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Minutes - DRAFT

Date: October 29, 2020
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 Teresa O'Neill called the meeting to order at 9:40 am via teleconference. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the September 25, 2020, Regular Commission Meeting

Motion: A motion was made by Jerry Serventi, and seconded by Pauline Rocucci to approve the Minutes of the September 25, 2020, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present.
San Francisco BART and Plumas-Sierra were absent.

PUBLIC FORUM

No comments from the public addressed the Commission.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

General Manager Randy Howard reported:

- Provided an update on COVID-19 cases in Placer County. The County is in level orange, but could see the County moving backward as positive cases are up 29% over the last 14 days and deaths are slightly up as well. A memo was sent to staff extending the telecommuting to the end of the year. At this time, no new employee cases, but did have an employee's wife test positive. Continue to follow the required Agency procedures with regards to COVID-19.
- Held calls with most Members and their technical staff on the NCPA Strategic Plan. In the process of gathering all the information and will provide an overview at the in December meeting.
- Held a celebration of life for former Geothermal Plant Manager Bob Young who passed away in March – his name is now displayed on the rock at the Headquarters office.

- Several outages due to PG&E's PSPS events at NCPA's generating facilities. The weather conditions continue to be very dry, which could greatly impact NCPA's Hydro Facility this coming winter.
- Coordinating RPS guidelines at the California Energy Commission regarding the 10-year procurement requirement. We have concerns with procurement flexibility and meeting Resource Adequacy.

4. *Executive Committee*

Committee Chair O'Neill reported the Executive Committee met twice, via teleconference, since the last Commission meeting. The Committee heard an update from the General Manager and General Counsel, and discussed the annual performance evaluation procedures and guidelines for the General Manager and General Counsel positions.

5. *Facilities Committee*

Assistant General Manager Monty Hanks reported the Committee met twice, via teleconference, since the last Commission meeting. The Committee discussed items 15-23, and 26-28 on today's agenda. A quorum of the Committee was established, and recommend Commission approval of all items.

6. *Finance Committee*

Finance Committee Chair Greg Scharff reported the Committee met once, via teleconference, since the last Commission meeting to review item 13 on today's agenda. The next Finance Committee meeting will be held on November 10th.

7. *Legal Committee*

General Counsel Jane Luckhardt reported the Committee met twice, via teleconference, since the last Commission meeting. The Committee met in Closed Session and discussed Item 30 on today's agenda. No reportable action taken on that item. The next meeting is scheduled for November 5th

8. *Legislative & Regulatory Affairs Committee*

The Legislative & Regulatory Affairs Committee Chair Mark Chandler reported the Committee did not meet since the last Commission meeting. Members continue to participate in the Agency's ongoing virtual Speakers Series sessions. NCPA hosted a Speakers Forum on October 6th where members and other entities heard presentations from political pollster Frank Luntz, and financial expert Daniel Hartman in honor of Public Power Week. The next Committee meeting is scheduled on December 2nd.

9. *Members' Announcements & Meeting Reporting*

No member announcements or reports were made.

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 item were pulled from Consent.*

Motion: A motion was made by Mark Chandler, and seconded by Jerry Serventi to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26. The motion carried by a majority of those members present on a roll call vote with abstentions noted below for each item.

San Francisco BART and Plumas-Sierra were absent.

10. NCPA's Financials for the Month Ended September 30, 2020 – approval by all members.

11. Treasurer's Report for the Month Ended September 30, 2020 – accept by all members.

12. Disposal of Northern California Power Agency Surplus Property – note and file by all members for the disposal of the following items: I-shaped cinder blocks from Collierville Powerhouse; various sized festoon cables from Collierville Powerhouse; and scrap metal from Lodi Energy Center.

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

Redding abstained.

13. Acceptance of the Annual Financial Statement and Associated Audit Report and Letter for the Year Ended June 30, 2020 and 2019 – accept and file by all members.

14. Approve 2021 NCPA Committee Meeting Calendar – approval by all members.

15. Resolution 20-67, Katama Technologies, Inc. – First Amendment to the Five-Year Multi-Task Consulting Services Agreement; Applicable to the following projects: All NCPA Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), or 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 Katama Technologies, Inc., with any non-substantial changes as recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$250,000 to \$1,000,000, for continued use at any facilities owned and/or operated by NCPA, its Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the Agreement increases the not to exceed to \$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. Under the Support Services Program Agreement, a Member requesting services/goods is responsible for satisfying its own Purchasing Policies.

16. Resolution 20-68, Evoqua Water Technologies, LLC – Five Year Multi-Task General Services Agreement for Water Treatment Related Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Evoqua Water Technologies, LLC for water treatment related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

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.

- 17. Resolution 20-69, Sulzer Turbo Services Houston, Inc. – Five Year Multi-Task General Services Agreement for Inspection and Maintenance Related Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities (except LEC), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Sulzer Turbo Services Houston, Inc., for inspection and maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,000,000 over five years, for use at all facilities owned and/or operated by NCPA (except LEC), NCPA Members, by SCPPA, or by SCPPA Members.
- Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$3,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
- 18. Resolution 20-70, Pure Process Filtration, Inc. – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following projects: Northern California Power Agency (NCPA) CT Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Pure Process Filtration, Inc., for filter purchases and storage of goods, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at the NCPA CT facilities.
- 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.
- Redding, Shasta Lake and Truckee Donner abstained.*
- 19. Resolution 20-71, Ancon Marine dba Ancon – Five Year Multi-Task General Services Agreement for Specialized High Pressure Cleaning, Vacuum Trucks, Safety and Fire Watch Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Ancon Marine dba Ancon for specialized high pressure cleaning, vacuum trucks, safety and fire watch services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.
- Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$2,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
- 20. Resolution 20-72, Rege Construction – Five Year Multi-Task General Services Agreement for General Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Rege Construction for general maintenance services, including grading, excavation, and paving, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.
- 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.

- 21. Resolution 20-73, Brian Davis dba Northern Industrial Construction – Five Year Multi-Task General Services Agreement for Miscellaneous Maintenance General Services; Applicable to the following projects: 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 Five Year Multi-Task General Services Agreement with Brian Davis dba Northern Industrial Construction for general maintenance services, including welding, safety, and fire watch services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.
Fiscal Impact: Total cost of the agreement is not to exceed \$2,500,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
- 22. Resolution 20-74, MP Environmental Services, Inc. – Five Year Multi-Task General Services Agreement for General Maintenance Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with MP Environmental Services, Inc. for general maintenance services, including removal and disposal of sulfur bins, hazardous material, phase separators, and vacuum truck services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,000,000 over five years, for use at all facilities owned and/or operated by NCPA.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$3,000,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.
Redding and Shasta Lake abstained.
- 23. Resolution 20-75, First Amendment to Second Amended and Restated Ground Lease with the City of Lodi; Applicable to the following projects: Northern California Power Agency (NCPA) CT2 and LEC Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Second Amended and Restated Ground Lease with the City of Lodi, with any non-substantial changes recommended and approved by the NCPA General Counsel, for the Annex land.
Fiscal Impact: The lease annex is expected to be utilized for only LEC. LEC FY2021 budget for lease is \$1,194,809. The first year lease will be prorated from the start date, expected to be \$13,540. Total lease expenditures for the first year will be \$1,202,226.16. This is \$7,417.16 above the budgeted amount and can be absorbed in the existing budget.
Redding, Shasta Lake and Truckee Donner abstained.
- 24. Resolution 20-76, LEC Annex Land Improvement Project; Applicable to the following projects: Northern California Power Agency (NCPA) CT2 and LEC Facilities** – adopt resolution by all members delegating authority for the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA Procurement Policies and Procedures, without further approval by the Commission for the LEC Annex Land Improvement Project, for a total not to exceed project amount of \$300,000, including approval for this project to be funded from the LEC Maintenance Reserve.
Fiscal Impact: The land improvements will cost \$300,000. Because of the change of scope of work in the LEC major overhaul scheduled for 2022, funds are available in the Maintenance Reserve to pay for these costs.
Redding, Shasta Lake and Truckee Donner abstained.

25. Resolution 20-77, Lodi Energy Center 2022 Major Parts Purchase; Applicable to the following projects: Northern California Power Agency (NCPA) Lodi Energy Center (LEC) Facility – adopt resolution by all members authorizing the LEC 2022 Major Parts Purchase as per the Long Term (LTP) agreement between NCPA and Siemens, and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the parts in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed \$2,500,000, and approval for these funds to come from the LEC Maintenance Reserve.

Fiscal Impact: The funds to complete the 2022 Major Parts Purchase in the amount of \$2,500,000 have been collected as part of the LEC Maintenance Reserve.

Redding, Roseville, Shasta Lake, and Truckee Donner abstained.

26. Resolution 20-78, National Oceanic and Atmospheric Administration (NOAA) - License Agreement; Applicable to the following projects: NCPA Geothermal Facility – adopt resolution by all members authorizing the General Manager or his designee to enter into a License Agreement with the National Oceanic and Atmospheric Administration (NOAA), for a term of ten years, allowing them to install, operate, and maintain a weather monitoring station at the NCPA Geothermal Facility.

Fiscal Impact: NCPA incurs negligible costs associated with this agreement, therefore, there is no fiscal impact to NCPA.

Redding, Shasta Lake and Truckee Donner abstained.

DISCUSSION / ACTION ITEMS

27. Approval of Amendment to Resolution No. 20-08, Geothermal Plant 1 HVAC System Project Request for Additional Funds; Applicable to the following projects: NCPA Geothermal Facility – approve amendment to resolution by all members for the Geothermal Plant 1 HVAC System Project, delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project, without further approval by the Commission, for an updated total not to exceed project cost of \$1,500,000, and authorizing the use of up to \$606,183 from the Maintenance Reserve.

Fiscal Impact: Total cost of the Plant 1 HVAC System Project is not to exceed \$1,500,000. This project was partially funded in FY2021. Additional funds will be needed to complete the project, which staff is proposing will come from FY2022 budget.

Assistant General Manager Joel Ledesma provided an overview of the amendment to the Geothermal Plan 1 HVAC System Project. Joel explained the bidding process and the budget reserve for this project. The Commission discussed and agreed with staff's recommendation.

Motion: A motion was made by Roger Frith, and seconded by Jerry Serventi to approve the amendment to resolution approving the Geothermal Plant 1 HVAC System Project, delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project, without further approval by the Commission, for an updated total not to exceed project cost of \$1,500,000, and authorizing the use of up to \$606,183 from the Maintenance Reserve. Motion carried by a majority on a roll call vote of those members present.

San Francisco BART and Plumas-Sierra were absent.

Redding, Shasta Lake and Truckee Donner abstained.

28. Overview of Budget Process and Approach – Request for Guidance of FY2021/22 Northern California Power Agency Operating Budget Directions – request of guidance and direct staff to prepare for the FY2021/22 NCPA Operation Budget in accordance with accepted directions.

Assistant General Manager/CFO Monty Hanks gave a presentation and an overview of the budget process and approach for FY2021-22 Operating Budget. The Commission discussed and noted that this coming year the Members are facing budget impacts due to the COVID crisis. In addition,

wildfire risks will continue to be a concern with regards to plant operations, unfunded liability that will impact NCPA and the Members, and volatility in the markets are going to be difficult in the coming year.

Motion: A motion was made by Pauline Roccucci, and seconded by Roger Frith to accept the guidance and direct staff to prepare for the FY2021/22 NCPA Operation Budget in accordance with accepted directions. Motion carried by a majority on a roll call vote of those members present.
San Francisco BART and Plumas-Sierra were absent.

General Counsel Jane Luckhardt recused herself from the meeting during item 28A discussion.

28.A Resolution 20-79, Demonstration of Energy & Efficiency Developments Grant Agreement for Northern California Power Agency Green Hydrogen Electrolyzer Feasibility Study – Supporting Clean Energy; Applicable to the following project: NCPA Lodi Energy Center (LEC) Facility – adopt resolution by all members authorizing the General Manager or his designee to enter into a Demonstration of Energy & Efficiency Developments (DEED) Grant Agreement for NCPA Green Hydrogen Electrolyzer Feasibility Study Supporting Clean Energy Investment, between NCPA and the American Public Power Association, conditioned on the approval of the LEC Project Participants Committee, with any non-substantial changes recommended and approved by the NCPA General Counsel, to accept the grant of \$48,450.00 to be used towards completing a Green Hydrogen Electrolyzer Feasibility Study. And, grant APPA a non-exclusive, royalty-free, perpetual, worldwide, irrevocable license to use, copy, publish, create derivative works, distribute, market and support, in all mediums including APPA's website, all information, materials and work product, including reports, abstracts, videos, guidebooks, software programs, documentation, and other deliverables, created pursuant to this Grant (collectively, the "Work").
Fiscal Impact: NCPA has been awarded \$48,450 for this project. This funding award will pay for approximately 50% of the feasibility study being performed by Black and Veatch. The remaining funding will come from LEC's FY2021 operations and maintenance approved budget.

General Manager Randy Howard provided a brief background and an overview of the Energy & Efficiency Developments Grant Agreement for Northern California Power Agency Green Hydrogen Electrolyzer Feasibility Study – Supporting Clean Energy.

Motion: A motion was made by Roger Frith, and seconded by Mark Chandler to approve the resolution members authorizing the General Manager or his designee to enter into a Demonstration of Energy & Efficiency Developments (DEED) Grant Agreement for NCPA Green Hydrogen Electrolyzer Feasibility Study Supporting Clean Energy Investment, between NCPA and the American Public Power Association, conditioned on the approval of the LEC Project Participants Committee, with any non-substantial changes recommended and approved by the NCPA General Counsel, to accept the grant of \$48,450.00 to be used towards completing a Green Hydrogen Electrolyzer Feasibility Study. And, grant APPA a non-exclusive, royalty-free, perpetual, worldwide, irrevocable license to use, copy, publish, create derivative works, distribute, market and support, in all mediums including APPA's website, all information, materials and work product, including reports, abstracts, videos, guidebooks, software programs, documentation, and other deliverables, created pursuant to this Grant (collectively, the "Work").

Motion carried by a majority on a roll call vote of those members present. *Redding, Roseville, Shasta Lake, and Truckee Donner abstained.*
San Francisco BART and Plumas-Sierra were absent.

General Counsel Jane Luckhardt rejoined the meeting.

INFORMATIONAL ITEMS

29. Overview of FY 2020 Annual Billing Settlements Review Process – update and staff presentation.

Assistant General Manager / CFO Monty Hanks gave a presentation on the FY 2020 Settlement Summary and Preliminary Results of generation resources, transmission, management services, pass-through, and third party revenues. Preliminary results of the net FY 2020 settlements is approximately \$5.58 million. Once the settlement discussions are vetted through the Committees and approved by the Commission, Members will have the option to put these funds in the General Operating Reserve (GORE) or refund included in total annual billing settlements. Non-members refunds will be in accordance with Agency payment terms.

Non-essential Members and NCPA staff left the meeting for closed session discussion. The Commissioners and essential staff called into closed session using a separate call-in line.

CLOSED SESSION

30. 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.

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

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the public meeting.

REPORT FROM CLOSED SESSION

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

NEW BUSINESS

ADJOURNMENT

The October 29, 2020, Commission meeting was adjourned at 11:40 am by Chair O'Neill.

Respectfully submitted,

TERESA O'NEILL
Commission Chair

Prepared by,

CARY A. PADGETT
Assistant Secretary to the Commission

Attachments

Northern California Power Agency
Commission Meeting / Teleconference
October 29, 2020
COMMISSIONER
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	Roger Frith
3 - GRIDLEY	Paul Eckhert
4 - HEALDSBURG	David Hagele
5 - LODI	Mark Chandler
6 - LOMPOC	Jenelle Osborne
7 - PALO ALTO	Greg Scharff
8 - PORT OF OAKLAND	Jared Carpenter
9 - PLUMAS-SIERRA REC	
10 - REDDING	Kristen Schreder
11 - ROSEVILLE	Pauline Roccucci
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	Chair Teresa O'Neill
14 - SHASTA LAKE	James Takehara
15 - TRUCKEE DONNER	Joe Horvath
16 - UKIAH	Mel Grandi

**Northern California Power Agency
Commission Meeting / Teleconference
October 29, 2020
Attendance List**

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

NAME	AFFILIATION
Nico Procos	Alameda
Bo Sheppard	Biggs
Terry Crowley	Healdsburg
Jeff Berkheimer	Lodi
George Morrow	Lompoc
Khaly Nguyen	Port of Oakland
Michelle Bertolino	Roseville
Basil Wong	Santa Clara
Randy Howard	NCPA
Jane Luckhardt	NCPA
Jane Cirrincione	NCPA
Monty Hanks	NCPA
Joel Ledesma	NCPA
Tony Zimmer	NCPA
Cary Padgett	NCPA
Mike Whitney	NCPA

SUPPORT SERVICES PROGRAM STATUS REPORT
November 23, 2020

Member Name	Designated Representatives	Confirmation NTE Amount	Date Approved
Alameda - AMP	General Manager & AMP General Counsel	\$ 75,000	06/08/16
BART			
Biggs	Utility Director & City Attorney	\$ 125,000	08/09/16
Gridley			
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	\$ 50,000	10/05/15
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

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0195	City of Roseville	11/6/20	\$ 14,721.00	Dudek; Services to recertify Roseville's Wildfire Mitigation Plan

No.	Member Name	Date	Amount NTE	Vendor name & Short Description
0194 Amd.	Truckee Donner PUD	10/30/20	\$149,368.69	NorCal Power Services LLC; maintenance testing on Martis Valley substation; subsequent amendment to add repair work as a result of testing.
0192	City of Redding	11/19/20	\$ 76,840.00	GDS Associates, Inc.; Services re: REU's Energy Efficiency Integrated Resource Plan with ultimate goal being the development of final report that provides recommendation of preferred portfolio, identifies potential funding sources and approximate budgets through 2030.
0191	City of Redding	9/22/20	\$119,082.40	Quantum Spatial, Inc.; Provide remote sensing data for REU's transmission and distribution system in the Tier 3 region to assist with vegetation management and planning, including LiDAR services.
0190	City of Redding	9/22/20	\$ 81,675.00	Bell Burnett & Edwards; Provide operational risk assessment of REU's distribution system.
0189	City of Redding	10/7/20	\$ 84,305.00	Hometown Connections, Inc.; Provide strategic planning facilitation services.
0188	City of Santa Clara	9/1/20	\$ 28,350.00	Aspen Environmental; Continued services for meter data analysis support.
0187	City of Redding	9/17/20	\$238,670.00	Katama Technologies, Inc.; Provide detailed design for Phase 1 fiber optic cabling loop between key substations. SOW includes Business Case and White Paper re cost-benefit of future commercial and residential use; full loop network design, and development of design and construction specs for Public Works RFP.
0186	Alameda Municipal Power	9/21/20	\$ 75,000.00	Flynn Resource Consultants, Inc.; Continued services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, and other services as requested in FY21.
0185	City of Santa Clara	9/14/20	\$119,822.70	Cadmus Group LLO; Energy efficiency services for SVP's Rebate Programs.
0182	Alameda Municipal Power	9/21/20	\$ 40,000.00	Flynn Resource Consultants, Inc.; Services in May-June 2020 re electric transmission issues.

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.
0177	Port of Oakland	8/14/20	\$ 15,465.00	Trimark Associates, Inc.; Create portal managed by Trimark for the Port to access meter data remotely. Dashboard to include meters Culbertson, Davis, SS-1, and SS-1a.
0176	City of Santa Clara	7/24/20	\$ 14,318.25	Unique Scaffold; Scaffolding services for valve inspections at Cogen facility.
0175	City of Roseville	6/15/20	\$ 47,500.00	Energy & Resource Solutions; energy efficiency and electrification services in FY21.
0174	City of Roseville	6/4/20	\$ 25,027.60	Gannett Fleming, Inc.; structural engineering services for the design of two pad foundations and two pier foundations for Fiddymont substation transformer addition project.
0173	City of Roseville	6/3/20	\$ 20,198.50	Gannett Fleming, Inc.; civil engineering design services for Industrial Substation Bay 2 switchgear foundation.
0169	City of Healdsburg	4/14/20	\$ 8,920.00	HOT/SHOT Infrared Inspections, Inc.; for ground infrared inspections of substation and 12kv circuits in Healdsburg WUI area.
0168	City of Santa Clara	5/4/20	\$ 24,118.72	Performance Mechanical, Inc.; maintenance to address Quench Tee Leak at DVR facility.
0166	City of Palo Alto	7/1/20	\$ 73,325.00	Energy & Research Solutions; energy efficiency consulting services including energy savings calculation review, rebate application review, business energy audits and technical advice.
0164	City of Palo Alto	6/16/20	\$ 51,015.00	IEC Corporation; engineering services to develop technical bid packages for electrical circuit breaker replacements at various substation sites within the City of Palo Alto.
0162	City of Redding	4/13/20	\$ 8,569.60	Hometown Connections; to provide Leadership Development Workshop.
0160 Amd.	City of Santa Clara	5/4/20; Amd. 8/4/20	\$ 73,115.00	HRST, Inc.; Prepare feasibility study to address failures on two Allison 501 combustion turbines in the finned portion of the boiler plates; additional services to investigate stack lean issue & review chemistry program.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0159	Alameda Municipal Power	3/18/20	\$ 23,670.00	Navigant Consulting, Inc.; Independent review and assessment services for AMP's Wildfire Mitigation Plan.
0153	City of Santa Clara	4/3/2020	\$ 34,510.00	Aspen Environmental; consulting services rata analysis as requested by SVP.
0151	City of Healdsburg	2/1/20	\$ 50,000.00	IEC Corporation; Development of a Power Purchase Agreement and review/consulting on proposed design for floating solar project.
0148	City of Santa Clara	11/1/19	\$149,01500	Flynn Resource Consultants, Inc.; support for regulatory and/or contractual issues and analysis related to CAISO, CRRs, PG&E transmission system analysis support, NERC and WECC compliance standards, and other support as requested.
0146	City of Palo Alto	5/26/20	\$ 3,770.00	Lakeshore Global; perform Member compliance audit, Green-e Process Audit verification protocol in effect for RY19 and issue report.
0145	City of Palo Alto	5/26/20	\$ 2,740.00	Lakeshore Global; perform Member compliance audit, SVP Standard 2018 and SVP Residential 2018, for CEC's Amended Power Source Disclosure Program Regulations.
0139	City of Santa Clara	2/19/20	\$ 3,944.90	Nor-Cal Battery Company; Maintenance of plant battery chargers at DVR facility.
0136	City of Healdsburg	10/1/19	\$ 15,000.00	NCPA; provide graphic design services on an as-needed basis.
0133	City of Santa Clara	12/23/19	\$ 47,195.00	Fossil Energy Research Corp; review NOx monitor system and data to assist with values and recommendations for correction; AIG tuning as requested.
0117	City of Lodi	8/22/19	\$236,740.00	Burns & McDonnell; engineering design and environmental analysis for the PG&E Northern San Joaquin 230 kV Transmission Project to be incorporated into PG&E's PEA.
0110	City of Santa Clara	6/20/19	\$ 48,775.00	Cameron-Cole LLC; annual CARB greenhouse gas emissions and mandatory compliance reporting of greenhouse gas emissions; years 2018-2020.

0080	City of Roseville	7/11/18	\$148, 084.00	Siemens Energy, Inc.; Year 3 of 5-year T-3000 Maintenance Program
0079	City of Redding	7//10/18	\$ 64,223.09	Siemens Energy, Inc.; Year 3 of 5-year T-3000 Maintenance Program

SSA CONFIRMATIONS EXECUTED AND IN PROGRESS (SCPPA CONTRACTS)

No.	NCPA or SCPPA Member	Date	Amount	Vendor Name & Short Description
0193	City of Roseville	10/07/20	\$ 49,950.00	Richard Heath & Associates, Inc.; Perform Energy Efficiency audits and installations with enabled smart thermostats and perform HVAC tune-ups.
0184	City of Lodi	10/23/20	\$ 52,170.00	Efficiency Services Group, LLC; Provide its "Keep Your Cool" commercial Refrigeration Program in FY21.
0183	Alameda Municipal Power	8/11/20	\$ 1,165.90	Green Acres Advertising and Design, Inc.; Customization of Rooftop Solar Consumer Protection Guidebook.
0181	City of Santa Clara	9/14/20	\$ 2,800.00	Green Acres Advertising and Design, Inc.; Customization of Rooftop Solar Consumer Protection Guidebook.
0180	City of Lodi	9/1/20	\$ 150.00	Green Acres Advertising and Design, Inc.; Customization of Rooftop Solar Consumer Protection Guidebook.
0178	City of Roseville	7/14/20	\$ 35,005.00	RKS Research & Consulting; conduct CMUA 2020 Statewide Residential Research and additional oversampling among Residential customers.
0171	City of Redding	7/13/20	\$125,000.00	Alternative Energy Systems, Inc. – continued energy efficiency and engineering support services in FY21.
0149	City of Lodi	3/18/20	\$ 53,325.00	Efficiency Services Group, LLO; provide "Keep Your Cool" Commercial Refrigeration Program through FY21.
0147	City of Santa Clara	1/30/20	\$150,000.00	Center for Sustainable Energy; development of an implementation level fleet electrification plan, including plan to replace city fleet vehicles with EVs and

				provide charging stations, estimate costs and funding sources, etc.
0144	City of Santa Clara	12/3/19	\$814,813.97	Efficiency Services Group, LLC; provide "Keep Your Cool" Commercial Refrigeration Program during FY20 and FY21.



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Commission Staff Report

AGENDA ITEM NO.: **5**

Date: December 3, 2020

To: NCPA Commission

Subject: November 4, 2020 Regular and Special 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 16, 2020
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: November 4, 2020 Facilities Committee Meeting Minutes

- 1. Call Meeting to Order & Roll Call** – The meeting was called to order by Committee Chair Brian Schinstock (Roseville) at 9:04 am. Attending via teleconference and on-line presentation were Alan Harbottle, and Vidhi Chawla (Alameda), Mark Sorensen (Biggs), Jiayo Chiang (Lodi), Tikan Singh (Lompoc), Poorvi Rao (Palo Alto), Mike Brozo (Plumas-Sierra), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), Basil Wong, and Monica Nguyen (Santa Clara), and Willie Manuel (TID). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Gridley, Healdsburg, 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 7, 2020 Facilities Committee meeting.**

Motion: A motion was made by Basil Wong and seconded by Tikan Singh recommending approval of the October 7, 2020 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 3. All NCPA Facilities, Members, SPPA – ORR Protection Systems, Inc. First Amendment to MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task General Services Agreement with ORR Protection Systems, Inc., increasing the not to exceed amount from \$1,500,000 to \$3,000,000, with no change to the contract term, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SPPA, and SPPA 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 ORR Protection Systems, Inc., effective April 17, 2020, for an amount not to exceed \$1,500,000. In July 2020, a

Request for Proposal was released for the NCPA Geothermal Plant 1 Fire System Modernization Project, with bids due on July 16, 2020. NCPA received only one bid, which was much higher than the project engineering estimate. To ensure competitiveness, Geo staff updated the project scope and released an updated Request for Proposal, with bids due on August 4, 2020. NCPA received bids from ORR Protections Systems, Inc. and Sabah International, Inc., with a third vendor, Johnson Controls, Inc., declining to bid. ORR Protection Systems, Inc. was the apparent winner, with a bid total of \$1,298,751. This First Amendment will increase the not to exceed amount from \$1,500,000 to \$3,000,000. This will ensure there are sufficient funds available for both the Geothermal Plant 1 Fire System Modernization Project, as well as for the remaining term of the enabling agreement. This agreement is still available for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. NCPA currently has agreements in place for similar services with Sabah International, Inc., Fire Safety Supply Company, Bay Cities Pyrotector, Inc. and Bay Cities Fire Protection, Inc.

Motion: A motion was made by Brian Schinstock and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with ORR Protection Systems, Inc., with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$1,500,000 to \$3,000,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

4. **NCPA Facilities, Members, SCPPA – Tesco Controls, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Tesco Controls, Inc. for integrated electrical and process control systems services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

This is a new agreement with a new vendor. It is an enabling agreement with no commitment of funds. NCPA's Geothermal staff was contacted by Tesco Controls, Inc., who expressed a desire to be added to NCPA's vendor list for services, because they routinely work in the Geysers area. After having met with this vendor, staff recommends entering into an enabling agreement with Tesco Controls, Inc., so established terms and conditions are in place should this vendor be the successful bidder on future projects. Also, increasing the pool of qualified vendors willing to work in the more remote location of NCPA's Geothermal facility results in more competitive bidding when services are needed. Agreements in place for similar services include Nor-Cal Controls ES, Inc., Wunderlich-Malec, Systems, Inc., and dHeurle Systems, Inc. (pending).

Motion: A motion was made by Mike Brozo and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Tesco Controls, Inc. to provide integrating electrical and process control systems services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

5. **NCPA Geothermal Facility – Fifth Amendment to the Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent Pipeline Project** – Staff was seeking a recommendation for Commission approval of the Fifth Amendment to the Amended and Restated Steam Suppliers Joint Operating Agreement Southeast Geysers Effluent

Pipeline Project, updating the Cost Responsibility calculation used and extending the agreement expiration date for an additional two years. ***This item was not ready. It was pulled from the agenda, and will be brought back to a future meeting.***

- 6. All NCPA Facilities, Members, SCPPA - Process Innovations, Inc. First Amendment to MTCSA** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to transfer assignment of Five-Year Multi-Task Consulting Services Agreement for OSISoft PI support services to Brandenburg Holdings, LLC dba Process Innovations/Process Plugins, and approval of related Standard Software License Agreement, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

On January 23, 2020, NCPA entered into a five-year Multi-Task Consulting Services Agreement for OSISoft PI support services with Process Innovations, Inc. On August 31, 2020, Process Innovations, Inc. was acquired by Brandenburg Holdings, LLC dba Process Innovations/Process Plugins, and wishes to accept assignment of the contract via this First Amendment to the Multi-Task Consulting Services Agreement. In 2015, when the initial Consulting Services Agreement was executed, NCPA entered into a Software License Agreement related to the services. Due to the acquisition by Brandenburg Holdings, LLC dba Process Innovations/Process Plugins, an updated license agreement is needed.

Motion: A motion was made by Tikan Singh and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Process Innovations, Inc. to transfer assignment of the agreement to Brandenburg Holdings, LLC dba Process Innovations/Process Plugins for OSISoft PI support services, and further approval of the related Standard Software License Agreement, both with any non-substantial changes recommended and approved by the NCPA General Counsel, which Consulting Services Agreement shall not exceed \$500,000 over five years, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 7. Settlements Summary Results for FY20** – Staff reviewed results of the settlements summary for FY 2020, and was seeking a recommendation for Commission approval of the FY 2020 Annual Billing Settlement for the period of July 1, 2019 through June 30, 2020.

This year's Net Refund of Excess Collections due to participants at fiscal year-end was \$5.58 million or 1.2% of Collections (net of credits) to date. The sources of these refunds were as follows: (1) Net Generation & Transmission operating costs of \$2.9 million; (2) Management Services costs of \$1.4 million; and (3) Pass-Through Costs and Interest and Other Income of \$1.3 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. The final settlement summary for FY 2020 will be presented to the LEC PPC, Utility Directors, and then on to the Commission for approval on December 3, 2020. Member refunds will be deposited into respective GOR accounts, unless otherwise requested per Member. Non-Members will receive a miscellaneous credit billing on the next ARB.

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending Commission approval of the FY 2020 Annual Billing Settlements as presented 11/04/2020 for the period of July 1, 2019 through June 30, 2020, totaling approximately \$5.58 million. A vote was

taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, Santa Clara, and TID. The motion passed.

- 8. Professional Services Agreement between NCPA and BAMx Members** – Staff provided background information for the Bay Area Municipal Transmission (BAMx) Agreement, and was seeking a recommendation for Commission approval of a five-year Professional Services Agreement between NCPA and the Cities of Palo Alto and Santa Clara, (BAMx Members), with a not to exceed amount of \$3,250,000.

The cities of Palo Alto and Santa Clara have joined together to form a working group known as the BAMx Members. Under this arrangement the BAMx Members work together to improve the reliability and cost-effectiveness of transmission service they receive through the CAISO. The BAMx Members previously requested Northern California Power Agency (NCPA) to enter into a consulting services arrangement on their behalf with Flynn Resource Consultants Inc., (Flynn RCI), under which Flynn RCI would act as project manager and shall coordinate the efforts of BAMx. In response to this request, NCPA has worked with the BAMx Members to develop a professional services agreement, and consulting services agreement under which the services requested may be provided.

The Professional Services Agreement between NCPA and the Cities of Palo Alto and Santa Clara (the Professional Services Agreement) describes NCPA's obligation to act as the billing agent on behalf of the BAMx Members with respect to the services provided under the Consulting Services Agreement between NCPA and Flynn RCI (the Consulting Services Agreement). Charges incurred under the Consulting Services Agreement will be allocated and billed to the BAMx Members in accordance with the Professional Services Agreement.

Motion: A motion was made by Basil Wong and seconded by Tikan Singh recommending Commission approval authorizing the General Manager or his designee to enter into a five-year Professional Services Agreement between NCPA and the cities of Palo Alto and Santa Clara, (BAMx Members), with a not to exceed amount of \$3,250,000 with any non-substantial changes recommended and approved by NCPA General Counsel. A vote was taken by roll call: YES = Alameda, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 9. Consulting Services Agreement between NCPA and Flynn Resource Consultants, Inc.** – Staff provided background information and was seeking a recommendation for Commission approval of a five-year Consulting Services Agreement between NCPA and Flynn Resource Consultants Inc. (Flynn RCI), under which Flynn RCI is to act as project manager and shall coordinate the efforts of BAMx Members with a not to exceed amount of \$3,250,000.

Pursuant to the Professional Services Agreement, NCPA will enter into the Consulting Services Agreement on behalf of the BAMx Members. Under the Consulting Services Agreement, Flynn RCI will provide various services to the BAMx Members, including monitoring, meeting participation, coordinating with affected or other participating parties, and as necessary, preparing and submitting formal position submittals for the following subject matters: grid planning activities, CPUC and CEC transmission matters, and California market design activities.

Motion: A motion was made by Basil Wong and seconded by Tikan Singh recommending Commission approval authorizing the General Manager or his designee to enter into a five-year Consulting Services Agreement between NCPA and Flynn Resource Consultants Inc. (Flynn RCI), under which Flynn RCI is to act as project manager and shall coordinate the efforts of BAMx Members with a not to exceed amount of \$3,250,000 with any non-substantial changes recommended and approved by NCPA General Counsel. A vote was taken by roll call: YES =

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

10. 2021 Major Insurance Renewal Proposal – Staff presented background information and was seeking a recommendation for Commission approval of NCPA Major insurance renewals for 2021.

Since there is only one more Commission Meeting before expiration of the insurance policies, staff will estimate premiums based on trends, data, and etc. Based on the current information, staff request General Manager Authority to negotiate and bind contracts based on not-to-exceed limits of \$3,122,000 for the property premium, and \$1,483,200 for excess liability, with a total not-to-exceed premium amount of \$4,605,300. Insurance premiums increased approximately 25-30% nationwide in 2019 and 30-50% in 2020. Recent devastating California wildfires put CA accounts under increased scrutiny and rate hikes. The excess liability/casualty market is extremely disrupted & stressed with a loss of \$400,000,000 in the past two years. Staff will report back to the Facilities Committee with final premiums after the final quotes are received.

Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending Commission approval delegating authority to the General Manager to negotiate and bind property damage and liability coverage amounts as presented (or better) with a not-to-exceed amount of the proposed premiums of approximately \$4,605,300. A vote was taken by roll call: YES = Alameda, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

INFORMATIONAL ITEMS

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

South Sutter Water District is seeking scheduling coordinator and dispatch services with a possible long term PPA for project output. Camp Far West Hydroelectric Project is a 6.8MW reservoir outlet hydroelectric project. This is a run-of-river project with its primary focus on irrigation for rice farming. It is RPS and RA eligible, and will be available in 2021. Indicative offers are due November 20, 2020.

El Dorado Irrigation District is seeking indicative offers for scheduling services of their P184 Powerhouse, which is two 10MW hydroelectric units for a total 20.9MW output. This is a run-of-river project with the diversion canal source flow controlled. It is RPS and RA eligible, and will be available in 2021.

Haypress Powerhouse is also seeking indicative offers for scheduling services of two 5MW hydroelectric power units totaling 10MW. This is certified RPS and RA eligible for Sierra Local. It is a run-of-river type project as well, with an average 16,100MWh annually.

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

Geo – There was one safety incident when a contractor damaged a light pole. There was also one near miss when a steam valve was left open prior to a wireline operation. The safety training for staff is 85% completed. The net generation for October 2020 was 78.2 MW with the YTD net generation at 603.9 GWh, 0.3% above the forecast. An October 25-27, 2020 PG&E PSPS event took both the Fulton and Lakeville Transmission lines out of service. Steam Field activities included conducting wireline surveys, and repairing the Bear Canyon, and P-Site roads. Fifty-one

new industrial doors were installed at the plants. Locks and signage still need to be installed for these. Development of an engineering package for eye wash stations began with laser surveys of the plant areas. The current balance for the Maintenance Reserve is \$928,555. The balance for FY 2021 after projects should be \$822,372, with the FY 2022 balance at \$558,555 after the Plant #2 overhaul.

CTs – October operations included 22 actual starts for CT1, of 21 forecasted, plus an additional 25 ghost starts, bringing the FYTD total to 139. CT2 had 23 actual starts of 0 forecasted, bringing the FYTD total to 72. Two forced outages occurred during the month. CT1's outage was due to bleed valve replacement. CT2 also experienced a forced outage due to a long PG&E gas line outage. Other repairs at CT2 included gear box temperature, nozzle steam valve, ignition transformer, gas compressor, and the HP drum level during that outage. There were no planned outages.

Hydro – Collierville was in a dual unit outage the weekend of October 10-11, 2020 for debris removal. Collierville Unit 1 was in an outage from October 12 – 23, 2020 for annual maintenance. Ebbetts Pass Fire Department performed high angle rope rescue training during the month. New Spicer Meadows (NSM) storage is currently at 81,732 acre-feet, with a goal of no less than 80,000 acre-feet by the end of December 2020. The long-term meteorology forecast is for a La Nina year. November priorities include Collierville Unit 2 outage for annual maintenance November 9 – 20, 2020. Cloud seeding started November 1, 2020 for the coming winter. Weather Modification is the vendor performing the cloud seeding. Reserve maintenance funds will be approximately \$22 million by the end of FY 2021.

13. Planning and Operations Update –

- NCPA Renewables RFP – Staff is seeking member feedback regarding interest in these projects. The current projects in which Members have expressed interest include: 1) Glover Solar, 2) Avangrid Stagecoach, 3) Calpine Geysers, 4) ORMAT Geo, and 5) OCID. Review of additional proposals is currently underway.
- The 2021 Annual RA Filings have been submitted to the CAISO.
- The Sonoma Clean Power Services Agreement has been executed. Integration is underway.
- Strategic Planning Effort – Member meetings continue.
- LEC MSG discussions have started with internal staff meetings.
- EBCE – The automatic extension was triggered November 2, 2020 for this services agreement.
- COVID-19 Update – Operations continue in a dual mode of the NCPA dispatch and scheduling functions.

14. Next Meeting – The next regular Facilities Committee meeting is scheduled for December 2, 2020.

ADJOURNMENT

The meeting was adjourned at 11:18 am.

Teleconference call only due to Covid19

Northern California Power Agency November 4, 2020 Facilities Committee Meeting Attendance List

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

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

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

[illegible]



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Minutes – Draft

Date: November 17, 2020
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: November 4, 2020 Special Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Brian Schinstock (Roseville). A sign-in sheet was passed around. Attending via teleconference and on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Paul Eckert (Gridley), Terry Crowley (Healdsburg), Jiayo Chiang and Melissa Price (Lodi), Tikan Singh (Lompoc), Shiva Swaminathan and Jim Stack (Palo Alto), Mike Brozo (Plumas-Sierra), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), Steve Hance, Basil Wong, Paulo Apolinario, Eric Shum, and Monica Nguyen (Santa Clara), and Willie Manuel and Owen Goldstrom (TID). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

INFORMATIONAL ITEMS

- 2. Battery Storage Overview Presentation** – Ken Barrentine, with Utilicast, LLC, presented information regarding battery storage, including market operations, opportunities, benefits, and costs.

This presentation used contemporary information from market sources including the CAISO, the CPUC, and industry experience, to describe the current battery storage market operations, opportunities, benefits, and costs. The topics covered included: 1) Operations and Efficiency; 2) Resource Adequacy; 3) Legislation and Regulation (FERC, NERC, CEC, CPUC, and CAISO); 4) Market Operations and Valuation; 5) Locations – Centralized and Distributed; 6) Interconnection Requirements and Timelines; 7) Levelized Cost of Energy and Project Costs; 8) Operations and Optimization; 9) Building Projects; and 10) PPAs. This information was focused on education, and did not provide recommendations. The presentation provided up-to-

date valuable information to make the best decision possible when considering entering into a PPA, building a project, or a combination of both.

ADJOURNMENT

The meeting was adjourned at 3:06 pm.

Teleconference call only due to Covid19

Northern California Power Agency November 4, 2020 Special Facilities Committee Meeting Attendance List

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

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

**Northern California Power Agency
November 4, 2020 Special Facilities Committee Meeting
Attendance List**

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

[illegible]



Commission Staff Report

November 18, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: October 31, 2020 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth <i>S.A.</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:

Approval by all members

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the December 3, 2020 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, 2020 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

The financial report 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.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (1)

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

**Schedule of Disbursements
(Unaudited)**

For the Month of October 2020

Operations:

Geothermal	\$ 1,557,954
Hydroelectric	4,846,125
CT#1 Combustion Turbines	340,591
CT#2 STIG	802,279
Lodi Energy Center	4,862,695
NCPA Operating	<u>38,954,105</u>
Total	<u>\$ 51,363,749</u>

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED OCTOBER 31, 2020**

PERCENT OF YEAR ELAPSED 33%
--

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
<u>GENERATION RESOURCES</u>					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 1,705,305	\$ 5,948,540	\$ 20,872,106	28%	
Debt Service (Net)	2,782,355	11,129,421	33,388,263	33%	
Annual Budget Cost	4,487,660	17,077,961	54,260,369	31%	
Geothermal					
Other Plant Cost	3,412,885	10,561,568	30,610,931	35%	
Debt Service (Net)	412,538	1,650,154	4,950,461	33%	
Annual Budget Cost	3,825,423	12,211,722	35,561,392	34%	
Combustion Turbine No. 1					
	648,991	2,318,155	7,883,578	29%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	320,486	882,050	910,006	97%	(a)
Other Plant Cost	348,964	1,065,961	2,252,911	47%	(a)
Debt Service (Net)	402,180	1,608,721	4,826,162	33%	
Annual Budget Cost	1,071,630	3,556,732	7,989,079	45%	
Lodi Energy Center					
Fuel	2,721,357	9,693,611	32,955,703	29%	
Other Plant Cost	1,428,461	6,875,869	33,571,561	20%	
Debt Service (Net)	2,168,653	8,674,612	26,023,835	33%	
Annual Budget Cost	6,318,471	25,244,092	92,551,099	27%	
Member Resources - Energy					
	4,121,121	21,394,757	60,055,852	36%	
Member Resources - Natural Gas					
	317,129	1,355,194	2,442,174	55%	(b)
Western Resources					
	4,761,510	11,093,180	29,869,636	37%	(c)
Market Power Purchases					
	2,667,501	11,430,423	27,422,650	42%	(d)
Load Aggregation Costs - CAISO					
	67,433,290	229,635,519	250,995,102	91%	(e)
Net GHG Obligations					
	-	133,440	-	N/A	
	95,652,726	335,451,175	569,030,931	59%	
<u>TRANSMISSION</u>					
Independent System Operator					
Grid Management Charge	620,337	2,582,315	2,674,231	97%	(f)
Wheeling Access Charge	9,130,202	33,108,362	112,666,513	29%	
Ancillary Services	3,771,539	7,593,505	3,750,031	202%	(g)
Other ISO Charges/(Credits)	8,388,911	(182,626)	935,326	-20%	(h)
	21,910,989	43,101,556	120,026,101	36%	
<u>MANAGEMENT SERVICES</u>					
Legislative & Regulatory					
Legislative Representation	101,688	502,387	2,180,121	23%	
Regulatory Representation	67,513	230,725	715,280	32%	
Western Representation	44,270	186,019	716,059	26%	
Customer Programs	35,158	97,575	476,652	20%	
Judicial Action	72,195	153,466	460,000	33%	
Power Management					
System Control & Load Dispatch	457,825	2,029,841	6,765,755	30%	
Forecasting, Planning, Prescheduling & Trading	201,944	891,802	2,934,342	30%	
Industry Restructuring & Regulatory Affairs	46,089	136,667	425,152	32%	
Contract Admin, Interconnection Svcs & External Affairs	76,156	329,701	999,897	33%	
Gas Purchase Program	4,581	21,470	81,738	26%	
Market Purchase Project	5,250	29,280	117,239	25%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED OCTOBER 31, 2020**

PERCENT OF YEAR ELAPSED
33%

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
Energy Risk Management	16,740	72,199	229,845	31%	
Settlements	57,023	228,700	923,646	25%	
Integrated Systems Support	3,221	84,059	266,055	32%	
Participant Pass Through Costs	174,035	331,727	1,590,641	21%	
Support Services	404,728	668,039	-	N/A	
	1,768,416	5,993,657	18,882,422	32%	
TOTAL ANNUAL BUDGET COST	119,332,131	384,546,388	707,939,454	54%	
<u>LESS: THIRD PARTY REVENUE</u>					
Plant ISO Energy Sales	10,356,807	46,364,209	105,258,271	44%	(i)
Member Resource ISO Energy Sales	2,918,710	11,744,400	26,421,509	44%	(j)
Member Owned Generation ISO Energy Sales	6,966,274	34,347,052	69,679,260	49%	(k)
Customer Owned Generation ISO Energy Sales	108	23,662	-		
NCPA Contracts ISO Energy Sales	1,867,277	7,184,591	18,914,977	38%	(l)
Western Resource Energy Sales	5,000,717	14,839,299	17,480,649	85%	(m)
Load Aggregation Energy Sales	44,953,843	99,944,529	-	N/A	
Ancillary Services Sales	849,836	2,042,380	3,988,092	51%	
Transmission Sales	9,198	36,792	110,376	33%	
Western Credits, Interest and Other Income	10,066,998	59,844,562	34,901,791	171%	(n)
	82,989,768	276,371,476	276,754,925	100%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 36,342,363	\$ 108,174,912	\$ 431,184,529	25%	

- (a) Increase in costs due to greater than projected MWhs of generation. CT2 is at 681% of budgeted MWhs at 10/31/20. Fuel costs, CA ISO charges, and variable costs have increased as a result of increased generation.
- (b) Variance caused by greater than anticipated natural gas purchases for Lodi, Healdsburg, Ukiah, and Gridley.
- (c) Variance due to higher than anticipated MWh for Western Resource. MWhs are 58.6% of budget at 10/31/20.
- (d) Increase due to higher than anticipated market purchases and price per Mwh.
- (e) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy. Additionally, the CAISO market experienced historically high day-ahead market prices for several days during the August heatwave. Prices peaked at nearly \$1000/MWh. Typical prices are around \$35/MWh. In addition, NCPA load quantities also increased in response to the heatwave.
- (f) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy. Additionally, GMC rates are volumetric and charges went above budget with increased load quantities during August heatwave.
- (g) Increase due to unbudgeted costs related to East Bay Community Energy and San Jose Community Energy. Additionally, during the August heatwave the CAISO faced significant deficiencies in operating reserves (Ancillary Services). This scarcity drove up the cost of Ancillary Services well above typical rates.
- (h) Increase due to unbudgeted revenues related to East Bay Community Energy, San Jose Community Energy, and NCPA Pool. Additionally, during system events like what was experienced in August, the CAISO must increase out-of-market actions, which when taken will result in unanticipated costs. CAISO dispatched as much system capacity as possible, which will result in increased neutrality costs.
- (i) Much of NCPA's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (j) Member's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (k) Member's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (l) Increase due to high market prices from August through October.
- (m) Western's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (n) Variance caused by unbudgeted revenue from customers and greater than anticipated member contract sales.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	October 31,	
	2020	2019
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 17,198	\$ 36,287
Investments	45,942	55,612
Accounts receivable		
Participants	-	2,699
Other	5,060	1,218
Interest receivable	302	430
Inventory and supplies	5,948	8,891
Prepaid expenses	542	772
TOTAL CURRENT ASSETS	74,992	105,909
RESTRICTED ASSETS		
Cash and cash equivalents	57,538	38,296
Investments	164,944	177,850
Interest receivable	597	790
TOTAL RESTRICTED ASSETS	223,079	216,936
ELECTRIC PLANT		
Electric plant in service	1,494,633	1,507,154
Less: accumulated depreciation	(1,028,952)	(1,014,408)
	465,681	492,746
Construction work-in-progress	-	182
TOTAL ELECTRIC PLANT	465,681	492,928
OTHER ASSETS		
Regulatory assets	223,733	222,883
Preliminary survey and investigation costs	-	642
Investment in associated company	265	265
TOTAL ASSETS	987,750	1,039,563
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	18,934	29,845
Pension deferrals	16,936	17,055
Deferred Outflows - ARO	61,957	62,066
TOTAL DEFERRED OUTFLOWS OF RESOURCES	97,827	108,966
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,085,577	\$ 1,148,529

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	October 31,	
	2020	2019
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 11,576	\$ 48,210
Accounts and retentions payable - restricted for construction	-	10
Member advances	993	1,586
Operating reserves	21,106	19,464
Current portion of long-term debt	43,745	42,545
Accrued interest payable	9,700	10,927
TOTAL CURRENT LIABILITIES	87,120	122,742
NON-CURRENT LIABILITIES		
Net pension and OPEB liability	63,003	66,126
Operating reserves and other deposits	132,246	131,680
Interest rate swap liability	20,799	16,513
Asset Retirement Obligations	67,131	65,646
Long-term debt, net	568,963	616,480
TOTAL NON-CURRENT LIABILITIES	852,142	896,445
TOTAL LIABILITIES	939,262	1,019,187
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	87,582	83,627
Pension and OPEB deferrals	4,737	5,802
TOTAL DEFERRED INFLOWS OF RESOURCES	92,319	89,429
NET POSITION		
Net investment in capital assets	(12,400)	(14,264)
Restricted	22,508	18,779
Unrestricted	43,888	35,398
TOTAL NET POSITION	53,996	39,913
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,085,577	\$ 1,148,529

**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, 2020	
	2020	2019
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 125,486	\$ 132,743
Other Third-Party	121,259	84,095
TOTAL OPERATING REVENUES	246,745	216,838
OPERATING EXPENSES		
Purchased power	103,527	71,812
Operations	26,040	26,759
Transmission	63,640	79,292
Depreciation	10,084	10,340
Maintenance	7,831	8,145
Administrative and general	6,231	6,180
TOTAL OPERATING EXPENSES	217,353	202,528
NET OPERATING REVENUES	29,392	14,310
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(12,798)	(13,761)
Interest income	(2,752)	754
Other	1,545	2,045
TOTAL NON OPERATING EXPENSES	(14,005)	(10,962)
FUTURE RECOVERABLE AMOUNTS	(2,151)	(816)
REFUNDS TO PARTICIPANTS	368	(995)
INCREASE (DECREASE) IN NET POSITION	13,604	1,537
NET POSITION, Beginning of year	40,392	38,376
NET POSITION, Period ended	\$ 53,996	\$ 39,913

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

GENERATING & TRANSMISSION RESOURCES

* Eliminated in Combination

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

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

October 31, 2020

	GENERATING & TRANSMISSION RESOURCES												
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined			
\$	161	247		2	1	2,601	-	1,172	-	7,392	\$	11,576	
Accounts payable and accrued expenses	791	-	-	-	-	-	-	202	-	-		993	
Member advances	1,095	250	617	3,355	-	15,789	-	-	-	-		21,106	
Operating reserves	5,400	21,750	4,080	-	-	12,515	-	-	-	-		43,745	
Current portion of long-term debt	93	3,789	205	-	-	5,613	-	-	-	-		9,700	
Accrued interest payable													
TOTAL CURRENT LIABILITIES	7,540	26,036	4,904	3,356	36,518	-	1,172	202	7,392	87,120			
NON-CURRENT LIABILITIES													
Net pension and OPEB liability	1,500	16,130	-	-	-	87	31,555	2,205	63,003	132,246			
Operating reserves and other deposits	-	20,799	-	-	-	-	-	-	80,769	20,799			
Interest rate swap liability	66,785	-	162	-	-	184	-	-	-	67,131			
Asset Retirement Obligations	10,815	236,000	15,613	-	-	306,535	-	-	-	568,963			
Long-term debt, net	79,100	272,929	15,775	-	-	306,806	-	2,205	143,772	852,142			
TOTAL NON-CURRENT LIABILITIES	86,640	298,965	20,679	3,356	343,324	-	32,727	2,407	151,164	939,262			
DEFERRED INFLOWS OF RESOURCES													
Regulatory credits	37,800	3,587	1,157	2,207	39,662	-	-	288	2,881	87,582			
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	4,737	4,737			
TOTAL DEFERRED INFLOWS OF RESOURCES	37,800	3,587	1,157	2,207	39,662	-	-	288	7,618	92,319			
NET POSITION													
Net investment in capital assets	4,233	(10,824)	(2,715)	-	(3,094)	-	-	-	-	(12,400)			
Restricted	3,562	12,365	1,040	-	7,525	-	-	-	-	22,508			
Unrestricted	9,373	8,116	1,011	913	20,099	-	(6,150)	16,087	4,547	43,888			
TOTAL NET POSITION	133,813	310,668	22,847	6,476	403,085	-	26,577	18,782	163,329	1,085,577			

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, 2020

GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
OPERATING REVENUES										
Participants	\$ 3,771	\$ 8,156	\$ 1,471	\$ 1,471	\$ 17,604	\$ -	\$ 86,332	\$ 6,412	\$ 269	\$ 125,486
Other Third-Party	10,813	10,453	2,469	2,318	22,009	-	62,339	10,858	-	121,259
TOTAL OPERATING REVENUES	14,584	18,609	3,940	3,789	39,613	-	148,671	17,270	269	246,745
OPERATING EXPENSES										
Purchased power	486	815	267	332	605	-	101,022	-	-	103,527
Operations	5,947	1,224	1,127	690	12,447	-	1,355	3,250	-	26,040
Transmission	170	142	6	16	334	-	62,970	2	-	63,640
Depreciation	1,222	3,204	734	72	4,713	-	-	19	120	10,084
Maintenance	2,914	2,419	292	1,262	1,262	-	-	31	-	7,831
Administrative and general	1,660	1,139	224	260	1,737	-	-	2,131	(920)	6,231
Intercompany (sales) purchases, net*	(261)	106	32	32	113	-	-	(22)	-	-
TOTAL OPERATING EXPENSES	12,138	9,049	2,682	2,315	21,211	-	165,347	5,411	(800)	217,353
NET OPERATING REVENUES	2,446	9,560	1,258	1,474	18,402	-	(16,676)	11,859	1,069	29,392
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(180)	(7,945)	(73)	-	(4,600)	-	-	-	-	(12,798)
Interest income	(276)	(280)	15	14	(65)	-	(114)	21	(2,067)	(2,752)
Other	13	-	341	-	1,162	-	-	-	29	1,545
TOTAL NON OPERATING (EXPENSES) REVENUES	(443)	(8,225)	283	14	(3,503)	-	(114)	21	(2,038)	(14,005)
FUTURE RECOVERABLE AMOUNTS										
	(771)	(108)	(812)	-	(460)	-	-	-	-	(2,151)
REFUNDS TO PARTICIPANTS	(127)	(87)	(119)	141	-	-	385	(545)	720	368
INCREASE (DECREASE) IN NET POSITION	1,105	1,140	610	1,629	14,439	-	(16,405)	11,335	(249)	13,604
NET POSITION, Beginning of year	8,268	6,976	401	(716)	5,660	-	10,255	4,752	4,796	40,392
NET POSITION, Period ended	\$ 9,373	\$ 8,116	\$ 1,011	\$ 913	\$ 20,099	\$ -	\$ (6,150)	\$ 16,087	\$ 4,547	\$ 53,996

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
October 31, 2019

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 4,602,997
PAST DUE:			
1 - 30	Calpine Geysers Plant Service	Effluent	164,756 *
31 - 60			
61 - 90			
91 - 120	Calpine Geysers Plant Service	Effluent Adj (Mar'18 - Dec'19)	292,665
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 5,060,418</u>

* Denotes items paid/applied after October 31, 2020.



11


Commission Staff Report

November 18, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: Treasurer's Report for Month Ended October 31, 2020

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval by all members.

BACKGROUND:

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

Cash – At month end cash totaled \$7,453,980 of which approximately \$1,498 was applicable to Special and Reserve Fund Deposits, \$3,833,195 to Debt Service and \$3,619,287 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 \$278,099,399 at month end. The current market value of the portfolio totaled \$281,664,968.

The overall portfolio had a combined weighted average interest rate of 1.309% with a bond equivalent yield (yield to maturity) of 1.327%. Investments with a maturity greater than one year totaled \$146,513,000. October maturities totaled \$23 million and monthly receipts totaled \$40 million. During the month \$15 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills remained unchanged at 0.10% and rates on one-year T-Bills also remained unchanged at 0.12%.

To the best of my knowledge and belief, all securities held by NCPA as of October 31, 2020 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

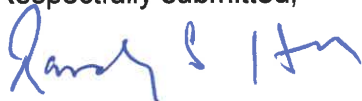
FISCAL IMPACT:

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

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

OCTOBER 31, 2020

TABLE OF CONTENTS

	<u>PAGE</u>
CASH & INVESTMENT BALANCE	1
CASH ACTIVITY SUMMARY	2
INVESTMENT ACTIVITY SUMMARY	3
INTEREST RATE/YIELD ANALYSIS	4
INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
October 31, 2020**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 2,326,631	\$ 90,968,805	\$ 93,295,436	32.67%
Special Deposits	1,290,880	-	1,290,880	0.45%
Construction	1,776	5,145,109	5,146,885	1.80%
Debt Service	3,833,195	28,259,156	32,092,351	11.24%
Special & Reserve	1,498	153,726,329	153,727,827	53.84%
	<u>\$ 7,453,980</u>	<u>\$ 278,099,399</u>	<u>\$ 285,553,379</u>	<u>100.00%</u>

Portfolio Investments at Market Value	<u>\$ 281,664,968</u>
---------------------------------------	-----------------------

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
October 31, 2020**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
NCPA FUNDS							
Operating	\$ 39,249,133	\$ 109,566	\$ 13,491,982	\$ (19,739,247)	\$ (4,002,076)	\$ (29,701,612)	\$ (592,254)
Special Deposits	752,095	-	-	(25,345,568)	-	24,599,154	5,681
Construction	-	-	-	-	-	-	-
Debt Service	-	1	-	-	(2,434,635)	6,263,564	3,828,930
Special & Reserve	-	208,630	9,840,100	-	(8,887,625)	(1,161,106)	(1)
	<u>\$ 40,001,228</u>	<u>\$ 318,197</u>	<u>\$ 23,332,082</u>	<u>\$ (45,084,815)</u>	<u>\$ (15,324,336)</u>	<u>\$ -</u>	<u>\$ 3,242,356</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, 2020**

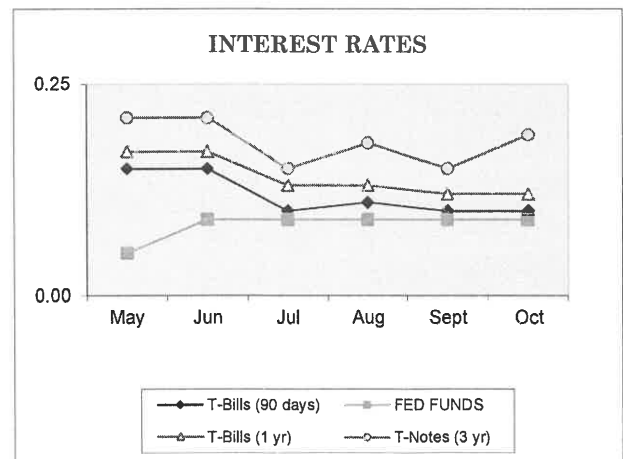
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 4,002,076	\$ (13,491,982)	\$ 13,107	\$ -	\$ -	\$ (9,476,799)
Special Deposits	-	-	-	-	-	-
Construction	-	-	310	-	-	310
Debt Service	2,434,635	-	1,832	-	-	2,436,467
Special & Reserve	8,887,625	(9,840,100)	(13,123)	-	-	(965,598)
	<u>\$ 15,324,336</u>	<u>\$ (23,332,082)</u>	<u>\$ 2,126</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (8,005,620)</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(2,126)</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ (8,007,746)</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
October 31, 2020**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.309%	1.327%
OPERATING FUNDS:	1.571%	1.552%
PROJECTS:		
Geothermal	1.623%	1.581%
Capital Facilities	0.248%	0.249%
Hydroelectric	0.878%	0.885%
Lodi Energy Center	0.718%	0.590%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	0.09%	1.83%
T-Bills (90da.)	0.10%	1.59%
Agency Disc (90da.)	0.12%	1.47%
T-Bills (1yr.)	0.12%	1.57%
Agency Disc (1yr.)	0.11%	1.45%
T-Notes (3yr.)	0.19%	1.59%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
October 31, 2020**

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	\$ -	\$ 31,252	\$ 915	\$ 7,651	\$ 839	\$ 62,345	\$ -	\$ 103,002	36.80%
Corporate Bonds (MTN)	-	1,500	3,000	2,000	5,025	63,230	-	74,755	26.71%
Municipal Bonds	-	-	1,000	-	2,055	19,688	-	22,743	8.13%
US Bank Trust Money Market	2,439	-	-	-	-	-	-	2,439	0.87%
Commercial Paper	2,190	-	-	-	-	-	-	2,190	0.78%
Investment Trusts (LAIF)	53,413	-	-	-	-	-	-	53,413	19.08%
Investment Trusts (CAMP)	1	-	-	-	-	-	-	1	0.00%
U.S.Treasury Market Acct. *	8,852	-	-	-	-	-	-	8,852	3.16%
U.S.Treasury Bill/Note	-	10,851	146	-	-	-	-	10,997	3.93%
Certificates of Deposit	-	10	-	-	250	1,250	-	1,510	0.54%
Total Dollars	\$ 66,895	\$43,613	\$5,061	\$9,651	\$8,169	\$146,513	\$0	\$ 279,902	100.00%
Total Percents	23.90%	15.58%	1.81%	3.45%	2.92%	52.34%	0.00%	100.00%	

Investments are shown at Face Value, in thousands.

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

NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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

10/31/2020

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	25,000	0.050	11/26/2014	25,000		1	0.050	25,000	SYS70101	70101	25,000
Local Agency Investm	LAIF	12,012,269	0.842	07/01/2013	12,012,269		1	0.842	12,012,269	SYS70000	70000	12,012,269
Union Bank of Califo	UBOC	70,899	0.002	07/01/2013	70,899		1	0.002	70,899	SYS70014	70014	70,899
US Bank	USB	2,326,631	0.001	06/30/2013	2,326,631		1	0.001	2,326,631	SYS70050	70050	2,326,631
US Bank	USB	2,165,428	0.010	06/24/2017	2,165,428		1	0.010	2,165,428	SYS70056	70056	2,165,428
California Asset Mgm	CMP	0	0.670	10/19/2018	0		1	0.670	0	SYS70070	70070	0
U.S. Treasury	UBOC	118,000	1.750	10/31/2019	118,184	11/15/2020	14	1.598	118,067	9128283G3	26908	118,007
Walmart, Inc.	UBOC	1,000,000	1.900	09/20/2018	979,580	12/15/2020	44	2.848	1,002,000	931142EA7	26674	998,884
US Bank	USB	10,000	0.050	10/07/2020	10,000	01/07/2021	67	0.050	10,000	SYS30323	30323	10,000
John Deere Capital C	UBOC	500,000	2.350	09/21/2018	492,195	01/08/2021	68	3.057	501,870	24422ET22	26676	499,368
Cisco Systems Inc.	UBOC	1,000,000	2.200	09/20/2018	982,020	02/28/2021	119	2.969	1,006,390	17275RBD3	26667	997,604
NATIONAL RURAL UTIL	UBOC	500,000	2.900	07/31/2019	506,370	03/15/2021	134	2.096	504,910	63743HER9	26847	501,462
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	151	2.846	503,060	437076BL5	26558	498,321
Intel Corp	UBOC	1,000,000	1.700	09/20/2018	968,960	05/19/2021	199	2.919	1,005,140	458140AW0	26670	993,591
Pfizer Inc	UBOC	500,000	1.950	06/12/2018	487,130	06/03/2021	214	2.858	505,130	717081DX8	26617	497,452
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	267	1.620	2,632,391	3133EHSR5	26465	2,603,841
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	312	3.149	1,011,960	02665WBG5	26669	988,250
3M Company	UBOC	1,000,000	3.000	09/21/2018	999,480	09/14/2021	317	3.018	1,022,320	88579YBA8	26675	999,848
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	462	3.060	1,025,160	742718DY2	26673	990,934
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	487	2.962	1,024,460	478160CD4	26671	990,748
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	516	3.315	516,120	87236YAE8	26601	497,583
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	547	2.924	513,915	713448DT2	26557	495,253
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	556	2.329	1,155,341	037833CQ1	26525	1,122,847
American Honda Finan	UBOC	500,000	2.800	06/12/2018	488,550	11/16/2022	745	3.157	521,340	02665WCA7	26614	494,720
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	764	3.008	518,415	166764AB6	26555	493,662
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	773	3.135	419,272	92828CAC6	26647	397,354
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	801	3.315	1,048,550	89236TEL5	26645	987,522
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	822	3.484	519,995	828807CN5	26603	492,638
Oracle Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	836	3.154	523,905	68389XBR5	26556	494,399
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	850	3.068	1,049,350	30231GAR3	26648	992,584
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	855	3.264	528,275	24422ETG4	26613	494,979
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	864	3.086	525,780	084670BR8	26554	496,325
United Parcel Servic	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	881	3.248	524,385	911312BK1	26600	491,689
United Parcel Servic	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	881	3.308	524,385	911312BK1	26677	490,990
Walmart, Inc.	UBOC	500,000	2.550	07/31/2019	507,870	04/11/2023	891	2.104	524,200	931142DH3	26848	505,207
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	908	3.443	538,675	06406RAG2	26602	500,636
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	925	3.236	535,875	427866A21	26615	501,611
Commonwealth of Mass	UBOC	500,000	0.508	07/09/2020	500,000	07/01/2023	972	0.507	501,360	57582RF84	27029	500,000
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	995	3.399	1,078,670	90331HNV1	26646	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	1,010	3.172	1,044,060	594918B06	26672	970,141

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
Oracle Corp.	UBOC	4,145,000	2.400	05/31/2019	4,106,452	09/15/2023	1,048	2.630	4,360,706	68389XBL8	26820	4,119,184
JP Morgan	UBOC	500,000	3.875	02/15/2019	514,550	02/01/2024	1,187	3.561	551,965	46625HJT8	26760	509,532
East Side Union High	UBOC	500,000	0.820	10/29/2020	500,000	08/01/2024	1,369	0.878	499,645	275282PR6	27105	500,000
Bank of America Corp	UBOC	1,700,000	2.500	09/24/2019	1,700,000	09/24/2024	1,423	2.577	1,703,689	06048WD56	26872	1,700,000
Federal Farm Credit	UBOC	2,300,000	1.890	09/27/2019	2,300,000	09/27/2024	1,426	1.890	2,324,656	3133EJU20	26888	2,300,000
Toyota Motor Credit	UBOC	1,000,000	2.150	09/27/2019	1,000,000	09/27/2024	1,426	2.323	1,012,460	89236TGH2	26887	1,000,000
CA St Dept of Wtr Re	UBOC	600,000	0.560	08/06/2020	600,000	12/01/2024	1,491	0.584	599,070	13067VRB0	27055	600,000
Federal Home Loan Mt	UBOC	1,000,000	1.920	01/08/2020	1,000,000	01/08/2025	1,529	1.920	1,002,140	3134GUP95	26923	1,000,000
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,548	1.846	540,915	90331HMS9	26947	519,233
Federal National Mtg	UBOC	1,000,000	0.570	07/30/2020	1,000,000	01/29/2025	1,550	0.570	983,760	3136GAE74	27043	1,000,000
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,676	0.710	1,000,520	3136GAWA7	27009	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,697	0.700	497,295	3134GVR26	27015	500,000
City of Phoenix AZ	UBOC	500,000	0.959	08/25/2020	500,000	07/01/2025	1,703	0.990	500,020	71884AF20	27058	500,000
Wisconsin Dept Trans	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,703	0.787	500,365	977123X78	27041	500,000
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,731	0.579	993,730	3136G4D75	27044	1,000,949
East Side Union High	UBOC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,734	0.992	998,260	275282PS4	27106	1,000,000
Federal Farm Credit	UBOC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,737	0.680	498,700	3133EL2J7	27052	500,000
Federal Farm Credit	UBOC	1,035,000	0.530	09/29/2020	1,035,000	09/29/2025	1,793	0.530	1,029,142	3133EMBJ0	27075	1,035,000
Federal Farm Credit	UBOC	2,035,000	0.530	09/29/2020	2,035,000	09/29/2025	1,793	0.530	2,029,831	3133EMBH4	27076	2,035,000
Federal Home Loan Mt	UBOC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,821	0.540	498,530	3134GW4Z6	27103	500,000
Fund Total and Average		\$ 62,668,564	1.594		\$ 62,281,555		730	1.785	\$ 63,720,352			\$ 62,527,575

MPP GHG Auction Acct

Local Agency Investm		506,654	0.842	07/01/2013	506,654		1	0.842	506,654	SYS70045	70045	506,654
Fund Total and Average		\$ 506,654	0.843		\$ 506,654		1	0.843	\$ 506,654			\$ 506,654

SCPA Balancing Account

Local Agency Investm	LAIF	13,711,151	0.842	07/01/2013	13,711,151		1	0.842	13,711,151	SYS70022	70022	13,711,151
Union Bank of Calif	UBOC	1,376,935	0.002	07/01/2013	1,376,935		1	0.002	1,376,935	SYS70023	70023	1,376,935
Bank of NY Mellon Co	UBOC	500,000	2.050	04/03/2018	486,105	05/03/2021	183	3.000	503,760	06406FAB9	26570	497,722
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	08/09/2021	281	2.780	510,712	14912LJDA	26954	500,891
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	468	2.798	512,665	594918BA1	26574	497,441
Walt Disney Company/	UBOC	500,000	2.450	07/24/2018	487,520	03/04/2022	488	3.186	513,900	25468PDQ6	26630	495,363
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	516	3.100	516,120	87236YAE8	26571	499,007
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	577	2.918	518,090	437076BG6	26572	497,826
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	683	3.161	518,225	74460DAB5	26573	493,140
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	773	3.096	262,045	92826CAC6	26632	248,539
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	774	3.070	524,320	458140AM2	26625	496,353
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	800	3.203	576,472	89233P7F7	26598	543,567

SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,655	02/28/2023	849	3.170	526,395	17275RBE1	26624	493,871
Exxon Mobil Corporat	UBOC	500,000	2.726	05/09/2018	492,670	03/01/2023	850	3.055	524,675	30231GAR3	26599	496,445
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	864	3.185	525,780	084670BR8	26596	495,246
United Parcel Serv	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	881	3.191	524,385	911312BK1	26627	492,297
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	911	3.108	521,410	654106AC7	26597	490,131
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	08/01/2023	942	3.438	522,920	828807DD6	26631	491,868
Pfizer Inc	UBOC	500,000	3.000	06/22/2018	498,550	08/15/2023	966	3.150	533,490	717081DH3	26626	498,184
Federal Home Loan Ba	UBOC	2,000,000	3.100	12/28/2018	2,000,000	12/28/2023	1,152	3.100	2,009,300	3130AFKR7	26736	2,000,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,362	2.410	505,365	89236TGD1	26831	500,000
Arizona Public Servi	UBOC	239,000	3.150	09/25/2020	263,631	05/15/2025	1,656	0.877	260,998	040555CS1	27073	263,100
Federal Farm Credit	UBOC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	1,793	0.530	2,033,425	3133EMBJ0	27077	2,045,000
Federal Farm Credit	UBOC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,793	0.530	2,044,793	3133EMBH4	27078	2,050,000

Fund Total and Average		\$ 30,227,086	1.419		\$ 30,078,124		546	1.552	\$ 30,577,331			\$ 30,174,077
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General Operating Reserve

Local Agency Investm	LAIF	22,169,472	0.842	07/01/2013	22,169,472		1	0.842	22,169,472	SYS70000	70002	22,169,472
Union Bank of Califo	UBOC	988,546	0.002	07/01/2013	988,546		1	0.002	988,546	SYS70019	70019	988,546
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70051	70051	0
California Asset Mgm	CMP	512	0.670	12/14/2018	512		1	0.670	512	SYS70071	70071	512
Federal Home Loan Mt	UBOC	2,330,000	1.875	12/11/2019	2,335,895	11/17/2020	16	1.600	2,331,724	3137EAEK1	26922	2,330,281
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	281	3.169	510,712	14912L6J0A	26956	498,430
Caterpillar Financia	UBOC	505,000	1.700	03/26/2020	497,713	08/09/2021	281	2.780	510,712	14912L6J0A	26957	500,891
American Honda Finan	UBOC	510,000	1.700	03/25/2020	496,924	09/09/2021	312	3.522	516,100	02665WBG5	26964	502,314
NYC Transitional F	UBOC	1,555,000	2.900	04/15/2020	1,593,269	11/01/2021	365	1.285	1,594,264	64971Q7F4	26982	1,579,778
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	468	2.972	410,132	594918BA1	26578	397,125
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	516	3.335	516,120	87236YAE8	26582	497,459
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	556	2.329	4,140,137	037833CQ1	26524	4,023,697
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	586	1.760	3,686,647	313379Q99	26467	3,595,026
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	623	3.083	520,630	713448CX4	26580	500,126
NYC Transitional F	UBOC	1,015,000	2.850	04/15/2020	1,046,120	08/01/2022	638	1.485	1,058,016	64971WFJ4	26981	1,038,736
Walt Disney Company/	UBOC	500,000	2.350	01/30/2019	489,400	12/01/2022	760	2.937	520,440	25468PCW4	26739	494,243
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	773	3.145	524,090	92826CAC6	26584	496,615
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	813	3.140	786,128	90331HNL3	26737	745,467
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	819	3.325	528,395	06406RAE7	26575	496,127
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	836	3.195	523,905	88389XBR5	26579	493,971
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	842	3.225	521,330	74005PBF0	26581	494,427
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	864	3.243	525,780	084670BR8	26576	494,621
United Parcel Serv	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	881	3.245	524,365	911312BK1	26583	491,734
Chevron Corp.	UBOC	750,000	2.566	01/30/2019	738,750	05/16/2023	926	2.939	788,835	166764BK5	26740	743,342
Arizona Board of Reg	UBOC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	942	1.387	1,851,616	040484VN4	26984	1,813,047
Chevron Corp.	UBOC	500,000	3.191	02/07/2019	507,025	06/24/2023	965	2.847	532,340	166764AH3	26755	504,245

Northern California Power Agency
Treasurer's Report

10/31/2020

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.	UBOC	500,000	3.400	02/07/2019	510,960	06/26/2023	967	2.854	539,285	931142EK5	26758	506,629
Montgomery Water Wor	UBOC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	1,034	1.020	2,227,754	613105KV6	26985	2,191,407
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	09/15/2023	1,048	2.908	538,830	717081EN9	26738	503,881
Honolulu City and Co	UBOC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	1,064	1.020	1,855,951	4386705V9	26983	1,826,711
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490	01/23/2024	1,178	3.319	547,955	17325FA57	26796	504,873
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120	02/01/2024	1,187	3.535	551,965	46825HJT8	26757	509,861
US Bank, N.A.	UBOC	440,000	3.375	10/31/2019	462,862	02/05/2024	1,191	2.093	477,695	91159HHV5	26906	457,497
JP Morgan	UBOC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	1,308	1.356	1,021,680	46647PBQ8	27007	1,005,467
Toyota Motor Credit	UBOC	750,000	2.410	07/25/2019	750,000	07/25/2024	1,382	2.410	758,048	89236TGD1	26841	750,000
East Side Union High	UBOC	565,000	0.820	10/29/2020	565,000	08/01/2024	1,369	0.820	564,599	275282PR6	27107	565,000
Honolulu City and Co	UBOC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	1,369	1.058	1,569,495	43868TK11	26980	1,519,805
California State Uni	UBOC	250,000	0.685	09/17/2020	250,000	11/01/2024	1,461	0.665	249,450	13077DMK5	27072	250,000
JP Morgan	UBOC	1,500,000	2.300	11/27/2019	1,500,000	11/27/2024	1,487	2.396	1,507,425	48128GM49	26912	1,500,000
Federal Home Loan Ba	UBOC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,503	0.830	1,995,102	3130A3GE8	26962	1,960,771
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,548	1.846	540,915	90331HMS9	26951	519,233
W W Grainger Inc.	UBOC	500,000	1.850	04/30/2020	516,000	02/15/2025	1,567	1.161	522,385	384802AE4	27000	514,321
W W Grainger Inc.	UBOC	500,000	1.850	05/21/2020	514,500	02/15/2025	1,567	1.217	522,385	384802AE4	27005	513,139
Federal Farm Credit	UBOC	2,500,000	1.300	03/26/2020	2,500,000	03/26/2025	1,606	1.300	2,506,325	3133ELUT9	26960	2,500,000
Tulsa County OK Ind.	UBOC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	1,612	1.038	1,021,040	899559QD3	27006	1,014,989
Arizona Public Servi	UBOC	264,000	3.150	09/25/2020	291,208	05/15/2025	1,656	0.877	288,299	040555CS1	27074	290,621
Honeywell Internatio	UBOC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	1,673	0.866	1,026,670	438516CB0	27008	1,021,621
County of Jasper IA	UBOC	420,000	2.350	06/11/2020	443,558	06/01/2025	1,673	1.299	442,474	471376FJ7	27011	441,715
Precision Castparts	UBOC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	1,687	1.033	1,657,260	740189AM7	27017	1,656,160
Wells Fargo Bank	UBOC	750,000	1.500	06/17/2020	750,000	06/17/2025	1,689	1.500	742,043	95001DAD2	27013	750,000
JP Morgan	UBOC	750,000	1.050	06/23/2020	750,000	06/23/2025	1,695	1.050	746,393	48128GU40	27024	750,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,697	0.700	497,295	3134GVR26	27016	500,000
Wisconsin Dept Trans	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,703	0.774	500,365	977123X78	27042	500,000
East Side Union High	UBOC	815,000	0.940	10/29/2020	815,000	08/01/2025	1,734	0.940	813,582	275282PS4	27108	815,000
Federal Farm Credit	UBOC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,737	0.680	498,700	3133EL2U7	27053	500,000
Federal National Mtg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,751	0.600	997,880	3136G4G72	27056	1,000,000
Federal National Mtg	UBOC	1,000,000	0.600	08/26/2020	1,000,000	08/26/2025	1,759	0.600	993,910	3136G4X32	27060	1,000,000
Federal Agricultural	UBOC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	1,781	0.570	1,000,240	31422BV23	27071	1,000,000
Federal Farm Credit	UBOC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	1,793	0.530	1,994,920	3133EMBH4	27079	2,000,000
Federal Farm Credit	UBOC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	1,793	0.530	1,710,265	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	UBOC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	1,793	0.520	996,540	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,821	0.540	498,530	3134GW4Z6	27104	500,000

Fund Total and Average \$ 79,802,982 \$ 80,517,552 \$ 81,487,618 \$ 80,429,933

1.614 1.375 819

GRAND TOTALS: \$ 173,205,286 1,571 \$ 173,363,885 737 1,552 \$ 176,291,955. \$ 173,638,239

*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 10/31/2020

Investment #26646	USB	Callable on 6/23/2023			
Investment #26736	FHLB	Callable on 12/28/2020			
Investment #26820	ORCL	Callable on 7/15/2023			
Investment #26831	TOY	Callable semi-annually starting 7/25/2021			
Investment #26841	TOY	Callable semi-annually starting 7/25/2021			
Investment #26848	WMT	Callable on 01/11/2023			
Investment #26872	BAC	Callable semi-annually starting 09/24/2021			
Investment #26887	TOY	Callable semi-annually starting 09/27/2021			
Investment #26888	FFCB	Callable anytime starting 09/27/2021			
Investment #26906	USBANK	Callable on 1/05/2024			
Investment #26912	JPM	Callable quarterly starting 11/27/2021			
Investment #26923	FHLMC	Callable annually starting 1/8/2021			
Investment #26947	USBANK	Callable anytime starting 12/27/2024			
Investment #26951	USBANK	Callable anytime starting 12/27/2024			
Investment #26960	FFCB	Callable anytime starting 03/26/2021			
Investment #26980	HON	Callable anytime			
Investment #26981	NYCGEN	Callable anytime			
Investment #26982	NYCGEN	Callable anytime			
Investment #26983	HON	Callable anytime			
Investment #26984	AZSHGR	Callable anytime			
Investment #27007	JPM	Callable on 6/1/2023 and then again starting on 5/1/2024			
Investment #27009	FNMA	Callable quarterly starting 6/4/2021			
Investment #27011	JAS	Callable on 6/1/2024			
Investment #27013	WFC	Callable quarterly starting 6/17/2022			
Investment #27015	FHLMC	Callable annually starting 6/25/2021			
Investment #27016	FHLMC	Callable annually starting 6/25/2021			
Investment #27024	JPM	Callable quarterly starting 6/23/2024			
Investment #27029	MAS	Callable anytime			
Investment #27041	WISTRN	Callable anytime			
Investment #27042	WISTRN	Callable anytime			
Investment #27043	FNMA	Callable quarterly starting 7/29/2021			
Investment #27044	FNMA	Callable quarterly starting 7/29/2022			
Investment #27052	FFCB	Callable anytime starting 11/4/2020			
Investment #27053	FFCB	Callable anytime starting 11/4/2020			
Investment #27055	CASWTR	Callable anytime			
Investment #27056	FNMA	Callable quarterly starting 8/18/2022			
Investment #27058	PHOGEN	Callable anytime			
Investment #27060	FNMA	Callable quarterly starting 8/26/2021			
Investment #27071	PAMC	Callable semi-annually starting 09/17/2021			
Investment #27072	CASHGR	Callable anytime			
Investment #27075	FFCB	Callable anytime starting 12/29/2020			
Investment #27076	FFCB	Callable anytime starting 9/29/2021			
Investment #27077	FFCB	Callable anytime starting 12/29/2020			
Investment #27078	FFCB	Callable anytime starting 9/29/2021			
Investment #27079	FFCB	Callable anytime starting 9/29/2021			
Investment #27080	FFCB	Callable anytime starting 12/29/2020			
Investment #27081	FHLB	Callable anytime starting 3/29/2021			
Investment #27103	FHLMC	Callable annually starting 10/27/2022			
Investment #27104	FHLMC	Callable annually starting 10/27/2022			
Investment #27110	CASHED	Callable anytime			



Northern California Power Agency
Treasurer's Report

10/31/2020

GEO 2012 Construction Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	911,000	0.070	09/29/2020	910,784	01/29/2021	89	0.070	910,781	313385BE5	27065	910,842
Fund Total and Average		\$ 911,000	0.070		\$ 910,784		89	0.071	\$ 910,781			\$ 910,842

Geo 2012A Debt Service

U.S. Treasury	USBT	125,000	0.080	07/29/2020	125,957	12/29/2020	58	0.081	125,982	912796SF2	27031	125,984
Federal Home Loan Ba	USBT	124,000	0.074	08/28/2020	123,967	01/04/2021	64	0.076	123,979	313385AD8A	27061	123,983
Federal Home Loan Ba	USBT	124,000	0.069	09/29/2020	123,977	01/04/2021	64	0.070	123,979	313385AD8A	27087	123,985
Fund Total and Average		\$ 374,000	0.075		\$ 373,901		62	0.076	\$ 373,940			\$ 373,952

Geo 2016A Debt Service

U.S. Treasury	USBT	305,000	0.080	07/29/2020	304,896	12/29/2020	58	0.081	304,957	912796SF2	27032	304,961
Federal Home Loan Ba	USBT	289,000	0.075	08/28/2020	288,922	01/04/2021	64	0.076	288,951	313385AD8A	27062	288,961
Federal Home Loan Ba	USBT	290,000	0.070	09/29/2020	289,945	01/04/2021	64	0.070	289,951	313385AD8A	27088	289,964
Fund Total and Average		\$ 884,000	0.075		\$ 883,763		62	0.076	\$ 883,859			\$ 883,886

Geothermal Special Reserve

Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
U.S. Treasury	UBOC	1,521,000	1.390	01/31/2020	1,499,682	01/28/2021	88	1.424	1,520,650	912796UC1	26940	1,515,832
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		88	1.424	\$ 1,520,650			\$ 1,515,832

Geo Decommissioning Reserve

Local Agency Investm	LAIF	880,263	0.842	07/01/2013	880,263		1	0.842	880,263	SYS70027	70027	880,263
Union Bank of Calif	UBOC	540,977	0.002	07/01/2013	540,977		1	0.002	540,977	SYS70034	70034	540,977
American Honda Finan	UBOC	500,000	2.650	11/30/2018	493,500	02/12/2021	103	3.265	503,065	02663WCD1	26726	499,171
Toyota Motor Credit	UBOC	500,000	2.950	11/30/2018	496,300	04/13/2021	163	3.276	506,030	89236TEU5	26727	499,297
Caterpillar Financia	UBOC	505,000	1.700	03/25/2020	495,102	08/09/2021	281	3.169	510,712	14912L6U0A	26965	499,430
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	302	3.002	256,148	02007GEQ2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	403	3.103	767,370	69353REY0	26553	745,691
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	556	2.329	885,747	037833CQ1	26499	860,836
University of Calif	UBOC	1,000,000	2.312	04/30/2018	1,024,800	05/15/2022	560	1.080	1,028,190	91412G2T1	27001	1,018,693
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	667	3.154	263,900	949763TL0A	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	668	3.051	263,463	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	674	3.152	264,018	254673TM8A	30313	250,000
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	760	3.004	780,660	25468PCW4	26551	740,528

10/31/2020

Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	817	3.104	790,133	24422ERT8	26550	745,283
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	819	3.229	792,593	06406RAE7	26549	745,674
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	496,820	02/06/2023	827	3.140	528,735	44932HAH6	26548	498,528
Crook County School	UBOC	355,000	1.563	09/07/2020	356,211	06/15/2023	956	1.450	363,740	227183DH0	27003	356,022
Federal Farm Credit	UBOC	407,000	0.400	07/31/2020	407,000	07/27/2023	998	0.399	406,886	3133ELZ72	27049	407,000
Federal Home Loan Mt	UBOC	935,000	1.650	07/31/2020	935,468	07/28/2023	999	1.635	937,216	3134GU6D7	26941	935,367
Solano County CCD	UBOC	385,000	5.500	04/09/2020	434,938	08/01/2023	1,003	1.471	437,291	83412PCN0	26978	426,476
Enerbank USA	UBOC	250,000	3.200	09/30/2018	250,000	08/30/2023	1,032	3.203	271,298	29278TCP3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	1,040	3.301	272,135	17312QS34A	30314	250,000
Federal Farm Credit	UBOC	1,590,000	0.875	04/08/2020	1,590,000	04/08/2024	1,254	0.875	1,592,544	3133ELVX9	26976	1,590,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,362	2.410	505,365	89236TGD1	26842	500,000
Sacramento Suburban	UBOC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,461	1.846	352,384	78607QAY1	26977	347,078
WW Grainger Inc.	UBOC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,567	1.161	444,027	384802AE4	27002	437,173
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,676	0.710	1,000,520	3136GWA7	27010	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.800	06/30/2020	500,000	06/30/2025	1,702	0.800	500,060	3134GV62	27027	500,000
Houston Airport Sys	UBOC	750,000	1.372	10/20/2020	750,000	07/01/2025	1,703	1.372	751,148	442349EM4	27102	750,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	1,725	3.455	2,046,360	3133EJUT4	26644	1,998,526
East Side Union High	UBOC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,734	0.940	998,260	275282PS4	27109	1,000,000
Federal Home Loan Mt	UBOC	1,000,000	0.540	09/15/2020	1,000,000	09/15/2025	1,779	0.540	994,250	3134GWL38	27070	1,000,000
Federal Farm Credit	UBOC	565,000	0.530	09/29/2020	565,000	09/29/2025	1,793	0.530	563,565	3133EMBH4	27062	565,000
Federal Home Loan Mt	UBOC	1,500,000	0.530	10/15/2020	1,500,000	10/15/2025	1,809	0.530	1,494,255	3134GWY34	27101	1,500,000
Fund Total and Average		\$ 23,029,451	1.892		\$ 23,058,257		1099	1.838	\$ 23,493,308			\$ 23,088,013

Geo 2012A DSR Account

U.S. Treasury	USBT	1,622,000	0.069	09/29/2020	1,621,089	07/15/2021	256	0.071	1,620,800	9127963S6	27096	1,621,193
Fund Total and Average		\$ 1,622,000	0.070		\$ 1,621,089		256	0.071	\$ 1,620,800			\$ 1,621,193
GRAND TOTALS:		\$ 28,341,451	1.623		\$ 28,347,476		919	1.581	\$ 28,803,338			\$ 28,393,718

*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 10/31/2020

Investment #26644 PFCB Callable anytime starting 7/23/2021
Investment #26842 TOYOTA Callable semi-annually starting 7/25/2021
Investment #26941 PHLMC Callable on 1/28/2021 only
Investment #26976 PFCB Callable anytime starting 4/8/2022
Investment #26977 SCRWR Callable anytime
Investment #27001 UNVHGR Callable anytime
Investment# 27010 FNMA Callable quarterly starting 6/4/2021
Investment #27027 PHLMC Callable quarterly starting 12/30/2020
Investment #27049 PFCB Callable anytime
Investment #27070 PHLMC Callable quarterly starting 9/15/2022
Investment #27082 PFCB Callable anytime starting 9/29/2021
Investment #27101 PHLMC Callable anytime starting 10/15/2021
Investment #27111 CASMED Callable anytime



Northern California Power Agency
Treasurer's Report

10/31/2020

Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	2,499,788	0.842	07/01/2013	2,499,788		1	0.842	2,499,788	SYS70028	70028	2,499,788
Union Bank of Califo	UBOC	3,559,912	0.002	07/01/2013	3,559,912		1	0.002	3,559,912	SYS70031	70031	3,559,912
U.S. Treasury	UBOC	1,014,000	1.390	01/31/2020	999,788	01/28/2021	88	1.424	1,013,767	912796UC1	26924	1,010,555
California State Gen	UBOC	1,000,000	2.800	04/30/2020	1,016,420	04/01/2021	151	1.000	1,010,640	13063DGA0	26999	1,007,441
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	440	3.314	512,835	07330NAQ8	26618	496,110
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	490	2.946	512,790	30231GAJ1	26621	496,515
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	499	3.182	569,151	91159HHC7	26651	548,705
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	683	3.051	518,225	74460DAB5	26546	494,083
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	773	3.051	524,090	92826CA06	26547	497,533
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	801	3.215	524,275	89236TEL5	26619	494,775
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	836	3.121	523,905	66369XBR5	26545	494,749
United Parcel Servic	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	881	3.182	524,385	911312BK1	26620	492,398
Colgate-Palmolive Co	UBOC	550,000	2.100	09/09/2018	528,660	05/01/2023	911	2.985	572,996	19416QEC0	26652	538,716
Federal Farm Credit	UBOC	500,000	0.400	07/31/2020	500,000	07/27/2023	998	0.399	499,860	3133ELZ72	27050	500,000
Federal Home Loan Mt	UBOC	500,000	0.375	07/30/2020	500,000	07/28/2023	999	0.411	499,705	3134GWDL7	27045	500,000
Federal Home Loan Mt	UBOC	500,000	0.375	08/03/2020	500,000	08/03/2023	1,005	0.375	498,800	3134GWJC1	27051	500,000
Walmart, Inc.	UBOC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,505	1.744	539,410	931142DV2	26950	517,807
Federal Agricultural	UBOC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,660	0.675	500,320	31422BA26	27004	500,000
Federal Home Loan Mt	UBOC	500,000	0.800	06/30/2020	500,000	06/30/2025	1,702	0.800	500,060	3134GVV62	27026	500,000
Federal National Mtg	UBOC	440,000	0.600	08/26/2020	440,000	08/26/2025	1,759	0.600	437,320	3136G4X32	27059	440,000
Fund Total and Average		\$ 16,113,700	1.304		\$ 16,033,875		508	1.321	\$ 16,342,234			\$ 16,089,087

Hydro Initial Facilities

Federal Home Loan Ba	USBT	4,235,000	0.070	09/29/2020	4,233,965	01/29/2021	89	0.070	4,233,984	313385BE5	27086	4,234,267
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Fund Total and Average

		\$ 4,235,000	0.070		\$ 4,233,995		89	0.071	\$ 4,233,984			\$ 4,234,267
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Hydro Debt Service

Federal Home Loan Ba	USBT	1,584,000	0.130	06/26/2020	1,583,165	11/19/2020	18	0.131	1,583,937	313384Q28	27018	1,583,897
U.S. Treasury	USBT	4,202,000	0.080	07/29/2020	4,200,571	12/29/2020	58	0.081	4,201,412	9127965F2	27033	4,201,458
Federal Home Loan Ba	USBT	793,000	0.075	08/28/2020	792,787	01/04/2021	64	0.076	792,865	313385AD8A	27063	792,894
Federal Home Loan Ba	USBT	792,000	0.070	09/29/2020	791,851	01/04/2021	64	0.070	791,865	313385AD8A	27089	791,901

Fund Total and Average

		\$ 7,371,000	0.089		\$ 7,368,374		51	0.090	\$ 7,370,079			\$ 7,370,150
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Hydro 2018A Debt Service

U.S. Treasury	USBT	1,198,000	0.080	07/29/2020	1,197,593	12/29/2020	58	0.081	1,197,832	9127965F2	27034	1,197,846
Federal Home Loan Ba	USBT	1,148,000	0.074	08/28/2020	1,147,691	01/04/2021	64	0.076	1,147,805	313385AD8A	27064	1,147,847



Northern California Power Agency

Treasurer's Report

10/31/2020

Hydro 2018A Debt Service

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	1,148,000	0.070	09/29/2020	1,147,783	01/04/2021	64	0.070	1,147,805	313385AD8A	27090	1,147,857
Fund Total and Average		\$ 3,494,000	0.075		\$ 3,493,067		62	0.076	\$ 3,493,442			\$ 3,493,550

Hydro 2019A Debt Service

U.S. Treasury	USBT	846,000	0.080	07/29/2020	845,712	12/29/2020	58	0.081	845,882	912796SF2	27035	845,891
Federal Home Loan Ba	USBT	809,000	0.075	08/28/2020	808,783	01/04/2021	64	0.076	808,862	313385AD8A	27065	808,892
Federal Home Loan Ba	USBT	809,000	0.070	09/29/2020	808,847	01/04/2021	64	0.070	808,862	313385AD8A	27081	808,899
Fund Total and Average		\$ 2,464,000	0.075		\$ 2,463,342		62	0.076	\$ 2,463,606			\$ 2,463,682

Hydro 2012A Rebate Account

U.S. Treasury	USBT	45,000	0.069	09/29/2020	44,975	07/15/2021	256	0.071	44,967	9127963S6	27097	44,978
Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	281	1.790	689,099	3134G93A3	26432	689,431
Fund Total and Average		\$ 734,000	1.764		\$ 736,366		279	1.685	\$ 734,036			\$ 734,409

Hydro Special Reserve

Local Agency Investm	LAIF	0	0.377	07/01/2013	0		1	0.377	0	SYS70000	70003	0
Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70016	70016	0
U.S. Treasury	UBOC	1,521,000	1.390	01/31/2020	1,499,682	01/28/2021	88	1.424	1,520,650	912796UC1	26942	1,515,832
Fund Total and Average		\$ 1,521,000	1.390		\$ 1,499,682		88	1.424	\$ 1,520,650			\$ 1,515,832

Hydro 2012 DSRA

Federal Home Loan Ba	USBT	193,000	0.110	07/29/2020	192,891	01/29/2021	89	0.111	192,954	313385BE5	27039	192,948
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,992	02/15/2021	106	2.251	146,889	9128283X6	26539	145,999
U.S. Treasury	USBT	254,000	0.069	09/29/2020	253,857	07/15/2021	256	0.071	253,812	9127963S6	27098	253,874
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	438	2.380	4,032,013	3137EADB2	25852	3,927,786
Fund Total and Average		\$ 4,521,000	2.145		\$ 4,518,972		402	2.149	\$ 4,525,668			\$ 4,520,607
GRAND TOTALS:		\$ 40,453,700	0.878		\$ 40,347,673		283	0.885	\$ 40,783,699.			\$ 40,421,584

*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 10/31/2020

Investment# 26950 RMT Callable anytime starting 10/15/2024
Investment# 27004 FPMCA Callable semi-annually starting 5/19/2022
Investment# 27026 FHLMC Callable quarterly starting 12/30/2020
Investment# 27045 FHLMC Callable on 7/28/2021 only
Investment #27050 FFCB Callable anytime
Investment# 27051 FHLMC Callable quarterly starting 8/03/2021
Investment# 27059 FNMA Callable quarterly starting 8/26/2021



Northern California Power Agency
Treasurer's Report

10/31/2020

Cap Facilities 2019A Debt Svc

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USBT	414,730	0.600	01/24/2020	414,730		1	0.600	414,730	SYS79017	79017	414,730
Federal Home Loan Ba	USBT	415,000	0.070	09/29/2020	414,902	01/29/2021	89	0.070	414,900	313385BE5	27092	414,928
Federal Home Loan Ba	USBT	415,000	0.075	08/28/2020	414,864	02/01/2021	92	0.076	414,896	313385BH8A	27066	414,920
Fund Total and Average		\$ 1,244,730	0.248		\$ 1,244,496		61	0.249	\$ 1,244,526			\$ 1,244,578
GRAND TOTALS:		\$ 1,244,730	0.248		\$ 1,244,496		61	0.249	\$ 1,244,526			\$ 1,244,578

*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 10/31/2020



Northern California Power Agency
Treasurer's Report
10/31/2020

LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		87,127	0.842	07/01/2013	87,127		1	0.842	87,127	SYS70046	70046	87,127
Fund Total and Average		\$ 87,127	0.843		\$ 87,127		1	0.843	\$ 87,127			\$ 87,127

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	132	0.600	07/01/2013		132	1	0.600	132	SYS79003	79003	132
Federal Home Loan Ba	USBT	485,000	0.129	06/26/2020	484,744	11/19/2020	18	0.131	484,981	313384Q28	27020	484,968
Fund Total and Average		\$ 485,132	0.130		\$ 484,876		18	0.132	\$ 485,113			\$ 485,100

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	1,076,542	0.600	07/01/2013		1,076,542	1	0.600	1,076,542	SYS79004	79004	1,076,542
Federal Home Loan Ba	USBT	660,000	0.130	06/26/2020	659,652	11/19/2020	18	0.131	659,974	313384Q28	27021	659,957
Federal Home Loan Ba	USBT	1,076,000	0.070	07/29/2020	1,075,738	12/01/2020	30	0.070	1,075,925	313384R68A	27036	1,075,937
Federal Home Loan Ba	USBT	1,077,000	0.080	08/28/2020	1,076,773	12/01/2020	30	0.081	1,076,925	313384R68A	27067	1,076,928
Federal Home Loan Ba	USBT	1,076,000	0.060	09/29/2020	1,075,887	12/01/2020	30	0.060	1,075,925	313384R68A	27093	1,075,946
Fund Total and Average		\$ 4,965,542	0.193		\$ 4,964,592		22	0.194	\$ 4,965,291			\$ 4,965,310

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	944,304	0.600	07/01/2013		944,304	1	0.600	944,304	SYS79012	79012	944,304
Federal Home Loan Ba	USBT	1,134,000	0.130	06/26/2020	1,133,402	11/19/2020	18	0.131	1,133,955	313384Q28	27022	1,133,926
Federal Home Loan Ba	USBT	944,000	0.069	07/29/2020	943,771	12/01/2020	30	0.070	943,934	313384R68A	27037	943,945
Federal Home Loan Ba	USBT	944,000	0.080	08/28/2020	943,801	12/01/2020	30	0.081	943,934	313384R68A	27068	943,937
Federal Home Loan Ba	USBT	945,000	0.060	09/29/2020	944,901	12/01/2020	30	0.060	944,934	313384R68A	27094	944,953
Fund Total and Average		\$ 4,911,304	0.186		\$ 4,910,179		22	0.187	\$ 4,911,061			\$ 4,911,065

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	68,000	0.115	06/26/2020	67,968	11/19/2020	18	0.117	67,997	9127963A5	27023	67,996
Federal Home Loan Ba	USBT	667,000	0.070	07/29/2020	666,838	12/01/2020	30	0.070	666,953	313384R68A	27038	666,961
Federal Home Loan Ba	USBT	667,000	0.080	08/28/2020	666,859	12/01/2020	30	0.081	666,953	313384R68A	27069	666,956
Federal Home Loan Ba	USBT	666,000	0.060	09/29/2020	665,930	12/01/2020	30	0.060	665,953	313384R68A	27095	665,967
Fund Total and Average		\$ 2,068,000	0.071		\$ 2,067,595		30	0.073	\$ 2,067,856			\$ 2,067,880

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	1,917	0.600	07/01/2013		1,917	1	0.600	1,917	SYS79005	79005	1,917
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LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBT	420,000	1.500	01/28/2020	413,823	01/15/2021	75	1.537	419,912	313385A09A	26943	418,668
Federal Home Loan Ba	USBT	4,429,000	0.110	07/29/2020	4,426,510	01/29/2021	89	0.111	4,427,937	313385BE5	27040	4,427,796
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	284	1.699	151,157	3137EAE09	26454	149,352
Federal Home Loan Ba	USB	4,100,000	2.125	09/28/2017	4,168,306	06/10/2022	586	1.760	4,228,043	313379Q69	26463	4,122,957
Fund Total and Average		\$ 9,100,917	1.101		\$ 9,157,204		316	0.948	\$ 9,228,966			\$ 9,120,720

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	804	0.600	07/01/2013	804		1	0.600	804	SYS79006	79006	804
U.S. Treasury	USBT	2,369,000	0.070	09/29/2020	2,367,669	07/15/2021	256	0.071	2,367,247	9127963S6	27099	2,367,821
Fund Total and Average		\$ 2,369,804	0.070		\$ 2,368,473		256	0.071	\$ 2,368,051			\$ 2,368,625

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	578	0.600	07/01/2013	578		1	0.600	578	SYS79013	79013	578
U.S. Treasury	USBT	759,000	0.069	09/29/2020	758,573	07/15/2021	256	0.071	758,438	9127963S6	27100	758,622
Federal Home Loan Mt	USBT	380,000	1.850	01/31/2020	380,190	07/28/2023	999	1.635	380,901	3134GU6D7	26945	380,149
Fund Total and Average		\$ 1,139,578	0.597		\$ 1,139,341		504	0.593	\$ 1,139,917			\$ 1,139,349

LEC O & M Reserve

Local Agency Investm		1,546,543	0.842	07/01/2013	1,546,543		1	0.842	1,546,543	SYS70047	70047	1,546,543
Union Bank of Califo	UBOC	8,484	0.002	07/18/2013	8,484		1	0.002	8,484	SYS70041	70041	8,484
Federal Farm Credit	UBOC	500,000	1.500	10/15/2019	499,335	04/15/2021	165	1.590	503,210	3133EKY83	26892	499,798
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,995	10/07/2021	340	1.555	502,039	89236TGJ8	26953	496,110
Memphis Center City	UBOC	500,000	5.530	04/27/2020	533,880	11/01/2021	365	1.000	525,105	58607ECD4	26986	522,421
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	568	2.456	615,641	90331HPC1	26822	596,725
Federal Home Loan Mt	UBOC	1,000,000	0.375	07/30/2020	1,000,000	07/28/2023	999	0.375	999,410	3134GMDL7	27046	1,000,000
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,491	1.776	513,123	14912L6G1	26952	491,701
Federal Farm Credit	UBOC	1,000,000	0.640	07/30/2020	1,000,000	01/27/2025	1,548	0.639	993,700	3133ELZ64	27048	1,000,000
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,731	0.579	993,730	3136G4D75	27047	1,000,949
Federal Farm Credit	UBOC	2,000,000	0.670	08/04/2020	2,000,000	08/04/2025	1,737	0.670	2,001,540	3133EL252	27054	2,000,000
Federal National Mtg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,751	0.600	997,880	3136G4G72	27057	1,000,000
Federal Farm Credit	UBOC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,793	0.530	748,095	3133EMB4	27083	750,000
Federal Farm Credit	UBOC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,793	0.530	666,208	3133EMB40	27084	670,000
Fund Total and Average		\$ 11,530,027	1.150		\$ 11,601,096		1171	0.865	\$ 11,614,708			\$ 11,582,731

GRAND TOTALS: \$ 36,657,431 0.718 \$ 36,780,483 488 0.590 \$ 36,868,090. \$ 36,727,907

*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 10/31/2020

Investment #26822	USB	Callable anytime starting 4/22/2022
Investment #26945	PHLMC	Callable on 1/28/2021 only
Investment #27046	PHLMC	Callable on 7/28/2021 only
Investment #27047	PHLMC	Callable quarterly starting 7/29/2022
Investment #27048	FFCB	Callable anytime
Investment #27054	FFCB	Callable anytime starting 2/4/2021
Investment #27057	FNMA	Callable quarterly starting 8/18/2022
Investment #27083	FFCB	Callable anytime starting 9/29/2021
Investment #27084	FFCB	Callable anytime starting 12/29/2020



12

Commission Staff Report

November 18, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: Disposal of Northern California Power Agency Surplus Property

AGENDA CATEGORY: Consent

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

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

Note and file report by all members for the disposal of the following:

- Gas Turbine Insulation
- Gas Turbine Fuel Piping

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: 10/15/2020

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	LOT INSULATION	G		\$ 25,000.00		LEC
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

JUSTIFICATION FOR EXCESS/DISPOSAL: The insulation no longer fits on the new F4 gas turbine unit and cannot be used by LEC.

RECOMMENDED DISPOSITION: Private Sale - This insulation is not something that anyone off the street would be interested in purchasing. Calpine Sutter is interested and has offered to purchase for \$25,000.

PREPARED BY: Melissa Philpot / Michael DeBortoli *Michael DeBortoli*
ORG. CODE:
APPROVED BY: *April Leckner* (ASST. GEN. MANAGER)
AUTHORIZATION TO PROCEED: *Randy S. Kim* DATE: 10/16/20
(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: 10/30/2020

In consideration of the sum of \$25,000.00 the receipt of which is hereby acknowledged, the undersigned, the Northern California Power Agency, SELLER, hereby sells, assigns and transfers to Farwest Insulation Contracting on behalf of Calpine, BUYER, the following property as-is:

- Gas Turbine Insulation
- Gas Turbine Fuel Piping Insulation

SELLER

Northern California Power Agency

Melissa C. Philpot

Material Procurement/Warehouse Coordinator

Signed: Melissa C. Philpot

Dated: 10/30/2020

BUYER

Company:

Farwest Insulation Contracting (on behalf of Calpine)

Name: Rory McDonnell

Title: Const Manager

Signed: [Signature]

Dated: 10/30/2020



13

Commission Staff Report

November 18, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: Acterra: Action for a Healthy Planet - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

FROM:	Jane Cirrincione <i>JCC</i>	METHOD OF SELECTION:
	AGM, Legislative and Regulatory Affairs	<i>Competitive Pricing Process</i>
Division:	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
Department:	Legislative & Regulatory	

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

Approve Resolution 20-80 authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with Acterra: Action for a Healthy Planet, to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members.

Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

BACKGROUND:

Participants in NCPA's Transportation Electrification Working Group and Demand Management Working Groups requested assistance in contracting for electrification education and outreach services, with a focus on finding virtual and online outreach programs due to the COVID-19 situation. NCPA issued a Request for Proposal (RFP) LR2001 on August 12, 2020, to solicit proposals from qualified consultants providing various electrification education and outreach programs and services. Specifically, the RFP requested services in the areas of: youth education, building electrification, transportation electrification, and additional related-services.

Ten vendors responded to the RFP. Based on the scoring committee's evaluation, eight of the vendors were interviewed and selected to provide electrification education and outreach services. Acterra: Action for a Healthy Planet was one of the consultants selected based upon its experience and response to the RFP.

FISCAL IMPACT:

These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$750,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

SELECTION PROCESS:

A formal bidding process was conducted in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from August 12, 2020, through September 10, 2020. A total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) ability to perform the work within the time

specified and demonstrated strong project management abilities; and 7) customer references. The responses were evaluated by a review team consisting of staff from the City of Palo Alto Utilities, Silicon Valley Power, and NCPA. Based on the evaluation process and interviews, eight vendors were selected to provide electrification education and outreach services.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation will be reviewed and discussed in the Legislative and Regulatory Affairs Committee on December 2, 2020.

The recommendation was reviewed by the Transportation Electrification Working Group on November 5, 2020, and the Demand Management Working Group on November 19, 2020, and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 20-80
- Multi-Task Consulting Services Agreement with Acterra: Action for a Healthy Planet

RESOLUTION 20-80

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY TO APPROVE AND AUTHORIZE EXECUTION OF A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH ACTERRA: ACTION FOR A HEALTHY PLANET

(Reference Staff Report #217:20)

WHEREAS, certain Northern California Power Agency (NCPA) Members participating in the Customer Programs Working Groups have expressed an interest in contracts for electrification education and outreach services (“Services”) through the NCPA Support Services Program; and

WHEREAS, NCPA issued a Request for Proposals (“RFP”) seeking consultants that are qualified to provide cost-effective Services; and

WHEREAS, a total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent’s financial stability; 6) demonstration of strong project management abilities; and 7) customer references; and

WHEREAS, Acterra: Action for a Healthy Planet (“Acterra”) was one of eight consultants selected to provide Services based upon its experience and response to the RFP; and

WHEREAS, NCPA is willing and able to (i) retain Acterra to provide the Services under a Multi-Task Consulting Services Agreement (“Agreement”) and (ii) bill all expenses and costs for related Services to the entity receiving the Services; and

WHEREAS, the Agreement with Acterra for up to \$750,000 over a three-year period may include services that are provided directly to NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorize the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Acterra for electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 combined over three years for use by NCPA, NCPA Members, SCPPA, or SCPPA Members.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2020 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND ACTERRA: ACTION FOR A HEALTHY PLANET

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 Acterra: Action for a Healthy Planet, a corporation with its office located at 3921 E Bayshore, Suite 208, Palo Alto, CA 94303 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than 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** FIVE HUNDRED THOUSAND dollars (\$500,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 All Policies Requirements.

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

- 10.7 Contract Administrator.** This Agreement shall be administered by Jane Cirrincione, Assistant General Manager, or 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:
Lauren Weston, Executive Director
Acterra: Action for a Healthy Planet
3921 E Bayshore, Suite 208
Palo Alto, CA 94303

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.

(Signatures Found on Next Page)

NORTHERN CALIFORNIA POWER AGENCY

ACTERRA: ACTION FOR A HEALTHY
PLANET

Date_____

Date_____

RANDY S. HOWARD
GENERAL MANAGER

LAUREN WESTON
EXECUTIVE DIRECTOR

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

A. EV Education

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the adoption of EVs by low to moderate income customers with a priority on financials more than environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on used EVs, leasing vs. purchasing, available incentives, different models, and lifetime price analysis of an EV vs. a fossil-fuel vehicle.
 - EV 101 educational classes for residents
 - EV 101 educational classes for commuters
- **Virtual and/or In-person Ride and Drives** for large and small groups with innovative and interactive ways to promote and educate low to moderate income customers about EVs, with a priority on financials more than environmental motivations. Ride and Drive length and content to be adjusted to the audience. Ride and drives to include, but are not limited to, information on used EVs, leasing vs. purchasing, different models, and lifetime price analysis of an EV vs. a fossil fuel vehicle.
 - Ride and Drives for residents
 - Ride and Drives for commuters
- **EV Expo's** that promote the adoption of EVs with a priority on converting fossil fuel vehicle drivers into EV drivers. The length and content of these EV Expo's will be adjusted to the audience. Expo's may include, but are not limited to, displays of EVs, test drives, and EV vendor booths.
 - EV Expo's for residents
 - EV Expo's at workplaces

B. Electrification Education

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the switch from gas to electric equipment in the home and at businesses, with a priority on financials and environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on heat pump water heaters, air source heat pumps, electric dryers, induction cooktops, different models, and lifetime price analyses. For example:
 - Electrification 101 educational classes for residents
 - Electrification 101 educational classes for business owners
 - Electrification workshops and classes for contractors and installers
- **Electrification Expo's** for large and small groups with innovative and interactive ways to accelerate the switch from gas to electric equipment in the home, with a priority on financials and environmental motivations. The length and content of these Electrification Expo's will be adjusted to the audience, Expo's may include,

but are not limited to, speakers, displays of appliances and equipment, and related vendor booths.

- Electrification Expo's for residents and business owners
- **Virtual Electrification and Energy Efficiency Audits** for individuals interested in a virtual assessment of electrification and energy efficiency potential and opportunities.

C. Youth Electrification and EV Education

- **Online content** for large and small youth groups with fun and interactive ways to educate school-aged children on climate change and potential solutions. The length and content of these events will be adjusted to the audience.
 - Target audience: Any segment of K-12
- **Classroom projects/program or educational kits** with fun and interactive ways to educate school-aged children on climate change and potential solutions.
 - Target audience: Any segment of K-12
 - Materials developed should comply with the California State Science Standard Codes - California *Education Code* 60605.85
 - Online offerings encouraged

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$500,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

- EV Education: Not to exceed \$5,000 per Workshop/Clinic. Not to exceed \$2,000 per Expo. This can be negotiated for any time period, and any number of Workshops/Clinics/Expos.
- Electrification Education: Not to exceed \$10,000 per Demo. Not to exceed \$10,000 per Tour. This can be negotiated for any time period, and any number of Demos/Tours.
- Youth Education: Not to exceed \$15,000 for 3 classes of students per middle or high school grade (inclusive of all 12 hours of curriculum). This can be negotiated for any time period, and any number of Classes/Grades.
- The not-to-exceed amounts cover outreach, advertising, staff time, materials, transit, design, printing, and overhead. A comprehensive hourly rate is an average of \$100.00 per hour per person.

Pricing for services not otherwise listed above will be quoted at the time services are requested.

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



Commission Staff Report

November 18, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: Charge Across Town - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

FROM: Jane Cirrincione *JRC*
AGM, Legislative and
Regulatory Affairs
Division: Legislative & Regulatory
Affairs
Department: Legislative & Regulatory

METHOD OF SELECTION:
Competitive Pricing Process

If other, please describe:

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 20-81 authorizing the General Manager or his designee to execute a Multi-Task consulting services agreement with Charge Across Town, to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members.

Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

BACKGROUND:

Participants in NCPA's Transportation Electrification Working Group and Demand Management Working Groups requested assistance in contracting for electrification education and outreach services, with a focus on finding virtual and online outreach programs due to the COVID-19 situation. NCPA issued a Request for Proposal (RFP) LR2001 on August 12, 2020, to solicit proposals from qualified consultants providing various electrification education and outreach programs and services. Specifically, the RFP requested services in the areas of: youth education, building electrification, transportation electrification, and additional related-services.

Ten vendors responded to the RFP. Based on the scoring committee's evaluation, eight of the vendors were interviewed and selected to provide electrification education and outreach services. Charge Across Town was one of the consultants selected based upon its experience and response to the RFP.

FISCAL IMPACT:

These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$500,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

SELECTION PROCESS:

A formal bidding process was conducted in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from August 12, 2020, through September 10, 2020. A total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) ability to perform the work within the time

specified and demonstrated strong project management abilities; and 7) customer references. The responses were evaluated by a review team consisting of staff from the City of Palo Alto Utilities, Silicon Valley Power, and NCPA. Based on the evaluation process and interviews, eight vendors were selected to provide electrification education and outreach services.

ENVIRONMENTAL ANALYSIS:

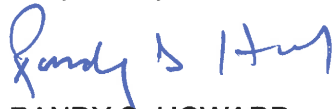
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation will be reviewed and discussed in the Legislative and Regulatory Affairs Committee on December 2, 2020.

The recommendation was reviewed by the Transportation Electrification Working Group on November 5, 2020, and the Demand Management Working Group on November 19, 2020, and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 20-81
- Multi-Task Consulting Services Agreement with Charge Across Town

RESOLUTION 20-81

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY TO APPROVE AND AUTHORIZE EXECUTION OF A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH CHARGE ACROSS TOWN

(Reference Staff Report #218:20)

WHEREAS, certain Northern California Power Agency (NCPA) Members participating in the Customer Programs Working Groups have expressed an interest in contracts for electrification education and outreach services ("Services") through the NCPA Support Services Program; and

WHEREAS, NCPA issued a Request for Proposals ("RFP") seeking consultants that are qualified to provide cost-effective Services; and

WHEREAS, a total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) demonstration of strong project management abilities; and 7) customer references; and

WHEREAS, Charge Across Town was one of eight consultants selected to provide Services based upon its experience and response to the RFP; and

WHEREAS, NCPA is willing and able to (i) retain Charge Across Town to provide the Services under a Multi-Task Consulting Services Agreement ("Agreement") and (ii) bill all expenses and costs for related Services to the entity receiving the Services; and

WHEREAS, the Agreement with Charge Across Town for up to \$500,000 over a three-year period may include services that are provided directly to NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorize the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Charge Across Town for electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 combined over three years for use by NCPA, NCPA Members, SCPPA, or SCPPA Members.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2020 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND CHARGE ACROSS TOWN, INC.

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Charge Across Town, Inc., a 501(c)(3) nonprofit organization with its office located at 912 Cole Street, Suite 189, San Francisco, CA 94117 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than 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 FIVE HUNDRED THOUSAND** dollars (\$500,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

Maureen Blanc
Director
Charge Across Town, Inc.
912 Cole Street, Suite 189
San Francisco, CA 94117

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

CHARGE ACROSS TOWN, INC.

Date _____

Date _____

RANDY S. HOWARD
GENERAL MANAGER

MAUREEN BLANC
DIRECTOR

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

A. EV Education

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the adoption of EVs by low to moderate income customers with a priority on financials more than environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on used EVs, leasing vs. purchasing, available incentives, different models, and lifetime price analysis of an EV vs. a fossil-fuel vehicle.
 - EV 101 educational classes for residents
 - EV 101 educational classes for commuters
- **Virtual and/or In-person Ride and Drives** for large and small groups with innovative and interactive ways to promote and educate low to moderate income customers about EVs, with a priority on financials more than environmental motivations. Ride and Drive length and content to be adjusted to the audience. Ride and drives to include, but are not limited to, information on used EVs, leasing vs. purchasing, different models, and lifetime price analysis of an EV vs. a fossil fuel vehicle.
 - Ride and Drives for residents
 - Ride and Drives for commuters
- **EV Expo's** that promote the adoption of EVs with a priority on converting fossil fuel vehicle drivers into EV drivers. The length and content of these EV Expo's will be adjusted to the audience. Expo's may include, but are not limited to, displays of EVs, test drives, and EV vendor booths.
 - EV Expo's for residents
 - EV Expo's at workplaces

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$500,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

CHARGE ACROSS TOWN	EV Ride and Drive						Total Labor Hours
	Program Manager	Event Manager	Staff	Data Analyst			
Contract Management	1 \$ 200.00	0 \$ -		0 \$ -			1
Create and test survey tools	0 \$ -	1 \$ 150.00		1 \$ 175.00			2
Event Planning							
Client admin/meetings/calls	2 \$ 400.00	1 \$ 150.00		1 \$ 175.00			4
Venue research and site visit	0 \$ -	1 \$ 150.00		0 \$ -			1
Dealership oversight	0 \$ -	2 \$ 300.00		0 \$ -			2
Volunteer/Event Staff recruitment	0 \$ -	2 \$ 300.00		0 \$ -			2
Team planning meetings	1 \$ 200.00	3 \$ 450.00		1 \$ 175.00			5
Giftcards and materials	1 \$ 200.00	2 \$ 300.00		0 \$ -			3
R&D Event							
Event Staffing - 'Day Of'	0 \$ -	10 \$ 1,500.00	40 \$ 1,400.00	0 \$ -			50
Event Materials Return	0 \$ -	1 \$ 150.00		0 \$ -			1
Survey and Reporting							
Event Data Collection	0 \$ -	1 \$ 150.00		0 \$ -			1
Analyze data	1 \$ 200.00	0 \$ -		1 \$ 175.00			2
Weekly event report	1 \$ 200.00	1 \$ 150.00		0.5 \$ 75.00			3
Quarterly event Report	1 \$ 200.00	2 \$ 300.00		2 \$ 350.00			5
Total Labor Budget	\$ 3,200.00	\$ 5,700.00	\$ 1,400.00	\$ 1,650.00			\$ 11,950.00
Campaign Expenses							
<u>Expenses</u>	Per Event						
CAT Travel*	* Includes van rental, driving mileage, hotel, and per diem						
Printing, materials, etc.	\$ 300	waivers, flyers, supplies					
Incentives	500	giftcards					
Dealer incentives**		** EV transport and other dealer incentives					
Ride and Drive Event Equipment	300	CAT materials - iPads, wi-fi, tents, tables, chairs, supplies - pu and delivery					
IT: Veriscan, AT&T, SurveyMonkey	400						
Food	100						
Expenses	\$ 1,600						
Per Event Labor	11,950						
Total	\$ 13,550	Excludes * travel outside of Bay Area and **assumes no dealer incentives required.					

CHARGE ACROSS TOWN	EV Expo								
	Program Manager		Event Manager		Staff		Data Analyst		Total Labor Hours
hourly rate>	\$ 200.00	Item total	\$ 150.00	Item total	\$35	Item total	\$ 175.00	Item total	
Campaign Planning									
Monthly Meetings/Touchbase	4	\$ 800.00	4	\$ 600.00			2	\$ 350.00	10
Overall R&D Strategy/Cars	0	\$ -	4	\$ 600.00			0	\$ -	4
Marketing development and materials	2	\$ 400.00	2	\$ 300.00			0	\$ -	4
IT Oversight: Veriscan, AT&T; SurveyMonke	1	\$ 200.00	0	\$ -			1	\$ 175.00	2
Contract Management	1	\$ 200.00	0	\$ -			0	\$ -	1
Create and test survey tools	0	\$ -	1	\$ 150.00			1	\$ 175.00	2
Event Planning									
Client admin/meetings/calls	2	\$ 400.00	1	\$ 150.00			1	\$ 175.00	4
Venue research and site visit	0	\$ -	2	\$ 300.00			0	\$ -	2
Dealership oversight	0	\$ -	2	\$ 300.00			0	\$ -	2
Volunteer/Event Staff recruitment	0	\$ -	1	\$ 150.00			0	\$ -	1
Team planning meetings	1	\$ 200.00	2	\$ 300.00			1	\$ 175.00	4
Giftcards and materials	0.5	\$ 100.00	0.5	\$ 75.00			0	\$ -	1
EXPO Event									
Event Staffing - 'Day Of'	0	\$ -	8	\$ 1,200.00	28	\$ 980.00	0	\$ -	36
Event Materials Return	0	\$ -	1	\$ 150.00			0	\$ -	1
Survey and Reporting									
Event Data Collection	0	\$ -	1	\$ 150.00			0	\$ -	1
Analyze data	1	\$ 200.00	0	\$ -			1	\$ 175.00	2
Weekly event report	1	\$ 200.00	1	\$ 150.00			0.5	\$ 87.50	3
Quarterly event Report	1	\$ 200.00	1	\$ 150.00			1	\$ 175.00	3
Total Labor Budget		\$ 2,900.00		\$ 4,725.00		\$ 980.00		\$ 1,487.50	\$ 10,092.50

Campaign Expenses

Expenses	Per Event	
CAT Travel*		* Includes van rental, driving mileage, hotel, and per diem
Printing, materials, etc.	\$ 300	waivers, flyers, supplies
Incentives	-	giftcards
Dealer incentives**		** EV transport and other dealer incentives
Ride and Drive Event Equipment	200	CAT materials - iPads, wi-fi, tents, tables, chairs, supplies - pu and delivery
IT: Veriscan, AT&T, SurveyMonkey	400	
Food	100	
Total Expenses	\$ 1,000	
Per Event Labor	10,093	
Total	\$ 11,093	Excludes * travel outside of Bay Area and **assumes no dealer incentives required.

CHARGE ACROSS TOWN	Workshops/Webinars						
	Program Manager		Content Manager		Tech Support		Total Labor Hours
hourly rate>	\$ 200.00	Item total	\$ 150.00	Item total	\$ 175.00	Item total	
Webinar/Online Class Template							
Strategy Meetings/Touchbase	4	\$ 800.00	4	\$ 600.00	2	\$ 350.00	10
Content and curriculum development	2	\$ 400.00	50	\$ 7,500.00	0	\$ -	52
IT Development	1	\$ 200.00	1	\$ 150.00	20	\$ 3,500.00	22
Contract Management	1	\$ 200.00	0	\$ -	0	\$ -	1
Total Labor Budget for Template		\$ 1,600.00		\$ 8,250.00		\$ 3,850.00	\$ 13,700.00
Per Webinar/Workshop Planning							
Client admin/management	2	\$ 400.00	1	\$ 150.00	1	\$ 175.00	4
Content customization	1	\$ 200.00	4	\$ 600.00	3	\$ 525.00	8
Marketing/promotion	1	\$ 200.00	2	\$ 300.00	0.5	\$ 87.50	4
Team planning meetings	1	\$ 200.00	1	\$ 150.00	1	\$ 175.00	3
Workshop Event							
Digital and Tech Team	0	\$ -	4	\$ 600.00	2	\$ 350.00	6
Survey and Reporting							
Survey creation	1	\$ 200.00	2	\$ 300.00	1	\$ 175.00	4
Event Data Collection	0	\$ -	1	\$ 150.00	0	\$ -	1
Analyze data	1	\$ 200.00	0	\$ -	1	\$ 175.00	2
Event report	1	\$ 200.00	1	\$ 150.00	0.5	\$ 87.50	3
Total Labor Budget for Webinar/Workshop		\$ 1,600.00		\$ 2,400.00		\$ 1,750.00	\$ 5,750.00

Campaign Expenses

Development of Template	Labor	\$ 13,700	
Workshop/Webinar Event	Labor	\$ 5,750	
Expense: IT Platform		\$ 500	
		<u>\$ 6,250</u>	Excludes Ad Buys/Social Media

*These costs are "not-to-exceed" amounts and could be adjusted down depending on the scope and scale of these individual projects.

Pricing for services not otherwise specified above will be quoted at the time services are requested.

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



Commission Staff Report

November 18, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: CLEAResult Consulting Inc. - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

FROM:	Jane Cirrincione <i>JCC</i>	METHOD OF SELECTION:
	AGM, Legislative and Regulatory Affairs	<i>Competitive Pricing Process</i>
Division:	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
Department:	Legislative & Regulatory	

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

RECOMMENDATION:

Approve Resolution 20-82 authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with CLEAResult Consulting Inc., to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members.

Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

BACKGROUND:

Participants in NCPA's Transportation Electrification Working Group and Demand Management Working Groups requested assistance in contracting for electrification education and outreach services, with a focus on finding virtual and online outreach programs due to the COVID-19 situation. NCPA issued a Request for Proposal (RFP) LR2001 on August 12, 2020, to solicit proposals from qualified consultants providing various electrification education and outreach programs and services. Specifically, the RFP requested services in the areas of: youth education, building electrification, transportation electrification, and additional related-services.

Ten vendors responded to the RFP. Based on the scoring committee's evaluation, eight of the vendors were interviewed and selected to provide electrification education and outreach services. CLEAResult Consulting Inc. was one of the consultants selected based upon its experience and response to the RFP.

FISCAL IMPACT:

These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$1,000,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

SELECTION PROCESS:

A formal bidding process was conducted in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from August 12, 2020, through September 10, 2020. A total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) ability to perform the work within the time

specified and demonstrated strong project management abilities; and 7) customer references. The responses were evaluated by a review team consisting of staff from the City of Palo Alto Utilities, Silicon Valley Power, and NCPA. Based on the evaluation process and interviews, eight vendors were selected to provide electrification education and outreach services.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation will be reviewed and discussed in the Legislative and Regulatory Affairs Committee on December 2, 2020.

The recommendation was reviewed by the Transportation Electrification Working Group on November 5, 2020, and the Demand Management Working Group on November 19, 2020, and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 20-82
- Multi-Task Consulting Services Agreement with CLEAResult Consulting Inc.

RESOLUTION 20-82

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY TO APPROVE AND AUTHORIZE EXECUTION OF A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH CLEARRESULT CONSULTING INC.

(Reference Staff Report #219:20)

WHEREAS, certain Northern California Power Agency (NCPA) Members participating in the Customer Programs Working Groups have expressed an interest in contracts for electrification education and outreach services ("Services") through the NCPA Support Services Program; and

WHEREAS, NCPA issued a Request for Proposals ("RFP") seeking consultants that are qualified to provide cost-effective Services; and

WHEREAS, a total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) demonstration of strong project management abilities; and 7) customer references; and

WHEREAS, CLEAResult Consulting Inc. was one of eight consultants selected to provide Services based upon its experience and response to the RFP; and

WHEREAS, NCPA is willing and able to (i) retain CLEAResult Consulting Inc. to provide the Services under a Multi-Task Consulting Services Agreement ("Agreement") and (ii) bill all expenses and costs for related Services to the entity receiving the Services; and

WHEREAS, the Agreement with CLEAResult Consulting Inc. for up to \$1,000,000 over a three-year period may include services that are provided directly to NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorize the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with CLEAResult Consulting Inc. for electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 combined over three years for use by NCPA, NCPA Members, SCPPA, or SCPPA Members.

PASSED, ADOPTED AND APPROVED this ____ day of _____ , 2020 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND CLEAResult CONSULTING INC.

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and CLEAResult Consulting Inc., a Texas corporation with its office located at 4301 Westbank Drive, Building A, Suite 300, Austin, TX 78746 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than 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 ONE MILLION** dollars (\$1,000,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.3 Professional Liability Insurance. 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 affect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

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. Notwithstanding the foregoing, Consultant retains ownership of all pre-existing intellectual property and any generally applicable development, modification or improvement of such pre-existing intellectual property under this Agreement (collectively, "Consultant IP"). To the extent any deliverable incorporates Consultant IP, Consultant grants to the Agency a nonexclusive, worldwide, royalty-free, irrevocable license (with rights to sublicense to others) in Consultant IP to translate, reproduce, distribute and prepare derivative works, to publicly perform, and to publicly display all deliverables and to authorize others to do so.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible

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

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

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

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

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

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

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

Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

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

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

- 10.7 Contract Administrator.** This Agreement shall be administered by Jane Cirrincione, Assistant General Manager, or 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:

Legal Department
CLEAResult
100 SW Main Street, Suite 1500
Portland, OR 97204

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

CLEAResult Consulting Inc.

Date _____

Date _____

RANDY S. HOWARD
GENERAL MANAGER

ANDREA WHITE
VICE PRESIDENT

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

A. EV Education

Consultant will provide workshops and online education on the adoption of electric vehicles ("EVs") by Agency customers. Workshop length and content to be adjusted to the audience. Workshops to include information on EV supply equipment ("SE"), used EVs, leasing vs. purchasing, available incentives, different models, and lifetime price analysis of an EV vs. a fossil-fuel vehicle.

B. Electrification Education

Consultant will provide workshops and online education on the switch from gas to electric equipment in the home and at businesses, emphasizing financial and environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include information on heat pump water heaters, air source heat pumps, electric dryers, induction cooktops, different models, and lifetime price analyses.

Consultant will provide virtual electrification and energy efficiency audits for customer interested in a virtual assessment of electrification and energy efficiency potential and opportunities. Consultant will utilize its proprietary virtual audit tool and qualified staff to perform these audits which includes outreach to potential participants, guided audit at the home or facility, and a report of findings and opportunities.

C. Additional Services

Agency members may also engage Consultant for additional EV, energy efficiency, and electrification support services listed below. The scope of these services will be defined in the Purchase Order and will be billed on a Time & Materials ("T&M") basis using the hourly rates listed in Exhibit B.

1. Electrification Program Design and Implementation Services.
2. EV Charging Infrastructure Technical Assistance.
3. Energy Advisor Services.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,000,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Hourly Rates

This Agreement is based upon time and materials charges and Consultant will bill for authorized labor and expenses on a monthly basis. 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.

Any modification or additional roles must be approved by NCPA in writing via email prior to invoicing.

Role	Rate
Director	\$195
Sr. Manager	\$160
Manager	\$127
Program Analyst	\$97
Account Manager	\$115
Sr. Energy Advisor	\$93
Energy Advisor	\$74
Sr. Engineer	\$172
Engineer	\$132
Sr. Designer	\$113
Incentive Processor	\$55
Contact Center Representative	\$44

Annually on each anniversary of the Effective Date, the rates will increase at the lesser of 3% or the 12-month employment cost index as reported by the Bureau of Labor Statistics, but in no event shall rates increase at less than 1%.

Pricing for services not otherwise listed above will be quoted at the time services are requested.

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



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Commission Staff Report

November 18, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: Cool the Earth - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

FROM:	Jane Cirrincione <i>JCC</i>	METHOD OF SELECTION:
	AGM, Legislative and Regulatory Affairs	<i>Competitive Pricing Process</i>
Division:	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
Department:	Legislative & Regulatory	

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

RECOMMENDATION:

Approve Resolution 20-83 authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with Cool the Earth, to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members.

Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

BACKGROUND:

Participants in NCPA's Transportation Electrification Working Group and Demand Management Working Groups requested assistance in contracting for electrification education and outreach services, with a focus on finding virtual and online outreach programs due to the COVID-19 situation. NCPA issued a Request for Proposal (RFP) LR2001 on August 12, 2020, to solicit proposals from qualified consultants providing various electrification education and outreach programs and services. Specifically, the RFP requested services in the areas of: youth education, building electrification, transportation electrification, and additional related-services.

Ten vendors responded to the RFP. Based on the scoring committee's evaluation, eight of the vendors were interviewed and selected to provide electrification education and outreach services. Cool the Earth was one of the consultants selected based upon its experience and response to the RFP.

FISCAL IMPACT:

These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$750,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

SELECTION PROCESS:

A formal bidding process was conducted in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from August 12, 2020, through September 10, 2020. A total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) ability to perform the work within the time

specified and demonstrated strong project management abilities; and 7) customer references. The responses were evaluated by a review team consisting of staff from the City of Palo Alto Utilities, Silicon Valley Power, and NCPA. Based on the evaluation process and interviews, eight vendors were selected to provide electrification education and outreach services.

ENVIRONMENTAL ANALYSIS:

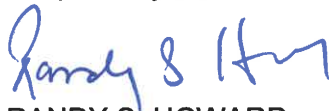
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation will be reviewed and discussed in the Legislative and Regulatory Affairs Committee on December 2, 2020.

The recommendation was reviewed by the Transportation Electrification Working Group on November 5, 2020, and the Demand Management Working Group on November 19, 2020, and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 20-83
- Multi-Task Consulting Services Agreement with Cool the Earth

RESOLUTION 20-83

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
TO APPROVE AND AUTHORIZE EXECUTION OF A MULTI-TASK CONSULTING SERVICES
AGREEMENT WITH COOL THE EARTH**

(Reference Staff Report #220:20)

WHEREAS, certain Northern California Power Agency (NCPA) Members participating in the Customer Programs Working Groups have expressed an interest in contracts for electrification education and outreach services ("Services") through the NCPA Support Services Program; and

WHEREAS, NCPA issued a Request for Proposals ("RFP") seeking consultants that are qualified to provide cost-effective Services; and

WHEREAS, a total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) demonstration of strong project management abilities; and 7) customer references; and

WHEREAS, Cool the Earth was one of eight consultants selected to provide Services based upon its experience and response to the RFP; and

WHEREAS, NCPA is willing and able to (i) retain Cool the Earth to provide the Services under a Multi-Task Consulting Services Agreement ("Agreement") and (ii) bill all expenses and costs for related Services to the entity receiving the Services; and

WHEREAS, the Agreement with Cool the Earth for up to \$750,000 over a three-year period may include services that are provided directly to NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorize the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Cool the Earth for electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 combined over three years for use by NCPA, NCPA Members, SCPPA, or SCPPA Members.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2020 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND COOL THE EARTH

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 Cool the Earth, a 501 (c)(3) nonprofit organization, P. O. Box 694, Kentfield, CA 94941 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than 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 SEVEN HUNDRED FIFTY THOUSAND** dollars (\$750,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 All Policies Requirements.

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

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

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

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

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

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

provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

Cathy Stanley
Marketing Operations
Cool the Earth
P.O. Box 694
Kentfield, CA 94941

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 SCPA 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.

(Signatures Found on Following Page)

NORTHERN CALIFORNIA POWER AGENCY

COOL THE EARTH

Date_____

Date_____

RANDY S. HOWARD
GENERAL MANAGER

CARLEEN CULLEN
EXECUTIVE DIRECTOR

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

A. EV Education

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the adoption of EVs by low to moderate income customers with a priority on financials more than environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on used EVs, leasing vs. purchasing, available incentives, different models, and lifetime price analysis of an EV vs. a fossil-fuel vehicle.
- **Virtual and/or In-person Ride and Drives** for large and small groups with innovative and interactive ways to promote and educate low to moderate income customers about EVs, with a priority on financials more than environmental motivations. Ride and Drive length and content to be adjusted to the audience. Ride and drives to include, but are not limited to, information on used EVs, leasing vs. purchasing, different models, and lifetime price analysis of an EV vs. a fossil fuel vehicle.
- **EV Expo's** that promote the adoption of EVs with a priority on converting fossil fuel vehicle drivers into EV drivers. The length and content of these EV Expo's will be adjusted to the audience. Expo's may include, but are not limited to, displays of EVs, test drives, and EV vendor booths.
- **Preferred Pricing Campaign**
- **Online Buying and Driving Guide, and other online resources**

B. Youth Electrification and EV Education

- **Online content** for large and small youth groups with fun and interactive ways to educate school-aged children on climate change and potential solutions. The length and content of these events will be adjusted to the audience.
- **Classroom projects/program or educational kits** with fun and interactive ways to educate school-aged children on climate change and potential solutions.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$750,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Cool the Earth, Backbone of Drive Clean Bay Area				Contractor	Management		
Foundational Tools, Buying/Driving Guide, EV101, Ride and Drive				\$85	\$100	Hourly Rates	
Total Contractor Hrs	Total Contractor Hrs	Total Management Hrs	Total Labor \$	Expenses \$/event	Total Annual Expense	Total Expense per Event	
Foundational Backbone Tools							
Database management	20	5	\$2,200				
Communications	25	7	\$2,825				
Website Updates	20	3	\$2,000				
Buying and Driving Guide Updates	5	0.5	\$475				
Total	70	15.5	\$7,500			\$7,500	mandatory expense to support "Events and Activities"
Buying and Driving Guides Sponsorship					\$2,500		optional
Events and Activities							
EV101 (virtual on Zoom)							
Program Updates	5	1	\$525				
Marketing and Promotion	15	1	\$1,375	\$350			
Preparation and Delivery	10	2	\$1,050				
Data, tracking and communications	6	1	\$610				
EV101 total per event	36	5	\$3,560				
EV Ride and Drive (virtual on Zoom)							
Program Development	15	3	\$1,575				
Marketing and Promotion	25	5	\$2,625	\$1,000			
Preparation and Delivery	30	5	\$3,050				
Data, tracking and communications	20	4	\$2,100				
EV Ride and Drive Total per Event	90	17	\$9,350				
Preferred pricing campaign (see NCPA preferred pricing 9/10/20)							
Notes							
Budget is for virtual events. CTE also has deep experience running in-person events and is happy to provide a custom price quote as needed.							

Cool the Earth/Drive Clean Bay Area Preferred Pricing Campaign		Contractor	Management			
		85	100	Hourly Rate		
	Total Contractor	Management Hours	Personnel Costs	Expenses	Total	
Program Development						
Develop plan. Identify terms and vehicles	8	10	\$1,680			
Define target market and key messaging	8	10	\$1,680			
Conceptualize all elements, tools needed, etc	6	5	\$1,010			
subtototal	22	25	\$4,370			
Content Development						
Update and modify ad campaign creative	37	2	\$2,410			
Update and modify campaign website and API	32	2	\$2,110			
Create video to inform and sort leads. create quick checklist, new process for leads	20	2	\$1,390			
subtototal	89	6	\$5,910			
Outreach, Marketing and Execution						
Partner Outreach and Support (inc UTM)	33	5	\$2,455			
Partner materials (newsletter content, web,etc)	25	2	\$1,690	advertising		
Paid Advertising and consult	5		\$300	\$2,500		
Google Ad Words	25	2	\$1,690			
Systems: Broker training , customer support, campaign execution	65	10	\$4,850			
Program Execution	90	20	\$7,300			
subtototal	243	39	\$18,285			
Reporting/data management						
	40	10	\$3,350			
subtototal	40	10	\$3,350			
		Total		\$31,915	\$2,500	\$34,415
Notes:						
4 -5 week duration. Dates determined by CTE.						
Total for one Preferred Pricing campaign. Cost may vary based upon size of customer base.						
CTE anticipates hosting one to two preferred pricing events per year. Budget assumes utility joins into an existing campaign.						

2020-21 PROPOSAL		Contractor	Management	Hourly Rates		
CTE Youth Education Budget Detail		\$85	\$100			
	Total Contractor Hrs	Total Management Hrs	Total Labor \$	Expenses \$/event	Total Annual Expense	Total per School Annual Expense
Education & Engagement						
<i>School-to-Home Program, including low-income</i>						
Program Updates	50	20	\$8,250		\$6,250	
Website Updates	25	10	\$3,125		\$3,125	
Marketing & Outreach (<i>per school</i>)	13	2	\$1,305			\$1,305
Preparation and Delivery (<i>per school</i>)	7	2	\$795			\$795
School communications	5	1	\$525			\$525
Teacher stipend				\$250		\$250
Follow up, art awards	5	1	\$525	\$50		\$575
Reporting/data management	6	2	\$710			\$710
TOTAL	111	38	\$13,235	\$300	\$9,375	\$4,160
					annual	per school per year

Pricing for services not otherwise listed above will be quoted at the time services are requested.

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



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Commission Staff Report

November 18, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: D&R International, Ltd. - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 20-84 authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with D&R International, Ltd., to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members.

Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

BACKGROUND:

Participants in NCPA's Transportation Electrification Working Group and Demand Management Working Groups requested assistance in contracting for electrification education and outreach services, with a focus on finding virtual and online outreach programs due to the COVID-19 situation. NCPA issued a Request for Proposal (RFP) LR2001 on August 12, 2020, to solicit proposals from qualified consultants providing various electrification education and outreach programs and services. Specifically, the RFP requested services in the areas of: youth education, building electrification, transportation electrification, and additional related-services.

Ten vendors responded to the RFP. Based on the scoring committee's evaluation, eight of the vendors were interviewed and selected to provide electrification education and outreach services. D&R International, Ltd. was one of the consultants selected based upon its experience and response to the RFP.

FISCAL IMPACT:

These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$1,000,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

SELECTION PROCESS:

A formal bidding process was conducted in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from August 12, 2020, through September 10, 2020. A total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) ability to perform the work within the time

specified and demonstrated strong project management abilities; and 7) customer references. The responses were evaluated by a review team consisting of staff from the City of Palo Alto Utilities, Silicon Valley Power, and NCPA. Based on the evaluation process and interviews, eight vendors were selected to provide electrification education and outreach services.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation will be reviewed and discussed in the Legislative and Regulatory Affairs Committee on December 2, 2020.

The recommendation was reviewed by the Transportation Electrification Working Group on November 5, 2020, and the Demand Management Working Group on November 19, 2020, and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 20-84
- Multi-Task Consulting Services Agreement with D&R International, Ltd.

RESOLUTION 20-84

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY TO APPROVE AND AUTHORIZE EXECUTION OF A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH D&R INTERNATIONAL, LTD.

(Reference Staff Report #221:20)

WHEREAS, certain Northern California Power Agency (NCPA) Members participating in the Customer Programs Working Groups have expressed an interest in contracts for electrification education and outreach services ("Services") through the NCPA Support Services Program; and

WHEREAS, NCPA issued a Request for Proposals ("RFP") seeking consultants that are qualified to provide cost-effective Services; and

WHEREAS, a total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) demonstration of strong project management abilities; and 7) customer references; and

WHEREAS, D&R International, Ltd. was one of eight consultants selected to provide Services based upon its experience and response to the RFP; and

WHEREAS, NCPA is willing and able to (i) retain D&R International, Ltd. to provide the Services under a Multi-Task Consulting Services Agreement ("Agreement") and (ii) bill all expenses and costs for related Services to the entity receiving the Services; and

WHEREAS, the Agreement with D&R International, Ltd. for up to \$1,000,000 over a three-year period may include services that are provided directly to NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorize the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with D&R International, Ltd. for electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 combined over three years for use by NCPA, NCPA Members, SCPPA, or SCPPA Members.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2020 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
D&R INTERNATIONAL, LTD.**

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 D&R International, Ltd., a corporation with its office located at 1100 Wayne Avenue, Suite 700, Silver Spring MD, 20910 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than 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 ONE MILLION** dollars (\$1,000,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 All Policies Requirements.

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

Margaret Rivera
Contracts
D&R International, Ltd.
1100 Wayne Avenue, Suite 700
Silver Spring, MD 20910

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

D&R INTERNATIONAL, LTD

Date _____

Date _____

RANDY S. HOWARD
GENERAL MANAGER

DAVID P. STEINER
PRESIDENT

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

A. EV Education

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the adoption of EVs by low to moderate income customers with a priority on financials more than environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on used EVs, leasing vs. purchasing, available incentives, different models, and lifetime price analysis of an EV vs. a fossil-fuel vehicle. For example:
 - Is an EV right for me? Key considerations for purchasing an EV
 - What about buying a used electric vehicle?
 - How much will it cost me to charge my EV?
 - What is the difference between all electric and plug-in hybrid vehicles?
 - Can I charge at Home?
 - Is there public charging available and how can I use it?
 - What are the local incentives I can take advantage of to acquire and charge my EV?
 - Where should I buy my next EV?
 - What kind of EV models are available?
 - What is the difference between purchasing and leasing an EV?
 - What are the environmental benefits of owning an EV?

B. Electrification Education

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the switch from gas to electric equipment in the home and at businesses, with a priority on financials and environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on heat pump water heaters, air source heat pumps, electric dryers, induction cooktops, different models, and lifetime price analyses. For example:
 - Electrification 101: An overview of the what, why, when, who, and how
 - A Cost-Effective Roadmap for Electrifying Your Residence
 - A Cost-Effective Roadmap for Electrifying Your Business
 - Overview of HVAC Heat Pumps
 - Overcoming Installation and Sales Challenges for HVAC Heat Pumps in Retrofit Construction
 - Overview of Heat Pump Water Heaters
 - Overcoming Installation and Sales Challenges for Residential Replacement Heat Pump Water Heaters
 - Putting It All Together in the Clean Energy Home
- **Home Energy Estimator for Water Heating**
- **Home Energy Estimator for HVAC**

C. Additional Services

- ChooseEV - Online EV Customer Engagement Tools
- EV Strategic Planning
- EV Public Charger Installation Management (Identify local contractors and recommend chargers)
- Development of customer EV charger rebate programs
- Qmerit EV Charger Installer Services (Identify recommended contractors for bids)
- EV Dealer Directory
- EV Dealer Training Services
- ReCurrent Used Electrical Vehicle Battery Analysis

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

EXHIBIT B COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,000,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Fixed Fees

Service Area	Description of Service	Pricing
Workshops	1 Hour Workshop Delivery	\$1,000
	3* Hour Workshop Delivery	\$2,000
	6* Hour Workshop Delivery	\$4,000
	Guest Speaker Fee	\$300 (1.5 Hour) \$500 (3-hour) \$1,000 (6 Hour)
	Travel	At-Cost
Asynchronous/ On-Demand Courses	Online Course Access (per user)	\$250
Content Enhancement	Content Rebranding (Utility Logo, Color-Scheme)	\$500
	Content Enhancement (Localization, Additional Subtopic)	\$2,000
	Content Translation (Each additional language)	\$500
	Video Segment	\$1500
	Custom Content Development	*T&M

*Longer course lengths are provided for reference. D+R can customize workshop length as needed based on the needs of the requestor.

**Pricing for Online Course Access can be customized for smaller or larger groups as needed.

Hourly Fees

For custom content development, and other additional services not otherwise covered by the costs and fees listed above (Exhibit A, Section C), fees will be based on a time and materials structure using the labor categories and billing rates listed below:

Labor Category	Billing Rate
Principal	\$325.00
Senior Consultant	\$250.00
Senior Project Manager	\$165.00
Project Manager	\$130.00
Senior Associate	\$120.00
Associate	\$90.00
Subject Matter Expert	\$175.00
Engineer II	\$175.00
Engineer I	\$160.00

The listed rates above are effective through December 31, 2021. Billing rates will increase by five percent (5%) each year on January 1.

Pricing for ChooseEV

ChooseEV annual fees are calculated based utility size and the number of tools a utility chooses to use. We suggest at minimum 4 tool package. This is annual pricing, billed each year on the Effective Date of the signed Agreement.

	Meters	3 tool pkg	4 tool pkg	5 tool pkg
City of Biggs	1800	\$ 1,650	\$ 1,800	\$ 2,250
City of Shasta Lake	4000	\$ 1,650	\$ 1,800	\$ 2,250
City of Healdsburg	5793	\$ 3,000	\$ 3,600	\$ 4,500
Plumas Sierra	6500	\$ 3,000	\$ 3,600	\$ 4,500
Gridley California	7000	\$ 3,000	\$ 3,600	\$ 4,500
Trukee Donner PUD	13000	\$ 3,000	\$ 3,600	\$ 4,500
City of Lompoc	15000	\$ 3,000	\$ 3,600	\$ 4,500
City of Ukiah	15000	\$ 3,000	\$ 3,600	\$ 4,500
Lodi	28000	\$ 4,200	\$ 5,200	\$ 6,500
Alameda Power	34000	\$ 4,200	\$ 5,200	\$ 6,500
City of Redding Electric Utility	42000	\$ 4,200	\$ 5,200	\$ 6,500
City of Roseville Electric utility	50000	\$ 4,200	\$ 5,200	\$ 6,500
Silicon Vally Power	51000	\$ 5,700	\$ 7,200	\$ 9,000
City of Palo Alto	62000	\$ 5,700	\$ 7,200	\$ 9,000
		\$ 49,500	\$ 60,400	\$ 75,500

Pricing for services not otherwise listed above will be quoted at the time services are requested.

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



Commission Staff Report

November 18, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: Christopher Alan Consulting dba Electric Car Insider - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

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

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

Approve Resolution 20-85 authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with Christopher Alan Consulting dba Electric Car Insider (Electric Car Insider), to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members.

Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

BACKGROUND:

Participants in NCPA's Transportation Electrification Working Group and Demand Management Working Groups requested assistance in contracting for electrification education and outreach services, with a focus on finding virtual and online outreach programs due to the COVID-19 situation. NCPA issued a Request for Proposal (RFP) LR2001 on August 12, 2020, to solicit proposals from qualified consultants providing various electrification education and outreach programs and services. Specifically, the RFP requested services in the areas of: youth education, building electrification, transportation electrification, and additional related-services.

Ten vendors responded to the RFP. Based on the scoring committee's evaluation, eight of the vendors were interviewed and selected to provide electrification education and outreach services. Electric Car Insider was one of the consultants selected based upon its experience and response to the RFP.

FISCAL IMPACT:

These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$500,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

SELECTION PROCESS:

A formal bidding process was conducted in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from August 12, 2020, through September 10, 2020. A total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested

services; 5) respondent's financial stability; 6) ability to perform the work within the time specified and demonstrated strong project management abilities; and 7) customer references. The responses were evaluated by a review team consisting of staff from the City of Palo Alto Utilities, Silicon Valley Power, and NCPA. Based on the evaluation process and interviews, eight vendors were selected to provide electrification education and outreach services.

ENVIRONMENTAL ANALYSIS:

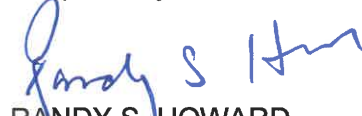
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation will be reviewed and discussed in the Legislative and Regulatory Affairs Committee on December 2, 2020.

The recommendation was reviewed by the Transportation Electrification Working Group on November 5, 2020, and the Demand Management Working Group on November 19, 2020, and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 20-85
- Multi-Task Consulting Services Agreement with Christopher Alan Consulting dba Electric Car Insider

RESOLUTION 20-85

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY TO APPROVE AND AUTHORIZE EXECUTION OF A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH CHRISTOPHER ALAN CONSULTING DBA ELECTRIC CAR INSIDER

(Reference Staff Report #222:20)

WHEREAS, certain Northern California Power Agency (NCPA) Members participating in the Customer Programs Working Groups have expressed an interest in contracts for electrification education and outreach services (Services) through the NCPA Support Services Program; and

WHEREAS, NCPA issued a Request for Proposals (RFP) seeking consultants that are qualified to provide cost-effective Services; and

WHEREAS, a total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) demonstration of strong project management abilities; and 7) customer references; and

WHEREAS, Christopher Alan Consulting dba Electric Car Insider (Electric Car Insider) was one of eight consultants selected to provide Services based upon its experience and response to the RFP; and

WHEREAS, NCPA is willing and able to (i) retain Electric Car Insider to provide the Services under a Multi-Task Consulting Services Agreement (Agreement) and (ii) bill all expenses and costs for related Services to the entity receiving the Services; and

WHEREAS, the Agreement with Electric Car Insider for up to \$500,000 over a three-year period may include services that are provided directly to NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorize the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Electric Car Insider for electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 combined over three years for use by NCPA, NCPA Members, SCPPA, or SCPPA Members.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2020 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND CHRISTOPHER ALAN CONSULTING DBA ELECTRIC CAR INSIDER

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 Christopher Alan consulting dba Electric Car Insider, a sole proprietorship with its office located at 1934 N Marshall Ave, Suite 108, El Cajon, CA 92020 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than 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 FIVE HUNDRED THOUSAND** dollars (\$500,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Contract Administrator.** This Agreement shall be administered by Jane Cirrincione, Assistant General Manager, or 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:
- Christopher Alan
Christopher Alan consulting dba Electric Car Insider
1934 N Marshall Ave, Suite 108
El Cajon, CA 92020

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.

Signatures on Following Page

NORTHERN CALIFORNIA POWER AGENCY

CHRISTOPHER ALAN DBA
ELECTRIC CAR INSIDER

Date _____

Date _____

RANDY S. HOWARD
GENERAL MANAGER

CHRISTOPHER ALAN
OWNER

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

A. EV Education

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the adoption of EVs by low to moderate income customers with a priority on financials more than environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on used EVs, leasing vs. purchasing, available incentives, different models, and lifetime price analysis of an EV vs. a fossil-fuel vehicle.
 - EV 101 educational classes for residents
 - EV 101 educational classes for commuters
- **Virtual and/or In-person Ride and Drives** for large and small groups with innovative and interactive ways to promote and educate low to moderate income customers about EVs, with a priority on financials more than environmental motivations. Ride and Drive length and content to be adjusted to the audience. Ride and drives to include, but are not limited to, information on used EVs, leasing vs. purchasing, different models, and lifetime price analysis of an EV vs. a fossil fuel vehicle.
 - Ride and Drives for residents
 - Ride and Drives for commuters
- **EV Expo's** that promote the adoption of EVs with a priority on converting fossil fuel vehicle drivers into EV drivers. The length and content of these EV Expo's will be adjusted to the audience. Expo's may include, but are not limited to, displays of EVs, test drives, and EV vendor booths.
 - EV Expo's for residents
 - EV Expo's at workplaces

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$500,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

DETAILED EVENT PRICING

TASKS		DESCRIPTION	COST PER EVENT
1	ELECTRIC VEHICLE RIDE AND DRIVE EVENTS	Up to 4 EV Vehicles*	\$9,500.00
		Up to 8 EV Vehicles*	\$18,500.00
		Up to 12 EV Vehicles*	\$25,000.00
		Up to 16 EV Vehicles*	\$29,500.00
			TOTAL
2	EV Expo	Includes Ride & Drive additional exhibitors	\$44,500.00
			TOTAL
3	Online workshops and classes	Up to 100 online participants each	\$9,500.00

*Number of vehicles, new and used mix will be subject to NCPA or NCPA member approval prior to event date.

Pricing for services not otherwise listed above will be quoted at the time services are requested.

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



Commission Staff Report

November 18, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: Frontier Energy, Inc. - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

FROM:	Jane Cirrincione <i>JCC</i>	METHOD OF SELECTION:
	AGM, Legislative and Regulatory Affairs	<i>Competitive Pricing Process</i>
Division:	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
Department:	Legislative & Regulatory	

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

RECOMMENDATION:

Approve Resolution 20-86 authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with Frontier Energy, Inc., to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members.

Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

BACKGROUND:

Participants in NCPA's Transportation Electrification Working Group and Demand Management Working Groups requested assistance in contracting for electrification education and outreach services, with a focus on finding virtual and online outreach programs due to the COVID-19 situation. NCPA issued a Request for Proposal (RFP) LR2001 on August 12, 2020, to solicit proposals from qualified consultants providing various electrification education and outreach programs and services. Specifically, the RFP requested services in the areas of: youth education, building electrification, transportation electrification, and additional related-services.

Ten vendors responded to the RFP. Based on the scoring committee's evaluation, eight of the vendors were interviewed and selected to provide electrification education and outreach services. Frontier Energy, Inc. was one of the consultants selected based upon its experience and response to the RFP.

FISCAL IMPACT:

These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$1,000,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

SELECTION PROCESS:

A formal bidding process was conducted in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from August 12, 2020, through September 10, 2020. A total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) ability to perform the work within the time

specified and demonstrated strong project management abilities; and 7) customer references. The responses were evaluated by a review team consisting of staff from the City of Palo Alto Utilities, Silicon Valley Power, and NCPA. Based on the evaluation process and interviews, eight vendors were selected to provide electrification education and outreach services.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation will be reviewed and discussed in the Legislative and Regulatory Affairs Committee on December 2, 2020.

The recommendation was reviewed by the Transportation Electrification Working Group on November 5, 2020, and the Demand Management Working Group on November 19, 2020, and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 20-86
- Multi-Task Consulting Services Agreement with Frontier Energy, Inc.

RESOLUTION 20-86

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
TO APPROVE AND AUTHORIZE EXECUTION OF A MULTI-TASK CONSULTING SERVICES
AGREEMENT WITH FRONTIER ENERGY, INC.**

(Reference Staff Report #223:20)

WHEREAS, certain Northern California Power Agency (NCPA) Members participating in the Customer Programs Working Groups have expressed an interest in contracts for electrification education and outreach services ("Services") through the NCPA Support Services Program; and

WHEREAS, NCPA issued a Request for Proposals ("RFP") seeking consultants that are qualified to provide cost-effective Services; and

WHEREAS, a total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) demonstration of strong project management abilities; and 7) customer references; and

WHEREAS, Frontier Energy, Inc. ("Frontier Energy") was one of eight consultants selected to provide Services based upon its experience and response to the RFP; and

WHEREAS, NCPA is willing and able to (i) retain Frontier Energy to provide the Services under a Multi-Task Consulting Services Agreement ("Agreement") and (ii) bill all expenses and costs for related Services to the entity receiving the Services; and

WHEREAS, the Agreement with Frontier Energy for up to \$1,000,000 over a three-year period may include services that are provided directly to NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorize the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Frontier Energy for electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 combined over three years for use by NCPA, NCPA Members, SCPPA, or SCPPA Members.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2020 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND FRONTIER ENERGY, INC.

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Frontier Energy, Inc., a corporation with its office located at 12949 Alcosta Blvd., Suite 101, San Ramon, CA 94583 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than 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 ONE MILLION** dollars (\$1,000,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

2.5 Timing for Submittal of Final Invoice. Consultant shall have ninety (90) days after completion of its Services to submit its final invoice 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 affect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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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:

Chris Bradt
Manager
Frontier Energy, Inc.
12949 Alcosta Blvd., Suite 101
San Ramon, CA 94583

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 SCPA 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

Date_____

RANDY S. HOWARD
GENERAL MANAGER

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

FRONTIER ENERGY, INC.

Date_____

JEREMY SPRINGER
CHIEF FINANCIAL OFFICER

EXHIBIT A

SCOPE OF SERVICES

A. EV Education

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the adoption of EVs by low to moderate income customers with a priority on financials more than environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on used EVs, leasing vs. purchasing, available incentives, different models, and lifetime price analysis of an EV vs. a fossil-fuel vehicle. For example:
 - EV 101 educational classes for residents
 - EV 101 educational classes for commuters
- **Virtual and/or In-person Ride and Drives** for large and small groups with innovative and interactive ways to promote and educate low to moderate income customers about EVs, with a priority on financials more than environmental motivations. Ride and Drive length and content to be adjusted to the audience. Ride and drives to include, but are not limited to, information on used EVs, leasing vs. purchasing, different models, and lifetime price analysis of an EV vs. a fossil fuel vehicle. For example:
 - Ride and Drives for residents
 - Ride and Drives for commuters
- **EV Expo's** that promote the adoption of EVs with a priority on converting fossil fuel vehicle drivers into EV drivers. The length and content of these EV Expo's will be adjusted to the audience. Expo's may include, but are not limited to, displays of EVs, test drives, and EV vendor booths. For example:
 - EV Expo's for residents
 - EV Expo's at workplaces

B. Electrification Education

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the switch from gas to electric equipment in the home and at businesses, with a priority on financials and environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on heat pump water heaters, air source heat pumps, electric dryers, induction cooktops, different models, and lifetime price analyses. For example:
 - Electrification 101 educational classes for residents
 - Electrification 101 educational classes for business owners
 - Electrification workshops and classes for contractors and installers
- **Electrification Expo's** for large and small groups with innovative and interactive ways to accelerate the switch from gas to electric equipment in the home, with a priority on financials and environmental motivations. The length and content of these Electrification Expo's will be adjusted to the audience, Expo's may include,

but are not limited to, speakers, displays of appliances and equipment, and related vendor booths.

- Electrification Expo's for residents and business owners

- **Virtual Electrification and Energy Efficiency Audits** for individuals interested in a virtual assessment of electrification and energy efficiency potential and opportunities.

C. Additional Services

- NCPA Education and Outreach Clearinghouse
- EV Life, a self-service website (<https://evlife.co/>) that makes it easy for people to find and finance an electric car
- Virtual and In-person Electrification Audits of Commercial Food Service Operations
- Virtual or In-person Demonstrations for Residential and Commercial Induction Cooking

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Off-the-Shelf

Pricing per class includes preparation and delivery of previously developed classes (no customization needed) scheduled through customer relationship management (CRM) platform or Initial Scoping Calls. Travel costs for in-person workshops are billed separately as time and materials in compliance with member agency reimbursement guidelines. For an additional fee, Frontier Energy can also support with training coordination and assist with registration and outreach, use and management of the virtual meeting platform, catering for in-person workshops, and attendee follow-up.

Electrification Topics	Online Class	In-Person Workshop
Delivery Fee*		
1-2 Hours of Instruction Time	\$2,500	\$3,000
Travel Costs (Time and Materials) ²	–	Costs will vary by venue and instructor
Training Coordination Support Fee* (Optional)	\$1,500	\$1,500
Printing Costs (Optional)	–	\$500
Total	\$2,500-\$4,000	\$3,000+

EV Topics	Online Class	In-Person Workshop
Delivery Fee*		
1-2 Hours of Instruction Time	\$2,500	\$3,000
Travel Costs (Time and Materials) ⁴	–	Costs will vary by venue and instructor
Training Coordination Support Fee* (Optional)	\$1,500	\$1,500
Printing Costs (Optional)	–	\$500
Total	\$2,500-\$4,000	\$3,000+

* Delivery Fee and Training Coordination Support Fee presented for 2020 and 2021; subject to 2% annual escalation for 2022 and 2023.

Updated or Customized

Prices based on the topic and duration. Per-class fees include minor customization of materials and delivery of class scheduled through CRM or Initial Scoping Calls. Travel costs for in-person workshops are billed separately as time and materials in compliance with member agency reimbursement guidelines. For an additional fee, Frontier Energy can support training coordination and assist with registration and outreach, use and management of the virtual meeting platform, catering for in-person workshops, and attendee follow-up.

Electrification Topics	Online Class	In-Person Workshop
Delivery Fee*		
1-2 Hours of Instruction Time	\$2,500	\$3,000
3-4 Hours of Instruction Time	—	\$3,500
6-8 Hours of Instruction Time	—	\$4,000
Material Customization Fee*		
1-2 Hours of Instruction Time	\$1,000	\$1,000
3-4 Hours of Instruction Time	—	\$2,000
6-8 Hours of Instruction Time	—	\$3,000
Travel Costs (Time and Materials) ¹	—	Costs will vary by venue and instructor
Training Coordination Support Fee* (Optional)	\$1,500	\$1,500
Printing Costs (Optional)	—	\$500
Total	\$3,500-5,000	\$4,000+

EV Topics	Online Class	In-Person Workshop
Delivery Fee*		
1.5 Hours of Instruction Time	\$2,500	
2 Hours of Instruction Time	—	\$3,000
6 Hours of Instruction Time	—	\$6,500
Material Customization Fee*		
1.5 Hours of Instruction Time	\$3,000	
2 Hours of Instruction Time	—	\$3,000
6 Hours of Instruction Time	—	\$5,000
Travel Costs (Time and Materials) ¹	—	Costs will vary by venue and instructor
Training Coordination Support Fee* (Optional)	\$1,500	\$1,500
Printing Costs (Optional)	—	\$500
Total	\$5,500-\$7,000	\$6,000+

* Delivery Fee, Material Customization Fee, and Training Coordination Support Fee presented for 2020 and 2021; subject to 2% annual escalation for 2022 and 2023.

New or Significantly Customized

New content or significant customization to previously developed classes are priced differently depending on topic and duration. Significant customization could include, but not be limited to: responding to code updates or changes in legislation and state and local policies; integrating significant new technology content per member agency request. Per class fees include material development with one cycle of substantive client review and delivery of class scheduled through CRM or Initial Scoping Calls. Travel costs for in-person workshops are billed separately as time and materials in compliance with agency reimbursement guidelines. For an additional fee, Frontier Energy can support training coordination and assist with registration and outreach, use and management of the virtual meeting platform, catering for in-person workshops, and attendee follow-up.

Electrification Topics	Online Class	In-Person Workshop
Delivery Fee*		
1-2 Hours of Instruction Time	\$2,500	\$3,000
3-4 Hours of Instruction Time	–	\$4,000
6-8 Hours of Instruction Time	–	\$5,000
Material Development Fee*		
1-2 Hours of Instruction Time	\$5,000	\$5,000
3-4 Hours of Instruction Time	–	\$7,500
6-8 Hours of Instruction Time	–	\$10,000
Travel Costs (Time and Materials) ¹	–	Costs will vary by venue and instructor location
Training Coordination Support Fee* (Optional)	\$1,500	\$1,500
Printing Costs (Optional)	–	\$500
Total	\$7,500-\$9,000	\$8,000+

EV Topics	Online Class	In-Person Workshop
Delivery Fee*		
1.5 Hours of Instruction Time	\$2,500	–
2 Hours of Instruction Time	–	\$3,000
6 Hours of Instruction Time	–	\$6,500
Material Development Fee*		
1.5 Hours of Instruction Time	\$5,000	–
2 Hours of Instruction Time	–	\$5,000
6 Hours of Instruction Time	–	\$10,000
Travel Costs (Time and Materials) ¹	–	Costs will vary by venue and instructor location
Training Coordination Support Fee* (Optional)	\$1,500	\$1,500
Printing Costs (Optional)	–	\$500
Total	\$7,500-\$9,000	\$8,000+

* Delivery Fee, Material Customization Fee, and Training Coordination Support Fee presented for 2020 and 2021; subject to 2% annual escalation for 2022 and 2023.

Expos

The Frontier Team includes a wide range of technical and event planning staff to assist in the organization and execution of any expo event regardless of budget, size of or duration. Free checklists, sample floorplans, and best practices can be downloaded from the Storefront. Proposed job categories and hourly rates are provided in our Category Rate Tables below.

Below are costs for previous expos that Frontier Energy executed for clients. These costs are representative only and change based on factors like venue rental and number of staff support.

- Half-day table-top expo: Logistics only, one support staff, excludes venue rental: \$12,535
- One-day pavilion with five hands-on exhibits and five staff and overnight travel costs, excludes venue rental: \$32,950

- Two-day pavilion with 20 exhibitors inside an established event with two support staff, excludes venue rental and catering: \$43,305
- One-day stand-alone expo with 60 exhibitors, 10 support staff, venue rental and insurance, excludes catering: \$109,263

Virtual and In-Person Events

Ride and Drives

The Frontier Team includes a wide range of technical and event planning staff to assist in the organization and execution of a ride and drive regardless of budget, size of or duration. Free checklists and best practices can be downloaded from the Storefront.

Virtual Ride and Drives	Online
Virtual event fee*	\$2,500
Driver honorarium	\$250 each
Total	\$2,750-\$3,000

** Virtual event fee presented for 2020 and 2021; subject to 2% annual escalation for 2022 and 2023.*

Costs include recruiting one or more EV drivers that matches audience demographics, moderation by Frontier Energy staff and an honorarium for the EV driver(s). For an additional fee, Frontier Energy can support demonstration coordination and assist with registration and outreach, use and management of the virtual meeting platform, and attendee follow-up. For in-person events, our proposed job categories and hourly rates are provided in the Category Rate Tables below. Costs for previous in-person ride and drive events that Frontier Energy executed for clients vary. These costs are representative only and change based on factors like venue rental and local availability of ride and drive vehicles. Costs do not include audience generation or marketing.

- Small event—one or two local vehicles for one-half day at a controlled location like an employer: Logistics, one support staff, liability insurance, permits, route planning, electronic waivers, excludes venue rental: \$15,135.
- Medium event—coordinate with local dealerships to bring up to five vehicles to a controlled location like a convention center for two days: logistics, three support staff, liability insurance, permits, route planning, electronic waivers, breathalyzer testing, excludes venue rental: \$43,252.
- Large event-- coordinate with local dealerships to bring up to five vehicles to a stand-alone venue for one days: logistics, five support staff, rental equipment, liability insurance, permits, route planning, electronic waivers, breathalyzer testing, venue rental: \$72,657.
- EV Day(s) at the Auto Mall – coordinate with local auto mall to bring drivers to the dealerships for test drives: logistics, two support staff, appointment booking, coordination with dealerships: \$21,953.

EV Life - Free

EVLife.co is a public website that agencies can link to from their own websites and social channels.

EV Life - Customized

For a one-time setup fee and a recurring monthly licensing fee (with annual contract), EV Life will create a redesigned EVLife.co website that follows NCPA branding and style guidelines. EV Life will also provide free online concierge services which includes free support finding an electric car. For an added cost, EV Life can also provide “White Glove” or “Silver Platter” services which include expert advice, analysis between leasing and financing, negotiation from multiple dealer offers, trade-in or lease return negotiations, and contactless home delivery. Hourly services are also available for web development, design, and product and project management support.

EV Life Services	
One-time Setup Fee	\$7,000
Recurring Monthly Licensing Fee (With Annual Contract)	\$2,500
“Online Concierge” Service	\$0
One-time Upgrade Fee to “White Glove” Service (Optional)	\$499
One-time Upgrade Fee to “Silver Platter” Service (Optional)	\$999
Hourly services (Optional)	\$175
First 12-Month Total	
	\$37,000+

Electrification Site Audits of Commercial Food Service Operations

Proposed costs per site includes marketing and outreach, reporting, site coordination, including site agreements, survey implementation in person or online, and participant follow-up. Travel costs are included for in-person site audits.

Commercial Food Service Site Audits	
Site Audit Fee*	Cost Per Site Online or In-Person \$3,250
Total	
	\$3,250

** Site Audit fee presented for 2020 and 2021; subject to 2% annual escalation for 2022 and 2023.*

Costs include presentation/demonstration by Frontier Energy staff and travel costs for in-person demonstrations. For an additional fee, Frontier Energy can support demonstration coordination and assist with registration and outreach, use and management of the virtual meeting platform, and attendee follow-up.

Category Hourly Rate Tables

Frontier Energy

Category	Calendar Year			
	2020	2021	2022	2023
President	290	295	300	305
Vice President	285	290	295	300
Sr. Director	285	290	295	300
Director / Principal Consultant	265	270	275	280
Sr. Manager / Engineering Manager	235	240	245	250
Manager	209	213	218	222
Sr. Engineer / Sr. Program Manager	189	193	198	202
Engineer / Program Manager	159	162	165	168
Sr. Program Consultant / Sr. Analyst	145	148	150	153
Program Consultant / Analyst	126	128	130	132
Sr. Program Coordinator / Sr. Technician	106	108	110	112
Program Coordinator / Technician	91	93	95	97
Program Associate	75	77	79	81
Administrative	75	75	75	75

Design AVEenues

Category	Calendar Year			
	2020	2021	2022	2023
Principal	295	295	300	305

Pricing for services that are not otherwise specified above will be quoted at the time services are requested.

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



Commission Staff Report

November 18, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: Plug In America - Three Year Multi-Task Consulting Services Agreement for Electrification Education and Outreach Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

FROM:	Jane Cirrincione <i>JPC</i>	METHOD OF SELECTION:
	AGM, Legislative and Regulatory Affairs	<i>Competitive Pricing Process</i>
Division:	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
Department:	Legislative & Regulatory	

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

RECOMMENDATION:

Approve Resolution 20-87 authorizing the General Manager or his designee to execute a Multi-Task Consulting Services Agreement with Plug In America, to provide electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 over three years for NCPA, NCPA Members, SCPPA, and SCPPA Members.

Delegation of Authority to NCPA General Manager or his designee to administer this contract to provide these services to eligible entities under the NCPA Support Services Agreement and the SCPPA Joint Services Agreement.

BACKGROUND:

Participants in NCPA's Transportation Electrification Working Group and Demand Management Working Groups requested assistance in contracting for electrification education and outreach services, with a focus on finding virtual and online outreach programs due to the COVID-19 situation. NCPA issued a Request for Proposal (RFP) LR2001 on August 12, 2020 to solicit proposals from qualified consultants providing various electrification education and outreach programs and services. Specifically, the RFP requested services in the areas of: youth education, building electrification, transportation electrification, and additional related-services.

Ten vendors responded to the RFP. Based on the scoring committee's evaluation, eight of the vendors were interviewed and selected to provide electrification education and outreach services. Plug In America was one of the consultants selected based upon its experience and response to the RFP.

FISCAL IMPACT:

These agreements do not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is \$750,000 over three years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement. Should NCPA itself utilize services under these contracts, the cost will be covered by previously-approved funds in NCPA's existing budget.

SELECTION PROCESS:

A formal bidding process was conducted in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from August 12, 2020, through September 10, 2020. A total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) ability to perform the work within the time

specified and demonstrated strong project management abilities; and 7) customer references. The responses were evaluated by a review team consisting of staff from the City of Palo Alto Utilities, Silicon Valley Power, and NCPA. Based on the evaluation process and interviews, eight vendors were selected to provide electrification education and outreach services.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation will be reviewed and discussed in the Legislative and Regulatory Affairs Committee on December 2, 2020.

The recommendation was reviewed by the Transportation Electrification Working Group on November 5, 2020, and the Demand Management Working Group on November 19, 2020, and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 20-87
- Multi-Task Consulting Services Agreement with Plug In America

RESOLUTION 20-87

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY TO APPROVE AND AUTHORIZE EXECUTION OF A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH PLUG IN AMERICA

(Reference Staff Report #224:20)

WHEREAS, certain Northern California Power Agency (NCPA) Members participating in the Customer Programs Working Groups have expressed an interest in contracts for electrification education and outreach services ("Services") through the NCPA Support Services Program; and

WHEREAS, NCPA issued a Request for Proposals ("RFP") seeking consultants that are qualified to provide cost-effective Services; and

WHEREAS, a total of ten responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) respondent's financial stability; 6) demonstration of strong project management abilities; and 7) customer references; and

WHEREAS, Plug in America was one of eight consultants selected to provide Services based upon its experience and response to the RFP; and

WHEREAS, NCPA is willing and able to (i) retain Plug in America to provide the Services under a Multi-Task Consulting Services Agreement ("Agreement") and (ii) bill all expenses and costs for related Services to the entity receiving the Services; and

WHEREAS, the Agreement with Plug in America for up to \$750,000 over a three-year period may include services that are provided directly to NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorize the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Plug in America for electrification education and outreach services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 combined over three years for use by NCPA, NCPA Members, SCPPA, or SCPPA Members.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2020 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND PLUG IN AMERICA

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 Plug In America, a California 501(c)(3) nonprofit corporation with its office located at 6380 Wilshire Blvd Suite 1000, Los Angeles, CA 90048 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than 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 SEVEN HUNDRED FIFTY THOUSAND** dollars (\$750,000.00) 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 affect this waiver of subrogation. In addition, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

Joel Levin
Executive Director
1270 S Alfred St., No. 351268
Los Angeles, CA 90035

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

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

10.16 Intellectual Property. Notwithstanding any other provisions herein, the Parties acknowledge and agree that Contractor's proprietary PlugStar software platform (the "Platform") and its PlugStar certification and training program for vehicle dealers (the "Certification Program") are pre-existing intellectual property of Contractor and are not Services Provided, Invention, or Work Product hereunder, regardless of any references in the Consulting Services Agreement. Agency acknowledges that Contractor is the sole owner of all intellectual property rights

in the PlugStar Platform, and the PlugStar Certification Program. Nothing herein shall be deemed to grant Agency any ownership rights in the Platform, or the Certification Program.

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

NORTHERN CALIFORNIA POWER AGENCY

PLUG IN AMERICA

Date_____

Date_____

RANDY S. HOWARD
GENERAL MANAGER

JOEL LEVIN
EXECUTIVE DIRECTOR

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

A. EV Education

- **Workshops and Online Classes** for large and small groups with innovative and interactive ways to accelerate the adoption of EVs by low to moderate income customers with a priority on financials more than environmental motivations. Workshop length and content to be adjusted to the audience. Workshops to include, but are not limited to, information on used EVs, leasing vs. purchasing, available incentives, different models, and lifetime price analysis of an EV vs. a fossil-fuel vehicle.
 - EV 101 educational classes for residents
 - EV 101 educational classes for commuters
- **Virtual and/or In-person Ride and Drives** for large and small groups with innovative and interactive ways to promote and educate low to moderate income customers about EVs, with a priority on financials more than environmental motivations. Ride and Drive length and content to be adjusted to the audience. Ride and drives to include, but are not limited to, information on used EVs, leasing vs. purchasing, different models, and lifetime price analysis of an EV vs. a fossil fuel vehicle.
 - Ride and Drives for residents
 - Ride and Drives for commuters
- **EV Expo's** that promote the adoption of EVs with a priority on converting fossil fuel vehicle drivers into EV drivers. The length and content of these EV Expo's will be adjusted to the audience. Expo's may include, but are not limited to, displays of EVs, test drives, and EV vendor booths.
 - EV Expo's for residents
 - EV Expo's at workplaces

B. Additional Services

- PlugStar Program, which may include:
- Dealer Incentives
- Sponsorship for national Plug In America events

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$750,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Ride and Drive Events

Final confirmation of funding is required at least seven weeks before the event in order to ensure dealer participation. Payment due upon completion of each event.

Budget details are below:

IN-PERSON RIDE AND DRIVE EVENT BUDGET				
A. ONE EVENT				
Line Item Description	Qty.	Cost	Total	Additional Details
Learning Center & Interactive Booth	1	\$3,000.00	\$3,000.00	This includes transport and set up of interactive and experiential EV Learning Center booth.
Campaign events through social and earned media	1	\$500.00	\$500.00	Provide content for mutually agreed channels. Encourage posting content by event participants that complements and amplifies NCPA member agency messaging.
Food Incentive	75	\$10.00	\$750.00	We will work with a food truck or local restaurant to provide a free meal to anyone who takes a test ride or drive in an EV.
Event Staff	6	\$160.00	\$960.00	Day-of event staff who will facilitate and manage the EV learning center and EV test drive/ride process.
Insurance	1	\$90.00	\$90.00	To meet the requirements of the site host
PIA Event Manager Staff Time (Hours)	45	\$60.00	\$2,700.00	Staff event management hours
Operating Costs			\$2,000.00	This covers general PIA operating costs, such as office space, office supplies, and utilities.

TOTAL			\$10,000.00	
B. TWO-FOUR EVENTS				
Line Item Description	Qty.	Cost	Total	Additional Details
Learning Center & Interactive Booth	1	\$3,000.00	\$3,000.00	This includes transport and set up of interactive and experiential EV Learning Center booth.
Campaign events through social and earned media	1	\$500.00	\$500.00	Provide content for mutually agreed channels. Encourage posting content by event participants that complements and amplifies NCPA member agency messaging.
Food Incentive	75	\$10.00	\$750.00	We will work with a food truck or local restaurant to provide a free meal to anyone who takes a test ride or drive in an EV.
Event Staff	6	\$160.00	\$960.00	Day-of event staff who will facilitate and manage the EV learning center and EV test drive/ride process.
Insurance	1	\$90.00	\$90.00	To meet the requirements of the site host
PIA Event Manager Staff Time (Hours)	45	\$60.00	\$2,700.00	Staff event management hours
Operating Costs			\$2,000.00	This covers general PIA operating costs, such as office space, office supplies, and utilities.
<i>Discount</i>		<i>-10%</i>	<i>-\$1,000.00</i>	<i>Volume discount of 10% for 2-4 events</i>
TOTAL			\$9,000.00	
C. FIVE TO SIX EVENTS				
Line Item Description	Qty.	Cost	Total	Additional Details
Learning Center & Interactive Booth	1	\$3,000.00	\$3,000.00	This includes transport and set up of interactive and experiential EV Learning Center booth.
Campaign events through social and earned media	1	\$500.00	\$500.00	Provide content for mutually agreed channels. Encourage posting content by event participants that complements and amplifies NCPA member agency messaging

Food Incentive	75	\$10.00	\$750.00	We will work with a food truck or local restaurant to provide a free meal to anyone who takes a test ride or drive in an EV.
Event Staff	6	\$160.00	\$960.00	Day-of event staff who will facilitate and manage the EV learning center and EV test drive/ride process.
Insurance	1	\$90.00	\$90.00	To meet the requirements of the site host
PIA Event Manager Staff Time (Hours)	45	\$60.00	\$2,700.00	Staff event management hours
Operating Costs			\$2,000.00	This covers general PIA operating costs, such as office space, office supplies, and utilities.
Discount		-15%	-\$1,500.00	Volume discount of 15% for 5-6 events
TOTAL			\$8,500.00	

VIRTUAL RIDE AND DRIVE EVENT BUDGET

Line Item Description	Qty.	Cost	Total	Additional Details
Programming Coordination	1	\$1,500.00	\$1,500	Acquisition of speakers, EV driver video creation, Zoom software costs.
Social Media Marketing Campaign	1	\$1,050.00	\$1,050	Inclusion of your logo, website links, and social media in our newsletter, and social media campaign.
Speaking Opportunity During Event	1	\$500.00	\$500	Your company can designate an individual to have an educational speaking role during the event.
PIA Event Manager Staff Time (Hours)	20	\$60.00	\$1,200	Staff event management hours
Operating Costs			\$750	This covers general PIA operating costs, such as office space, office supplies, and utilities.
TOTAL			\$5,000.00	

TWO TO FOUR EVENTS

Programming Coordination	1	\$1,500.00	\$1,500	Acquisition of speakers, EV driver video creation, Zoom software costs.
Social Media Marketing Campaign	1	\$1,050.00	\$1,050	Inclusion of your logo, website links, and social media in our newsletter, and social media campaign.
Speaking Opportunity During Event	1	\$500.00	\$500	Your company can designate an individual to have an educational speaking role during the event.
PIA Event Manager Staff Time (Hours)	20	\$60.00	\$1,200	Staff event management hours
Operating Costs			\$750	This covers general PIA operating costs, such as office space, office supplies, and utilities.
<i>Discount</i>		-10%	-\$500.00	<i>Volume discount of 10% for 2-4 events</i>
TOTAL			\$4,500.00	

FIVE TO SIX EVENTS

Programming Coordination	1	\$1,500.00	\$1,500	Acquisition of speakers, EV driver video creation, Zoom software costs.
Social Media Marketing Campaign	1	\$1,050.00	\$1,050	Inclusion of your logo, website links, and social media in our newsletter, and social media campaign.
Speaking Opportunity During Event	1	\$500.00	\$500	Your company can designate an individual to have an educational speaking role during the event.
PIA Event Manager Staff Time (Hours)	20	\$60.00	\$1,200	Staff event management hours
Operating Costs			\$750	This covers general PIA operating costs, such as office space, office supplies, and utilities.
<i>Discount</i>		-15%	-\$750.00	<i>Volume discount of 10% for 2-4 events</i>
TOTAL			\$4,250.00	

Dealer Training, Engagement and Certification Pricing (12-month performance period)
Pricing below represents options depending on how many dealers a utility would like to sponsor in a program. This program pricing can be funded by one or multiple NCPA member utilities.

Project not to exceed "NTE" amount would depend on the number of utilities and dealers participating.

Items	Cost
Program Management, Reporting and Administration <ul style="list-style-type: none"> - Includes 3rd party sales dataset acquisition (See <i>data collection slide</i>) - Evaluating PlugStar vs. non-PlugStar dealer sales in program territory - Includes quarterly progress reporting with calls and additional progress check-ins as necessary - Includes final report 	\$9,500 per year for a program with 3 dealers (minimum) +\$3,166 per year for each additional dealer
Materials, Customization and Printing/Shipping. Materials include: <ul style="list-style-type: none"> - Training manual (with participating NCPA member utility information) - Incentives Quick Reference Guide (with participating NCPA utility information) - Materials will continue to include and expand on information for used EVs Dealer Identification, Selection and Recruitment <ul style="list-style-type: none"> - PlugStar team to recruit the number of dealers as agreed to by NCPA members Dealer Training and Certification <ul style="list-style-type: none"> - Training and PlugStar EV certification and support for program dealers - Provide at least three (3) live EV sales webinar training for dealers - In-dealership training for dealers, as needed (COVID Dependant) PlugStar.com and EV Sales Online Tool <ul style="list-style-type: none"> - PlugStar.com: Update local data for NCPA member utilities that participate in the program (electricity rates, incentives, dealers, events, etc.) - EV Sales Tool: A regional license providing dealers access to our mobile-friendly PlugStar EV dealer tool with easy zip code based lookup of EV incentives, charging and info for the makes and models they sell Continued dealer field support and Dealer and Customer EV Support Program (Call Center) <ul style="list-style-type: none"> - Ongoing field support for dealers - Toll-free phone and email helpline support for PlugStar EV dealers and their customers 	\$28,000 per year for a program with 3 dealers (minimum) +\$9,333 per year for each additional dealer with programs with 12 or less dealers +\$,500 per year for each dealer after the first 12 dealers in the program

Optional Dealer Incentive

Item	Cost
Dealer Incentive Funds Example (pass-through to dealers) <ul style="list-style-type: none"> - 250 incentives at \$400 per vehicle sold 	\$100,000
Incentive Administration Fees Example <ul style="list-style-type: none"> - 12% processing fee 	\$12,000 (based on the amount above)
Additional Program Management Fees	Additional \$1,864 per year per dealer enrolled in the program

Pricing for services not otherwise listed above will be quoted at the time services are requested.

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



Commission Staff Report

November 19, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: Delegate Investment Duties to the Treasurer-Controller

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

It is recommended the NCPA Commission approve Resolution 20-97. The resolution confirms 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 10, 2020 and was unanimously recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment: Resolution 20-97

RESOLUTION 20-97

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

(reference Staff Report #227:20)

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 _____, 2020 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST: CARY A. PADGETT
ASSISTANT SECRETARY



Commission Staff Report

November 18, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: FY2019-20 Annual Billing Settlements

AGENDA CATEGORY: Consent

FROM:	Monty Hanks <i>MA</i>	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"/>
<p><i>If other, please specify</i></p> <p>_____</p> <p>_____</p>		

RECOMMENDATION:

Northern California Power Agency (NCPA) staff recommends the Commission approve Resolution 20-98 and the attachments thereto regarding the FY2019-20 Annual Billing Settlements.

BACKGROUND:

The attached FY2019-20 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 \$5.58 million or 1.2% of Collections (net of credits) to date. The sources of these refunds were as follows: (1) Net Generation & Transmission operating costs of \$2.9 million; (2) Management Services costs of \$1.4 million; and (3) Pass-Through Costs and Interest and Other Income of \$1.3 million.

The Utility Directors have reviewed the final draft of the FY2019-20 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 \$5,584,181 will be distributed to participants. NCPA member refund amounts will be deposited into their respective General Operating Reserve accounts, and non-members will receive a credit 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 4th and the LEC Project Participant Committee on November 9th. Both Committees recommended Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Resolution 20-98
Billing Settlements Summary

RESOLUTION 20-98

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE FY 2019-20 ANNUAL BILLING SETTLEMENTS**

(reference Staff Report #228:20)

WHEREAS, the Northern California Power Agency, (Agency) FY2019-20 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 FY2019-20 have been re-run using the finalized FY2019-20 Annual Billing costs; and

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

WHEREAS, the Utility Directors reviewed the detailed support for the FY2019-20 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 FY2019-20 Annual Billing Settlements, as summarized in the attachments hereto; and, does hereby direct that the net refund of \$5,584,181 due to participants be distributed.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020
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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

Northern California Power Agency
FY 2020 Billing Settlement Summary - By Participant and Customers

	Collections	Actual Costs	Refund (Charge)
Summary all Participants and Customers	\$ 456,910,530	\$ 451,326,349	\$ 5,584,181
Summary By Participant			
Alameda	\$ 31,886,279	\$ 31,347,547	\$ 538,732
BART	31,163,225	30,964,968	198,257
Biggs	1,327,913	1,302,815	25,098
Gridley	3,218,588	3,182,160	36,428
Healdsburg	6,733,539	6,628,309	105,230
Lodi	42,567,674	42,012,651	555,023
Lompoc	11,157,172	11,011,473	145,699
Palo Alto	77,624,536	76,674,468	950,068
Plumas Sierra	7,128,326	7,003,281	125,045
Port of Oakland	8,058,301	7,966,030	92,271
Redding	851,498	802,299	49,199
Roseville	7,829,040	7,401,004	428,036
Santa Clara	147,507,947	145,486,991	2,020,956
Shasta Lake	157,167	157,710	(543)
Truckee-Donner	169,046	157,334	11,712
Ukiah	8,670,941	8,515,989	154,952
Other Project Participants:			
TID	1,036,980	962,729	74,251
Azusa	1,199,343	1,195,806	3,537
California Department of Water Resources	14,003,872	13,947,459	56,413
MID	1,297,336	1,286,910	10,426
Power & Water Resources Pooling Authority	1,221,935	1,218,544	3,391
Total - Participants	404,810,658	399,226,477	5,584,181
Summary By Customer			
East Bay Community Energy	31,555,801	31,555,801	-
Merced Irrigation District	409,744	409,744	-
Pioneer Community Energy	308,324	308,324	-
Placer County Water Agency	425,503	425,503	-
San Jose Clean Energy	19,429,030	19,429,030	-
Nevada Irrigation District	(28,530)	(28,530)	-
Total - Customers	52,099,872	52,099,872	-
Total	\$ 456,910,530	\$ 451,326,349	\$ 5,584,181
			1.2%

Source: ASU FY2019 Summary (by Participant)

Northern California Power Agency
FY 2020 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 \$5,584,181 or 1.2% which is the net of total collections of \$456,910,530 less costs of \$451,326,349. The

Generation Resources

Generation Resources accounts for \$2.9 million or approximately 51.7% of the total refunded amount. The primary driver for the variance was the net decrease in actual costs from those billed to participants as outlined below.

Refund (in 000's)	
\$	Routine O&M costs higher than collections primarily due to higher operating costs resulting from annual maintenance work on major generators at GEO, LEC and CT 1
(1,634)	(1,405) Actual LEC turbine costs were higher than insurance reimbursement (deductible and upgrades not covered by insurance)
(1,073)	Actual LEC transformer costs were higher than budgeted amount
(1,085)	Additional GEO costs for fire mitigation, plant repowering, jumper installation and general plant maintenance
566	A&G costs were lower than projected primarily driven by lower overall A&G costs
4,560	Lower debt service costs resulting from release of debt service reserve account for GEO and lower debt service costs for Hydro
(146)	Other costs, primarily higher property and liability insurance premiums
461	Labor settlement received for Hydro Interest Rate Swap
1,660	Transfer of LEC Maintenance Reserve funds and LEC Transmission Project deposit to fund partial turbine and transformer replacement costs
1,005	Higher interest income & higher effluent revenue collected during the year
\$ 2,909	

Management Services

Management Services accounts for \$1.4 million or approximately 25.3% of the total refunded amount. Billing requirements are generally collected ratably over the fiscal year. Variance drivers are listed below:

Refund (in 000's)	
\$	163 Salaries and Benefits were slightly lower than projected
258	Legal and Other Outside Services were lower than estimated
183	Judicial Action activities related to Tariffs and Rates were lower than anticipated.
267	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.
502	Travel, Staff Development, Hardware, Software, Supplies, Network and Data Services costs were less than projected.
\$ 1,373	

Pass Through Costs

Pass Through Costs were overfunded by \$252 thousand, or 4.5% of the total refunded amount. The overfunded amount represents primarily excess collection of BAMx and Other Projects costs.

Third Party Revenues

Third Party Revenue was higher than anticipated by \$1.04 million, or 18.6% of the total refunded amount; the increase was primarily driven by higher interest and Power Management Service Revenue.

Q3 2023 Performance Summary - Global Operations																							
Category	Sub-Category	Item ID	North America Region										Europe & Asia Region										
			Q3 Sales	Q3 Profit	Q3 Margin	Q3 Units	Q3 Inventory	Q3 Orders	Q3 Churn	Q3 NPS	Q3 CSAT	Q3 Retention	Q3 Sales	Q3 Profit	Q3 Margin	Q3 Units	Q3 Inventory	Q3 Orders	Q3 Churn	Q3 NPS	Q3 CSAT	Q3 Retention	
Product Line A	Sub-Category A	Item A1	1200	150	12.5%	500	100	120	10	4.5	90%	1100	140	12.5%	480	95	10.0%	1150	130	11.3%	490	98%	1120
		Item A2	1100	140	12.7%	450	90	110	11	4.6	91%	1050	135	12.8%	430	88	10.2%	1080	125	11.5%	460	99%	1100
		Item A3	1300	160	12.3%	550	110	130	9	4.4	89%	1250	155	12.4%	520	105	10.1%	1200	145	12.1%	510	97%	1180
		Item A4	1050	135	12.8%	420	85	105	12	4.7	92%	1000	130	12.9%	400	82	10.3%	980	120	12.2%	390	96%	1050
		Item A5	1150	145	12.6%	470	92	115	10	4.5	90%	1100	140	12.7%	460	90	10.0%	1120	135	12.0%	470	95%	1100
	Sub-Category B	Item B1	1250	155	12.4%	510	105	125	11	4.6	91%	1150	145	12.6%	490	98	10.1%	1180	135	11.4%	500	99%	1150
		Item B2	1180	148	12.5%	460	95	118	10	4.7	92%	1080	140	12.7%	440	90	10.2%	1100	125	11.3%	450	97%	1080
		Item B3	1350	165	12.2%	560	115	135	9	4.5	90%	1280	160	12.5%	530	110	10.0%	1250	150	11.9%	520	98%	1200
		Item B4	1080	138	12.7%	430	88	108	11	4.8	93%	1020	132	12.8%	410	85	10.4%	1000	122	12.2%	400	96%	1020
		Item B5	1120	142	12.6%	440	90	112	10	4.6	91%	1060	138	12.7%	430	88	10.1%	1080	128	11.8%	440	94%	1060
Product Line B	Sub-Category C	Item C1	1300	160	12.3%	550	110	130	10	4.5	90%	1250	155	12.4%	520	105	10.1%	1200	145	12.1%	510	97%	1180
		Item C2	1220	152	12.4%	500	100	122	11	4.6	91%	1170	148	12.6%	480	98	10.2%	1190	138	11.5%	490	99%	1170
		Item C3	1150	145	12.6%	470	92	115	10	4.5	90%	1100	140	12.7%	460	90	10.0%	1120	135	12.0%	470	95%	1100
		Item C4	1280	158	12.3%	530	108	128	9	4.4	89%	1230	153	12.4%	500	103	10.1%	1180	143	12.1%	510	97%	1160
		Item C5	1180	148	12.5%	460	95	118	10	4.7	92%	1080	140	12.7%	440	90	10.2%	1100	125	11.3%	450	97%	1080
	Sub-Category D	Item D1	1350	165	12.2%	560	115	135	10	4.5	90%	1280	160	12.5%	530	110	10.0%	1250	150	11.9%	520	98%	1200
		Item D2	1250	155	12.4%	510	105	125	11	4.6	91%	1150	145	12.6%	490	98	10.1%	1180	135	11.4%	500	99%	1150
		Item D3	1180	148	12.5%	460	95	118	10	4.7	92%	1080	140	12.7%	440	90	10.2%	1100	125	11.3%	450	97%	1080
		Item D4	1320	162	12.2%	540	112	132	10	4.5	90%	1260	158	12.4%	510	108	10.0%	1210	148	12.2%	500	98%	1190
		Item D5	1200	150	12.5%	480	96	120	11	4.6	91%	1120	142	12.6%	470	94	10.1%	1140	130	11.6%	480	96%	1120
Product Line C	Sub-Category E	Item E1	1400	170	12.1%	600	120	140	10	4.5	90%	1300	160	12.3%	550	110	10.1%	1250	150	11.9%	520	98%	1200
		Item E2	1300	160	12.3%	550	110	130	10	4.5	90%	1250	155	12.4%	520	105	10.1%	1200	145	12.1%	510	97%	1180
		Item E3	1200	150	12.5%	480	96	120	11	4.6	91%	1120	142	12.6%	470	94	10.1%	1140	130	11.6%	480	96%	1120
		Item E4	1500	180	12.0%	650	130	150	9	4.4	89%	1400	170	12.1%	600	120	10.0%	1350	160	11.8%	550	97%	1300
		Item E5	1450	175	12.1%	620	125	145	10	4.5	90%	1350	165	12.3%	570	115	10.1%	1300	155	11.9%	530	98%	1250
	Sub-Category F	Item F1	1550	185	11.9%	700	140	155	10	4.4	89%	1450	175	12.1%	650	130	10.0%	1400	180	11.8%	600	97%	1350
		Item F2	1450	175	12.1%	620	125	145	10	4.5	90%	1350	165	12.3%	570	115	10.1%	1300	155	11.9%	530	98%	1250
		Item F3	1350	165	12.2%	560	115	135	10	4.5	90%	1280	160	12.5%	530	110	10.0%	1250	150	11.9%	520	98%	1200
		Item F4	1600	190	11.9%	750	150	160	9	4.4	89%	1500	180	12.0%	700	140	10.0%	1450	185	11.9%	650	97%	1400
		Item F5	1500	180	12.0%	700	140	150	10	4.5	90%	1400	170	12.1%	600	120	10.0%	1350	160	11.8%	550	97%	1300
Product Line D	Sub-Category G	Item G1	1600	190	11.9%	750	150	160	9	4.4	89%	1500	180	12.0%	700	140	10.0%	1450	185	11.9%	650	97%	1400
		Item G2	1500	180	12.0%	700	140	150	10	4.5	90%	1400	170	12.1%	600	120	10.0%	1350	160	11.8%	550	97%	1300
		Item G3	1400	170	12.1%	600	120	140	10	4.5	90%	1300	160	12.3%	550	110	10.1%	1250	150	11.9%	520	98%	1200
		Item G4	1700	200	11.8%	800	160	170	9	4.4	89%	1600	190	11.9%	750	150	10.0%	1500	195	11.7%	700	96%	1450
		Item G5	1650	195	11.8%	780	155	165	9	4.4	89%	1550	185	11.9%	730	145	10.0%	1450	180	11.7%	680	96%	1400
	Sub-Category H	Item H1	1750	205	11.7%	850	165	175	9	4.4	89%	1650	195	11.8%	780	155	10.0%	1550	195	11.7%	720	96%	1450
		Item H2	1650	195	11.8%	780	155	165	9	4.4	89%	1550	185	11.9%	730	145	10.0%	1450	180	11.7%	680	96%	1400
		Item H3	1550	185	11.9%	700	140	155	10	4.5	90%	1450	175	12.1%	650	130	10.0%	1350	160	11.8%	550	97%	1300
		Item H4	1850	210	11.3%	900	180	185	9	4.3	88%	1750	200	11.4%	800	160	9.9%	1700	205	11.2%	750	95%	1600
		Item H5	1750	205	11.7%	850	165	175	9	4.4	89%	1650	195	11.8%	780	155	10.0%	1550	195	11.7%	720	96%	1450
Product Line E	Sub-Category I	Item I1	1800	200	11.1%	900	180	180	9	4.3	88%	1700	200	11.4%	800	160	9.9%	1700	205	11.2%	750	95%	1600
		Item I2	1700	190	11.2%	800	160	170	9	4.3	88%	1600	190	11.5%	700	140	10.0%	1600	190	11.5%	650	95%	1500
		Item I3	1600	180	11.3%	700	140	160	10	4.4	89%	1500	180	11.6%	600	120	10.0%	1500	180	11.6%	550	95%	1400
		Item I4	1900	210	10.9%	950	190	190	9	4.2	87%	1800	210	11.1%	850	170	9.8%	1800	210	11.1%	800	94%	1700
		Item I5	1800	200	11.1%	900	180	180	9	4.3	88%	1700	200	11.4%	800	160	9.9%	1700	205	11.2%	750	95%	1600
	Sub-Category J	Item J1	1950	210	10.8%	1000	200	195	9	4.2	87%	1850	210	11.0%	900	180	9.8%	1850	210	11.0%	850	94%	1700
		Item J2	1850	200	10.9%	900	180	185	9	4.2	87%	1750	200	11.1%	800	160	9.9%	1750	200	11.1%	750	94%	1600
		Item J3	1750	190	11.0%	800	160	175	10	4.3	88%	1650	190	11.2%	700	140	10.0%	1650	190	11.2%	650	95%	1500
		Item J4	2000	220	10.7%	1050	210	200	9	4.1	86%	1900	220	10.9%	950	190	9.7%	1900	220	10.9%	900	93%	1750
		Item J5	1900	210	10.9%	950	190	190	9	4.2	87%	1800	210	11.0%	850	170	9.8%	1800	210	11.0%	800	94%	1700
Product Line F	Sub-Category K	Item K1	2000	220	10.7%	1050	210	200	9	4.1	86%	1900	220	10.9%	950	190	9.7%	1900	220	10.9%	900	93%	1750
		Item K2	1900	210	10.9%	950	190	190	9	4.2	87%	1800	210	11.0%	850	170	9.8%	1800	210	11.0%	800	94%	1700
		Item K3	1800	200	11.1%	900	180	180	10	4.3	88%	1700	200	11.4%	800	160	9.9%	1700	205	11.2%	750	95%	1600
		Item K4	2100	230	10.6%	1100	220	210	9	4.0	85%	2000	230	10.7%	1000	200	9.6%	2000	230	10.7%	950	92%	1800
		Item K5	2000	220	10.7%	1050	210	200	9	4.1	86%	1900	220	10.9%	950	190	9.7%	1900	220	10.9%	900	93%	1750
	Sub-Category L	Item L1	2100	230	10.6%	1100	220	210	9	4.0	85%	2000	230	10.7%	1000	200	9.6%	2000	230	10.7%	950	92%	1800
		Item L2	2000	220	10.7%	1050	210	200	9	4.1	86%	1900	220	10.9%	950	190	9.7%	1900	220	10.9%	900	93%	1750
		Item L3	1900	210	10.9%	950	190	190	9	4.2	87%	1800	210	11.0%	850	170	9.8%	1800	210	11.0%	800	94%	1700
		Item L4	2200	240	10.5%	1150	230	220	9	3.9	84%	2100	240	10.6%	1050	210	9.5%	2100	240	10.6%	1000	91%	1850
		Item L5	2100	230	10.6%	1100	220	210	9	4.0	85%	2000	230	10.7%	1000	200	9.6%	2000	230	10.7%	950	92%	1800
Product Line G	Sub-Category M	Item M1	2200	240	10.5%	1150	230	220	9	3.9	84%	2100	240	10.6%	1050	210	9.5%	2100	240	10.6%	1000	91%	1850
		Item M2	2100	230	10.6%	1100	220	210	9	4.0	85%	2000	230	10.7%	1000	200	9.6%	2000	230	10.7%	950	92%	1800
		Item M3	2000	220	10.7%	1050	210	200	9	4.1	86%	1900	220	10.9%	950	190	9.7%	1900	220	10.9%	900	93%	1750
		Item M4	2300	250	10.4%	1200	240	230	9	3.8	83%	2200	250	10.5%	1100	220	9.4%	2200	250	10.5%	1050	90%	1900
		Item M5	2200	240	10.5%	1150	230	220	9	3.9	84%	2100	240	10									

[illegible]



Commission Staff Report

November 16, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: Professional Services Agreement between NCPA and the BAMx Participants

AGENDA CATEGORY: Consent

FROM:	Tony Zimmer <i>TZ</i>	METHOD OF SELECTION:
	AGM, Power Management	N/A
Division:	Power Management	<i>If other, please describe:</i>
Department:	Industry Restructuring	

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:

Staff is recommending the Northern California Power Agency (NCPA) Commission approve Resolution 20-92 authorizing the General Manager or his designee to enter into a five-year Professional Services Agreement between NCPA and the cities of Palo Alto and Santa Clara, including any non-substantial changes to the Professional Services Agreement approved by NCPA's General Counsel.

BACKGROUND:

The cities of Palo Alto and Santa Clara have joined together to form a working group known as the Bay Area Municipal Transmission group (BAMx or BAMx Members). Under this arrangement the BAMx Members work together to improve the reliability and cost-effectiveness of transmission service they receive through the CAISO. The BAMx Members have requested NCPA to enter into a consulting services arrangement with Flynn Resource Consultants Inc. (Flynn RCI), under which Flynn RCI is to act as project manager and shall coordinate the efforts of BAMx. In response to this request, NCPA has worked with the BAMx Members to develop a professional services agreement and consulting services agreement under which the services requested may be provided.

PROFESSIONAL SERVICES AGREEMENT:

The Professional Services Agreement between NCPA and the Cities of Palo Alto and Santa Clara (the Professional Services Agreement) establishes NCPA's obligation to act as the billing agent on behalf of the BAMx Members with respect to the services provided under the Consulting Services Agreement between the NCPA and Flynn RCI, (the Consulting Services Agreement). Charges incurred under the Consulting Services Agreement will be allocated and billed to the BAMx Members in accordance with the Professional Services Agreement.

The Professional Services Agreement is attached to this staff report for your reference.

FISCAL IMPACT:

Pursuant to the terms and conditions of the Professional Services Agreement, NCPA will invoice the BAMx Members \$625 each month for related billing services under the Professional Services Agreement. Payments for services provided under the Professional Services Agreement are accounted for in the NCPA annual budget, and all costs incurred for the services shall be allocated to the BAMx Members.

Total consulting services expenditures authorized under the Professional Services Agreement shall not exceed (i) \$3,250,000 during the five-year term of this agreement, and (ii) \$650,000 plus any remaining unused funds from prior years of the Agreement during each annual period during the Term of the Agreement. For example, if during the first year the total payment to Consultant is \$600,000, the remaining \$50,000 not expended in the first year can be added to the second year for a total not to exceed amount of \$700,000 for services rendered.

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 4, 2020 and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 20-92
- Professional Services Agreement between NCPA and the Cities of Palo Alto and Santa Clara

RESOLUTION 20-92

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN NCPA AND THE BAY AREA MUNICIPAL TRANSMISSION (BAMx) PARTICIPANTS

(reference Staff Report #233:20)

WHEREAS, the cities of Palo Alto and Santa Clara have joined together to form a working group known as the Bay Area Municipal Transmission group (BAMx or BAMx Members); and

WHEREAS, under this arrangement the BAMx Members work together to improve the reliability and cost-effectiveness of transmission service they receive through the CAISO; and

WHEREAS, the BAMx Members have requested Northern California Power Agency (NCPA) to enter into a consulting services arrangement with Flynn Resource Consultants Inc. (Flynn RCI), under which Flynn RCI is to act as project manager and shall coordinate the efforts of BAMx; and

WHEREAS, in response to this request, NCPA has worked with the BAMx Members to develop a professional services agreement and consulting services agreement under which the services requested may be provided; and

WHEREAS, the Professional Services Agreement between NCPA and the Cities of Palo Alto and Santa Clara, (the Professional Services Agreement) describes NCPA's obligation to act as the billing agent on behalf of the BAMx Members with respect to the services provided under the Consulting Services Agreement between the NCPA and Flynn RCI (the Consulting Services Agreement); and

WHEREAS, charges incurred under the Consulting Services Agreement will be allocated and billed to the BAMx Members in accordance with the Professional Services Agreement; and

WHEREAS, under the Consulting Services Agreement Flynn RCI will provide various services to the BAMx Members, including monitoring, meeting participation, coordinating with affected or other participating parties, and as necessary, preparing and submitting formal position submittals for the following subject matters: grid planning activities, CPUC and CEC transmission matter, and California market design activities; and

WHEREAS, NCPA will invoice the BAMx Members \$625 each month for related billing services provided under the Professional Services Agreement; and

WHEREAS, total consulting services expenditures authorized under the Professional Services Agreement shall not exceed (i) \$3,250,000 during the five-year term of this agreement, and (ii) \$650,000 plus any remaining unused funds from prior years of the Agreement during each annual period of the Term of the Agreement; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a five-year Professional Services Agreement between NCPA and the cities of Palo Alto and Santa Clara, including any non-substantial modifications to the Professional Services Agreement approved by NCPA's General Counsel.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020, 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
NORTHERN CALIFORNIA POWER AGENCY
AND THE CITIES OF PALO ALTO AND SANTA CLARA
(THE "BAY AREA MUNICIPAL TRANSMISSION SERVICES AGREEMENT" OR "BAMx
AGREEMENT")**

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency ("NCPA"), a joint powers agency, and the Cities of Palo Alto and Santa Clara (each referred to as a "Contracting Member" and jointly referred to as "Contracting Members" or "BAMx Participants"). NCPA and the Contracting Members are together sometimes referred to herein individually as a "Party" and collectively as "the Parties."

This Agreement is made as of January 1, 2021 (the "Effective Date") in Roseville, California.

Section 1. RECITALS

This Agreement is entered into based on the following facts, among others:

1.1 NCPA is a public agency created by a joint powers agreement established under California law for the purpose of assisting its members in the efficient use of their common powers.

1.2 Contracting Members are engaged in, among other things, transmitting and distributing electric power within their respective corporate limits. Contracting Members are also each a member of NCPA. Contracting Members jointly desire that NCPA provide Contracting Members with the Services described in this Agreement.

1.3 Article III, section 3 of the "Amended and Restated Northern California Power Agency Joint Powers Agreement" (as amended and effective January 1, 2008) (hereinafter "JPA") entitled "Powers and Functions" provides that "none of the debts, liabilities or obligations of NCPA shall be the debts, liabilities or obligations of any of the members of NCPA unless assumed in a particular case by resolution of the governing body of the member to be charged." Notwithstanding the foregoing, Article V, section 1 of the JPA entitled "General Provisions" provides that "[t]he governing Commission of NCPA is authorized to procure public liability and other insurance as it deems advisable to protect NCPA and each of the parties hereto, charging the cost thereof to the operating costs of NCPA."

1.4 Contracting Members desire to secure NCPA's Services under this Agreement in a manner that balances their interests and the interests of other NCPA Members with the ongoing financial viability and professional responsibilities of NCPA. Accordingly, Contracting Members desire to secure NCPA's Services under this Agreement by accepting a limited insurance based recourse against NCPA, with the option of procuring additional insurance at Contracting Members' sole expense. By so doing, the Parties thereby ensure that NCPA will substantially limit its risk for the provision of such Services and allocates risks back to the Contracting Members in the event NCPA is not adequately insured.

1.5 The Parties have previously entered into a professional services agreement for this same purpose dated as of July 1, 2016 ("the Prior Agreement") the term of which ends on June 30, 2017.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth, NCPA and Contracting Members agree as follows:

Section 2. DEFINITIONS

Whenever used in this Agreement with initial capitalization, these terms shall have the following meanings as applicable, whether in the singular or plural:

2.1 "Consultant" shall mean Flynn Resource Consultants Inc.

2.2 "Consulting Services Agreement" shall mean the Consulting Services Agreement Between the Northern California Power Agency and Flynn Resource Consultants Inc., dated as of January 1, 2021, as such may be amended from time to time.

2.3 "Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result of the lowest reasonable cost consistent with good business practices, reliability, safety and expedition and the requirements of the Northern American Electric Reliability Corporation ("NERC") or Western Electric Coordinating Council ("WECC") Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

2.4 "NCPA Members" shall mean the signatories to the JPA or those agencies which have executed an Associate Member Agreement with NCPA.

2.5 "Stranded Costs" shall mean all costs incurred by NCPA in providing Services to Contracting Members under this Agreement that could not reasonably be avoided by NCPA from the date it receives a written Notice of Termination. Such costs may include, but not be limited to, salary and employment costs, rent, utilities, or contracts incurred to provide Services under this Agreement. In this regard, Contracting Members acknowledge that NCPA will be entering into professional services agreements with third persons under the terms of this Agreement, and that sums owing to such third persons may become Stranded Costs upon termination of this Agreement.

2.6 "Uncontrollable Forces" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities or any other cause beyond the reasonable control which could not be avoided through the exercise of Good Utility Practice.

Section 3. SERVICES TO BE PROVIDED; AUTHORIZED REPRESENTATIVES; STANDARD OF PERFORMANCE

3.1 This Agreement is entered into by the Parties in order for NCPA to provide services to Contracting Members for the services described in Exhibit A hereto ("Services"). The Services do not include supervision of the performance of any of the third persons with whom contracts are entered into; such supervision shall be provided by the Contracting Members.

3.2 The following are the authorized representatives of the Parties ("Authorized Representatives") for contract administration purposes under this Agreement:

NCPA:

Tony Zimmer, Tony.Zimmer@ncpa.com
Assistant General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
916-781-4207
Fax 916-781-4255

PALO ALTO:

Debra Lloyd, Debra.Lloyd@cityofpaloalto.org
Utilities Compliance Manager
City of Palo Alto
P.O. Box 10250
Palo Alto, CA 94303
650-329-2369
Fax: 650-326-1507

SANTA CLARA:

Basil Wong, bwong@SantaClaraCA.gov
Electric Division Manager
881 Martin Ave.
Santa Clara, CA 95050
408-615-6658
Fax: 408-261-2717

No Authorized Representative is authorized to amend any provision of this Agreement except in accordance with Section 12.16.

3.3 Standard of Performance. NCPA will perform the Services using that level of skill and attention reasonably required to complete the Services in a competent and timely manner.

3.4 Assignment of Personnel. NCPA shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that Contracting Members, in their sole discretion, at any time during the term of this Agreement, jointly desire the reassignment of any such persons, NCPA shall, immediately upon receiving notice from each Contracting Member of such desire of the Contracting Members, reassign such person or persons.

3.5 Time. NCPA shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 3.3, above and to satisfy NCPA's obligations hereunder.

Section 4. TERM AND TERMINATION

4.1 Authorization to Perform Services. NCPA is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until its receipt of a written resolution and/or other appropriate/applicable authorization from each Contracting Member's governing body confirming each Contracting Member's authority to enter into this Agreement and confirming that each Contracting Member has allocated funds for and approved contract payments to NCPA under this Agreement.

4.2 Term. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2025.

4.3 Early Termination and Stranded Costs. This Agreement may be terminated by either NCPA or by the Contracting Members, upon 30 days written notice to all other Parties ("Notice of Termination"). Provided, however, that a Notice of Termination on behalf of the Contracting Members shall be executed by each Contracting Member to be effective.

In the event of an early termination, Contracting Members shall pay NCPA for all fees and costs required under this Agreement through the effective date of their Notice of Termination plus all Stranded Costs. Upon payment of the above amounts, no Parties shall have any further obligations under this Agreement except as otherwise set forth in Section 5.7 regarding the survival of defense and indemnity obligations.

Section 5. INDEMNITY AND INSURANCE

5.1 Limitation of NCPA's Liability.

5.1.1 Except as provided in this section 5.1, NCPA shall not at any time be liable for any injury or damage occurring to Contracting Members or any other person or property from any cause whatsoever arising out of this Agreement.

5.1.2 The provisions of section 5.1.1 shall not apply where the injury or damage occurring to Contracting Members is caused by the negligence of NCPA or of any employee, agent or contractor of NCPA; provided that any liability under this subsection is limited to the extent of the actual coverage and coverage limits of the NCPA insurance policies described in this Section 5.

5.1.3 Notwithstanding Section 5.1.2 above, the Contracting Members agree to reimburse NCPA, in a timely manner, for all deductibles and/or self-insured retentions payable for any claim, liability or damage arising out of this Agreement.

5.2 Indemnification of NCPA. Except as specified in Section 5.1.2 above, Contracting Members shall, at their sole cost and expense, indemnify and hold harmless NCPA and all associated, affiliated, allied, member and subsidiary entities of NCPA, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees arising out of this Agreement.

5.3 Defense of Indemnitees. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Contracting Members shall, upon reasonable prior written notice from any of the Indemnitees, at Contracting Members' sole cost and expense, resist and defend the same with legal counsel mutually selected by Indemnatee and the Contracting Members, unless mutual selection of counsel is expressly prohibited by an applicable insurance policy; provided however, that neither Indemnatee nor Contracting Members shall admit liability in any such matter or on behalf of the other without express written consent, which consent shall not be unreasonably withheld or delayed, nor enter into any compromise or settlement of any claim for which Indemnitees are indemnified hereunder without prior express written consent. The Contracting Members' duty to defend shall begin upon receipt of a written notice identifying with specificity the allegations that give rise to this duty to defend.

5.4 Notice. The Parties shall give each other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 5.

5.5 Insurance. During the term of the Agreement and prior to beginning any work under this Agreement, NCPA shall maintain, or cause to be maintained, in full force and effect, and at its sole cost and expense, the types and limits of insurance as are annually approved by the governing Commission of NCPA. NCPA warrants and represents that the types of insurance and coverage limits that are approved by the governing Commission of NCPA are in full force and effect and shall remain so during the term of this Agreement unless NCPA gives prior written notification (of not less than 15 days) of modification, cancellation or rescission of such coverage.

5.6 Contracting Members' Acknowledgment of Option to Secure Additional Insurance. The Contracting Members acknowledge that there are limitations on NCPA's liability to the Contracting Members under this Section 5 and that the Contracting Members may need to purchase additional insurance of their own to cover the additional risks and the potential additional liabilities they are assuming under this Agreement. Contracting Members agree that they will, with respect to any additional insurance they obtain or which is otherwise available to Contracting Members, cause their insurers to issue an endorsement providing a waiver of subrogation rights as to Indemnitees.

5.7 Survival of Obligations. The defense and indemnity obligations of Section 5 shall survive the termination of this Agreement.

Section 6. COMPENSATION

6.1 Charges for Services. Charges for the Services shall be billed separately to each Contracting Member in accordance with Exhibit B of this Agreement.

6.2 Security Deposit. Contracting Members shall each maintain on deposit in its General Operating Reserve Account held at NCPA the sum of Zero Dollars (\$0) as security to NCPA for liabilities NCPA could incur under this Agreement. Contracting Members hereby authorize NCPA to reserve and commit this sum in its General Operating Reserve Account for the payment of the aforementioned liabilities should same become necessary. Interest on monies held by NCPA pursuant to this section shall be credited in accordance with the then standard practices of NCPA relating to the General Operating Reserve Account.

Section 7. BILLING AND PAYMENT

7.1 Invoices. NCPA shall submit invoices to Contracting Members, not more often than once a month during the term of this Agreement, for Services performed and reimbursable costs incurred prior to the invoice date.

7.2 Monthly Payment. Contracting Members shall make monthly payments, based on invoices received, for Services performed, and for authorized reimbursable costs incurred. Contracting Members shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay NCPA. Any amount due on a day other than a business day, i.e., any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, may be paid on the following business day.

If all or any portion of a bill is disputed by Contracting Members, the entire amount of the bill shall be paid when due, and NCPA's Authorized Representative shall be concurrently provided written notice of the disputed amount and the basis for the dispute. NCPA shall reimburse any amount determined to have been incorrectly billed, within ten (10) days after such determination.

Amounts which are not paid when due shall 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, or its successor, then in effect, plus two per cent (2%) or (ii) the maximum rate permitted by law. The provisions of this Section 7 shall survive expiration of this Agreement until satisfied.

7.3 Contracting Members shall pay for the Services pursuant to this Agreement. Contracting Members shall not pay any additional sum for any expense or cost whatsoever incurred by NCPA in rendering Services pursuant to this Agreement. Contracting Members shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall NCPA submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment in accordance with this Agreement.

7.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the following fee schedule attached hereto as Exhibit B.

7.5 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to Contracting Members. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

7.6 Payment of Taxes. NCPA is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

7.7 Payment upon Termination. In the event that Contracting Members or NCPA terminates this Agreement pursuant to Section 4, Contracting Members shall compensate the NCPA for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written Notice of Termination. NCPA shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

7.8 Authorization to Perform Services. NCPA is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from each of the Contracting Members' Authorized Representative following receipt of the required approvals under the terms of this Agreement.

7.9 The addresses of Contracting Members to which invoices shall be sent is:

Debra Lloyd
Utilities Compliance Manager
City of Palo Alto
P.O. Box 10250
Palo Alto, CA 94303
650-329-2369
Fax: 650-326-1507

Basil Wong
City of Santa Clara
Attn: Electric Department
1500 Warburton Ave
Santa Clara, CA 95050
bwong@svpower.com
408-615-6688
Fax: 408-261-2717

Section 8. STATUS OF NCPA; FACILITIES AND EQUIPMENT

8.1 Independent Contractor. At all times during the term of this Agreement, NCPA shall be an independent contractor and shall not be an employee of Contracting Members. Contracting Members shall have the right to control NCPA only insofar as the results of NCPA's Services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 3.4; however, otherwise Contracting Members shall not have the right to control the means by which NCPA accomplishes Services rendered pursuant to this Agreement. Notwithstanding any other agency, state, local or federal policy, rule, regulation, law, or ordinance to the contrary, NCPA 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 Contracting Members, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Contracting Member and entitlement to any contribution to be paid by Contracting Members for employer contributions and/or employee contributions for PERS benefits.

8.2 Facilities and Equipment. The facilities and equipment that may be necessary to perform the Services required by this Agreement shall be provided as follows: **None.**

Section 9. UNCONTROLLABLE FORCES

9.1 Obligations of the Parties, other than those to pay money when due, shall be excused for so long as and to the extent that failure to perform such obligations is due to an Uncontrollable Force; provided, however, that if either Party is unable to perform due to an Uncontrollable Force, such Party shall exercise due diligence to remove such inability with reasonable dispatch. Nothing contained in this Agreement shall be construed as requiring a

Party to settle any strike, lockout, or labor dispute in which it may be involved, or to accept any permit, certificate, contract, or any other service agreement or authorization necessary for the performance of this Agreement which contains terms and conditions which a Party determines in its good faith judgment are unduly burdensome or otherwise unacceptable.

9.2 Each Party shall notify the other promptly, by telephone to the other Party's operating personnel and Authorized Representative identified in Section 3.2, upon becoming aware of any Uncontrollable Force which may adversely affect the performance under this Agreement. A Party shall additionally provide written notice in accordance with Section 12.8 to the other Party within 24 hours after providing. Each Party shall notify the other promptly, when an Uncontrollable Force has been remedied or no longer exists.

Section 10. LEGAL REQUIREMENTS

10.1 Governing Law. The laws of the State of California shall govern this Agreement, without regard for the choice of law doctrine.

10.2 Compliance with Applicable Laws. NCPA and any subcontractors shall comply with all laws applicable to the performance of the Services hereunder.

10.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, NCPA and any subcontractors shall comply with all applicable rules and regulations to which Contracting Member is bound by the terms of such fiscal assistance program.

10.4 Licenses and Permits. NCPA represents and warrants to Contracting Member that NCPA and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. NCPA represents and warrants to Contracting Member that NCPA and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

10.5 Nondiscrimination and Equal Opportunity. NCPA shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by NCPA under this Agreement. NCPA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of NCPA thereby.

Section 11. KEEPING AND STATUS OF RECORDS.

11.1 Records Created as Part of NCPA'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 NCPA prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Contracting Members. NCPA hereby agrees to deliver

those documents to the Contracting Members upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Contracting Members and are not necessarily suitable for any future or other use. Contracting Members and NCPA agree that, until final approval by Contracting Members, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties, except as may otherwise be required by applicable law.

11.2 NCPA's Books and Records. NCPA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Contracting Members 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 NCPA to this Agreement.

11.3 Inspection and Audit of Records. Any records or documents that Section 11.2 of this Agreement requires NCPA 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 Contracting Member. 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 any Contracting Member or as part of any audit of any of the Contracting Members, for a period of three (3) years after final payment under the Agreement.

11.4 Confidential Information and Disclosure. During the term of this Agreement, any Party ("Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to another Party ("Receiving Party"). All such Information made available in a tangible medium of expression (such as, without limitation, on paper or by means of magnetic tapes, magnetic disks or other computer media) shall be marked in a prominent location to indicate that it is the confidential, proprietary and trade secret information of Disclosing Party at the time of disclosure to Receiving Party. Receiving Party shall hold Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Receiving Party shall not attempt to reverse engineer or in any manner create any product or information which is similar in appearance to or based on the Information provided by Disclosing Party. Receiving Party shall not disclose Disclosing Party's Information to any person other than Receiving Party's employees, agents, contractors and subcontractors who have a need to know in connection with this Agreement.

Receiving Party's confidentiality obligations hereunder shall not apply to any portion of Disclosing Party's Information which:

- (a) Has become a matter of public knowledge other than through an act or omission of Receiving Party;
- (b) Has been made known to Receiving Party by a third party in accordance with such third party's legal rights without any restriction on disclosure;
- (c) Was in the possession of Receiving Party prior to the disclosure of such Information by Disclosing Party and was not acquired directly or indirectly from the other Party or any person or entity in a relationship of trust and confidence with the other Party with respect to such Information;
- (d) Receiving Party is required by law to disclose; or

- (e) Has been independently developed by Receiving Party from information not defined as "Information" in this Agreement, as evidenced by Receiving Party's written records.

Receiving Party shall return or destroy Disclosing Party's Information (including all copies thereof) to Disclosing Party promptly upon the earliest of any termination of this Agreement or the Disclosing Party's written request. Notwithstanding the foregoing, Receiving Party may retain one copy of such Information solely for archival purposes, subject to the confidentiality provisions of this Agreement. The parties understand that each Party is a public entity and is subject to the laws that may compel either to disclose information about the other's business.

Section 12. MISCELLANEOUS PROVISIONS

12.1 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, 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.

12.2 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.

12.3 Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable by federal or state statute or regulation, but the remaining portions of the Agreement can be enforced without failure of material consideration to any Party, then the remaining provisions shall continue in full force and effect. To that end, this Agreement is declared to be severable. Provided, however, that in the event any provision is declared to be invalid, void or unenforceable, any Party may terminate this Agreement upon 10 days written notice given within five (5) days of receipt of notice of final entry of judgment.

12.4 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.

12.5 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.

12.6 Use of Recycled Products. NCPA shall endeavor to prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

12.7 Conflict of Interest. NCPA shall not employ any Contracting Members' official or employee in the work performed pursuant to this Agreement. No officer or employee of Contracting Member shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

12.8 Notices. Unless this Agreement requires otherwise, any notice, demand or request provided for in this Agreement, or served, given or made shall become effective when

delivered in person, or sent by registered or certified first class mail, to the persons specified below:

NCPA:

Tony Zimmer
Assistant General Manager – Power Management
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

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

PALO ALTO:

Dean Batchelor
Director of Utilities
City of Palo Alto
P.O. Box 10250
Palo Alto, CA 94303

With a copy to:

Amy Bartell, Senior Deputy City Attorney
City of Palo Alto
c/o City Attorney's office
P.O. Box 10250
Palo Alto, CA 94303

SANTA CLARA:

Basil Wong, Division Manager
City of Santa Clara
1500 Warburton Ave
Santa Clara, CA 95050

With a copy to:

Brian Doyle, City Attorney
City of Santa Clara
1500 Warburton Ave
Santa Clara, CA 95050

Whenever it is required, permitted, or desired in this Agreement that written notice or demand be given by any Party to any other Party, such notice or demand may be either personally served or sent by United States Mail, or facsimile. Notice shall be deemed to have been given when personally served, when deposited in the United States Mail, certified or registered with postage prepaid and properly addressed, or when transmitted by facsimile provided however, notices delivered by facsimile shall only be effective if delivered during regular business hours on a day that is considered a regular business day for NCPA by the involved Parties.

12.9 Integration; Incorporation. This Agreement, including all the Exhibits attached hereto, represents the entire and integrated agreement between Contracting Members and NCPA relating to the subject matter of this Agreement, and supersedes all prior negotiations, representations, or agreements, either written or oral. All Exhibits attached hereto are incorporated by reference herein.

12.10 Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Contracting Members and NCPA agree to resolve the dispute in accordance with the following:

12.10.1 Each Party shall designate a senior management or executive level representative to negotiate any dispute;

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

12.10.3 If the issue remains unresolved after sixty (60) days of good faith negotiations, despite having used their best efforts to do so, either Party may pursue whatever other remedies may be available to it.

12.10.4 This informal 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.*

12.11 Other Agreements. This Agreement is not intended to modify or change any other agreement between any of the Parties, individually or collectively. Without limiting the generality of the foregoing, this Agreement does not amend or extend the Prior Agreement.

12.12 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.

12.13 Obligations of Contracting Members Joint and Several; No Joint Venture. The duties, obligations and liabilities of the Contracting Members, including the obligations to make payments to NCPA, are intended to be joint and several. Provided that nothing contained in this Agreement shall be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability on or with regard to the Contracting Members.

12.14 Effect of Section Headings. Section headings and subheadings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretation of text.

12.15 Authority of Signatories. The signatories hereby represent that they have been appropriately authorized to execute this Agreement on behalf of the Party for whom they sign.

12.16 Amendments. Unless otherwise provided for in this Agreement, the Parties may amend this Agreement only by a writing signed by all the Parties following each Party's receipt of written resolution/authorization from their governing bodies, which resolutions/authorizations shall be condition precedents to any amendments of this Agreement and shall be attached as exhibits to this Agreement.

The Parties have executed this Agreement as of the Effective Date.

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

CONTRACTING MEMBERS:

CITY OF PALO ALTO

Approved as to Form:

By: _____ By: _____
City Attorney

Its: _____

CITY OF SANTA CLARA

Approved as to Form

By: _____ By: _____
City Attorney

Its: _____

EXHIBIT A

SERVICES

NCPA will enter into the Consulting Services Agreement on behalf of the Contracting Members, so that NCPA may assist the Contracting Members in securing access to consulting services related to electric transmission, power generation, regulatory and electric market design issues affecting the Contracting Members. NCPA's primary role as to the Services provided under this Agreement is to act as contract administrator and billing agent on behalf of the Contracting Members, as further described herein.

For the purpose of administering Services provided under this Agreement, each Contracting Member shall be represented by its Authorized Representative. During the term of this Agreement, the Authorized Representative for each Contracting Member is responsible for coordinating all requests for Services made to Consultant, and shall manage all related activities as further described herein.

A Contracting Member may designate a new or alternative Authorized Representative by providing written notice of such designation to NCPA; such action shall not be treated as an amendment to this Agreement.

The Contracting Members and Consultant intend to pursue the activities listed below during the term of this Agreement, pursuant to the Consulting Services Agreement. Such activities will include monitoring, meeting participation, coordinating with affected or other participating parties, and, as necessary, preparing and submitting formal position submittals. The Services provided in accordance with this Agreement and the Consulting Services Agreement include but are not limited to the following:

1. **Grid Planning Activities:**

- a. CAISO Regionalization Process, Transmission Access Charge, Governance and Resource Adequacy;
 - i. Coordination with the California Municipal Utilities Association and Northern California Power Agency on these activities
- b. CAISO/PG&E annual transmission expansion planning process;
- c. Support or oppose specific transmission additions;
- d. Greater Bay Area long term studies;
- e. CAISO local capacity technical study process;
- f. Other regional and sub-regional transmission planning activities;
- g. CAISO Tariff and BPM Change Management Process;
- h. Generator Interconnection Procedure;
- i. Transmission cost minimization;
- j. Impacts due to potential generation retirements;
- k. Transmission for renewables deliverability issues;
- l. CTPG planning process
- m. PG&E Stakeholder Transmission Asset Review Process; and
- n. SCE Transmission Maintenance and Compliance Review

2. **CPUC and CEC transmission matters:**

- a. Integrated Energy Policy Report;
- b. Resource adequacy issues;
- c. Renewable Portfolio Standard issues;

- d. Long Term Procurement issues;
- e. Approval of CPCNs and PTCs for new transmission lines; and
- f. Renewable Energy Transmission Initiative (RETI 2.0).

3. CAISO Market Issues:

- a. CAISO markets proceedings and implementation matters;
- b. Resource Adequacy / Local Capacity/ Flexible Capacity/ Deliverability;
- c. LMP congestion and losses incidence and impacts; and
- d. Regionalization and New Participating Transmission Owner Issues.

4. Communicate Regularly with Contracting Members:

- a. Client meetings, telephone conferences and written summaries of activities on key issues.

NCPA will accept invoices from Consultant and transmit them to each Contracting Members' Authorized Representative, or their designee, for their review, and if acceptable, the Contracting Members' Authorized Representative will direct payment by NCPA. Such payment direction shall be provided by each Contracting Members' Authorized Representative, in writing, utilizing appropriate approval forms as shall be developed and/or revised by NCPA from time to time. An example of such form is included in Exhibit C of this Agreement. NCPA will prepare invoices indicating the share of Consultant's costs to be paid by each Contracting Member along with the appropriate charges by NCPA for its services; however, as provided in the Agreement, each Contracting Member is jointly and severally liable for the entirety of any amounts billed under this Agreement. NCPA will then pay Consultant utilizing Contracting Members' funds.

Contracting Members will be solely responsible for payment of the Consultant's invoices, as well as determining whether or not the Services have been satisfactorily performed. The Services under this Agreement by NCPA to Contracting Members are limited to contract administration and billing/payment functions.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all Services performed pursuant to this Agreement, including hourly fees and expenses, shall not exceed Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) during the Term of the Agreement, or Six Hundred Fifty Seven Thousand Five Hundred Dollars (\$657,500.00) plus any remaining unused funds from prior years of the Agreement during each annual period of the Term of the Agreement. (For example, if during the first year the total payment to Consultant is \$600,000, the \$50,000 not expended in the first year can be added to the second year for a total not to exceed amount of \$700,000 for the second year.) The compensation schedule and hourly fees for Services are as follows:

1. Monthly charges for Services provided by NCPA for billing and contract preparation under this Agreement shall be Six Hundred Twenty Five Dollars (\$625.00) per month. Such charges will be allocated to the Contracting Members in accordance with the allocation percentages listed in Table 1 of this Exhibit B.
2. Compensation paid to Consultant for all Services, including hourly fees and expenses, shall not exceed the amounts set forth in Section 2 of the Consulting Services Agreement. The compensation schedule and hourly fees for Services rendered by Consultant to Contracting Members are set forth in Exhibit B of the Consulting Services Agreement. Monthly Charges invoiced by Consultant to NCPA for Services provided to the Contracting Members, pursuant to the Consulting Services Agreement, shall be allocated to the Contracting Members in accordance with the allocation percentages listed in Table 1 of this Exhibit B.

TABLE 1
ALLOCATION PERCENTAGES

Contracting Member	Allocation Percentage
City of Palo Alto	25.0%
City of Santa Clara	75.0%
Total	100.0%

EXHIBIT C

**Bay Area Municipal Transmission Services Agreement (BAMX)
Contracting Member Transmittal
Payment Voucher
For the Period: _____**

To: Northern California Power Agency **VIA PDF EMAIL**
651 Commerce Drive
Roseville, California 95678
Attention: Accounts Payable (*AcctsPayable@ncpa.com)

From: Contracting Members – The Cities of Palo Alto and Santa Clara (each referred to as a "Contracting Member" and jointly referred to as "Contracting Members" or "BAMx Participants")

I the undersigned hereby certify that I am authorized to approve payment of the **ATTACHED** billing statement and or invoice(s) and do hereby approve payment thereof by the Billing Agent (Northern California Power Agency) as indicated below:

For City of Palo Alto: _____
Name Date

☐ No exceptions.

☐ With the deduction of the following exceptions:

For City of Santa Clara: _____
(Silicon Valley Power) Name Date

☐ No exceptions:

☐ With the deduction of the following exceptions:



Commission Staff Report

November 16, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: Consulting Services Agreement between NCPA and Flynn Resource Consultants, Inc.

AGENDA CATEGORY: Consent

FROM:	Tony Zimmer <i>92</i>	METHOD OF SELECTION:
	AGM, Power Management	<i>Competitive Pricing Process</i>
Division:	Power Management	<i>If other, please describe:</i>
Department:	Industry Restructuring	

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

RECOMMENDATION:

Staff is recommending the Northern California Power Agency (NCPA) Commission approve Resolution 20-93 authorizing the General Manager or his designee to enter into a five-year Consulting Services Agreement between NCPA and Flynn Resource Consultants Inc. (Flynn RCI), under which Flynn RCI is to act as project manager and shall coordinate the efforts of BAMx Members, including any non-substantial modifications approved by NCPA's General Counsel.

BACKGROUND:

The cities of Palo Alto and Santa Clara have joined together to form a working group known as the Bay Area Municipal Transmission group (BAMx or BAMx Members). Under this arrangement the BAMx Members work together to improve the reliability and cost-effectiveness of transmission service they receive through the CAISO. The BAMx Members have requested NCPA to enter into a consulting services arrangement with Flynn RCI under which Flynn RCI is to act as project manager and shall coordinate the efforts of BAMx. In response to this request, NCPA has worked with the BAMx Members to develop a professional services agreement and consulting services agreement under which the services requested may be provided.

CONSULTING SERVICES AGREEMENT:

Pursuant to the BAMx Professional Services Agreement, NCPA will enter into the Consulting Services Agreement on behalf of the BAMx Members. Under the Consulting Services Agreement, Flynn RCI will provide various services to the BAMx Members, including monitoring, meeting participation, coordinating with affected or other participating parties, and as necessary, preparing and submitting formal position submittals for the following subject matters: grid planning activities, CPUC and CEC transmission matters, and California market design activities.

The Consulting Services Agreement between NCPA and Flynn RCI is attached to this staff report for your reference.

FISCAL IMPACT:

Total expenditures authorized under the Consulting Services Agreement shall not exceed (i) \$3,250,000 during the five year term of this agreement, and (ii) \$650,000 plus any remaining unused funds from prior years of the Agreement during each annual period of the Term of the Agreement. For example, if during the first year the total payment to Consultant is \$600,000, the remaining \$50,000 not expended in the first year can be added to the second year for a total not to exceed amount of \$700,000 for services rendered.

SELECTION PROCESS:

This vendor was selected as a result of Formal Bidding conducted in accordance with NCPA's procurement policies and procedures. A Request for Proposal was released on May 27, 2020, which was sent to three (3) potential vendors on the same date. Two (2) responses were received and evaluated based off their ability to perform duties listed in the Scope of Work, cost,

and experience. This vendor is recommended to perform this work due to its comprehensive response, experience in these activities, and alignment with BAMx goals and objectives.

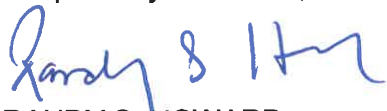
ENVIRONMENTAL ANALYSIS:

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 4, 2020 and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 20-93
- Consulting Services Agreement between NCPA and Flynn Resource Consultants, Inc.

RESOLUTION 20-93

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE CONSULTING SERVICES AGREEMENT BETWEEN NCPA AND FLYNN RESOURCE CONSULTANTS INC.

(reference Staff Report #234:20)

WHEREAS, the cities of Palo Alto and Santa Clara have joined together to form a working group known as the Bay Area Municipal Transmission group (BAMx or BAMx Members); and

WHEREAS, under this arrangement the BAMx Members work together to improve the reliability and cost-effectiveness of transmission service they receive through the CAISO; and

WHEREAS, the BAMx Members have requested Northern California Power Agency (NCPA) to enter into a consulting services arrangement with Flynn Resource Consultants Inc. (Flynn RCI), under which Flynn RCI is to act as project manager and shall coordinate the efforts of BAMx; and

WHEREAS, in response to this request, NCPA has worked with the BAMx Members to develop a professional services agreement and consulting services agreement under which the services requested may be provided; and

WHEREAS, the Professional Services Agreement between NCPA and the Cities of Palo Alto and Santa Clara (the Professional Services Agreement) describes NCPA's obligation to act as the billing agent on behalf of the BAMx Members with respect to the services provided under the Consulting Services Agreement between the Northern California Power Agency and Flynn RCI (the Consulting Services Agreement); and

WHEREAS, charges incurred under the Consulting Services Agreement will be allocated and billed to the BAMx Members in accordance with the Professional Services Agreement; and

WHEREAS, under the Consulting Services Agreement Flynn RCI will provide various services to the BAMx Members, including monitoring, meeting participation, coordinating with affected or other participating parties, and as necessary, preparing and submitting formal position submittals for the following subject matters: grid planning activities, CPUC and CEC transmission matter, and California market design activities; and

WHEREAS, total expenditures authorized under the Consulting Services Agreement shall not exceed (i) \$3,250,000 during the five year term of this agreement, and (ii) \$650,000 plus any remaining unused funds from prior years of the Agreement during each annual period of the Term of the Agreement; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a five-year Consulting Services Agreement between NCPA and Flynn RCI, including any non-substantial modifications approved by NCPA's General Counsel.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020, 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND FLYNN RESOURCE CONSULTANTS INC.

This agreement for consulting services ("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 Flynn Resource Consultants Inc., a California corporation, with its office located at 5440 Edgeview Drive, Discovery Bay, CA 94505 ("Consultant") (together sometimes referred to as the "Parties") as of January 1, 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 Work 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 December 31, 2025 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, work with Agency to address Agency's concerns.
- 1.4 BAMx Members.** Agency is entering into this Agreement with Consultant at the request of certain of its members, the cities of Palo Alto and Santa Clara ("the BAMx Members"), so that Agency may provide consulting services to the BAMx Members. Agency's provision of these services is further addressed in the Professional Services Agreement Between Northern California Power Agency and the Cities of Palo Alto and Santa Clara (the "Bay Area Municipal Transmission Services Agreement" or "BAMx Agreement") dated as of January 1, 2021, as such may be amended from time to time.

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) during the Term of the Agreement, or Six Hundred Fifty Thousand Dollars (\$650,000.00) plus any remaining unused funds from prior years of the Agreement during each annual period of the Term of the Agreement, 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. (For example, if during the first year the total payment to Consultant is

\$600,000, the \$50,000 not expended in the first year can be added to the second year for a total not to exceed amount of \$700,000 for the second year.) The NOT TO EXCEED dollar amount is not a guarantee that Agency will pay the 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; and
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder should be itemized by sub-tasks.

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 the Effective Date, and upon receipt of written authorization from the BAMx Members.

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

4.2.2 Automobile Liability. If Consultant owns any automobiles, 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), owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.4 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.
- 4.5 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. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Agency for all work performed by Consultant, its employees, agents and subcontractors.
- 4.6 Consultant's Obligation.** Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 Scope.** Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities,

claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Consultant, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency.

Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONSULTANT.

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

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

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

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

hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Consultant.

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

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.

8.2.1 The Parties may amend this Agreement only by a writing signed by all the Parties.

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

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

8.4.1 Immediately terminate the Agreement;

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

8.4.3 Retain a different consultant to complete the Services not finished by Consultant.

Section 9. KEEPING AND STATUS OF RECORDS.

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

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or

expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof) upon termination of this Agreement, 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 David Dockham, 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:

Doug Boccignone
Flynn Resource Consultants Inc.
5440 Edgeview Drive
Discovery Bay, CA 94505

Any written notice to Agency shall be sent to:

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

///

With a copy to:

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

- 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

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.*

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

SIGNATURES ON NEXT PAGE

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

**NORTHERN CALIFORNIA POWER AGENCY
INC.**

FLYNN RESOURCE CONSULTANTS,

Date: _____

Date: _____

Randy S. Howard, General Manager

Douglas A. Boccignone, Chief Financial
Officer

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A
SCOPE OF WORK

Agency is entering into this Agreement with Consultant at the request of the BAMx Members, so that Agency may assist the BAMx Members in securing access to consulting services related to electric transmission, power generation, regulatory and electric market design issues affecting the BAMx Members. Agency's primary role as to the Services provided under this Agreement is to act as contract administrator and billing agent on behalf of the BAMx Members, as further described in the BAMx Agreement.

For the purpose of administering this Agreement, each BAMx Member shall be represented by a designated representative ("Representative"). During the term of this Agreement, the BAMx Member Representatives are responsible for coordinating all requests for Services made to Consultant, and shall manage all related activities as further described herein.

The BAMx Member Representatives are listed below:

- Basil Wong, City of Santa Clara
- Debbie Lloyd, City of Palo Alto

At any time a BAMx Member may designate a new or alternative Representative by providing written notice of such designation to Agency and Consultant.

The BAMx Members and Consultant intend to pursue the activities listed below during the term of this Agreement. Such activities will include monitoring, meeting participation, coordinating with affected or other participating parties, and, as necessary, preparing and submitting formal position submittals. The Services include, but are not limited to the following:

1. Grid Planning Activities:

- a. CAISO Regionalization Process, Transmission Access Charge, Governance and Resource Adequacy;
 - i. Coordination with the California Municipal Utilities Association and Northern California Power Agency on these activities
- b. CAISO/PG&E annual transmission expansion planning process;
- c. Support or oppose specific transmission additions;
- d. Greater Bay Area long term studies;
- e. CAISO local capacity technical study process;
- f. Other regional and sub-regional transmission planning activities;
- g. CAISO Tariff and BPM Change Management Process;
- h. Generator Interconnection Procedure;
- i. Transmission cost minimization;
- j. Impacts due to potential generation retirements;
- k. Transmission for renewables deliverability issues;
- l. CTPG planning process
- m. PG&E Stakeholder Transmission Asset Review Process; and

n. SCE Transmission Maintenance and Compliance Review

2. CPUC and CEC transmission matters:

- a. Integrated Energy Policy Report;
- b. Resource adequacy issues;
- c. Renewable Portfolio Standard issues;
- d. Long Term Procurement issues;
- e. Approval of CPCNs and PTCs for new transmission lines; and
- f. Renewable Energy Transmission Initiative (RETI 2.0).

3. CAISO Market Issues:

- a. CAISO markets proceedings and implementation matters;
- b. Resource Adequacy / Local Capacity/ Flexible Capacity/ Deliverability;
- c. LMP congestion and losses incidence and impacts; and
- d. Regionalization and New Participating Transmission Owner Issues.

4. Communicate Regularly with BAMx Members:

- a. Client meetings, telephone conferences and written summaries of activities on key issues.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all Services performed pursuant to this Agreement, including hourly fees and expenses, shall not exceed the amount specified in Section 2 of this Agreement. The compensation schedule and hourly fees for Services are as follows:

<u>Labor Category</u>	<u>Hourly Rate</u>
Principal	\$330.00 per hour
Managing Consultant	\$310.00 per hour
Senior Consultant – Power Engineer	\$300.00 per hour
Senior Consultant	\$270.00 per hour
Consultant	\$225.00 per hour
Associate Consultant	\$205.00 per hour
Analyst	\$150.00 per hour
Support Services	\$75.00 per hour

For any month during which Consultant's provision of Services causes Consultant to use specialized modeling software and/or tools, the following charges shall apply:

<u>Category</u>	<u>Cost per Month</u>
Power Flow Modeling	\$300.00 per month
Short Circuit Modeling	\$875.00 per month
OASIS DATA	\$1,310.00 per month
Market Modeling	\$4,335.00 per month

Specialized software costs that exceed the above amounts may be billed with the prior approval of the BAMx Member Representatives.

Travel (at coach rates), food, and miscellaneous expenses, except automobile mileage, associated with the provision of Services hereunder shall be billed at cost. Automobile mileage shall be billed at the current rate as approved by the Internal Revenue Service.

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



as

Commission Staff Report

Date: November 16, 2020

COMMISSION MEETING DATE: December 3, 2020

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

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 20-94 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Tesco Controls, Inc. to provide integrating electrical and process control systems services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Integrating electrical and process control systems services are required from time to time at facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. Tesco Controls, Inc. is a new vendor for NCPA. NCPA's Geothermal staff was contacted by Tesco Controls, Inc., who expressed a desire to be added to NCPA's vendor list for services, because they routinely work in the Geysers area. After having met with this vendor, staff recommends that NCPA enter into an enabling agreement with Tesco Controls, Inc. so established terms and conditions are in place should this vendor be the successful bidder on future projects. Also, increasing the pool of qualified vendors willing to work in the more remote location of NCPA's Geothermal facility results in more competitive bidding when services are needed. NCPA currently has agreements in place for similar services with Nor-Cal Controls ES, Inc., Wunderlich-Malec, Systems, Inc. and d'Heurle Systems, Inc. (pending).

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 required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. Bids are awarded to the vendor providing the overall best value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on November 4, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on November 9, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Tesco Controls, Inc.

RESOLUTION 20-94

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

(reference Staff Report #235:20)

WHEREAS, integrating electrical and process control systems services are periodically required at the facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Tesco Controls, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Tesco Controls, Inc. to provide such services as needed at all NCPA facilities, NCPA Members, SCPPA, and SCPPA Member facilities, in an amount not to exceed \$1,000,000 over five years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task General Services Agreement with Tesco Controls, Inc., for integrating electrical and process control systems services, 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 all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
TESCO CONTROLS, 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 Tesco Controls, Inc., a corporation with its office located at 8440 Florin Road, Sacramento, CA 95828 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2020 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable

4.4 Pollution Insurance. Not Applicable

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. 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, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.
- 5.3 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:

Keith Webb
National Sales Manager Water/Wastewater
Tesco Controls, Inc.
8440 Florin Road
Sacramento, CA 95828

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-signatory third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

TESCO CONTROLS, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

**KEITH WEBB, National Sales Manager
Water/Wastewater**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Tesco Controls, Inc. ("Contractor") shall provide integrating electrical and process control systems 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:

- **Systems Integration**
 - System Design & Validation
 - Control Strategy Development
 - PLC Applications Programming
 - SCADA-HMI System Development
 - Network Infrastructure
 - Project Management
 - Communications / Radio / Telemetry
 - Cyber Security
 - System Commissioning
- **Field Services**
 - Power System Analysis and Testing
 - Communications Testing
 - Harmonic Analysis and Testing
 - System tuning and commissioning
 - Preventative Maintenance
- **EMASS – Extended Maintenance**
- **Training**

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:

Services	Standard Rate	Premium Services	Emergency Services	Service Contracts
Project Engineer	\$155	\$165	\$235	\$135
Senior Project Engineer	\$170	\$185	\$245	\$145
Project Manager	\$165	\$175	\$235	\$145
Senior Project Manager	\$185	\$195	\$245	\$155
PLC Applications Programmer	\$155	\$165	\$235	\$135
Senior PLC Applications Programmer	\$170	\$185	\$245	\$145
SCADA Applications Programmer	\$155	\$165	\$235	\$135
Senior SCADA Applications Programmer	\$170	\$185	\$245	\$145
Field Service Engineer/Specialist	\$155	\$165	\$235	\$135
Senior Field Service Engineer	\$170	\$185	\$245	\$145
Network/Communications Engineer	\$165	\$185	\$250	\$150

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

Date: November 16, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: Process Innovations, Inc. – First Amendment to transfer assignment of Five Year Multi-Task Consulting Services Agreement for OSISoft PI support services to Brandenburg Holdings, LLC dba Process Innovations/Process Plugins, and approval of related Standard Software License Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 20-95 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement with Process Innovations, Inc. to transfer assignment of the agreement to Brandenburg Holdings, LLC dba Process Innovations/Process Plugins for OSISoft PI support services, and further approval of the related Standard Software License Agreement, both with any non-substantial changes recommended and approved by the NCPA General Counsel, which Consulting Services Agreement shall not exceed \$500,000 over five years, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

On January 23, 2020, NCPA entered into a five year Multi-Task Consulting Services Agreement for OSISoft PI support services with Process Innovations, Inc.

On August 31, 2020, Process Innovations, Inc. was acquired by Brandenburg Holdings, LLC dba Process Innovations/Process Plugins, and wishes to accept assignment of the contract via this First Amendment to the Multi-Task Consulting Services Agreement.

In 2015, when the initial Consulting Services Agreement was executed, NCPA entered into a Software License Agreement related to the services. Due to the acquisition by Brandenburg Holdings, LLC dba Process Innovations/Process Plugins, an updated license agreement is needed.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on November 4, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on November 9, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (4):

- Resolution
- Multi-Task Consulting Services Agreement with Process Innovations, Inc.
- First Amendment Transferring Assignment of Multi-Task Consulting Services Agreement with Process Innovations, Inc., to Brandenburg Holdings, LLC dba Process Innovations/Process Plugins
- Standard Software License Agreement with Process Innovations/Process Plugins

RESOLUTION 20-95

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO TRANSFER A MULTI-TASK CONSULTING
SERVICES AGREEMENT FROM PROCESS INNOVATIONS, INC., TO BRANDENBURG
HOLDINGS, LLC DBA PROCESS INNOVATIONS/PROCESS PLUGINS AND APPROVING
RELATED STANDARD SOFTWARE LICENSE AGREEMENT**

(reference Staff Report #236:20)

WHEREAS, Northern California Power Agency and Process Innovations, Inc., entered into a Multi-Task Consulting Services Agreement dated effective January 23, 2020, for Process Innovations, Inc., to provide OSISoft PI support services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA members; and

WHEREAS, effective August 31, 2020, the assets of Process Innovations, Inc. were acquired by Brandenburg Holdings, LLC dba Process innovations/Process Plugins, and the Agency desires to transfer the assignment of the Agreement to Brandenburg Holdings, LLC dba Process Innovations; and

WHEREAS, the Parties now desire to amend Section 10.8 "Notices", Section 10.12 "Controlling Provisions" and Exhibits A, B, and C to affect the change of the Consultant's name; and

WHEREAS, due to the acquisition by Brandenburg Holdings, LLC, the Parties desire to enter into an updated Software License Agreement; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 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 Multi-Task Consulting Services Agreement with Process Innovations, Inc., accepting assignment to Brandenburg Holdings, LLC dba Process Innovations/Process Plugins for OSISoft PI support services, and further enter into a related Standard Software License Agreement, both with any non-substantial changes as approved by the NCPA General Counsel, which Consulting Services Agreement shall not exceed \$500,000 over five years, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
PROCESS INNOVATIONS, INC.**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Process Innovations, Inc., a corporation with its office located at 63 Weber Creek Road, PO Box 82, Centennial, WY 82055 ("Consultant") (together sometimes referred to as the "Parties") as of January 23, 2020 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

4.4 All Policies Requirements.

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

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

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

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

policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 Cyber Security.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) will at its sole expense follow applicable NERC CIP standards for cyber security for the applicable Agency facility. Furthermore, Consultant shall notify Agency no less than 24-hours after discovery of a potential compromise of Consultant's network, computers, applications, or electronic systems in any way that Consultant determines could provide unauthorized access or negatively impact the confidentiality, integrity, security, or availability of Agency systems.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

9.4 Confidential Information and Disclosure.

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

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

9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

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

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

Process Innovations, Inc.
Attention: Joe Devine
2519 South Shields Street, Suite 166
Fort Collins, CO 80526

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

PROCESS INNOVATIONS, INC.

Date 1/23/2020

Date 12/11/2019

 ^{OFO} for

RANDY S. HOWARD,
General Manager



JOE DEVINE,
President

Attest:



Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

Michelle Schellentrager

From: Randy Howard
Sent: Wednesday, January 22, 2020 12:13 PM
To: *Mgmt Team
Cc: *Admin Assts
Subject: Signature Authority

Follow Up Flag: Follow up
Flag Status: Completed

Good afternoon,

During my absence, Monty Hanks will have contract signature authority on my behalf.

January 22-23, 2020.

Thank you,
Randy

Randy S. Howard
General Manager
Northern California Power Agency
A Public Agency
651 Commerce Drive, Roseville CA 95678
916-781-4200

EXHIBIT A

SCOPE OF SERVICES

Process Innovations, Inc. ("Consultant") shall provide OSIsoft PI Software support 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:

- **Provide OSIsoft Software Support** - Support OSI soft software on Agency supplied server and interface hardware. This software will be prepared to accept the connections from all Agency data sources.
- **Provide Onsite Client Tool Training** - This task will involve providing Process Innovations client tool training. Ideally each participant should have their own computer for training as the class involves many hands-on exercises to leverage acquired data to perform real time evaluations. Develop some base reports and graphics in the class to provide a foundation for further development.
- **Provide Value Added Applications** - This task will involve the development of value added applications and features. This will include report building and calculated tag development.
- **Design Diagrams** - Design and provide detailed architectural network diagrams and review with NCPA for approval (Diagrams shall include, but not limited to, detailed specifications of all network connections, protocols, addresses, ports, etc.)
- **Provide Diagrams** - Provide final ("As Built") architectural network diagrams and review with NCPA for approval
- **Compliance** - Ensure all network modifications and implementations meet North American Electric Reliability Corporation (NERC) reliability standards

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Service Provider	Hourly Rates			
	Onsite Consulting Services	Offsite (Remote) Services	Travel Time	Onsite Training
Principal Engineer/Consultant	\$ 250	\$ 200	\$ 170	\$ 320
Sr. Application Consultant	\$ 235	\$ 185	\$ 155	\$ 295
Application Engineer	\$ 170	\$ 145	\$ 95	\$ 270

Notes:

Billing is in hourly increments

Travel and living expenses are in addition to Onsite Rates

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Diana Devine, Vice President
(Name of person signing affidavit)(Title)

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

Process Innovations, 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.

Diana Devine
(Signature of officer or agent)

Dated this 11th 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.



**FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND PROCESS INNOVATIONS, INC.
ACCEPTING ASSIGNMENT TO BRANDENBURG HOLDINGS, LLC DBA PROCESS
INNOVATIONS/PROCESS PLUGINS**

This First Amendment ("Amendment") to the Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Brandenburg Holdings, LLC dba Process Innovations/Process Plugins ("Consultant") (collectively referred to as "the Parties") as of _____, 2020.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective January 23, 2020, (the "Agreement") for Process Innovations, Inc. to provide OSISoft PI software support services for the Agency, Agency Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members; and

WHEREAS, effective August 31, 2020, the assets of Process Innovations, Inc. were acquired by Brandenburg Holdings, LLC dba Process Innovations/Process Plugins, and the Agency desires to assign the agreement to Brandenburg Holdings, LLC dba Process Innovations/Process Plugins; and

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

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

WHEREAS, the Agency now desires to amend the Certification: Affidavit of Compliance for Contractors as set forth in Exhibit C to include Brandenburg Holdings, LLC dba Process Innovations/Process Plugins; and

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

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

WHEREAS, Process Innovations, Inc. consents to the assignment;

NOW, THEREFORE, the Parties agree as follows:

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

"This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Brandenburg Holdings, LLC dba Process Innovations/Process Plugins, with its main office located at 8400 E. Prentice

Avenue, Suite 1300, Greenwood Village, CO 80111 ("Consultant") (together sometimes referred to as "Parties") as of January 23, 2020 ("Effective Date") in Roseville, California."

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

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

Brandenburg Holdings, LLC dba Process Innovations/Process Plugins
Attention: Leane Gabel
8400 E. Prentice Avenue, Suite 1300
Greenwood Village, CO 80111

Any written notice to Agency shall be sent to:

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

With a copy to:

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

3. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
4. **Exhibit B – COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the attached Exhibit B.
5. **Exhibit C – CERTIFICATION: Affidavit of Compliance for Contractors** is amended to include Brandenburg Holdings, LLC dba Process Innovations/Process Plugins and shall be executed as set forth in the attached Exhibit C.
6. 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: _____

BRANDENBURG HOLDINGS, LLC
DBA PROCESS INNOVATIONS/PROCESS
PLUGINS

RANDY S. HOWARD, General Manager

JERRY PALMER, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Brandenburg Holdings, LLC dba Process Innovations/Process Plugins ("Consultant") shall provide OSIsoft PI Software support services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Provide OSIsoft Software Support - Support OSI soft software on Agency supplied server and interface hardware. This software will be prepared to accept the connections from all Agency data sources.
- Provide Onsite Client Tool Training - This task will involve providing Process Innovations client tool training. Ideally each participant should have their own computer for training as the class involves many hands-on exercises to leverage acquired data to perform real time evaluations. Develop some base reports and graphics in the class to provide a foundation for further development.
- Provide Value Added Applications - This task will involve the development of value-added applications and features. This will include report building and calculated tag development.
- Design Diagrams - Design and provide detailed architectural network diagrams and review with approval by the entity for which services are performed (Diagrams shall include, but not limited to, detailed specifications of all network connections, protocols, addresses, ports, etc.).
- Provide Diagrams - Provide final ("As Built") architectural network diagrams and review with approval by the entity for which services are performed.
- Compliance - Ensure all network modifications and implementations meet North American Electric Reliability Corporation (NERC) reliability standards.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Service Provider	Hourly Rates			
	Onsite Consulting Services	Offsite (Remote) Services	Travel Time	Onsite Training
Principal Engineer/Consultant	\$ 250	\$ 200	\$ 170	\$ 320
Sr. Application Consultant	\$ 235	\$ 185	\$ 155	\$ 295
Application Engineer	\$ 170	\$ 145	\$ 95	\$ 270

Notes:

Billing is in hourly increments

Travel and living expenses are in addition to Onsite Rates

A one-time licensing fee to be paid upon delivery of new software. NCPA previously paid this fee in the amount of \$44,500.00 in 2015 for the current NCPA license.

The Software Reliance Program annual fee is \$8,900.00. This fee covers the maintenance and updates to the licensed product.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____
(Name of person signing affidavit)(Title)

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

Brandenburg Holdings, LLC dba Process Innovations/Process Plugins
(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.



STANDARD SOFTWARE LICENSE AGREEMENT

This Standard Software License Agreement (this "Agreement") is made this ____ day of _____, 20__ by and between Brandenburg Holdings, LLC, D/B/A "Process Plugins", and its related companies, ("Licensor") and the Northern California Power Agency ("Licensee").

WHEREAS, the Licensor has copyright rights to **Process Plugins Solutions Software** programs and desires to license the use of the software to Licensee, and

WHEREAS, Licensee desires to license a version of the software from Licensor pursuant to the terms of this Agreement.

NOW, THEREFORE, for valuable consideration the parties agree as follows:

1. License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee one non-exclusive, non-sublicensable and non-transferable license to use one specific copy of the *Process Plugins Solutions Software* ("Software") in object code form only (and specifically not in source code form) as set forth below. This license is solely for use of the Software by the Licensee as a single individual or entity. Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title, and interest, including all intellectual property rights, in and to the Software. Licensee's use of the Software is as a licensee only, and Licensee acknowledges that it is not the owner of the Software program. The expression contained within the Software program is expressly reserved by the Licensor. Licensee shall not use the Software for any purposes beyond the scope of the license granted in this Agreement. Licensee shall not sublicense or sell the Software to third-parties. All aspects of the Software (including but not limited to design, format and structure of files and reports created by the Software) are copyrighted by Licensor. Licensee may not use, copy, modify, or transfer the Software or documentation, in whole or in part, except as provided in this agreement. The license granted permits Licensee to do only each of the following:

- Use the Software at the site identified in the license invoice;
- Use the Software on computers which have the minimum system requirements as described in the documentation;
- Use the Software and documentation for business and commercial purposes only;
- Make copies of the Software only as necessary for backup purposes; no other copies shall be made without Licensor's prior written consent (any such copies shall remain Licensor's exclusive property

and shall be subject to the terms and conditions of this Agreement); and

- Use the Software with any software upgrades that may be provided by the Licensor.

These are the only rights granted. All other rights are expressly reserved by Licensor. Licensee has no right, among other things: to transfer, convey, reproduce, sublicense, loan, lend, distribute, rent, modify, translate, disassemble, decompile, or reverse engineer the Software; translate the Software into another computer language or otherwise reduce the Software to human perceivable form; to use the Software at a location or on a network at other than the specified location; or to create derivative works based upon the Software. Such limits shall apply to use of either a portion of or the entire Software program. The rights granted by this license shall terminate (without refund) automatically upon Licensee's failure to abide by all terms or conditions of this Agreement or by any contribution by Licensee to any infringement of any proprietary rights owned or licensed by Licensor. In the event an update is received, Licensee agrees to, upon the election of Licensor, destroy or return the original Software and documentation and acknowledges that the update will be governed by the terms of this license also unless specifically superseded in writing.

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3. Licensing Fee. Licensee agrees to pay Licensor a one-time licensing fee per licensed solution per separate agreement. Said fee shall be due and payable upon delivery of the Software.

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5. Limited Warranty. The only warranty Licensor makes to Licensee in connection with the Software is that media provided by Licensor on which the Software is recorded, if any will be replaced without charge, if Licensor in good faith determines that it was defective and not subject to misuse, and if the media and proof of purchase are returned to Licensor within ninety (90) days of the date of purchase. Licensee assumes full responsibility for the selection of the Software and for its installation and use and the results of that use. IN NO CASE SHALL LICENSOR, ITS EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES, ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY IN TORT OR CONTRACT, INCLUDING BUT NOT LIMITED TO, ANY LOST PROFITS, LOSS OF DATA, DAMAGES FROM BUSINESS INTERRUPTION, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT OR PROPERTY, COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY

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6. Employee Use. By this license, Licensee agrees to use its best efforts to ensure that its employees use the Software only in a manner consistent with the terms of this Agreement. Licensee agrees to restrict all usage and modification of the Software program by employees as per the terms of this Agreement and to notify Licensor in writing if it becomes aware that any employee or other party has

copied or has in some other way changed the property rights of the Licensor in the Software.

7. Maintenance and Installation. Licensee must provide for repair and maintenance of the Software or must separately contract for such through the Licensor. This Agreement is not an agreement to provide services in regard to the setting up or the operation of the Software program. Any such service must be separately contracted for and must be the subject of a separate agreement.

8. Export Law Assurance. Licensee agrees and certifies that neither the Software nor any other technical data received from Licensor, nor the direct product thereof, will be exported outside the United States except as authorized and as permitted by the laws and regulations of the United States.

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9. General Conditions. The validity and interpretation of this Agreement shall be governed by and construed in accordance with Colorado law except as to copyright and other proprietary matters which

may be preempted by United States laws and international treaties. In the event of any violation of this Agreement, Licensor reserves the right to pursue any state law remedies (including contractual remedies) or remedies under federal laws or both. Licensee consents to exclusive jurisdiction in either state or federal courts in Colorado or both as appropriate and agrees that the prevailing party may be entitled to its attorney's fees and costs. No decision, act, or inaction of Licensor shall be construed to be a waiver of any right or remedy, and pursuit of any state or federal causes shall not be deemed an election of remedies. Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Licensor. In the event any provision of this Agreement shall be deemed unenforceable, or void, or invalid, such provision shall be modified so as to make it valid and enforceable and as so modified the entire Agreement shall remain in full force and effect. This Agreement sets forth the entire understanding and agreement between the parties and no written or oral representations of any kind whatsoever shall in any way modify or expand the terms of this Agreement. This Agreement can be modified only in writing between the Licensor and Licensee. In the event of any conflict or inconsistency between the terms of this Agreement and any documentation, this Agreement shall preempt such documentation to the extent inconsistent.

PROPRIETARY RIGHTS WARNING

All material associated with this Agreement is copyrighted material. The owner of the Software and materials asserts all copyrights and other proprietary rights in and to such items except as licensed to users hereunder and subject to strict compliance with the terms of this license. Federal law provides severe civil and criminal penalties for the unauthorized reproduction, distribution, or use of copyrighted materials [Title 17, United States Code]. Penalties of up to \$250,000 for individuals and \$500,000 for organizations exist for each infringement; furthermore, both the Federal Bureau of Investigation and Interpol investigate allegations of criminal copyright infringement for enforcement of penalties which may include imprisonment for up to five (5) years in the United States [Title 18, United States Code].

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement effective as of the date first written above.

LICENSOR: Brandenburg Holdings, LLC
DBA Process Plugins

LICENSEE:
Northern California Power Agency

By: _____
Authorized Agent

By: _____
Authorized Agent

Print Name: _____

Print Name: _____



Commission Staff Report

Date: November 16, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: ORR Protection Systems, Inc. – First Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approval of Resolution 20-96 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with ORR Protection Systems, Inc., with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$1,500,000 to \$3,000,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

BACKGROUND:

Fire system, inspection and testing, system recharge, monitoring, modification and design build services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

NCPA entered into a five year Multi-Task General Services Agreement with ORR Protection Systems, Inc., effective April 17, 2020, for an amount not to exceed \$1,500,000. In July 2020, a Request for Proposal was released for the NCPA Geothermal Plant 1 Fire System Modernization Project, with bids due on July 16, 2020. NCPA received only one bid, which was much higher than the project engineering estimate. To ensure competitiveness, Geo staff updated the project scope and released an updated Request for Proposal, with bids due on August 4, 2020. NCPA received bids from ORR Protections Systems, Inc and Sabah International, Inc., with a third vendor, Johnson Controls, Inc., declining to bid. ORR Protection Systems, Inc. was the apparent winner, with a bid total of \$1,298,751.

This First Amendment will increase the not to exceed amount from \$1,500,000 to \$3,000,000. This will ensure there are sufficient funds available for both the Geothermal Plant 1 Fire System Modernization Project, as well as for the remaining term of the enabling NCPA. This agreement is still available for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. NCPA currently has agreements in place for similar services with Sabah International, Inc., Fire Safety Supply Company, Bay Cities Pyrotector, Inc. and Bay Cities Fire Protection, Inc.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$3,000,000 over the existing five year 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 required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seek bids from as many qualified providers as possible. Bids are awarded to the vendor providing the overall best value to NCPA. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on November 4, 2020, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on November 9, 2020, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution
- Multi-Task General Services Agreement between NCPA and ORR Protection Systems, Inc.
- First Amendment to Multi-Task General Services Agreement between NCPA and ORR Protection Systems, Inc.

RESOLUTION 20-96

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES
AGREEMENT WITH ORR PROTECTION SYSTEMS, INC.**

(reference Staff Report # 237:20)

WHEREAS, fire system, inspection and testing, system recharge, monitoring, modification, and design build 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, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, ORR Protection Systems, Inc. is a provider of these services; and

WHEREAS, NCPA entered into a five-year Multi-Task General Services Agreement with ORR Protection Systems, Inc., on April 17, 2020 for a not to exceed amount of \$1,500,000; and

WHEREAS, NCPA released a Request for Proposal for the NCPA Geothermal Plant 1 Fire System Modernization Project in July 2020, and ORR Protection Systems, Inc. was the winning bidder; and

WHEREAS, NCPA now seeks to increase the not to exceed amount of this agreement from \$1,500,000 to \$3,000,000 to ensure sufficient funds are available for both the Geothermal Plant 1 Fire System Modernization Project as well as 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 First Amendment to the Multi-Task General Services Agreement with ORR Protection Systems, Inc., with any non-substantial changes as approved by the NCPA General Counsel, increasing the not to exceed amount from \$1,500,000 to \$3,000,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ORR PROTECTION SYSTEMS, 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 ORR Protection Systems, Inc., a corporation with its office located at 11601 Interchange Drive, Louisville, KY 40229 ("Contractor") (together sometimes referred to as the "Parties") as of April 17, 2020 ("Effective Date") in Roseville, California.

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

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

forth in the Purchase Order, this Agreement and its Exhibits. If Contractor does not agree in writing to perform the Work specified within seven calendar days, Agency at its sole discretion can issue a Purchase Order to another entity to perform the Work.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND** dollars (\$1,500,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained through the term of this Agreement and completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period.

4.4 Pollution Insurance. Not Applicable

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. 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, and volunteers from and against any and all claims to the extent that the claims are caused by the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they are caused by such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

- 5.3 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. Not Applicable.

6.6 Maintenance Labor Agreement. Not Applicable.

Section 7. LEGAL REQUIREMENTS.

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

7.2 Compliance with Applicable Laws. 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 and direct costs and expenses incurred by Contractor resulting from the 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, and Contractor has failed to commence and diligently continue to cure same, 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, and paid for by Agency;

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, upon the first to occur of Contractor's substantial completion of the Work or Agency's payment for same. 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 reasonable 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** The products Contractor sells are provided or manufactured by other parties and are warranted by those manufacturers against defects in materials and workmanship for a period of time depending on the products. Any and all misuse of these products is excluded from warranties. To the extent allowed by law, Contractor will pass through to Agency any and all warranties that are in effect for products purchased. 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. In the event Contractor's investigation or inspection reveals no defect and both parties agree with this conclusion, Contractor's regular charges for any and all repairs shall apply.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, 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 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:

Rick Reynolds
VP Power Generation
ORR Protection Systems, Inc.
140 Bluffs Ct.
Canton, GA 30114

With a copy to:

Attn: General Counsel
ORR Protection Systems, Inc.
11601 Interchange Drive
Louisville, KY 40229

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

- 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.
- 13.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 13.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

ORR PROTECTION SYSTEMS, INC.

Date 4/17/20

Date 3-27-2020


RANDY S. HOWARD, General Manager


RICK D. REYNOLDS, Vice President

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

ORR Protection Systems, Inc. ("Contractor") shall provide fire system 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.

General services to include, but not be limited to the following:

- **Inspection & Testing**
 - Fire Alarm and Detection System
 - Fire Suppression Systems
 - Air Sampling
 - Fire Extinguishers
 - Sprinkler Systems
 - Emergency/Exit Lights
 - SCBA's (Self-Contained Breathing Apparatus)
 - Card Access Systems
- **System Recharge**
- **System Monitoring**
- **System Modifications**
- **Materials**
 - Supply or procure miscellaneous maintenance material

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:

**ORR Protection Systems, Inc.
Exhibit B Rate Sheet
NCPA GEO - Proposed 5-Year MTGSA**

Regular Rates – Weekdays between 7 am – 5 pm

Fire Tech	Sprinkler Tech	Sprinkler Fitter (repairs)
\$155.00	\$170.00	\$230.00

Overtime Rates – Weeknights between 5 pm – 7 am & Weekends

Fire Tech	Sprinkler Tech	Sprinkler Fitter (repairs)
\$232.50	\$255.00	\$320.00

Double Time Rates – Holidays

Fire Tech	Sprinkler Tech	Sprinkler Fitter (repairs)
\$310.00	\$340.00	\$400.00

- Trip charges and mileage fees based on the MTGSA
- Emergency on demand service callouts, not previously scheduled, have a 4-hour response time based on geographic.
- Emergency on demand service callouts, not previously scheduled, will be invoiced at a 4-hour minimum.

Parts Pricing

MTGSA Discount	15% discount off Manufacturer's Published List Price
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Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

Zak Reynolds

(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

Orin Protection Systems

(Company name)

for contract work at:

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

(Project name and location)

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

Anthony D. Reynolds

(Signature of officer or agent)

Dated this 27th day of March, 20 20

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND ORR PROTECTION SYSTEMS, INC.**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and ORR Protection Systems, Inc. ("Contractor") (collectively referred to as "the Parties") as of _____, 2020.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement, dated effective April 17, 2020, (the "Agreement") for ORR Protection Systems, Inc. to provide fire system maintenance services, for use at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA"), or by SCPPA Members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$1,500,000 to a NOT TO EXCEED amount of \$3,000,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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:_____

ORR PROTECTION SYSTEMS, INC.

RANDY S. HOWARD,
General Manager

RICK D. REYNOLDS,
Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



Commission Staff Report

Date: November 18, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: Authorize NCPA General Manager to Execute Amended Confirmation No. 0117 for Burns & McDonnell Services to the City of Lodi/Lodi Electric Utility and Issue a Corresponding Purchase Order Under the Support Services Program

AGENDA CATEGORY: Consent

FROM: Monty Hanks *MA*
Chief Financial Officer/ Asst.
General Manager
Administrative Services

METHOD OF SELECTION:

Other: Lodi Acknowledged Satisfaction of City's Purchasing Policies

Division: Administrative Services

IMPACTED MEMBERS:

All Members <input type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input type="checkbox"/>	City of Lompoc <input type="checkbox"/>	City of Ukiah <input type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs <input 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:

Subject to approval by the Lodi City Council and under the terms of the NCPA Support Services Program Agreement, approval of Resolution 20-100 authorizing the NCPA General Manager or his designee to execute Amended Confirmation No. 0117, with any non-substantive changes as approved by the NCPA General Counsel, and issue a corresponding Purchase Order to Burns & McDonnell for additional engineering, design, and environmental analysis services for the Pacific Gas & Electric No. San Joaquin 230kV Transmission PEA Development Project.

BACKGROUND:

The City of Lodi became a signatory to the Northern California Power Agency (NCPA) Support Services Program Agreement (SSPA) on September 7, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors.

In June 2019 the City of Lodi/Lodi Electric Utility (Lodi) submitted a Member Task Request under the SSPA for preliminary engineering, design, and environmental analysis services from Burns & McDonnell for the PG&E No. San Joaquin 230kV Transmission PEA Development Project. Confirmation No. 0117 was executed between NCPA and Lodi and a Purchase Order was issued in August 2019 for the services. The initial Confirmation and Purchase Order were within the procurement authority of NCPA's General Manager.

Burns & McDonnell has informed Lodi that changes to the California Public Utilities Commission (CPUC) process and deliverables have affected the approach and schedule for the project. Most notably, Burns & McDonnell advised that the CPUC has increased the data and information required to submit a PEA and added additional steps that have increased the schedule and duration of activities. As a result, the cost for the Burns & McDonnell services has increased by \$39,071, which results in a total of \$268,361. Lodi has requested that NCPA amend the original Confirmation and increase the Purchase Order amount accordingly.

If approved, Amended Confirmation No. 0117 provides that NCPA agrees to provide the requested support services through its contract with Burns & McDonnell in the amount not-to-exceed \$268,361. With the addition of NCPA's administrative fees, the total amount expended under the Amended Confirmation will not exceed \$275,811. The services are expected to be completed before October 25, 2021.

This item will be considered by the Lodi City Council at its meeting on December 16, 2020, and is subject to that approval.

FISCAL IMPACT:

There is no fiscal impact to NCPA. The services provided by Burns & McDonnell to the City of Lodi/Lodi Electric Utility will be billed to and paid by Lodi pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Lodi.

SELECTION PROCESS:

Lodi will utilize Burns & McDonnell services through NCPA's Support Services Program and has confirmed through submission of its Task Request that it is responsible for satisfying the City of Lodi's Purchasing Policies.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation will be reviewed by the NCPA Facilities Committee at its meeting on December 2, 2020, and if approved, request is made for Commission approval on the Consent Calendar.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (3)

- Resolution 20-100
- Proposed Amended Confirmation No. 0117
- Executed Confirmation No. 0117

RESOLUTION 20-100

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE GENERAL MANAGER TO EXECUTE AMENDED CONFIRMATION NO. 0117 FOR BURNS & MCDONNELL SERVICES TO THE CITY OF LODI/LODI ELECTRIC UTILITY AND ISSUE A CORRESPONDING PURCHASE ORDER UNDER THE SUPPORT SERVICES PROGRAM

(reference Staff Report #238:20)

WHEREAS, the City of Lodi became a signatory to the Northern California Power Agency (NCPA) Support Services Program Agreement (SSPA) on September 7, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors; and

WHEREAS, in June 2019 City of Lodi/Lodi Electric requested services from Burns & McDonnell related to the PG&E No. San Joaquin 230kV Transmission PEA Development Project through the SSPA; and

WHEREAS, Confirmation No. 0117 was executed between NCPA and the City of Lodi and a Purchase Order was issued in August 2019 for the services, both of which were within the procurement authority of NCPA's General Manager; and

WHEREAS, as a result of changes to the California Public Utilities Commission process and deliverables, the cost for the Burns & McDonnell services has increased by \$39,071, which results in a total of \$268,361; and

WHEREAS, City of Lodi/Lodi Electric Utility has requested that NCPA amend the original Confirmation and increase the Purchase Order amount. Amended Confirmation No. 0117 provides that NCPA agrees to provide the requested support services through its contract with Burns & McDonnell in the amount not-to-exceed \$268,361. With the addition of NCPA's administrative fees, the total amount expended under the Amended Confirmation will not exceed \$275,811. The services are expected to be completed before October 25, 2021; and

WHEREAS, this item will be considered by the Lodi City Council at its meeting on December 16, 2020, 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, subject to approval by the Lodi City Council and 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 Amended Confirmation No. 0117, with any non-substantive changes as approved by the NCPA General Counsel, and issue a corresponding Purchase Order to Burns & McDonnell for additional engineering, design, and environmental analysis services for the Pacific Gas & Electric No. San Joaquin 230kV Transmission PEA Development Project.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020, 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

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

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

2. The Participating Member for this Amended Confirmation is the CITY OF LODI in the total amount of not-to-exceed \$268,361.00 for the Burns & McDonnell services described in paragraph 3. The services amount includes the original proposal amount of \$229,290.00 plus the increased amount of \$39,071.00 required as a result of changes to the CPUC process and deliverables, as fully described in its updated proposal dated November 4, 2020.

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

Burns and McDonnell to provide engineering services, design, and environmental analysis for the Pacific Gas & Electric Northern San Joaquin 230kV Transmission Project to be incorporated into PG&E's PEA, per the updated proposal submitted to Lodi Electric Utility, dated November 4, 2020, copy attached. The services began in August 2019, and are estimated for completion by September 2021.

4. The CITY OF LODI agrees to pay for the Support Services in the amount set forth in paragraph 2 above; plus the administrative fees in the amount not-to-exceed \$7,450.00 (\$685 for development of the Confirmation and first month's processing, plus \$165 per month for each additional month administrative costs are actually incurred) in accordance with the provisions of the Support Services Program Agreement. Billing to the CITY OF LODI for said services will be through a Special Invoice. The total amount expended under this Amended Confirmation will not exceed \$275,811.00.

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

Date: _____

Date: _____

Participating Member:

CITY OF LODI

NORTHERN CALIFORNIA POWER AGENCY

By its Designated Representatives:

By: _____
Randy S. Howard, General Manager

Stephen Schwabauer, City Manager

And

Attest:

Janice D. Magdich, City Attorney

Assistant Secretary to Commission

Attest:

Approved as to form:

By: _____
Jennifer Cusmir, City Clerk

By: _____
Jane E. Luckhardt, NCPA General Counsel



November 4, 2020

Hasan Shahriar
Lodi Electric Utility
1331 S. Ham Lane
Lodi, CA 95242

Re: Contract Amendment for the Lodi Electric Utility PEA Development

Dear Mr. Shahriar,

Since August 2019, Burns McDonnell has provided preliminary engineering design services and environmental consultation to support Lodi Electric Utility in the development of PEA documentation for the Northern San Joaquin 230kV Transmission project. During execution of this project, changes to the CPUC process and deliverables have affected the approach and schedule for this project. Most notably, the CPUC has increased the data and information required to submit a PEA and added additional steps that have increased schedule and duration of activities.

The purpose of this proposal is to amend the contract to capture cost and schedule changes to the project due to changes in the CPUC process, including anticipated support tasks to complete PEA development and submittal in 2021.

Please feel free to contact me at (913) 522-3431 if you have any questions about our proposal. We appreciate your consideration and look forward to continuing supporting you on this important project.

Sincerely,

A handwritten signature in blue ink, reading "Mike Washburn". The signature is stylized with a long, sweeping underline that extends to the right.

Mike Washburn, PE
Project Manager
Transmission & Distribution Services

Contract Amendment

Since August 2019, Burns & McDonnell has been actively working and supporting the Northern San Joaquin 230kV Transmission PEA Development for Lodi Electric Utility. During execution of this project, changes to the CPUC process and deliverables have affected the approach and schedule for this project. Most notably, the CPUC has increased the data and information required to submit a PEA and added additional steps that have increased schedule and duration of activities. This contract amendment captures additional costs and schedule to the project due to changes in the CPUC process, including anticipated support tasks to complete PEA development and submittal in 2021.

Project Approach

Overview

The City of Lodi Electric Utility (Lodi Electric Utility) is a local municipal utility that supplies electricity to its customers. Lodi Electric Utility is a member of the Northern California Power Agency (NCPA). Lodi Electric Utility is responsible for design and construction of a new, City-owned 230/60kV substation as a component of the Pacific Gas & Electric (PG&E) Northern San Joaquin 230kV Transmission Project. The preferred site was selected after a thorough siting and routing assessment and is located at the intersection of E. Thurman Rd. and S. Guild Ave in Lodi, California. The “site” is approximately 17 acres and is comprised of two parcels (APNs 4931009 and 4931008). Surrounding uses include industrial operations such as agricultural processing facilities.

The new 230/60kV substation would be constructed adjacent to Lodi Electric Utility’s existing 60/12kV Industrial Substation and the yet-to-be constructed PG&E switching station located on the same parcel of land. Along with the new City of Lodi Substation, the Project also consists of modifications to the existing Industrial Substation owned by Lodi Electric Utility. The Project will help address the area’s reliability needs by adding 230kV transmission lines from PG&E’s existing Lockeford Substation to a new 230kV switching station.

PG&E will be applying for a CPCN from CPUC, which has jurisdiction over the siting and routing of electric transmission infrastructure in California. A component of the CPCN application is the PEA which is being prepared by PG&E for the Project. Lodi Electric Utility will incorporate their portion of the scope of the Project into PG&E’s CPCN application. Therefore, Burns & McDonnell has been requested by the utility to provide design and environmental analysis for their Project to be incorporated into PG&E’s PEA.

Engineering & Environmental Support

Incorporation of revised CPUC guidelines and checklist items in Support of PEA Filing

Burns & McDonnell shall review the revised CPUC guidance and provide or modify additional information/data in support of the PEA documentation and filing. Project deliverables shall be planned, developed, and executed in a coordinated approach. All Burns & McDonnell's deliverables shall be subject to review and approval by the Lodi Electric Utility's designated representative as appropriate.

RFI Support and LEU/PG&E Coordination

Burns & McDonnell shall provide response and coordination to PG&E requests for information (RFI's) to finalize PEA deliverables and documentation. It is anticipated that Lodi Electric Utility or designated representative(s) will also be required to provide data, information, and guidance as needed to fully reply to RFI requests. RFI's and coordination may include:

Coordination, Meetings, and Project Management

- ▶ Ongoing Project Coordination, Meetings, and Project Management
 - Prepare for, participate in, and follow-up on regularly scheduled project meetings
 - Request and coordinate input and follow up from Lodi Electric Utility stakeholders
 - Provide regular progress reports to Lodi Electric Utility

Technical Studies, Drawings, and Calculations

- ▶ Technical Studies and Analyses
 - Support technical analysis review and updates
- ▶ Drawings and Calculations
 - Revise drawings and calculations previously prepared for the PEA documentation and filing.

PEA Development

- ▶ PEA Sections
 - Revise written sections of PEA in accordance with CPUC content requirements for a PEA

Final Preparation of PEA

Final Revised PEA

After receipt of one consolidated set of comments from Lodi Electric Utility, PG&E, and resolution of RFI's, the documentation will be revised, and a Final Revised PEA will be prepared. The Final Revised PEA will include the main volume and a second volume that includes the technical reports and other referenced appendices to the PEA. This scope of work anticipates a minor level of revisions. Substantive revisions and/or new or substantially expanded technical analyses are not anticipated.

Burns & McDonnell will cooperate with PG&E to incorporate our sections of the PEA into the ultimate submittal.

Assumptions & Clarifications

Engineering Approach & Assumptions

- ▶ Original assumptions & clarifications shall remain as stated in the original proposal/contract.
- ▶ This contract amendment assumes four (4) RFI's totaling no more than 40-hrs each to respond and coordinate.

Revised Pricing

Project Cost & Milestones

The work will be executed per contract terms and conditions, on a Lump Sum Fee basis and invoiced per the Milestone Payment Schedule below.

Revised Budget Table

(*indicates revised or additional budget item)

Tasks & Deliverables	Budget
*Engineering Support	\$135,135
Substation Tasks & Deliverables	\$72,883
Coordination, Meetings, and Project Management	\$37,954
Technical Studies, Drawings, and Calculations	\$12,826
*PEA Development	\$19,174
Civil Tasks & Deliverables	\$65,181
Coordination, Meetings, and Project Management	\$18,910
Technical Studies, Drawings, and Calculations	\$43,199
PEA Development	\$3,072
Environmental Support	\$84,736
Task 1: Project Initiation	\$12,072
Task 1.a: Project Kick-off/Initiation	\$898
Task 1.b: Preliminary Due Diligence	\$1,914
Task 1.c: Project Description Development	\$9,260
Task 2: Technical Studies	\$34,422
Task 2.a: Air Quality and Greenhouse Gas Calculations	\$8,214
Task 2.b: Noise Assessment	\$17,845
Task 2.c: Construction Traffic Analysis	\$8,363
Task 3: Preparation of PEA	\$38,242
Task 3.a: First Draft PEA	\$23,228
Task 3.b: Second Draft PEA	\$9,498
Task 3.c: Final Revised PEA	\$5,516
Subcontracted Services	\$6,490
Geotechnical Subcontractor: Service Option	
1: Data Study and Preliminary Geotechnical Report	\$6,490
*Incorporate Revised CPUC Items	\$10,000
*RFI Support	\$32,000
RFI #1	\$8,000

RFI #2	\$8,000
RFI #3	\$8,000
RFI #4	\$8,000
Original Total - With Studies and Geotechnical Services	\$229,290
Additional Costs	\$39,071
Amended Total	\$268,361

Revised Milestone Table

(*indicates new/revised milestone item)

Milestone Payment Schedule	
Project Kick-off and Walkdown	\$68,787.00
Submit First Draft	\$103,180.50
Submit Revised (Second) Draft	\$34,393.50
*Incorporate Revised CPUC Items	\$10,000.00
*Reply to RFI #1	\$8,000
*Reply to RFI #2	\$8,000
*Reply to RFI #3	\$8,000
*Reply to RFI #4	\$8,000
*Submit Final Revised	\$20,000.00
Total	\$268,361

Notes

- Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

**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 LODI in the total amount of not-to-exceed \$229,290.00 for the Burns & McDonnell services described in paragraph 3.

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

Burns and McDonnell to provide engineering services, design, and environmental analysis for the Pacific Gas & Electric Northern San Joaquin 230kV Transmission Project to be incorporated into PG&E's PEA, per the proposal submitted to Lodi Electric Utility, Revision 2, copy attached. The services are estimated to begin on July 1, 2019, and continue through December 31, 2022.

4. The CITY OF LODI agrees to pay for the Support Services in the amount set forth in paragraph 2 above; plus the administrative fees in the amount not-to-exceed \$7,450.00 (\$685 for development of the Confirmation and first month's processing, plus \$165 per month for each additional month administrative costs are actually incurred) in accordance with the provisions of the Support Services Program Agreement. Billing to the CITY OF LODI for said services will be through a Special Invoice. The total amount expended under this Confirmation will not exceed \$236,740.00.

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

Date: 8/20/19

Date: 8/22/19

Participating Member:

CITY OF LODI

NORTHERN CALIFORNIA POWER AGENCY

By its Designated Representatives:

By: Randy S. Howard
Randy S. Howard, General Manager

Stephen Schwabauer
Stephen Schwabauer, City Manager

And

Attest:

Janice D. Magdich
Janice D. Magdich, City Attorney

Cary A. Padgett
Cary A. Padgett, Assistant Secretary to Commission

ES-AGY-2016-001

Jennifer M. Ferraiolo
JENNIFER M. FERRAILOLO
City Clerk

Confirmation No. 0117


Attest:

By:


Jennifer M. Ferraiolo, City Clerk

Approved as to form:

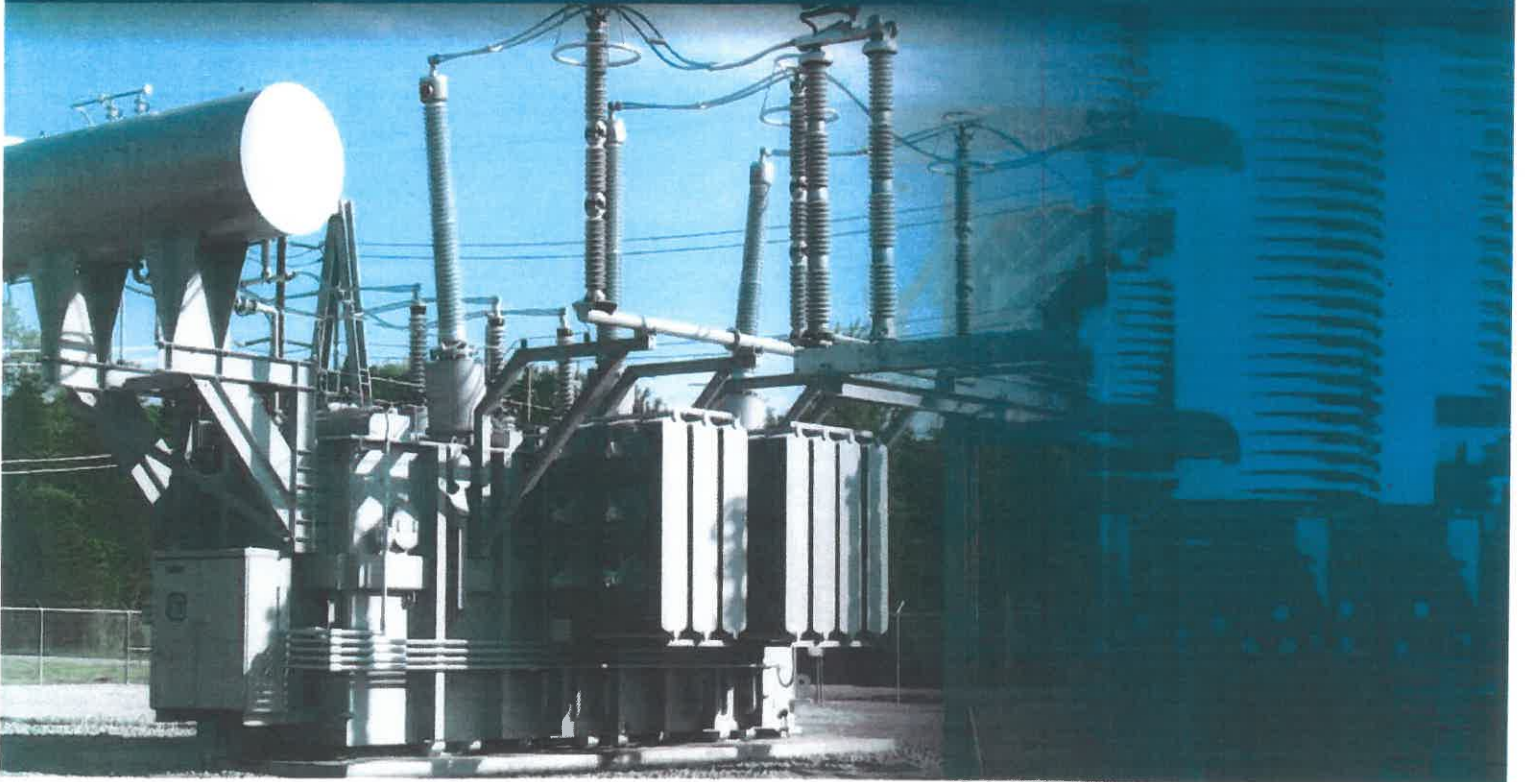
By:


Jane E. Luckhardt, NCPA General Counsel

PROPOSAL FOR
PEA DEVELOPMENT
REVISION 2

SUBMITTED TO
LODI ELECTRIC UTILITY

JUNE 5, 2019





June 5, 2019

Jay Marchesseault
Engineering and Operations Manager
Lodi Electric Utility
1331 S. Ham Lane
Lodi, CA 95242

Re: Proposal for the Lodi Electric Utility PEA Development

Dear Mr. Marchesseault,

Lodi Electric Utility requires an experienced, familiar, and capable team with extensive knowledge of PEA development to accomplish the goals of the project. Burns & McDonnell is the right team to provide the engineering design and environmental support for Lodi Electric Utility's project effectively, on time, and on budget.

Our team brings the following advantages to Lodi Electric Utility for this project:

- ▶ **Existing Knowledge of the Northern San Joaquin 230kV Transmission Project** - Burns & McDonnell is currently supporting PG&E with the overall PEA application for this project
- ▶ **Extensive Experience with PEA Submissions in CA** - Our engineering and environmental professionals have worked on multiple PEA applications over the past decade
- ▶ **We Design with the Impact in Mind** - Our engineers will work with the Lodi Electric Utility team to engineer long-term solutions that are cost-effective

As you will see in our proposal, we have provided pricing for the various services and look forward to discussing your needs to further define the services within the proposal. With the strength and depth of our substation project engineering and environmental team, we are equipped to successfully support Lodi Electric Utility and add value to the development of the PEA. Please feel free to contact me at (360) 553-9558 if you have any questions about our proposal. We appreciate your consideration and look forward to working with you on this important project.

Sincerely,

A handwritten signature in blue ink, reading "Tim Turnbull".

Tim Turnbull
Client Segment Manager
Transmission & Distribution Services

A handwritten signature in blue ink, reading "Mike Washburn".

Mike Washburn, PE
Project Manager
Transmission & Distribution Services

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Introduction

As a local electric utility, Lodi Electric Utility undertakes projects to provide more reliable service to your customers and the community. To successfully execute and support the Northern San Joaquin 230kV Transmission PEA Development, Lodi Electric Utility needs the comprehensive team that intimately understands the nuances of the CEQA process and can develop innovative and constructible mitigation strategies to minimize environmental impacts, schedule, and costs.

Burns & McDonnell has been actively working and supporting the Northern San Joaquin 230kV Transmission PEA Development since its inception. We have invested the time and resources in making sure the PEA Development continues to full approval and is prepared for successful execution of the next steps in the project life-cycle and realizing the full benefits for your community.

The Burns & McDonnell Team Advantage

1

Existing Knowledge of the Northern San Joaquin 230kV Transmission Project

2

Extensive Experience with PEA Submissions in CA

3

We Design with Impact in Mind

Existing Knowledge of the Northern San Joaquin 230kV Transmission Project



No ramp-up time, close coordination

Time is short and Lodi Electric Utility will rely on an all-inclusive team that knows and understands this project can be completed on time. Our team has extensive experience with the Northern San Joaquin 230kV Transmission Project, starting in late 2015. To date, we have assisted PG&E with the PEA Development for this project, including a detailed initial scoping process. Our team's experience to date with this project, coupled with our relationships with PG&E and other project stakeholders, gives us a head start on this project to provide Lodi Electric Utility with a holistic, closely-coordinated engineering support and PEA Development effort.

Experience with PEA Submissions in CA



A diverse bench of technical experts with successful PEA experience

Lodi Electric Utility needs a firm that knows what it takes to complete a Proponents Environmental Assessment (PEA) that will address anticipated California Public Utilities Commission (CPUC) concerns up front. Our team is one of few who can perform all services from licensing to engineering to construction, and everything in between. We are also one of few teams with extensive licensing support experience for a variety of projects, having

**SUPPORTED DOZENS OF
PEAS IN CA**

supported dozens of PEAs and hundreds of similar efforts across California and the country. This experience gives us current, first-hand knowledge of the environmental permitting, planning, construction, and restoration requirements affecting substation projects in California.

Burns & McDonnell has been involved in design aspects of the Northern San Joaquin 230kV Transmission Project (formerly called the Lockeford-Lodi Project) for PG&E since 2016 and therefore our team has a detailed understanding of the Project complexities and its affected communities. Furthermore, our team includes key environmental staff who have experience working for PG&E and preparing environmental documentation, including PEAs, for submittal to the CPUC. Our environmental staff have served as in-house Project Managers for PG&E and have performed environmental due diligence for hundreds of PG&E projects. As an integrated part of the overall team, our environmental staff is highly experienced at coordinating with our engineering colleagues to gather the information we need for our analyses.

Through these projects and others, we have built solid working relationships with the CPUC and other California regulatory agencies, improving agency responsiveness, facilitating the environmental review process, and providing credibility when interpreting construction compliance with environmental standards. With an understanding of CPUC requirements – and using our depth of California Environmental Quality Act (CEQA) experience at the firm – [Burns & McDonnell can help Lodi Electric Utility complete the project approval process and produce value-add deliverables for the PEA and Certificate of Public Convenience and Necessity \(CPCN\) Application.](#)

We Design with the Impact in Mind



All angles are covered with long-term, and cost-effective solutions

The goal of this project is to develop a constructible substation scope that will minimize CPUC data requests and, therefore, time and money. Because our substation and transmission engineering teams are involved on these projects now, we will develop [legally defensible PEA](#) documentation that will be effective during the CPUC licensing process, but also constructible in the end. We don't just create a "band-aid solution" to obtain a PEA; we do it right the first time and [propose long-term solutions](#) that are cost-effective. Our goal is to work for the benefit of Lodi Electric Utility, continually assessing and correcting the approach as needed, and in the end, offer the Lodi Electric Utility actual cost savings over the life of the project execution — not just during the design phase.

The following proposal presents our approach and capabilities to execute the Lodi Electric Utility's portion of the PEA development for the Northern San Joaquin 230kV Transmission project. We welcome the opportunity to present our capabilities to Lodi Electric Utility and further expand upon our proposal and services included.

Project Approach

Overview

The City of Lodi Electric Utility (Lodi Electric Utility) is a local municipal utility that supplies electricity to its customers. Lodi Electric Utility is a member of the Northern California Power Agency (NCPA). We understand that Lodi Electric Utility is responsible for design and construction of a new, City-owned 230/60kV substation as a component of the Pacific Gas & Electric (PG&E) Northern San Joaquin 230kV Transmission Project. The preferred site was selected after a thorough siting and routing assessment and is located at the intersection of E. Thurman Rd. and S. Guild Ave in Lodi, California. The “site” is approximately 17 acres and is comprised of two parcels (APNs 4931009 and 4931008). Surrounding uses include industrial operations such as agricultural processing facilities.

The new 230/60kV substation would be constructed adjacent to Lodi Electric Utility’s existing 60/12kV Industrial Substation and the yet-to-be constructed PG&E switching station located on the same parcel of land. Along with the new City of Lodi Substation, the Project also consists of modifications to the existing Industrial Substation owned by Lodi Electric Utility. The Project will help address the area’s reliability needs by adding a double-circuit 230kV transmission line from PG&E’s existing Lockeford Substation to a new 230kV switching station.

It is our understanding that PG&E will be applying for a CPCN from CPUC, which has jurisdiction over the siting and routing of electric transmission infrastructure in California. A component of the CPCN application is the PEA which is being prepared by PG&E for the Project. Lodi Electric Utility will incorporate their portion of the scope of the Project into PG&E’s CPCN application. Therefore, Burns & McDonnell has been requested by the utility to provide design and environmental analysis for their Project to be incorporated into PG&E’s PEA. The Burns & McDonnell team proposes to provide most of the necessary services in-house for maximum efficiency and efficacy. This approach allows the Project to proceed efficiently with an in-house team of designers and environmental professionals without additional contracting delays and clear separation of costs for preparation of PEA analysis and supporting technical studies.

The scope of this proposal is to support Lodi Electric Utility’s PEA filing with the CPUC for the Northern San Joaquin 230kV Transmission project.

Engineering Support

Preliminary Design in Support of PEA Filing

Engineering for the Project shall be planned, developed and executed in a coordinated approach. All Burns & McDonnell’s deliverables shall be subject to review and approval by the Lodi Electric Utility’s designated representative as appropriate.

Burns & McDonnell shall provide standard deliverables for the development of substation siting.

New City of Lodi Substation

Design substation to support ultimate site plan, support interconnection with PG&E T-line and Industrial Substation connections.

- ▶ Evaluate different interface details required to interconnect the new City of Lodi Substation to PG&E's new switching station.
- ▶ Evaluate different interface details required to connect the new City of Lodi Substation to the Lodi Electric Utility's existing Industrial Substation.
- ▶ Develop ultimate substation site plan and single line (one line).
- ▶ Develop one (1) combined control and battery building to house all control, monitoring and protection equipment to support ultimate substation site plan and necessary PG&E/CAISO metering equipment.

Industrial Substation

Modify substation to support revised site plan, support connection with the new City of Lodi Substation connections.

- ▶ Evaluate various interface details required to connect to the new City of Lodi Substation at Industrial Substation.
- ▶ Evaluate various interface details required to disconnect the Lodi Electric Utility's existing Industrial Substation to PG&E's existing 60kV transmission system.
- ▶ Revise existing site plan and single line.

Substation Tasks & Deliverables

Coordination, Meetings, and Project Management

- ▶ Project Kick-Off/Walk down
 - Prepare Project Kick-Off/Walk down site visit meeting documentation such as preliminary project requirements, single line diagram, and electrical arrangement.
 - Participate in on-site project kick-off meeting.
 - Revise documents as needed per the site walk down and send to project stakeholders for review and approval.
- ▶ Ongoing Project Coordination, Meetings, and Project Management
 - Prepare preliminary construction sequence plan
 - Coordinate with Lodi Electric Utility for any outage constraints
 - Prepare for, participate in, and follow-up on weekly project meetings
 - Request and coordinate input and follow up from Lodi Electric Utility stakeholders
 - Provide regular progress reports to Lodi Electric Utility
 - Attend site visit to refine documentation and undertake feasibility reviews
- ▶ Assist with Civil Tasks & Deliverables
- ▶ Assist with Environmental Tasks & Deliverables

Technical Studies, Drawings, and Calculations

- ▶ Technical Studies and Analyses
 - Support technical analysis requirements
- ▶ Preliminary Drawings and Calculations

- Prepare preliminary substation drawings in MicroStation
- Update existing and/or create new single line diagram and obtain Lodi Electric Utility approval. Includes both initial and ultimate station arrangements.
- Update existing and/or create new station electrical arrangement plan and section drawings showing the proposed location of new equipment and obtain Lodi Electric Utility approval. Includes both initial and ultimate station arrangements.
- Work with Lodi Electric Utility to assist in the development of project technical requirements within their standard philosophies (i.e. protection, control, communications, civil, structural)

PEA Development

- ▶ Substation PEA Sections
 - Develop written sections of PEA in accordance with CPUC content requirements for a PEA (i.e. summary, project description requirements, construction methods, construction workforce and equipment, etc.)

Civil Tasks & Deliverables

Coordination, Meetings, and Project Management

- ▶ Project Kick-Off/Walk down
 - Prepare Project Kick-Off/Walk down site visit meeting documentation such as preliminary project requirements, single line diagram, and electrical arrangement.
 - Participate in on-site project kick-off meeting.
- ▶ Ongoing Project Coordination and Meetings
 - Prepare for, participate in, and follow-up on weekly project meetings
 - Request and coordinate input and follow up from Lodi Electric Utility stakeholders
 - Assist with regular progress reports to Lodi Electric Utility
 - Attend site visit to refine documentation and undertake feasibility reviews

Technical Studies, Drawings, and Calculations

- ▶ Technical Studies and Analyses
 - Request site geotechnical reports. Utilize geotechnical subcontractor as needed
 - Develop preliminary boring plans and technical guidelines to aid in requesting services
 - Request site survey and develop survey extents
- ▶ Preliminary Drawings and Calculations
 - Prepare preliminary design drawings in MicroStation 2D
 - Foundation plan and road alignment plan
 - Conceptual stormwater designs
 - Grading plan (includes stormwater ponds)
 - Oil containment plan and details
 - Perimeter fence/wall details (if required)

PEA Development

- ▶ Civil PEA Sections
 - Develop written sections of PEA in accordance with CPUC content requirements for a PEA (i.e. access roads, erosion and sediment control, etc.)

Environmental Support

Task 1: PEA Development (Phase I)

Task 1.a: Project Initiation

Our Environmental Task Leader will conduct a Project initiation meeting to review goals and objectives, organization chart, policies and procedures, budget, overall schedule, and quality assurance procedures. As part of the overall management of this Project, our team will prepare a Project Description checklist, as a value-added benefit to increase efficiencies. The Project Description checklist will aid Lodi Electric Utility staff in the preparation of a complete Project Description rather than piecing information together through multiple rounds of review.

Task 1.b: Preliminary Due Diligence

A preliminary review of existing environmental data will be conducted to evaluate the presence of critical resources and identify potential fatal flaws that could result from development of the Project. In this task, Burns & McDonnell will perform a CEQA preliminary review through a high-level, desktop evaluation of the proposed sites using GIS research and publicly available information and reports. The biological assessment will help identify mitigation requirements and solutions based on Federal and State waters and species regulations.

Suggested GIS layers for this phase of preliminary review include, but are not limited to, the following:

- ▶ FEMA floodplains
- ▶ Government lands
- ▶ Wetlands, surface water, vernal pools and floodplains
- ▶ Biological assessment (sensitive species, wildlife areas, etc.)

Note: Includes queries of species occurrences from the CDFW California Natural Diversity Database (CNDDB) and the CNPS Online Inventory of Rare and Endangered Plants for relevant sensitive species data, and CDFW/USFWS databases for species critical habitat units and corridors.

- ▶ Cultural restrictions
- ▶ FMMP/Williamson Act
- ▶ Geology
- ▶ Review of soils and/or geotechnical data (if available)

Note: It's Burns & McDonnell's understanding that a separate geotechnical report specific to the Project may be conducted separately from this scope of work. If geotechnical reports (and/or borings) are not available, recommendations will be made based on publicly available data and industry experience at the site as to the criticality of borings at this phase of the Project. If required, Burns & McDonnell will support in obtaining geotechnical data separately from this proposal.

- ▶ Terrain/slope/access/topography
- ▶ Local zoning/General plan compatibility

- ▶ Land availability, existing use, and ownership type
- ▶ Visual resources
- ▶ Proximity to receptors (noise, visual, odors, fugitive dust, etc.)
- ▶ Land use and recreational resources
- ▶ Environmental data resources report and radius map
- ▶ Transport and site access
- ▶ Applicable laws, ordinances, regulations and standards

The data gathered in this step from the desktop constraints analysis review will yield information for use by our team towards development of the PEA. This enables a head start on the PEA while the Project Description is taking shape, thereby minimizing the sequential link between the two activities. Throughout the evaluation, if any fatal flaws are identified at this early stage, these will be brought to the attention of Lodi Electric Utility as soon as practicable.

Task 1.c: Project Description Development

To write PEA Chapters 2 and 3 and to properly evaluate certain specific resources such as air, biological resources, noise, and visual resources, the Project team must agree to a Project Description. Our environmental lead will work diligently with other team leads to develop consensus on a Project Description as soon as possible. It is recognized that these details may change somewhat as design progresses, but it will be important for our environmental team to have a firm Project Description to appropriately conduct technical studies and kick-off preparation of the PEA chapters. Generally, a 30% design is the appropriate design completion target for this stage of the Project.

Task 2: Technical Studies

Burns & McDonnell understands that PG&E may provide supporting technical studies for the parcels of land, or adjacent parcels of land, and that Lodi Electric Utility may be able to use such supporting studies to prepare certain analyses. However, it is not known at this time which studies will be made available, if any. Therefore, we have prepared optional scope/cost estimates for the technical areas below which we anticipate will be required to support development of the PEA. Each technical report will describe the affected environment (Existing Setting); the applicable laws, ordinances, and regulations (LORS), the environmental impacts and consequences of the Project, and potential mitigation measures (consistent with PG&E/Lodi Electric Utility mitigation guidance). We assume that PG&E will prepare any relevant alternatives and cumulative impact assessments for the entirety of the Project.

Task 2.a: Air Quality and Greenhouse Gas Calculations

The Burns & McDonnell team will prepare an Air Quality and Greenhouse Gas letter report or memo for the Project in accordance with the procedures and requirements of the City and the relevant Air Pollution Control District (APCD). Air quality impacts resulting from construction will be calculated. Dust emissions and exhaust from worker commutes and equipment travel contribute to construction-related emissions. This report would include baseline air quality conditions, short-term construction air pollutant emissions, consistency analysis with the applicable APCD requirements and regional air quality strategy (if applicable), and greenhouse gases analysis. Emissions will be

calculated with the CalEEMod air quality model. The report would include the modeling results, significance determinations and minimization measures (if any) as an appendix to the PEA document.

Task 2.b: Noise Assessment

The Burns & McDonnell team will prepare a technical noise impact analysis consistent with local City requirements and noise standards to identify construction and operational noise impacts of the Project and adjacent noise sensitive land uses.

- ▶ Construction Noise Assessment
 - Noise impacts from construction sources will be analyzed based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percent of time in use. The construction noise impact will be evaluated in terms of maximum levels (L_{max}) and the frequency of occurrence at adjacent sensitive locations. Analysis requirements will be based on the sensitivity of the area and the Noise Ordinance specifications of the City. Noise abatement measures designed to reduce short-term impacts to acceptable noise levels in the vicinity of the Project site will be determined where necessary.
- ▶ Long-term Operational Noise Assessment
 - The City of Lodi has a noise ordinance that limits sound levels to a 5-dB increase over ambient levels during nighttime hours at residential property lines. Because of this, Burns & McDonnell sound specialists will spend one day and one night in the vicinity of the site taking sound measurements. Measurements will occur at various locations as close to the nearest noise-sensitive locations as possible. Noise-sensitive locations include residential areas to the east and the cemetery northeast of the Project site. Sound measurements, which will include measurements of total sound level (dBA) and individual one-third octave band data, will be made during three or four different periods of the day and night in order to obtain an accurate depiction of existing sound levels in the area.
 - The future operational sound levels of the substation will be ISO 9613-2 based modeled with sound modeling software. Available data for nearby structures, topographical land data, and on-site sound sources will be included in the model in order to obtain a more accurate assessment of operational sound levels in the area. Sound contours will be generated by the program for the proposed equipment and represented on GIS aerial figures.
 - The expected operational noise levels at noise sensitive receivers will be estimated and compared to local City requirements. If required, noise mitigation measures will be developed to reduce the operation noise levels to below the identified limits.

A single Sound Study Report will be prepared for the construction and operational noise assessments for the Project. The report will discuss sound terminology used in the study, local regulations, display the modeling results, and provide the recommended mitigation options (if required).

Task 2.c: Construction Traffic Analysis

The Burns & McDonnell team will prepare a Construction Traffic Analysis summary for the Project in accordance with the procedures and requirements of the City and any relevant local guidelines. This scope assumes that Project would not result in significant changes to circulation patterns (such as new street connections). Accordingly, this analysis will not include a traffic assessment for operation of the substation. This analysis will evaluate construction traffic only.

Note: changes to CEQA guidelines pursuant to SB743 has changed the focus of transportation impact analysis from measuring impacts to drivers (LOS) to vehicle miles travelled (VMT). Burns & McDonnell understands that the City will utilize the opt-in period before the use of VMT is mandatory. Lodi Electric Utility has until July 2020 to implement this change in traffic methodology and therefore we will not provide this method of analysis for this Project. The Specific items necessary for preparation of the construction traffic analysis include (but are not limited to) the following:

- ▶ Staging/phasing – A description of staging area location(s), construction phases, and phase duration (including potential overlapping phases).
- ▶ Workers (for each phase) – Approximate number of workers on a typical day, construction schedule/hours (i.e., estimated arrival/departure times), possible carpool/vanpool options, and access routes (including any proposed roadway closures/detours).
- ▶ Hauling/deliveries (for each phase) – Anticipated number of haul/delivery trucks on a typical day, truck schedule/hours, and designated truck routes.
- ▶ Machinery/equipment (for each phase) – A description of any heavy machinery/equipment that requires transport to/from the Project site (not included as part of staging or hauling/deliveries).

The Burns & McDonnell team will utilize the information requested above for purposes of estimating the approximate daily and peak-hour trips to be generated by construction activities. The Burns & McDonnell team will analyze the roadway segments (up to 4 segments) and intersections (up to 4 intersections) adjacent to the Project site to identify potential construction traffic impacts. The construction traffic analysis summary will be prepared in response to the PEA format and content requirements. The report would include the analysis results, significance determinations, and minimization measures (if any) as an appendix to the PEA document.

Task 3: Preparation of PEA

Task 3.a: First Draft PEA

The Burns & McDonnell Team provides the technical expertise to support an environmental impact analysis based on the PEA Checklist, Appendix G of the CEQA Guidelines (environmental checklist), and City Guidelines. We will prepare the PEA in a print-ready document format using the applicable PG&E templates.

We will provide specific and limited information to PG&E for inclusion in the first several chapters of the PEA, including the Executive Summary, Chapter 1 – Purpose and Need, Chapter 2 – Alternatives, and Chapter 3 – Project Description. We will prepare Chapter 4 – Environmental Impact Analysis specific to the City's scope of work. It is assumed that development of Chapter 5 – Comparison of

Alternatives and Chapter 6 – Other CEQA Considerations, the List of Preparers Section, the Glossary, Appendix A – CEQA Checklist, and Appendix B – List of Preparers will be prepared solely by PG&E.

Chapter 4 will include the environmental setting, impacts analysis, and mitigation measures for each of the topics included. The setting will include a description of the physical environment in the vicinity of the Project, including the local and regional environment, and a description of the regulatory environment, including Federal, State, and local regulations. Each Chapter 4 section of the document will include:

- ▶ Overview;
- ▶ Technical Methodology;
- ▶ Regulations Plan, and Standards;
- ▶ Significance Criteria;
- ▶ Applicant Proposed Measures; and
- ▶ References.

The Burns & McDonnell team will coordinate with PG&E when including relevant mitigation measures and Applicant Proposed Measures that may apply to the City scope. It will be important to maintain consistency and avoid conflicts for mitigation between the City parcel and PG&E's proposed switching station.

Burns & McDonnell will evaluate the following topics according to the CPUC's guidance for PEA content requirements:

- ▶ Aesthetics
- ▶ Agriculture
- ▶ Air Quality
- ▶ Biological Resources
- ▶ Cultural Resources
- ▶ Geology, Soils, and Seismic Potential
- ▶ Hazards and Hazardous Materials
- ▶ Hydrology and Water Quality
- ▶ Land Use Permitting
- ▶ Mineral Resources
- ▶ Noise
- ▶ Population and Housing
- ▶ Public Services
- ▶ Recreation
- ▶ Transportation and Traffic
- ▶ Utilities and Public Services

Additional topics recently required under CEQA (such as Wildfire and Energy) will likely be required though the PEA templates from the CPUC and PG&E have not been updated to reflect this change and it is not known whether PG&E will include such items in the ultimate PEA. Burns & McDonnell will include a qualitative analysis for these items. Standalone technical studies are not anticipated to be required for this analysis.

Task 3.b: Revised (Second Draft) PEA

After receipt of comments from Lodi Electric Utility and PG&E on the First Draft PEA, the documentation will be revised and a Revised (second Draft) PEA will be prepared. The Revised PEA will include the main volume and a second volume that includes the technical reports and other referenced appendices to the PEA. This scope of work anticipates a moderate level of revisions. Major revisions to the First Draft PEA and/or new or substantially expanded technical analyses are not anticipated.

Task 3.c: Final Revised PEA

After receipt of one consolidated set of comments from Lodi Electric Utility on the Second Draft PEA, the documentation will be revised, and a Final Revised PEA will be prepared. The Final Revised PEA will include the main volume and a second volume that includes the technical reports and other referenced appendices to the PEA. This scope of work anticipates a minor level of revisions. Substantive revisions to the Second Draft PEA and/or new or substantially expanded technical analyses are not anticipated.

Burns & McDonnell will cooperate with PG&E to incorporate our sections of the PEA into the ultimate submittal.

Schedule Efficiencies: PEA development would follow a staggered submittal schedule for delivery of draft sections to Lodi Electric Utility and PG&E. The required resource areas will be split into several submittal batches, each batch following its own schedule to space out deliverables to the extent feasible. To avoid waiting until there is a fully completed Project Description, the team will prioritize “existing conditions/regulatory framework” text development first for each section, using much of the research already conducted during Project Initiation. Once the Project Description is complete, the team will be released to initiate the impact analysis. The benefit of this approach is that it allows the team to move forward with the PEA rather than holding until the Project Description is fully complete. It also reduces the risk of rework if design changes are made along the way which tend to cause a ripple affect across all chapters if the analysis is started prematurely.

Some chapters are reliant on technical studies for topics that will likely require specialized study or calculations. We anticipate these supporting technical studies/calculations will include air quality and greenhouse gas emissions, biological resources, cultural and paleontological resources, noise, and traffic and transportation. Burns & McDonnell has an internal team of resource experts that bring decades of experience in assessing impacts of environmental technical topics. The Burns & McDonnell team and our in-house subject matter experts (SMEs) will conduct technical studies for topics that will likely require specialized study or calculations. We have chosen to partner with local DBE firms, Far Western (Cultural/Tribal) and Swaim Biological, Inc (Biological Resources) to

supplement our local field survey capabilities. Burns & McDonnell may choose to subcontract other technical reviews but would not do so without written consent from Lodi Electric Utility.

For Consideration: Additional Visualization Services

For other clients, Burns & McDonnell has offered additional products and services to help utility, regulatory, and public stakeholders visualize the project and its proposed impacts. Some examples include:

- ▶ 3D Printed Models
- ▶ “Google Cardboard”-type virtual reality walkthrough
- ▶ Combines 3D point cloud scanning and Microstation 3D models into one experience

We believe these could add significant value to Lodi Electric Utility in communicating the project and would appreciate the opportunity to discuss further.



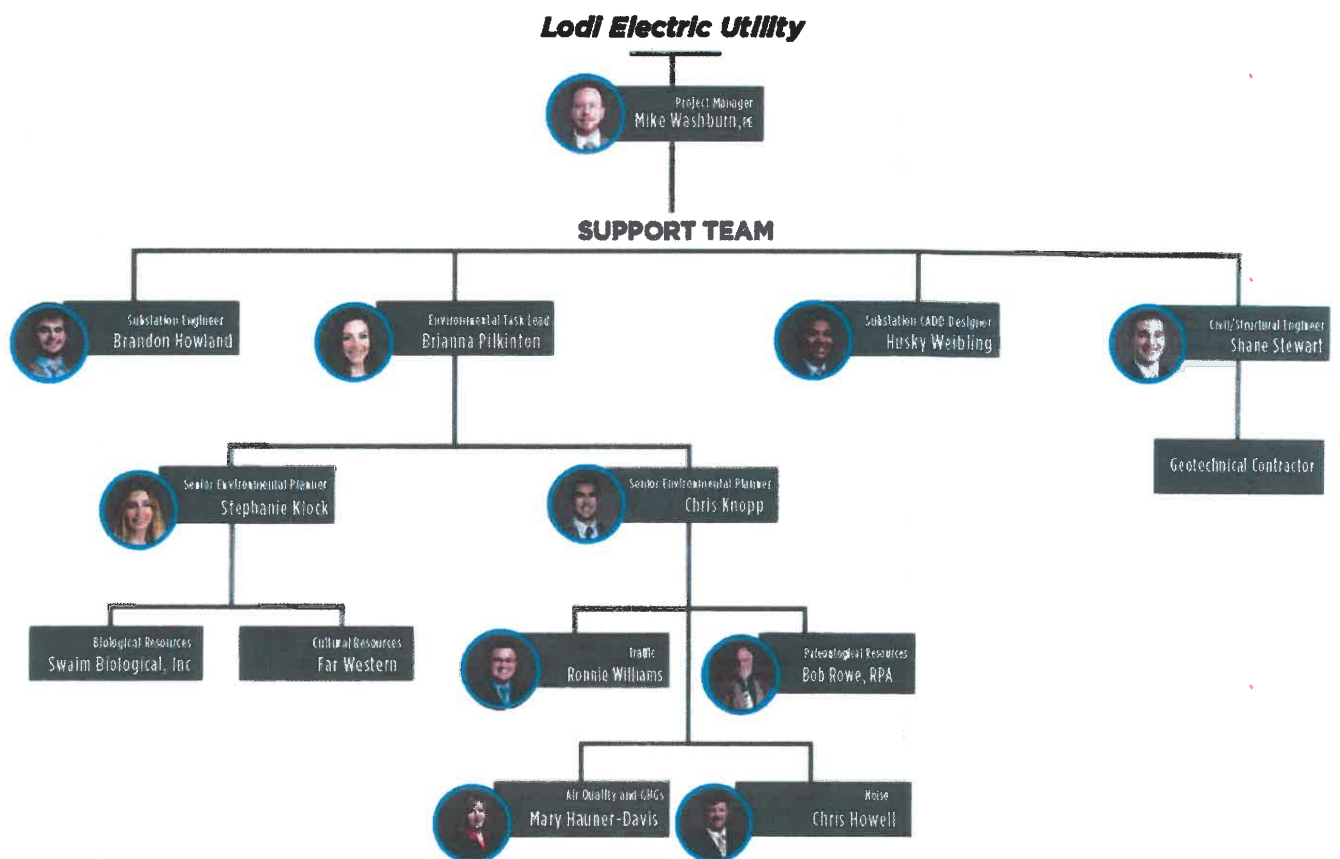
Left: PG&E's Jonathan Seager, Director, State Infrastructure Projects, with a short-turnaround 3D printed model of the CA High Speed Rail Site 3 "FMC" Substation. This was presented to the Caltrain Board to help PG&E communicate the project.

“ We will spread the word internally at PG&E – these 3D printed models help us communicate project designs outside of the traditional execution departments. And with these larger projects, such as Caltrain Electrification and HSR, we need to engage many more stakeholders than are traditionally involved. ”

—Jessica Albietz, PG&E, State Infrastructure Projects

Project Team

The Project Manager will be the main points of contact, supported by a team of environmental specialists, electrical and civil engineers, and designers. This core team brings extensive knowledge and experience of PEA Development and substation projects. See Appendix B for resumes of proposed resources.



Assumptions & Clarifications

Engineering Approach & Assumptions

- ▶ Burns & McDonnell will be responsible for producing a construction sequence with input from Lodi Electric Utility stakeholders. We have provided hours in this proposal to create an initial construction sequence and one (1) revision based on comments from project stakeholders at feasibility and final review meetings. Lodi Electric Utility will be responsible for scheduling clearances and further revisions.
- ▶ This proposal assumes all required existing drawings for Lodi Electric Utility's Industrial Substation will be provided in native CAD format for modification.
- ▶ No alternative variations are needed to Lodi Electric Utility substations.
- ▶ Burns & McDonnell will not be needed for community open house, local municipality meetings, or public relation efforts.
- ▶ Preliminary foundation designs only are needed, and that this information is sufficient.
- ▶ Grading designs are limited to two (2) revisions based on comments from project stakeholders at feasibility and final review meetings.
- ▶ Storm runoff quantities shall be completed using the "Rational Method" with a 25-year return period with a time of concentration not less than 5 minutes. Stormwater designs will match post-construction flow rates to pre-construction flow rates for conceptual designs and sizing of ponds. If it is determined that local authorities have different requirements, it will constitute a change in scope.
- ▶ The stormwater detention facilities for the Industrial and new City of Lodi Substation can be incorporated into the PG&E station stormwater detention pond designs.

Environmental Assumptions

- ▶ **Permitting Responsibilities:** Permitting assistance is limited to supplying PG&E internal groups with necessary project information for PG&E's determination of permitting requirements. This scope assumes that PG&E internal groups will have primary responsibility for all permitting, land planning, and environmental efforts.
- ▶ **Geotechnical Reviews:** A separate geotechnical report specific to the Project may be conducted separately from this scope of work. If geotechnical reports (and/or borings) are not available, recommendations will be made based on publicly available data and industry experience at the site as to the criticality of borings at this phase of the Project. If required, Burns & McDonnell will support in obtaining geotechnical data separately from this proposal.
- ▶ **PEA Section Development:** PG&E will prepare any relevant alternatives and cumulative impact assessments for the entirety of the Project. We will provide specific and limited information to PG&E for inclusion in the first several chapters of the PEA, including the Executive Summary, Chapter 1 – Purpose and Need, Chapter 2 – Alternatives, and Chapter 3 – Project Description. We will prepare Chapter 4 – Environmental Impact Analysis specific to the Lodi Electric Utility's scope of work. It is assumed that development of Chapter 5 – Comparison of Alternatives and Chapter 6 – Other CEQA Considerations, the List of Preparers Section, the Glossary, Appendix A – CEQA Checklist, and Appendix B – List of Preparers will be prepared solely by PG&E.
- ▶ **Cultural Scope:** It does not include presence/absence identification efforts, Environmentally Sensitive Area/Archaeological Monitoring Area action plans, evaluation of archaeological resources for National

Register eligibility, or mitigation through data recovery. If required, each would be conducted under a separate proposal and budget.

- ▶ **Traffic Analysis:** The City will utilize the opt-in period before the use of VMT is mandatory. The City of Lodi has until July 2020 to implement this change in traffic methodology and therefore we will not provide this method of analysis for this Project.

Pricing

Project Cost & Milestones

The work will be executed per contract terms and conditions, on a Lump Sum Fee basis and invoiced per the Milestone Payment Schedule below.

Budget Table

Tasks & Deliverables	Budget
Engineering Support	\$138,064
Substation Tasks & Deliverables	\$72,883
Coordination, Meetings, and Project Management	\$37,954
Technical Studies, Drawings, and Calculations	\$12,826
PEA Development	\$22,103
Civil Tasks & Deliverables	\$65,181
Coordination, Meetings, and Project Management	\$18,910
Technical Studies, Drawings, and Calculations	\$43,199
PEA Development	\$3,072
Environmental Support	\$84,736
Task 1: Project Initiation	\$12,072
Task 1.a: Project Kick-off/Initiation	\$898
Task 1.b: Preliminary Due Diligence	\$1,914
Task 1.c: Project Description Development	\$9,260
Task 2: Technical Studies	\$34,422
Task 2.a: Air Quality and Greenhouse Gas Calculations	\$8,214
Task 2.b: Noise Assessment	\$17,845
Task 2.c: Construction Traffic Analysis	\$8,363
Task 3: Preparation of PEA	\$38,242
Task 3.a: First Draft PEA	\$23,228
Task 3.b: Second Draft PEA	\$9,498
Task 3.c: Final Revised PEA	\$5,516
Subcontracted Services	\$6,490
Geotechnical Subcontractor: Service Option	
1: Data Study and Preliminary Geotechnical Report	\$6,490
Total - With Optional Studies and Geotechnical Services	\$229,290

Milestone Table

Milestone Payment Schedule

Project Kick-off and Walkdown	\$68,787.00
Submit First Draft	\$103,180.50
Submit Revised (Second) Draft	\$34,393.50
Submit Final Revised	\$22,929.00
Total	\$229,290

Notes

- Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.



Agenda Item: 29

Commission Staff Report

COMMISSION MEETING DATE: December 3, 2020

AGENDA CATEGORY: Discussion/Action

Pursuant to Government Code Section 54957.6:
Conference with Labor Negotiators, and Government
Code Section 54957: Performance Evaluation:
Unrepresented Public Employee: One (1) category:
General Manager – this item is being considered in
Closed Session.

Contingent upon action taken during **Closed Session
Item 37**, the Staff Report, Resolution and Agreement will
be provided to the Full Commission in Open Session for
final consideration.



Agenda Item: 30

Commission Staff Report

COMMISSION MEETING DATE: December 3, 2020

AGENDA CATEGORY: Discussion/Action

Pursuant to Government Code Section 54957.6:
Conference with Labor Negotiators, and Government
Code Section 54957: Performance Evaluation:
Unrepresented Public Employee: One (1) category:
General Counsel – this item is being considered in Closed
Session.

Contingent upon action taken during **Closed Session
Item 38**, the Staff Report, Resolution and Agreement will
be provided to the Full Commission in Open Session for
final consideration.



Commission Staff Report

November 24, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: Approval of Northern California Power Agency's (NCPA) Major Insurance Renewals for Policy Year 2021

AGENDA CATEGORY: Discussion/Action

FROM:	Rui Dai 	METHOD OF SELECTION:
	Risk Manager	N/A
Division:	Administrative Services	
Department:	Risk 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"/>

If other, please specify

RECOMMENDATION:

Northern California Power Agency (NCPA) staff recommends the Commission delegate authority to the General Manager to negotiate and bind property damage and casualty coverage amounts as presented (or better) and a not-to-exceed proposed premiums of approximately \$5,783,200.

BACKGROUND:

NCPA utilizes the insurance brokerage services of Aon Risk Solutions, San Francisco, California to market and place NCPA's insurance programs. Each insurance policy and the related insurance market conditions are reviewed prior to the renewal date and remarketed as required to qualified insurers experienced in underwriting the applicable insurance risk. Current property and liability insurance coverage expires on December 15 and December 31, 2020, respectively.

This year NCPA, together with Aon, marketed NCPA's insurance programs to both existing and prospective underwriters (UWs), a total of 22 UWs from 15 different insurers, focused on presenting NCPA's proactive enterprise risk management approach and its rigorous loss prevention programs. The property insurance market had been soft for many years. It turned around in 2017-18, triggered by floods in Texas, hurricanes along the east coast, the devastation of Puerto Rico, and wildfires in California. NCPA management's commitment to loss prevention and the marketing effort successfully improved the insurance underwriters' confidence and knowledge of NCPA's business and risk profile.

Highlights of the Renewal Process

- The insurance market conditions hardened in 2017-18 after many years of soft markets. The members have benefited with reduced (or flat) premiums since 2015.
- On-going exposure to flooding, hurricanes, and catastrophic California wildfires have changed the insurance landscape.
- NCPA had five of six claims paid in the past five years: 2015 Geothermal wildfire and Hydro Plant landslide, 2017 storm damage on Hydro Beaver Creek, and 2018 Alameda Unit 1 equipment failure, 2019 Kincade Fire Business Interruption (withdrew), and 2020 LEC turbine generator failure (\$44 million).
- California wildfires have a significant impact on the liability insurance market.
- Some underwriters withdrew from California liability insurance market while others have reduced capacities and/or excluded wildfire coverage altogether.

Insurance Programs Renewal Requests

Due to the current wildfires in California, underwriters are not ready to quote NCPA's program before assessing their potential exposures. While NCPA and Aon are still in the process of securing final quotes, staff requests the Commission grant the authority to the General Manager to negotiate and bind coverages with not-to-exceed rates for the 2021 renewal premiums totaling \$5,783,200 as shown in the table below. This is an increase to the property insurance program of almost \$900k from prior committee discussions.

	from 11/4		from 11/24						
	Property		Updated	Casualty (Liability)		Workers Comp		Auto	
	2020	2021	2021	2020	2021	2020	2021	2020	2021
	Premiums	Premiums	Premiums	Premiums	Premiums	Premiums	Premiums	Premiums	Premiums
		(estimated)	(estimated)						
NCPA	1,885,692	2,325,650	2,960,000	849,412	1,274,100	236,084	250,000	43,038	50,000
LEC	618,856	796,450	1,040,000	139,388	209,100				
Total	2,504,548	3,122,100	4,000,000	988,800	1,483,200	236,084	250,000	43,038	50,000
Inc.		25%	60%		50%		6%		16%

Property

Given a hardening market, the renewal rates in 2020 for Property Damage (PD) and Business Interruption (BI) have been around 25% compared to prior year. However, accounts with recent losses are experiencing significantly higher premiums. Aon will continue to push the markets to minimize the impact on our program.

Casualty

The Casualty program mainly consists of Excess Liability, Workers Comp, and Auto. The anticipated renewal premiums are within \$250,000 for Workers Comp and \$50,000 for Auto. As mentioned above, Excess Liability coverage in California is challenging from both capacity and premium standpoints due to the devastating California wildfires in recent years and adverse legal precedent of inverse condemnation and the corresponding strict liability standard. California wildfire liability is quickly reaching the brink of becoming almost uninsurable or not insurable at a price utilities deem reasonable. While NCPA and Aon continue to push the market, we are estimating this premium may be 50% higher from the prior year of \$988,800 to \$1,483,200 to achieve the same level of liability insurance of \$75 million but only \$35 million in wildfire coverage.

FISCAL IMPACT:

The total cost of the policy year 2021 insurance programs is estimated not to exceed \$5,783,200. This is approximately 53% higher than current year premiums. Staff will return in January with a final report of coverages and premiums.

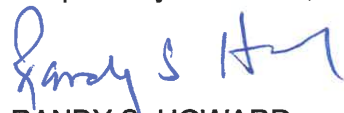
ENVIRONMENTAL ANALYSIS:

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 and the Lodi Energy Center Project Participant Committee on November 4 and November 9, 2020, respectively. After receiving indications from the insurance markets, the recommendation will be reviewed again by the Lodi Energy Center Project Participant Committees and Facilities Committee on December 1 and December 2, 2020, respectively.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Resolution 20-99
Insurance Renewal Presentation

RESOLUTION 20-99

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE MAJOR INSURANCE RENEWALS FOR THE POLICY YEAR OF 2021

(reference Staff Report #229:20)

WHEREAS, the Northern California Power Agency (the Agency) is required by various of its contracts and agreements with its members and its generating and transmission project participants to provide for property, casualty and other insurance to protect its interests therein; and

WHEREAS, the Agency utilizes the insurance brokerage services of Aon Risk Solutions, San Francisco, California to market and place the Agency's insurance programs. Each insurance policy and the related insurance market conditions are reviewed prior to the renewal date and remarketed as required to qualified insurers experienced in underwriting the applicable insurance risk; and

WHEREAS, due to the current wildfires in California, underwriters are not ready to quote NCPA's program before assessing their potential exposures; and

WHEREAS, in order to negotiate coverage before expiration of the policies, this action grants the authority to the General Manager to bind coverages with not-to-exceed rates for the 2021 renewal premiums of \$4,000,000 for property damage coverage which includes \$1,040,000 for LEC and \$1,783,200 for casualty coverage which includes \$209,100 for LEC; and

WHEREAS, LEC PPC reviewed and approved on November 10 and will review the increased not-to-exceed amounts on December 1, 2020. The Facilities Committee reviewed and recommended on November 4 and will review the increased not-to-exceed amounts on December 2, 2020; 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 granting the authority to the General Manager to bind coverages at the proposed not-to-exceed rates for the 2021 renewal premiums of \$4,000,000 for property damage coverage and \$1,783,200 for casualty coverage.

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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



Insurance Renewal for Calendar Year 2021

Monty Hanks
AGM Admin Services

Background

- Agency contracts with Aon Risk Solutions
 - To market and place the insurance programs
- Property policy expires 12/15, Liability policy expires 12/31
- For Calendar Year 2021 – October 7th
 - Extensive virtual marketing strategy meeting with both existing and new underwriters (total 22 UWs from 15 different insurers)
- Six recent losses but five claims paid
 - Sept 2015 – Valley Fire, ~\$1m loss
 - Dec 2015 – Adit 4 landslide, ~\$2.6m loss
 - Jan/Feb 2017 – Beaver Creek storm damage, ~\$1.8m loss
 - June 2018 – Alameda CT1, ~\$2.6m loss
 - Oct 2019 – Kincade Fire BI loss (\$1.8m, withdrew)
 - Jan 2020 – LEC Turbine failure ~\$44m

Background

- Plan to secure firm quotes/rates in November
- Present to LEC and Facilities
- Request Commission approval 12/3
- But insurance market is not cooperating
- Instead, request GM authority to negotiate and bind contracts based on 'not-to-exceed' limits
 - Estimating 60% increase to Property, 50% to Casualty
 - Should secure \$35m in wildfire liability insurance
- Report back to committees and Commission with final premiums

Request

Staff recommends the Commission delegate authority to the General Manager to negotiate and bind property damage and casualty coverage amounts as presented (or better) and a not-to-exceed proposed premiums of approximately \$5,783,200

- \$4,000,000 for Property (\$2,960,000 NCPA, \$1,040,000 LEC)
- \$1,483,200 for Casualty (\$1,274,100 NCPA, \$209,100 LEC)
- \$250,000 for Workers Comp
- \$50,000 for Auto

2020 premiums

- \$2,504,548 for Property (\$1,885,692 NCPA, \$618,856 LEC)
- \$988,800 for Casualty (\$849,412 NCPA, \$139,388 LEC)
- \$236,084 for WC
- \$43,038 for Auto



Commission Staff Report

November 24, 2020

COMMISSION MEETING DATE: December 3, 2020

SUBJECT: Nomination of the FY 2020-21 New Slate of Officers

AGENDA CATEGORY: Discussion/Action

FROM:	Teresa O'Neill	METHOD OF SELECTION:
	Chair	N/A
Division:	Executive Committee/Nominating Committee	
Department:	Commission	

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

RECOMMENDATION:

The Nominating Committee is recommending the Northern California Power Agency (NCPA) Commission approve Resolution 20-101 approving the election of Vice-Chair David Hagele to serve for the remainder of the term of office of the departing Chair, and the nomination of Executive Committee Member Jerry Serventi to serve for the remainder of the term of office of the vacant seat of Vice-Chair.

BACKGROUND:

As referenced in the Amended and Restated Rules of Procedure for the Commission of NCPA (the NCPA Bylaws), Section 10(iv) Other Committees, the Nominating Committee shall meet as an ad hoc committee before the July meeting of the Commission, and make its report to the Commission prior to the election of the Chair, Vice Chair and the Executive Committee Members by the Commission. The Nominating Committee shall attempt to provide all Members an opportunity to serve and attempt to balance the membership of the Executive Committee among larger and smaller Members.

On July 23, 2020, the Commission approved the FY20-21 Slate of Officers consisting of Teresa O'Neill as Chair and David Hagele as Vice Chair, with Mark Chandler, Pauline Roccucci, Greg Scharff, Kristen Schreder, and Jerry Serventi as Executive Committee Members. The term of the Executive Committee Member is one (1) year beginning at the regular September Commission meeting.

As set forth in the Bylaws, Members shall serve until their successors are elected, and vacancies shall be filled by the Commission as soon as practicable after they occur. The Nominating Committee met on November 17, 2020, to discuss and recommend the nomination of Chair of the Executive Committee, filling the vacancy occurring by the departure of Chair Teresa O'Neill on December 3.

The Nominating Committee brought forth a nomination of Vice-Chair David Hagele to serve for the remainder of the term of office of the departing Chair, and the nomination of Executive Committee Member Jerry Serventi to serve for the remainder of the term of office of the vacant seat of Vice-Chair.

FISCAL IMPACT:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The Nominating Committee's recommendation will be reviewed and discussed by the Executive Committee on December 3, 2020.

Respectfully submitted,



TERESA O'NEILL
Commission Chair

Attachment:

- Resolution 20-101

RESOLUTION 20-101

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY NOMINATION OF THE NEW FY 2020-21 SLATE OF OFFICERS

(reference Staff Report #239:20)

WHEREAS, the Amended and Restated Rules of Procedure for the Commission of NCPA (the NCPA Bylaws), Section 10(iv) Other Committees, the Nominating Committee shall meet as an ad hoc committee before the July meeting of the Commission, and make its report to the Commission prior to the election of the Chair, Vice Chair and the Executive Committee Members by the Commission. The Nominating Committee shall attempt to provide all Members an opportunity to serve and attempt to balance the membership of the Executive Committee among larger and smaller Members; and

WHEREAS, on July 23, 2020, the Commission approved the FY20-21 Slate of Officers consisting of Teresa O'Neill as Chair and David Hagele as Vice Chair, with Mark Chandler, Pauline Roccucci, Greg Scharff, Kristen Schreder, and Jerry Serventi as Executive Committee Members. The term of the Executive Committee Member is one (1) year beginning at the regular September Commission meeting; and

WHEREAS, as set forth in the Bylaws, Members shall serve until their successors are elected, and vacancies shall be filled by the Commission as soon as practicable after they occur; and

WHEREAS, the Nominating Committee met on November 17, 2020, to discuss and recommend the nomination of Chair of the Executive Committee, filling the vacancy occurring by the departure of Chair Teresa O'Neill on December 3; and

WHEREAS, the Nominating Committee brought forth a nomination of Vice-Chair David Hagele to serve for the remainder of the term of office of the departing Chair, and the nomination of Executive Committee Member Jerry Serventi to serve for the remainder of the term of office of the vacant seat of Vice-Chair; 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 adopt the resolution approving the election of Vice-Chair David Hagele to serve for the remainder of the term of office of the departing Chair, and Executive Committee Member Jerry Serventi to serve for the remainder of the term of office of the vacant seat of Vice-Chair.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2020, 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	_____	_____	_____

TERESA O'NEILL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

RESOLUTION 20-90

**RESOLUTION OF THE COMMISSION
OF THE NORTHERN CALIFORNIA POWER AGENCY**

COMMENDING

ROGER FRITH

WHEREAS, Roger Frith has diligently served the City of Biggs, also known as the “heart of rice country” since 2004 as a Council Member, Vice Mayor and Mayor, and was appointed to serve as a Commissioner of the Northern California Power Agency; and

WHEREAS, during his sixteen (16) year tenure as an NCPA Commissioner, Roger served in numerous leadership positions including Chair of the Commission, Officer of the Executive Committee and a representative on the Legislative and Regulatory Affairs Committee; and

WHEREAS, Roger has been a steadfast and highly-effective advocate on behalf of locally-governed public power agencies—and is a well-recognized public power leader both in the California State Legislature and on Capitol Hill; and

WHEREAS, Roger has brought a strong knowledge of the electricity industry and outstanding leadership skills to the Commission—and has been an invaluable contributor in Commission and Legislative and Regulatory Affairs Committee deliberations on matters of importance to the Agency and the citizens of Biggs; and

WHEREAS, Roger’s advocacy has been vital to NCPA’s policy successes and the preservation of local governance for public power as he has led the way in showing how one-size-fits-all state energy policy mandates would adversely impact smaller systems and their customers; and

WHEREAS, Roger has been a highly dedicated and reliable Commissioner attending all Agency meetings and functions, often travelling over long distances and sacrificing his personal time, to support NCPA and advocate on behalf of the over 700,000 electricity customers served by our organization; and

WHEREAS, Roger represents all of the best attributes public power—an unwavering commitment to service, a dedication to the value of local governance in meeting local needs, and a continual effort to find innovative and new approaches to improve the services that local utilities provide to the customers they serve. These exceptional qualities led to Roger being honored with the 2020 NCPA Spirit of Public Power Award; and

WHEREAS, NCPA and all its members sincerely thank him for his many years of service and leadership and wish Roger and Mary much happiness as Texans in their new home in the Lone Star State; and

NOW, THEREFORE BE IT RESOLVED by the Commission of the Northern California Power Agency, that this Agency, its members, and its employees recognize and commend Roger Frith for his dedication and service to the public power community and to NCPA.

PASSED AND ADOPTED BY ACCLAMATION, on this 3rd day of December 2020.

TERESA O’NEILL
COMMISSION CHAIR

ATTEST: CARY A. PADGETT
ASSISTANT SECRETARY

RESOLUTION 20-91
RESOLUTION OF THE COMMISSION
OF THE NORTHERN CALIFORNIA POWER AGENCY
COMMENDING
TERESA O'NEILL

WHEREAS, Teresa O'Neill has served the City of Santa Clara, also known as "The Mission City" since 2012 as a Council Member and Vice Mayor, and was appointed to serve as a Commissioner of the Northern California Power Agency; and

WHEREAS, during her eight (8) year tenure as an NCPA Commissioner, Teresa served in numerous leadership positions including Chair and Vice Chair of the Commission, Officer of the Executive Committee and Chair of the Legislative and Regulatory Affairs Committee; and

WHEREAS, Teresa has been an outstanding and tireless advocate for public power on Capitol Hill and in the State Legislature—and has always been willing to go the extra mile to protect the interests of the customers served by Silicon Valley Power and all other NCPA member systems; and

WHEREAS, Teresa has developed an in-depth understanding of the issues and projects of importance to the electricity industry, and has been a highly insightful and valuable contributor to the Commission's deliberations; and

WHEREAS, Teresa grew up in Santa Clara and has had a life-long dedication to serving her community. She has made invaluable contributions to ensure the provision of high-quality services—including in the areas of education, transportation and energy supply—to all who reside there; and

WHEREAS, Teresa's outstanding leadership skills, collaborative style, and inclusive approach have been well-recognized by her fellow NCPA Commissioners, leading to her election as Chair of the Agency; and

WHEREAS, NCPA and all of its members sincerely thank Teresa for her years of service, collegiality, and many efforts to advance the cause of public power on behalf of the more than 700,000 electricity customers we serve; and

NOW, THEREFORE BE IT RESOLVED by the Commission of the Northern California Power Agency, that this Agency, its members, and its employees recognize and commend Teresa O'Neill for her dedication and service to the public power community and wishes her good health, happiness and success in years ahead.

PASSED AND ADOPTED BY ACCLAMATION, on this 3rd day of December 2020.

DAVID HAGELE
COMMISSION VICE CHAIR

ATTEST: CARY A. PADGETT
ASSISTANT SECRETARY