposal of Surplus Property

November 4, 2021

This notice confirms that Northern California Power Agency has traded-in the following chipper toward the purchase of a new Bandit Chipper.

- One (1) Bandit Chipper 250XB
Serial number 9601379
NCPA Asset ID#877

To the following:

Cal-Line Equipment, Inc.
6010 Southfront Road
Livermore, CA 94551
NCPA PO # 52745

Delivery of Trade-in Acknowledgment:

Delivered By:

Ben Oberly

Printed Name:

Ben Oberly

Date:

11-4-21



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Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

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

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:		
All Members	<input checked="" type="checkbox"/>	
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 21-107 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Contra Costa Electric, Inc. for electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$500,000 to \$1,500,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Electrical maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five year Multi-Task General Services Agreement with Contra Costa Electric, Inc. effective December 6, 2019, for an amount not to exceed \$500,000, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities.

Contra Costa was recently awarded the LEC Motor Cable Replacements Project (pending December Commission approval) totaling \$467,762. In order to avoid using up the entire agreement funds available, NCPA now desires to enter into a First Amendment to the Multi-Task General Services agreement to increase the not-to-exceed amount from \$500,000 to \$1,500,000. NCPA has agreements in place for similar services with Eaton Corporation, Electrical Maintenance Consultants, GE Energy and Schneider Electric.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

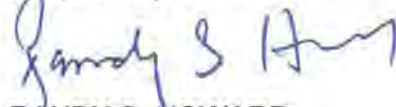
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On November 3, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On November 15, 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", is written over the typed name.

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 21-107
- Multi-Task General Services Agreement with Contra Costa Electric, Inc.
- First Amendment to Multi-Task General Services Agreement with Contra Costa Electric, Inc.

RESOLUTION 21-107

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES
AGREEMENT WITH CONTRA COSTA ELECTRIC, INC.

(reference Staff Report #242:21)

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

WHEREAS, NCPA and Contra Costa Electric, Inc. entered into a Multi-Task General Services Agreement effective December 6, 2019, to provide such services; and

WHEREAS, Contra Costa was recently awarded the LEC Motor Cable Replacements Project (pending December Commission approval) which will use up a majority of the funds of the agreement; and

WHEREAS, NCPA now desires to increase the not-to-exceed amount from \$500,000 to \$1,500,000; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Contra Costa Electric, Inc., 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
CONTRA COSTA ELECTRIC, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Contra Costa Electric, Inc., a corporation with its office located at 825 Howe Road, Martinez, CA 94553 ("Contractor") (together sometimes referred to as the "Parties") as of December 6, 2019 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED 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

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, \$1,000,000 EL disease-ea employee; and \$1,000,000 EL disease-policy limit.

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 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. Contra Costa Electric is responsible for the \$500,000 deductible. 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, 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 with a cap limited to \$10,000,000.00.
- 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 willful misconduct, 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; 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:

Contra Costa Electric, Inc.
Attention: Joey Ramirez
825 Howe Road
Martinez, CA 94553

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 NEXT PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

CONTRA COSTA ELECTRIC, INC.


Date 12/4/19

Date December 05, 2019


RANDY S. HOWARD,
General Manager


JOEY RAMIREZ,
Vice President

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Contra Costa Electric, Inc. ("Contractor") shall provide electrical maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- **Electrical Maintenance**
- **Instrumentation**
- **High Voltage**

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:

NCPA Inside Wireman

Rates Effective June 1st, 2019 Through May 31st, 2020

Normal Day Shift - Rates		St	Ot	Dt
Craft Classification	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Elec General Foreman	EGF	\$ 154.59	\$ 204.73	\$ 254.86
Elec Cable Splicer	ECS	\$ 141.76	\$ 186.10	\$ 230.44
Elec Certified Welder	EJCW	\$ 141.76	\$ 186.10	\$ 230.44
Elec Foreman	EF	\$ 141.76	\$ 186.10	\$ 230.44
Elec Journeyman	EJ	\$ 128.86	\$ 167.45	\$ 206.03
Elec Apprentice - 85%	EA85	\$ 113.01	\$ 145.80	\$ 178.57
Elec Apprentice - 80%	EA80	\$ 107.73	\$ 138.56	\$ 169.41
Elec Apprentice - 75%	EA75	\$ 102.42	\$ 131.36	\$ 160.29
Elec Apprentice - 70%	EA70	\$ 97.10	\$ 124.11	\$ 151.10
Elec Apprentice - 65%	EA65	\$ 91.85	\$ 116.93	\$ 142.00
Elec Apprentice - 60%	EA60	\$ 86.55	\$ 109.69	\$ 132.82
Elec Apprentice - 55%	EA55	\$ 81.27	\$ 102.49	\$ 123.70
Elec Apprentice - 50%	EA50	\$ 75.97	\$ 95.25	\$ 107.73
Elec Apprentice - 45%	EA45	\$ 61.64	\$ 79.02	\$ 96.38
Elec Apprentice - 40%	EA40	\$ 57.37	\$ 72.80	\$ 88.24

Swing Shift - Rates		St	Ot	Dt
Craft Classifications	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Elec General Foreman_ss	EGF_ss	\$ 176.79	\$ 235.62	\$ 256.97
Elec Cable Splicer_ss	ECS_ss	\$ 161.69	\$ 213.75	\$ 232.32
Elec Certified Welder_ss	EJCW_ss	\$ 161.69	\$ 213.75	\$ 232.32
Elec Foreman_ss	EF_ss	\$ 161.69	\$ 213.75	\$ 232.32
Elec Journeyman_ss	EJ_ss	\$ 146.61	\$ 191.87	\$ 207.68
Elec Apprentice - 85%_ss	EA85_ss	\$ 128.29	\$ 166.78	\$ 181.04
Elec Apprentice - 80%_ss	EA80_ss	\$ 122.15	\$ 158.37	\$ 171.72
Elec Apprentice - 75%_ss	EA75_ss	\$ 116.11	\$ 150.07	\$ 162.49
Elec Apprentice - 70%_ss	EA70_ss	\$ 110.00	\$ 141.67	\$ 153.18
Elec Apprentice - 65%_ss	EA65_ss	\$ 103.89	\$ 133.34	\$ 143.90
Elec Apprentice - 60%_ss	EA60_ss	\$ 97.79	\$ 124.95	\$ 134.59
Elec Apprentice - 55%_ss	EA55_ss	\$ 91.70	\$ 116.57	\$ 125.31
Elec Apprentice - 50%_ss	EA50_ss	\$ 85.59	\$ 108.23	\$ 122.15
Elec Apprentice - 45%_ss	EA45_ss	\$ 69.89	\$ 90.25	\$ 97.14
Elec Apprentice - 40%_ss	EA40_ss	\$ 64.86	\$ 82.94	\$ 88.91

Grave Shift - Rates		St	Ot	Dt
Craft Classifications	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Elec General Foreman_gs	EGF_gs	\$ 195.81	\$ 261.69	\$ 258.71
Elec Cable Splicer_gs	ECS_gs	\$ 178.93	\$ 237.23	\$ 233.88
Elec Certified Welder_gs	EJCW_gs	\$ 178.93	\$ 237.23	\$ 233.88
Elec Foreman_gs	EF_gs	\$ 178.93	\$ 237.23	\$ 233.88
Elec Journeyman_gs	EJ_gs	\$ 161.98	\$ 212.68	\$ 209.04
Elec Apprentice - 85%_gs	EA85_gs	\$ 141.64	\$ 184.74	\$ 183.45
Elec Apprentice - 80%_gs	EA80_gs	\$ 134.86	\$ 175.41	\$ 174.01
Elec Apprentice - 75%_gs	EA75_gs	\$ 128.08	\$ 166.12	\$ 164.62
Elec Apprentice - 70%_gs	EA70_gs	\$ 121.29	\$ 156.77	\$ 155.17
Elec Apprentice - 65%_gs	EA65_gs	\$ 114.53	\$ 147.48	\$ 145.77
Elec Apprentice - 60%_gs	EA60_gs	\$ 107.73	\$ 138.16	\$ 136.31
Elec Apprentice - 55%_gs	EA55_gs	\$ 100.95	\$ 128.82	\$ 126.89
Elec Apprentice - 50%_gs	EA50_gs	\$ 94.19	\$ 119.52	\$ 134.86
Elec Apprentice - 45%_gs	EA45_gs	\$ 77.09	\$ 99.92	\$ 97.76

NCPA Linemen

Local 47 & 1245 - Western Line Construction

Rates Effective June 1st, 2019 Through December 31st, 2019

Day Shift Rates		St	Ot	Dt
Craft Classification	Abrv.	Hrly Rate	Hrly Rate	Hrly Rate
Line Superintendent	LSGF	\$ 153.78	N/A	\$ 248.59
Line General Foreman	LGF	\$ 152.11	N/A	\$ 245.41
Line Cable Splicer Foreman	LFCS	\$ 141.55	N/A	\$ 226.31
Line Foreman	LF	\$ 141.55	N/A	\$ 226.31
Lineman Welder	LW	\$ 136.26	N/A	\$ 216.77
Line Jym Cable Splicer - Technician	LCS	\$ 131.08	N/A	\$ 207.39
Line Journeyman	LJ	\$ 131.08	N/A	\$ 207.39
Line Powderman	LPDM	\$ 119.55	N/A	\$ 186.73
Line Equipment Man	LES	\$ 110.18	N/A	\$ 169.35
Line Groundman-Truck Driver	LGMN	\$ 91.59	N/A	\$ 134.73
Underground Foreman (Civil Work PG&E)	ULFrm	\$ 118.08	N/A	\$ 184.04
Line Substation Technician Foreman	LSTF	\$ 141.55	N/A	\$ 226.31
Line Substation Technician	LST	\$ 131.08	N/A	\$ 207.39
Line Substation Technician Trainee 1st/Yr	LSTT1	\$ 86.17	N/A	\$ 128.42
Line Substation Technician Trainee 2nd/Yr	LSTT2	\$ 103.04	N/A	\$ 158.07
Line Substation Technician Trainee 3rd/Yr	LSTT3	\$ 119.86	N/A	\$ 187.65
Line Fabricator Tech	LFT	\$ 100.97	N/A	\$ 156.78
Line Fabricator Tech Trainee	LFTT	\$ 95.34	N/A	\$ 146.34
Line Apprentice - 90%	LApr90	\$ 120.19	N/A	\$ 187.98
Line Apprentice - 85%	LApr85	\$ 115.27	N/A	\$ 178.77
Line Apprentice - 80%	LApr80	\$ 110.28	N/A	\$ 169.56
Line Apprentice - 75%	LApr75	\$ 105.38	N/A	\$ 160.41
Line Apprentice - 70%	LApr70	\$ 100.40	N/A	\$ 151.18
Line Apprentice - 65%	LApr65	\$ 95.47	N/A	\$ 141.99
Line Apprentice - 60%	LApr60	\$ 90.52	N/A	\$ 132.77

NOTE: CCE RESERVES THE RIGHT TO ISSUE CHANGES WITHIN THE RATE STRUCTURE AS NEGOTIATED WITH THE LOCAL AND OR CHANGES RELATED TO ALL VARIABLES WITHIN THE RATE COMPUTATION

NCPA Plumbers and Steamfitters

Rates Effective July 1st, 2019 Through June 30th, 2020

Day Shift Rates		St	Ot	Nt
Craft Classification	Abbr.	Hrly Rate	Hrly Rate	Hrly Rate
Steamfitter Sr. Gen Foreman	SFSGF	\$ 170.15	\$ 230.18	\$ 290.23
Steamfitter Gen Foreman	SFGF	\$ 161.06	\$ 216.83	\$ 272.60
Steamfitter Foreman	SFF	\$ 153.87	\$ 205.58	\$ 257.28
Steamfitter Alloy Welder / Crew	SFW	\$ 149.80	\$ 199.56	\$ 249.34
Steamfitter Journeyman	SFJ	\$ 142.55	\$ 188.89	\$ 235.24
Steamfitter Apprentice 10th	SFA85	\$ 128.92	\$ 168.85	\$ 208.77
Steamfitter Apprentice 9th	SFA80	\$ 124.39	\$ 162.15	\$ 199.96
Steamfitter Apprentice 8th	SFA75	\$ 119.84	\$ 155.48	\$ 191.14
Steamfitter Apprentice 7th	SFA70	\$ 115.30	\$ 148.83	\$ 182.35
Steamfitter Apprentice 6th	SFA65	\$ 110.75	\$ 142.16	\$ 173.52
Steamfitter Apprentice 5th	SFA60	\$ 106.23	\$ 135.48	\$ 164.68
Steamfitter Apprentice 4th	SFA55	\$ 101.68	\$ 128.80	\$ 155.89
Steamfitter Apprentice 3rd	SFA50	\$ 97.14	\$ 122.12	\$ 147.08
Steamfitter Apprentice 2nd	SFA45	\$ 71.56	\$ 91.43	\$ 111.27
Steamfitter Apprentice 1st	SFA40	\$ 67.03	\$ 84.75	\$ 102.48

Swing & Grave Shift Rates		St	Ot	Nt
Craft Classification	Abbr.	Hrly Rate	Hrly Rate	Hrly Rate
Steamfitter Sr. Gen Foreman	SFSGFsg	\$ 188.11	\$ 256.62	\$ 325.14
Steamfitter Gen Foreman	SFGFsg	\$ 177.69	\$ 241.28	\$ 304.87
Steamfitter Foreman	SFFsg	\$ 169.20	\$ 228.12	\$ 287.02
Steamfitter Alloy Welder / Crew	SFWsg	\$ 164.51	\$ 221.22	\$ 277.92
Steamfitter Journeyman	SFJsg	\$ 156.15	\$ 208.93	\$ 261.68
Steamfitter Apprentice 10th	SFA85sg	\$ 140.49	\$ 185.89	\$ 231.26
Steamfitter Apprentice 9th	SFA80sg	\$ 135.26	\$ 178.18	\$ 221.12
Steamfitter Apprentice 8th	SFA75sg	\$ 130.07	\$ 170.54	\$ 211.02
Steamfitter Apprentice 7th	SFA70sg	\$ 124.85	\$ 162.87	\$ 200.86
Steamfitter Apprentice 6th	SFA65sg	\$ 119.60	\$ 155.15	\$ 190.69
Steamfitter Apprentice 5th	SFA60sg	\$ 114.38	\$ 147.49	\$ 180.58
Steamfitter Apprentice 4th	SFA55sg	\$ 109.17	\$ 139.81	\$ 170.44
Steamfitter Apprentice 3rd	SFA50sg	\$ 103.95	\$ 132.13	\$ 160.29
Steamfitter Apprentice 2nd	SFA45sg	\$ 77.80	\$ 100.60	\$ 123.37
Steamfitter Apprentice 1st	SFA40sg	\$ 72.61	\$ 92.94	\$ 113.26

NOTE: CCE RESERVES THE RIGHT TO ISSUE CHANGES WITHIN THE RATE
STRUCTURE AS NEGOTIATED WITH THE LOCAL AND OR CHANGES RELATED
TO ALL VARIABLES WITHIN THE RATE COMPUTATION

Rolling Stock Description	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate
Pickup Truck	\$ 13.23	\$ 99.00	\$ 330.00	\$ 1,320.00
Service Truck/Van	\$ 14.33	\$ 105.00	\$ 366.00	\$ 1,598.00
Bucket Truck @ (25 Ft)	\$ 44.10	\$ 291.00	\$ 1,251.00	\$ 4,141.00
Bucket Truck @ (50 Ft)	\$ 62.84	\$ 415.00	\$ 1,668.00	\$ 5,955.00
Bucket Truck @ (60 Ft)	\$ 65.05	\$ 436.00	\$ 1,818.00	\$ 6,254.00
Bucket Truck @ (65 Ft)	\$ 73.87	\$ 473.00	\$ 2,062.00	\$ 7,093.00
42 Passenger Bus	\$ 19.85	\$ 165.00	\$ 495.00	\$ 2,010.00
17 Passenger Bus	\$ 16.54	\$ 127.00	\$ 442.00	\$ 1,494.00
12 Passenger Bus	\$ 14.33	\$ 105.00	\$ 498.00	\$ 1,384.00
Line Truck	\$ 63.95	\$ 422.00	\$ 1,671.00	\$ 5,965.00
Boom Truck @ (7 Ton)	\$ 37.49	\$ 291.00	\$ 1,164.00	\$ 4,365.00
Boom Truck @ (18 Ton)	\$ 60.64	\$ 424.00	\$ 1,696.00	\$ 6,173.00
Golf Cart	\$ 9.27	\$ 75.00	\$ 250.00	\$ 625.00
Highway Digger	\$ 37.49	\$ 291.00	\$ 1,164.00	\$ 4,365.00
Pole Dolly	\$ 4.12	\$ 27.00	\$ 110.00	\$ 411.00
Reel Truck @ (1 ton)	\$ 30.87	\$ 233.00	\$ 932.00	\$ 3,495.00
5th Wheel - Reel Trailer	\$ 15.45	\$ 131.00	\$ 523.00	\$ 1,961.00
Single Drum U/G Cable Puller (6,000 lb)	\$ 45.32	\$ 283.00	\$ 1,189.00	\$ 3,508.00
Single Drum O/H Cable Puller (6,000 lb)	\$ 45.32	\$ 283.00	\$ 1,189.00	\$ 3,508.00
Four Drum Distribution Puller (1,500 lb)	\$ 45.32	\$ 283.00	\$ 1,189.00	\$ 3,508.00
Wash Trailer	\$ 75.19	\$ 544.00	\$ 2,176.00	\$ 8,160.00
Winch Truck @ (5 ton)	\$ 44.10	\$ 326.00	\$ 1,304.00	\$ 4,890.00
Tractor Truck	\$ 44.10	\$ 350.00	\$ 1,400.00	\$ 5,250.00
5th Wheel Trailer	\$ 6.18	\$ 38.00	\$ 151.00	\$ 569.00
Highway Van	\$ 2.06	\$ 20.00	\$ 78.00	\$ 292.00
Connex	\$ 2.06	\$ 8.00	\$ 33.00	\$ 99.00
Stakebed Truck @ (1 ton)	\$ 16.54	\$ 140.00	\$ 559.00	\$ 2,096.00
Office Trailer @ (30 ft)	\$ 4.12	\$ 27.00	\$ 110.00	\$ 411.00
Office Trailer @ (50 ft)	\$ 6.18	\$ 38.00	\$ 151.00	\$ 814.00
Instrument Calibration Trailer @ 32 ft)	\$ 38.11	\$ 229.00	\$ 916.00	\$ 3,435.00
Instrument Calibration Trailer @ 20 ft)	\$ 32.96	\$ 196.00	\$ 784.00	\$ 2,940.00
Bending/Threading Trailer @ (1/2" thru 2")	\$ 13.39	\$ 76.00	\$ 304.00	\$ 1,231.00
Hydraulic Bending Trailer @ (5" - 6")	\$ 14.42	\$ 88.00	\$ 350.00	\$ 1,313.00
Hand Trencher	\$ 14.33	\$ 82.00	\$ 328.00	\$ 1,230.00
Ride On Trencher	\$ 50.72	\$ 349.00	\$ 1,396.00	\$ 5,235.00
Bobcat Trencher (small)	\$ 37.49	\$ 240.00	\$ 946.00	\$ 2,914.00
Bobcat Trencher (large)	\$ 48.51	\$ 306.00	\$ 1,239.00	\$ 4,374.00
Welding Machine - Electric @ (200 amp)	\$ 8.24	\$ 57.00	\$ 175.00	\$ 656.00
Welding Machine - Gas @ (200 amp)	\$ 19.85	\$ 140.00	\$ 559.00	\$ 2,096.00
50 amp Plasma Cutter w/Compressor	\$ 12.13	\$ 87.00	\$ 349.00	\$ 1,309.00
Welding Truck w/ 200 amp Welder	\$ 26.46	\$ 204.00	\$ 814.00	\$ 3,053.00
Air Compressor - Gas @ (160 cfm)	\$ 20.95	\$ 152.00	\$ 605.00	\$ 2,269.00
Forklift	\$ 36.38	\$ 200.00	\$ 400.00	\$ 900.00

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

NOTE: As a public agency, NCPA shall not reimburse 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, Joey Ramirez, VP / Industrial Mgr.

(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

CONTRA COSTA ELECTRIC, INC.

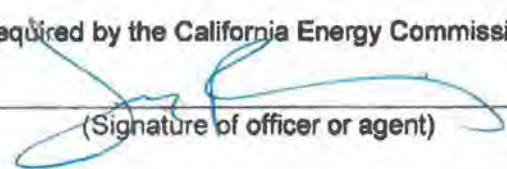
(Company name)

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 05 day of December, 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.

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: December 05, 2019

Name of Employer

Contra Costa Electric, Inc.


(Authorized Officer & Title)

Joey Ramirez, VP/Indust Mgr.

(Address)

825 Howe Road, Martinez, CA 94553



**FIRST AMENDMENT TO MUTLI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND CONTRA COSTA ELECTRIC, INC.**

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Contra Costa Electric, Inc. ("Contractor") (collectively referred to as "the Parties") as of _____, 2021.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective December 6, 2019, (the "Agreement") for Contractor to provide electrical maintenance services; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$500,000.00 to a 'NOT TO EXCEED' amount of \$1,500,000.00; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND** dollars (\$1,500,000.00) 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.

The remainder of Section 2 of the Agreement is unchanged.

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

SIGNATURES ON FOLLOWING PAGE

///

///

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

Date: _____

CONTRA COSTA ELECTRIC, INC.

RANDY S. HOWARD, General Manager

TOM TATRO, COO - Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: Airgas Specialty Products, Inc. – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Chemical Purchases; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

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

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

Approve Resolution 21-108 authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas Specialty Products, Inc. for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, for use at any facilities owned and/or operated by NCPA.

BACKGROUND:

Chemical purchases are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar purchases with Apex Engineering Products, Brenntag Pacific, Hill Brothers, Northstar Chemical, Thatcher Chemical and Univar USA, Inc.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

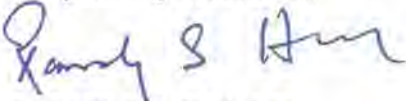
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On November 3, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On November 15, 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 21-108
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas Specialty Products, Inc.

RESOLUTION 21-108

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT,
MATERIALS AND SUPPLIES WITH AIRGAS SPECIALTY PRODUCTS, INC.**

(reference Staff Report 243:21)

WHEREAS, chemical purchases 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, Airgas Specialty Products, Inc. is a provider of these chemicals; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas Specialty Products, Inc. to provide such chemicals 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 Agreement for Purchase of Equipment, Materials and Supplies, 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.

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
AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
AIRGAS SPECIALTY PRODUCTS, INC.**

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Airgas Specialty Products, Inc., ("Supplier"), whose office is located at 2530 Sever Road, Suite 300, Lawrenceville, GA 30043 (together sometimes referred to as the "Parties") as of _____, 2021 (the "Effective Date").

Section 1. SCOPE. In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to the designated Project Site, DDP, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to the designated Project Site and title shall not pass until the Agency accepts delivery at this Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 2. PROJECT SITE. Goods provided under this Agreement by Supplier may include Goods delivered directly to the Agency. The "designated Project Site", as that term is used herein, shall mean the site for delivery, DDP at a facility owned and/or operated by Agency.

Section 3. TERM OF AGREEMENT. This Agreement shall begin upon Effective Date and shall end on the earlier of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A.

Section 4. REQUEST FOR GOODS. At such time that Agency determines to have Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided ("Requested Goods"), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Goods shall be delivered. Supplier shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Supplier chooses not to provide the Requested Goods. If Supplier agrees to provide the Requested Goods, begins to provide the Requested Goods, or does not respond within the seven day period specified, then Supplier will have agreed to provide the Requested Goods on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 5. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed ONE MILLION DOLLARS (\$1,000,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

- 5.1 Invoices.** Supplier shall have ninety (90) days after the delivery of Goods to invoice Agency for all amounts due and outstanding under this Agreement. Supplier shall include the number of the Purchase Order which authorized the Goods for which Supplier is seeking payment. In the event Supplier fails to invoice Agency for all amounts due within such ninety (90) day period, Supplier waives its right to collect payment from Agency for such amounts. All invoices shall be submitted to:

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

- 5.2 Payment.** Agency shall pay all invoices within thirty (30) days of the receipt of any invoice for Goods satisfactorily received.
- 5.3 Timing for Submittal of Final Invoice.** Supplier shall have ninety (90) days after delivery of the Requested Goods to submit its final invoice for the Requested Goods. In the event Supplier fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Supplier is deemed to have waived its right to collect its final payment for the Requested Goods from Agency.

Section 6. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Supplier, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 6.1 Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of one million dollars (\$1,000,000) per accident.
- 6.2 Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, resulting from the operation, maintenance or use of Supplier's owned, non-owned and hired vehicles, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with \$6,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles utilized in the transport of the Goods to the Agency's Project Site.
- 6.3 Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and property damage which may arise out of the operations of Supplier in regard to this Agreement with not less than \$2,000,000/\$6,000,000 aggregate for bodily injury and property damage, on an

occurrence basis. No endorsement shall be attached materially limiting the coverage.

- 6.4 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.

6.5 All Policies Requirements.

6.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy including the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing, but only with respect to those matters for which Airgas is obligated to indemnify Agency under the terms of this agreement and only to the extent of Airgas' said indemnification obligation.

6.5.2 Notice of Reduction in or Cancellation of Coverage. Supplier agrees to provide prior written notice of any cancellation or material change of the insurance required under this Agreement.

6.5.3 Waiver of Subrogation. Supplier agrees to waive subrogation, up to the policy limits specified herein, but only with respect to those matters for which Airgas is obligated to indemnify Agency under the terms of this agreement and only to the extent of Airgas' said indemnification obligation.

- 6.6 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) 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.

Section 7. WARRANTY. Supplier warrants that, at the time of delivery, all gas or liquid Goods furnished hereunder will comply with Compressed Gas Association (CGA) or applicable industry guidelines. In addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Supplier, Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; and are not subject to any liens or encumbrances. Supplier shall provide all Goods in accordance with the terms of this Agreement applicable to such Goods. SUPPLIER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. SUPPLIER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SUPPLIER TO AGENCY AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH TECHNICAL ADVICE WITH REFERENCE TO THE USE OF GOODS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT AGENCY'S SOLE RISK.

Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

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

8.2 Scope. Supplier 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 third party claims for injury (including death), loss or damage to the person or property of any third party losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action caused by any negligent acts or omissions by Supplier, its officers, officials, agents, and employees in performing their duties under the contract, 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. For avoidance of doubt, third party includes Agency's employees.

In the event that Agency becomes a supplier as in provides products for sale to Supplier, Agency shall indemnify, defend with counsel reasonably acceptable to the Supplier, and hold harmless Supplier, and its officials, commissioners, officers, employees, agents and volunteers from and against all third party claims for injury (including death), loss or damage to the person or property of any third party losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation),

judgments and causes of action caused by any negligent acts or omissions by Supplier, its officers, officials, agents, and employees in performing their duties under the contract, except as caused by the sole or gross negligence of Supplier. 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 Supplier. For avoidance of doubt, third party includes Supplier's employees.

- 8.3 Transfer of Title.** Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods 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, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier 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 9. MISCELLANEOUS PROVISIONS.

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 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.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.

- 9.7 **Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in federal or state courts located in Sacramento County, California.
- 9.8 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.9 **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.
- 9.10 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.11 **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.
- 9.12 **Conflict of Interest.** Supplier may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Supplier in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Supplier 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.*
- 9.13 **Contract Administrator.** This Agreement shall be administered by Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 9.14 **Notices.** Any written notice to Supplier shall be sent to:

Airgas Specialty Products, Inc.
2530 Sever Road, Suite 300
Lawrenceville, GA 30043

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

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

9.15.1 Each party shall designate a senior management or executive level representative to negotiate any dispute.

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

9.15.3 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.

9.15.4 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.

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

9.15.6 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.*

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

the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.

- 9.17 Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.
- 9.18 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 9.19 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.
- 9.20 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 9.21 Excuse of Performance.** Supplier shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control.
- 9.22 Allocation.** If sufficient Goods are not available from Supplier's normal source of supply for any reason, Supplier may allocate Goods among its own requirements and its customers. Supplier will make reasonable efforts to obtain additional Goods from other sources if and only if confirmed in writing by Agency, that Agency will pay a higher fee to cover all additional costs associated with such Goods.
- 9.23 Remedies; Limitation of Liability.** SUPPLIER'S SOLE LIABILITY AND AGENCY'S SOLE REMEDY FOR ANY DAMAGES CAUSED BY DELIVERY OF NON-CONFORMING PRODUCTS AND/OR SUPPLIER'S FAILURE TO DELIVER PRODUCTS SHALL BE LIMITED TO, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION.

SIGNATURES FOLLOW ON NEXT PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

AIRGAS SPECIALTY PRODUCTS, INC.

Date: _____

Date: _____

RANDY S. HOWARD,
General Manager

FRANK BURKUS,
Vice President, Sales

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A PURCHASE LIST

Supplier shall provide Goods as requested by the Northern California Power Agency ("Agency"), at any facilities owned and/or operated by Agency and in accordance with the Rates set forth below:

Anhydrous Ammonia (R-grade) - \$950.00 / Ton

Aqueous Ammonia (19%) - \$0.65 / Solution Lb.

Additional products not listed above to be provided as requested in writing by NCPA facilities. Pricing for additional products not listed above will be quoted by Supplier at the time product is requested.

*NCPA acknowledges that Supplier's pricing for ammonia may be subject to change every six to twelve (6 - 12) months. NCPA shall compensate Supplier in accordance with such price list revisions, provided, however, that (1) Supplier shall provide NCPA with written notice of such revisions thirty (30) days in advance; and (2) regardless of such price list revisions, total compensation for all tasks, including all products delivered under this Agreement, shall not exceed the amount set forth in Section 4 (Compensation) of this Agreement.

EXHIBIT B
CERTIFICATION

Affidavit of Compliance for Suppliers

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

AIRGAS SPECIALTY PRODUCTS, 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.

EXHIBIT C

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,

AIRGAS SPECIALTY PRODUCTS, INC.

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



Commission Staff Report

Date November 16, 2021

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: Three Year Multi-Task Consulting Services Agreement with Association Management Solutions for Conference and Event Planning Services; Applicable to NCPA, NCPA Members, SCPPA, and SCPPA Members

AGENDA CATEGORY: Consent

FROM: Jane Cirrincione *JCC*
Assistant General Manager

METHOD OF SELECTION:

Competitive Pricing Process

Division: Legislative & Regulatory Affairs

If other, please describe:

Department: Legislative & Regulatory

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval of Resolution 21-111, authorizing the General Manager or his designee to enter into Multi-Task Consulting Services Agreements with Association Management Solutions (AMS) to provide needed support for the planning and management of NCPA conferences and events, as well as for use separately by signatories to the Shared Services Agreement (NCPA Members, SCPPA, and SCPPA Members)—the agreement shall not exceed \$450,000 over three years including all fees, costs, and expenses.

BACKGROUND:

NCPA hosts several high-profile conferences, meetings, and other agency events throughout the year. These programs enable the agency's Members and staff to hear from thought-leaders from across the industry on the critical business and resource supply issues of strategic importance to our organization. They also play a key role in and are inextricably linked with our state and federal grassroots advocacy efforts, and provide an invaluable opportunity for our members to engage in the policy process on behalf of NCPA and the communities they serve, while strengthening critical policy and business relationships and coalitions. Moreover, NCPA's events help to establish NCPA as an industry leader by bringing together those who are shaping the electric sector to discuss future and emerging challenges and opportunities.

In 2018, the NCPA Legislative and Regulatory Affairs Committee identified the need for consulting support to facilitate the implementation of agency events that had grown in frequency and attendance over time, and approved a prior three-year agreement with AMS to provide these services along with necessary funding.

Approval of Resolution 21-111 will ensure continued support of the logistics surrounding our conference and event planning activities. AMS offers expertise in negotiating contracts with event venues to secure low rates and provide the agency with flexibility should unanticipated developments occur. As well, they will assure all agreed-upon elements of our contracts with hotels or other venues are fulfilled, manage costs of third party vendors, and provide much-needed additional on-the-ground staff support during conferences and meetings.

FISCAL IMPACT:

The total cost of this agreement is not to exceed \$450,000 over three years. The not-to-exceed limit in this agreement has been established to meet NCPA's needs as well as the potential conference and event management needs of the signatories to the Shared Services Agreement which include NCPA Members, the Southern California Public Power Authority (SCPPA) and SCPPA Members. Use of these services under the Shared Services Agreement will not result in costs to NCPA. NCPA expenditures for these services are limited to the amount authorized for conference/event support by the NCPA Commission in the agency's annual budget.

SELECTION PROCESS:

One vendor was selected as a result of a NCPA Request for Proposal (RFP) process in accordance with our procurement policies and procedures. An RFP was posted on NCPA's website from October 4, 2021 to November 5, 2021. A total of six very competitive responses were received, and were carefully evaluated based upon the following criteria: 1) Quality and

thoroughness of proposal; 2) Knowledge, experience, and skills needed to provide the requested services; 3) Experience of specific staff to be assigned to the contract; 4) Competitive rates for the requested services; 5) Demonstration of strong overall project management skills and abilities, and; 6) Customer references.

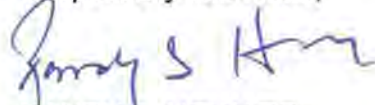
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Legislative & Regulatory Affairs Committee review and approval during its regularly scheduled meeting on December 1, 2021.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 21-111
- Multi-Task Consulting Service Agreement with Association Management Solutions, LLC

RESOLUTION 21-111

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK CONSULTING SERVICES WITH ASSOCIATION
MANAGEMENT SOLUTIONS, LLC

(reference Staff Report #249:21)

WHEREAS, conference and event services are required for meetings and programs held throughout the year by the Northern California Power Agency (NCPA) and signatories to the NCPA Shared Services agreement including NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Association Management Solutions, LLC, is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Consulting Services Agreement with Association Management Solutions, LLC, to provide such services as needed for NCPA, NCPA Members, SCPPA, and SCPPA Members; and

WHEREAS, this vendor was selected as a result of a competitive request for proposal process in accordance with NCPA's procurement policies and procedures; 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 \$450,000 over three years, for use as needed by NCPA, NCPA Members, SCPPA, and SCPPA Members. NCPA expenditures for these services are limited to the amount authorized for conference/event support by the NCPA Commission in the agency's annual budget.

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 ASSOCIATION MANAGEMENT SOLUTIONS, LLC

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Association Management Solutions, LLC, a corporation with its office located at 5177 Brandin Court, Fremont, CA 94538 ("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 three (3) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven day

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

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** Four Hundred Fifty Thousand dollars (\$450,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

- 4.3 Professional Liability Insurance.** Not Applicable

4.4 All Policies Requirements.

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

Consultant shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the

payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Agency. Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees, agents and subcontractors of Consultant.

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1 Immediately terminate the Agreement;
 - 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or
- 8.4.4 Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

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

not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as confidential Information in accordance with this section.

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

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

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

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

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

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

subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Contract Administrator.** This Agreement shall be administered by Jane Cirrincione, 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:

Kirsten Machi
Founder
Association Management Solutions, LLC
5177 Brandin Court
Fremont, CA 94538

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 10.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:
- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails,

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

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

ASSOCIATION MANAGEMENT
SOLUTIONS, LLC

Date _____

Date _____

RANDY S. HOWARD, GENERAL MANAGER

KIRSTEN MACHI, FOUNDER

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Association Management Solutions, LLC, ("Consultant") shall provide conference and other event planning services for meetings and programs as requested by the Northern California Power Agency ("Agency"), on its behalf or on behalf of its Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members.

Services may include, but not limited to, and to be provided upon request:

- If requested, provide event planning support and management services for conferences and tours.
- If requested, travel in-state to conduct site visits at venues and participant in events.
- Provide support on logistics for and during legislative staff tour.
- Assist in marketing events to attendees and speakers.
- If requested, make arrangements for other events throughout the year.
- Negotiate business terms of contracts with meeting venue representatives, subject to internal agency and legal review and approval.
- If requested, serve as point of contact for all hotel and other meeting venue arrangements for meetings, including overseeing meeting room set-ups and catering/menu arrangements, and arranging for audio/visual equipment, and related activities.
- Assist in the process of identifying speakers for programs, and assist in communications and travel arrangements related to each presenter.
- Support event registration and preparation of meeting materials.



EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$450,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Hourly Project Fees

Site selection and hotel/venue contract negotiation (business terms): \$90/hour
(Staff travel and expenses will be billed separately)

Planning, Implementation and On-site Management Fee: \$80/hour
(Staff travel and expenses will be billed separately)

AMS will provide as many hours as needed each month, based on NCPA's needs.

Estimated Pricing for AMS Fees

- Strategic Issues Conference - \$24,000 (~19% of budget)
- Capitol Day- \$1,500 (~1% of budget)
- Federal Policy Conference - \$18,000 (~14% of budget)
- Staff Tour - \$27,000 (~21% of budget)
- Annual Conference - \$54,000 (~43% of budget)
- Other - \$3,500 (~2% of budget)

Description of specific events:

- NCPA Strategic Issues Conference—three-day program, including opening dinner, one full day of formal presentations, reception, banquet and Commission meeting. This conference is held in January each year in Sacramento. Attendance is approximately 100 people.
- Capitol Day—one day grassroots lobbying event involving approximately 40 NCPA member representatives. This conference is held at the end of January or early February each year in Sacramento. Event planning responsibilities may include arranging meeting space for member briefings, meals, lodging and other related activities.
- NCPA Federal Policy Conference—four-day program, including opening dinner event, one full day of formal presentations, banquet, and other member events. This conference is held in April each year in Washington, D.C. Attendance is approximately 50 people.
- NCPA State Legislative Staff Tour—three-day tour to destinations throughout Northern California including and not limited to NCPA member communities and districts, as well as generating facilities. Event planning responsibilities may include arranging transportation, lodging, meals, and other related activities. This tour is held each year in July. Attendance is approximately 50 people.
- NCPA Annual Conference—three-day program, including a day and a half of formal presentations, opening reception, and banquet dinner. This conference is held in

September at locations within Northern California. Attendance is approximately 250 people.

*Percentages above are based on an annual estimated total of \$128,000 in AMS fees.

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

NCPA shall reimburse Consultant for travel related expenditures, including airfare, ground transportation, accommodations, meals, and incidentals. 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.

As set forth in Section 2.1 of the Agreement, in order to receive reimbursement for travel related expenditures, Consultant shall provide itemized receipts that properly support the propriety of those expenditures. These receipts shall be sufficient to demonstrate that the expenditures incurred have met the "actual, reasonable, and necessary" test required by the Internal Revenue Service. Improper documentation or lack of documentation can result in denial of reimbursement.



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Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: California Municipal Utilities Association and Southern California Public Power Authority – Third Amendment to the Funding Agreement for Energy Efficiency Services

AGENDA CATEGORY: Consent

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

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

Approve Resolution 21-112 authorizing the General Manager or his designee to enter into a Third Amendment to the Funding Agreement with the California Municipal Utilities Association (CMUA) and Southern California Public Power Authority (SCPPA) for the development and maintenance of a demand side management cost-effectiveness tool and reporting platform, with any non-substantial changes recommended and approved by the NCPA General Counsel, to increase the total not-to-exceed amount by \$458,000, of which NCPA will be responsible for payment of \$58,562.

BACKGROUND:

POUs are required by SB 1037 (Kehoe 2005) to submit an annual energy efficiency report to the California Energy Commission, documenting POU energy efficiency measures and cost savings. To aid with the creation and submittal of this report, CMUA contracted with Energy Platforms, LLC (EP) for the development and maintenance of a demand side management cost-effectiveness tool and reporting platform, and entered into a joint contracting and cost sharing arrangement with NCPA and SCPPA to co-fund the project. NCPA approved participation in a Funding Agreement with CMUA and SCPPA under Resolution 18-57 on July 26, 2018. The original Agreement was not-to-exceed \$827,600 and NCPA's share of this amount was \$213,309.

On December 1, 2019, CMUA amended its Agreement with EP to increase the budget by \$275,500 so that EP could improve and enhance the cost-effectiveness tool in response to requests from various participating POUs. NCPA approved the additional costs in the First Amendment under Resolution 19-112 on December 5, 2019. A second amendment increased the budget by \$185,500 for EP to enhance the system capabilities, and was approved by NCPA under Resolution 20-63 on September 25, 2020.

Subsequently, CMUA, NCPA, and SCPPA have agreed to further increase the budget by \$458,000, for EP to perform additional services under the agreement in response to POU requests. The 2021-2022 planned system enhancements will improve energy efficiency reporting processes, assist with integration of the new electronic Technical Reference Manual, and will redesign portions of the system to allow users to create custom data models for reporting and planning energy efficiency measures. Participating POUs were able to opt-in to a share of the costs of the enhancements, and 11 NCPA Members have agreed to pay a portion of the enhancement costs, not-to-exceed a total of \$58,562.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from \$1,288,600 to \$1,746,600 over the remainder of the contract term. No fiscal impact to NCPA. Expenses for each additional upgrade to the cost-effectiveness tool and reporting platform will be shared only by those Members that agreed to fund a share of a specific upgrade, and will be billed directly to that Member as a pass-through charge.

SELECTION PROCESS:

CMUA, NCPA, and SCPPA collaborated to issue and administer a competitive solicitation for professional and technical services in 2017-2018, to develop an energy efficiency database tool that would calculate the cost-effectiveness of energy efficiency demand reduction measures and programs, and to summarize and report program expenditures, energy savings, and demand reductions in order to report this information to the CEC and other regulatory agencies.

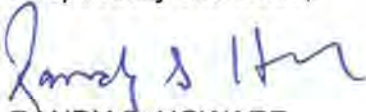
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Legislative & Regulatory Affairs Committee review and approval during its regularly scheduled meeting on December 1, 2021.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (5):

- Resolution No. 21-112
- Third Amendment to CMUA Funding Agreement for Energy Efficiency Services
- Second Amendment to CMUA Funding Agreement for Energy Efficiency Services
- First Amendment to CMUA Funding Agreement for Energy Efficiency Services
- Original CMUA Funding Agreement for Energy Efficiency Services

RESOLUTION 21-112

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A THIRD AMENDMENT TO THE FUNDING AGREEMENT WITH CALIFORNIA MUNICIPAL UTILITIES ASSOCIATION AND SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

(reference Staff Report #250:21)

WHEREAS, Northern California Power Agency (NCPA), California Municipal Utilities Association (CMUA), and Southern California Public Power Authority (SCPPA) collaborated on the development of a demand side management cost-effectiveness tool and reporting platform; and

WHEREAS, NCPA, CMUA, and SCPPA jointly released a competitive solicitation (Request for Proposal) for the selection of a consultant to develop a web-based application to replace the previous Excel-based spreadsheet tool; and

WHEREAS, NCPA, CMUA, and SCPPA selected Energy Platforms, LLC through a competitive solicitation to develop the web-based cost-effectiveness tool and reporting platform; and

WHEREAS, CMUA executed a consulting services agreement with Energy Platforms, LLC to develop a web-based cost-effectiveness tool and reporting platform for use by the electric utility members of CMUA, NCPA, and SCPPA, for an amount not-to-exceed \$827,600 over the five-year term of the agreement; and

WHEREAS, NCPA has agreed under the existing Agreement to pay its proportionate share of 25.774% of the original cost of services provided under the Agreement; and

WHEREAS, CMUA, NCPA, and SCPPA amended the Agreement in December 2019 and September 2020 to further enhance the web-based cost-effectiveness tool and reporting platform at a cost of \$461,000, in order to improve the analytical capabilities of the system and ensure that the reports generated will meet statutory and regulatory requirements; and

WHEREAS, the electric utility members of CMUA, NCPA, and SCPPA collectively agree to jointly fund a third series of improvements to the web-based cost-effectiveness tool and reporting platform in 2021 at a total cost of \$458,000, based on member requests; and

WHEREAS, NCPA has agreed to pay 12.79% of the additional cost of services provided under the Second Amendment to the Agreement, not to exceed \$58,562; and

WHEREAS, NCPA now desires to increase the not to exceed amount from \$1,288,600 to \$1,746,600 to ensure sufficient funds are available for the remainder of the contract term; 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 third amendment to the Funding Agreement, with any non-substantial changes as approved by the NCPA General Counsel.

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

THIRD AMENDMENT TO FUNDING AGREEMENT FOR ENERGY EFFICIENCY SERVICES

This Third Amendment to Funding Agreement for Energy Efficiency Services, ("Amendment") is dated as of _____, 2021 ("Effective Date"), by and among the California Municipal Utilities Association ("CMUA"), a California non-profit corporation, the Northern California Power Agency ("NCPA"), a joint powers agency, and the Southern California Public Power Authority ("SCPPA"), a joint powers agency. CMUA, NCPA, and SCPPA are also referred to individually as a "Party" and jointly as "the Parties."

WITNESSETH:

WHEREAS CMUA, NCPA, and SCPPA entered into a Funding Agreement for Energy Efficiency Services ("Agreement") as of September 25, 2018, and as most recently amended on October 1, 2020, wherein CMUA agreed to enter into a consultant services agreement ("CSA") with Energy Platforms, LLC ("Consultant") in an amount **not to exceed one-million two-hundred eighty-eight thousand six-hundred dollars (\$1,288,600.00)**, and which included a cost allocation among the Parties;

WHEREAS CMUA, intends to amend the CSA to expand the scope of services and to increase the compensation amount by \$458,000.00 to a total of not to exceed one-million seven-hundred forty-six thousand six hundred dollars (\$1,746,600.00);

WHEREAS CMUA, NCPA, and SCPPA desire to amend the Agreement to modify the total not to exceed amount and to increase the cost allocation amounts for each Party.

NOW, THEREFORE the Parties agree as follows:

1. Section 1 of the Agreement, titled "RETAINER OF CONSULTANT," shall be amended to increase the not to exceed amount to \$1,746,600.00.
2. Section 1.2 of the Agreement, titled "Cost Allocation," shall be amended to increase the not to exceed amount for each Party as follows:
 - CMUA shall be responsible **27.87% of the increased** cost of services provided under this Third Amendment to the CSA, or **one-hundred twenty-seven thousand six-hundred sixty-three (\$127,663.00)**, for a total cost of services provided under the CSA and total payments not to exceed **five-hundred thirty-four thousand, three-hundred fifty-eight dollars (\$534,358.00)**.
 - NCPA shall be responsible **12.79% of the increased** cost of services provided under this Third Amendment to the CSA, or **fifty-eight thousand five-hundred sixty-two dollars (\$58,562.00)**, for a total cost of services provided under the CSA and total payments not to exceed **three-hundred seventy-three thousand nine-hundred thirty-four dollars (\$373,934.00)**.

- SCPPA shall be responsible **59.34%** increased cost of services provided under this Third Amendment to the CSA, or **two-hundred seventy-one thousand seven-hundred seventy-five dollars (\$271,775.00)**, for a total cost of services provided under the CSA and total payments not to exceed **eight-hundred thirty-eight thousand three-hundred eight dollars (\$838,308.00)**.

Except as expressly provided in this Third Amendment, all the terms and provisions of the Agreement shall remain in full force and effect. Regarding the issues covered by this Third Amendment, this Third Amendment constitutes the entire understanding and agreement of the Parties and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

California Municipal Utilities Association

BARRY MOLINE
Executive Director

Southern California Public Power Authority

Approved as to legal form and content:

MARY BETH MARTIN
General Counsel

MICHAEL S. WEBSTER
Executive Director

Northern California Power Agency

Approved as to legal form and content:

JANE E. LUCKHARDT
General Counsel

RANDY S. HOWARD
General Manager

SECOND AMENDMENT TO FUNDING AGREEMENT FOR ENERGY EFFICIENCY SERVICES

This Second Amendment to Funding Agreement for Energy Efficiency Services, ("Amendment") is dated as of _____, 2020 ("Effective Date"), by and among the California Municipal Utilities Association ("CMUA"), a California non-profit corporation, the Northern California Power Agency ("NCPA"), a joint powers agency, and the Southern California Public Power Authority ("SCPPA"), a joint powers agency. CMUA, NCPA, and SCPPA are also referred to individually as a "Party" and jointly as "the Parties."

WITNESSETH:

WHEREAS, CMUA, NCPA, and SCPPA entered into a Funding Agreement for Energy Efficiency Services ("Agreement") as of September 25, 2018, and as amended on December 1, 2019, wherein CMUA agreed to enter into a consultant services agreement ("CSA") with Energy Platforms, LLC ("Consultant") in an amount **not to exceed one-million one-hundred three thousand one hundred dollars (\$1,103,100)**, and which included a cost allocation among the Parties.

WHEREAS, CMUA, intends to amend the CSA to expand the scope of services and to increase the compensation amount by \$185,500 to a total of **not to exceed one-million two-hundred eighty-eight thousand six hundred dollars (\$1,288,600.00)**;

WHEREAS, CMUA, NCPA, and SCPPA desire to further amend the Agreement to modify the total not to exceed amount and to increase the cost allocation amounts for each Party.

NOW, THEREFORE the Parties agree as follows:

1. Section 1 of the Agreement, titled "RETAINER OF CONSULTANT," shall be amended to increase the not to exceed amount to \$1,288,600.00.
2. Section 1.2 of the Agreement, titled "Cost Allocation," shall be amended to increase the not to exceed amount for each Party as follows:
 - CMUA shall be responsible for **36.40% of the increased** cost of services provided under this Second Amendment to the CSA, or **sixty-seven thousand, five hundred thirteen dollars and seventy-six cents (\$67,513.76)**, for a total cost of services provided under the CSA and total payments not to exceed **four-hundred six thousand, six hundred ninety-four dollars and ninety-five cents (\$406,694.95)**.
 - NCPA shall be responsible for **16.74% of the increased** cost of services provided under this Second Amendment to the CSA, or **thirty-one thousand fifty-eight dollars and seventy-eight cents (\$31,058.78)**, for a total cost of services provided under the CSA and total payments not to exceed **three-**

hundred fifteen thousand three hundred seventy-one dollars and seventy-seven cents (\$315,371.77).

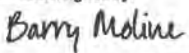
- SCPPA shall be responsible for **46.86% of the increased** cost of services provided under this Second Amendment to the CSA, or **eighty-six thousand nine hundred twenty-seven dollars and forty-six cents (\$86,927.46)**, for a total cost of services provided under the CSA and total payments not to exceed **five-hundred sixty-six thousand five hundred thirty-three dollars and twenty-eight cents (\$566,533.28).**

Except as expressly provided in this Second Amendment, all the terms and provisions of the Agreement shall remain in full force and effect. Regarding the issues covered by this Second Amendment, this Second Amendment constitutes the entire understanding and agreement of the Parties and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

SIGNATURES FOLLOW ON NEXT PAGE

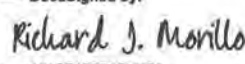
IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

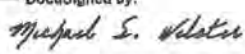
California Municipal Utilities Association

DocuSigned by:

BARRY MOLINE
Executive Director

Southern California Public Power Authority

Approved as to legal form and content:

DocuSigned by:

RICHARD J. MORILLO
General Counsel

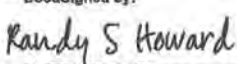
DocuSigned by:

MICHAEL S. WEBSTER
Executive Director

Northern California Power Agency

Approved as to legal form and content:

DocuSigned by:

JANE E. LUCKHARDT
General Counsel

DocuSigned by:

RANDY S. HOWARD
General Manager

AMENDMENT TO FUNDING AGREEMENT FOR ENERGY EFFICIENCY SERVICES

This Amendment to Funding Agreement for Energy Efficiency Services, ("Amendment") is dated for convenience, December 1, 2019 ("Effective Date"), by and among the California Municipal Utilities Association ("CMUA"), a California non-profit corporation, the Northern California Power Agency ("NCPA"), a joint powers agency, and the Southern California Public Power Authority ("SCPPA"), a joint powers agency. CMUA, NCPA, and SCPPA are also referred to individually as a "Party" and jointly as "the Parties."

WITNESSETH:

WHEREAS, CMUA, NCPA, and SCPPA entered into a Funding Agreement for Energy Efficiency Services ("Agreement") on or about November 10, 2018, wherein CMUA agreed to enter into a consultant services agreement ("CSA") with Energy Platforms, LLC ("Consultant") in an amount **not to exceed eight-hundred twenty-seven thousand six hundred dollars (\$827,600)** and a cost allocation of the following:

- CMUA was responsible for **30.748%** of the total cost of services provided under the CSA, and total payments not exceed **two-hundred fifty-four thousand four hundred sixty-seven dollars (\$254,467)**.
- NCPA was responsible for **25.774%** of the total cost of services provided under the CSA, and total payments not exceed **two-hundred thirteen thousand three hundred nine dollars (\$213,309)**.
- SCPPA was responsible for **43.478%** of the total cost of services provided under the CSA, and total payments not exceed **three-hundred fifty-nine thousand eight hundred twenty-four dollars (\$359,824)**.

WHEREAS, CMUA, intends to amend the CSA to expand the scope of services and to increase the compensation amount by \$275,500 to a total of \$1,103,100.

WHEREAS, CMUA, NCPA, and SCPPA desire to amend the Agreement to modify the total not to exceed amount, maintain the cost allocation percentages as originally agreed upon by all Parties and increase the respective not to exceed amounts for each party.

NOW, THEREFORE the Parties agree as follows:

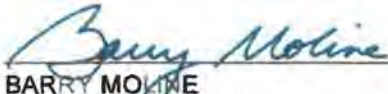
1. Section 1 of the Agreement, titled "Retainer of Consultant," shall be amended to increase the not to exceed amount to \$1,103,100.
2. Section 1.3 of the Agreement, titled "Cost Allocation," shall be amended to increase the not to exceed amount for each party as follows:
 - CMUA shall be responsible **30.748%** total cost of services provided under the CSA, and total payments not to exceed **three-hundred thirty-nine thousand, one hundred, eighty-one dollars, and nineteen cents (\$339,181.19)**;
 - NCPA shall be responsible **25.774%** total cost of services provided under the CSA, and total payments not to exceed **two-hundred eighty-four thousand, three hundred, twelve dollars and ninety-nine cents (\$284,312.99)**;

- SCPPA shall be responsible 43.478% total cost of services provided under the CSA, and total payments not to exceed four-hundred seventy-nine thousand, six hundred five dollars and eighty-two cents \$479,605.82).

Except as expressly provided in this Amendment, all the terms and provisions of the Agreement shall remain in full force and effect. Regarding the issues covered by this Amendment, this Amendment constitutes the entire understanding and agreement of the Parties and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

California Municipal Utilities Association


BARRY MOLINE
Executive Director

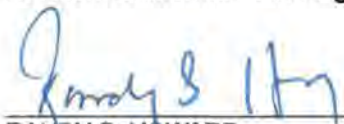
Southern California Public Power Authority

MICHAEL S. WEBSTER
Executive Director


Approved as to form:

Richard J. Morillo
General Counsel

Northern California Power Agency


RANDY S. HOWARD
General Manager

Approved as to form:


Jane Luckhardt
General Counsel

- SCPPA shall be responsible 43.478% total cost of services provided under the CSA, and total payments not to exceed four-hundred seventy-nine thousand, six hundred five dollars and eighty-two cents \$479,605.82).

Except as expressly provided in this Amendment, all the terms and provisions of the Agreement shall remain in full force and effect. Regarding the issues covered by this Amendment, this Amendment constitutes the entire understanding and agreement of the Parties and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

California Municipal Utilities Association



BARRY MOLINE
Executive Director

Southern California Public Power Authority



MICHAEL S. WEBSTER
Executive Director

Approved as to form:



Richard J. Morillo
General Counsel

Northern California Power Agency

RANDY S. HOWARD
General Manager

Approved as to form:

Jane Luckhardt
General Counsel

FUNDING AGREEMENT FOR ENERGY EFFICIENCY SERVICES

This agreement ("Agreement") is dated as of September 25, 2018, ("Effective Date"), by and among the California Municipal Utilities Association ("CMUA"), a California non-profit corporation, the Northern California Power Agency ("NCPA"), a joint powers agency, and the Southern California Public Power Authority ("SCPPA"), a joint powers agency. CMUA, NCPA, and SCPPA are also referred to individually as a "Party" and jointly as "the Parties."

WITNESSETH:

WHEREAS, each of the Parties is a membership organization consisting of publicly owned utilities, many of which operate an electric utility; and

WHEREAS, certain of the member utilities of the Parties ("Participants") are engaged in the planning, development, and administration of energy efficiency incentive programs for their respective retail electric customers; and

WHEREAS, the Participants have a need for professional and technical services to develop (1) an energy efficiency cost-effectiveness tool ("CET") and (2) an energy efficiency reporting platform ("RP") to improve Participants' tracking and evaluation of program performance and to support Participants' compliance with mandatory state and federal reporting requirements; and

WHEREAS, the Parties desire to jointly retain Energy Platforms, LLC ("Consultant") to develop the CET and RP that can be utilized by the Participants, and to share the costs of developing the CET and RP; and

WHEREAS, the Consultant is qualified and capable of providing consulting services for developing the CET and RP, and the Consultant is willing to provide such services at a price **NOT TO EXCEED eight-hundred twenty-seven thousand six hundred dollars (\$827,600)**, including all costs; and

WHEREAS, CMUA is willing to retain Consultant to provide the services, with the costs of such services to be shared by each of the Parties as specified in this Agreement so that the CET and RP will be available for use by each of the Parties and their respective Participants.

NOW, THEREFORE the Parties agree as follows:

Section 1. RETAINER OF CONSULTANT. CMUA agrees to enter into a consultant services agreement (the "CSA") with Consultant, in an amount not to exceed **eight-hundred twenty-seven thousand six hundred dollars (\$827,600)**. Pursuant to the CSA, Consultant will develop and deliver the CET and RP to CMUA as more fully described in the CSA. Upon delivery of the CET and RP to CMUA, CMUA shall promptly provide access to SCPPA and NCPA for use by their respective Participants.

- 1.1 **Term of Agreement.** The term of this agreement shall begin on the Effective Date and shall end when the CSA with the Consultant ends, or no later than five (5) years from the Effective Date, whichever is shorter.
- 1.2 **Cost Allocation.** Pursuant to Section 3, Parties are responsible for a share of the cost of services provided under the CSA as follows:
- a. CMUA shall be responsible 30.748% total cost of services provided under the CSA, and total payments not exceed two-hundred fifty-four thousand four hundred sixty-seven dollars (\$254,467).
 - b. NCPA shall be responsible 25.774% total cost of services provided under the CSA, and total payments not exceed two-hundred thirteen thousand three hundred nine dollars (\$213,309).
 - c. SCPPA shall be responsible 43.478% total cost of services provided under the CSA, and total payments not exceed three-hundred fifty-nine thousand eight hundred twenty-four dollars (\$359,824).
- 1.3 **Administration of CSA.** CMUA shall be responsible for the administration of the CSA.

Section 2. AUTHORIZED REPRESENTATIVES. Any notices to the Parties, and all invoices and payments shall be sent to the following Authorized Representatives of the Parties:

Barry Moline
Executive Director
California Municipal Utilities Association
915 L Street, Suite 1480
Sacramento, CA 95814

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95668

Mike Webster
Executive Director
Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740

Any Party may modify the name of its Authorized Representative or its address by sending written notice to the other Parties.

Section 3. PAYMENT. The Parties agree that costs of services provided under the CSA

shall be shared by the Parties on a 50% equal share, 50% proportional share of total energy consumption basis:

Org	Entity	2016 Sales (GWh)	2016 Sales (%)	Sales (\$)	Equal Share (\$)	Not To Exceed (\$)	Cost Share (%)
CMUA	Sacramento	10,421.1	17.16%	\$ 71,011	\$ 10,610	\$ 81,622	9.86%
CMUA	Modesto	2,503.1	4.12%	\$ 17,057	\$ 10,610	\$ 27,667	3.34%
CMUA	Turlock	2,000.3	3.29%	\$ 13,630	\$ 10,610	\$ 24,241	2.93%
CMUA	San Francisco	970.9	1.60%	\$ 6,616	\$ 10,610	\$ 17,226	2.08%
CMUA	Merced	476.9	0.79%	\$ 3,250	\$ 10,610	\$ 13,860	1.67%
CMUA	Moreno Valley	192.6	0.32%	\$ 1,313	\$ 10,610	\$ 11,923	1.44%
CMUA	Lassen	130.6	0.22%	\$ 890	\$ 10,610	\$ 11,500	1.39%
CMUA	Trinity	108.7	0.18%	\$ 741	\$ 10,610	\$ 11,351	1.37%
CMUA	Victorville	89.0	0.15%	\$ 607	\$ 10,610	\$ 11,217	1.36%
CMUA	Corona	78.6	0.13%	\$ 536	\$ 10,610	\$ 11,146	1.35%
CMUA	Rancho Cucamonga	73.0	0.12%	\$ 497	\$ 10,610	\$ 11,108	1.34%
CMUA	Needles	35.9	0.06%	\$ 244	\$ 10,610	\$ 10,855	1.31%
CMUA	Pittsburg	20.9	0.03%	\$ 142	\$ 10,610	\$ 10,752	1.30%
NCPA	Santa Clara	3,425.8	5.64%	\$ 23,344	\$ 10,610	\$ 33,954	4.10%
NCPA	Roseville	1,179.0	1.94%	\$ 8,034	\$ 10,610	\$ 18,644	2.25%
NCPA	Palo Alto	914.7	1.51%	\$ 6,233	\$ 10,610	\$ 16,844	2.04%
NCPA	Redding	742.9	1.22%	\$ 5,062	\$ 10,610	\$ 15,672	1.89%
NCPA	Lodi	426.2	0.70%	\$ 2,904	\$ 10,610	\$ 13,515	1.63%
NCPA	Alameda	341.8	0.56%	\$ 2,329	\$ 10,610	\$ 12,940	1.56%
NCPA	Shasta Lake	195.6	0.32%	\$ 1,333	\$ 10,610	\$ 11,943	1.44%
NCPA	Truckee Donner	151.5	0.25%	\$ 1,033	\$ 10,610	\$ 11,643	1.41%
NCPA	Plumas-Sierra	144.5	0.24%	\$ 985	\$ 10,610	\$ 11,595	1.40%
NCPA	Lompoc	131.5	0.22%	\$ 896	\$ 10,610	\$ 11,506	1.39%
NCPA	Ukiah	106.7	0.18%	\$ 727	\$ 10,610	\$ 11,338	1.37%
NCPA	Healdsburg	75.3	0.12%	\$ 513	\$ 10,610	\$ 11,123	1.34%
NCPA	Port of Oakland	61.3	0.10%	\$ 418	\$ 10,610	\$ 11,028	1.33%
NCPA	Gridley	34.2	0.06%	\$ 233	\$ 10,610	\$ 10,843	1.31%
NCPA	Biggs	16.2	0.03%	\$ 111	\$ 10,610	\$ 10,721	1.30%
SCPPA	Los Angeles	22,666.3	37.33%	\$ 154,452	\$ 10,610	\$ 165,062	19.94%
SCPPA	Imperial	3,385.5	5.58%	\$ 23,070	\$ 10,610	\$ 33,680	4.07%
SCPPA	Anaheim	2,356.3	3.88%	\$ 16,056	\$ 10,610	\$ 26,666	3.22%
SCPPA	Riverside	2,182.8	3.59%	\$ 14,874	\$ 10,610	\$ 25,484	3.08%
SCPPA	Vernon	1,109.0	1.83%	\$ 7,557	\$ 10,610	\$ 18,167	2.20%
SCPPA	Burbank	1,095.9	1.80%	\$ 7,468	\$ 10,610	\$ 18,078	2.18%
SCPPA	Pasadena	1,070.9	1.76%	\$ 7,298	\$ 10,610	\$ 17,908	2.16%
SCPPA	Glendale	1,065.5	1.75%	\$ 7,261	\$ 10,610	\$ 17,871	2.16%
SCPPA	Colton	352.9	0.58%	\$ 2,405	\$ 10,610	\$ 13,015	1.57%
SCPPA	Azusa	253.7	0.42%	\$ 1,729	\$ 10,610	\$ 12,339	1.49%
SCPPA	Banning	138.4	0.23%	\$ 943	\$ 10,610	\$ 11,553	1.40%

3.1 Invoices. Upon receipt of any invoice from the Consultant, CMUA shall forward a copy

of the invoice to NCPA and SCPA who shall, within thirty (30) days of receipt, pay their share of the invoice or otherwise make restitution of their respective share of the invoice to CMUA. CMUA as counterparty to the CSA with the Consultant will be responsible for payment to the Consultant. Notwithstanding the foregoing, payments by NCPA and SCPA are subject to the limitations established in Subsection 1.2.

- 3.2 Recovery of Costs from Participants.** Each Party shall be responsible for the recovery of any costs for which it is responsible under this Agreement from those Participants who are members of that Party.
- 3.3 Non-Responsibility for Costs Incurred by Other Parties.** The obligations incurred by the Parties under this Agreement are severable, and not joint. No Party shall be responsible for the costs incurred under the CSA for services to Participants who are not identified in this Section 3 as the responsibility of that Party.

Section 4. MISCELLANEOUS PROVISIONS.

- 4.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 Successor and Assigns.** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Parties.
- 4.6 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.

4.7 Alternative Dispute Resolution. The Parties shall attempt to resolve disputes arising under this Agreement in a fair and reasonable manner by discussions among their respective Authorized Representatives. 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:

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

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

4.7.3 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.

4.7.4 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.

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

4.7.6 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.*

4.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

4.9 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, the Participants are not third party beneficiaries.

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

California Municipal Utilities Association


BARRY MOLINE
Executive Director

Northern California Power Agency


RANDY S. HOWARD
General Manager

Approved as to form:


General Counsel

Southern California Public Power Authority


MICHAEL WEBSTER
Executive Director

Approved as to form:


~~General Counsel~~ Senior Assistant General Counsel



17

Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: Approval of Revisions to NCPA's Personnel Policies and Procedures Manual

AGENDA CATEGORY: Consent

FROM:	Elizabeth Gonzalez <i>EG</i>	METHOD OF SELECTION:
	Human Resources Manager	N/A
Division:	Executive Services	
Department:	Human Resources	

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 21-114 authorizing the General Manager or his designee to implement the revisions to NCPA's Personnel Policies and Procedures Manual.

BACKGROUND:

In August and September of 2021, the Agency bargained in good faith based on the direction provided to management's negotiations representatives, with representative of the International Brotherhood of Electrical Workers (IBEW) Local 1245 and representative of the Hydroelectric Employee Association (HEA) regarding the extension and modifications of each associated Memorandum of Understanding (MOU).

Management was able to reach a three-year agreement which resulted in modifications to the IBEW Local 1245 MOU and HEA MOU. The application of applicable modifications to the Agency's non-represented employees requires the following revisions to the Agency's Personnel Policies and Procedures Manual:

- Addition of June 19th to the list of recognized holidays;
- Modification to bereavement leave with pay from a fixed number of hours to the hours correlated with an employee's working day; and
- Modification of the maximum allowable for tuition reimbursement from a fixed dollar amount to an established maximum as determined by the IRS.

In addition, a Telecommute Policy and Procedure has been added to the Personnel Policies and Procedures Manual to provide a workplace option that allows employees who are meeting Agency performance expectations to work remotely for some of their regularly scheduled shift(s). No particular positions have been designated as "telecommuting positions." Rather, certain positions may be suitable for telecommuting, and in such case, this policy may permit management to allow part of the duties of a position to be performed remotely on a temporary or ongoing basis.

Other minor modifications and/or administrative revisions have been included to meet Agency business needs.

FISCAL IMPACT:

Approval of these changes to NCPA's Personnel Policies and Procedure Manual will have minimal fiscal impacts. Therefore, this action does not require a budget augmentation.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 21-114
- Applicable NCPA Personnel Policies and Procedures

RESOLUTION 21-114

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING REVISIONS TO NCPA'S PERSONNEL POLICIES AND PROCEDURES MANUAL (reference Staff Report #252:21)

WHEREAS, the Agency bargained in good faith with representatives of the International Brotherhood of Electrical Workers (IBEW) Local 1245 and representative of the Hydroelectric Employee Association (HEA) regarding the extension and modifications of each associated Memorandum of Understanding (MOU); and

WHEREAS, Management was able to reach a three-year agreement which resulted in modifications to the IBEW Local 1245 MOU and HEA MOU; and

WHEREAS, NCPA staff have updated its Personnel Policies and Procedures Manual (Manual) to provide the applicable modifications to the Agency's non-represented employees; and

WHEREAS, NCPA staff have also updated the Manual to include a Telecommute Policy and Procedure; and

WHEREAS, NCPA staff included minor modifications and/or administrative revisions in the Manual to meet Agency business needs; and

WHEREAS, the Manual delegates authority to the General Manager for implementation; and

WHEREAS, NCPA has obtained both IBEW 1245 and HEA support of the proposed revisions to the Manual; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves the revisions to the Agency's Personnel Policies and Procedures Manual.

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

PERSONNEL POLICIES AND PROCEDURES

404.4 Telecommute Program

The Telecommute Program is a workplace option that allows employees who are meeting Agency performance expectations (including probationary employees) to work remotely for some of their regularly scheduled shift(s). No particular positions have been designated as "telecommuting positions." Rather, certain positions may be suitable for telecommuting, and in such case, Management may allow part of the duties of the position to be performed remotely on a temporary or ongoing basis. Telecommuting is not promised or guaranteed, and no particular duration of telecommuting is guaranteed. If telecommuting is approved for a position, it will last as long as it is appropriate for both the employee and the Agency, focusing first on the business needs of the Agency.

404.5 Attendance Standards

Regular attendance is required of employees. Employees are required to report on time and observe their assigned work schedules. If an employee is unable to report to work for any reason, or arrives late to work, or must leave early, the employee must notify the work unit supervisor or, in his/her absence, the Manager before starting time or be subject to disciplinary action. To seek authorization, notification should be made by telephoning the supervisor, and if the employee does not reach him/her then by email or text.

404.6 Resignation

An employee who voluntarily resigns from employment with NCPA in good standing must submit his/her resignation to his or her Manager at least two weeks prior to the scheduled departure so that an orderly transition can be made. This includes turning in NCPA property, completing required forms, obtaining appropriate clearances, and having an exit interview.

Once a written resignation is received by Human Resources, it becomes effective, and it is irrevocable except the General Manager may, in his/her discretion, permit a resignation to be rescinded.

Employees who retire are requested to provide ninety (90) days written notice. Please see the related Procedure section for more information on retirement.

404.7 Absence Without Notice

Any employee absent for three (3) consecutive working days without being on authorized leave shall be assumed to have resigned his/her employment, unless otherwise determined by the Manager. The Agency shall give notice of such automatic resignation. Except for at-will and probationary employees, regular employees who are separated from Agency service by automatic resignation may appeal to the General Manager within five (5) calendar days of the Notice of Automatic Resignation.

Nothing in this section shall limit the Manager's authority to discipline or dismiss an employee due to an unauthorized absence.

PERSONNEL POLICIES AND PROCEDURES

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E. Administration of Benefits

NCPA shall pay directly to CalPERS the lesser of (1) the retiree's actual insurance cost of (2) an amount up to 100% of the Kaiser Senior Advantage – Employee & 1 Dependent Rate Region One (1) (CalPERS Supplement/Managed Medicare) rate, contributions are based on the above vesting schedule.

NCPA shall also establish a Health Reimbursement Arrangement (HRA) for those Tier I and Tier II retirees whose monthly healthcare premium exceeds 100% of the Kaiser Senior Advantage – Employee & 1 Dependent Rate Region One (1) (CalPERS Supplement/Managed Medicare) monthly rate. The Agency shall reimburse to the retiree the lesser of (1) the remaining medical premium or (2) the remaining medical insurance benefit.

405.8 Basic Life Insurance

Group term life insurance is provided to all eligible employees by the Agency. Coverage levels vary, please see plan documents for more details. Additional Voluntary life insurance may be available for purchase.

405.9 Vision Care

Vision care insurance is provided for the employee and dependents by the Agency. See plan documents for more details.

405.10 Educational Leave and Tuition Reimbursement

Solely at the Agency's discretion, the Agency may provide an educational leave and tuition reimbursement to eligible employees with the Human Resources Manager's written approval. The Agency may choose to reimburse expenses for IRS approved educational expenses which may include tuition, required books, and parking fees incurred by an employee up to an established maximum as determined by the Agency IRS. The employee must successfully complete the class(es) at an accredited college, university or approved specialized training group. Such educational or training program must be related to the job duties of a position at the Agency and must be approved in advance by Human Resources upon recommendation of the employee's Assistant General Manager or Plant Manager.

An employee may request a reimbursement of funds for education or training purposes subject to the approval of the Human Resources Manager or designee. Reimbursement may be granted for IRS approved educational expenses ~~tuition, required books and parking fees~~. Other expenses including but not limited to supplies, CLEP exam or equivalent auditing or challenging classes, parking tickets, late fees, etc. may not be reimbursed or advanced. To receive reimbursement, the employee must present evidence that each course is satisfactorily completed with a grade of "C" or better within three weeks of completion of the course(s). The Agency's Procedure shall govern implementation of the policy.

405.11 Flexible Spending Accounts (FSAs)

Employees are eligible to participate in Flexible Spending Accounts (FSA) offered by the

PERSONNEL POLICIES AND PROCEDURES

Agency. Participation is voluntary, and employees must sign up every year to participate. NCPA offers ~~two~~ three types of FSAs:

Health Care FSA:

In this FSA account, an employee may set aside a specified amount on a pre-tax basis each pay period during the calendar year. An employee may use account contributions for expenses that are not covered or are only partially covered by the insurance plans. See Human Resources or plan website for more details.

Dependent Care FSA:

A dependent care FSA allows an employee to set aside money on a pre-tax basis to pay for eligible expenses associated with the care of a dependent child or adult. Examples of eligible expenses include: day care/after-school care for children under age 13, nursery school expenses, day care for an incapacitated spouse, or dependent parent who lives with the employee. See Human Resources or plan website for more details.

Adoption Assistance FSA:

An Adoption Assistance FSA account allows an employee to set aside money on a pre-tax basis for reasonable and necessary expenses that an employee may incur in the process of legally adopting an eligible child, including adoption fees, court costs, attorney fees and related travel costs.

405.12 Long-Term Care Insurance

Long-term care is the extended care an employee, employee's spouse or parents, parents-in-law, and/or siblings may need when, because of a chronic illness, injury or frailty of old age, help is required with basic activities like bathing, dressing, or eating. CalPERS offers several plan choices that range from comprehensive coverage to nursing home/ assisted living facility only plans. Participation in long-term care is voluntary, and the employees or their enrolled family members pay for the premiums. Long-term care plans are portable and can be continued even if the employee changes job, or moves out of state. See Human Resources or CalPERS Long Term Care website for more details.

405.13 Employee Assistance Plan

The Employee Assistance Plan provides assistance and referrals to counseling for employees and their dependents dealing with issues relating to marital and family problems, substance abuse, depression, emotional difficulties, children's behavioral issues, stress, grief or domestic violence. Full time employees and their eligible dependents receive coverage on the first of the month following the date of hire. Contact Human Resources for more details.

PERSONNEL POLICIES AND PROCEDURES

406. LEAVES OF ABSENCE

The following leaves of absence are provided by the Agency for eligible employees. The Human Resources Manager is responsible for the administration of leave benefits. Represented employees' leave benefits are also contained in appropriate MOU's.

406.1 Holidays

The following are recognized holidays with pay:

New Year's Day	Martin Luther King Day (non-union staff only*)
President's Day	Memorial Day
June 19th	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

In the event any of the recognized holidays falls on a Sunday, the following Monday shall be considered the holiday. In the event any of the recognized holidays falls on a Saturday, the preceding Friday shall be considered a holiday. (*Not including Dispatch and Scheduling employees.)

406.2 Floating Holidays

In addition to the Agency recognized holidays, each regular, non-union employee will receive two floating holidays per calendar year. Floating holidays may be taken any day during the calendar year by giving two weeks' notice, provided the absence creates no significant disruption of Agency operations. The Agency may limit the number of employees who take a floating holiday on a given day. New hires receive floating holidays upon hire, prorated for the remainder of the calendar year.

Floating holidays are not carried over into the next calendar year.

406.3 Vacation Leave

Accrual of Vacation

Annual accrual of vacation is as follows:

Years of Service	Hours accrued per year	8 Hour Days per year
0 – 4	80	10
5 – 8	120	15
9+	160	20

PERSONNEL POLICIES AND PROCEDURES

- (d) Submit written documentation to the employer certifying that the qualified member will be on “qualified leave” (defined below) from deployment during the entire period of the leave requested by the employee.

Definitions

“Qualified member” means a person who is any of the following:

- (a) A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States;
- (b) A member of the National Guard or Reserves who has been deployed during a period of military conflict.
- (c) A member of the Reserves who has been deployed during a period of military conflict.

“Period of military conflict” means either of the following:

- (a) A period of war declared by the United States Congress, or
- (b) A period of deployment for which a member of a reserve component is ordered to active duty, as defined in Military & Veterans Code section 395.10.

“Qualified leave” means the period during which the qualified member is on leave from deployment during a period of military conflict.

Length of Leave Permitted

An eligible employee shall be entitled to up to a maximum of ten (10) days of unpaid leave during a “qualified leave period” (defined above).

Use of Accrued Paid Leave

The “use of accrued paid leave” rules for this leave are the same as those for FMLA.

406.7 Bereavement Leave

It is the policy of the Agency to provide regular and probationary employees with a leave of absence with pay for ~~up to three (3) regularly scheduled workdays~~ ~~twenty-four hours~~ in the event of a death in the employee’s family. ~~An additional two (2) working days~~ ~~Sixteen-hour~~ ~~additional leave~~, chargeable to sick leave, ~~vacation, or compensating time off~~ may be granted an employee by their ~~General~~ Manager when necessary. For the purpose of this section, family is defined as: spouse, domestic partner, parent, parent-in-law, foster parent, child, stepchild, brother, sister, half-brother or half-sister, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, or more distant relative if residing in the household of the employee. Consistent with the operational needs of the Agency, an employee may be granted paid leave, not to exceed one ~~working day~~ ~~(8 hours)~~, to attend the funeral of a person the employee may be deemed to owe respect.

PERSONNEL POLICIES AND PROCEDURES

P404.4 TELECOMMUTE PROGRAM PROCEDURE

The Telecommute Program is a workplace option that allows employees who are meeting Agency performance expectations (including probationary employees) to work remotely for some of their regularly scheduled shift(s). No particular positions have been designated as "telecommuting positions." Rather, certain positions may be suitable for telecommuting, and in such case, Management may allow part of the duties of the position to be performed remotely on a temporary or ongoing basis. Telecommuting is not promised or guaranteed, and no particular duration of telecommuting is guaranteed. If telecommuting is approved for a position, it will last as long as it is appropriate for both the employee and the Agency, focusing first on the business needs of the Agency.

Before entering into any telecommuting agreement, the employee and their supervisor shall evaluate the suitability of such an arrangement paying particular attention to the following areas:

- Employee Suitability - the employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuting.
- Job Responsibilities - the employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- Equipment needs, work space design considerations and scheduling issues.

Employees will submit telecommute requests via the Telecommute Application Form to their immediate supervisor and Assistant General Manager (AGM) for review and approval. The approved Telecommute Application Form will then be forwarded to Human Resources for storage in the employee's personnel file.

Eligibility

Telecommuting may not be feasible within some departments or for certain positions within a department. Employees interested in telecommuting should discuss the matter with their supervisor and Assistant General Manager and complete a Telecommute Application Form.

Telecommuting requests will be evaluated on a case-by-case basis. The following conditions must be met prior to approval of a telecommute agreement:

- Employees must be able to carry out the same duties, assignments, and other work obligations at their remote location as they do when at their regular work location.
- The arrangement must be practical and beneficial to the Agency.
- Employees must be meeting performance standards and in good standing with the Agency.

PERSONNEL POLICIES AND PROCEDURES

- Employees must have the appropriate equipment, furnishings, and office supplies at their remote location.
- Employees must be able to attend in-person scheduled meetings and participate in other required activities at their regular work location as needed.
- Employee must arrange for dependent care during their work hours.

Equipment/Furnishings/Office Supplies

On a case-by-case basis, the Agency will determine the appropriate equipment needs, including hardware, software, phone and data lines, and other office equipment, for each telecommuting arrangement. Human Resources and Information Services will serve as resources in this matter. Equipment supplied by the Agency will be maintained by the department. Equipment supplied by the department is to be used for business purposes only. The employee must sign an inventory of all Agency property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all Agency property will be returned to the Agency, unless other arrangements have been made.

The employee will establish an appropriate work environment within their remote location for work purposes. The Agency will not be responsible for costs associated with the setup of the employee's remote location, such as remodeling, furniture or lighting, nor for repairs or modifications to the space. Employees are responsible for equipping and maintaining their remote location so that they can accomplish their work in an efficient and expeditious manner. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The Agency accepts no responsibility for damage or repairs to employee-owned equipment.

The Agency reserves the right to make determinations as to appropriate equipment, which is subject to change at any time.

Other Requirements/Restrictions

The Agency has the right to offer, cancel, or suspend employee telecommuting privileges at any time, for any reason or for no reason. Every effort will be made to provide 30 days' notice of such a change. There may be instances, however, where no notice is possible.

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the Agency. Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate cessation of the telecommuting agreement.

Telecommuting employees must adhere to all NCPA policies. It is the responsibility of the employee to take all precautions necessary to secure proprietary information and to prevent unauthorized access. The employee is required to observe all office security practices when working outside NCPA's office to ensure the integrity and confidentiality of proprietary information. All software used for teleworking must be virus inspected and each PC must have virus protection software installed. Restricted access materials shall not be taken out of the office or accessed through the computer unless approved in advance by the supervisor.

P405.10 TUITION REIMBURSEMENT PROCEDURE

Solely at the Agency's discretion, the Agency may provide an educational leave and tuition reimbursement plan. The Agency may choose to reimburse expenses for IRS approved educational expenses which may include tuition, books, and parking fees incurred by a regular full-time employee. The employee must successfully complete the classes at an accredited college, university or approved specialized training group. Such program must be related to the job duties of a position at the Agency, and must be approved in advance by the Human Resources Manager upon recommendation of the employee's Assistant General Manager. A degree program must be approved prior to taking any course. Please complete the Degree Program Application and obtain approval before enrollment (if applicable).

Upon completion of probation or after twelve (12) months of employment for an "at will" employee, a regular full-time employee may request advance approval of a course. Thereafter, reimbursement will be processed upon completion of the pre-approved course(s), subject to the approval of the Human Resources Manager or designee. Reimbursement may be granted for IRS approved educational expenses ~~tuition, books, and parking fees~~. The following are specifically excluded from reimbursement: supplies, CLEP exams or related entrance exams; auditing or challenging a course; mileage or related optional personal expenses as determined by the Agency.

If reimbursement is requested and granted, the employee must present evidence within three weeks that each course is satisfactorily completed with a grade of "C" or better, a bill for the course and related fees that was paid, and the pre-approved NCPA Tuition Reimbursement form.

PERSONNEL POLICIES AND PROCEDURES

Tuition Reimbursement Form

Section A

Name _____ Date _____

Job Title _____ Dept. _____

Supervisor _____ Phone # _____

I wish to register to attend the course(s) indicated below for the semester beginning on _____ and ending on _____.

How is the course(s) related to your current position?

Reason for Enrollment _____

Degree/Certification/Continuing Education

Course #	Course Title	# Credit/Hrs.	Tuition Amount	Accredited School Name

Requests for reimbursement must be reviewed by an employees' supervisor, AGM, and approved by the Human Resources Manager before attendance at a class or program begins. Requests for reimbursement must be accompanied by receipts for actual expenses and will be paid only up to pre- approved limits. Time spent attending voluntary programs will not be counted as working time and will not be compensated. **Effective 7/1/04 and beyond, reimbursement is limited to \$5,000 per employee per fiscal year. Reimbursement is limited to the established maximum as determined by the IRS.**

I understand that I must complete this form and return it to Human Resources for approval **BEFORE** beginning the classes. If the course is approved, I must submit my **FINAL GRADES (C or better) AND PROOF OF TUITION, BOOKS, AND FEES** to Human Resources within three weeks after completing the course. I hereby request NCPA to approve the course(s) listed above and reimburse me for the costs specified above upon completion. I certify that the information in this request is complete, true, and correct. I acknowledge that my attendance at the course(s) is entirely voluntary and not required.

I have read and understand this form, and agree to its terms and conditions.

Employee Signature _____

Date _____

As the employee's supervisor, I recommend ☐ Approval ☐ Denial of Request

Supervisor's Signature _____

Date _____

Assistant General Manager Signature _____

Date _____

Human Resources ☐ Approves ☐ Denies the employee's request for a total of up to \$ _____.

Date Issued: April 24, 2016 _____

Human Resources Manager Signature _____

Date _____




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Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: FY 2020-2021 Annual Billing Settlements

AGENDA CATEGORY: Consent

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

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

Northern California Power Agency (NCPA) staff recommends the Commission approve Resolution 21-115 and the attachments thereto regarding the FY 2020-2021 Annual Billing Settlements.

BACKGROUND:

The attached FY 2020-2021 Annual Billing Settlements Summary shows a comparison of Actual Costs and Final Billing Settlements (i.e., Collections vs. Actual).

This year's Net Refund of Excess Collections due to participants at fiscal year-end was \$1.32 million or 0.2% of Collections (net of credits) to date. The sources of these refunds were as follows: (1) Net Generation & Transmission operating costs of (\$0.64 million); (2) Management Services costs of \$0.68 million; and (3) Pass-Through Costs and Interest and Other Income of \$1.28 million.

The Utility Directors have reviewed the final draft of the FY 2020-2021 Annual Billing Settlements Summary and supporting data, which is currently available on NCPA Connect. Supporting data includes the final re-run of the All Resources Bill to reflect the final settlement amounts, explanations of the primary refund drivers, and schedules reflecting annual costs, collections, and resulting over/under collections by month.

Fuel, CAISO charges and energy and ancillary services sales do not play a material role in the annual settlements process as those items are adjusted monthly in the Agency's All Resources Bill when the actual costs for these categories are invoiced by NCPA.

FISCAL IMPACT:

Upon approval by the Commission, the amount of \$1,322,423 will be distributed to participants. NCPA member refund amounts will be deposited into their respective General Operating Reserve accounts while collections will be billed on a miscellaneous billing in December, which will include a General Operating Reserve (GOR) letter of direction template. Non-members will receive a credit or debit miscellaneous billing in early December.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation was reviewed by the Facilities Committee on November 3rd and the LEC Project Participant Committee on November 15th. Both Committees recommended Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Resolution 21-115
Billing Settlements Summary

RESOLUTION 21-115

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE FY 2020-2021 ANNUAL BILLING SETTLEMENTS**

(reference Staff Report #253:21)

WHEREAS, the Northern California Power Agency, (Agency) FY 2020-2021 Annual Billing Settlements has been closed, reconciled, and finalized; and

WHEREAS, the independent audit of the Agency's financial statements has been completed; and

WHEREAS, the Agency's generating, transmission, energy contract resources, and other programs are billed monthly throughout the fiscal year on an estimated basis; and

WHEREAS, the Agency's monthly billings to participants for FY 2020-2021 have been re-run using the finalized FY 2020-2021 Annual Billing costs; and

WHEREAS, these processes have resulted in a final billing cost settlement for each program; and

WHEREAS, the Facilities and Lodi Energy Center Project Participant Committees and Utility Directors reviewed the detailed support for the FY 2020-2021 Annual Billing Settlements Summary, the related Project and Program Cost Summary Reports, and the re-run of the monthly All Resources Bills and have found all to be satisfactory; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts the FY 2020-2021 Annual Billing Settlements, as summarized in the attachments hereto; and, does hereby direct that the net refund of \$1,322,423 due to participants be distributed.

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

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

**Northern California Power Agency
FY 2021 Billing Settlement Summary - By Participant and Customers**

	Collections	Actual Costs	Refund (Charge)
Summary all Participants and Customers	\$ 555,485,862	\$ 554,163,439	\$ 1,322,423
Summary By Participant			
Alameda	\$ 31,880,131	\$ 31,849,761	\$ 30,370
BART	31,199,981	30,888,794	311,187
Biggs	1,559,498	1,537,449	22,049
Gridley	3,353,274	3,330,817	22,457
Healdsburg	6,728,055	6,707,937	20,118
Lodi	42,733,214	42,810,240	(77,026)
Lompoc	11,256,672	11,238,363	18,309
Palo Alto	81,205,451	80,878,891	326,560
Plumas Sierra	9,814,953	9,763,934	51,019
Port of Oakland	10,085,801	10,015,444	70,357
Redding	1,224,281	1,191,974	32,307
Roseville	5,352,544	5,426,802	(74,258)
Santa Clara	155,527,550	154,850,591	676,959
Shasta Lake	162,669	151,954	10,715
Truckee-Donner	318,551	308,214	10,337
Ukiah	9,476,647	9,441,005	35,642
Other Project Participants:			
TID	311,713	297,568	14,145
Azusa	619,051	633,591	(14,540)
California Department of Water Resources	6,923,369	7,044,045	(120,676)
MID	(793,116)	(763,432)	(29,684)
Power & Water Resources Pooling Authority	671,076	685,000	(13,924)
Total - Participants	409,611,365	408,288,942	1,322,423
Summary By Customer			
East Bay Community Energy	73,879,462	73,879,462	-
Merced Irrigation District	423,962	423,962	-
Pioneer Community Energy	(23,494)	(23,494)	-
Placer County Water Agency	436,141	436,141	-
San Jose Clean Energy	54,214,924	54,214,924	-
Nevada Irrigation District	(146,946)	(146,946)	-
Sonoma Clean Power	17,090,448	17,090,448	-
Total - Customers	145,874,497	145,874,497	-
Total	\$ 555,485,862	\$ 554,163,439	\$ 1,322,423
			0.2%

Source: ASU FY2021 Summary (by Participant)

Northern California Power Agency
FY 2021 Billing Settlement Summary -- Explanation Overview

General Comment

Billing settlements is the process of comparing actual participant and third party collections to actual cost requirements. Participant collections are based on a combination of actual costs and the approved Annual Budget. NCPA Plant collections are based on budgeted fixed and variable costs. Fixed costs are collected ratably over the fiscal year, and variable costs are collected based on budgeted generation MWh. Management Services revenue requirements are generally collected ratably over the fiscal year.

ISO charges and energy and ancillary services revenues do not play a material role, if any in the annual billing settlement process. Similarly Third Party energy purchases and sales, are settled up concurrently with ISO processes in the All Resources Bill.

The result of the year end settlements analysis is a refund of \$1,322,423 or 0.2% which is the net of total collections of \$555,485,862 less costs of \$554,163,439. The refund is primarily comprised of lower net costs for Management Services and higher third party revenue less higher net generation costs. The components are as follows:

Generation Resources

Generation Resources accounts for a settlement charge of \$641 thousand. The primary driver for the variance was the net increase in actual costs from those billed to participants as outlined below.

<u>(Charge) (in 000's)</u>	
\$	(1,150) Routine O&M costs higher than collections primarily due to higher operating costs resulting from annual maintenance work on generators at GEO, LEC and CT 1
	(1,224) Unbudgeted GEO fire system modernization costs partially funded from maintenance reserve noted below
	(1,179) Unbudgeted GEO HVAC costs partially funded from maintenance reserve noted below
	(407) Additional scaffolding costs at LEC and CT 1 for maintenance project work
	(107) Additional filter replacement costs at LEC for replacements due to low air quality in surrounding areas
	(575) Actual LEC transformer costs were higher than budgeted amount
	(150) Additional unplanned vehicles purchased for gas plants
	1,066 A&G costs were lower than projected primarily driven by lower overall A&G costs
	(975) Other costs, primarily higher property and liability insurance premiums were higher than collections
	490 LIBOR settlement savings received for Hydro Interest Rate Swap
	1,113 Transfer of LEC Maintenance Reserve funds to partially fund annual outage for maintenance and consulting work on plant annex
	1,911 Transfer of GEO Maintenance Reserve funds to partially fund fire mitigation project, fire modernization project and HVAC project
	546 Higher effluent revenue net of interest income received during the year
<u>\$</u>	<u>(641)</u>

Management Services

Management Services accounts for \$685 thousand or approximately 51.8% of the total refunded amount. Billing requirements are generally collected ratably over the fiscal year. Variance drivers are listed below:

<u>Refund (in 000's)</u>	
\$	(135) Salaries and Benefits were slightly higher than projected
	(392) Outside services costs to move NCPA from low-impact CIP requirements to medium-impact CIP requirements
	374 Legal and Other Outside Services were lower than estimated
	320 A&G costs less than projected primarily driven by lower salaries & benefits and lower contract services as we continue to perform more work in-house
	518 Hardware, Software, Supplies, Network and Data Services costs were less than projected
<u>\$</u>	<u>685</u>

Pass Through Costs

Pass Through Costs were overfunded by \$418 thousand, or 31.6% of the total refunded amount. The overfunded amount represents primarily excess collection of BAMx.

Third Party Revenues

Third Party Revenue was higher than anticipated by \$861 thousand, or 65.1% of the total refunded amount; the increase was primarily driven by interest income and Power Management Service Revenue.

SECTOR	ALA	ADM	BMT	BIO	CDPR	EDUC	GOV	HEA	LAB	LOM	MED	MS	PAC	PCE	PCRA	PLU	FOR	FWP	HTD	ROD	SCP	SPV	SUR	SWP	TEMPD	TRD	UNE	TPWR	
NCPA Fiscal Year 2021 Revenue Summary - Collection by Market, Defaulted Power Agency																													
ECONOMIC DEVELOPMENT																													
ICPA Water																													
Industrial	2,055,185	-	-	-	-	-	-	51,634	2,055,011	800,455	-	-	8,516,127	-	-	884,150	-	-	-	2,585,888	-	-	-	-	15,088,077	-	864,381	15,888,478	
Commercial	588,267	-	-	-	5,225	-	-	61,957	116,401	182,207	174,800	-	-	-	-	52,525	-	-	-	311,754	-	-	-	-	1,355,365	-	178,219	2,032,765	
Competition Tariffing No. 1	1,138,880	-	-	-	-	-	-	12,880	347,435	349,440	347,440	-	-	-	-	71,747	-	-	-	-	-	-	-	-	1,052,910	-	584,226	2,637,126	
Competition Tariffing No. 2 (CPRA)	399,204	-	-	-	-	-	-	-	-	399,204	213,596	-	-	-	-	-	-	-	-	-	1,384,258	-	-	-	-	-	-	1,384,258	
LEC	-	-	-	-	-	-	-	288,576	81,519	369,814	214,000	-	-	154,144	-	-	195,705	-	-	-	8,847,184	-	-	-	-	16,979,547	-	17,174	18,012,245
Water & Customer Retention & Company	346,254	478,178	1,071,589	12,916	8,319,354	-	-	-	-	12,916	12,916	-	-	12,916	-	-	12,916	-	-	-	8,847,184	-	-	-	-	17,174	-	17,174	18,012,245
ICPA Gasworks - Other	-	-	-	-	-	-	-	154,754	264,869	7,428,408	155,483	-	-	-	-	-	154,754	-	-	-	-	-	-	-	-	2,673,124	-	253,443	3,176,567
ICPA Gasworks	561,361	-	-	-	1,972,754	82,658	-	192,024	60,379	1,972,000	177,460	-	-	1,984,960	-	-	42,368	-	-	-	798,319	-	-	-	-	1,548,148	-	8,962	2,546,327
Market Participants	82,175	-	-	-	4,359	-	-	4,359	1,008	1,008	1,008	-	-	1,008	-	-	87,669	-	-	-	12,069	-	-	-	-	1,008	-	1,008	1,008
Market Revenue	204,175	-	-	-	11,000	-	-	102,000	21,000	102,000	102,000	-	-	102,000	-	-	10,919,719	-	-	-	1,008	-	-	-	-	1,008	-	1,008	1,008
Net ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local Aggregation)	15,647,851	-	-	-	12,877,217	275,765	-	71,932,124	1,889,957	1,813,828	20,541,762	5,832,719	-	-	80,864,973	-	-	6,963,745	-	-	-	17,542,773	-	-	-	162,168,155	-	7,038,187	181,984,147
Local ISO (Local																													

COMPANY INFORMATION		SECURITY		RISK		EXPOSURE		TIMING		MARKET		LIQUIDITY		CREDIT		PERFORMANCE		VALUATION		SENSITIVITY		TRENDS	
Company Name	Industry	Market Cap	Revenue	Profit	Assets	Liabilities	Equity	Debt	Current Ratio	Debt to Equity	ROE	ROA	Turnover	Margin	Yield	Rating	Score	Price	Volume	Volatility	Correlation	Forecast	
Apple Inc.	Technology	1,500,000	1,200,000	300,000	1,000,000	700,000	300,000	1,000,000	1.5	0.5	15%	10%	1.2	20%	5%	A+	95	150	100	0.8	Positive		
Microsoft	Technology	1,200,000	1,100,000	250,000	900,000	650,000	250,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Amazon.com	Retail	1,800,000	1,300,000	350,000	1,100,000	750,000	350,000	1,100,000	1.6	0.6	16%	11%	1.3	22%	6%	A+	96	160	110	0.9	Positive		
Google	Technology	1,600,000	1,400,000	400,000	1,200,000	800,000	400,000	1,200,000	1.7	0.7	17%	12%	1.4	25%	7%	A+	97	170	120	1.0	Positive		
Facebook	Technology	1,400,000	1,300,000	320,000	1,000,000	680,000	320,000	1,000,000	1.5	0.5	15%	10%	1.2	20%	5%	A+	95	150	100	0.8	Positive		
Netflix	Entertainment	1,100,000	1,000,000	280,000	900,000	620,000	280,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Walmart	Retail	1,300,000	1,200,000	300,000	1,000,000	700,000	300,000	1,000,000	1.5	0.5	15%	10%	1.2	20%	5%	A+	95	150	100	0.8	Positive		
Target	Retail	1,200,000	1,100,000	280,000	900,000	620,000	280,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Home Depot	Retail	1,100,000	1,000,000	250,000	850,000	600,000	250,000	850,000	1.3	0.3	13%	8%	1.0	16%	3%	A+	93	130	80	0.6	Positive		
Costco	Retail	1,000,000	900,000	220,000	780,000	560,000	220,000	780,000	1.2	0.2	12%	7%	0.9	14%	2%	A+	92	120	70	0.5	Positive		
Best Buy	Retail	900,000	800,000	200,000	700,000	500,000	200,000	700,000	1.1	0.1	11%	6%	0.8	12%	1%	A+	91	110	60	0.4	Positive		
Wells Fargo	Banking	1,300,000	1,200,000	300,000	1,000,000	700,000	300,000	1,000,000	1.5	0.5	15%	10%	1.2	20%	5%	A+	95	150	100	0.8	Positive		
JPMorgan Chase	Banking	1,200,000	1,100,000	280,000	900,000	620,000	280,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Bank of America	Banking	1,100,000	1,000,000	250,000	850,000	600,000	250,000	850,000	1.3	0.3	13%	8%	1.0	16%	3%	A+	93	130	80	0.6	Positive		
Goldman Sachs	Banking	1,000,000	900,000	220,000	780,000	560,000	220,000	780,000	1.2	0.2	12%	7%	0.9	14%	2%	A+	92	120	70	0.5	Positive		
JP Morgan Chase	Banking	900,000	800,000	200,000	700,000	500,000	200,000	700,000	1.1	0.1	11%	6%	0.8	12%	1%	A+	91	110	60	0.4	Positive		
MetLife	Insurance	1,200,000	1,100,000	280,000	900,000	620,000	280,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Prudential	Insurance	1,100,000	1,000,000	250,000	850,000	600,000	250,000	850,000	1.3	0.3	13%	8%	1.0	16%	3%	A+	93	130	80	0.6	Positive		
MetLife	Insurance	1,000,000	900,000	220,000	780,000	560,000	220,000	780,000	1.2	0.2	12%	7%	0.9	14%	2%	A+	92	120	70	0.5	Positive		
Prudential	Insurance	900,000	800,000	200,000	700,000	500,000	200,000	700,000	1.1	0.1	11%	6%	0.8	12%	1%	A+	91	110	60	0.4	Positive		
MetLife	Insurance	1,200,000	1,100,000	280,000	900,000	620,000	280,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Prudential	Insurance	1,100,000	1,000,000	250,000	850,000	600,000	250,000	850,000	1.3	0.3	13%	8%	1.0	16%	3%	A+	93	130	80	0.6	Positive		
MetLife	Insurance	1,000,000	900,000	220,000	780,000	560,000	220,000	780,000	1.2	0.2	12%	7%	0.9	14%	2%	A+	92	120	70	0.5	Positive		
Prudential	Insurance	900,000	800,000	200,000	700,000	500,000	200,000	700,000	1.1	0.1	11%	6%	0.8	12%	1%	A+	91	110	60	0.4	Positive		
MetLife	Insurance	1,200,000	1,100,000	280,000	900,000	620,000	280,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Prudential	Insurance	1,100,000	1,000,000	250,000	850,000	600,000	250,000	850,000	1.3	0.3	13%	8%	1.0	16%	3%	A+	93	130	80	0.6	Positive		
MetLife	Insurance	1,000,000	900,000	220,000	780,000	560,000	220,000	780,000	1.2	0.2	12%	7%	0.9	14%	2%	A+	92	120	70	0.5	Positive		
Prudential	Insurance	900,000	800,000	200,000	700,000	500,000	200,000	700,000	1.1	0.1	11%	6%	0.8	12%	1%	A+	91	110	60	0.4	Positive		
MetLife	Insurance	1,200,000	1,100,000	280,000	900,000	620,000	280,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Prudential	Insurance	1,100,000	1,000,000	250,000	850,000	600,000	250,000	850,000	1.3	0.3	13%	8%	1.0	16%	3%	A+	93	130	80	0.6	Positive		
MetLife	Insurance	1,000,000	900,000	220,000	780,000	560,000	220,000	780,000	1.2	0.2	12%	7%	0.9	14%	2%	A+	92	120	70	0.5	Positive		
Prudential	Insurance	900,000	800,000	200,000	700,000	500,000	200,000	700,000	1.1	0.1	11%	6%	0.8	12%	1%	A+	91	110	60	0.4	Positive		
MetLife	Insurance	1,200,000	1,100,000	280,000	900,000	620,000	280,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Prudential	Insurance	1,100,000	1,000,000	250,000	850,000	600,000	250,000	850,000	1.3	0.3	13%	8%	1.0	16%	3%	A+	93	130	80	0.6	Positive		
MetLife	Insurance	1,000,000	900,000	220,000	780,000	560,000	220,000	780,000	1.2	0.2	12%	7%	0.9	14%	2%	A+	92	120	70	0.5	Positive		
Prudential	Insurance	900,000	800,000	200,000	700,000	500,000	200,000	700,000	1.1	0.1	11%	6%	0.8	12%	1%	A+	91	110	60	0.4	Positive		
MetLife	Insurance	1,200,000	1,100,000	280,000	900,000	620,000	280,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Prudential	Insurance	1,100,000	1,000,000	250,000	850,000	600,000	250,000	850,000	1.3	0.3	13%	8%	1.0	16%	3%	A+	93	130	80	0.6	Positive		
MetLife	Insurance	1,000,000	900,000	220,000	780,000	560,000	220,000	780,000	1.2	0.2	12%	7%	0.9	14%	2%	A+	92	120	70	0.5	Positive		
Prudential	Insurance	900,000	800,000	200,000	700,000	500,000	200,000	700,000	1.1	0.1	11%	6%	0.8	12%	1%	A+	91	110	60	0.4	Positive		
MetLife	Insurance	1,200,000	1,100,000	280,000	900,000	620,000	280,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Prudential	Insurance	1,100,000	1,000,000	250,000	850,000	600,000	250,000	850,000	1.3	0.3	13%	8%	1.0	16%	3%	A+	93	130	80	0.6	Positive		
MetLife	Insurance	1,000,000	900,000	220,000	780,000	560,000	220,000	780,000	1.2	0.2	12%	7%	0.9	14%	2%	A+	92	120	70	0.5	Positive		
Prudential	Insurance	900,000	800,000	200,000	700,000	500,000	200,000	700,000	1.1	0.1	11%	6%	0.8	12%	1%	A+	91	110	60	0.4	Positive		
MetLife	Insurance	1,200,000	1,100,000	280,000	900,000	620,000	280,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Prudential	Insurance	1,100,000	1,000,000	250,000	850,000	600,000	250,000	850,000	1.3	0.3	13%	8%	1.0	16%	3%	A+	93	130	80	0.6	Positive		
MetLife	Insurance	1,000,000	900,000	220,000	780,000	560,000	220,000	780,000	1.2	0.2	12%	7%	0.9	14%	2%	A+	92	120	70	0.5	Positive		
Prudential	Insurance	900,000	800,000	200,000	700,000	500,000	200,000	700,000	1.1	0.1	11%	6%	0.8	12%	1%	A+	91	110	60	0.4	Positive		
MetLife	Insurance	1,200,000	1,100,000	280,000	900,000	620,000	280,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Prudential	Insurance	1,100,000	1,000,000	250,000	850,000	600,000	250,000	850,000	1.3	0.3	13%	8%	1.0	16%	3%	A+	93	130	80	0.6	Positive		
MetLife	Insurance	1,000,000	900,000	220,000	780,000	560,000	220,000	780,000	1.2	0.2	12%	7%	0.9	14%	2%	A+	92	120	70	0.5	Positive		
Prudential	Insurance	900,000	800,000	200,000	700,000	500,000	200,000	700,000	1.1	0.1	11%	6%	0.8	12%	1%	A+	91	110	60	0.4	Positive		
MetLife	Insurance	1,200,000	1,100,000	280,000	900,000	620,000	280,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Prudential	Insurance	1,100,000	1,000,000	250,000	850,000	600,000	250,000	850,000	1.3	0.3	13%	8%	1.0	16%	3%	A+	93	130	80	0.6	Positive		
MetLife	Insurance	1,000,000	900,000	220,000	780,000	560,000	220,000	780,000	1.2	0.2	12%	7%	0.9	14%	2%	A+	92	120	70	0.5	Positive		
Prudential	Insurance	900,000	800,000	200,000	700,000	500,000	200,000	700,000	1.1	0.1	11%	6%	0.8	12%	1%	A+	91	110	60	0.4	Positive		
MetLife	Insurance	1,200,000	1,100,000	280,000	900,000	620,000	280,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Prudential	Insurance	1,100,000	1,000,000	250,000	850,000	600,000	250,000	850,000	1.3	0.3	13%	8%	1.0	16%	3%	A+	93	130	80	0.6	Positive		
MetLife	Insurance	1,000,000	900,000	220,000	780,000	560,000	220,000	780,000	1.2	0.2	12%	7%	0.9	14%	2%	A+	92	120	70	0.5	Positive		
Prudential	Insurance	900,000	800,000	200,000	700,000	500,000	200,000	700,000	1.1	0.1	11%	6%	0.8	12%	1%	A+	91	110	60	0.4	Positive		
MetLife	Insurance	1,200,000	1,100,000	280,000	900,000	620,000	280,000	900,000	1.4	0.4	14%	9%	1.1	18%	4%	A+	94	140	90	0.7	Positive		
Prudential	Insurance	1,100,000	1,000,000	250,000	850,000	600,000	250,000	850,000	1.3	0.3	13%	8%	1.0	16%	3%</								

Global Market Performance Summary - Q3 2023														
Region	Market	Index	Vol	Open	High	Low	Close	Adj. Close	Dividend	Yield	P/E	Beta	52W High	52W Low
North America	US	S&P 500	1.2B	450.12	451.23	449.87	450.56	450.56	0.00	1.5%	25.1	1.1	452.10	448.50
	US	NASDAQ	0.8B	14,500.23	14,510.12	14,490.34	14,505.67	14,505.67	0.00	1.8%	30.5	1.2	14,520.00	14,470.00
	US	Dow Jones	0.3B	35,000.12	35,010.45	34,990.78	35,005.23	35,005.23	0.00	1.2%	20.8	1.0	35,020.00	34,980.00
	Canada	S&P/TSX	0.1B	17,500.45	17,510.12	17,490.34	17,505.67	17,505.67	0.00	1.5%	18.2	0.9	17,520.00	17,470.00
	Canada	TSX-60	0.05B	1,500.12	1,505.45	1,495.78	1,502.34	1,502.34	0.00	1.8%	15.5	0.8	1,510.00	1,490.00
	Latin America	BVL	0.02B	1,200.34	1,205.67	1,195.12	1,202.45	1,202.45	0.00	1.0%	12.3	0.7	1,210.00	1,190.00
	Latin America	BVL	0.01B	800.12	805.45	795.78	802.34	802.34	0.00	1.2%	10.5	0.6	810.00	790.00
	Latin America	BVL	0.01B	600.12	605.45	595.78	602.34	602.34	0.00	1.0%	9.8	0.5	610.00	590.00
	Latin America	BVL	0.01B	400.12	405.45	395.78	402.34	402.34	0.00	1.0%	8.5	0.4	410.00	390.00
	Latin America	BVL	0.01B	200.12	205.45	195.78	202.34	202.34	0.00	1.0%	7.2	0.3	210.00	190.00
Europe	EU	Euro Stoxx 50	0.9B	4,500.12	4,510.45	4,490.78	4,505.67	4,505.67	0.00	1.5%	22.5	1.0	4,520.00	4,480.00
	EU	Euro Stoxx 50	0.8B	4,000.12	4,010.45	3,990.78	4,005.67	4,005.67	0.00	1.5%	20.8	0.9	4,020.00	3,980.00
	EU	Euro Stoxx 50	0.7B	3,500.12	3,510.45	3,490.78	3,505.67	3,505.67	0.00	1.5%	19.2	0.8	3,520.00	3,480.00
	EU	Euro Stoxx 50	0.6B	3,000.12	3,010.45	2,990.78	3,005.67	3,005.67	0.00	1.5%	17.5	0.7	3,020.00	2,980.00
	EU	Euro Stoxx 50	0.5B	2,500.12	2,510.45	2,490.78	2,505.67	2,505.67	0.00	1.5%	15.8	0.6	2,520.00	2,480.00
	EU	Euro Stoxx 50	0.4B	2,000.12	2,010.45	1,990.78	2,005.67	2,005.67	0.00	1.5%	14.2	0.5	2,020.00	1,980.00
	EU	Euro Stoxx 50	0.3B	1,500.12	1,510.45	1,490.78	1,505.67	1,505.67	0.00	1.5%	12.5	0.4	1,520.00	1,480.00
	EU	Euro Stoxx 50	0.2B	1,000.12	1,010.45	990.78	1,005.67	1,005.67	0.00	1.5%	10.8	0.3	1,020.00	980.00
	EU	Euro Stoxx 50	0.1B	500.12	505.45	495.78	502.34	502.34	0.00	1.5%	9.2	0.2	510.00	490.00
	EU	Euro Stoxx 50	0.05B	250.12	255.45	245.78	252.34	252.34	0.00	1.5%	8.5	0.1	260.00	240.00
Asia	Asia	Nikkei 225	0.7B	35,000.12	35,010.45	34,990.78	35,005.67	35,005.67	0.00	1.5%	25.1	1.1	35,020.00	34,980.00
	Asia	Nikkei 225	0.6B	30,000.12	30,010.45	29,990.78	30,005.67	30,005.67	0.00	1.5%	22.5	1.0	30,020.00	29,980.00
	Asia	Nikkei 225	0.5B	25,000.12	25,010.45	24,990.78	25,005.67	25,005.67	0.00	1.5%	20.8	0.9	25,020.00	24,980.00
	Asia	Nikkei 225	0.4B	20,000.12	20,010.45	19,990.78	20,005.67	20,005.67	0.00	1.5%	19.2	0.8	20,020.00	19,980.00
	Asia	Nikkei 225	0.3B	15,000.12	15,010.45	14,990.78	15,005.67	15,005.67	0.00	1.5%	17.5	0.7	15,020.00	14,980.00
	Asia	Nikkei 225	0.2B	10,000.12	10,010.45	9,990.78	10,005.67	10,005.67	0.00	1.5%	15.8	0.6	10,020.00	9,980.00
	Asia	Nikkei 225	0.1B	5,000.12	5,010.45	4,990.78	5,005.67	5,005.67	0.00	1.5%	14.2	0.5	5,020.00	4,980.00
	Asia	Nikkei 225	0.05B	2,500.12	2,510.45	2,490.78	2,505.67	2,505.67	0.00	1.5%	12.5	0.4	2,520.00	2,480.00
	Asia	Nikkei 225	0.02B	1,250.12	1,255.45	1,245.78	1,252.34	1,252.34	0.00	1.5%	10.8	0.3	1,260.00	1,240.00
	Asia	Nikkei 225	0.01B	625.12	625.45	615.78	622.34	622.34	0.00	1.5%	9.2	0.2	630.00	610.00



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Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: Amended and Restated Facilities Agreement Facilities Schedule 15 – South Feather Power Project Operations Procedures

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 21-116 adopting and approving incorporating Facilities Schedule 15 into the Amended and Restated Facilities Agreement for South Feather Power Project Operating Procedures, with any non-substantial modifications recommended and approved by the NCPA General Counsel.

BACKGROUND:

Pursuant to Resolution 21-83, the Commission authorized the General Manager of NCPA to enter into the Power Purchase Agreement between South Feather Water and Power Agency (SFWPA) and NCPA (PPA), and the Third Phase Agreement for Power Purchase Agreement with South Feather Water and Power Agency (Third Phase Agreement). As further described in the PPA and Third Phase Agreement, NCPA, acting on behalf of the Participants, will purchase certain energy, capacity rights and associated environmental attributes supplied from the South Feather Power Project.

In accordance with the PPA, NCPA will schedule and dispatch the South Feather Power Project, and SFWPA will own, operate and maintain the South Feather Power Project. Upon full execution of the Third Phase Agreement, NCPA is authorized to enter into the PPA on behalf of the Participants, and such PPA shall then be deemed a NCPA Project by the Commission pursuant to the Amended and Restated Facilities Agreement.

Since NCPA will be acting as project manager on behalf of the Participants regarding scheduling and dispatching of the South Feather Power Project, NCPA staff have developed Facilities Schedule 15 that sets forth the operating principles and procedures that will be used by NCPA to manage such activities. Pursuant to the Amended and Restated Facilities Agreement, the Commission may approve incorporating Facilities Schedule 15 to the Amended and Restated Facilities Agreement in accordance with the voting procedures set forth in the Amended and Restated Facilities Agreement.

Facilities Schedule 15 is attached to this staff report for your reference.


FISCAL IMPACT:

NCPA's costs for development and administration of Facilities Schedule 15 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.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 21-116
- Facilities Schedule 15 (South Feather Power Project Operating Procedures)

RESOLUTION 21-116

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING AMENDED AND RESTATED FACILITIES AGREEMENT FACILITIES SCHEUDLE 15

(reference Staff Report #248:21)

WHEREAS, pursuant to Resolution 21-83, the Commission authorized the General Manager of NCPA to enter into the Power Purchase Agreement between South Feather Water and Power Agency (SFWPA) and NCPA (PPA), and the Third Phase Agreement for Power Purchase Agreement with South Feather Water and Power Agency (Third Phase Agreement), and as further described in the PPA and Third Phase Agreement, NCPA, acting on behalf of the Participants, will purchase certain energy, capacity rights and associated environmental attributes supplied from the South Feather Power Project; and

WHEREAS, in accordance with the PPA, NCPA will schedule and dispatch the South Feather Power Project, and SFWPA will own, operate and maintain the South Feather Power Project, and upon full execution of the Third Phase Agreement, NCPA is authorized to enter into the PPA on behalf of the Participants, and such PPA shall then be deemed a NCPA Project by the Commission pursuant to the Amended and Restated Facilities Agreement; and

WHEREAS, since NCPA will be acting as project manager on behalf of the Participants regarding scheduling and dispatching of the South Feather Power Project, NCPA staff have developed Facilities Schedule 15 that sets forth the operating principles and procedures that will be used by NCPA to manage such activities; and

WHEREAS, pursuant to the Amended and Restated Facilities Agreement, the Commission may approve incorporating Facilities Schedule 15 to the Amended and Restated Facilities Agreement in accordance with the voting procedures set forth in the Amended and Restated Facilities Agreement; and

WHEREAS, NCPA's costs for development and administration of Facilities Schedule 15 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; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts and approves Resolution 21-116 to incorporate Facilities Schedule 15 into the Amended and Restated Facilities Agreement for South Feather Power Project Operating Procedures, with any non-substantial modifications recommended and approved by the NCPA General Counsel.

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

FACILITIES SCHEDULE 15
SOUTH FEATHER POWER PROJECT
OPERATING PROCEDURES

Section 1. Definitions. Unless defined in this Facilities Schedule 15, all terms used in this Facilities Schedule 15 with initial capitalization shall have the same meaning as those contained in Section 1 of this Agreement.

1.1 “Dry Water Conditions” means the period of historic record during which the SFPP Project could produce minimum project generation usable to supply load requirements.

1.2 “FERC License” means the license awarded by FERC for construction and operation of the SFPP Project, FERC Project Number 2088, as such may be amended from time to time.

1.3 “Forecast Project Inflow” means the amount of SFPP Project inflow for a period of one month or less based on hydrometeorological forecast methods considering current flows, antecedent flows, snow pack measurements, antecedent precipitation, forecast precipitation, and forecast air temperatures.

1.4 “SFPP Minimum Release Rule Curve Storage” means the quantity of water of SFPP Project storage which must be retained to ensure that the SFPP Project can satisfy minimum release requirements under Dry Water Conditions.

1.5 “SFPP Spill Prevention Rule Curve Storage” means the minimum quantity of water in SFPP Project Storage which the project manager determines can be held in storage and assure refill based on conservative forecasts of runoff using snow pack measurements and long-range precipitation forecasts. SFPP Spill Prevention Rule Curve Storage may be less than the SFPP Minimum Release Curve Storage.

1.6 “Project Capacity” means the sum of the SFPP Project Capacity.

1.7 “Project Obligations” means the obligations of the SFPP Project as defined in the FERC License and agreements with local water districts and other governmental entities as applicable.

1.8 “Project Minimum Flow Obligations” are the minimum flows to be maintained at specified locations as provided in the FERC License.

1.9 “RA Substitute Capacity” means capacity that the CAISO permits under the CAISO Tariff to be substituted for a Resource Adequacy Resource that is on outage.

1.10 “Resource Adequacy Attributes” and “RA” means the benefits or attributes, if any, now or existing in the future based on the procurement obligations of a load serving entity with respect to Resource Adequacy as prescribed by the CPUC, the CAISO or any other regional entity, and that are associated with the electric generating capability of a facility.

1.11 “Resource Adequacy Resource” means a facility that is designated to provide RA.

1.12 “Regulation Study” means a study to determine the maximum monthly loads that can be supplied by monthly SFPP Project inflows when such flows are regulated by SFPP Project storage and the SFPP Project is operated to satisfy Project Obligations under the FERC License.

1.13 “South Feather Power Project” or “SFPP Project” means the four existing hydroelectric generating plants operating under a FERC license (FERC Project No. 2088): the Forbestown Powerhouse, the Kelly Ridge Powerhouse, the Sly Creek Powerhouse and the Woodleaf Powerhouse.

Section 2. General Operating Criteria. The following general operating criteria are applicable to the operation of the SFPP Project. The General Manager of NCPA, or his or her designee, shall act as project manager and single Operating Entity for the SFPP Project on behalf of the Project Participants.

2.1 Good Utility Practice. The SFPP Project shall be operated in accordance with Good Utility Practice.

2.2 Licenses and Regulatory Criteria. The SFPP Project shall be operated in accordance with all license and regulatory requirements that are applicable to the SFPP Project, including the FERC License.

2.3 Data Requirements. NCPA shall strive to maintain an accurate accounting of all available SFPP Project measurements and data, as described in this Facilities Schedule 15, which are used to manage and allocate the output of the SFPP Project;

provided, however, if due to failure of equipment, data transfer error or other condition in which SFPP Project measurements and data are found to be incorrect, NCPA will develop and use estimated measurements and data pursuant to Good Utility Practice to perform its obligations pursuant to this Facilities Schedule 15, until such deficiency can be corrected.

2.4 SFPP Project Statistics. The following are general Hydroelectric Project statistics;

<u>Resource Name</u>	<u>Resource ID</u>	<u>Pmax</u>	<u>Pmin</u>
Forbestown Hydro	FORBST_7_UNIT 1	37.50 MW	0.00 MW
Kelly Ridge Hydro	KELYRG_6_UNIT	11.00 MW	0.00 MW
Sly Creek Hydro	SLYCRK_1_UNIT 1	13.00 MW	0.00 MW
Woodleaf Hydro	WDLEAF_7_UNIT 1	60.00 MW	0.00 MW

Section 3. Forecasting Project Storage and Use

3.1 Project Storage Forecasts. For the period of December through May, the project manager will prepare a forecast of spring runoff based on hydrometeorology data including measurements of snow pack depth and water content and long-range forecasts of future precipitation. An analysis will be made to determine a SFPP Spill Prevention Rule Curve Storage required at the end of subsequent months through June to assure SFPP Project storage refill. For the period June-November, the project manager will develop a storage forecast based on historical or other relevant information. SFPP Spill Prevention Rule Curve Storage may be less than the SFPP

Minimum Release Rule Curve Storage. The project manager shall provide copies of all such forecasts and SFPP Spill Prevention Rule Curve Storage data to the Facilities Committee for review and comment.

3.2 Long Term Forecast of SFPP Project Output. Based on the information developed pursuant to Section 3.1 of this Facilities Schedule 15, and at least 10 Calendar Days prior to the start of each month, the project manager shall prepare a Regulation Study based on the Forecast Project Inflows to determine the forecasted SFPP Project generation output for the following month. The project manager shall transmit to each Project Participant the results of the Regulation Study for its respective Project Participation Percentage share of the SFPP Project.

Section 4. Scheduling.

4.1 Schedule Coordination. NCPA shall act as Scheduling Coordinator for the SFPP Project, and perform such duties in accordance with the Amended and Restated Scheduling Coordination Program Agreement.

4.2 Scheduling Criteria. The project manager, acting as the single Operating Entity for the SFPP Project, shall schedule and bid SFPP Project capacity, energy, and/or other project attributes into the CAISO markets, and shall strive to maximize the economic value of the SFPP Project; provided, however, that such schedules or bid shall be consistent with licensing and regulatory criteria, operational limitations, all established scheduling requirements, including, but not limited to, those requirements

set forth in the CAISO Tariff and as determined by NCPA pursuant to the Amended and Restated Scheduling Coordination Program Agreement, and the provisions of the respective Project Agreement.

4.3 Load Following. The SFPP Project may be utilized by NCPA to provide load following capacity. In such case, the load following Project Participants shall compensate the non-load following Project Participants to ensure that the non-load following Project Participants are held financially neutral or so that its contribution to margin from CAISO market awards is maintained.

4.4 Allocation of SFPP Project Output. All output of the SFPP Project, including capacity, energy and/or other project attributes shall be allocated among the Project Participants in accordance with the Project Agreement, this Facilities Schedule 15, and the Amended and Restated Scheduling Coordination Program Agreement.

4.5 Outage Coordination. No later than ninety (90) calendar days prior to the beginning of each Calendar Year the project manager shall prepare and submit a planned outage schedule for the SFPP Project for approval to the Facilities Committee. Changes or modifications made to the planned outage schedule during the course of the Calendar Year shall be subsequently reported to the Facilities Committee and each Project Participant in a timely manner, and with as much advanced notice as reasonably possible. Changes or modifications made to the planned outage schedule during the course of the Calendar Year shall be evaluated to determine if such changes or

modification may be in conflict with RA that has been committed by a Project Participant from the SFPP Project, if any. If a conflict is identified, NCPA shall review the identified conflict with the Facilities Committee and/or each Project Participant, as time may permit, to discuss options that may be available to enable discretionary maintenance to be performed in accordance with Good Utility Practices, but that also strives to minimize Project Participant risk associated with the identified RA conflict. NCPA shall provide outage coordination services to track and report planned and unplanned outages pursuant to the Amended and Restated Scheduling Coordination Program Agreement.

Each Project Participant has a right to use its Project Participation Percentage share of Project Capacity as RA, if any. In accordance with the CAISO Tariff, if RA is committed from a Resource Adequacy Resource for a period of time that is in conflict with a requested Maintenance Outage, the CAISO may require the facility to supply RA Substitute Capacity prior to CAISO approving the requested Maintenance Outages. If the facility that has been committed as a Resource Adequacy Resource fails to supply RA Substitute Capacity, as may be requested by the CAISO, the CAISO reserves the right to deny the requested Maintenance Outage.

To ensure NCPA, acting as project manager, is able to provide outage coordination services for the SFPP Project in accordance with Good Utility Practices, NCPA shall be authorized to procure RA Substitution Capacity on behalf of a Project

Participant if a Project Participant has committed all, or a portion, of its Project Participation Share of Project Capacity as RA during a time period that is in conflict with a requested Maintenance Outage, subject to the following conditions:

- (a) As set forth in this Section 4.5, NCPA shall distribute a report to the Project Participants identifying any conflicts that are due to the SFPP Project being claimed by a Project Participant as RA during a period of time that is in conflict with a requested Maintenance Outage;
- (b) Within 30 calendar days from the date the report is delivered to the Project Participants, a Project Participant may elect to supply RA Substitute Capacity to NCPA to substitute for its share, or a portion thereof, of Project Capacity the Project Participant has committed as RA that is in conflict with the requested Maintenance Outage¹; provided, however, if the period of time available for NCPA to supply RA Substitute Capacity to CAISO, as set forth in the CAISO Tariff, does not allow sufficient time for a Project Participant to supply RA Substitute Capacity within 30 calendar days from the date of the report, NCPA will include a deadline in the report by

¹ A Project Participant may request that NCPA assist with acquisition of RA Substitute Capacity, pursuant to any rights and obligations set forth in other program agreements (e.g., Amended and Restated Market Purchase Program Agreement).

which a Project Participant may supply RA Substitute Capacity (the “Replacement Period”);

- (c) After the Replacement Period, NCPA shall be authorized to seek to procure RA Substitute Capacity on behalf of a Project Participant, for the portion of Project Capacity that has been claimed by a Project Participant as RA that is in conflict with a requested Maintenance Outage, less the amount of RA Substitute Capacity that has been supplied to NCPA by Project Participants, if any, during the Replacement Period; and
- (d) Project Costs incurred by NCPA for purchasing RA Substitute Capacity shall be allocated to Project Participants in proportion to the amount of Project Capacity that is committed by a Project Participant as RA, adjusted for the amount of RA Substitute Capacity that was supplied to NCPA by a Project Participant during the Replacement Period.




Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: Delegate Investment Duties to the Treasurer-Controller

AGENDA CATEGORY: Consent

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

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

Approve Resolution 21-119 confirming delegation to the Treasurer-Controller the authority to establish proper safeguards, controls, and procedures to maintain NCPA funds in a lawful, rational, and prudent manner including the investment of such funds. The Treasurer-Controller assumes full responsibility for investment transactions until the authority is revoked or expires, and shall make a report each month of those transactions to the Commission.

BACKGROUND:

Delegation of Investment Duties

The Treasurer-Controller under authority granted by Commission Resolution No. 83-103, dated December 22, 1983, may invest monies of NCPA as provided in Section 53600 et. seq. of the Government Code. Government Code section 53607 provides that:

"The authority of the legislative body to invest or reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year."

Hence, a formal delegation of investment duties to the Treasurer-Controller is required annually.

FISCAL IMPACT:

There is no direct dollar impact to this proposed policy. The resolution delegates authority to the Treasurer-Controller for the investment activities of the Agency.

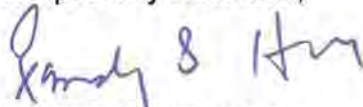
ENVIRONMENTAL ANALYSIS:

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.

COMMITTEE REVIEW:

The recommendation was reviewed by the Finance Committee on November 16, 2021 and was unanimously recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment: Resolution 21-119

RESOLUTION 21-119

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY DELEGATING INVESTMENT DUTIES TO THE TREASURER-CONTROLLER

(reference Staff Report #257:21)

WHEREAS, Chapter 4 of the California Government Code, section 53600 et. seq., deals with the financial affairs of local government agencies, including cities; and

WHEREAS, the Northern California Power Agency Joint Powers Agreement specifies the laws regulating general law cities as being the law that applies to the Agency; and

WHEREAS, Government Code section 53607 provides that "the authority of the legislative body to invest or reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year"; and

WHEREAS, the Commission desires to confirm the authority of the Treasurer-Controller to invest or reinvest funds of the Agency, or to sell or exchange securities so purchased in compliance with Government Code section 53600 et. seq.; 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 confirms that the duly appointed Treasurer-Controller of the Northern California Power Agency is delegated the authority to invest, or to reinvest funds of the Agency, or to sell or exchange securities so purchased. The Treasurer-Controller assumes full responsibility for investment transactions until such authority is revoked or expires and shall make a report each month of those transactions to the Commission.

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



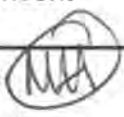
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Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: Authorize Northern California Power Agency's General Manager to Execute Confirmation Number 0236 for CLEAResult Consulting Inc. Services to the City of Santa Clara/Silicon Valley Power and Issue a Corresponding Purchase Order Under the Support Services Program

AGENDA CATEGORY: Consent

FROM:	Monty Hanks 	METHOD OF SELECTION:
	Chief Financial Officer/Assistant General Manager	<i>Other</i>
Division:	Administrative Services	<i>Santa Clara Acknowledged Satisfaction of its Purchasing Policies</i>
Department:	Accounting & Finance	

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

Subject to approval by the Santa Clara City Council of the requested services under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement, approval of Resolution 21-120 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0236, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to CLEAResult Consulting Inc. (CLEAResult) for electric vehicle charging infrastructure assistance, electrification education, and electrification assessment services.

BACKGROUND:

The City of Santa Clara/Silicon Valley Power (SVP) became a signatory to the NCPA Support Services Program Agreement (SSPA) on May 24, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors.

NCPA entered into a Multi-Task Consulting Services Agreement with CLEAResult Consulting Inc. (CLEAResult) effective December 18, 2020, for electric vehicle (EV) education, electrification education, and additional energy efficiency related services.

In August 2021, SVP submitted a Member Task Request under the SSPA for CLEAResult services to provide EV charging infrastructure technical assistance, electrification education, and electrification assessment services through December 2023. Per the CLEAResult proposal and SVP Task Request, the cost for the services is not-to-exceed \$417,723.00.

If approved, Confirmation Number 0236 states that NCPA agrees to provide the requested services through its contract with CLEAResult, in the amount of not-to-exceed \$417,723.00. With the addition of NCPA's administrative fees, the total amount expended under the Confirmation will not exceed \$422,368.00.

On January 11, 2022, or as soon thereafter as possible, the Santa Clara City Council will consider for approval Confirmation Number 0236 under the Support Services Program Agreement for these energy efficiency services provided to SVP by CLEAResult through December 31, 2023, for a not-to-exceed amount of \$422,368.00.

FISCAL IMPACT:

There is no fiscal impact to NCPA. The services provided by CLEAResult to SVP will be billed to and paid by SVP pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by SVP.

SELECTION PROCESS:

SVP will utilize CLEAResult's services through NCPA's Support Services Program. SVP has confirmed through submission of its Task Request that it is responsible for satisfying SVP's Purchasing Policies.

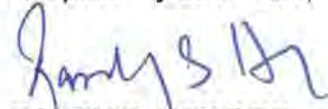
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On December 1, 2021, the Facilities Committee will review the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 21-120
- Proposed Confirmation Number 0236

RESOLUTION 21-120

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE
GENERAL MANAGER TO EXECUTE CONFIRMATION NUMBER 0236 FOR CLEAResult
CONSULTING INC. SERVICES TO CITY OF SANTA CLARA/SILICON VALLEY POWER
AND ISSUE A PURCHASE ORDER UNDER THE SUPPORT SERVICES PROGRAM**

(reference Staff Report #258:21)

WHEREAS, the City of Santa Clara/Silicon Valley Power (SVP) became a signatory to the NCPA Support Services Program Agreement (SSPA) on May 24, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors; and

WHEREAS, NCPA entered into a Multi-Task Consulting Services Agreement with CLEAResult Consulting Inc. (CLEAResult) effective December 18, 2020, for electric vehicle (EV) education, electrification education, and additional energy efficiency related services; and

WHEREAS, in August 2021, SVP submitted a Member Task Request under the SSPA for CLEAResult services to provide EV charging infrastructure technical assistance, electrification education, and electrification assessment services through December 2023. Per the CLEAResult proposal and SVP Task Request, the cost for the services is not-to-exceed \$417,723.00; and

WHEREAS, Confirmation Number 0236 states that NCPA agrees to provide the requested services through its contract with CLEAResult, in the amount of not-to-exceed \$417,723.00. With the addition of NCPA's administrative fees, the total amount expended under the Confirmation will not exceed \$422,368.00; and

WHEREAS, this item will be considered by the Santa Clara City Council on January 11, 2022; or as soon thereafter as possible, and is subject to that approval; and

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

NOW, THEREFORE BE IT RESOLVED, under the terms of the NCPA Support Services Program Agreement, the Commission of the Northern California Power Agency authorizes the NCPA General Manager or his designee to execute Confirmation Number 0236, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to CLEAResult Consulting Inc. for electric vehicle charging infrastructure assistance, electrification education, and electrification assessment services.

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

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT

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

2. The Participating Member for this Confirmation is the CITY OF SANTA CLARA in the amount of not-to-exceed \$417,723.00 for the CLEAResult Consulting Inc. services described in paragraph 3.

3. The Participating Member requests the following described Support Services in the dollar amount specified. NCPA agrees to provide the following Support Services to the Participating Member through its Multi-Task Consulting Services Agreement with CLEAResult Consulting Inc. dated December 18, 2020.

CLEAResult Consulting Inc. shall provide electric vehicle charging infrastructure technical assistance, electrification education, and electrification assessment services, as more specifically described in CLEAResult's Statement of Work for Services to Silicon Valley Power, dated for reference 11/02/2021, copy attached. The services are estimated to begin in December 2021 or soon thereafter and continue as requested through no later than December 17, 2023.

4. The Participating Member executing this Confirmation agrees to pay for the Support Services in the not-to-exceed amount specified in paragraph 2 above; plus, the Administrative Cost of not-to-exceed \$4,645.00 (calculated at \$685.00 to develop the Confirmation and first month of administration plus \$165.00 per month for each additional month administrative costs are actually incurred), in accordance with the provisions of the Support Services Program Agreement. The total amount expended under this Confirmation will not exceed \$422,368.00.

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

Date: _____

Date: _____

Participating Member:
CITY OF SANTA CLARA
By its Designated Representatives:

NORTHERN CALIFORNIA POWER AGENCY

Deanna J. Santana, City Manager

Randy S. Howard, General Manager

And

Caio Arellano, Assistant City Attorney

Cary A. Padgett, Assistant Secretary to Commission

Approved as to form:

Jane E. Luckhardt, NCPA General Counsel

STATEMENT OF WORK FOR SERVICES TO SILICON VALLEY POWER

1. **Master Agreement.** THIS STATEMENT OF WORK FOR SERVICES TO SILICON VALLEY POWER (this "SOW") is pursuant to the terms and conditions of that certain Multi-Task Consulting Services Agreement between the Northern California Power Agency ("NCPA") and CLEAResult Consulting Inc. ("CLEAResult") (collectively, the "Parties"), dated December 18, 2020 (the "Agreement"). Capitalized terms not defined in this SOW are as defined in the Agreement.
2. **General Scope.** As required in the Agreement, this SOW defines the Services. The Parties intend for CLEAResult to perform electric vehicle ("EV") infrastructure technical assistance and electrification education electrification assessment services for Silicon Valley Power, a member of NCPA ("SVP"). The Parties acknowledge and agree that there are no installation services included under this SOW and that no work is allowed under this SOW that would qualify as a "public works project" under the California Public Contract Code.
3. **Term.** The term of this SOW is from the acceptance by CLEAResult of a purchase order issued by NCPA ("Purchase Order") (the "Effective Date") through December 17, 2023.
4. **Budget.** This budget for this SOW is not-to-exceed ("NTE") of \$417,723. The tables below provide the estimated budget per task based on the time and materials rates. As requested or approved by SVP in writing (email is sufficient), CLEAResult may shift budget between tasks to meet the needs of SVP and SVP's customers.

Table 1. EV Charging Infrastructure Technical Assistance

Task No.	Task Name	Budget
1.1	Strategy & Program Management	\$34,347
1.2	Marketing, Outreach & Education	\$38,671
1.3	EV Site Assessments	\$163,415
1.4	Vendor & Trade Ally Management	\$17,438
1.5	Installation Support	\$57,657
1.6	OPTIONAL: EV Charging Project Portal	\$63,945
NTE Total		\$375,473

Table 2. Electrification Education – Electrification Assessments

Task No.	Task Name	Budget
2.1	Program Management	\$14,850
2.2	Up to 100 Home Electrification Assessments	\$27,400
NTE Total		\$42,250

a. **Billing Rates.** This SOW is based upon a combination of fixed-price and time and materials charges and CLEAResult will bill for completed fixed-price activities, authorized hourly services and expenses monthly. Hourly billing increments will be by the quarter hour. For example, only, Services of 15 minutes of time or fewer will be billed as 15 minutes, 16 to 30 minutes will be billed as 30 minutes, etc. Annually on each anniversary of the Purchase Order date, the rates will increase by 3%. The following customer definitions are applicable to Table 3 below only.

- i. Small multifamily customer – A multifamily property where 1 electrical meter (e.g. the "house" meter) is evaluated for EV charging installation
- ii. Medium multifamily customer – A multifamily property where 2-3 electrical meters are evaluated for EV charging installation
- iii. Large multifamily customer:
 - A. A multifamily property where 4 or more electrical meters are evaluated for EV charging, or

- B. Any multifamily property with more than 50 dwelling units
- iv. Small business customer – Any non-multifamily, business customer whose maximum annual electric demand is <= 200 kW
- v. Large business customer – Any non-multifamily, business whose maximum annual electric demand is > 200 kW

Table 3. EV Charging Infrastructure Technical Assistance

Activity	Client Fee	Customer Copay
1.3. EV Site Assessment - Small multifamily customer	\$2,100	\$0
1.3. EV Site Assessment - Medium multifamily customer	\$2,750	\$0
1.3. EV Site Assessment - Large multifamily customer (a)	\$4,000	\$0
1.3. EV Site Assessment - Large multifamily customer (b)	\$3,750	\$250
1.3. EV Site Assessment - Small business customer	\$2,300	\$0
1.3. EV Site Assessment - Large business customer	\$3,750	\$250
1.6. OPTIONAL: EV Charging Project Portal - Launch (one-time fee)	\$15,000	N/A
1.6. OPTIONAL: EV Charging Project Portal - Monthly License & Support	\$2,000	N/A

Table 4. Electrification Education – Electrification Assessments

Activity	Client Fee	Customer Copay
2.2. Home Electrification Survey - In-Person*	\$350	\$50
2.2. Home Electrification Survey - Virtual	\$250	\$50

* CLEAResult must follow all county health guidelines and directives for in-person services.

Table 5. Time and Materials Rates

Title	Hourly Rate
Director	\$201
Sr. Manager	\$165
Manager	\$131
Program Analyst	\$100
Account Manager	\$118
Sr. Energy Advisor	\$96
Energy Advisor	\$76
Sr. Engineer	\$177
Engineer	\$136
Sr. Designer	\$116
Incentive Processor	\$57
Contact Center Representative	\$45
Estimated Direct Expenses	
Marketing Email, Digital, Printing (billed at cost)	\$5,000

b. Payment. NCPA will make payment in accordance with the terms of the Agreement.

5. Client Obligations. SPV will provide to CLEAResult the following:

- a. Review and approval of program documents and marketing collateral
- b. Customer account information for program marketing and outreach
- c. Electricity consumption data for customers participating in the program
- d. Upon request, consultation with principal estimator on EV projects with likely distribution upgrade needs

6. Tasks. CLEAResult shall perform the following:

a. Task 1: EV charging Infrastructure Technical Assistance

Task	Description	Due Date
1.1 Strategy & Program Management	<ul style="list-style-type: none"> a. Host kickoff meeting with SVP to review workplan b. Prepare program strategy document detailing target audience, goals, and marketing and delivery approach ("Strategy Plan") c. Prepare program documents, including as necessary application, participation and data sharing agreement, and report template d. Prepare initial marketing collateral in accordance with SVP's brand guidelines ("Marketing Collateral"). All collateral developed for the program belongs to Silicon Valley Power. e. Provide content calendar, approved outreach language, graphics and all design files to SVP f. Launch program, deploying customer-facing application and marketing g. Provide monthly progress reports to SVP h. Meet monthly, or less frequently if SVP prefers, to review progress and resolve any issues 	Program launch 90 days after Effective Date, then ongoing
1.2 Marketing, Outreach & Education	<ul style="list-style-type: none"> a. Execute program strategy according to Strategy Plan b. Maintain and Enhance Marketing Collateral c. Host customer webinars for prospective participants in the program to educate customers about the benefits of installing EV charging and the customer services provided by the program. d. Conduct direct phone, email, and in-person outreach to educate and enroll eligible SVP customers 	Ongoing after program launch, with marketing concluded six (6) months prior to projected program end
1.3 EV Site Assessments	<p>For each site assessment:</p> <ul style="list-style-type: none"> a. Conduct pre-assessment meeting with eligible SVP customer to learn about their property, any objectives they have for an EV charging project, and schedule the site assessment b. Prepare for assessment by gathering and reviewing remotely accessible data, which may include aerial photos, customer electricity consumption data, utility distribution infrastructure capacity, and digitized single line drawings c. Conduct an onsite or virtual site assessment, as determined by customer preference, and collect information about the location, dimensions, and capacity of parking and electrical infrastructure d. Analyze data collected and prepare one or more EV charging solutions for the customer that describe the scope for EV charging and supporting infrastructure, including available incentives e. Consult with SVP engineering team for input on projects that appear to require a transformer upgrade f. Provide report to SVP and make required revisions as requested by SVP before delivering to the customer. g. Provide report to customer and host an online meeting with the customer to review the report and determine next steps for them to select a solution and move forward with installation 	Ongoing, with customer solutions delivered within 30 days of site assessment
1.4 Vendor & Trade Ally Management	<ul style="list-style-type: none"> a. Solicit applications from local electrical contractors, screen the applications and develop a qualified installer ("Trade Ally") list b. Monitor customer satisfaction with Trade Allies and address any performance issues by Trade Ally training or disciplinary action, which may include removal from the Trade Ally list c. Either utilize an existing electric vehicle supply equipment (EVSE) qualified product list (QPL) or develop a new qualified list through a request for qualifications that is specific to SVP's needs d. Monitor the EVSE and update annually 	Initial lists developed within 30 days of program launch

1.5 Installation Support	<ul style="list-style-type: none"> a. Provide customer list of Trade Allies (defined below) to perform installation b. Assist customers with the process of requesting and reviewing bids from Trade Allies or customers own identified contractors c. Review design documents when requested by customer to confirm alignment with scope and identify potential issues and make cost-saving recommendations d. Engage with the customer and selected installation contractor as needed throughout installation to address questions and troubleshoot installation or permitting issues e. Upon completion, verify proper charger installation and commissioning of the chargers and evaluate customer satisfaction with the project 	Ongoing after program launch
1.6 OPTIONAL: EV Charging Project Portal	<ul style="list-style-type: none"> a. Configure a customer portal (the "Portal") with SVP branding, participation agreement, and integration of eligible customer data b. Launch and host the Portal at svp-ev.clearexult.com c. Review customer applications received through the Portal and auto-validate customer eligibility against SVP list d. Grant customers access to the portal e. Provide project reports to customers through the Portal for review and document commitment f. Track and report on customer's project activity g. Provide SVP access to the portal to review project reports and track customer progress 	Launch 90 days after written request from SVP, then ongoing

b. Task 2: Electrification Education – Electrification Assessments

Task	Description	Due Date
2.1 Program Management	<ul style="list-style-type: none"> a. Prepare program documents, including as necessary application, participation and data sharing agreement, and report template b. Provide monthly progress reports c. Meet with SVP as needed to review progress and resolve any issues d. Respond to customer pre- or post-assessment questions (up to 30 minutes per customer, then SVP email approval required to continue) 	Program launch 90 days after Effective Date
2.2 Home Electrification Assessments	<p>For each site assessment:</p> <ul style="list-style-type: none"> a. Collect and review customer utility usage data b. Discuss and document the customer objectives, such as emission reductions, cost savings, indoor air quality or others c. Conduct an onsite* or virtual electrification assessment, as determined by customer preference, to collect information about the customer heating, cooling, hot water, and cooking appliances d. Evaluate customer data to identify electrification measures, estimate costs, and identify any available incentives e. Deliver home electrification assessment report to customer that identifies electrification opportunities 	Ongoing, with customer reports delivered within 14 days of site assessment

* CLEAResult will follow all applicable federal, state, and local health guidelines regarding in-person events.



Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: CLOSED SESSION ITEMS 22-25

AGENDA CATEGORY: Closed Session

FROM:	Jane Luckhardt	METHOD OF SELECTION:
	General Counsel	N/A
Division:	Executive Services	
Department:	Legal	

CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL

22. **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.

23. **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.

24. **CONFERENCE WITH LABOR NEGOTIATORS AND PERFORMANCE EVALUATION** – a) Labor negotiations pursuant to Government Code section 54957.6: Agency representatives: NCPA Executive Committee Members and Human Resources Manager Elizabeth Gonzalez; Unrepresented Public Employee: General Manager; and b) Performance evaluation pursuant to Government Code Section 54957: Unrepresented Public Employee: One Category: General Manager.

25. **CONFERENCE WITH LABOR NEGOTIATORS AND PERFORMANCE EVALUATION** – a) Labor negotiations pursuant to Government Code section 54957.6: Agency representatives: NCPA Executive Committee Members and Human Resources Manager Elizabeth Gonzalez; Unrepresented Public Employee: General Counsel; and b) Performance evaluation pursuant to Government Code Section 54957: Unrepresented Public Employee: One Category: General Counsel.



Item 26

Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: Approval of Letter Agreement to Award Additional Paid Administrative Leave for Calendar Year 2022 to Randy S. Howard, General Manager

AGENDA CATEGORY: Discussion/Action

FROM:	Elizabeth Gonzalez	METHOD OF SELECTION:
	Human Resources Manager	N/A
Division:	Administrative Services	
Department:	Human Resources	

This item is being considered in Closed Session.

Pursuant to Government Code section 54957.6: Agency representatives: NCPA Executive Committee Members and Human Resources Manager Elizabeth Gonzalez: Unrepresented Public Employee: General Manager; and b) Performance evaluation pursuant to Government Code Section 54957: Unrepresented Public Employee: One Category: General Manager.

Contingent upon action taken during **Closed Session Item 24**, the Staff Report, Resolution and Letter Agreement will be provided to the Full Commission in Open Session for final consideration and approval.



Item 27

Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: Approval of Fifth Amendment to Employment Agreement with Jane E. Luckhardt, General Counsel

AGENDA CATEGORY: Discussion/Action

FROM:	Elizabeth Gonzalez	METHOD OF SELECTION:
	Human Resources Manager	N/A
Division:	Administrative Services	
Department:	Human Resources	

This item is being considered in Closed Session.

Pursuant to Government Code Section 54957.6: Agency representatives: NCPA Executive Committee Members and Human Resources Manager Elizabeth Gonzalez; Unrepresented Public Employee: General Manager; and b) Performance evaluation pursuant to Government Code Section 54957: Unrepresented Public Employee: One Category: General Counsel.

Contingent upon action taken during **Closed Session Item 25**, the Staff Report, Resolution, Fifth Amendment to Employment Agreement, and Letter Agreement will be provided to the Full Commission in Open Session for final consideration and approval.



28

Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: Geothermal Plant 2 Unit 4 Overhaul Project; Applicable to the following: NCPA Geothermal Facility.

AGENDA CATEGORY: Discussion/Action

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

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

Approve Resolution 21-109 authorizing the Geothermal Plant 2 Unit 4 Overhaul Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the maintenance project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed \$3,500,000, and authorizing the use of \$3,500,000 from Maintenance Reserve to fund this project.

BACKGROUND:

The Geothermal Plant 2, Unit 4 is due for an overhaul in accordance with proper maintenance of these facilities. The Geothermal Plant 2 Unit 4 Overhaul Project was originally scheduled to take place in Spring of 2022, but due to planning delays, COVID-19 concerns, and budgeting requirements, the outage was deferred to Fall of 2022.

Listed below are highlights of major work to be performed as a part of the Geothermal Plant 2 Unit 4 Overhaul Project:

1. Unit 4 Turbine Rotor and Generator
 - a. All work to transport, inspect, clean, perform preventative maintenance, test, and return one redesigned Ansaldo steam turbine rotor.
 - b. All inspections, removal, cleaning, installation, and documentation of turbine.
2. Main Condenser and NCG Heat Exchanger
 - a. General tube maintenance cleaning
3. Balance of Plant (BOP)
 - a. Pull, refurbish, test and install motor and pumps.
 - b. Replace MCC Breakers
 - c. Upgrade Siemens DCS to version 8.3
 - d. Replace Stretford MCC
 - e. Install actuators to enable jet transfer to vacuum pump
 - f. Refurbish circulation water system actuators
 - g. EHC (Electro-hydraulic Control)
 - h. Seal Oil
 - i. Gland Steam Condenser
 - j. Miscellaneous Cooling Tower Maintenance

In preparation for the overhaul, some equipment will need to be sent out for maintenance and refurbishment. Long lead items also need to be ordered. Funds are needed in advance of the overhaul to refurbish the spare turbine rotor, turbine diaphragms, spare generator rotor, and other miscellaneous balance of plant equipment. This equipment and materials are to be staged and ready for installation at the beginning of the overhaul.

FISCAL IMPACT:

The estimated cost of the Geothermal Plant 2 Unit 4 Overhaul Project is not to exceed \$3,500,000. The FY2022 budget was approved to pre-collect funds in the Maintenance Reserve for this work. All proposed work performed shall be funded through the Maintenance Reserve account.

The scope of work and estimated costs are as follows.

<u>Geothermal Plant 2 Unit 4 Overhaul Project Work</u>	Estimated Cost
Overhaul of Unit #4 Turbine Rotor and Generator	\$1,850,000
Cleaning of Main Condenser and Gas Removal System Heat Exchangers	\$ 150,000
Repairs and Cleaning of Unit #4 Cooling Tower	\$ 250,000
Repairs and Cleaning of Unit #4 Stretford System	\$ 200,000
Replace Motor Control Center Breakers	\$ 150,000
Inspect and Test Main GSU Transformer and Electrical Switch Gear	\$ 50,000
Overhaul of Large Pumps and Motors	\$ 250,000
Subtotal	\$2,900,000
Contingency (~20%)	\$ 600,000
Total Project Cost	\$3,500,000

SELECTION PROCESS:

NCPA is currently soliciting competitive bids from multiple vendors to perform multiple scopes required for this project. NCPA will bid these specific scopes of work consistent with NCPA procurement policies and procedures. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

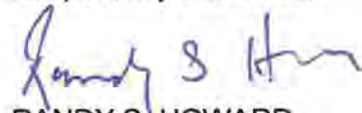
ENVIRONMENTAL ANALYSIS:

These activities are categorically exempt under Class 1, 2, 3, 4, and/or 11 from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (b), 15302 (c), 15303, 15304 and 15311 of the CEQA Guidelines. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Sonoma County.

COMMITTEE REVIEW:

On November 3, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 21-109

RESOLUTION 21-109

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE GEOTHERMAL PLANT 2 UNIT 4 OVERHAUL PROJECT

(reference Staff Report #244:21)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal facility near Middletown, CA consisting of two power plants; and

WHEREAS, NCPA's Geothermal Plant 2, Unit 4 is scheduled for an overhaul in Fall of 2022, in accordance with proper maintenance of these facilities; and

WHEREAS, in preparation for the overhaul and during the overhaul, equipment will need to be sent out for maintenance and refurbishment, items need to be ordered, and various contractors will be needed to perform overhaul related work at an estimated cost not to exceed \$3,500,000; and

WHEREAS, NCPA is currently soliciting competitive bids from multiple vendors to perform multiple scopes required for this project; and

WHEREAS, on November 3, 2021 the Facilities Committee reviewed and approved the recommendation for Commission approval; and

WHEREAS, these activities are categorically exempt under Class 1, 2, 3, 4, and/or 11 from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (b), 15302 (c), 15303, 15304 and 15311 of the CEQA Guidelines and a Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Sonoma County; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Geothermal Plant 2 Unit 4 Overhaul Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cumulative cost not to exceed \$3,500,000, and authorizes the use of \$3,500,000 from Maintenance Reserve to fund this project .

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



29

Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: Approval of Power Purchase Agreement between South Sutter Water District and Northern California Power Agency, and the Third Phase Agreement for Power Purchase Agreement with South Sutter Water District

AGENDA CATEGORY: Discussion/Action

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

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

Approve Resolution 21-117 authorizing the General Manager of Northern California Power Agency (NCPA) to enter into the Power Purchase Agreement between South Sutter Water District (SSWD) and Northern California Power Agency (PPA), and the Third Phase Agreement for Power Purchase Agreement with South Sutter Water District (Third Phase Agreement), including any non-substantial modifications to the PPA and Third Phase Agreement recommended and approved by the NCPA General Counsel.

BACKGROUND:

NCPA's Members have adopted or are adopting policies that are designed to increase the amount of energy that they provide to their retail customers from eligible renewable energy resources and carbon free resources to comply with the California Renewable Energy Resources Act and other applicable requirements. SSWD owns and operates an existing hydroelectric generating plant operating under FERC licenses (Camp Far West Hydroelectric Project), that qualifies as an eligible renewable energy resource and carbon free resource.

SSWD has agreed to sell to NCPA, and NCPA has agreed to purchase from SSWD, certain energy, capacity rights and associated environmental attributes supplied from the Camp Far West Hydroelectric Project pursuant to the terms and conditions set forth in the PPA.

The term of the PPA will commence on the Effective Date, and will continue uninterrupted through the 20th anniversary of the Initial Delivery Date. During the term of the PPA, NCPA will schedule and dispatch the Camp Far West Hydroelectric Project, and SSWD will own, operate and maintain the Camp Far West Hydroelectric Project.

To enable NCPA to enter into the PPA on behalf of the Participant, pursuant to the terms and conditions of the Amended and Restated Facilities Agreement, the Third Phase Agreement provides all means necessary for NCPA to fulfill obligations incurred on behalf of NCPA and the Participant pursuant to the PPA, and to enable and obligate the Participant to take delivery of and pay for such electric capacity and energy and to pay NCPA for all costs it incurs for undertaking the foregoing activities. The Third Phase Agreement specifies the rights and obligations of NCPA and the Participant regarding governance and administration of the PPA, and obligates the Participant to pay for its Project Participation Percentage share of all Project Costs, Administrative Services Costs, scheduling coordination costs, and all other costs related to the PPA. The sole Participant in the Third Phase Agreement is the City of Santa Clara.

Upon full execution of the Third Phase Agreement, NCPA will be authorized to enter into the PPA on behalf of the Participant, and such PPA shall be deemed a NCPA Project by the Commission pursuant to the Amended and Restated Facilities Agreement.

A copy of the PPA and the Third Phase Agreement have been attached to this staff report for reference.

FISCAL IMPACT:

SSWD has agreed to sell to NCPA, and NCPA has agreed to purchase from SSWD, certain energy, capacity rights and associated environmental attributes produced by the Camp Far West Hydroelectric 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.

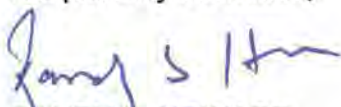
ENVIRONMENTAL ANALYSIS:

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 November 3, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments:

- Resolution 21-117
- Third Phase Agreement
- PPA between SSWD and NCPA

RESOLUTION 21-117

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE PURCHASE POWER AGREEMENT BETWEEN SOUTH SUTTER WATER DISTRICT AND NORTHERN CALIFORNIA POWER AGENCY AND THE THIRD PHASE AGREEMENT FOR POWER PURCHASE AGREEMENT WITH SOUTH SUTTER WATER DISTRICT

(reference Staff Report #255:21)

WHEREAS, NCPA's Members have adopted or are adopting policies that are designed to increase the amount of energy that they provide to their retail customers from eligible renewable energy resources and carbon free resources to comply with the California Renewable Energy Resources Act and other applicable requirements; and

WHEREAS, South Sutter Water District (SSWD) owns and operates an existing hydroelectric generating plant operating under FERC licenses (the Camp Far West Hydroelectric Project), that qualifies as an eligible renewable energy resource and carbon free resource; and

WHEREAS, SSWD has agreed to sell to NCPA, and NCPA has agreed to purchase from SSWD, certain energy, capacity rights and associated environmental attributes supplied from the Camp Far West Hydroelectric Project pursuant to the terms and conditions set forth in the Power Purchase Agreement between South Sutter Water District and Northern California Power Agency (PPA); and

WHEREAS, the term of the PPA will commence on the Effective Date, and will continue uninterrupted through the 20th anniversary of the Initial Delivery Date, and during the term of the PPA, NCPA will schedule and dispatch the Camp Far West Hydroelectric Project, and SSWD will own, operate and maintain the Camp Far West Hydroelectric Project; and

WHEREAS, to enable NCPA to enter into the PPA on behalf of the Participant, pursuant to the terms and conditions of the Amended and Restated Facilities Agreement, the Third Phase Agreement for Power Purchase Agreement with South Sutter Water District (Third Phase Agreement) provides all means necessary for NCPA to fulfill obligations incurred on behalf of NCPA and the Participant pursuant to the PPA, and to enable and obligate the Participant to take delivery of and pay for such electric capacity and energy and to pay NCPA for all costs it incurs for undertaking the foregoing activities; and

WHEREAS, the Third Phase Agreement specifies the rights and obligations of NCPA and the Participant regarding governance and administration of the PPA, and obligates the Participant to pay for its Project Participation Percentage share of all Project Costs, Administrative Services Costs, scheduling coordination costs, and all other costs related to the PPA; and

WHEREAS, the sole Participant in the Third Phase Agreement is the City of Santa Clara; and

WHEREAS, upon full execution of the Third Phase Agreement, NCPA will be authorized to enter into the PPA on behalf of the Participant, and such PPA shall be deemed a NCPA Project by the Commission pursuant to the Amended and Restated Facilities Agreement; and

WHEREAS, SSWD has agreed to sell to NCPA, and NCPA has agreed to purchase from SSWD, certain energy, capacity rights and associated environmental attributes produced by the Camp Far West Hydroelectric Project for the purchase price set forth in Appendix A of the PPA, and 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; 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 of Northern California Power Agency to enter into the Power Purchase Agreement between South Sutter Water District and Northern California Power Agency, and the Third Phase Agreement for Power Purchase Agreement with South Sutter Water District, including any non-substantial modifications recommended and approved by the NCPA General Counsel.

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

**THIRD PHASE AGREEMENT
FOR
POWER PURCHASE AGREEMENT
WITH
SOUTH SUTTER WATER DISTRICT**

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This THIRD PHASE AGREEMENT ("this Agreement") is dated as of _____, 20__ by and among the Northern California Power Agency, a joint powers agency of the State of California ("NCPA"), and the signatories to this Agreement other than NCPA ("Participants"). NCPA and the Participants are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. NCPA has heretofore been duly established as a public agency pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California and, among other things, is authorized to acquire, construct, finance, and operate buildings, works, facilities, and improvements for the generation and transmission of electric capacity and energy for resale.

B. Each of the Participants is a signatory to the Joint Powers Agreement which created NCPA and therefore is a Member.

C. Each of the Participants to this Agreement have executed the Amended and Restated Facilities Agreement, dated October 1, 2014, which establishes the framework under which Project Agreements are created for the development, design, financing, construction, and operation of specific NCPA Projects.

D. The Participants desire NCPA to enter into a Power Purchase Agreement ("PPA") with South Sutter Water District ("SSWD" or "Seller"), to purchase electric capacity and energy produced by the Project for the benefit of the Participants' customers.

E. Each Participant is authorized by its Constitutive Documents to obtain electric capacity and energy for its present or future requirements, through contracts with NCPA or otherwise.

F. To enable NCPA to enter into the PPA on behalf of the Participants, pursuant to the terms and conditions of the Amended and Restated Facilities Agreement, NCPA and the Participants wish to enter into this Agreement to provide all means necessary for NCPA to fulfill obligations incurred on behalf of NCPA and the Participants pursuant to the PPA, and to enable and obligate the Participants to take delivery of and pay for such electric capacity and energy and to pay NCPA for all costs it incurs for undertaking the foregoing activities.

G. Upon full execution of this Agreement, NCPA will enter into the PPA on behalf of the Participants, and such PPA shall be deemed a NCPA Project by the Commission.

H. Each of the Parties intends to observe the provisions of this Agreement in good faith and shall cooperate with all other Parties in order to achieve the full benefits of joint action.

I. The Parties desire to equitably allocate costs of NCPA's provision of services under this Agreement among the Participants.

J. The Participants further desire, insofar as possible, to insulate other Members who are not Participants, from risks inherent in the services and transactions undertaken on behalf of the Participants pursuant to this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions.

1.1 Definitions. Whenever used in this Agreement (including the Recitals hereto), the following terms shall have the following respective meanings, provided, capitalized terms used in this Agreement (including the Recitals hereto) that are not defined in Section 1 of this Agreement shall have the meaning indicated in Section 1 of the Power Management and Administrative Services Agreement, dated October 1, 2014:

1.1.1 "Administrative Services Costs" means that portion of the NCPA administrative, general and occupancy costs and expenses, including those costs and expenses associated with the operations, direction and supervision of the general affairs and activities of NCPA, general management, treasury operations, accounting, budgeting, payroll, human resources, information technology, facilities management, salaries and wages (including retirement benefits) of employees, facility operation and maintenance costs, taxes and payments in lieu of taxes (if any), insurance premiums, fees for legal, engineering, financial and other services, power management services,

general settlement and billing services and general risk management costs, that are charged directly or apportioned to the provision of services under this Agreement. Administrative Services Costs as separately defined herein and used in the context of this Agreement is different and distinct from the term Administrative Services Costs as defined in Section 1 of the Power Management and Administrative Services Agreement.

1.1.2 "Agreement" means this Third Phase Agreement, including all Exhibits attached hereto.

1.1.3 "CAISO" means the California Independent System Operator Corporation, or its functional successor.

1.1.4 "CAISO Tariff" means the duly authorized tariff, rules, protocols and other requirements of the ISO, as amended from time to time.

1.1.5 "Capacity Attributes" means any and all current or future defined characteristics consistent with the operational limitations of the Project, certificates, tags, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including Resource Adequacy Benefits, Flexible Capacity Benefits, and any tracking or accounting associated with the foregoing, intended to value any aspect of the capacity of the Project to produce Energy or ancillary services, attributed to or associated with the Project.

1.1.6 "Constitutive Documents" means, with respect to NCPA, the Joint Powers Agreement and any resolutions or bylaws adopted thereunder with respect to the governance of NCPA, and with respect to each Participant, the California Government Code and other statutory provisions applicable to such Participant, any applicable agreements, charters, contracts, or other documents concerning the formation, operation or decision making of such Participant, including, if applicable, its city charter, and any codes, ordinances, bylaws, and resolutions adopted by such Participant's governing body.

1.1.7 "Defaulting Participant" has the meaning set forth in Section 7.2.

1.1.8 "Energy" means electric energy expressed in units of kWh or MWh.

1.1.9 "Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, as the case may be, and its displacement of conventional energy generation. Environmental Attributes include: (i) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (ii) any avoided emissions of carbon dioxide (CO₂), methane (CH₄) and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the

atmosphere; and (iii) the reporting rights to these avoided emissions such as, but not limited to, a REC.

Environmental Attributes do not include: (i) any Energy, capacity, reliability, or other power attributes from the Project; (ii) production tax credits associated with the construction or operation of the Project, and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by Seller or the owners of the site for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

1.1.10 “Event of Default” has the meaning set forth in Section 7.2.

1.1.11 “Flexible Capacity” has the meaning set forth in the CAISO Tariff.

1.1.12 “Flexible Capacity Benefits” means the rights and privileges attached to any generating resource that satisfy any entity’s Flexible Capacity requirement.

1.1.13 “General Operating Reserve” means the NCPA General Operating Reserve created through resolution of the Commission, as the same may be amended from time to time.

1.1.14 "KWh" means kilowatt hour.

1.1.15 "MW" means megawatt.

1.1.16 "MWh" means megawatt hour.

1.1.17 "NCPA" has the meaning set forth in the recitals hereto.

1.1.18 "Participant" has the meaning set forth in the recitals of this Agreement.

1.1.19 "Power Management and Administrative Services Agreement" means the NCPA Power Management and Administrative Services Agreement, dated as of October 1, 2014 between NCPA and the Members who are signatories to that agreement by which NCPA provides Power Management and Administrative Services.

1.1.20 "Product" means Energy, Capacity Attributes, Environmental Attributes and ancillary products, services or attributes similar to the foregoing that are delivered to the Participants pursuant to the PPA.

1.1.21 "Project" or "PPA" means the Power Purchase Agreement, dated as of _____, 20__ between NCPA and Seller, under which NCPA, on behalf of the Participants, purchases Product from the Camp Far West Hydroelectric Facility located in Placer County, California, consisting of one existing hydroelectric generating plant under FERC license. Upon final execution of the PPA, the Project shall be deemed a NCPA Project in accordance with the Amended and Restated Facilities Agreement. The PPA has been attached to this Agreement as Exhibit B.

1.1.22 "Project Costs" means all costs charged to and paid by NCPA pursuant to the PPA.

1.1.23 "Party" or "Parties" has the meaning set forth in the preamble hereto; provided that "Third Parties" are entities that are not Party to this Agreement.

1.1.24 "REC" or "Renewable Energy Certificate" means a certificate of renewable energy generation from units that register in the WREGIS system, or other commonly accepted renewable energy generation tracking system or program, which can be used to verify compliance with state and provincial requirements such as RPS.

1.1.25 "Resource Adequacy" means the procurement obligation of load serving entities, including the Participants, as such obligations are described in CPUC Decisions D.04-10-035 and D.05-10-042, and subsequent CPUC decisions addressing Resource Adequacy issues, as those obligations may be altered from time to time in the CPUC Resource Adequacy Rulemakings (R.) 04-04-003 and (R.) 05-12-013 or by any successor proceeding, and all other Resource Adequacy obligations established by any other entity, including the CAISO.

1.1.26 "Resource Adequacy Benefits" means the rights and privileges attached to any generating resource that satisfy any entity's Resource Adequacy obligations.

1.1.27 "Revenue" means , with respect to each Participant, all income, rents, rates, fees, charges, and other moneys derived by the Participant from the

ownership or operation of its Electric System, including, without limiting the generality of the foregoing: (a) all income, rents, rates, fees, charges or other moneys derived from the sale, furnishing and supplying of electric capacity and energy and other services, facilities, and commodities sold, furnished, or supplied through the facilities of its Electric System; (b) the earnings on and income derived from the investment of such income, rents, rates, fees, charges or other moneys to the extent that the use of such earnings and income is limited by or pursuant to law to its Electric System; (c) the proceeds derived by the Participant directly or indirectly from the sale, lease or other disposition of all or a part of the Electric System; and (d) the proceeds derived by Participant directly or indirectly from the consignment and sale of freely allocated greenhouse gas compliance instruments into periodic auctions administered by the State of California under the California Cap-and-Trade Program, provided that such proceeds are a permitted use of auction proceeds, but the term Revenues shall not include (i) customers' deposits or any other deposits subject to refund until such deposits have become the property of the Participant or (ii) contributions from customers for the payment of costs of construction of facilities to serve them.

1.1.28 "RPS" or "Renewable Portfolio Standard Program" means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, *et seq.*

1.1.29 "Scheduling Protocols" means the applicable provisions of the Amended and Restated Scheduling Coordination Program Agreement, and any other contractual or other arrangements between NCPA and the Participants concerning the scheduling, delivery and metering of the PPA.

1.1.30 "Security Deposit" means the account established by NCPA and funded by the Participants in accordance with Section 5, the funds of which are available for use by NCPA in accordance with the terms and conditions hereof.

1.1.31 "Seller" means South Sutter Water District, as set forth in recital D of this Agreement, or as otherwise set forth in the PPA.

1.1.32 "Term" has the meaning set forth in Section 10.

1.1.33 "Third Party" means an entity (including a Member) that is not Party to this Agreement

1.1.34 "WREGIS" means Western Renewable Energy Generation Information System, or its functional successor.

1.2 Rules of Interpretation. As used in this Agreement (including the Recitals hereto), unless in any such case the context requires otherwise: The terms "herein," "hereto," "herewith" and "hereof" are references to this Agreement taken as a whole and not to any particular provision; the term "include," "includes" or "including" shall mean "including, for example and without limitation;" and references to a "Section," "subsection," "clause," "Appendix", "Schedule", or "Exhibit" shall mean a Section,

subsection, clause, Appendix, Schedule or Exhibit of this Agreement, as the case may be. All references to a given agreement, instrument, tariff or other document, or law, regulation or ordinance shall be a reference to that agreement, instrument, tariff or other document, or law, regulation or ordinance as such now exists and as may be amended from time to time, or its successor. A reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having a separate legal personality and includes its successors and permitted assigns. A reference to a "day" shall mean a Calendar Day unless otherwise specified. The singular shall include the plural and the masculine shall include the feminine, and *vice versa*.

Section 2. Purpose. The purpose of this Agreement is to: (i) set forth the terms and conditions under which NCPA shall enter into the PPA on behalf of the Participants, (ii) authorize NCPA, acting on behalf of the Participants, to engage in all activities related to that basic purpose, and (iii) specify the rights and obligations of NCPA and the Participants with respect to the PPA.

Section 3. Sale and Purchase of Product. By executing this Agreement, each Participant acknowledges and agrees to be bound by the terms and conditions of the Agreement, and that the Agreement is written as a "take-or-pay" agreement. Any Product delivered to NCPA under the PPA shall be delivered to each Participant in proportion to such Participant's Project Participation Percentage as set forth in Exhibit A, and each

Participant shall accept and pay for its respective percentage of such Product. To the extent a Participant is unable to accept such deliveries in full, NCPA shall dispose of such surplus in its sole discretion, in such a manner to attempt to maximize Participant value and that Participant shall reimburse to NCPA any costs incurred by NCPA in doing so. Notwithstanding the above, NCPA may allocate Product procured through the PPA among the Participants in such percentages as NCPA may, in its reasonable discretion, determine are necessary, desirable, or appropriate, in order to accommodate Participant transfer rights pursuant to Section 9.

3.1 Scheduling. Product delivered from Seller shall be scheduled for and to the Participants in accordance with Scheduling Protocols, and the terms and conditions of the PPA.

Section 4. Billing and Payments

4.1 Participant Payment Obligations. Each Participant agrees to pay to NCPA each month its respective portion of the Project Costs, Administrative Services Costs, scheduling coordination costs, and all other costs for services provided in accordance with this Agreement and the Amended and Restated Facilities Agreement. In addition to the aforementioned monthly payment obligations, each Participant is obligated to fund: (i) any and all required Security Deposits calculated in accordance with Section 5, and (ii) any working capital requirements for the Project maintained by NCPA as determined, collected and set forth in the Annual Budget.

4.2 Invoices. NCPA will issue an invoice to each Participant for its share of Project Costs, Administrative Services Costs, scheduling coordination costs, and all other costs for services provided in accordance with this Agreement and the Amended and Restated Facilities Agreement. Such invoice may be either the All Resources Bill or separate special invoice, as determined by NCPA. At NCPA's discretion, invoices may be issued to Participants using electronic media or physical distribution.

4.3 Payment of Invoices. All invoices delivered by NCPA (including the All Resources Bill) are due and payable thirty (30) Calendar Days after the date thereof; provided, however, that any amount due on a day other than a Business Day may be paid on the following Business Day.

4.4 Late Payments. Any amount due and not paid by a Participant in accordance with Section 4.3 shall be considered late and bear interest computed on a daily basis until paid at the lesser of (i) the per annum prime rate (or reference rate) of the Bank of America NT&SA then in effect, plus two percent (2%) or (ii) the maximum rate permitted by law.

4.5 Billing Disputes. A Participant may dispute the accuracy of any invoice issued by NCPA under this Agreement by submitting a written dispute to NCPA, within thirty (30) Calendar Days after the date of such invoice; nonetheless the Participant shall pay the full amount billed when due. If a Participant does not timely question or dispute the accuracy of any invoice in writing, then the invoice shall be deemed to be correct. Upon review of a submitted dispute, if an invoice is determined by NCPA to be incorrect,

then NCPA shall issue a corrected invoice and refund any amounts that may be due to the Participant. If NCPA and the Participant fail to agree on the accuracy of an invoice within thirty (30) Calendar Days after the Participant has disputed it, then the General Manager shall promptly submit the dispute to the Commission for resolution. If the Commission and the Participant fail to agree on the accuracy of a disputed invoice within sixty (60) Calendar Days after its submission to the Commission, then the dispute may then be resolved under the mediation and arbitration procedures set forth in Section 12 of this Agreement; provided, however, that prior to resorting to either mediation or arbitration proceedings, the full amount of the disputed invoice must be paid by the Participant.

4.6 Billing/Settlement Data and Examination of Books and Records.

4.6.1 Settlement Data. NCPA shall make billing and settlement data available to the Participants in the All Resources Bill, or other invoice, or upon request. NCPA may also, at its sole discretion, make billing and settlement support information available to Participants using electronic media (e.g. electronic data portal).

Procedures and formats for the provision of such electronic data submission may be established by the Commission from time to time. Without limiting the generality of the foregoing, NCPA may, in its reasonable discretion, require the Participants to execute a non-disclosure agreement prior to providing access to the NCPA electronic data portal.

4.6.2 Examination of Books and Records. Any Participant to this Agreement shall have the right to examine the books and records created and maintained by NCPA pursuant to this Agreement at any reasonable, mutually agreed upon time.

Section 5. Security Deposit Administration

5.1 Security Deposit Requirements. Each Participant agrees that any funds deposited at NCPA to satisfy Participant's Security Deposit requirements pursuant to this Agreement shall be irrevocably committed and held by NCPA in the General Operating Reserve, and that such funds may be used by NCPA in accordance with Section 5.1.3. Each Participant's Security Deposit will be accounted separately from and in addition to any other security accounts or deposits maintained pursuant to any other agreement between NCPA and the Participant, or any other such security account or deposits required of Members. In connection with fulfilling the Security Deposit requirements of this Agreement, Participant may elect to use its uncommitted funds held in the General Operating Reserve to satisfy in whole or in part its Security Deposit required under Section 5. If Participant chooses to satisfy in whole or in part its security requirements using its uncommitted funds held in the General Operating Reserve, then Participant is required to execute and deliver to NCPA an Irrevocable Letter of Direction, directing NCPA to utilize Participant's uncommitted General Operating Reserve funds for such

purposes, and the designated funds will thereafter be irrevocably committed and held by NCPA to satisfy the requirements of this Agreement.

5.1.1 Initial Amounts. Each Participant shall insure that sufficient Security Deposit funds have been deposited with and are held by NCPA equal to the highest three (3) months of estimated Project Costs, as estimated by NCPA. Such Security Deposit requirement may be satisfied by Participant in whole or part either in cash, through irrevocable commitment of its uncommitted funds held in the General Operating Reserve in accordance with Section 5.1, or through a clean, irrevocable letter of credit satisfactory to NCPA's General Manager.

5.1.2 Subsequent Deposits. Periodically, and at least quarterly, NCPA shall review and revise its estimate of Project Costs for which Participant shall be obligated to pay under this Agreement. Following such review, NCPA shall determine whether each Participant has a sufficient Security Deposit balance at NCPA. To the extent that any Participant's Security Deposit balance is greater than one hundred and ten percent (110%) of the amount required herein, NCPA shall credit such amount as soon as practicable to the Participant's next following All Resources Bill, or by separate special invoice. To the extent that any Participant's Security Deposit balance is less than ninety percent (90%) of the amount required herein, NCPA shall add such amount as soon as practicable to such Participant's next All Resources Bill, or as necessary, to a special invoice to be paid by Participant upon receipt. Credits or additions shall not be

made to Participants who satisfy these Security Deposit requirements in whole through the use of a letter of credit; provided, that the amount of the letter of credit shall be adjusted, as required from time to time, in a like manner to assure an amount equal to the highest three (3) months of estimated Project Costs is available to NCPA.

5.1.3 Use of Security Deposit Funds. NCPA may use any and all Security Deposit funds held by NCPA (or utilize a letter of credit provided in lieu thereof) to pay any costs it incurs hereunder, including making payments to Seller, without regard to any individual Participant's Security Deposit balance or proportionate share of Project Costs, and irrespective of whether NCPA has issued an All Resources Bill or special invoice for such costs to the Participants or whether a Participant has made timely payments of All Resources Bills or special invoices. Should Participant have satisfied its Security Deposit requirements in whole or part through a letter of credit, NCPA may draw on such letter of credit to satisfy Participant's obligations hereunder at NCPA's sole discretion. Notwithstanding the foregoing, if any Participant fails to pay any costs incurred by NCPA pursuant to this Agreement, NCPA shall first use that non-paying Participant's Security Deposit and shall not use any other Participants' Security Deposit until such non-paying Participant's Security Deposit has been exhausted.

5.1.4 Accounting. If Security Deposit funds or a letter of credit are used by NCPA to pay any costs it incurs hereunder as described in Section 5.1.3, then NCPA

will maintain a detailed accounting of each Participant's shares of funds withdrawn, and upon the collection of all or a part of such withdrawn funds, NCPA will credit back to each non-defaulting Participant the funds collected in proportion to such non-defaulting Participant's share of funds initially withdrawn.

5.1.5 Emergency Additions. In the event that funds are withdrawn pursuant to Section 5.1.3, or if the Security Deposit held by NCPA is otherwise insufficient to allow for NCPA to pay any invoice, demand, request for further assurances by Seller, or claims, NCPA shall notify all Participants of the deficiency. In conjunction with such notice, NCPA shall send a special or emergency assessment invoice to the Participant or Participants that caused or are otherwise responsible for the deficiency. Each Participant of such an invoice shall pay to NCPA such assessment when and if assessed by NCPA within two (2) Business Days of the invoice date of the assessment, or shall consent to and direct NCPA to draw on any existing letter of credit Participant has established for such purposes. In the event that the Participant or Participants that caused or are otherwise responsible for the deficiency cannot, does not or will not pay to NCPA the special or emergency assessment within two (2) Business Days after the invoice date, NCPA shall immediately submit a special or emergency invoice to all remaining Participants, and such remaining Participants shall pay to NCPA such assessment within two (2) Business Days after the invoice date of

the assessment, or shall consent to and direct NCPA to draw on any existing letter of credit that Participant has established for such purposes.

5.1.6 Security Deposit Interest. NCPA shall maintain a detailed accounting of each Participant's Security Deposits, and withdrawals of such funds, held by NCPA. Security Deposits held by NCPA shall be invested by NCPA in accordance with the General Operating Reserve policies and investment policies adopted by the NCPA Commission. Interest earned on the Security Deposit funds shall be proportionately credited to the Participants in accordance with their weighted average balances held therein. Any Security Deposit losses caused by early termination of investments shall be allocated among the Participants in accordance with the General Operating Reserve provisions and guidelines approved by the Commission, as the same may be amended from time to time; provided, however, to the extent that either the General Operating Reserve provisions and guidelines do not apply or the Security Deposit is not adequate to cover the losses, then such losses shall be allocated among the Participants in accordance with their proportionate Security Deposit balances.

5.1.7 Return of Funds. Upon termination or a permitted withdrawal of a Participant in accordance with this Agreement, the affected Participant may apply to NCPA for the return of their share of Security Deposit funds ninety (90) days after the effective date of such termination or withdrawal. However, NCPA shall, in its sole but

reasonable discretion, as determined by the NCPA General Manager, estimate the then outstanding liabilities of the Participant, including any estimated contingent liabilities and shall retain all such funds, if any, until all such liabilities have been fully paid or otherwise satisfied in full. After all such liabilities have been satisfied in full, as determined by NCPA's General Manager, any remaining balance of the Participant's share of the Security Deposit will be refunded to the Participant within sixty (60) days thereafter.

Section 6. Cooperation and Further Assurances. Each of the Parties agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by any other Party which are consistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement. The Parties agree to cooperate and act in good faith in connection with obtaining any credit support required in order to satisfy the requirements of this Agreement.

Section 7. Participant Covenants and Defaults

7.1 Each Participant covenants and agrees: (i) to make payments to NCPA, from its Electric System Revenues, of its obligations under this Agreement as an operating expense of its Electric System; (ii) to fix the rates and charges for services provided by its Electric System, so that it will at all times have sufficient Revenues to meet the obligations

of this Agreement, including the payment obligations; (iii) to make all such payments due NCPA under this Agreement whether or not there is an interruption in, interference with, or reduction or suspension of services provided under this Agreement, such payments not being subject to any reduction, whether by offset or otherwise, and regardless of whether any reasonable dispute exists; and (iv) to operate its Electric System, and the business in connection therewith, in accordance with Good Utility Practices.

7.2 Events of Default. An Event of Default under this Agreement shall exist upon the occurrence of any one or more of the following by a Participant (the "Defaulting Participant"):

- (i) the failure of any Participant to make any payment in full to NCPA when due;

- (ii) the failure of a Participant to perform any covenant or obligation of this Agreement where such failure is not cured within thirty (30) Calendar Days following receipt of a notice from NCPA demanding cure; provided, that this subsection shall not apply to any failure to make payments specified by subsection 7.2 (i));

- (iii) if any representation or warranty of a Participant material to the services provided hereunder shall prove to have been incorrect in any material respect when made and the Participant does not cure the facts underlying such incorrect representation or warranty so that the representation or warranty becomes true and correct within thirty (30) Calendar Days after the date of receipt of notice from NCPA demanding cure; or

(iv) if a Participant is in default or in breach of any of its covenants or obligations under any other agreement with NCPA and such default or breach is not cured within the time periods specified in such agreement.

7.3 Uncontrollable Forces. A Party shall not be considered to be in default in respect of any obligation hereunder if prevented from fulfilling such obligation by reason of Uncontrollable Forces; provided, that in order to be relieved of an Event of Default due to Uncontrollable Forces, a Party affected by an Uncontrollable Force shall:

(i) first provide oral notice to the General Manager using telephone communication within two (2) Business Days after the onset of the Uncontrollable Force, and provide subsequent written notice to the General Manager and all other Parties within ten (10) Business Days after the onset of the Uncontrollable Force, describing its nature and extent, the obligations which the Party is unable to fulfill, the anticipated duration of the Uncontrollable Force, and the actions which the Party will undertake so as to remove such disability and be able to fulfill its obligations hereunder; and

(ii) use due diligence to place itself in a position to fulfill its obligations hereunder and if unable to fulfill any obligation by reason of an Uncontrollable Force such Party shall exercise due diligence to remove such disability with reasonable dispatch; provided, that nothing in this subsection shall require a Party to settle or compromise a labor dispute.

7.4 Cure of an Event of Default. An Event of Default shall be deemed cured only if such default shall be remedied or cured within the time periods specified in Section 7.2 above, as may be applicable, provided, however, upon request of the Defaulting Participant the Commission may waive the default at its sole discretion, where such waiver shall not be unreasonably withheld.

7.5 Remedies in the Event of Uncured Default. Upon the occurrence of an Event of Default which is not cured within the time limits specified in Section 7.2, without limiting other rights or remedies available under this Agreement, at law or in equity, and without constituting or resulting in a waiver, release or estoppel of any right, action or cause of action NCPA may have against the Defaulting Participant, NCPA may take any or all of the following actions:

(i) suspend the provision of services under this Agreement to such Defaulting Participant; or

(ii) demand that the Defaulting Participant provide further assurances to guarantee the correction of the default, including the collection of a surcharge or increase in electric rates, or such other actions as may be necessary to produce necessary Revenues to correct the default.

7.6 Effect of Suspension.

7.6.1 Generally. The suspension of this Agreement will not terminate, waive, or otherwise discharge any ongoing or undischarged liabilities, credits or

obligations arising from this Agreement until such liabilities, credits or obligations are satisfied in full.

7.6.2 Suspension. If performance of all or any portion of this Agreement is suspended by NCPA with respect to a Participant in accordance with subsection 7.5(i), then such Participant shall pay any and all costs incurred by NCPA as a result of such suspension including reasonable attorney's fees, the fees and expenses of other experts, including auditors and accountants, or other reasonable and necessary costs associated with such suspension and any portion of the Project Costs, scheduling and dispatch costs, and Administrative Services Costs that were not recovered from such Participant as a result of such suspension.

Section 8. Administration of Agreement

8.1 Commission. The Commission is responsible for the administration of this Agreement. Each Participant shall be represented by its Commissioner or their designated alternate Commissioner ("Alternate") pursuant to the Joint Powers Agreement. Each Commissioner shall have authority to act for the Participant represented with respect to matters pertaining to this Agreement.

8.2 Forum. Whenever any action anticipated by this Agreement is required to be jointly taken by the Participants, such action shall be taken at regular or special meetings of the NCPA Commission.

8.3 Quorum. For purposes of acting upon matters that relate to administration of this Agreement, a quorum of the Participants shall consist of those Commissioners, or their designated Alternate, representing a numerical majority of the Participants.

8.4 Voting. Each Participant shall have the right to cast one vote with respect to matters pertaining to this Agreement. A unanimous vote of all Participants shall be required for action regarding: (i) any transfer of rights to a Third Party as described in Section 9 of this Agreement; and (ii) for matters related to any of the following actions as provided for in the PPA: (a) exercising any early termination provisions as set forth in Section 2.4 of the PPA, and (b) exercising any assignment rights as set forth in Section 12.7 of the PPA. For all other matters pertaining to this Agreement, a majority vote of the Participants shall be required for action.

Section 9. Transfer of Rights by Participants

9.1 A Participant has the right to make transfers, sales, assignments and exchanges (collectively "transfers(s)") of any portion of its Project Participation Percentage and rights thereto, subject to the approval provisions in Section 8.4 of this Agreement, provided that the transferee satisfies all applicable criterion in the PPA. If a Participant desires to transfer a portion or its entire share of the Project for a specific time interval, or permanently, then NCPA will, if requested by such Participant, use its best efforts to transfer that portion of the Participant's share of the Project.

9.2 Before a Participant may transfer an excess Project share pursuant to Section 9.1 to any person or entity other than a Participant, it shall give all other Participants the right to purchase the share on the same terms and conditions. Before a Participant may transfer an excess Project share pursuant to section 9.1 to any person or entity other than a Member, it shall give all Members the right to purchase the share on the same terms and conditions. Such right shall be exercised within thirty (30) days of receipt of notice of said right.

No transfer shall relieve a Participant of any of its obligations under this Agreement except to the extent that NCPA receives payment of these obligations from a transferee.

Section 10. Term and Termination. This Agreement shall become effective when it has been duly executed by all Participants, and delivered to and executed by NCPA (the "Effective Date"). NCPA shall notify all Participants in writing of the Effective Date. The Term of this Agreement shall be coterminous with the PPA, and shall commence on the Effective Date, and shall continue through the term of the PPA.

Section 11. Withdrawal of Participants. No Participant may withdraw from this Agreement except as otherwise provided for herein.

Section 12. Settlement of Disputes and Arbitration. The Parties agree to make best efforts to settle all disputes among themselves connected with this Agreement as a matter of normal business under this Agreement. The procedures set forth in Section 10 of the

Power Management and Administrative Services Agreement shall apply to all disputes that cannot be settled by the Participants themselves; provided, that the provisions of Section 4.5 shall first apply to all disputes involving invoices prepared by NCPA.

Section 13. Miscellaneous

13.1 Confidentiality. The Parties will keep confidential all confidential or trade secret information made available to them in connection with this Agreement, to the extent possible, consistent with applicable laws, including the California Public Records Act. Confidential or trade secret information shall be marked or expressly identified as such.

If a Party ("Receiving Party") receives a request from a Third Party for access to, or inspection, disclosure or copying of, any other Party's (the "Supplying Party") confidential data or information, which the Receiving Party has possession of ("Disclosure Request"), then the Receiving Party shall provide notice and a copy of the Disclosure Request to the Supplying Party within three (3) Business Days after receipt of the Disclosure Request. Within three (3) Business Days after receipt of such notice, the Supplying Party shall provide notice to the Receiving Party either:

(i) that the Supplying Party believes there are reasonable legal grounds for denying or objecting to the Disclosure Request, and the Supplying Party requests the Receiving Party to deny or object to the Disclosure Request with respect to identified confidential information. In such case, the Receiving Party shall deny the Disclosure Request and the Supplying Party shall defend the denial of the Disclosure Request at its

sole cost, and it shall indemnify the Receiving Party for all costs associated with denying or objecting to the Disclosure Request. Such indemnification by the Supplying Party of the Receiving Party shall include all of the Receiving Party's costs reasonably incurred with respect to denial of or objection to the Disclosure Request, including but not limited to costs, penalties, and the Receiving Party's attorney's fees; or

(ii) that the Receiving Party may grant the Disclosure Request without any liability by the Receiving Party to the Supplying Party.

13.2 Indemnification and Hold Harmless. Subject to the provisions of Section 13.4, each Participant agrees to indemnify, defend and hold harmless NCPA and its Members, including their respective governing boards, officials, officers, agents, and employees, from and against any and all claims, suits, losses, costs, damages, expenses and liability of any kind or nature, including reasonable attorneys' fees and the costs of litigation, including experts, to the extent caused by any acts, omissions, breach of contract, negligence (active or passive), gross negligence, recklessness, or willful misconduct of that Participant, its governing officials, officers, employees, subcontractors or agents, to the maximum extent permitted by law.

13.3 Several Liabilities. No Participant shall, in the first instance, be liable under this Agreement for the obligations of any other Participant or for the obligations of NCPA incurred on behalf of other Participants. Each Participant shall be solely responsible and liable for performance of its obligations under this Agreement, except as otherwise

provided for herein. The obligation of each Participant under this Agreement is, in the first instance, a several obligation and not a joint obligation with those of the other Participants.

Notwithstanding the foregoing, the Participants acknowledge that any debts or obligations incurred by NCPA under this Agreement on behalf of any of them shall be borne solely by such Participants in proportion to their respective Project Participation Percentages, and not by non-Participant Members of NCPA, pursuant to Article IV, Section 3(b) of the Joint Powers Agreement.

In the event that a Participant should fail to pay its share of the debts or obligations incurred by NCPA as required by this Agreement, the remaining Participants shall, in proportion to their Project Participation Percentages, pay such unpaid amounts and shall be reimbursed by the Participant failing to make such payments.

13.4 No Consequential Damages. FOR ANY BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE HEREBY WAIVED. IF NO REMEDY OR MEASURE OF DAMAGE IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE HEREBY WAIVED. IN NO EVENT SHALL NCPA OR ANY

PARTICIPANT OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, REPRESENTATIVES, DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE, OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOSS OF USE, LOSS OF GOODWILL, LOST REVENUES, LOSS OF PROFIT OR LOSS OF CONTRACTS EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NCPA AND EACH PARTICIPANT EACH HEREBY WAIVES SUCH CLAIMS AND RELEASES EACH OTHER AND EACH OF SUCH PERSONS FROM ANY SUCH LIABILITY.

The Parties acknowledge that California Civil Code section 1542 provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Parties waive the provisions of section 1542, or other similar provisions of law, and intend that the waiver and release provided by this Section of this Agreement shall be fully enforceable despite its reference to future or unknown claims.

13.5 Waiver. No waiver of the performance by a Party of any obligation under this Agreement with respect to any default or any other matter arising in connection with this Agreement shall be effective unless given by the Commission or the governing body of a Participant, as applicable. Any such waiver by the Commission in any particular

instance shall not be deemed a waiver with respect to any subsequent performance, default or matter.

13.6 Amendments. Except where this Agreement specifically provides otherwise, this Agreement may be amended only by written instrument executed by the Parties with the same formality as this Agreement.

13.7 Assignment of Agreement.

13.7.1 Binding Upon Successors. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties to this Agreement.

13.7.2 No Assignment. Neither this Agreement, nor any interest herein, shall be transferred or assigned by a Party hereto except with the consent in writing of the other Parties hereto, which consent shall not be unreasonably withheld.

13.8 Severability. In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless the court holds that such provisions are not severable from all other provisions of this Agreement.

13.9 Governing Law. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

13.10 Headings. All indices, titles, subject headings, section titles and similar items are provided for the purpose of convenience and are not intended to be inclusive, definitive, or affect the meaning of the contents of this Agreement or the scope thereof.

13.11 Notices. Any notice, demand or request required or authorized by this Agreement to be given to any Party shall be in writing, and shall either be personally delivered to a Participant's Commissioner or Alternate, and to the General Manager, or shall be transmitted to the Participant and the General Manager at the addresses shown on the signature pages hereof. The designation of such addresses may be changed at any time by written notice given to the General Manager who shall thereupon give written notice of such change to each Participant. All such notices shall be deemed delivered when personally delivered, two (2) Business Days after deposit in the United States mail first class postage prepaid, or on the first Business Day following delivery through electronic communication.

13.12 Warranty of Authority. Each Party represents and warrants that it has been duly authorized by all requisite approval and action to execute and deliver this Agreement and that this Agreement is a binding, legal, and valid agreement enforceable in accordance with its terms. Upon execution of this Agreement, each Participant shall deliver to NCPA a resolution of the governing body of such Participant evidencing approval of and authority to enter into this Agreement.

13.13 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all the signatories to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

13.14 Venue. In the event that a Party brings any action 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.

13.15 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, then each Party shall bear its own fees and costs, including attorneys' fees, associated with the action.

13.16 Counsel Representation. Pursuant to the provisions of California Civil Code Section 1717 (a), each of the Parties were represented by counsel in the negotiation and execution of this Agreement and no one Party is the author of this Agreement or any of its subparts. Those terms of this Agreement which dictate the responsibility for bearing any attorney's fees incurred in arbitration, litigation or settlement in a manner inconsistent

with the provisions of Section 13.2 were intentionally so drafted by the Parties, and any ambiguities in this Agreement shall not be interpreted for or against a Party by reason of that Party being the author of the provision.

13.17 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties, by any third person or any Third Parties, to be for the benefit of any Third Party, nor shall any Third Party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by the Parties of any of the provisions of this Agreement.

IN WITNESS WHEREOF, NCPA and each Participant have, by the signature of its duly authorized representative shown below, executed and delivered a counterpart of this Agreement.

NORTHERN CALIFORNIA
POWER AGENCY
651 Commerce Drive
Roseville, CA 95678

CITY OF SANTA CLARA
1500 Warburton Avenue
Santa Clara, CA 95050

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form:

Approved as to form:

By: _____
Its: General Counsel
Date: _____

By: _____
Its: City Attorney
Date: _____

Attestation (if applicable):

Attestation (if applicable):

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

EXHIBIT A
PROJECT PARTICIPATION PERCENTAGES

The following is a list of the Participants who are signatory to this Agreement, and their respective Project Participation Percentage share of the Project.

Participants

City of Santa Clara; 6.8 MW or 100.00%

EXHIBIT B

PPA

The Power Purchase Agreement between South Sutter Water District and Northern California Power Agency has been attached to this Agreement as Exhibit B.

POWER PURCHASE AGREEMENT

BETWEEN

SOUTH SUTTER WATER DISTRICT

AND

NORTHERN CALIFORNIA POWER AGENCY

Dated as of [_____] , 20[]

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**POWER PURCHASE AGREEMENT
BETWEEN
SOUTH SUTTER WATER DISTRICT
AND
NORTHERN CALIFORNIA POWER AGENCY**

THIS POWER PURCHASE AGREEMENT (this "*Agreement*"), dated as of this [] day of [], 20[], is being entered into by and between the NORTHERN CALIFORNIA POWER AGENCY ("*Buyer*"), a joint powers agency and a public entity organized under the laws of the State of California and created under the provisions of the California Joint Exercise of Powers Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, beginning at California Government Code Section 6500, et. seq., ("*Act*") and the "Amended and Restated Northern California Power Agency Joint Powers Agreement" entered into pursuant to the provisions of the Act among Buyer and Buyer's members, dated as of January 1, 2008, and SOUTH SUTTER WATER DISTRICT, an independent special district formed under the Irrigation Code of the State of California ("*Seller*"). Each of Buyer and Seller is referred to individually in this Agreement as a "*Party*" and together as the "*Parties*."

RECITALS

WHEREAS, Buyer's members have adopted or are adopting policies that are designed to increase the amount of energy that they provide to their retail customers from eligible renewable energy resources and carbon free resources to comply with the California Renewable Energy Resources Act and other applicable requirements; and

WHEREAS, Seller owns and operates the Camp Far West Hydroelectric facility, consisting of a 6.8 megawatt hydroelectric project located at Camp Far West Reservoir in Placer County, California (the "Facility") which generates electrical energy and capacity on a run-of-river basis associated with the release of water for environmental and irrigation purposes; and

WHEREAS, the Seller's license for the Facility, FERC license no. P-2997, was issued for a period ending June 30, 2021; on June 29, 2019, Seller filed an Application for a New License, as amended, pursuant to the Federal Power Act of FERC's regulations thereunder; and Seller currently operates the Facility under an annual license issued from year-to-year under the terms and conditions of the prior license until a new license is issued, or the project is otherwise disposed of as provided in the Federal Power Act; and

WHEREAS, the Facility is an eligible renewable energy resource certified by the CEC; and

WHEREAS, Buyer is interested in purchasing Products from the Facilities; and

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain Facility Energy, Capacity Rights, Environmental Attributes, and ancillary products for the purchase price set forth in Appendix A; and

WHEREAS, the Parties desire to set forth the terms and conditions pursuant to which such sales and purchases shall be made.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions.

The following terms in this Agreement and the appendices hereto shall have the following meanings when used with initial capitalized letters:

“Act” has the meaning set forth in the preamble of this Agreement.

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or, as is appropriate given the context, is a director or officer of such Person or of an Affiliate of such Person. As used in this Agreement, “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the preamble of this Agreement, and includes the Appendices attached hereto.

“Agreement Term” has the meaning set forth in Section 2.2(a).

“ASME” means American Society of Mechanical Engineers.

“Assumed Daily Deliveries” has the meaning set forth in Section 11.3(c).

“ASTM” means American Society for Testing and Materials.

“Authorized Auditors” means representatives of Buyer or Buyer’s Authorized Representative who are authorized to conduct audits on behalf of Buyer.

“Authorized Representative” means, with respect to each Party, the Person designated as such Party’s authorized representative pursuant to Section 12.1.

“Available Generating Capacity” means the Contract Capacity less the amount of capacity that is not available due to an outage.

“Availability Incentive Payment” has the meaning set forth in the CAISO Tariff.

“Availability Standard” has the meaning set forth in the CAISO Tariff.

“AWS” means American Welding Society.

“Bankruptcy” means any case, action or proceeding under any bankruptcy, reorganization, debt arrangement, insolvency or receivership law or any dissolution or liquidation proceeding commenced by or against a Person and, if such case, action or proceeding is not commenced by such Person, such case, action or proceeding shall be consented to or acquiesced in by such Person or shall result in an order for relief or shall remain undismissed for ninety (90) days.

“Brown Act” has the meaning set forth in Section 12.21(b).

“Business Day” means any day that is not a Saturday, a Sunday, or a day on which commercial banks are authorized or required to be closed in Los Angeles, California or New York, New York.

“Buyer” has the meaning set forth in the preamble of this Agreement.

“Cal-OSHA” means the California Occupational Safety & Health Administration.

“CAISO” means the California Independent System Operator.

“CAISO Credit” has the meaning set forth in Appendix A.

“CAISO Costs” means all current and future costs, expenses, fees, charges, credits and other amounts assessed by the CAISO to Seller or to Buyer in connection with the Facility, including, but not limited to grid management charges, imbalance energy costs, settlement neutrality costs, deviation settlement costs, and Scheduling Coordinator account registration fees.

“CAISO Master File” has the meaning set forth in the CAISO Tariff.

“CAISO Tariff” means the CAISO FERC Electric Tariff, Fifth Replacement Volume, including the rules, protocols, procedures and standards attached thereto and any replacement thereof or successor thereto in effect.

“CAMD” means the Clean Air Markets Division of the EPA and any other state, regional or federal or intergovernmental entity or Person that is given authorization or jurisdiction or both over a program involving the registration, validation, certification or transferability of Environmental Attributes.

“Capacity Rights” means the rights, whether in existence as of the Effective Date or arising thereafter during the Agreement Term, to capacity, Resource Adequacy Attributes, Local Capacity Requirement Attributes, flexible capacity attributes, operating reserves, regulation services, and other associated attributes or reserves, or any of the foregoing as may in the future be defined by the CAISO, or any other balancing authority, reliability entity or Governmental Authority, associated with the electric generating capability of the Facilities, including the right to resell such rights.

“Capacity Payment” has the meaning set forth in Appendix A.

“CEC” means California’s State Energy Resources Conservation and Development Commission, also known as the California Energy Commission.

“CEC Certified” means that the CEC has certified that the Facility is an eligible renewable energy resource in accordance with RPS Law.

“CEC Performance Standard” means, at any time, the applicable greenhouse gas emissions performance standard in effect at such time for electric generation facilities that are owned or operated (or both) by local publicly owned electric utilities, or for which a local publicly owned electric utility has entered into a contractual agreement for the purchase of power from such facilities, as established by the CEC or other Governmental Authority having jurisdiction over Buyer.

“CEQA” means the California Environmental Quality Act, California Public Resources Code §§ 21000, et seq.

“Change in Law” means a material change to any WREGIS standards, rules, or requirements, or a change to any federal, state, local or other law (including any environmental law, EPS Law or RPS Law), resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval of a Governmental Authority, including the adoption of any new law, resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval.

“Compliance Showings” means the applicable load serving entities compliance with the resource adequacy requirements of its applicable regulatory authority for an applicable Showing Month.

“Conditional Use Permit” means the conditional use permits for the Facility and the site.

“Confidential Information” has the meaning set forth in Section 12.21(a).

“Contract Capacity” means the amount of installed Facility capacity set forth in Appendix B.

“Contract Price” means, for any period of time, the Contract Price set forth in Appendix A.

“Contract Year” means (a) with respect to the first (1st) Contract Year, the period beginning on the Initial Delivery Date and extending through December 31 of the calendar year in which the Initial Delivery Date occurs, (b) with respect to the second (2nd) through the twentieth (20th) Contract Years, the applicable calendar year, and (c) with respect to the twenty first (21st) Contract Year, the period beginning on January 1 of the applicable calendar year and extending through the day before the anniversary of the Initial Delivery Date.

“Costs” has the meaning set forth in Section 11.3(f)(iii).

“CPRA” has the meaning set forth in Section 12.21(b).

“Curtailed Period” means a period of time during the Delivery Term during which the generation of Facility Energy is required to be curtailed or reduced (in whole or part) as a result of an order, direction, alert, request, notice, instruction or directive from a Transmission Provider, the CAISO, WECC, NERC, or any other reliability entity due to (a) a System Emergency, (b) system improvements, curtailments, or scheduled and unscheduled repairs or maintenance at or downstream from the Point of Delivery, (c) an event of Force Majeure at or downstream from the Point of Delivery, (d) over-generation or any other reason adversely affecting the normal function and operation of the CAISO grid or a Transmission Provider’s system, as may from time to time be identified by the CAISO, the Transmission Provider, WECC, NERC, or any other reliability entity.

“Day-Ahead Market” has the meaning set forth in the CAISO Tariff.

“Default” has the meaning set forth in Section 11.1.

“Defaulting Party” has the meaning set forth in Section 11.1.

“Delivery Term” has the meaning set forth in Section 2.2(b).

“Dispute” has the meaning set forth in Section 12.3(a).

“Dispute Notice” has the meaning set forth in Section 12.3(a).

“Early Termination Date” has the meaning set forth in Section 11.3(a).

“EEI” means Edison Electric Institute.

“Effective Date” means the date on which Buyer and Seller have both executed this Agreement.

“Electric Metering Devices” means all meters, metering equipment, and data processing equipment used to measure, record, or transmit data relating to the Facility Energy. Electric Metering Devices include the metering current transformers and the metering voltage transformers.

“Energy” means electrical energy.

“Energy Payment” has the meaning set forth in Appendix A.

“Energy Rate” has the meaning set forth in Appendix A.

“Environmental Attribute Reporting Rights” means all rights to report ownership of the Environmental Attributes to any Person, including under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise.

“Environmental Attributes” means RECs, and any and all other current or future credits, benefits, emissions reductions, offsets or allowances, howsoever entitled, named, registered, created, measured, allocated or validated (A) that are at any time recognized or deemed of value (or both) by Buyer, applicable law, or any voluntary or mandatory program of any other Governmental Authority or other Person and (B) that are attributable to (i) generation by the Facility during the Delivery Term and (ii) the emissions or other environmental characteristics of such generation or its displacement of conventional or other types of Energy generation. Environmental Attributes include any of the aforementioned arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, carbon, or any other greenhouse gas or chemical compound, particulate matter, soot, or mercury, or implementing the United Nations Framework Convention on Climate Change (the “UNFCCC”), the Kyoto Protocol to the UNFCCC, California’s greenhouse gas legislation (including RPS Law and California Assembly Bill 32 (Global Warming Solutions Act of 2006) and any regulations implemented pursuant to that act, including any compliance instruments accepted under the California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms regulations of the California Air Resources Board or any successor regulations thereto) or any similar international, federal, state or local program or crediting “early action” with a view thereto, laws or regulations involving or administered by the CAMD and all Environmental Attribute Reporting Rights, including all evidences (if any) thereof such as renewable energy certificates of any kind. Environmental Attributes for purposes of this definition are separate from the Energy produced from the Facility and do not include (a) investment tax credits, any local, state or federal production tax credits, depreciation deductions or other tax credits providing a tax benefit to Seller or any other Person based on an ownership or security interest in the Facility, (b) any other depreciation deductions and benefits, and other tax benefits arising from ownership of the Facility and (c) cash grants or other financial incentives from any local, state or federal government available to Seller with respect to the Facility.

“Environmental Attribute Payment” has the meaning set forth in Appendix A.

“EPA” means the United States Environmental Protection Agency.

“EPS Compliance” or **“EPS Compliant”** when used with respect to the Facility, means that the Facility satisfies both the PUC Performance Standard and the CEC Performance Standard in effect at the time; *provided*, if it is impossible for the Facility to satisfy both the PUC Performance Standard and the CEC Performance Standard in effect at any time, the Facility shall be deemed EPS Compliant if it satisfies the CEC Performance Standard in effect at the time and those portions of the PUC Performance Standard in effect at the time that it is possible for the Facility to satisfy while at the same time satisfying the CEC Performance Standard in effect at the time.

"EPS Law" means Sections 8340 and 8341 of the California Public Utilities Code or its successor or comparable state or federal programs.

"Facility" means the 6.8 megawatt hydroelectric project described in the Recitals hereto, and Appendix B, including all property interests and related Interconnection Facilities owned by Seller.

"Facility Energy" means Energy generated by the Facility, less station load, transformation losses and transmission losses to the Point of Delivery, as measured by CAISO-approved Electric Metering Devices.

"FERC" means the Federal Energy Regulatory Commission.

"Force Majeure" has the meaning set forth in Section 12.6(b).

"Force Majeure Notice" has the meaning set forth in Section 12.6(a).

"Forced Outage" means the removal of service availability of the Facility, or any portion of the Facility, for emergency reasons or conditions in which the Facility, or any portion thereof, is unavailable due to unanticipated failure, including as a result of Force Majeure.

"Full Capacity Deliverability Status" or **"FCDS"** has the meaning set forth in the CAISO Tariff.

"GAAP" means generally accepted accounting principles set forth in opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession, in each case as the same are applicable to the circumstances as of the date of determination.

"Gains" has the meaning set forth in Section 11.3(f)(i).

"Governmental Authority" means any federal, state, regional, city or local government, any intergovernmental association or political subdivision thereof, or other governmental, regulatory or administrative agency, court, commission, administration, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority with jurisdiction over the Parties, the Facility, or this Agreement, or any Person acting as a delegate or agent of any Governmental Authority; provided that "Governmental Authority" specifically excludes Buyer, any successor or assignee of Buyer and the Participating Members.

"IEEE" means the Institute of Electrical and Electronics Engineers.

"Indemnitees" has the meaning set forth in Section 12.19(a).

"Insurance" means the policies of insurance as set forth in Appendix E.

“Interest Rate” has the meaning set forth in Section 9.3.

“Initial Delivery Date” means _____, 20__ and is the first day of the Delivery Term.

“ISA” means the Instrument Society of America.

“Interconnection Agreement” means the interconnection agreement entered into by Seller pursuant to which the Facility will be interconnected with the Transmission System, and pursuant to which Seller’s Interconnection Facilities and any other Interconnection Facilities will be constructed, operated and maintained during the Delivery Term.

“Interconnection Facilities” means the interconnection facilities, control and protective devices and metering facilities required to connect the Facility with the Transmission System in accordance with the Interconnection Agreement.

“Licensed Professional Engineer” means an independent, professional engineer reasonably acceptable to Buyer, licensed in the State of California, and otherwise qualified to perform the work required hereunder.

“Lien” means any mortgage, deed of trust, lien, security interest, retention of title or lease for security purposes, pledge, charge, encumbrance, equity, attachment, claim, easement, right of way, covenant, condition or restriction, leasehold interest, purchase right or other right of any kind, including any option, of any other Person in or with respect to any real or personal property.

“Local Capacity Requirement Attributes” means the benefits or attributes now or existing in the future based on the procurement obligations of Buyer with respect to local resource capacity requirements as prescribed by the PUC, the CAISO or other regional entity, and that are associated with the electric generating capability of the Facility.

“Locational Marginal Price” or **“LMP”** has the meaning set forth in the CAISO Tariff.

“Losses” has the meaning set forth in Section 11.3(f)(ii).

“Major Maintenance Blockout” has the meaning set forth in Section 3.5(a).

“Month” means a calendar month commencing at 00:00 Pacific Prevailing Time on the first day of such month and ending at 24:00 Pacific Prevailing Time on the last day of such month.

“MW” means megawatt in alternating current, or ac.

“MWh” means megawatt-hours.

“NERC” means the North American Electric Reliability Corporation.

“Net Qualifying Capacity” has the meaning set forth in the CAISO Tariff; provided, however, the amount of Net Qualifying Capacity provided by the Facility shall be equal to the amount of Resource Adequacy Capacity that is eligible to be used by Buyer to satisfy Compliance Showing requirements, including adjustments to account for Facility availability, operational limitations and Scheduled Outages. Buyer and Seller further agree and acknowledge that the amount of Resource Adequacy Capacity supplied from the Facility is being provided on an as-available basis, whereby Seller may provide written notice to Buyer at least sixty-five (65) days before the relevant deadline for the corresponding Compliance Showings applicable to the relevant Showing Month (“NQC Reduction Notice”) that the amount of Net Qualifying Capacity that will be supplied from the Facility is less than the amount of Net Qualifying Capacity that would otherwise be supplied from the Facility without such noticed reduction. Upon receiving a NQC Reduction Notice, the reduced amount of Resource Adequacy Capacity that is provided in the NQC Reduction Notice will be treated as the Net Qualifying Capacity amount for the Facility for the relevant Showing Month, subject to adjustments to account for Facility availability, operational limitations and Scheduled Outages.

“Non-Availability Charge” has the meaning set forth in the CAISO Tariff.

“Non-Defaulting Party” has the meaning set forth in Section 11.3(a).

“Notifying Party” has the meaning set forth in Section 12.3(a).

“OSHA” means the Occupational Safety and Health Administration of the United States Department of Labor.

“Pacific Prevailing Time” means the local time in the State of California.

“Participating Members” means the City of Santa Clara (d.b.a., Silicon Valley Power).

“Party” or **“Parties”** has the meaning set forth in the preamble of this Agreement.

“Permits” means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, certifications, self-certifications, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described that are required to be filed, submitted, obtained or maintained by any Person with respect to the development, siting, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, start-up, testing, operation or maintenance of the Facility, the production, sale and delivery of Products from the Facility, including Facility Energy, Capacity Rights and Environmental Attributes, or any other transactions or matter contemplated by this Agreement (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements), including the, Conditional Use Permit, CEQA determinations and the Permits as may be applicable.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, unincorporated organization, entity, government or other political subdivision.

“PNode” means the CAISO Pricing Node for the Facility as defined in the CAISO Tariff to be established by CAISO, as set forth in Appendix B.

“Point of Delivery” means the Point of Interconnection for the Facility.

“Point of Interconnection” has the meaning set forth in Appendix B.

“Present Value Rate” means, at any date, the sum of 0.50% plus the yield reported on page “USD” of the Bloomberg Financial Markets Services Screen (or, if not available, any other nationally-recognized trading screen reporting on-line intraday trading in United States government securities) at 11:00 a.m. (New York City, New York time) for the United States government securities having a maturity that most nearly matches the Remaining Term at that date.

“Products” means any and all Facility Energy, Capacity Rights, Environmental Attributes, and ancillary products, services or attributes similar to the foregoing that are or can be produced by, or are associated with, the Facility, whether now attainable or established in the future, including delivered energy, renewable attributes, operating reserves and renewable energy credits.

“Prudent Utility Practices” means those practices, methods, and acts, that are commonly used by a significant portion of the hydroelectric electric generation industry in prudent engineering and operations to design, construct, and operate and maintain electric equipment lawfully and with safety, dependability, reliability, efficiency, and economy, including any applicable practices, methods, acts, guidelines, standards and criteria of the CAISO, FERC, NERC, WECC, as each may be amended from time to time, and all applicable Requirements of Law. Prudent Utility Practices are not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the hydroelectric generation industry.

“Public Utilities Code” means the Public Utilities Code of the State of California, as may be amended from time to time.

“PUC” means the California Public Utilities Commission and any successor thereto.

“PUC Performance Standard” means, at any time, the greenhouse gas emission performance standard in effect at such time for electric generation facilities owned or operated (or both) by load-serving entities and not local publicly-owned electric utilities, or for which a load-serving entity and not a local publicly owned electric utility has entered into a contractual agreement for the purchase of power from such facilities, as established by the PUC or other Governmental Authority under the EPS Law.

“QRE” has the meaning set forth in Section 7.4.

“RA Capacity Rate” has the meaning set forth in Appendix A.

“RA Deficiency Amount” means the liquidated damages payment that Seller shall pay to Buyer for an applicable RA Shortfall Month as calculated in accordance with Section 8.4.

“RA Shortfall Month” means, for purpose of calculating an RA Deficiency Amount under Section 8.4, any month which the amount of Resource Adequacy Capacity supplied from the Facility for such month was less than the Net Qualifying Capacity for such month.

“Real-Time Market” has the meaning set forth in the CAISO Tariff.

“REC” or “Renewable Energy Credit” means a certificate of proof associated with the generation of electricity from an eligible renewable energy resource, which certificate is issued through the accounting system established, used or approved by the CEC pursuant to the RPS Law, evidencing that one (1) MWh of Energy was generated and delivered from such eligible renewable energy resource. Such certificate is a tradable environmental commodity (also known as a “green tag” or “renewable energy certificate”) for which the owner of the REC can evidence that it has purchased Energy that is CEC Certified.

“REC Rate” has the meaning set forth in Appendix A.

“Recipient Party” has the meaning set forth in Section 12.3(a).

“Remaining Term” means, at any date, the remaining portion of the Delivery Term at that date without regard to any early termination of this Agreement.

“Replacement RA” has the meaning set forth in Section 8.4(c).

“Requirements” means, collectively, (a) any standards or requirements of ASTM, ASME, AWS, EPA, EEI, IEEE, ISA, National Electrical Code, NERC, National Electric Safety Code, OSHA, Cal-OSHA, Uniform Building Code, or Uniform Plumbing Code applicable to the design or construction of the Facility, (b) any applicable local county fire department standards or codes, (c) Prudent Utility Practices, (d) FERC licenses, and federal and state dam safety regulation, (e) all applicable Requirements of Law, including the UCC, and (f) all other requirements of this Agreement.

“Requirement of Law” means any federal, state, local or other law (including any environmental law, EPS Law or RPS Law), resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, license or approval of a Governmental Authority, including those pertaining to electrical, building, zoning, environmental, dam safety, cyber and physical security, and occupational safety and health requirements.

“Resource Adequacy Attributes” of “Resource Adequacy Capacity” means the benefits or attributes, including flexible attributes, if any, now or existing in the future based on the procurement obligations of Buyer with respect to Resource Adequacy as prescribed by the PUC, the CAISO or any other regional entity, and that are associated with the electric generating capability of the Facility.

“RPS Compliance” or **“RPS Compliant”** means, when used with respect to the Facility, that all Energy generated by such facility at all times shall, together with all of the associated Environmental Attributes, qualify as a “portfolio content category 1” eligible renewable resource, as such term is defined in Public Utilities Code Section 399.12 or Section 399.16, or equivalent if the RPS Law is changed, under the RPS Law.

“RPS Law” means the California Renewable Energy Resources Act, including the California Renewables Portfolio Standard Program, Article 16 of Chapter 2.3, Division 1 of the Public Utilities Code, California Public Resources Code § 25740 through 25751, any related regulations or guidebooks promulgated by the CEC or, as applicable, the PUC or its successor or equivalent state or federal programs.

“SCADA” means the supervisory control and data acquisition system for the Facility.

“Schedule” or **“Scheduling”** means the actions of Seller and Buyer, their Authorized Representatives, the Scheduling Coordinator and the Transmission Providers, if applicable, of notifying, requesting and confirming to the CAISO the amounts of Facility Energy expected to be delivered consistent with the Scheduling Interval at the Point of Delivery on any given date during the Delivery Term, all in the manner contemplated by the CAISO Tariff.

“Scheduled Outage” means any outage with respect to the Facility other than a Forced Outage.

“Scheduled Outage Projection” has the meaning set forth in Section 3.5(a).

“Scheduling Coordinator” has the meaning set forth in the CAISO Tariff.

“Seller” has the meaning set forth in the preamble of this Agreement.

“Settlement Interval” has the meaning set forth in the CAISO Tariff.

“Settlement Statement” has the meaning set forth in the CAISO Tariff.

“Showing Month” means the calendar month of the Delivery Period that is subject of the related Compliance Showing.

“Subcontract” means any agreement or contract entered into on or after the Effective Date by Seller and a Person other than Buyer, which Person is providing goods or services to Seller that are related to the performance of Seller’s obligations under this Agreement. Subcontracts specifically include any agreement or contract that is referred to or defined as a “subcontract” in the policies, ordinances, codes or laws with which Seller must comply pursuant to this Agreement, or that is made with a “subcontractor” as such term is used or defined in such policies, ordinances, codes, or laws.

“Subcontractor” means any party to a Subcontract with Seller.

“System Emergency” means each of the following: (i) “System Emergency” as set forth in the CAISO Tariff and (ii) a condition or situation that in the judgment of Buyer (a) is imminently likely to endanger life or property; or (b) is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, reliability of, or damage to the Transmission System, Transmission Provider’s interconnection facilities (as defined in the Interconnection Agreement) or the transmission systems of others to which the Transmission System is directly connected.

“Tax” or “Taxes” means each federal, state, county, local and other (a) net income, gross income, gross receipts, sales, use, ad valorem, business or occupation, transfer, franchise, profits, withholding, payroll, employment, excise, property or leasehold tax and (b) customs, duty or other fee, assessment or charge of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amount with respect thereto.

“Termination Notice” has the meaning set forth in Section 11.3(a).

“Termination Payment” means a payment in an amount equal to the Non-Defaulting Party’s (a) Losses, plus (b) Costs, minus (c) Gains; *provided, however*, that if such amount is a negative number, the Termination Payment shall be equal to zero.

“Transmission Provider” means the Person operating the Transmission System to and from the Point of Delivery.

“Transmission Services” means the transmission and other services required to transmit Facility Energy to or from the Point of Delivery.

“Transmission System” means the facilities utilized to provide Transmission Services.

“Unexcused Cause” has the meaning set forth in Section 12.6(b).

“UNFCCC” has the meaning set forth in the definition of “Environmental Attributes.”

“WECC” means the Western Electricity Coordinating Council.

“WREGIS” means Western Renewable Energy Generation Information System.

“WREGIS Certificates” has the meaning set forth in Section 7.4.

“WREGIS Operating Rules” means the rules describing the operations of the WREGIS, as published by WREGIS.

Other terms defined herein have the meanings so given when used in this Agreement with initial-capitalized letters.

Section 1.2 Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) time is of the essence;
- (b) the singular number includes the plural number and vice versa;
- (c) reference to any Person includes such Person's successors and assigns (regardless of whether such Person's successors and assigns are expressly referenced in the provision) but, in case of a Party hereto, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (d) reference to any gender includes the other;
- (e) reference to any agreement (including this Agreement), document, act, statute, law, instrument, tariff or Requirement means such agreement, document, act, statute, law, instrument, or tariff, or Requirement, as amended, modified, replaced or superseded and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, regardless of whether the reference to the agreement, document, act, statute, law, instrument, tariff, or Requirement expressly refers to amendments, modifications, replacements, or successors;
- (f) reference to any Article, Section, or Appendix means such Article of this Agreement, Section of this Agreement, or such Appendix to this Agreement, as the case may be, and references in any Article or Section or definition to any clause means such clause of such Article or Section or definition;
- (g) "hereunder," "hereof," "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or Section or other provision hereof or thereof;
- (h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term, regardless of whether words such as "without limitation" are expressly included in the applicable provision;
- (i) relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding" and "through" means "through and including";
- (j) unless otherwise indicated, reference to time shall always refer to Pacific Prevailing Time; and reference to any "day" shall mean a calendar day, unless otherwise indicated; and
- (k) the term "or" is not exclusive, regardless of whether "and/or" is used in the applicable provision.

ARTICLE II

EFFECTIVE DATE, TERM, AND EARLY TERMINATION

Section 2.1 Effective Date. This Agreement is effective as of the Effective Date. On or prior to the Effective Date, each of the following has occurred: (a) both Parties have executed and delivered this Agreement; (b) Buyer has received copies of all requisite resolutions and incumbency certificates of Seller and any other documents evidencing all actions taken by Seller to authorize the execution and delivery of this Agreement, such resolutions to be certified as of the Effective Date by an authorized representative of Seller; and (b) Seller has received copies of all requisite resolutions and incumbency certificates of Buyer authorizing the execution and delivery of this Agreement, such resolutions to be certified as of the Effective Date by an authorized official of Buyer.

Section 2.2 Term.

(a) **Agreement Term.** The term of this Agreement (the “*Agreement Term*”) shall commence on the Effective Date and end on the last day of the Delivery Term, or upon the earlier termination of this Agreement in accordance with the terms hereof.

(b) **Delivery Term.** This Agreement shall have a delivery term (the “*Delivery Term*”) commencing on the Initial Delivery Date and ending at 11:59 pm on the day before the twentieth (20th) anniversary of the Initial Delivery Date, unless sooner terminated in accordance with the terms of this Agreement.

Section 2.3 Survivability. The provisions of this ARTICLE II, ARTICLE X, ARTICLE XI, Section 12.9 and Section 12.21 shall survive for a period of one year following the termination of this Agreement. The provisions of ARTICLE IX shall survive for a period of four (4) years following final payment made by Buyer hereunder or the expiration or termination date of this Agreement, whichever is later. The provisions of ARTICLE V, ARTICLE VII, and ARTICLE VIII shall continue in effect after termination to the extent necessary to provide for final billing, adjustments, and deliveries related to any period prior to termination of this Agreement.

Section 2.4 Early Termination.

(a) **Early Termination by Mutual Agreement.** This Agreement may be terminated by mutual written agreement of the Parties.

(b) **Early Termination for Default.** Upon the occurrence of a Default, the Non-Defaulting Party may terminate this Agreement as set forth in Section 11.3.

(c) **Early Termination for Force Majeure.** This Agreement may be terminated pursuant to Section 12.6(c).

(d) **Early Termination for Failure to Maintain CEC Certification.** This Agreement may be terminated pursuant to Section 6.8(a).

(e) **Effect of Termination.** Except as otherwise provided herein, any early termination of this Agreement under this Section 2.4 shall be without prejudice to the rights and remedies of a Party for Defaults occurring prior to such termination.

ARTICLE III OPERATION AND MAINTENANCE OF THE FACILITY

Section 3.1 General Operational Requirements. Seller shall, at all times:

(a) At its sole expense, operate and maintain the Facility (i) in accordance with the Requirements and (ii) in a manner that is reasonably likely to result in a useful life for the Facility of not less than the Delivery Term;

(b) Use qualified and trained personnel for managing, operating and maintaining the Facility and for coordinating with Buyer, and ensure that necessary personnel are available on-site or on-call twenty-four (24) hours per day during the Delivery Term;

(c) Operate and maintain the Facility with due regard for the safety, security and reliability of the Interconnection Facilities and Transmission System;

(d) Operate and maintain the Facility in accordance with the CAISO Tariff and other applicable requirements, including, but not limited to, submitting Facility technical and modeling information to the CAISO; and

(e) Operate and maintain the Facility in accordance with Prudent Utility Practices.

Section 3.2 Operation and Maintenance Plan.

(a) Seller shall devise and implement a plan of inspection, maintenance, and repair for the Facility and the components thereof in order to maintain such equipment in accordance with Prudent Utility Practices, and shall keep records with respect to inspections, maintenance, and repairs thereto. The aforementioned plan and all records of such activities shall be available for inspection by Buyer during Seller's regular business hours upon reasonable notice.

(b) In addition to the other required and preventative maintenance actions required by this Agreement, Seller shall: (i) conduct regular visual equipment inspections and log significant parameters; (ii) identify and perform all preventative maintenance requirements for the following calendar year; (iii) schedule and assign routine maintenance during operations, planned outages, as well as maintenance that can be conducted in parallel; (iv) conduct periodic maintenance to various equipment; (v) conduct periodic quality assurance and quality control activities and inspections; and (vi) hire Subcontractors, as applicable to meet the Facility's maintenance, betterment, and improvement needs.

Section 3.3 Decommissioning and Other Costs. Buyer shall not be responsible for any cost of decommissioning or demolition of the Facility or any environmental or other liability

associated with the decommissioning or demolition of the Facility without regard to the timing or cause of the decommissioning or demolition.

Section 3.4 Environmental Credits. Seller shall, if applicable, obtain in its own name and at its own expense all pollution or environmental credits or offsets necessary to operate the Facility in compliance with any Requirement of Law; *provided* for the avoidance of doubt, Seller shall not use any Environmental Attributes to satisfy the foregoing obligation.

Section 3.5 Outages.

(a) Buyer and Seller shall cooperate to minimize Scheduled Outages during specified periods of time during each calendar year in accordance with Prudent Utility Practices and this Section 3.5 (such periods, the “**Major Maintenance Blockout**”). No later than May 1 prior the commencement of each Contract Year, Buyer shall provide Seller with its specified Major Maintenance Blockout. In the absence of such updated notification, the period of May 1 through October 31 shall apply. Seller shall attempt to minimize its Scheduled Outages during the Major Maintenance Blockout consistent with Prudent Utility Practices. No later than ninety (90) days prior to the first day of the Delivery Period, and for each calendar year thereafter, no later than five (5) months prior to the deadline for providing the CAISO Resource Adequacy filings and proposed maintenance outages for the following year as described in the CAISO Tariff, Seller shall provide Buyer and the Scheduling Coordinator with its non-binding written projection of all Scheduled Outages for the succeeding three (3) calendar year periods (the “**Scheduled Outage Projection**”) reflecting a minimized schedule of scheduled maintenance during the Major Maintenance Blockout. In addition, Seller shall cooperate in good faith with maintenance scheduling requests by Buyer consistent with Prudent Utility Practices, and Buyer and Seller shall strive to develop a final Scheduled Outage plan no later than three (3) months prior to the deadline for providing the CAISO Resource Adequacy filings and proposed maintenance outages for the following year as described in the CAISO Tariff. Notwithstanding the process described herein for coordination of Scheduled Outages between Buyer and Seller, both Buyer and Seller acknowledge that all Scheduled Outages submitted to the CAISO may be accepted or rejected by the CAISO as described in the CAISO Tariff. In the event the CAISO rejects a Scheduled Outage request submitted by Seller, Buyer and Seller agree to cooperate in good faith to timely coordinate and develop a revised final Scheduled Outage plan to account for any Scheduled Outages that are not approved by the CAISO. The Scheduled Outage Projection shall include information concerning all projected Scheduled Outages during such period, including (a) the anticipated start and end dates of each Scheduled Outage; (b) a description of the maintenance or repair work to be performed during the Scheduled Outage; and (c) the anticipated MW of operational capacity, if any, during the Scheduled Outage. Seller shall use commercially reasonable efforts to notify Buyer and its Scheduling Coordinator of any change in the Scheduled Outage Projection seventy-five (75) days prior to first day of the month of the originally-scheduled date of the Scheduled Outage but in no event shall Seller notify Buyer later than sixty-five (65) days prior to the first day of the month of the originally-scheduled date of the Scheduled Outage. Seller shall use commercially reasonable efforts to accommodate reasonable requests of Buyer with respect to the timing of Scheduled Outages and shall, to the extent feasible and consistent with Prudent Utility Practices, arrange for Scheduled Outages to occur between November 1 and May 1 of each year (or such other period as reasonably determined by Buyer from time to time) and coincident with

planned transmission outages, but not to overlap with the Major Maintenance Blackout. In addition, Seller shall use commercially reasonable efforts to coordinate Scheduled Outages with a total duration of 30 calendar days or less to occur within a single calendar month period.

(b) In addition to reporting outages to Buyer and the Scheduling Coordinator within any applicable time period for reporting outages under the CAISO Tariff and applicable rules and regulations of the CAISO, immediately upon identification of a situation likely to result in a Forced Outage occurring within a twenty-four (24) hour period that is likely to cause or require removal of the Facility from service, or a reduction in the maximum output capability of the Facility by one (1) MW or more from the value most recently recorded in the generation outage reporting system for the CAISO, Seller shall notify Buyer and the Scheduling Coordinator. For all other Forced Outages, Seller shall provide Buyer and the Scheduling Coordinator with as much advance notice as practicably possible, but in all cases, shall notify Buyer and the Scheduling Coordinator within 30 minutes after the commencement of the Forced Outage. Seller shall provide detailed information concerning each Forced Outage, including (i) the start and anticipated end dates of the Forced Outage; (ii) a description of the cause of the Forced Outage; (iii) a description of the maintenance or repair work to be performed during the Forced Outage; and (iv) the anticipated MW of operational capacity, if any, during the Forced Outage. Seller shall take all reasonable measures and exercise commercially reasonable efforts to avoid Forced Outages and to limit the duration and extent of any such outages.

(c) In addition to the requirements set forth in Section 3.5(a) and Section 3.5(b), the Parties shall cooperate to develop mutually acceptable procedures for addressing Scheduled Outages and any other outages arising in connection with the Facility.

(d) In the event of any inconsistency between the provisions in this Section 3.5 and any applicable requirements of CAISO Tariff, the provisions of CAISO Tariff shall govern.

ARTICLE IV COMPLIANCE DURING OPERATIONS

Section 4.1 Buyers' Rights to Monitor in General. Buyer shall have the right, and Seller shall permit Buyer and its Authorized Representative, advisors, engineers and consultants, to observe, inspect, and monitor the operations and activities of the Facility; provided that such activities on the part of Buyer and its Authorized Representative shall be coordinated with Seller so as to not interfere with the of the Facility. Seller shall cause its personnel, consultants, and contractors to be available to, and cooperate in all reasonable respects with, Buyer and its Authorized Representative, advisors, engineers, and consultants at reasonable times and with prior notice for purposes of discussing any aspect of the Facility testing, performance, operation, or maintenance thereof and Buyer's exercise of its rights under this Section 4.1. Buyer's rights to access the Facility shall be subject to Seller's reasonable safety protocols.

Section 4.2 Effect of Review by Buyer. Any review by Buyer or a Buyer's Authorized Representative of the operation or maintenance of the Facility, or observation of any testing, is solely for the information of Buyer. Buyer shall have no obligation to share the results of any such review or observations with Seller, nor shall any such review or the results thereof (whether or not

the results are shared with Seller), nor any failure to conduct any such review, nor any observation of testing or failure to observe testing, relieve Seller from any of its obligations under this Agreement. By making any such review or observing any such testing, Buyer makes no representation as to the economic and technical feasibility, operational capability or reliability of the Facility. Seller shall in no way represent to any third party that any such review by Buyer or Buyer's Authorized Representative of the Facility thereof, including any review of the operation or maintenance, is a representation by Buyer as to the economic and technical feasibility, operational capability or reliability of the Facility. Seller is solely responsible for the economic and technical feasibility, operational capability and reliability thereof.

Section 4.3 No Liens. Except as otherwise permitted by this Agreement: (a) the Facility shall be owned by Seller during the Agreement Term; and (b) Seller shall not sell or otherwise dispose of or create, incur, assume or permit to exist any Lien on any portion of the Facility or any other property or assets that are related to the operation, maintenance and use of the Facility without the prior written approval of Buyer, which such written approval shall not be unreasonably withheld.

ARTICLE V PURCHASE AND SALE OF PRODUCT

Section 5.1 Purchases by Buyer. Subject to the terms and conditions of this Agreement, during the Delivery Term, Buyer will purchase and receive all the Products produced by or associated with the Facility at the Contract Price and in accordance with Appendix A, and Seller shall supply and deliver to Buyer all the Products produced by or associated with the Facility. At its sole discretion, Buyer may during the Delivery Term re-sell or use for another purpose all or a portion of the Products, provided that no such re-sale or use shall relieve Buyer of any obligations hereunder. During the Delivery Term, Buyer will have exclusive rights to offer, bid, or otherwise submit the Product from the Facility after the Point of Delivery for resale in the market or to any third party, and retain and receive any and all related revenues. Buyer has no obligation to purchase from Seller any Products for which the associated Facility Energy is not or cannot be delivered to the Point of Delivery as a result of an outage of the Facility, a Force Majeure Event, or a Curtailment Period.

Section 5.2 Sale of Environmental Attributes. During the Delivery Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase and receive from Seller, all Environmental Attributes attributable to the Facility Energy generated by the Facility.

Section 5.3 Third Party Sales. Except as provided in this Agreement, in no event shall Seller have the right to procure Products from sources other than the Facility for sale and delivery pursuant to this Agreement. Except with the prior written consent of Buyer, or due to Buyer's inability to accept delivery of Product due to a Force Majeure declared by Buyer or curtailment pursuant to Section 6.5, Seller shall not sell or otherwise transfer all or any part of the Products required to be delivered by Seller to Buyer under this Agreement to a third party. If Seller sells Products to a third party, Buyer will cooperate with Seller to enable scheduling of any Products resold to a third party as permitted herein, and shall promptly remit any net revenues received by Buyer in connection with such third party sales.

ARTICLE VI
TRANSMISSION AND SCHEDULING; TITLE AND RISK OF LOSS

Section 6.1 Delivery.

(a) Energy and Capacity. Subject to the provisions of this Agreement, during the Delivery Term, Seller shall supply and deliver the Products to Buyer at the Point of Delivery, and Buyer shall take delivery of the Products at the Point of Delivery in accordance with the terms of this Agreement. Seller will be responsible for paying or satisfying when due any costs or charges imposed in connection with the delivery of Facility Energy to the Point of Delivery, including without limitation, Station Use, Electrical Losses, and any operation and maintenance charges imposed on Seller by the Transmission Provider directly relating to the Facility's operations. Buyer shall be responsible for all costs, charges and penalties, if any, imposed in connection with the delivery of Facility Energy at and after the Point of Delivery, including without limitation transmission costs and transmission line losses. Throughout the Delivery Term, Buyer shall Schedule and dispatch the Facilities in accordance with Prudent Utility Practices, and in accordance with mutually developed Scheduling and dispatch procedures set forth in Appendix C, including water release schedules provided by Seller to Buyer for applicable Settlement Intervals, and Buyer shall have the exclusive right to bid or schedule all Products from the Facility.

(b) Environmental Attributes. All Environmental Attributes associated with the Facility during the Delivery Term are exclusively dedicated to and will be conveyed to Buyer. Seller represents and warrants that Seller holds the rights to all Environmental Attributes from the Facility, and Seller agrees to convey and hereby conveys all such Environmental Attributes to Buyer as included in the delivery of the Product from the Facility.

Section 6.2 Scheduling Coordinator; CAISO Cost Allocation. Upon the commencement of the Delivery Term, Buyer or Buyer's designee shall act as Scheduling Coordinator for the Facility and shall have the full right and obligation to Schedule and dispatch all Facility Energy and capacity in accordance with the CAISO Tariff and other applicable requirements, and in accordance with mutually developed Scheduling and dispatch procedures set forth in Appendix C, including water release schedules provided by Seller to Buyer for applicable Settlement Intervals. At least ninety (90) days prior to the Delivery Term, or within a lesser number of days if agreed to by each Party's Authorized Representative, (i) Seller shall take all actions and execute and deliver to Buyer and the CAISO all documents necessary to authorize or designate Buyer (or Buyer's designee) as the Scheduling Coordinator for the Facility effective as of the Delivery Term, and (ii) Buyer shall, and shall cause its designee to, take all actions and execute and deliver to Seller and the CAISO all documents necessary to authorize or designate Buyer or its designee as the Scheduling Coordinator for the Facility effective as of the Delivery Term. Seller shall take all actions and execute and deliver to Buyer and the CAISO all documents necessary to register and qualify the Facility to participate and operate in the CAISO markets, as set for in the CAISO Tariff, including satisfying and completing the CAISO New Resource Implementation process and requirements (commonly referred to as the "NRI Process"). As may otherwise be set forth in Appendix C, Seller shall provide the capability to implement dispatch orders, including adjustments to operating constraints, such as ramp rates, megawatt output, and

megawatt output, in real-time by means of set points received by the SCADA system or Facility controller of Seller, provided that the dispatch order is consistent with the Facility's operational characteristics as then-currently modeled in the CAISO Master File. The Facility shall have one or more designed resource IDs with CAISO for Scheduling purposes, as set forth in the CAISO Master File. Seller shall be financially responsible for and shall pay for all CAISO Costs, and Seller shall assume all liability and reimburse Buyer for any and all costs or charges under a Settlement Statement incurred by Buyer because of Seller's failure to perform any covenant or obligation set forth in this Agreement.

Section 6.3 Interconnection Facilities. Seller shall maintain an Interconnection Agreement and applicable Interconnection Facilities with the Transmission Provider to enable the Facility to interconnect with the Transmission System at the Point of Delivery. Seller shall be solely responsible for and pay all costs and charges arising under the Interconnection Agreement in compliance with the Interconnection Agreement and applicable rules and requirements in place throughout the Delivery Term.

Section 6.4 Forecasting. Seller shall provide the forecasts described below at its sole expense and in a format acceptable to Buyer (or Buyer's designee). Seller shall use reasonable efforts to provide forecasts that are accurate and, to the extent not inconsistent with the requirements of this Agreement, shall prepare such forecasts, or cause such forecasts to be prepared, in accordance with Prudent Operating Practices.

(a) Annual Forecast of Energy. No less than forty-five (45) days before (i) the first day of the first Contract Year of the Delivery Term and (ii) at the beginning of each calendar year for every subsequent Contract Year during the Delivery Term, Seller shall provide to Buyer a non-binding forecast of each month's average-day expected Facility Energy, and associated hydrological storage, for the following calendar year in a form reasonably requested by Buyer.

(b) Monthly Forecast of Energy and Available Generating Capacity. No less than thirty (30) days before the Initial Delivery Date, and thereafter ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer a non-binding forecast of the hourly expected Facility Energy, hydrological storage, and Available Generating Capacity for each day of the following month in a form reasonably requested by Buyer ("**Monthly Delivery Forecast**").

(c) Day-Ahead Forecast. By 5:30 AM Pacific Prevailing Time on the Business Day immediately preceding the date of delivery, or as otherwise specified by Buyer consistent with Prudent Operating Practice, Seller shall provide Buyer with a non-binding forecast of (i) Available Generating Capacity and (ii) environmental requirements, including minimum water release requirements, in each case, for each hour of the immediately succeeding day ("**Day-Ahead Forecast**"). A Day-Ahead Forecast provided in a day prior to any non-Business Day(s) shall include non-binding forecasts for the immediate day, each succeeding non-Business Day and the next Business Day. Each Day-Ahead Forecast shall clearly identify, for each hour, Seller's non-binding best estimate of (i) the Available Generating Capacity and (ii) applicable requirements and minimum water release requirements.

(d) Throughout the Delivery Term, Seller shall provide to Buyer and the Scheduling Coordinator the following data on a real-time basis, and in a format that reasonably allows Buyer and the Scheduling Coordinator to copy, paste or otherwise use such data:

(i) Read-only and/or write access via secure login credentials to Energy output information and operational information collected by the SCADA system for the Facility; *provided* that if Buyer or the Scheduling Coordinator is unable to access the Facility's SCADA system, then upon written request from Buyer or the Scheduling Coordinator, Seller shall provide Energy output information and operational information through such other format as may be mutually acceptable to Seller and Buyer, all as may be updated from time to time based on advancements in technology in accordance with Prudent Utility Practices; and

(ii) Read-only access to all Electric Metering Devices.

(e) Seller, Buyer and the Scheduling Coordinator shall mutually develop forecasting and Scheduling procedures in addition to those set forth in this Section 6.4 and Appendix C, in order to administer the provisions of this Agreement in compliance with all applicable Requirements and requirements of the Transmission Provider, CAISO, NERC, WECC, and any balancing authority involved in the Scheduling of Energy and capacity under this Agreement. Seller, Buyer and the Scheduling Coordinator shall promptly cooperate to make any reasonably necessary and appropriate modifications to such forecasting or Scheduling procedures as may be required from time to time.

Section 6.5 Curtailment.

(a) Seller shall reduce deliveries of Facility Energy to the Point of Delivery immediately upon notice from Buyer, the Scheduling Coordinator, the CAISO, a Transmission Provider, or any balancing authority or reliability entity during Curtailment Periods affecting Seller or Buyer. Buyer shall be excused from receiving any Facility Energy from Seller and shall not be obligated to pay Seller for the amount of reduced Facility Energy arising during a curtailment under this Section 6.5(a). If required by Buyer, the Scheduling Coordinator, the CAISO, a Transmission Provider, or any balancing authority or reliability entity, Seller shall provide the dispatch and operating capability to implement curtailments and adjust ramp rates, megawatt output, and (if applicable) megavar output in real-time by means of setpoints received by the SCADA system or Facility controller of Seller.

(b) RESERVED.

(c) RESERVED.

(d) RESERVED.

Section 6.6 No Payment. Buyer shall not be obligated to pay Seller for any Facility Energy that is not or cannot be delivered to the Point of Delivery for any reason (including Force Majeure).

Section 6.7 Title; Risk of Loss. As between the Parties, Seller shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of all Energy prior to the Point of Delivery, and Buyer shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby), of the Energy at and from the Point of Delivery. Seller warrants that it will deliver all Products, including all of the associated Environmental Attributes, to Buyer free and clear of all Liens created by any Person other than Buyer.

Section 6.8 RPS and EPS Compliance.

(a) Seller warrants and guarantees that during the Delivery Period the Facility Energy produced as of the Effective Date, and at all times thereafter until the expiration or earlier termination of the Agreement, the Facility (including the Facility Energy and the associated Environmental Attributes) shall be both RPS Compliant and EPS Compliant (if EPS Law is applicable to the Facility). If the Facility fails to be RPS Compliant or EPS Compliant (if EPS Law is applicable to the Facility) during the Delivery Period Buyer may, in its sole discretion and without penalty to Buyer or further liability to Seller, including Termination Payment, terminate this Agreement, effective upon sixty (60) days' written notice to Seller.

(b) RESERVED.

(c) Subject to Section 7.1, Seller shall also take all other actions reasonably necessary to ensure that the Facility Energy is tracked for purposes of satisfying the RPS Law, as may be amended or supplemented by the PUC or CEC from time to time.

Section 6.9 RESERVED

**ARTICLE VII
ENVIRONMENTAL ATTRIBUTES**

Section 7.1 Transfer of Environmental Attributes. For and in consideration of Buyer entering into this Agreement, and in addition to the agreement by and between Buyer and Seller to purchase and sell Facility Energy on the terms and conditions set forth herein, Seller shall transfer to Buyer, and Buyer shall receive from Seller, all right, title, and interest in and to all Environmental Attributes, whether now existing or acquired by Seller or that hereafter come into existence or are acquired by Seller during the Agreement Term associated with the Facility Energy. Seller agrees to transfer and make such Environmental Attributes available to Buyer immediately to the fullest extent allowed by applicable law upon Seller's production or acquisition of the Environmental Attributes. Seller represents and covenants that it has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of and shall not assign, transfer, convey, encumber, sell or otherwise dispose of all or any portion of such Environmental Attributes to any Person other than Buyer or attempt to do any of the foregoing with respect to any of the Environmental Attributes except with respect to any sales by Seller pursuant to Section 5.3. Buyer and Seller acknowledge and agree that the consideration for the transfer of Environmental Attributes is contained within the Contract Price.

Section 7.2 Reporting of Ownership of Environmental Attributes. During the Agreement Term, Seller shall not report to any Person that the Environmental Attributes granted hereunder to Buyer belong to any Person other than Buyer, and Buyer may report under any program that such Environmental Attributes purchased hereunder belong to it except with respect to any sales by Seller pursuant to Section 5.3, and during a Buyer Force Majeure.

Section 7.3 Environmental Attributes. Upon the request of Buyer or Buyer's Authorized Representative, Seller shall take all reasonable actions and execute all documents or instruments as are reasonable and necessary under applicable law, regulations, or guidebooks promulgated by the CEC or PUC, bilateral arrangements or other voluntary Environmental Attribute programs of any kind, as applicable, to maximize the attribution, accrual, realization, generation, production, recognition and validation of Environmental Attributes throughout the Delivery Term and Seller shall file with the CEC and any other applicable Persons all materials and documents required to demonstrate that the Facility is entitled to be CEC Certified.

Section 7.4 WREGIS. In furtherance and not in limitation of Section 7.3, prior to Seller's first delivery of Facility Energy hereunder, Seller shall register with WREGIS to evidence the transfer of any Environmental Attributes under applicable law or any voluntary program ("**WREGIS Certificates**") associated with Facility Energy in accordance with WREGIS reporting protocols and WREGIS Operating Rules and shall register the Facility with WREGIS. After the Facility is registered with WREGIS, at the option of Buyer's Authorized Representative, Seller shall transfer WREGIS Certificates using the Forward Certificate Transfer method as described in WREGIS Operating Rules from Seller's WREGIS account to Buyer's WREGIS accounts or Participating Member's WREGIS account, as designated by Buyer's Authorized Representative. Seller shall be responsible for WREGIS Certificate issuance fees and WREGIS expenses associated with registering the Facility, maintaining its account, acquiring and arranging for a Qualified Reporting Entity ("**QRE**") and any applicable QRE agreements, and transferring WREGIS Certificates to Buyer, Buyer's Authorized Representative, or any other designees. Buyer shall be responsible for its WREGIS expenses associated with maintaining its own account, or the accounts of its designees, if any, and subsequent transferring or retiring by it of WREGIS Certificates, or Seller's fees for the retirement of WREGIS Certificates on behalf of Buyer. Forward Certificate Transfers shall occur monthly based on the certificate creation timeline established by the WREGIS Operating Rules. Seller shall be responsible for, at its expense, validating and disputing data with WREGIS prior to WREGIS Certificate creation each Month. In addition to the foregoing, Seller shall document the production and transfer of Environmental Attributes under this Agreement to Buyer by delivering to Buyer an attestation in substantially the form attached as Appendix D for the Environmental Attributes associated with Facility Energy, if any, measured in whole MWh, or by such other method as Buyer shall designate.

Section 7.5 Further Assurances. In addition to and not in limitation of Section 7.4, Seller shall document the production of Environmental Attributes by delivering with each invoice to Buyer an attestation for the Environmental Attributes associated with Facility Energy, if any, for the preceding Month in the form of the attestation set forth as Appendix D. At Buyer's Authorized Representative's request, the Parties shall execute all such documents and instruments and take commercially reasonable actions in order to effect the transfer of the Environmental Attributes specified in this Agreement to Buyer and to maximize the attribution, accrual,

realization, generation, production, recognition and validation of Environmental Attributes throughout the Agreement Term. In the event of the promulgation of a scheme involving Environmental Attributes administered by CAMD, upon notification by CAMD that any transfers contemplated by this Agreement shall not be recorded, each Party shall promptly cooperate in taking all reasonable actions necessary so that such transfer can be recorded. Each Party shall promptly give the other Party copies of all documents it submits to CAMD to effectuate any transfers.

ARTICLE VIII CAPACITY RIGHTS

Section 8.1 Capacity Rights. For and in consideration of Buyer entering into this Agreement, and in addition to the agreement by Buyer and Seller to purchase and sell Facility Energy and Environmental Attributes on the terms and conditions set forth herein, Seller hereby transfers to Buyer, and Buyer hereby accepts from Seller, all of Seller's rights, title and interest in and to the Capacity Rights. The consideration for the transfer of Capacity Rights, if any, is contained within the Contract Price. In no event shall Buyer have any obligation or liability whatsoever for any debt pertaining to the Facility by virtue of Buyer's ownership of the Capacity Rights or otherwise. Throughout the Delivery Term, Seller shall use commercially reasonable efforts to maintain eligibility for Full Capacity Deliverability Status for the Facility from the CAISO and shall perform all actions necessary to ensure that the Facility qualifies to provide Resource Adequacy Benefits to Seller.

Section 8.2 Covenant Regarding Capacity Rights. Seller represents and covenants that it has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of and shall not in the future assign, transfer, convey, encumber, sell or otherwise dispose of any of the Capacity Rights to any Person other than Buyer or attempt to do any of the foregoing with respect to any of the Capacity Rights. During the Agreement Term, Seller shall not report to any Person that any of the Capacity Rights belong to any Person other than Buyer. Buyer may, at its own risk and expense, report to any Person that the Capacity Rights belongs to it.

Section 8.3 Further Assurances. Seller shall execute and deliver such documents and instruments and take such other reasonable action as required by the CAISO and as Buyer's Authorized Representative may reasonably request to effect recognition and transfer of the Capacity Rights to Buyer. Seller shall bear the costs associated therewith.

Section 8.4 Resource Adequacy Failure.

(a) RA Deficiency Determination. For each RA Shortfall Month, Seller shall pay to Buyer the RA Deficiency Amount as liquidated damages or provide Replacement RA, in each case, as the sole and exclusive remedy for the Capacity Rights Seller failed to convey to Buyer.

(b) RA Deficiency Amount Calculation. Commencing on the Initial Delivery Date, for each RA Shortfall Month, Seller shall pay to Buyer an amount (the "**RA Deficiency Amount**") equal to the product of the difference, expressed in kW, of (i) the Net Qualifying

Capacity for such month, minus (ii) the amount of Resource Adequacy Capacity supplied from the Facility for such month, multiplied by the RA Capacity Rate. Pursuant to Section 9.4, Buyer shall set off any RA Deficiency Amounts due from Seller to Buyer for a given RA Shortfall Month, against the Capacity Payment due from Buyer to Seller for the same month.

(c) Option to Provide Replacement RA. Seller may, as an alternative to paying RA Deficiency Amounts, provide Replacement RA in the amount of (X) the Net Qualifying Capacity with respect to such month, minus (Y) the amount of Resource Adequacy Capacity supplied from the Facility with respect to such month, provided that any Replacement RA capacity is communicated by Seller to Buyer with Replacement RA product information in a written notice at least sixty-five (65) days before the relevant deadlines for the corresponding Compliance Showings applicable to the relevant Showing Month. If Seller desires to provide replacement Resource Adequacy Capacity for any Showing Month from a different generating unit other than the Facility (the "**Replacement RA**"), then Seller may provide Buyer with Replacement RA from one or more replacement units, provided that in each case the Replacement RA is supplied from like-for-like replacement units that provide Buyer with equivalent Capacity Attributes as the Facility.

(d) Availability Standards. Seller agrees that the Facility may be subject to the terms of the Availability Standards, Non-Availability Charges, and Availability Incentive Payments as contemplated in the CAISO Tariff. Furthermore, the Parties agree that any Availability Incentive Payments are for the benefit of the Seller and for Seller's account and that any Non-Availability Charges are the responsibility of the Seller and for Seller's account.

ARTICLE IX

BILLING; PAYMENT; AUDITS; METERING; ATTESTATIONS; POLICIES

Section 9.1 Billing and Payment. Billing and payment for all Products shall be as set forth in this ARTICLE IX.

Section 9.2 Calculation of Energy Delivered; Invoices and Payment.

(a) Not later than the tenth (10th) day of each Month, commencing with the next Month following the Month in which Facility Energy is first delivered by Seller and received by Buyer under this Agreement, Seller shall deliver to Buyer an invoice showing the amount due for the preceding Month from Buyer to Seller for Facility Energy, Capacity Rights and Environmental Attributes. Seller shall calculate the amount of Facility Energy from meter readings at the Electric Metering Devices maintained pursuant to Section 9.6, adjusting for any applicable station load, transformation losses and transmission losses to the Point of Delivery in accordance with a methodology agreed to by Buyer. Each invoice shall show the title of the Agreement and, if applicable, the Agreement number, the name, address and identifying information of Seller and the identification of material, equipment or services covered by the invoices, and shall be sent to the address set forth in Appendix F or such other address as Buyer may provide to Seller. Seller shall separately provide in such invoice any other amounts due to Seller. Any electronic information delivered by Seller under this ARTICLE IX shall be in a format

such as Microsoft Excel (or its equivalent) that allows Buyer to cut, paste or otherwise readily use and work with such information or documentation or as otherwise mutually agreed by the Parties.

(b) Concurrently with the delivery of each Monthly invoice, Seller shall deliver attestations of all Environmental Attribute transfers (including those transferred with WREGIS) substantially in the form set forth in Appendix D.

(c) Subject to Section 9.3, not later than the thirtieth (30th) day after receipt by Buyer of Seller's Monthly invoice (or the next succeeding Business Day, if the thirtieth (30th) day is not a Business Day), Buyer shall pay to Seller, by wire transfer of immediately available funds to an account specified by Seller or by any other means agreed to by the Parties from time to time, the amount set forth as due in such Monthly invoice.

(d) RESERVED.

(e) Seller shall, in subsequent invoices, adjust previously invoiced amounts to reflect (i) adjustments pursuant to Section 9.3, or (ii) adjustments, reconciliations or final settlements with WREGIS occurring after the date of the initial invoice, or any other adjustments agreed to by the Parties (which shall be without interest of any kind), *provided* that Buyer shall not be required to make invoice payments if the invoice is received more than one (1) year after the billing period.

(f) Except with respect to disputed invoices where the dispute is first raised within six months after the applicable Monthly billing period and for any adjustments made pursuant to Section 9.2(e) and Section 9.6(a), Buyer shall not be required to make invoice payments if the invoice is received more than six (6) Months after the applicable Monthly billing period.

(g) The invoicing procedures described in Section 9.2 may be incorporated into Buyer's all resources billing process for efficiency upon mutual written consent of the Authorized Representative of each Party. If the Authorized Representative of each Party consent to incorporate the invoicing procedures described in Section 9.2 into Buyer's all resources billing process, the Parties will mutually develop invoicing procedures documenting such agreement as set forth in Appendix C.

Section 9.3 Disputed Invoices. If any portion of any invoice is in dispute, the undisputed amount shall be paid when due. The Party disputing a payment shall promptly notify the other Party of the basis for the dispute, setting forth the details of such dispute in reasonable specificity. Disputes shall be discussed directly by the Parties' Authorized Representatives, who shall use reasonable efforts to amicably and promptly resolve such Disputes, and any failure to agree shall be subject to resolution in accordance with Section 12.3. Upon resolution of any Dispute, if all or part of the disputed amount is later determined to have been due, then the Party owing such payment or refund shall pay within ten (10) days after receipt of notice of such determination the amount determined to be due plus interest thereon at the Interest Rate from the due date until the date of payment. For purposes of this Section 9.3, "**Interest Rate**" shall mean

the lesser of (i) two percent (2%) above the per annum Prime Rate reported daily in *The Wall Street Journal*, or (ii) the maximum rate permitted by applicable Requirements of Law.

Section 9.4 Right of Setoff. In addition to any right now or hereafter granted under applicable law and not by way of limitation of any such rights, each Party shall have the right at any time or from time to time without notice to other Party or to any other Person, any such notice being hereby expressly waived, to set off against any amount due a Party from the other Party under this Agreement or otherwise any amount due such Party from the other Party under this Agreement or otherwise, including any amounts due because of breach of this Agreement or any other obligation.

Section 9.5 Records and Audits. Seller shall maintain, and the Authorized Auditors shall have access to, all records and data pertaining to the performance and management of this Agreement (including compliance with the Requirements) and related Subcontracts, and as necessary to properly reflect all costs claimed to have been incurred hereunder and thereunder, including (a) in their original form, all (i) documents provided to Seller in the ordinary course of business for the Facility, (ii) documents for billing, costs, metering, and Environmental Attributes, (iii) books, records, documents, reports, deliverables, employee time sheets, accounting procedures and practices, and (iv) records of financial transactions, and (b) other evidence, regardless of form (for example, machine readable media such as disk or tape, etc.) or type (for example, databases, applications software, database management software, or utilities). If Seller is required to submit cost or pricing data in connection with this Agreement, Seller shall maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. In the event of a Dispute, records that relate to the Agreement, Dispute, litigation or costs, or items to which an audit exception has been taken, shall be maintained. Buyer and the Authorized Auditors may discuss such records with Seller's officers and independent public accountants (and by this provision Seller authorizes said accountants to discuss such billings and costs), all at such times and as often as may be reasonably requested. All such records shall be retained, and shall be subject to examination and audit by the Authorized Auditors, for a period of not less than four (4) years following final payment made by Buyer hereunder, the expiration or termination date of this Agreement, or final settlement of all disputes, claims, or litigation, whichever is later. Seller shall make said records or, to the extent accepted by the Authorized Auditors, photographs, micro-photographs, or other authentic reproductions thereof, available to the Authorized Auditors at Seller's principal business office or any other of Seller's offices as mutually agreed upon by Buyer and Seller, at all reasonable times and without charge. The Authorized Auditors may reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by Seller on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. Seller shall not, however, be required to furnish the Authorized Auditors with commonly available software. Seller shall be subject at any time with fourteen (14) days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and required to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation. Examinations and audits shall be performed using generally accepted auditing practices and principles and applicable governmental audit standards. If Seller utilizes or is subject to Federal Acquisition Regulation, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits shall utilize such information. To the

extent that an Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective. Consistent with standard auditing procedures, Seller shall be provided fifteen (15) days to review an Authorized Auditor's examination results or audit and respond to Buyer prior to the examination's or audit's finalization and public release. If an Authorized Auditor's examination or audit indicates Seller has been overpaid under a previous payment application, the identified overpayment amount shall be paid by Seller to Buyer within fifteen (15) days after notice to Seller of the identified overpayment. If an Authorized Auditor's examination or audit reveals that Buyer's overpayment to Seller is more than five percent (5.0%) and at least \$20,000.00 of the billings reviewed, Seller shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit, which examination or audit expenses and costs shall be paid by Seller to Buyers within fifteen (15) days after notice to Seller. Any information provided by Seller to the Authorized Auditors shall be held in strict confidence and Seller may require such Authorized Auditors to enter into a reasonable confidentiality agreement prior to the disclosure of information hereunder; provided that the Authorized Auditors shall not be prevented from disclosure of such information to Buyer to the extent such disclosure to Buyer is required to enable Buyer to carry out its rights and responsibilities under this Agreement, and Buyer shall treat such information as Confidential Information to the extent provided under Section 12.21. Seller shall contractually require all Subcontractors performing services under this Agreement to comply with the provisions of this Section 9.5 by inserting this Section 9.5 into each Subcontract.

Section 9.6 Electric Metering Devices.

(a) Facility Energy shall be measured using a CAISO-approved revenue-quality Electric Metering Device that complies with the CAISO Tariff and relevant protocols and is dedicated exclusively to the Facility. The Electric Metering Device may be installed on the low-side of Seller's transformer and will include adjustments to reflect losses to the Point of Delivery. Seller shall arrange and bear all costs associated with the installation of the Electric Metering Devices needed for the registration, recording and transmission of information regarding the Facility Energy. Seller hereby agrees to provide a mutually agreed set of meter data to Buyer, which data shall be accessible to, and usable by, Buyer. In addition to providing Buyer with its meter data, Seller shall use commercially reasonable efforts to support any efforts by Buyer to obtain CAISO meter data applicable to the Facility and all inspection, testing and calibration data and reports from the CAISO. If the CAISO makes any adjustment to any CAISO meter data for a given time period, Seller agrees that it shall submit revised Monthly invoices, pursuant to this ARTICLE IX covering the entire applicable time period in order to fully conform such adjustments to the meter data. Seller shall submit any revised invoices no later than thirty (30) days after the date on which the CAISO provides Seller with binding adjustments to the meter data.

(b) Seller or its Authorized Representative, at no expense to Buyer, shall inspect, test and maintain all Electric Metering Devices in accordance with applicable CAISO Tariff and Business Practice Manual requirements (collectively the "CAISO Meter Requirements"). Seller shall provide Buyer with reasonable advance notice of, and permit representatives of Buyer to witness and verify inspections and tests conducted in accordance with CAISO Meter Requirements. Upon request by Buyer, Seller or its Authorized Representative shall perform additional inspections or tests of any Electric Metering Device and shall permit a qualified

representative of Buyer to inspect or witness the testing of any Electric Metering Device. The actual expense of any such requested additional inspection or testing shall be borne by Buyer. Seller shall provide copies of any inspection or testing reports to Buyer.

(c) RESERVED.

Section 9.7 Taxes. Seller shall be responsible for and shall pay, before the due dates therefor, any and all federal, state, and local Taxes incurred by it as a result of entering into this Agreement and all Taxes imposed or assessed with respect to the Facility, the site or any other assets of Seller, the Products or the transaction arising before or at the Point of Delivery. Buyer shall pay or cause to be paid all Taxes on or with respect to the Products or the transaction from (but excluding) the Point of Delivery to Buyer. If Seller is required by a Requirement of Law to remit or pay Taxes that are the responsibility of Buyer hereunder, Buyer shall promptly reimburse Seller for such Taxes. If Buyer is required by Requirement of Law to remit or pay Taxes that are Seller's responsibility hereunder, Buyer may deduct such amounts from payments to Seller hereunder; if Buyer elects not to deduct such amounts from Seller's payments, Seller shall promptly reimburse Buyer for such amounts upon request. Nothing shall obligate or cause a Party to pay or be liable to pay any Taxes for which it is exempt under law. A Party that is exempt at any time and for any reason from one or more Taxes shall bear the risk that such exemption shall be lost or the benefit of such execution be reduced.

**ARTICLE X
REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 10.1 Representations and Warranties of Buyer. Buyer makes the following representations and warranties to Seller as of the Effective Date:

(a) Buyer is a validly existing California joint powers authority, and has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement, and to carry out the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by Buyer of this Agreement (i) have been duly authorized by all necessary action, and does not and will not require any consent or approval of Buyer's regulatory or governing bodies, other than that which has been obtained; and (ii) does not violate any federal, state, and local law, including the California Government Code and similar laws.

(c) This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

Section 10.2 Representations and Warranties of Seller. Except as otherwise set forth in this Agreement, Seller makes each of the following representations and warranties to Buyer as of the Effective Date and continuing throughout the Agreement Term.

(a) Seller is an independent special district formed under the Water Code of the State of California, and has legal power and authority to carry on its business as now being conducted and to enter into this Agreement, and to carry out the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) Seller owns and operates the Facility and has not assigned, transferred, conveyed, sold or otherwise disposed of the Facility.

(c) Seller owns or has contractual rights to all of the water rights necessary to operate the Facility in accordance with the Agreement.

(d) Seller has filed an Application for a New License for the Facility pursuant to the Federal Power Act and FERC's regulations thereunder; and Seller has filed an application with FERC for approval of this Agreement pursuant to Section 22 of the Federal Power Act, 16 U.S.C. § 815.

(e) The execution, delivery and performance by Seller of this Agreement (i) have been duly authorized by all necessary action, and does not and will not require any consent or approval of Seller's regulatory or governing bodies, other than that which has been obtained; and (ii) does not violate any federal, state, and local law, including the California Government Code and similar laws.

(f) This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(g) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and thereby and the fulfillment of and compliance with the provisions of this Agreement, does not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Requirement of Law, or any organizational documents, agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing or result in or require the creation or imposition of any Lien upon any of the properties or assets of Seller (except as contemplated hereby), and Seller has obtained all Permits and licenses required for the operation, and maintenance of the Facility in accordance with the Requirements and the performance of Seller's obligations hereunder to which Seller is a party, or such Permits and licenses are reasonably expected to be timely obtained in the ordinary course of business.

(h) There is no pending, or to the knowledge of Seller, threatened action or proceeding affecting Seller before any Governmental Authority, which purports to affect the legality, validity or enforceability of this Agreement.

(i) Seller is not in violation of any Requirement of Law, which violations, individually or in the aggregate, would reasonably be expected to result in a material adverse effect on the business, assets, operations, condition (financial or otherwise) or prospects of Seller, or the ability of Seller to perform any of its obligations under this Agreement.

(j) Seller owns or possesses or will acquire all patents, rights to patents, trademarks, copyrights and licenses necessary for the performance by Seller of its obligations under this Agreement, and, to Seller's knowledge, Seller's use thereof does not infringe on the intellectual property rights of third parties.

(k) Seller has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of the Products except as provided herein.

(l) The Facility is located in the State of California.

(m) Seller will be responsible for obtaining all permits necessary to operate the Facility and Seller will be the applicant on any applicable CEQA documents.

ARTICLE XI

DEFAULT; TERMINATION AND REMEDIES; PERFORMANCE DAMAGE

Section 11.1 Default. Each of the following events or circumstances shall constitute a "**Default**" by the responsible Party (the "**Defaulting Party**"):

(a) **Payment Default.** Failure by a Party to make any payment under this Agreement when and as due (other than payments disputed in good faith) that is not cured within thirty (30) days after receipt of notice thereof from the other Party (which amount shall include payment of interest from the due date at the Interest Rate).

(b) **Performance Default.** Failure by a Party to perform any of its duties or obligations under this Agreement (other than any failure that is separately listed as a Default of Seller under this Section 11.1) that is not cured within thirty (30) days after receipt of notice thereof from the other Party; *provided* that if such failure is curable, but cannot be cured within such thirty (30) day period despite reasonable commercial efforts and such failure is not a failure to make a payment when due, such Party shall have up to sixty (60) additional days to cure.

(c) **Breach of Representation and Warranty.** Any representation, warranty, certification or other statement made by a Party in this Agreement that is false or inaccurate at the time made and materially and adversely affects the Party's ability to perform its obligations hereunder; *provided* that no Default shall exist if such falsity or inaccuracy is remedied within thirty (30) days after receipt of notice thereof from another Party; and further provided that if such

falsity or inaccuracy is curable, but cannot be cured within such thirty (30) day period despite reasonable commercial efforts, such Party shall have up to sixty (60) additional days to cure.

(d) **Bankruptcy.** Bankruptcy of Buyer or Seller.

(e) **Insurance Default.** The failure of Seller to maintain and provide acceptable evidence of the required Insurance for the required period of coverage as set forth in Appendix E that is not cured within five (5) Business Days after receipt of notice of such failure from Buyer.

(f) **Fundamental Change.** Except as permitted by Section 12.7, a Party makes an assignment of its rights or delegation of its obligations under this Agreement.

(g) **Casualty.** Seller fails to meet its obligations under Section 12.19(c).

Section 11.2 Default Remedy.

(a) If Buyer is in Default for nonpayment, subject to any duty or obligation under this Agreement, Seller may, at its option, suspend performance hereunder or continue to provide services pursuant to its obligations under this Agreement; *provided* that nothing in this Section 11.2(a) shall affect Seller's rights and remedies set forth in this Section 11.2. Seller's continued service to Buyer shall not act to relieve Buyer of any of its duties or obligations under this Agreement.

(b) Notwithstanding any other provision herein, if any Default has occurred and is continuing, the affected Party may, whether or not the dispute resolution procedure set forth in Section 12.3 has been invoked or completed, bring an action in any court of competent jurisdiction as set forth in Section 12.3 seeking injunctive relief in accordance with applicable rules of civil procedure.

(c) Except as expressly limited by this Agreement, if a Default has occurred and is continuing and Buyer is the Defaulting Party, Seller may without further notice exercise any rights and remedies provided herein or otherwise available at law or in equity including a termination of this Agreement pursuant to Section 11.3. No failure of Seller to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Seller of any other right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power.

(d) Except as expressly limited by this Agreement, if a Default has occurred and is continuing and Seller is the Defaulting Party, Buyer may without further notice exercise any rights and remedies provided for herein, or otherwise available at law or equity, including termination of this Agreement pursuant to Section 11.3. No failure of Buyer to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Buyer of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power by Buyer.

Section 11.3 Termination for Default.

(a) If a Default occurs, the Party that is not the Defaulting Party (the "**Non-Defaulting Party**") may, for so long as the Default is continuing and, to the extent permitted by applicable law, without limiting any other rights or remedies available to the Non-Defaulting Party under this Agreement, by notice by it ("**Termination Notice**") to the Defaulting Party (i) establish a date (which shall be no earlier than the date of such notice and no later than twenty (20) days after the date of such notice) ("**Early Termination Date**") on which this Agreement shall terminate, and (ii) withhold any payments due in respect of this Agreement; *provided*, upon the occurrence of any Default of the type described in Section 11.1(d), this Agreement shall automatically terminate, without notice or other action by either Party as if an Early Termination Date had been declared immediately prior to such event.

(b) If an Early Termination Date has been designated, the Non-Defaulting Party shall calculate in a commercially reasonable manner its Gains, Losses and Costs resulting from the termination of this Agreement and the resulting Termination Payment. The Gains, Losses and Costs relating to the Products that would have been required to be delivered under this Agreement had it not been terminated shall be determined by comparing the amounts Buyer would have paid for the Products under this Agreement to the equivalent quantities and relevant market prices, either quoted by one or more bona fide third party offers, or which are reasonably expected by the Non-Defaulting Party to be available in the market under a replacement contract for this Agreement covering the same products and having a term equal to the Remaining Term at the date of the Termination Notice, adjusted to account for differences in transmission, if any. To ascertain the market prices of a replacement contract, the Non-Defaulting Party may consider, among other valuations, quotations from dealers in Energy contracts and bona fide third party offers. The Non-Defaulting Party shall not be required to enter into any such replacement agreement in order to determine its Gains, Losses and Costs or the Termination Payment.

(c) For purposes of the Non-Defaulting Party's determination of its Gains, Losses and Costs and the Termination Payment, it shall be assumed, regardless of the facts, that Seller would have sold, and Buyer would have purchased, each day during the Remaining Term (i) Facility Energy in an amount equal to the Assumed Daily Deliveries, (ii) the Environmental Attributes associated therewith, and (iii) all other components of the Products. The "**Assumed Daily Deliveries**" shall be an amount equal to the average daily amount of Facility Energy forecasted to be delivered during an average hydrological period by Seller, during the Delivery Term, if any.

(d) The Non-Defaulting Party shall notify the Defaulting Party of the Termination Payment, which notice shall include a written statement explaining in reasonable detail the calculation of such amount. If the Termination Payment is a positive number, the Defaulting Party shall, within ten (10) Business Days after receipt of such notice, pay the Termination Payment to the Non-Defaulting Party, together with interest accrued at the Interest Rate from the Early Termination Date until paid.

(e) If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, the calculation of the

Termination Payment shall be submitted to the dispute resolution process provided in Section 12.3. Following resolution of the dispute, the Defaulting Party shall pay the full amount of the Termination Payment (if any) as determined by such resolution as and when required, but no later than thirty (30) days following the date of such resolution, together with all interest, at the Interest Rate, that accrued from the Early Termination Date until the date the Termination Payment is paid.

(f) For purposes of this Agreement:

(i) “**Gains**” means, with respect to a Party, an amount equal to the present value of the economic benefit (exclusive of Costs), if any, resulting from the termination of its obligations under this Agreement, determined in a commercially reasonable manner;

(ii) “**Losses**” means, with respect to a Party, an amount equal to the present value of the economic loss (exclusive of Costs), if any, resulting from the termination of its obligations under this Agreement, determined in a commercially reasonable manner;

(iii) “**Costs**” means, with respect to a Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred in terminating any arrangement pursuant to which it has hedged its obligations or in entering into new arrangements which replace this Agreement, excluding attorneys’ fees, if any, incurred in connection with enforcing its rights under this Agreement. Each Party shall use reasonable efforts to mitigate or eliminate its Costs.

(iv) In no event shall a Party’s Gains, Losses or Costs include any penalties or similar charges imposed by the Non-Defaulting Party.

(v) The Present Value Rate shall be used as the discount rate in all present value calculations required to determine Gains, Losses and Costs.

(g) At the time for payment of any amount due under this Section 11.3 each Party shall pay to the other Party, all additional amounts, if any, payable by it under this Agreement (including any amounts withheld pursuant to Section 11.3(a)).

(h) Notwithstanding the forgoing provisions of Section 11.3, in no event shall a termination payment be due to a Defaulting Party.

ARTICLE XII MISCELLANEOUS

Section 12.1 Authorized Representative. Each Party shall designate an authorized representative who shall be authorized to act on its behalf with respect to those matters contained herein (each an “**Authorized Representative**”), which shall be the functions and responsibilities of such Authorized Representatives. Each Party may also designate an alternate who may act for the Authorized Representative. Within thirty (30) days after execution of this Agreement, each Party

shall notify the other Party of the identity of its Authorized Representative, and alternates if designated, and shall promptly notify the other Party of any subsequent changes in such designation. The Authorized Representatives shall have no authority to alter, modify, or delete any of the provisions of this Agreement. To the extent that an Authorized Representative's contact information is not provided in Appendix F, at the time a Party designates such Authorized Representative, such Party shall concurrently provide written notice to the other Party of such Authorized Representative's contact information.

Section 12.2 Notices. With the exception of billing invoices pursuant to Article 9 and day-to-day ordinary course and operational communications, all notices, requests, demands, consents, approvals, waivers and other communications which are required under this Agreement shall be (a) in writing (regardless of whether the applicable provision expressly requires a writing), (b) deemed properly sent if delivered in person or sent by facsimile transmission, reliable overnight courier, or sent by registered or certified mail, postage prepaid to the persons specified in Appendix F, and (c) deemed delivered, given and received on the date of delivery, in the case of facsimile transmission, or on the date of receipt or rejection in the case of delivery in person, by reliable overnight courier, or by registered or certified mail. In addition to the foregoing, the Parties may agree in writing at any time to deliver notices, requests, demands, consents, approvals, waivers and other communications through alternate methods, such as electronic mail.

Section 12.3 Dispute Resolution.

(a) In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement (including any dispute concerning the validity of this Agreement or the scope and interpretation of this Section 12.3) (a "**Dispute**"), either Party (the "**Notifying Party**") may deliver to the other Party (the "**Recipient Party**") notice of the Dispute with a detailed description of the underlying circumstances of such Dispute (a "**Dispute Notice**"). The Dispute Notice shall include a schedule of the availability of the Notifying Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute during the thirty (30) day period following the delivery of the Dispute Notice.

(b) The Recipient Party shall, within five (5) Business Days following receipt of the Dispute Notice, provide to the Notifying Party a parallel schedule of availability of the Recipient Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute. Following delivery of the respective senior officers' schedules of availability, the senior officers of the Parties shall meet and confer as often as they deem reasonably necessary during the remainder of the thirty (30) day period in good faith negotiations to resolve the Dispute to the satisfaction of each Party.

(c) In the event a Dispute is not resolved pursuant to the procedures set forth in Section 12.3(a) and Section 12.3(b) by the expiration of the thirty (30) day period set forth in Section 12.3(a), then a Party may pursue any legal remedy available to it in accordance with the provisions of Section 12.12 and Section 12.13 of this Agreement.

(d) In addition to the Dispute resolution process set forth in this Section 12.3, the Parties shall comply with California law governing claims against public entities and presentment of such claims.

Section 12.4 Further Assurances; Change in Electric Market Design.

(a) Each Party agrees to execute and deliver all further instruments and documents, and take all further actions not inconsistent with the provisions of this Agreement that may be reasonably necessary to effectuate the purposes and intent of this Agreement.

(b) If a change in the CAISO Tariff renders this Agreement or any provisions hereof incapable of being performed or administered, then either Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date. Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then either Party may submit issues pertaining to changes to this Agreement to the Dispute resolution process set forth in Section 12.3. Notwithstanding the foregoing, a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure.

Section 12.5 No Dedication of Facilities. Any undertaking by one Party to the other Party under any provisions of this Agreement shall not constitute the dedication of the Facility or any portion thereof of either Party to the public or to the other Party or any other Person, and it is understood and agreed that any such undertaking by either Party shall cease upon the termination of such Party's obligations under this Agreement.

Section 12.6 Force Majeure.

(a) A Party shall not be considered to be in Default in the performance of any of its obligations under this Agreement when and to the extent such Party's performance is prevented by a Force Majeure that, despite the exercise of due diligence, such Party is unable to prevent or mitigate, *provided* the Party has given a written detailed description of the full particulars of the Force Majeure to the other Party reasonably promptly after becoming aware thereof (and in any event within fourteen (14) days after the initial occurrence of the claimed Force Majeure event) (the "***Force Majeure Notice***"), which notice shall include information with respect to the nature, cause and date and time of commencement of such event, and the anticipated scope and duration of the delay. The Party providing such Force Majeure Notice shall be excused from fulfilling its obligations under this Agreement until such time as the Force Majeure has ceased to prevent performance or other remedial action is taken, at which time such Party shall promptly notify the other Party of the resumption of its obligations under this Agreement. If Seller is unable to deliver, or Buyer is unable to receive, Facility Energy due to a Force Majeure, then Buyer shall have no obligation to pay Seller for Facility Energy not delivered or received by reason thereof. In no event shall Buyer be obligated to compensate Seller or any other Person for any losses,

expenses or liabilities that Seller or such other Person may sustain as a consequence of any Force Majeure.

(b) The term “*Force Majeure*” means any act of God (including fire, flood, earthquake, extremely severe storm, lightning strike, tornado, volcanic eruption, hurricane, pandemic or other natural disaster), labor disturbance, strike or lockout of a national scope, act of the public enemy, war, insurrection, riot, explosion, terrorist activities or any order, regulation or restriction imposed by Governmental Authority, military or lawfully established civilian authorities, or other occurrence that (i) prevents one Party from performing any of its obligations under this Agreement, (ii) could not reasonably be anticipated as of the date of this Agreement, (iii) is not within the reasonable control of, or the result of negligence, willful misconduct, breach of contract, intentional act or omission or wrongdoing on the part of the affected Party (or any subcontractor or Affiliate of that Party, or any Person under the control of that Party or any of its subcontractors or Affiliates, or any Person for whose acts such subcontractor or Affiliate is responsible), and (iv) by the exercise of due diligence the affected Party is unable to overcome or avoid or cause to be avoided; *provided*, nothing in clause (iv) above shall be construed so as to require a Party to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or labor dispute in which it may be involved. Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure shall exercise due diligence to remove such inability with reasonable dispatch within a reasonable time period and mitigate the effects of the Force Majeure. The relief from performance shall be of no greater scope and of no longer duration than is required by the Force Majeure. Without limiting the generality of the foregoing, a Force Majeure does not include any of the following (each an “*Unexcused Cause*”): (1) any requirement to comply with a RPS Law or any change (whether voluntary or mandatory) in any RPS Law, or other Change in Law, that may affect the value of the Products; (2) events arising from the failure by Seller to operate or maintain the Facility in accordance with this Agreement; (3) any increase of any kind in any cost; (4) delays in or inability of a Party to obtain financing or other economic hardship of any kind; (5) Seller’s ability to sell any Facility Energy at a price in excess of those provided in this Agreement or Buyer’s ability to purchase Product or any part thereof at a price lower than those provided in this Agreement; (6) curtailment or other interruption of any Transmission Service; (7) failure of third parties to provide goods or services essential to a Party’s performance; (8) Facility or equipment failure of any kind; or (9) any changes in the financial condition of Buyer or Seller affecting the affected Party’s ability to perform its obligations under this Agreement.

(c) Buyer may terminate this Agreement if (i) a Force Majeure event occurs that diminishes the production of the Facility by more than fifty percent (50%) of the Contract Capacity for a period of eighteen (18) consecutive months, or (ii) the Facility is rendered inoperable and an independent engineer that is mutually acceptable to both Parties determines that the Facility cannot be repaired or replaced within a period not to exceed twenty four (24) months following the date of the occurrence of the Force Majeure event.

(d) Any termination of this Agreement under Section 12.6(c) shall be “no-fault” and neither Party shall have any liability or obligation to the other Party arising out of such termination. Notwithstanding the foregoing, upon any such termination, each Party shall pay the other Party for any and all amounts hereunder that may be owing, or other outstanding payments

due in the ordinary course that occurred prior to the termination. The exercise by Buyer of its right to terminate the Agreement shall not render Buyer or Seller liable for any losses or damages incurred by the other Party whatsoever.

Section 12.7 Assignment of Agreement.

(a) Buyer may from time to time and at any time assign any or all of its rights, and delegate any or all of its obligations, under this Agreement, in whole or in part without the consent of Seller to a Participating Member. Notwithstanding the foregoing, in connection with any such assignment, such Participating Member shall execute a written assumption agreement in favor of Seller pursuant to which any such Participating Member shall assume all the obligations of Buyer under this Agreement, thereby relieving the assignor Buyer from its duties and obligations hereunder and thereunder.

(b) Except as otherwise set forth in this Section 12.7, a Party shall not assign any of its rights, or delegate any of its obligations, in or under this Agreement, without the prior written consent of the other Party, and such consent not to be unreasonably withheld. Any purported assignment or delegation in violation of this provision shall be null and void and of no force or effect.

Section 12.8 Ambiguity. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against either Party on the basis that the Party drafted the language, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

Section 12.9 Attorneys' Fees & Costs. Both Parties agree that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorneys' fees and costs. Each of the Parties to this Agreement was represented by its respective legal counsel during the negotiation and execution of this Agreement.

Section 12.10 Voluntary Execution. Both Parties acknowledge that they have read and fully understand the content and effect of this Agreement and that the provisions of this Agreement have been reviewed and approved by their respective counsel. The Parties further acknowledge that they have executed this Agreement voluntarily, subject only to the advice of their own counsel, and do not rely on any promise, inducement, representation or warranty that is not expressly stated herein.

Section 12.11 Entire Agreement; Amendments. This Agreement (including all Appendices and Exhibits) contains the entire understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, discussions or agreements between the Parties, or any of them, concerning that subject matter, whether written or oral, except as expressly provided for herein. This is a fully integrated document. Each Party acknowledges that no other party, representative or agent, has made any promise, representation or warranty, express or implied, that is not expressly contained in this Agreement that induced the other Party to sign this document. This Agreement may be amended or modified only by an instrument in writing signed

by each Party; provided, however, Appendix C contains detailed principles, descriptions and procedures for Scheduling and operation of the Facility, and Appendix C may be amended from time to time upon mutual written consent of the Authorized Representative of each Party.

Section 12.12 Governing Law. This Agreement was made and entered into in the County of Placer, California and shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

Section 12.13 Venue. All litigation arising out of, or relating to this Agreement, shall be brought in a state or federal court in the County of Placer in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

Section 12.14 Execution in Counterparts. This Agreement may be executed in counterparts and upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Agreement identical in form hereto by having attached to it one or more signature pages.

Section 12.15 Effect of Section Headings. Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

Section 12.16 Waiver; Available Remedies. The failure of either Party to this Agreement to enforce or insist upon compliance with or strict performance of any of the terms or conditions hereof, or to take advantage of any of its rights hereunder, shall not constitute a waiver or relinquishment of any such terms, conditions or rights, but the same shall be and remain at all times in full force and effect. Except to the extent this Agreement expressly provides an exclusive remedy for a breach, nothing contained herein shall preclude either Party from seeking and obtaining any available remedies hereunder, including recovery of damages caused by the breach of this Agreement and specific performance or injunctive relief, or any other remedy given under this Agreement or now or hereafter existing in law or equity or otherwise. Seller acknowledges that money damages may not be an adequate remedy for violations of this Agreement and that Buyer may, in its sole discretion seek and obtain from a court of competent jurisdiction specific performance or injunctive or such other relief as such court may deem just and proper to enforce this Agreement or to prevent any violation hereof. Seller hereby waives any objection to specific performance or injunctive relief; provided that where this Agreement provides an exclusive remedy, then specific performance and injunctive relief are not available. The rights granted herein are cumulative except where otherwise provided herein.

Section 12.17 Relationship of the Parties. This Agreement shall not be interpreted to create an association, joint venture or partnership between the Parties hereto or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party.

Section 12.18 Third Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the Parties. Nothing in this Agreement, whether express or implied, shall be construed to give to, or be deemed to create in, any other Person, whether as a third party beneficiary of this Agreement or otherwise, any legal or equitable right, remedy or claim in respect of this Agreement or any covenant, condition, provision, duty, obligation or undertaking contained or established herein. This Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any Person that is not a party hereto.

Section 12.19 Indemnification; Damage or Destruction; Insurance; Condemnation; Limit of Liability.

(a) **Indemnification.** Seller undertakes and agrees to indemnify and hold harmless Buyer, Participating Members, and all of their respective commissioners, officers, agents, employees, advisors, and Authorized Representatives and assigns and successors in interest (collectively, "**Indemnitees**") and, at the option of Buyer, to defend such Indemnitees from and against any and all suits and causes of action (including proceedings before FERC), claims, charges, damages, demands, judgments, civil fines and penalties, other monetary remedies or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including Seller's employees and agents, or third persons, or damage or destruction to any property of either Party or third persons, in any manner arising by reason of any breach of this Agreement by Seller, any failure of a representation, warranty or guarantee of Seller hereunder to be true in all material respects, the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of Seller, or any of the Seller's officers, agents, employees, or subcontractors of any tier, except to the extent caused by the gross negligence or willful misconduct of any such Indemnitee.

(b) **Notice.** The Parties shall give each other prompt notice of the making of any claim or the commencement of any action, suit or proceeding covered by the provisions of this Section 12.19.

(c) **Damage or Destruction.** If there is a casualty event or other event causing the destruction of the Facility that renders the Facility incapable of generating 50% or more of the Contract Capacity, Seller shall, within four (4) months of such event, enter into a contract for the design of a replacement facility designed to be capable of satisfying the obligations of Seller under this Agreement.

(d) **Insurance.** Seller shall obtain and maintain the Insurance coverages listed in Appendix E.

(e) **Condemnation or Other Taking.** Throughout the Agreement Term, Seller shall immediately notify buyer of the institution of any proceeding for the condemnation or other taking of the Facility, the Facility assets, or any portion thereof, including the occurrence of any hearing associated therewith. Buyer may participate in any such proceeding and Seller shall deliver to Buyer all instruments necessary or required by Buyer to permit such participation. Without Buyer's prior written consent, Seller (i) shall not agree to any compensation or award,

and (ii) shall not take any action or fail to take any action which would cause the compensation to be determined.

(f) **Limitation of Liability.** EXCEPT TO THE EXTENT INCLUDED IN THE LIQUIDATED DAMAGES, INDEMNIFICATION OBLIGATIONS RELATED TO THIRD PARTY CLAIMS, OR OTHER SPECIFIC CHARGES EXPRESSLY PROVIDED FOR HEREIN, IN NO EVENT SHALL EITHER PARTY OR, IN THE CASE OF BUYER, ITS INDEMNITEES, BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER COSTS, BUSINESS INTERRUPTION DAMAGES RELATED TO OR ARISING OUT OF A PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED ON OR CLAIMED UNDER STATUTE, CONTRACT, TORT (INCLUDING SUCH PARTY'S OWN NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY AT LAW OR IN EQUITY. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES OF SUCH DAMAGES, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONTRIBUTORY, CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

(g) To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, and that the liquidated damages constitute a reasonable approximation of the anticipated harm or loss.

(h) Regardless of the indemnities provided in Section 12.19 of this Agreement, Seller shall defend and indemnify Buyer regarding the Scheduling and dispatch actions performed by Buyer in accordance with Article VI and Appendix C of this Agreement.

Section 12.20 Severability. In the event any of the terms, covenants or conditions of this Agreement, or the application of any such terms, covenants or conditions, shall be held invalid, illegal or unenforceable by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application not adversely affected thereby shall remain in force and effect, *provided* that the remaining valid and enforceable provisions materially retain the essence of the Parties' original bargain.

Section 12.21 Confidentiality.

(a) The Parties will keep confidential all confidential or trade secret information made available to them in connection with this Agreement, to the extent possible, consistent with applicable laws, including the California Public Records Act. Confidential or trade secret information shall be marked or expressly identified as such ("**Confidential Information**").

(b) Notwithstanding the foregoing or any other provision of this Agreement, the Parties acknowledges that Buyer and Seller are subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§ 6250 et seq. ("**CPRA**") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et seq. ("**Brown Act**").

(c) If a Party ("Receiving Party") receives a request from a Third Party for access to, or inspection, disclosure or copying of, any of the other Party's (the "Supplying Party") confidential data or information ("Disclosure Request"), then the Receiving Party shall provide notice and a copy of the Disclosure Request to the Supplying Party within three (3) Business Days of receipt of the Disclosure Request. Within three (3) Business Days of receipt of such notice, the Supplying Party shall provide notice to the Receiving Party either:

(i) that the Supplying Party believes there are reasonable legal grounds for denying or objecting to the Disclosure Request, and the Supplying Party requests the Receiving Party to deny or object to the Disclosure Request with respect to identified confidential information. In such case, the Receiving Party shall deny the Disclosure Request and the Supplying Party shall defend the denial of the Disclosure Request at its sole cost, and it shall indemnify the Receiving Party for all costs associated with denying or objecting to the Disclosure Request. Such indemnification by the Supplying Party of the Receiving Party shall include all of the Receiving Party's costs reasonably incurred with respect to denial of or objection to the Disclosure Request, including but not limited to costs, penalties, attorney's fees awarded against the Receiving Party and the Receiving Party's attorney's fees; or

(ii) the Receiving Party may grant the Disclosure Request without any liability by the Receiving Party to the Supplying Party.

Section 12.22 Mobile-Sierra. The Parties hereby stipulate and agree that this Agreement was entered into as a result of arm's-length negotiations between the Parties. Further, the Parties believe that, to the extent the sale of Energy under this Agreement is subject to Sections 205 and 206 of the Federal Power Act, 16 U.S.C. Sections 824d and 824e, the rates, terms and conditions of this Agreement are just and reasonable within the meanings of Sections 205 and 206 of the Federal Power Act, and that the rates, terms and conditions of this Agreement will remain so during the Agreement Term. Notwithstanding any provision of this Agreement, the Parties waive all rights to challenge the validity of this Agreement or whether it is just and reasonable for and with respect to the Agreement Term, under Sections 205 and 206 of the Federal Power Act, and to request the FERC to revise the terms and conditions and the rates or services specified in this Agreement, and hereby agree not to seek, nor support any third party in seeking, to prospectively or retroactively revise the rates, terms or conditions of this Agreement through application or complaint to FERC or any other state or federal agency, board, court or tribunal, related in any manner as to whether such rates, terms or conditions are just and reasonable or in the public interest under the Federal Power Act, absent prior written agreement of the Parties. The Parties also agree that, absent prior agreement in writing by the Parties to a proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any provision of this Section is unenforceable or ineffective as to such Party), a non-party or the FERC acting *sua sponte* shall be the "public interest" application of the "just and reasonable" standard of review that requires FERC to find an "unequivocal public necessity" or "extraordinary circumstances where the public will be severely harmed" to modify a contract, as set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S.

348 (1956), and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 at 550-51 (2008) and *NRG Power Marketing, LLC v. Maine Public Utilities Comm'n*, 558 U.S. 165 (2010).

Buyer and Seller were represented by legal counsel during the negotiation and execution of this Agreement and the Parties have executed this Agreement as of the dates set forth below, effective as of the Effective Date.

BUYER:

NORTHERN CALIFORNIA POWER
AGENCY

By: Randy S. Howard
Its: General Manager
Date: _____

Approved as to Form:

By: _____
Its: General Counsel
Date: _____

SELLER:

SOUTH SUTTER WATER DISTRICT

By: _____

Its: _____

Date: _____

Approved as to Form:

By: _____

Its: General Counsel _____

Date: _____

APPENDIX A
TO POWER PURCHASE AGREEMENT,
DATED AS OF [____], 20[__]
BETWEEN
NORTHERN CALIFORNIA POWER AGENCY
AND
SOUTH SUTTER WATER DISTRICT

CONTRACT PRICE

Buyer shall compensate Seller for the Product in accordance with this Appendix A.

1) Contract Price. The Contract Price of the Product shall be equal to the Capacity Payment plus the Energy Payment plus the Environmental Attribute Payment, as each are calculated as further described herein:

i. Capacity Payment = Facility Monthly Net Qualifying Capacity * RA Capacity Rate; where:

a. RA Capacity Rate = \$4.00 per kW-month

ii. Energy Payment = Facility Energy * Energy Rate; where:

a. "Energy Rate" means, for each MWh of Facility Energy delivered during each applicable Settlement Interval, the applicable Locational Marginal Price, as defined in the CAISO Tariff and published by CAISO, at the Point of Delivery

The Parties acknowledge that CAISO will pay to Seller for each applicable Settlement Interval an amount that is equal to the Energy Payment for Facility Energy produced and delivered to the Point of Delivery on behalf of Buyer (hereinafter referred to as the "**CAISO Credit**"), and consistent with the applicable set off provisions of Section 9.4, Buyer and Seller hereby agree to net the CAISO Credit received by Seller against the Energy Payment, such that the net Contract Price paid to Seller, pursuant to Section 5.1 and this Appendix A, shall be equal to the Capacity Payment plus the Environmental Attribute Payment. For the purpose of clarity, Energy Payments made from Buyer to Seller, as credits or charges, will be equal to the total amount of credits and charges invoiced by the CAISO for Facility Energy, regardless of which market timeframe in which CAISO settlement credits and charges were derived (e.g., day-ahead market or real-time market), so that the total amount of Energy Payments made from Buyer to Seller represents a pass-through of all CAISO settlement credits and charges for Facility Energy, as if the Facility was being scheduled and settled in the CAISO markets directly by Seller.

iii. Environmental Attribute Payment = Renewable Energy Credit * REC Rate; where:

a. REC Rate = \$14.25 per MWh

APPENDIX B
TO POWER PURCHASE AGREEMENT,
DATED AS OF [____], 20[__]
BETWEEN
NORTHERN CALIFORNIA POWER AGENCY
AND
SOUTH SUTTER WATER DISTRICT

FACILITY DESCRIPTION

1. Name of Facility: Camp Far West Hydroelectric Facility
2. Owner: South Sutter Water District
3. Contract Capacity: 6.8 Megawatts
4. Location: Camp Far West Reservoir, Placer County, California
5. Operator: Seller
6. Description of Facility:

Resource Name	Contract Capacity (MW)	CAISO Resource ID	PNode	CEC ERR ID
Camp Far West Hydro	6.8	CAMPFW_7_FARWST	CMPFARW_7_B1	61075

7. Scheduling Coordinator: Buyer, or Buyer's Designee
8. Point of Interconnection: The Point of Interconnection for the Facility shall mean the point, as set forth in the Interconnection Agreement, where the Interconnection Facilities connect to the Transmission Providers Transmission System.

**APPENDIX C
TO POWER PURCHASE AGREEMENT,
DATED AS OF [____], 20[____]
BETWEEN
NORTHERN CALIFORNIA POWER AGENCY
AND
SOUTH SUTTER WATER DISTRICT**

SCHEDULING, OPERATING AND INVOICING PROCEDURES

1. Scheduling and Operating Procedures

The Scheduling and operating procedures are separately attached to this Appendix C, and are listed below:

SSWD-PM-101 – Voice and Data Communications

SSWD-PM-102 – Outage Management and Operational Reliability Data

SSWD-PM-104 – Dispatch Center Switching and Clearance Procedure

SSWD-PM-107 – Event Reporting Operating Plan

SSWD-PM-108 – Operating Instructions and Emergency Assistance

SSWD-PM-302 – Voltage Control, Automatic Voltage Regulator and Power System Stabilizer Operations

SSWD-PM-304 – Project Operations and Control

SSWD-PM-401 – Scheduling and Bidding

SSWD-XX-XXX – Placeholder for Invoicing Procedure

**APPENDIX D
TO POWER PURCHASE AGREEMENT,
DATED AS OF [____], 20[__]
BETWEEN
NORTHERN CALIFORNIA POWER AGENCY
AND
SOUTH SUTTER WATER DISTRICT**

FORM OF ATTESTATION

____ (Seller) **Environmental Attribute Attestation and Bill of Sale**

____ (“Seller”) hereby sells, transfers and delivers to Northern California Power Agency (“Buyer”) the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation from the Facility described below:

Facility name and location:

Fuel Type: Capacity (MW): _____ Operational Date: _____
As applicable: CEC Reg. no. _____ Energy Admin. ID no. _____ Q.F. ID no. _____

Dates

_____ 20____
_____ 20____
_____ 20____

MWhs generated

in the amount of one Environmental Attribute or its equivalent for each MWh generated.

Seller further attests, warrants and represents as follows:

- i) the information provided herein is true and correct;
- ii) its sale to Buyer is its one and only sale of the Environmental Attributes and associated Environmental Attribute Reporting Rights referenced herein;
- iii) the Facility generated and delivered to the grid the Energy in the amount indicated as undifferentiated Energy; and
- iv) Seller owns the Facility and each of the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of the indicated Energy for delivery to the grid have been generated and sold by the Facility.

This serves as a bill of sale, transferring from Seller to Buyer all of Seller’s right, title and interest in and to the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of the Energy for delivery to the grid.

Contact Person/telephone: _____

APPENDIX E
TO POWER PURCHASE AGREEMENT,
DATED AS OF [____], 20[__]
BETWEEN
NORTHERN CALIFORNIA POWER AGENCY
AND
SOUTH SUTTER WATER DISTRICT

INSURANCE

I. GENERAL REQUIREMENTS

Within ten (10) days after the Effective Date, Seller shall furnish Buyer evidence of commercial automobile liability, commercial general liability, excess liability, and workers' compensation coverage meeting the requirements set forth in this Appendix E from insurers acceptable to Buyer and in a form acceptable to the risk management of Buyer or acceptable to Buyer's agent for this purpose. Such insurance shall be maintained by Seller at Seller's sole cost and expense.

Such insurance shall not limit or qualify the liabilities and obligations of Seller assumed under this Agreement. Buyer shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

Any insurance carried by Buyer which may be applicable shall be deemed to be excess insurance and Seller's insurance is primary for purposes under this Agreement despite any conflicting provision in Seller's policies to the contrary.

Such insurance shall not be canceled or reduced in coverage or amount without first giving thirty (30) days' prior notice thereof (ten (10) days for non-payment of premium) by registered mail to General Manager, Northern California Power Agency.

Should any portion of the required insurance be on a "Claims Made" policy, Seller shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

II. SPECIFIC COVERAGES REQUIRED

A. Commercial Automobile Liability

Seller shall provide Commercial Automobile Liability insurance which shall include coverages for liability arising out of the use of owned (if applicable), non-owned, and hired vehicles for performance of the work by Seller or its officers, agents, or employees, as required, to be licensed under the California or any other applicable state vehicle code. The Commercial Automobile Liability insurance shall have not less than \$1,000,000.00 combined single limit per occurrence, with a self-insured retention or deductible of no more than \$100,000, and shall apply to all operations of Seller.

The Commercial Automobile Liability policy shall include Buyer, its members, and their officers, agents, and employees while acting within the scope of their employment, as additional insureds with Seller, and shall insure against liability for death, bodily injury, or property damage resulting from the performance of this Agreement by Seller or its officers, agents, or employees. The evidence of insurance shall be a form acceptable to Buyer's risk manager.

B. Commercial General Liability

Seller shall provide Commercial General Liability insurance with Blanket Contractual Liability, Independent Contractors, Broad Form Property Damage, Premises and Operations, Products and Completed Operations, fire, Legal Liability and Personal Injury coverages included. Such insurance shall provide coverage for total limits actually arranged by Seller, but not less than \$10,000,000.00 combined single limit per occurrence. Should the policy have an aggregate limit, such aggregate limits should not be less than double the Combined Single Limit. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverage shall be a form acceptable to Buyer's risk manager, and shall provide for the following:

1. Include Buyer and its members, and their respective officers, agents, and employees as additional insureds with the Named Insured for the activities and operations of Seller and its officers, agents, or employees under this Agreement.
2. Severability-of-Interest or Cross-Liability Clause such as: "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company's liability."
3. A description of the coverages included under the policy.

C. Excess Liability

Seller may use an Umbrella or Excess Liability Coverage to meet coverage limits specified in this Agreement. Seller shall require the carrier for Excess Liability to properly schedule

and to identify the underlying policies on an endorsement to the policy acceptable to Buyer's risk management agent. Such policy shall include, as appropriate, coverage for Commercial General Liability, Commercial Automobile Liability, Employer's Liability, or other applicable insurance coverages.

D. Workers' Compensation/Employer's Liability Insurance

Seller shall provide Workers' Compensation insurance covering all of Seller's employees in accordance with the laws of any state in which the work is to be performed and including Employer's Liability insurance and a Waiver of Subrogation in favor of Buyer. The limit for Employer's Liability coverage shall be not less than \$1,000,000.00 each accident and shall be a separate policy if not included with Workers' Compensation coverage. Evidence of such insurance shall be a form of Buyer Special Endorsement of insurance or on an endorsement to the policy acceptable to Buyer's risk management agent. Workers' Compensation/Employer's Liability exposure may be self-insured *provided* that Buyer is furnished with a copy of the certificate issued by the state authorizing Seller to self-insure. Seller shall notify Buyer's risk manager by receipted delivery as soon as possible of the state withdrawing authority to self-insure.

**APPENDIX F
TO POWER PURCHASE AGREEMENT,
DATED AS OF [____], 20[____]
BETWEEN
NORTHERN CALIFORNIA POWER AGENCY
AND
SOUTH SUTTER WATER DISTRICT**

**AUTHORIZED REPRESENTATIVES:
BUYER AND SELLER BILLING, NOTIFICATION AND
SCHEDULING CONTACT INFORMATION**

1. **Authorized Representative.** The initial Authorized Representatives of Buyer and Seller pursuant to Section 14.1 are as follows:

1.1 Buyer:

Northern California Power Agency
c/o: General Manager
651 Commerce Drive
Roseville, CA 95678

Telephone: 916-781-3636
Facsimile: 916-783-7693
Email: randy.howard@ncpa.com

1.2 Seller:

RESERVED

2. **Billings.** Billings and payments pursuant to Article IX and Appendix A shall be transmitted to the following addresses:

2.1 If Billing to Buyer:

Northern California Power Agency
Attention: Settlements
Telephone: 916-781-3636
Facsimile: 916-781-4255
Email: settlements@ncpa.com; acctspayable@ncpa.com

2.2 If Payment to Buyer:

Northern California Power Agency
Attention: Accounts Payable

Telephone: 916-781-4211
Facsimile: 916-781-4255
Email: Acctspayable@ncpa.com

2.3 If Payment or Billing to Seller:

RESERVED

3. **Notices.** Unless otherwise specified by Buyer all notices (other than Scheduling notices, curtailment notices, and Deemed Generated Energy notices):

If to Buyer:

Northern California Power Agency
Attention: General Counsel
Telephone: 916-781-3636
Facsimile: 916-783-7693
Email: jane.luckhardt@ncpa.com

If to Seller:

RESERVED

4. **Schedulers.** Unless otherwise specified by Buyer, all notices related to Scheduling of the Facility shall be sent to the following address:

If to Buyer:

Northern California Power Agency

Pre-scheduling: Generation schedules are to be provided to NCPA Pre-Scheduling contacts.

<u>Name</u>	<u>Phone</u>	<u>Email</u>
NCPA Preschedulers	916-786-0123 916-786-0124	Preschedulers@ncpa.com
Facsimile:	916-781-4239	

Schedule Coordination: NCPA Schedule Coordinator contacts.

<u>Name</u>	<u>Phone</u>	<u>Email</u>
NCPA SC	916-781-4237	SC2@ncpa.com
Facsimile:	916-781-4226	

Outage Coordination: All Planned and/or Forced Outages of generation facilities are to be provided to NCPA Dispatch and NCPA SC.

<u>Name</u>	<u>Phone</u>	<u>Email</u>
NCPA Dispatch	916-786-3518	Dispatch@ncpa.com
NCPA SC	916-781-4237	SC2@ncpa.com
Facsimile:	916-781-4226	

If to Seller:

RESERVED

5. **Curtailments.** All notices related to curtailments of the Facility pursuant to Section 6.5 shall be sent to the following address:

If to Buyer:

Northern California Power Agency
(see above)

If to Seller:

RESERVED

Either Party may update its contact information in this Appendix F by delivering a notice to the other Party pursuant to Section 12.2 of the Agreement, and such change shall not be considered to be an amendment pursuant to Section 12.11 of the Agreement.




30

Commission Staff Report

COMMISSION MEETING DATE: December 2, 2021

SUBJECT: Approval of Contract 21-SNR-02661 and Request for Assignment of Base Resource Percentage

AGENDA CATEGORY: Discussion/Action

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

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

RECOMMENDATION:

Approve Resolution 21-118 authorizing the General Manager of Northern California Power Agency (NCPA) to enter into Contract 21-SNR-02661 (2025 Base Resource Contract) with the United States Department of Energy Western Area Power Administration Sierra Nevada Region (Western), and to enter into Request for Assignment of Base Resource Percentage letter agreements with Members (Request for Assignment Agreement), including any non-substantial modifications to Contract 21-SNR-02661 or the Assignment of Base Resource Percentage letter agreement recommended and approved by the NCPA General Counsel.

BACKGROUND:

Western markets the surplus generation and capacity from, and operates a high-voltage transmission system as a part of the Central Valley Project (CPV). This generation, capacity and transmission product (Base Resource) is marketed in accordance with the Western final 2025 Power Marketing Plan (Marketing Plan) as published in the Federal Register (82 FR 38675). The Marketing Plan provides that starting on January 1, 2025, Western will provide 98 percent of available CVP power to its existing customers, including the Members. Western has, under separate contract with certain Members, provided a percentage of the Base Resource percentage consistent with the Marketing Plan.

Certain Members desire to assign their Base Resource percentage to NCPA to enable NCPA to administer the joint Base Resource percentages, and to create a power resource portfolio for the mutual benefits of the assigning Members. In order for NCPA to accept Member assignments of Base Resource percentage, NCPA is required to be a Western Base Resource customer by executing the 2025 Base Resource Contract. Once NCPA has executed the 2025 Base Resource Contract, individual Members can elect to assign all or a portion of their Base Resource percentage to NCPA, and upon such assignment NCPA shall administer and manage the assigned Base Resource percentage in accordance with the terms and conditions of the 2025 Base Resource Contract and the Assignment Administration Agreement for Western Area Power Administration Base Resource Percentage (AAA).

The 2025 Base Resource Contract sets forth the terms and conditions under which Western will market Base Resource to each Base Resource customer, including NCPA and the Members. The 2025 Base Resource Contract will become effective on the date the agreement is executed by NCPA and Western, and will remain in effect through December 31, 2054, subject to prior termination. NCPA may terminate the 2025 Base Resource Contract for any reason through June 30, 2024, or after June 30, 2024 based on the provisions set forth in the Marketing Plan and the 2025 Base Resource Contract.

In order for a Member to assign all or a portion of its Base Resource percentage to NCPA, a Member and NCPA are required to enter into a Request for Assignment of Base Resource Percentage letter agreement that is subsequently approved by Western. Pursuant to the Request for Assignment of Base Resource Percentage letter agreement, a Member or NCPA may elect to terminate an assignment of Base Resource percentage by submitting a 90-day written notice to Western, requesting the assignment be unwound; upon which a Member's Base Resource percentage will be returned to the Member.

The 2025 Base Resource Contract and the Request for Assignment of Base Resource Percentage letter agreement have been attached to this Staff Report for your reference.

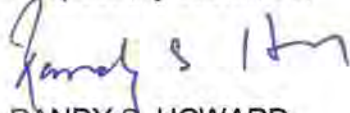
FISCAL IMPACT:

Pursuant to the 2025 Base Resource Contract, Western markets Base Resource on a take-or-pay basis. NCPA, acting on behalf of the Members' who assign all or a portion of their Base Resource percentage to NCPA, will be obligated to pay its Base Resource percentage share of Base Resources costs, as set forth in the Marketing Plan and associated rate schedules. Therefore, in addition to the 2025 Base Resource Contract and Request for Assignment of Base Resource Percentage letter agreement, each Member who elects to assign all or a portion of its Base Resource percentage to NCPA will be required to execute the AAA between NCPA and the Member, and the AAA sets forth the terms and conditions under which NCPA will administer the Member's Base Resource percentage, and establishes the assigning Member's obligation to pay for all Base Resource costs incurred by NCPA as a result of the assignment.

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:

- Resolution 21-118
- Contract 21-SNR-02661
- Request for Assignment of Base Resource Percentage Letter Agreement

RESOLUTION 21-118

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING CONTRACT 21-SNR-02661 AND THE REQUEST FOR ASSIGNMENT OF BASE RESOURCE PERCENTAGE LETTER AGREEMENT

(reference Staff Report #256:21)

WHEREAS, the United States Department of Energy Western Area Power Administration Sierra Nevada Region (Western) markets the surplus generation and capacity from, and operates a high-voltage transmission system as a part of the Central Valley Project (CPV); and

WHEREAS, this generation, capacity and transmission product (Base Resource) is marketed in accordance with the Western final 2025 Power Marketing Plan (Marketing Plan) as published in the Federal Register (82 FR 38675); and

WHEREAS, the Marketing Plan provides that starting on January 1, 2025, Western will provide 98 percent of available CVP power to its existing customers, including the Members, and Western has, under separate contract with certain Members, provided a percentage of the Base Resource consistent with the Marketing Plan; and

WHEREAS, certain Members desire to assign their Base Resource percentage to NCPA to enable NCPA to administer the joint Base Resource percentages, and to create a power resource portfolio for the mutual benefits of the assigning Members; and

WHEREAS, in order for NCPA to accept Member assignments of Base Resource percentage, NCPA is required to be a Western Base Resource customer by executing the 2025 Base Resource Contract, and once NCPA has executed the 2025 Base Resource Contract, individual Members can elect to assign all or a portion of their Base Resource percentage to NCPA, and upon such assignment NCPA shall administer and manage the assigned Base Resource percentage in accordance with the terms and conditions of Contract 21-SNR-02661 (2025 Base Resource Contract) and the Assignment Administration Agreement for Western Area Power Administration Base Resource Percentage (AAA); and

WHEREAS, the 2025 Base Resource Contract sets forth the terms and conditions under which Western will market Base Resource to each Base Resource customer, including NCPA and the Members; and

WHEREAS, the 2025 Base Resource Contract will become effective on the date the agreement is executed by NCPA and Western, and will remain in effect through December 31, 2054, subject to prior termination; and

WHEREAS, in order for a Member to assign all or a portion of its Base Resource percentage to NCPA, a Member and NCPA are required to enter into a Request for Assignment of Base Resource Percentage letter agreement that is subsequently approved by Western; and

WHEREAS, pursuant to the 2025 Base Resource Contract, Western markets Base Resource on a take-or-pay basis, and NCPA, acting on behalf of the Members' who assign all or a portion of their Base Resource percentage to NCPA, will be obligated to pay its Base Resource percentage share of Base Resources costs, as set forth in the Marketing Plan and associated rate schedules; and

WHEREAS, in addition to the 2025 Base Resource Contract and Request for Assignment of Base Resource Percentage letter agreement, each Member who elects to assign all or a portion of its Base Resource percentage to NCPA will be required to execute the AAA between NCPA and the Member, and the

AAA sets forth the terms and conditions under which NCPA will administer the Member's Base Resource percentage, and establishes the assigning Member's obligation to pay for all Base Resource costs incurred by NCPA as a result of the assignment; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts Resolution 21-118 authorizing the General Manager of Northern California Power Agency to enter into Contract 21-SNR-02661 with the United States Department of Energy Western Area Power Administration Sierra Nevada Region, and to enter into Request for Assignment of Base Resource Percentage letter agreements with Members, including any non-substantial modifications to Contract 21-SNR-02661 or the Assignment of Base Resource Percentage letter agreement recommended and approved by the NCPA General Counsel.

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

Contract 21-SNR-02661

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGION

CONTRACT FOR ELECTRIC SERVICE
BASE RESOURCE
WITH

NORTHERN CALIFORNIA POWER AGENCY

Contract 21-SNR-02661

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGION

CONTRACT FOR ELECTRIC SERVICE
BASE RESOURCE
WITH

NORTHERN CALIFORNIA POWER AGENCY

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Signature Clause
Resolution

General Power Contract Provisions

Exhibit A – Base Resource Percentage and Point(s) of Delivery

Exhibit B – Exchange Program

Exhibit C – Regulation and Reserves

Exhibit D – Rate Schedule

Contract 21-SNR-02661

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGION

CONTRACT FOR ELECTRIC SERVICE
BASE RESOURCE
WITH

NORTHERN CALIFORNIA POWER AGENCY

1. **PREAMBLE:** This Contract is made this _____ day of _____, 202____, pursuant to the Acts of Congress approved June 17, 1902, (32 Stat. 388); August 26, 1937, (50 Stat. 844); August 4, 1939, (53 Stat. 1187); and August 4, 1977, (91 Stat. 565); and Acts amendatory or supplementary to the foregoing Acts; between the UNITED STATES OF AMERICA (United States), acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called WAPA, represented by the officer executing this Contract, or a duly appointed successor, hereinafter called the Contracting Officer; and NORTHERN CALIFORNIA POWER AGENCY, a joint powers agency, organized and existing under the laws of the State of California, hereinafter called the Contractor or NCPA, its successors and assigns; each sometimes hereinafter individually called the Party, and both sometimes hereinafter collectively called the Parties.

2. **EXPLANATORY RECITALS:**

2.1 WAPA markets the surplus generation from, and operates a high-voltage transmission system as a part of, the Central Valley Project (CVP).

///

///

2.2 WAPA and the U.S. Department of the Interior, Bureau of Reclamation (Reclamation), have agreed to work together to efficiently serve Project Use and Preference Customer loads.

2.3 On August 15, 2017, WAPA's final 2025 Power Marketing Plan (Marketing Plan) was published in the Federal Register (82 FR 38675). The Marketing Plan sets forth how WAPA's Sierra Nevada Region will market the power generated from the CVP and Washoe Project.

2.4 The Marketing Plan provides that starting on January 1, 2025, WAPA will provide 98 percent of available CVP power to its existing Customers. Existing Customers will have the right to extend 98 percent of their current Base Resource percentage as provided in the Marketing Plan and under the terms and conditions of this Contract.

2.5 WAPA has, under separate contracts with certain NCPA members, provided a percentage of the Base Resource consistent with the Marketing Plan.

2.6 Those certain NCPA members, as identified in Exhibit A to this Contract, have assigned their percentages of the Base Resource to NCPA.

2.7 NCPA desires to purchase and WAPA is willing to provide a percentage of the Base Resource consistent with the Marketing Plan and the terms and conditions of this Contract.

2.8 Under the Marketing Plan, WAPA requires that its Customers schedule power in accordance with applicable operating requirements, including those of

///

1 the balancing authority area operator and WAPA's sub-balancing authority area
2 requirements.

3
4 2.9 WAPA markets power to Federal Preference Customers at the lowest
5 possible rates consistent with sound business principles pursuant to Section 1.1
6 of Delegation Order 00-037.00B.

7
8 3. **AGREEMENT:**

9 The Parties agree to the terms and conditions set forth herein.

10
11 4. **EFFECTIVE DATE AND TERM OF CONTRACT:**

12 4.1 This Contract shall become effective on the date of execution and shall
13 remain in effect until midnight of December 31, 2054, subject to prior termination
14 as otherwise provided for herein.

15
16 4.2 NCPA may terminate this Contract for any reason through June 30, 2024.

17
18 4.3 The date of initial service under this Contract is January 1, 2025.

19
20 4.4 If WAPA has not approved one or more assignments of a Base Resource
21 percentage to NCPA by July 1, 2024, this Contract shall automatically terminate.

22
23 4.5 If all NCPA members withdraw their Base Resource percentage
24 assignments, this Contract shall automatically terminate.

25
26 5. **DEFINITION OF TERMS:**

27 As used herein, the following terms whether singular or plural, or used with or without
28 initial capitalization, shall have the following meanings:

1 5.1 "Ancillary Services" means those services that are necessary to support
2 the transmission of capacity and energy from resources to loads while
3 maintaining reliable operation of the transmission system in accordance with
4 Good Utility Practice.

5
6 5.2 "BANC" means the Balancing Authority of Northern California or its
7 successor.

8
9 5.3 "Base Resource" means CVP and Washoe Project power (capacity and
10 energy) output determined by WAPA to be available for Customers, including the
11 Environmental Attributes, only after meeting the requirements of Project Use and
12 First Preference Customers, and any adjustments for maintenance, reserves,
13 system losses, and certain ancillary services.

14
15 5.4 "Base Resource Operating Capability" means that portion of the Maximum
16 Operating Capability that WAPA determines to be available to Customers in any
17 hour.

18
19 5.5 "CAISO" means the California Independent System Operator or its
20 successor.

21
22 5.6 "Capacity" means the electrical capability of a generator, transformer,
23 transmission circuit or other equipment.

24
25 5.7 "Central Valley Project (CVP)" means the multipurpose Federal water
26 development project extending from the Cascade Range in northern California to
27 the plains along the Kern River, south of the City of Bakersfield.

28 ///

1 5.8 "Custom Product" means a combination of products and services which
2 may be made available by WAPA per Customer request.

3
4 5.9 "Customer" means an entity with a contract and receiving electric service
5 from WAPA's Sierra Nevada Region.

6
7 5.10 "Energy" means capacity measured in terms of the work it is capable of
8 doing over a period of time; electric energy is usually measured in kilowatthours
9 or megawatthours.

10
11 5.11 "Environmental Attributes" means any and all credits, benefits, emissions
12 reductions, offsets, and allowances, howsoever entitled, attributable to the Base
13 Resource, and its avoided emission of pollutants.

14
15 5.12 "FERC" means the Federal Energy Regulatory Commission or its
16 successor.

17
18 5.13 "First Preference Customer" means a Preference Customer within a
19 county of origin (Trinity, Calaveras, and Tuolumne) as specified under the Trinity
20 River Division Act (69 Stat. 719) and the New Melones Project provisions of the
21 Flood Control Act of 1962 (76 Stat. 1173, 1191-1192).

22
23 5.14 "Full Load Service Customer" means a Customer that will have its entire
24 load at its delivery point(s) met by WAPA, and its Portfolio Manager functions for
25 those delivery point(s) performed by WAPA.

26
27 5.15 "Marketing Plan" means WAPA's final 2025 Power Marketing Plan for the
28 Sierra Nevada Region.

1 5.16 "Maximum Operating Capability" means the maximum electrical capability
2 from CVP generation available to produce energy, capacity and/or provide
3 ancillary services in any one or more hours.

4
5 5.17 "Minimum Base Resource" means the amount of Base Resource energy
6 generated each hour as a result of CVP minimum water releases.

7
8 5.18 "NERC" means the North American Electric Reliability Corporation or its
9 successor.

10
11 5.19 "Operating Reserves" means the combination of spinning and non-
12 spinning reserves required to meet WECC, NERC, and operating requirements,
13 including those of the balancing authority area or WAPA's sub-balancing
14 authority area.

15
16 5.20 "Portfolio Manager" means an entity responsible for determining balanced
17 hourly load and resource schedules for a Customer.

18
19 5.21 "Power" means capacity and energy.

20
21 5.22 "Preference" means the requirements of Reclamation Law that provide for
22 preference in the sale of Federal power be given to certain entities, such as
23 governments (state, Federal and Native American), municipalities and other
24 public corporations or agencies, and cooperatives and other nonprofit
25 organizations financed in whole or in part by loans made pursuant to the Rural
26 Electrification Act of 1936 (See, e.g., Reclamation Project Act of 1939,
27 Section 9(c), 43 USC 485h(c)).

28 ///

1 5.23 "Primary Marketing Area" means the area generally encompassing
2 northern and central California, extending from the Cascade Range to the
3 Tehachapi Mountains and west-central Nevada.

4
5 5.24 "Project Use" means power as defined by Reclamation Law and/or used to
6 operate CVP and Washoe Project facilities.

7
8 5.25 "Rate" means the monetary charge or the formula for computing such a
9 charge for any electric service provided by WAPA, including but not limited to
10 charges for capacity (or demand), energy, or transmission service; however, it
11 does not include leasing fees, service facility charges, or other types of facility
12 use charges. A Rate will be set forth in a Rate Schedule or in a contract.

13
14 5.26 "Rate Adjustment" means a change in an existing Rate or Rates, or the
15 establishment of a Rate or Rates for a new service. It does not include a change
16 in Rate Schedule provisions or in contract terms, other than changes in the price
17 per unit of service, nor does it include changes in the monetary charge pursuant
18 to a formula stated in a Rate Schedule or a contract.

19
20 5.27 "Rate Adjustment Procedures" means those procedures for Rate
21 Adjustments developed by WAPA, Department of Energy (DOE) or FERC which
22 include DOE Order 00-037.00B, DOE Order RA 6120-2, 10 CFR 903, and
23 18 CFR 300, as may be amended.

24
25 5.28 "Rate Effective Date" means the first date of the billing period to which a
26 Rate Schedule or Rate Schedule extension applies. WAPA will provide notice to
27 the Customers of the Rate Effective Date.

28 ///

1 5.29 "Rate Schedule" means a document identified such as a "Rate Schedule,"
2 "Schedule of Rates," or "Schedule Rate" which designates the Rate or Rates
3 applicable to a class of service specified therein and may contain other terms
4 and conditions relating to the service. On the effective date of this Contract,
5 18 CFR 300.1(b)(6) provides FERC may not approve a WAPA Rate Schedule for
6 a period that exceeds five (5) years. The Rate Schedule shall include the Rate
7 Effective Date and the effective period of the Rate Schedule.

8
9 5.30 "Regional Transmission Organization (RTO)" means an organization that
10 meets the minimum characteristics and performs the minimum functions
11 specified in FERC Order 2000, as that order may be amended or superseded.

12
13 5.31 "Regulation" means the service provided by generating units equipped
14 and operating with automatic generation control which will enable such units to
15 respond to direct control signals in an upward or downward direction to match, on
16 a real time basis, demand and resources, consistent with WECC, NERC, and the
17 balancing authority area operator's criteria.

18
19 5.32 "Scheduling Coordinator" means an entity that is responsible for providing
20 hourly load and resource schedules to the balancing authority area operator or
21 WAPA's sub-balancing authority area, in accordance with a FERC-approved tariff
22 or WAPA's procedures and practices.

23
24 5.33 "Variable Resource Customer" means a Customer that is responsible for
25 managing its own energy portfolio.

26
27 5.34 "Washoe Project" means the Federal water project located in the
28 Lahontan Basin in west-central Nevada and east-central California.

1 5.35 "WECC" means the Western Electricity Coordinating Council or its
2 successor.

3
4 6. **BASE RESOURCE ESTIMATES AND AVAILABILITY FORECAST:**

5 6.1 At the beginning of each water year, WAPA will post to WAPA's external
6 website a five-year forecast of Base Resource Operating Capability estimated to
7 be available, based on high, average, and low hydrological conditions. The
8 forecast will contain the following information:

9 6.1.1 Maximum Operating Capability of the CVP for each month;

10 6.1.2 Energy required for estimated Project Use loads, First Preference
11 Customers' loads, and ancillary service requirements.

12
13 6.2 Each month, WAPA will post to WAPA's external website a monthly Base
14 Resource forecast of Base Resource Operating Capability and energy estimated
15 to be available for each month on a rolling twelve-month basis, based on high,
16 average, and low hydrological conditions. The monthly forecast will contain the
17 following information:

18 6.2.1 Maximum Operating Capability of the CVP for each month;

19 6.2.2 Energy required for estimated Project Use loads, First Preference
20 Customers' loads, and ancillary service requirements.

21
22 6.3 WAPA shall make reasonable efforts, within its control, to ensure the
23 forecasted Base Resource will be available.

24
25 7. **ELECTRIC SERVICE FURNISHED BY WAPA:**

26 7.1 NCPA will be entitled to receive a percentage of the Base Resource as set
27 forth in Exhibit A.

28 ///

1 7.2 The estimated amount of energy available to NCPA shall be determined
2 by multiplying its Base Resource percentage by the total amount of Base
3 Resource energy available during that period.

4
5 7.3 The minimum amount of energy NCPA will be required to schedule for
6 each hour shall be determined by multiplying its Base Resource percentage by
7 the Minimum Base Resource, unless otherwise agreed to by WAPA. However, if
8 NCPA does not have sufficient load to take its percentage of the Minimum Base
9 Resource, any excess energy shall be made available to WAPA for the exchange
10 program as described later in this Contract under Section 10 and Exhibit B.

11
12 7.4 The maximum amount of energy NCPA may schedule in any hour shall be
13 determined by multiplying its Base Resource percentage by the Base Resource
14 Operating Capability. However, NCPA may schedule energy in excess of this
15 maximum, if approved by WAPA, to accommodate purchases or exchanges from
16 the exchange program.

17
18 7.5 NCPA will be entitled to the benefit of available regulation and operating
19 reserves from the CVP in proportion to its Base Resource percentage. The
20 method for calculating regulation and operating reserves is set forth in Exhibit C.

21
22 7.6 WAPA's obligation to provide NCPA's Base Resource is limited to the
23 actual CVP generation available on a real-time basis. WAPA shall have no
24 obligation to replace any Base Resource that is unavailable; for instance, Base
25 Resource that is unavailable due to scheduled maintenance, system
26 emergencies, forced outages, or other constraints. Any costs incurred by either
27 Party as a result of deviations between actual and scheduled Base Resource
28 energy shall be the responsibility of NCPA. WAPA will notify NCPA as soon as

1 reasonably practicable of any situation that will impact the availability of the Base
2 Resource, and will modify schedules accordingly, on a pro-rata basis.

3
4 7.7 Due to the variable nature of the Base Resource, WAPA may provide a
5 Custom Product upon a Customer's request. Any Custom Product will be the
6 subject of a separate contractual arrangement.

7
8 **8. DELIVERY ARRANGEMENTS:**

9 8.1 WAPA will make NCPA's Base Resource available at the generator bus or
10 such other delivery point(s) on the CVP transmission system as the Parties will
11 mutually agree, as specified in Exhibit A. WAPA reserves Network Integration
12 Transmission Service for the delivery of Base Resource on the CVP transmission
13 system under its Open Access Transmission Tariff (OATT). The rates and terms
14 of this service shall be in accordance with WAPA's then-current rate schedule
15 and OATT.

16
17 8.2 If requested by WAPA, NCPA must provide written notification to WAPA
18 by July 1, 2024, demonstrating that it has arranged for delivery of its Base
19 Resource energy to its load. Such notification shall include both transmission
20 and distribution level arrangements, as applicable. WAPA shall have no
21 obligation to make Base Resource available to NCPA if delivery arrangements
22 are not in effect. However, NCPA shall not be relieved of its obligation to pay its
23 percentage share of the Base Resource during the time in which delivery
24 arrangements are not in effect.

25
26 **9. SCHEDULING PROCEDURES, BUSINESS PRACTICES AND PROTOCOLS:**

27 9.1 All energy furnished by WAPA to NCPA will be provided on a scheduled
28 basis. NCPA agrees to abide by the scheduling procedures, business practices

1 and protocols of the applicable balancing authority area or WAPA's sub-
2 balancing authority area, as set forth on WAPA's website. The Parties recognize
3 that the scheduling procedures, business practices and protocols may require
4 modification from time-to-time to reflect updated operating procedures that may
5 become applicable to the Parties. In such event, WAPA will make such changes
6 in accordance with Section 17 of this Contract.

7
8 9.2 Designation of Scheduling Coordinator (SC): If NCPA is required to have
9 a Scheduling Coordinator; NCPA shall notify WAPA of its designated Scheduling
10 Coordinator not less than ninety (90) days prior to the date of initial service under
11 this Contract. In the event that NCPA's Scheduling Coordinator arrangement
12 changes, NCPA shall notify WAPA in writing, not less than thirty (30) days prior
13 to the change, unless a shorter notification period is agreed to by WAPA.

14
15 9.3 **If WAPA is NCPA's Portfolio Manager, as set forth in a separate**
16 **Custom Product Contract, all scheduling activities and responsibilities will**
17 **be performed by WAPA on behalf of NCPA.** At such time as WAPA is no
18 longer NCPA's Portfolio Manager, then NCPA will be responsible for
19 performance of its duties under this Section 9.

20
21 9.4 WAPA will provide Customers with the opportunity to comment on
22 WAPA's maintenance and operations plans. WAPA will facilitate Customer
23 meetings with the Bureau of Reclamation regarding cost and operation planning.

24
25 9.5 In the event that NCPA does not abide by the protocols, business
26 practices and procedures and WAPA incurs costs as a result, NCPA is
27 responsible for and shall pay such costs.

28 ///

10. **EXCHANGE PROGRAM:**

10.1 WAPA will establish and manage an exchange program to allow all Customers to fully and efficiently use their Base Resource percentage. The exchange program is a mechanism to:

10.1.1 Make available to WAPA, for provision to other Customers, any Base Resource energy a Customer cannot use on a pre-scheduled basis due to insufficient load; and

10.1.2 Help mitigate the costs incurred by a Customer for the power it is obligated to pay for, but may not be able to use.

10.2 Under the exchange program, all Base Resource energy in excess of NCPA's load will be retained by WAPA and offered by WAPA for sale to other Customers. NCPA may purchase energy from exchange program. While WAPA's retention of excess Base Resource is mandatory, purchasing from the exchange program is voluntary.

10.3 The exchange program procedures are set forth in Exhibit B. WAPA may change the program and procedures of the exchange program in accordance with Section 17 of this Contract.

10.4 WAPA will also offer a seasonal exchange program. Under the seasonal exchange program, NCPA may elect to make available to WAPA that portion of its Base Resource percentage that it is unable to use due to insufficient load. NCPA, through WAPA, will be able to exchange its unusable Base Resource percentage with other Customers. Any Customer may submit a request to WAPA to exchange or purchase energy through the seasonal exchange program. Details of a seasonal exchange will be developed with the Customer upon request by that Customer.

10.5 Exchanges of the Base Resource between NCPA and others outside of the WAPA-managed exchange programs, or other WAPA-managed programs, are prohibited.

11. **INDEPENDENT SYSTEM OPERATOR OR REGIONAL TRANSMISSION**

ORGANIZATION:

11.1 WAPA is a sub-balancing authority area within BANC. WAPA operates in conformance with its sub-balancing authority area and BANC's balancing authority area protocols, business practices and procedures. In the event of changes to any protocols, business practices and procedures, WAPA may make any changes necessary to this Contract to conform to the operating and scheduling protocols, business practices and procedures in accordance with Section 17 of this Contract.

11.2 The Parties understand that, in the future, WAPA may also change its operating configuration such as by: (1) joining an independent system operator or RTO or (2) participating in future markets such as energy imbalance markets; or (3) making system configurations to meet future operating requirements. In such an event, if WAPA is required to conform to the protocols, business practices or procedures, WAPA shall make changes to this Contract to conform to the terms and conditions required by such events in accordance with Section 17 of this Contract.

11.3 In the event that: 1) WAPA incurs costs from the balancing authority area, WAPA's sub-balancing authority area, CAISO, an RTO, or a different balancing authority area for serving NCPA's load; or 2) NCPA does not abide by the protocols business practices, or procedures of the balancing authority area, an RTO, or other balancing authority area operator that are applicable to WAPA and

WAPA incurs costs as a result, NCPA agrees to pay all such costs attributable to NCPA.

12. **WAPA RATES:**

12.1 The Base Resource will be provided on a take-or-pay basis. NCPA will be obligated to pay its Base Resource percentage share in accordance with the Rate Schedule attached hereto, whether or not it takes or uses its full Base Resource percentage.

12.2 NCPA shall pay for the electric service furnished hereunder in accordance with the Rates, charges, and conditions set forth in the CVP Schedule of Rates applicable to the Base Resource, effective January 1, 2025, or any superseding Rate Schedule.

12.3 Rates applicable under this Contract shall be subject to change by WAPA in accordance with appropriate Rate Adjustment Procedures. If, at any time, WAPA announces that it has received approval of a Rate Schedule, or extension of an existing Rate Schedule applicable to this Contract, or if a Rate Adjustment Procedure is amended, WAPA will promptly notify NCPA thereof.

12.4 NCPA, by providing written notice to WAPA within ninety (90) days after the Rate Effective Date of a Rate Schedule or Rate Schedule extension applicable to this Contract, may elect to reduce its Base Resource percentage or terminate this Contract. NCPA shall designate a Base Resource percentage reduction or termination effective date that will be effective on the last day of the billing month not later than two (2) years after the Rate Effective Date. If the termination effective date is after the Rate Effective Date, the new or extended Rates shall apply for service taken by NCPA until the termination effective date.

1 Once NCPA provides notice to terminate or reduce its Base Resource
2 percentage, WAPA will begin the process to reallocate the Base Resource to
3 other Preference Customers. NCPA may not revoke its notice to terminate or
4 reduce its Base Resource unless WAPA provides written consent.

5
6 12.5 Rates shall become effective under this Contract on the Rate Effective
7 Date stated in a Rate notice.

8
9 **13. INTEGRATED RESOURCE PLAN:**

10 13.1 In accordance with the Energy Policy Act of 1992, NCPA is required to
11 meet the requirements of WAPA's Energy Planning and Management Program
12 (EPAMP). To fulfill the requirements of EPAMP, NCPA must develop and submit
13 an integrated resource plan or alternative report, as applicable. Specific EPAMP
14 requirements are set forth in the Federal Register at (64 FR 62604) and may be
15 found on WAPA's website. Failure to comply with WAPA's EPAMP requirements
16 may result in penalties as specified therein. NCPA understands that WAPA may
17 re-evaluate its EPAMP requirements and change them from time-to-time as
18 appropriate. Such changes will be subject to a public process and publication in
19 the Federal Register.

20
21 13.2 Should the EPAMP requirements be eliminated, NCPA shall have no
22 responsibilities under Section 13.1.

23
24 **14. ADJUSTMENT OF BASE RESOURCE PERCENTAGE:**

25 14.1 Prior to the date of initial service, WAPA may adjust NCPA's Base
26 Resource percentage, as set forth in Exhibit A herein, if WAPA determines that
27 NCPA's Base Resource percentage is greater than its actual usage, as specified
28 in the Marketing Plan.

1 14.2 After the date of initial service, WAPA may adjust NCPA's Base Resource
2 percentage under any of the following conditions:

3 14.2.1 NCPA sells energy associated with its Base Resource percentage
4 to another entity for resale by that entity;

5 14.2.2 NCPA uses the energy associated with its Base Resource
6 percentage to serve loads outside of the Sierra Nevada Region's Primary
7 Marketing Area;

8 14.2.3 NCPA's annual energy associated with its Base Resource
9 percentage, is ten percent or more than its actual annual energy usage.

10
11 14.3 If WAPA determines that NCPA has met any of the conditions in Section
12 14.2 above, WAPA will take the following steps:

13 14.3.1 Notify NCPA of the nature of the concern;

14 14.3.2 Analyze NCPA's usage of the energy associated with its Base
15 Resource percentage and determine if an adjustment is necessary on a
16 case-by-case basis, with due consideration of any circumstance that may
17 have temporarily altered NCPA's energy usage;

18 14.3.3 If an adjustment is determined to be necessary, provide a 90-day
19 written notice of such adjustment; and

20 14.3.4 Reduce or rescind NCPA's Base Resource percentage
21 permanently on the effective date specified in the notice.

22
23 15. **METERING AND POWER MEASUREMENT RESPONSIBILITIES:**

24 NCPA shall be responsible for electric power metering equipment requirements and
25 power measurement data associated with the use of WAPA power under this Contract
26 as follows:

27 15.1 Unless previously installed and furnished by WAPA, NCPA shall furnish,
28 install, operate, maintain, and replace, meters and associated metering

1 equipment required for deliveries of WAPA power scheduled to each delivery
2 point on the WAPA grid, the CAISO-controlled grid, a utility distribution company
3 grid, or other electrical system, as may be applicable. Such meters shall comply
4 with the all applicable meter requirements. For instance, meters on:

5 15.1.1 WAPA's system must meet WAPA's meter requirements;

6 15.1.2 CAISO's system must meet CAISO's meter requirements; and/or

7 15.1.3 Pacific Gas and Electric Company's (PG&E) system must meet
8 PG&E's meter requirements.

9
10 15.2 NCPA shall measure power deliveries and provide certified settlement-
11 quality metering data to WAPA as requested. It is generally contemplated that
12 WAPA will require this data on a monthly basis.

13
14 15.3 If WAPA previously installed and furnished a meter to NCPA, WAPA shall
15 be allowed unrestricted, unescorted access to its revenue meter equipment.
16 NCPA shall provide a minimum of three (3) keys or the combination to NCPA's
17 existing locks. Alternatively, WAPA may provide a WAPA-owned padlock(s).
18 Access shall include all gates and/or doors required to access the metering
19 equipment.

20
21 15.4 Upon request by NCPA, to evidence receipt of the Environmental
22 Attributes, WAPA shall timely provide meter data or other mutually agreed upon
23 data to NCPA measuring the amount of CVP energy that is generated and
24 delivered to NCPA. Upon mutual agreement of Customers, WAPA and
25 Reclamation, such meters shall be modified or replaced to meet appropriate
26 standards or requirements to convey CVP Environmental Attributes to
27 Customers.

28 ///

16. **CHANGES IN ORGANIZATIONAL STATUS:**

16.1 If NCPA changes its organizational status or otherwise changes its obligation to supply electric power to Preference loads, WAPA reserves the right to adjust WAPA's power sales obligations under this Contract or to terminate this Contract, as WAPA deems appropriate. Changes in organizational status include but are not limited to:

16.1.1 Merging with another entity;

16.1.2 Acquiring or being acquired by another entity;

16.1.3 Creating a new entity from an existing one;

16.1.4 Joining or withdrawing from a member-based power supply organization; or

16.1.5 Adding or losing members from its membership organization.

16.2 For the purposes of this Section 16, a member is any Preference entity that is included in a membership, which has the responsibility of supplying power to the end-use consumer or Customer. Memberships include but are not limited to:

16.2.1 Municipality;

16.2.2 Cooperative;

16.2.3 Joint powers authority; or

16.2.4 Governmental agency.

16.3 For purposes of this Section 16, participation in a State promulgated direct access program shall not be deemed to be a change in a Customer's organizational status or its obligation to supply electric power to Preference loads.

///

///

1 16.4 Prior to making an organizational change, NCPA may request an opinion
2 from WAPA as to whether NCPA's proposed organizational change will result in
3 an adjustment of NCPA's Base Resource percentage or termination under this
4 Section 16. NCPA shall provide WAPA with all relevant documents and
5 information regarding the proposed organizational change. Based on the
6 documents and information furnished, WAPA will provide NCPA with an opinion.

7
8 16.5 In addition to the above, if the change in organizational status results in a
9 proposed transfer of the Contract, or any portion thereof, Section 37 of the
10 General Power Contract Provisions (GPCP), "Transfer of Interest in Contract,"
11 generally requires the Customer to obtain prior written approval from WAPA's
12 Administrator. Organizational changes that typically propose transfer of the
13 Contract, or a portion of the Contract, and require prior written approval from
14 WAPA include but are not limited to:

15 16.5.1 Merging with another entity;

16 16.5.2 Acquiring or being acquired by another entity;

17 16.5.3 Joining an entity; and

18 16.5.4 Creating a new entity.

19
20 17. **PROTOCOLS, BUSINESS PRACTICES AND PROCEDURES:**

21 WAPA reserves the right to make changes to protocols, business practices and
22 procedures, as needed. Prior to making any changes, WAPA will provide notice to
23 NCPA and provide NCPA with an opportunity to comment on such changes. WAPA will
24 consider any comments made by NCPA before making any changes, and shall provide
25 a written response to the comments. After a final decision is made by WAPA, if NCPA
26 is not satisfied with the decision, NCPA shall have thirty (30) days from the date of
27 WAPA's final decision to appeal the change to WAPA's Administrator. WAPA will not
28 implement a change that has been appealed until a final decision by the Administrator.

1 Notwithstanding the provisions within this Section 17, NCPA shall retain its right to
2 pursue other legal remedies available to it.

3
4 18. **ENFORCEABILITY:**

5 It is not the intent of the Parties that this Contract confer any rights on third parties to
6 enforce the provisions of this Contract except as required by law or express provision in
7 this Contract. Except as provided in this Section, this Contract may be enforced, or
8 caused to be enforced, only by WAPA or NCPA, or their successors or assigns.

9
10 19. **GENERAL POWER CONTRACT PROVISIONS:**

11 The GPCP, effective September 1, 2007, attached hereto, are hereby made a part of
12 this Contract, the same as if they had been expressly set forth herein; Except Section
13 11 shall not be applicable to this Contract. In the event of a conflict between the GPCP
14 and the provisions in the body of this Contract, the Contract shall control. The usage of
15 the term "Contractor" in the GPCP shall mean NCPA. The usage of the term "firm" in
16 Articles 17 and 18 of the GPCP shall be deemed to be replaced with the words "Base
17 Resource."

18
19 20. **EXHIBITS MADE PART OF CONTRACT:**

20 Exhibit A (Base Resource Percentage and Point(s) of Delivery), Exhibit B (Exchange
21 Program), Exhibit C (Regulation and Reserves), and Exhibit D (Rate Schedule) existing
22 under this Contract may vary during the term hereof. Each of said exhibits shall
23 become a part of this Contract during the term fixed by its provisions. Exhibits A, B, C,
24 and D are attached hereto, and each shall be in force and effect in accordance with its
25 terms until respectively superseded by a subsequent exhibit.

26 ///

27 ///

28 ///

1 21. **EXECUTION BY COUNTERPARTS:**

2 This Contract may be executed in any number of counterparts and, upon execution and
3 delivery by each Party, the executed and delivered counterparts together shall have the
4 same force and effect as an original instrument as if all Parties had signed the same
5 instrument. Any signature page of this Contract may be detached by any counterpart of
6 the Contract without impairing the legal effect of any signatures thereon, and may be
7 attached to another counterpart of this Contract identical in form hereto, by having
8 attached to it one or more signature pages.

9
10 22. **ELECTRONIC SIGNATURES:**

11 The Parties agree that this Contract may be executed by handwritten signature or
12 digitally signed using Adobe Sign, Adobe E-Signature, or DocuSign. An electronic or
13 digital signature is the same as a handwritten signature and shall be considered valid
14 and acceptable.

15 ///

16 ///

17 ///

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1 **IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed the day
2 and year first above written.

3
4 WESTERN AREA POWER ADMINISTRATION

5
6 By: _____
7 Name: Arun K. Sethi
8 Title: Vice President of Power Marketing
9 for Sierra Nevada Region
Address: 114 Parkshore Drive
Folsom, CA 95630-4710

10
11
12 NORTHERN CALIFORNIA POWER AGENCY

13
14 Attest:

15 By: _____
16 Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Address: _____

NORTHERN CALIFORNIA POWER AGENCY
Resolution

EXHIBIT A
(Base Resource Percentage and Point(s) of Delivery)

1. This Exhibit A, to be effective under and as part of Contract 21-SNR-02661 (Contract), shall become effective upon execution of the Contract; and shall remain in effect until either superseded by another Exhibit A or termination of the Contract.
2. Pursuant to the Marketing Plan, NCPA's extended Base Resource percentage is 0.0, which is made up of the following:

2.1

Assignor	Percentage
Alameda Municipal Power	0
City of Biggs	0
City of Gridley	0
City of Healdsburg	0
City of Lodi	0
City of Lompoc	0
City of Palo Alto	0
Plumas-Sierra Rural Electric Cooperative	0
Port of Oakland	0
City of Ukiah	0
Total	0

- 2.2 Assignment of the above allocations shall remain in effect for the duration of the Contract or upon 90-day written notice from any of the above NCPA members or from NCPA to WAPA requesting a withdrawal of an assignment. If an NCPA member listed above or NCPA requests a withdrawal of an assignment, this Exhibit A will be modified to reflect the remaining Base Resource percentages.
3. NCPA's Base Resource percentage may be adjusted by WAPA as specified in the Contract.
4. NCPA's Base Resource percentage will be adjusted effective January 1, 2040, in accordance with the Marketing Plan, to establish the 2040 Resource Pool for new power allocations.
5. The point(s) of delivery on the CVP transmission system for NCPA's Base Resource shall be either WAPA's Tracy 230-kV or Tracy 500-kV or Cottonwood 230-kV Substations, or as requested by NCPA and approved by WAPA.

Northern California Power Agency
Exhibit A to
Contract 20-SNR-02338

6. All power deliveries provided under this Contract shall be adjusted for the applicable transformation and transmission losses on the 230-kV system. Additional transformation and/or transmission losses shall be applied to deliveries at other than the 230-kV level.
7. This Exhibit A shall be replaced by WAPA as necessary under the terms and conditions set forth in the Contract, and a signature is not required by either Party.

EXHIBIT B
(Exchange Program)

1. This Exhibit B, to be effective under and as a part of Contract 21-SNR-02661, (Contract) shall become effective upon execution of the Contract; and, shall remain in effect until superseded by another Exhibit B or termination of the Contract.
2. NCPA is in agreement with the procedures set forth herein.
3. If necessary, WAPA retains the right to make subsequent revisions to Exhibit B after consultation with its Customers. At such time as WAPA promulgates a revision of this Exhibit B, NCPA shall have the option of either accepting the new revision to this Exhibit B or opting out of making purchases from the Exchange Program. If WAPA does not receive notice from NCPA opting out of making purchases from the Exchange Program within 30 days of NCPA's receipt of a revised Exhibit B, NCPA may automatically continue to make purchases from the Exchange Program if already participating.
4. Exchange Program:
 - 4.1 WAPA has established separate Exchange Program for the Full Load Service Customer group and the Variable Resource Customer group. A Customer cannot be in both the Full Load Service Customer group and the Variable Resource Customer group at the same time.
 - 4.2 The Exchange Program will take place on a pre-scheduled basis.
 - 4.3 Base Resource power in excess of a Customer's load in any hour will be distributed by WAPA in the applicable Exchange Program group (Full Load Service or Variable Resource).
 - 4.4 A Customer may choose whether to make purchases from the Exchange Program for its group. Participation in making purchases from the Exchange Program requires a Customer to accept Exchange Program power if it has load in that hour. However, even if a Customer chooses not to participate in making purchases, if that Customer's Base Resource amount exceeds its load in any hour, the excess will go into the Exchange Program for that Customer's group for that hour, for use by participating Customers with load not met by Base Resource power in that hour. In other words, the retention of Base Resource in excess of a Customer's load is mandatory, while participation in making purchases from the Exchange Program is voluntary.

4.5 If a Customer chooses not to make purchases from the Exchange Program, a written notice to that effect must be submitted to WAPA by November 1, 2024. Thereafter, a Customer must submit a written notice to WAPA at least one (1) month prior to changing its participation status; Except if a Customer has elected to make purchases from the Exchange Program and subsequently changes its participation status, the Customer must wait a minimum of one (1) year to again participate in the Exchange Program. Participation status will change on the first day of the month following the required notice period or the minimum one (1) year waiting period.

4.6 A Customer must use its Base Resource power prior to using any other source to meet its load, unless agreed to by WAPA in writing. A Customer participating in the Exchange Program must use Exchange Program power prior to any other source to meet its load, unless agreed to by WAPA in writing.

4.7 Each participating Customer in each group will receive an equal share in megawatts of that group's Exchange Program power available for that hour, up to the Customer's unmet load in that hour.

4.8 Any Exchange Program power that is excess to a Customer's unmet load will go back to the Exchange Program for the group to which the Customer belongs, for that same hour. This power will be reallocated to participating Customers in that group on an equal basis until either that group's Exchange Program has no remaining power in that hour, or no participating Customers in that group have unmet load in that hour.

4.9 If there is power remaining in the Full Load Service Exchange Program or the Variable Resource Exchange Program in any hour, and none of the participating Customers in that group have unmet load in that hour, the remaining power will go to the other group's Exchange Program for that same hour.

4.10 If, in any hour, no participating Customers have unmet load but there is power remaining in either group's Exchange Program, that power may be offered for sale by WAPA unless the amount of power is de minimis.

4.11 Customers' power bills will be adjusted to reflect transactions into and out of the Exchange Program.

EXHIBIT C
(Regulation and Reserves)

1. This Exhibit C to be effective under and as a part of Contract 21-SNR-02661 (Contract), shall become effective upon execution of the Contract; and, shall remain in effect until superseded by another Exhibit C or termination of the Contract.
2. Definitions of Terms:
 - 2.1 Contingency Reserve: An additional amount of operating reserves sufficient to reduce Area Control Error (ACE) to zero in ten minutes following loss of generating capacity, which would result from the most severe single contingency. Contingency Reserves will consist of Spinning and Nonspinning Reserves.
 - 2.2 Frequency Response Reserves: Spinning Reserves which provides the required Frequency Response needed for the reliable operation of an interconnection. The energy is provided by the generator's governor's response to a frequency deviation from scheduled system frequency.
 - 2.3 Nonspinning Reserve: That operating reserve not connected to the system but capable of serving demand within ten minutes, or interruptible load that can be removed from the system within ten minutes.
 - 2.4 Spinning Reserve: Unloaded generation which is synchronized and ready to serve additional demand.
3. WAPA's Disposition of Contingency Reserves and Regulation:
 - 3.1 Contingency Reserves: WAPA will provide all Base Resource schedules with Contingency Reserves, including Spinning, Nonspinning, and Frequency Response Reserves. Contingency Reserves will be provided from CVP generation as available, or procured from other sources as necessary.
 - 3.2 Regulation: WAPA will not provide Regulation with Base Resource schedules. Any sales of Regulation by WAPA will be credited against the Power Revenue Requirement.

EXHIBIT D
(Rate Schedule)

1. This Exhibit D to be effective under and as a part of Contract 21-SNR-02661 (Contract), shall become effective upon execution of the Contract; and, shall remain in effect until superseded by another Exhibit D or termination of the Contract.
2. The CVP Schedule of Rates for Base Resource and First Preference Power (CV-F13) begins on page 2 of this Exhibit D.
3. This Exhibit D shall be replaced by WAPA as necessary under the terms and conditions set forth in the Rate Schedule, and a signature is not required by either Party.

REQUEST FOR ASSIGNMENT OF
(ASSIGNOR)
BASE RESOURCE PERCENTAGE
TO (ASSIGNEE)

1. BACKGROUND:

(ASSIGNOR) (Acronym) is an (Agency Type). (ASSIGNOR) entered into Base Resource (BR) Contract 20-SNR-0XXXX (BR 0XXXX), dated (Effective Date), with the Western Area Power Administration (WAPA). BR 0XXXX provides (ASSIGNOR) with 0.XXXX percent of WAPA's BR. (ASSIGNOR) is located in the California Independent System Operator's Balancing Authority Area. (Assignor) assigned its BR percentage under 00-SNR-00XXX to (ASSIGNEE) (Acronym), a (Agency Type), under Request for Assignment 00-SNR-0XXXX (Assignment 0XXXX) effective (Effective Date). Those contracts and assignments will terminate December 31, 2024. ASSIGNEE and ASSIGNOR wish to retain the assignment beyond 2024.

2. REQUEST FOR ASSIGNMENT OF (ASSIGNOR) BR PERCENTAGE TO (ASSIGNEE):

- 2.1 On the effective date, (ASSINGOR) hereby requests WAPA assign its BR Percentage to (ASSIGNEE) under (ASSIGNEE)'s BR Contract 20-SNR-0XXXX.
- 2.2 (ASSIGNEE) is agreeable to taking responsibility for (ASSIGNOR)'s 0.XXXX percentage of BR.
- 2.3 As of the effective date, (ASSIGNEE) assumes all the rights, duties, and obligations associated with receiving the (ASSIGNOR)'S BR Percentage under BR 0XXXX.
- 2.4 (ASSIGNOR) and (ASSIGNEE) shall jointly and separately indemnify and hold WAPA harmless from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from this Request for Assignment.
- 2.5 (ASSIGNOR) and (ASSIGNEE) agree that either (ASSIGNOR) and (ASSIGNEE) may unilaterally submit a 90-day written notice to WAPA to terminate this Assignment. Termination shall become effective on the first day of the month following the 90-day period. On the effective date of the termination, this Assignment to (ASSIGNEE) shall terminate and the BR Percentage shall revert to (ASSIGNOR). (ASSIGNEE) shall hold WAPA harmless from any and all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from issuing a notice to terminate or termination of this Request for Assignment.

- 2.6 This Request for Assignment shall remain in effect until the earlier of: (a) December 31, 2054; or (b) until it is terminated pursuant to Section 2.5 above.

3. REDUCTION OF (ASSIGNOR)'S BR PERCENTAGE OR TERMINATION OF (ASSIGNOR)'S BR 0XXXX:

Section 4.2 of the BR 0XXXX allows for (ASSIGNOR) to reduce its BR Percentage or terminate BR 0XXXX for any reason through June 30, 2024. Section 12.4 of BR 0XXXX also allows for (ASSIGNOR) to reduce its BR Percentage or terminate BR 0XXXX within ninety (90) days after the Rate Effective Date of a Rate Schedule or Rate Schedule extension.

- 3.1 Should WAPA receive a request from (ASSIGNOR) to reduce its BR Percentage, the BR Percentage assigned to (ASSIGNEE) shall be reduced in (ASSIGNEE)'s BR 0XXXX on the effective date of the reduced BR Percentage.
- 3.2 Should WAPA receive a request from (ASSIGNOR) to terminate (ASSIGNOR)'s BR 0XXXX, (ASSIGNOR)'s assigned BR Percentage shall be returned to WAPA for reallocation on the effective date of the termination of (ASSIGNOR)'s BR 0XXXX.

4. EXECUTION BY COUNTERPARTS:

This Request for Assignment may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Request for Assignment may be detached by any counterpart of this Request for Assignment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this identical in form hereto, by having attached to it one or more signature pages.

5. ELECTRONIC SIGNATURES:

The Parties agree that this Request for Assignment may be executed by handwritten signature or digitally signed using Adobe Sign, Adobe E-Signature, or DocuSign. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

6. AGREEMENT:

All parties to this Request for Assignment agree that this assignment will become effective on the first day of the first month following the date of approval by WAPA's Administrator or a later date if agreed to by WAPA and (ASSIGNOR).

(ASSIGNOR)

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

(ASSIGNEE)

By: _____

Title: _____

Address: _____

Date: _____

The above Request for Assignment of the BR Percentage from (ASSIGNOR) to (ASSIGNEE) under BR 0XXXX is hereby approved.

Date: _____

By: _____

Tracey A. LeBeau
Administrator and Chief Executive Officer
Western Area Power Administration