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Agenda

Date: May 24, 2018

Subject: NCPA Commission Meeting

Location: NCPA's Roseville Office, 651 Commerce Drive, Roseville, California

Time: 9:30 am

The Commission may take action on any of the items listed on this Agenda regardless of whether the matter appears on the Consent Calendar or is described as an Action Item, a Report or an Informational Item. This agenda is supplemented by Staff Reports which are available to the public upon request. Pursuant to California Government Code Section 54957.5, the following is the location at which the public can view Agendas and other public writings: NCPA Offices, 651 Commerce Drive, Roseville, California, or www.ncpa.com.

Time estimates are provided as part of the Commission's effort to manage its time at Commission meetings. Listed times are estimated only and are subject to change at any time, including while the meeting is in progress. The Commission reserves the right to use more or less time on any item, to change the order of items, and/or to continue items to another meeting. Particular items may be heard before or after the time estimated on the agenda. This may occur in order to best manage the time at a meeting or to adapt to the participation of the public. To ensure participation in a particular item, we suggest arriving at the beginning of the meeting and remaining until the item is called.

Persons requiring accommodations in accordance with the Americans with Disabilities Act in order to attend or participate in this meeting are requested to contact the NCPA Secretary at 916.781.3636 in advance of the meeting to arrange for such accommodations.

1. *Call Meeting to Order and Introductions (9:30 – 9:35 am)*
2. *Approve minutes of the April 26, 2018, Regular Commission Meeting (9:35 – 9:40 am)*

PUBLIC FORUM

Any member of the public who desires to address the Commission on any item considered by the Commission at this meeting before or during the Commission's consideration of that item shall so advise the Chair and shall thereupon be given an opportunity to do so. Any member of the public who desires to address the Commission on any item within the jurisdiction of the Commission and not listed on the Agenda may do so at this time.

OPEN SESSION

REPORTS AND COMMITTEE UPDATES (9:40 – 10:15 am)

3. General Manager's Business Progress Report and Update
4. Executive Committee
5. Facilities Committee
6. Finance Committee
7. Legal Committee
8. Legislative & Regulatory Affairs Committee
9. Members' Announcements & Meeting Reporting

CONSENT CALENDAR (10:15 – 10:30 am)

All items on the Consent Calendar are considered routine and will be approved without discussion by a single roll call vote. Any Commissioner or member of the public may remove any item from the Consent Calendar. If an item is removed, it will be discussed separately following approval of the remainder of the Consent Calendar. Prior to the roll call vote to approve the Consent Calendar, the Commissioners will be polled to determine if any Member wishes to abstain from one or more items on the Consent Calendar.

10. ***NCPA's Financials for the Month Ended April 30, 2018*** – approval by all members.
11. ***Treasurer's Report for the Month Ended April 30, 2018*** – accept by all members.
12. ***Resolution 18-34, 2018 Geothermal Steam Field and Forecast Report*** – adopt resolution by all Members approving the 2018 Steam Field Operations and Forecast Report, dated April 2018, as the Geothermal Operating Protocol, effective July 1, 2018. This Operating Protocol is to remain in effect until replaced by the Commission.
Fiscal Impact: The 2018-19 approved Geothermal budget covers the proposed action.
13. ***Resolution 18-35, Bay Cities Pyrotector, Inc. – Five Year Multi-Task General Services Agreement for fire system maintenance services; Applicable to the following projects: All NCPA Facility Locations, Members, 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 Bay Cities Pyrotector, Inc. for fire system maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority ("SCPPA"), or by SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

- 14. Resolution 18-36, Chemical Waste Management – Three Year Industrial Waste & Disposal Services Agreement for disposal at Kettleman Hills Landfill Location; Applicable to the following projects: For use by all NCPA Generation Services Facilities** – adopt resolution by all Members authorizing the General Manager or his designee to enter into an Industrial Waste & Disposal Services Agreement for disposal at the Kettleman Hills landfill location, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over three years for use at all NCPA Generation Services facilities.

Fiscal Impact: 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 previously had an enabling agreement with Chemical Waste Management in Arlington, Oregon for hazardous waste disposal, however, the price for trucking to the Arlington, Oregon landfill is over three times the cost of trucking to the Kettleman Hills landfill, therefore, making the Arlington, Oregon landfill less cost efficient. NCPA seeks bids from as many qualified providers as needed. Bids 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.

- 15. Resolution 18-37, ECORP Consulting, Inc. – Five Year Multi-Task Consulting Services Agreement for environmental regulatory compliance reporting, forecasting/modeling and design services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA and SCPPA Members** – adopt resolution by all Members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with ECORP Consulting, Inc. for regulatory compliance advice and complex engineering modeling 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, its Members, by the Southern California Public Power Authority (“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 to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the Terms and Conditions of the Agreement will be issued following NCPA procurement policies and procedures.

- 16. Resolution 18-38, Fossil Energy Research Corp. – Five Year Multi-Task Professional Services Agreement for catalyst testing, ammonia grid tuning and engineering support services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members** – adopt resolution by Members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Fossil Energy Research Corp., for catalyst testing, ammonia grid tuning, and engineering support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“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, to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

- 17. Resolution 18-40, Univar USA, Inc. – Five Year Multi-Task Agreement for Purchase of Chemicals; Applicable to the following projects: For use by all NCPA Plant Facilities -** authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Chemicals, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years for use at all NCPA Plant Facilities.

Fiscal Impact: This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place other enabling agreements for similar services with CellMark and Dow Chemical. NCPA seeks bids from multiple qualified providers whenever services are needed. 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.

- 18. Resolution 18-41, Association Management Solutions and KMK Design – Three Year Multi-Task Consulting Services Agreements for Conference and Event Planning and Management Services; Applicable to NCPA, NCPA Members, SCPPA and SCPPA Members –** adopt resolution by all Members authorizing the General Manager or his designee to enter into Multi-Task Consulting Services Agreements with Association Management Solutions and KMK Design and Events for conference and event planning services to provide needed support for the planning and management of NCPA conferences and events, as well as for use separately by signatories to the Shared Services Agreement (NCPA members, SCPPA, and SCPPA members) including any non-substantial changes recommended and approved by NCPA General Counsel. These agreements, with Association Management Solutions for up to \$150,000 a year for three years, and with KMK Design and Events for up to \$50,000 a year for three years, shall not exceed a total of \$600,000 combined including all fees, costs, and expenses.

Fiscal Impact: The total cost of these agreements is not to exceed \$600,000 over three years. The not to exceed limits in the agreements have been established to meet NCPA's needs as well as the potential conference and event management needs of the signatories to the Shared Services Agreement which include NCPA members, the Southern California Public Power Authority (SCPPA) and SCPPA members. NCPA expenditures for these services is limited to the amount authorized for conference/event planning by the NCPA Commission in the agency's annual budget. For FY19, \$120,000 was allocated for this purpose, and this amount was offset and made available by reductions in departmental staffing elsewhere. Under these agreements, \$80,000 a year in conference and event planning services will be available for use by NCPA members, SCPPA, and SCPPA members, and use of these agreements by these parties will not result in costs to NCPA.

Consent Items pulled for discussion: _____

CLOSED SESSION (10:30 – 10:45 am)

19. **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.
20. **Conference with Labor Negotiators and Public Employee Performance Evaluation** – Pursuant to Government Code Section 54957.6: *Agency Labor Representatives*: NCPA Executive Committee Members and Human Resources Manager Vicki Cichocki. Pursuant to California Government Code Section 54957: *Performance Evaluation*: Unrepresented Public Employee: General Counsel.

DISCUSSION / ACTION ITEMS (10:45 – 11:00 am)

21. **Resolution 18-33, General Counsel Salary Increase; Approval of First Amendment to Employment Agreement** – adopt resolution by all Members approving the First Amendment to the Employment Agreement with the General Counsel. Additionally, the Executive Committee requests the Commission authorize the Chair of the Commission to execute the First Amendment to the Employment Agreement with the General Counsel and approve the General Counsel's Performance Goals for 2018.
Fiscal Impact: There is no fiscal impact to the Executive Services Salaries and Benefits account, and the cost associated with the General Counsel's compensation change is covered within the current fiscal year budget.
22. **Resolution 18-39, Siemens Energy, Inc. – Five Year Multi-Task General Services Agreement for T3000 maintenance and support services; Applicable to the following projects: NCPA Lodi Energy Center and Geothermal Facility Locations, City of Redding and City of Roseville** – adopt resolution by all Members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Siemens Energy, Inc. for T3000 maintenance and support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,500,000 over five years for use at NCPA Lodi Energy Center (LEC) and Geothermal (GEO) facilities as well as the City of Redding and the City of Roseville.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$3,500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

NEW BUSINESS

ADJOURNMENT



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Minutes - DRAFT

To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: April 26, 2018, NCPA Commission Meeting

1. *Call Meeting to Order and Introductions*

Chair Bob Lingl called the meeting to order at 9:48 am at NCPA's Roseville Office, 651 Commerce Drive, Roseville, California. A quorum was present. Introductions were made. Those in attendance are shown on the attached attendance list.

2. *Approve Minutes of the March 22, 2018, Regular Commission Meeting and the April 18, 2018, Special Commission Meeting*

Motion: A motion was made by Basil Wong and seconded by Bonnie Gore to approve the Minutes of the *March 22, 2018, Regular Commission Meeting and the April 18, 2018, Special Commission Meeting*. The motion carried unanimously on a voice vote of those members present.

PUBLIC FORUM

Chair Lingl asked if any members of the public were present who would like to address the Commission on the agenda items. No members of the public were present.

REPORTS AND COMMITTEE UPDATES

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

General Manager Randy Howard reported:

- Gave an update on NCPA's Support and Shared Services Agreements and provided a copy of the monthly status report.
- Provided a copy of the job announcement brochure for the position of Assistant General Manager of Power Management at NCPA. As mentioned at the last meeting, the search process to fill this position is being managed internally, rather than through an outside firm.
- During the month of May, several Agency employees are participating in the *Walk a Mile a Day in May Challenge*. Each day that an employee walks a consecutive mile, the employee will be given a ticket. At the end of the month, one lucky employee will be awarded a new Fitbit.

- Annual Member Visit Update: NCPA’s Assistant General Managers and General Counsel are meeting with each Member Commissioner and staff as an opportunity to discuss current activities and potential needs from NCPA. The Management Team’s next meeting is schedule on May 4 with the City of Lompoc.
- Participating in the CAISO EIM Nominating Committee Interview Panel next month to conduct interviews to fill vacant seats on the CAISO EIM Governing Board.
- The FERC Technical Conference is scheduled the first week of May to discuss local transmission planning issues within the CAISO. NCPA Assistant General Manager Dave Dockham is planning to attend the workshop.

4. *Executive Committee*

Committee Chair Bob Lingl reported that the Committee met once since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel, discussed New Hometown Connections membership (item 19 on today’s agenda), and approved the location for the 2020 NCPA Annual Conference that will be at the Silverado Resort in Napa.

5. *Facilities Committee*

Assistant General Manager Dave Dockham reported the Committee met once since the last Commission meeting. The Committee met and discussed items 13-18 on today’s Agenda. The Committee recommended Commission approval of all items. The Committee also heard a report on the Steam Field Operations Forecast that will be brought to the Commission for approval in May or June.

6. *Finance Committee*

Assistant General Manager Monty Hanks reported that the Committee did not meet since the last Commission meeting. The next Committee meeting is scheduled on May 8.

7. *Legal Committee*

General Counsel Jane Luckhardt reported that the Committee did not meet since the last Commission meeting.

8. *Legislative & Regulatory Affairs Committee*

Committee Chair Teresa O’Neill reported the Committee did not meet, but provided an update on Legislative & Regulatory events and activities. Gave an overview of the NCPA/NWPPA Federal Policy Conference program that was held in Washington, DC last week. Commission Chair Bob Lingl thanked NCPA staff for their efforts during the conference and those NCPA Members that attended. The next Committee meeting is scheduled on May 23 at NCPA’s Roseville office.

9. *Members’ Announcements & Meeting Reporting*

Bob Ling, **Lompoc**, Tikan Singh was named interim Utility Director.

Teresa O’Neill, **Santa Clara**, read the story line for this month’s 50th Anniversary commemorative pin that was provided to the Commission. This month’s pin was about the Lodi Energy Center.

CONSENT CALENDAR

Prior to the roll call vote to approve the Consent Calendar, the Commissioners were polled to determine if any member wished to pull an item or abstain from one or more items on the Consent Calendar. No items were pulled for Discussion/Action.

Motion: A motion was made by Elizabeth Kirkley and seconded by Madeline Deaton to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 15, 16, 17, and 18. The motion carried by a majority of those members present on a roll call vote with the abstentions noted below for each item. *San Francisco BART and Gridley were absent.*

10. ***NCPA's Financials for the Months Ended March 31, 2018*** – approval by all members.
11. ***Treasurer's Report for the Months Ended March 31, 2018*** – accept by all members.
12. ***Sale of Disposal of Surplus Property*** – note and file by all members for the disposal of 2 portable air compressors, 1997 Ford F800 boom truck, 2000 Ford E-350 van, 1999 snorkel man left, 1997 Ford Ranger, 1999 Ford Ranger, 2004 Ford E-350 with utility bed, office furniture, 23 iPhones, and 2 black and white copies.
Fiscal Impact: This report has no direct impact to the Agency.
13. ***Resolution 18-26, Decommission Funding for the Geothermal Facilities*** – adopt resolution by all members stating that the collection of funds for the decommissioning of the geothermal facilities be modified based on the 2016 Decommission Study. The recommendation is to continue the current funding schedule (\$1,578,823 per fiscal year) based on the 2006 estimate through FY 2024. Starting in FY 2025, decommission funding will increase to a flat rate of \$2,417,081 per fiscal year through FY 2058.
Fiscal Impact: Acceptance of this recommendation will increase decommission funding from \$1,578,823 to \$2,417,081 (difference of \$838,258) each fiscal year starting in FY 2025 and continuing through FY 2058. Funding has been included in the current fiscal year budget and is available in the Generation Services, Geothermal account for this purpose. Cost allocation will be based on project participation percentages.
Port of Oakland, Redding, Shasta Lake, and Truckee Donner abstained.
14. ***Resolution 18-27, Halliburton Energy Services, Inc. – Five Year Multi-Task General Services Agreement for well related services; Applicable to the following projects: All NCPA Facility Locations, Members, 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 Halliburton Energy Services, Inc. for well 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, its Members, by the Southern California Public Power Authority (“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 to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.
Port of Oakland and Truckee Donner abstained.

15. **Resolution 18-28, Leidos Engineering, LLC – Five Year Multi-Task Professional Services Agreement for Engineering Services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Five Year Multi-Task Professional Services Agreement with Leidos Engineering, LLC for transmission and distribution design and engineering services, with any non-substantial changes recommended and approved by NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by the Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority (“SCPAA”), and SCPAA Members.
Fiscal Impact: This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place other enabling agreements for similar services with Burns & McDonnell and Power Engineers, Inc. NCPA seeks bids from as many qualified providers as possible whenever services are needed. 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.
16. **Resolution 18-30, TNG Energy Services – Five Year Multi-Task General Services Agreement to service wellhead valves and other associated equipment as part of NCPA’s preventive maintenance and continuing operations; Applicable to the following projects: Geysers Geothermal Facilities only** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with TNG Energy Services for labor, materials and tools to service wellhead valves and other associated equipment as part of NCPA’s preventive maintenance and continuing operations, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$750,000 over five years, for use at the Geysers Geothermal Facilities.
Fiscal Impact: This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place other agreements for similar services with Northern Industrial Construction and Danick Mechanical, Inc. NCPA seeks bids from as many qualified providers as possible whenever services are needed. 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.
Port of Oakland and Shasta Lake abstained.
17. **Resolution 18-31, TNT Industrial Contractors, Inc. – Five Year Multi-Task General Services Agreement for general T&M maintenance services; Applicable to the following projects: All NCPA Facility Locations, Members, 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 TNT Industrial Contractors, Inc. for general T&M maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000.00 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPAA”), or by SCPAA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$2,000,000.00 over five years, to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.
Port of Oakland abstained.

18. **Resolution 18-32, Approval of Letter of Agreement 18-SNR-02130** – adopt resolution by all members approving the Letter of Agreement 18-SNR-02130, and authorize the General Manager of NCPA to execute Letter of Agreement 18-SNR-02130, on behalf of NCPA, including any non-substantive modifications to Letter of Agreement 18-SNR-02130 approved by NCPA’s General Counsel.

Fiscal Impact: Costs associated with entering into Letter of Agreement 18-SNR-02130 are estimated to be less than \$10,000 for the term of the agreement, and will be allocated according to Base Resource percentages of the represented members. NCPA’s administrative costs for development and administration of the agreement will be allocated to members in accordance with approved cost allocation methodologies as described the NCPA annual budget.

Port of Oakland, Shasta Lake and Truckee Donner abstained.

DISCUSSION/ACTION ITEMS

19. **Resolution 18-24, Hometown Connections, Inc. – Become an initial Member of Hometown Connections, Inc. (HCI), Pay Membership Fee, Appoint NCPA’s Representative and Alternate Representative, and Provide Financial and Accounting Support Services to HCI** – adopt resolution by all members authorizing the General Manager or his designee to make payment for the buy in amount required to become an initial Member of Hometown Connections, Inc., (HCI). The buy in amount shall not exceed \$265,000, and shall include the following political subdivisions or governmental instrumentalities, as approved by their governing bodies (collectively “Joint Action Entities”): Alabama Municipal Electric Authority (AMEA) American Municipal Power, Inc. (AMP Ohio) MPUA Resource Services Corporation (MPUA RSC) Northern California Power Agency (NCPA) Vermont Public Power Supply Authority (VPPSA).

NCPA Staff recommends that the Commission designate the following persons to serve as the Representative and Alternative Representative on the HCI Board of Directors (“Board”) for NCPA, and that they shall serve until his or her successor is appointed by NCPA or until his or her earlier death, resignation, inability to serve, removal, or disqualification:

NCPA

Representative: Randy S. Howard, General Manager

Alternative Representative: Monty Hanks, Chief Financial Officer

NCPA Staff recommends that the Commission approve NCPA Staff participation as officers on the Board, support the Board of Directors election of Randy S. Howard to serve as the Chair of the Board and Monty Hanks to serve as Chief Financial Officer for a term of two years, and support all duties and responsibilities thereof.

NCPA Staff also recommends that the Commission authorize the General Manager or his designee to enter into an agreement to provide financial and accounting support services to HCI with any non-substantial changes as approved by NCPA General Counsel, which HCI Board of Directors has approved to not exceed \$25,000 one-time set-up fee, an annual audit and tax filing fee of approximately \$17,500, and a monthly fee of approximately \$2,750, which shall escalate annually and increase with increased activity.

Fiscal Impact: Total cost of the initial membership is \$265,000. This project was not included in the current fiscal year budget however funds are available in the General Manager’s budget to fund this project. Cost allocation will be based on 50/50 participation percentages; 50% based on size allocation and 50% equally shared. No additional budget augmentation is being requested with this approval.

NCPA General Manager Randy Howard explained that staff was tasked to explore options of expanding services that NCPA provides to its Members to minimize additional direct cost caused by increasing staff and PERs liability at NCPA for those services. The one time buy-in of \$265,000 required to become an initial member was explained, as well as the appointment of officers and representatives to HCI's Board and the agreement with NCPA to provide financial and accounting support services. Staff mentioned that the agreement for financial and accounting support will not require the hiring of additional NCPA staff. The Commission discussed the allocation of time for Mr. Howard and Mr. Hanks, and how often the Board will meet. The Board will meet quarterly at HCI's headquarters in Denver. Also discussed the responsibility of the other Joint Action Entities, e.g., the marketing services, training, AMI program, legal services, etc. Each Joint Action Entity will have a specific role and responsibility unique to their services.

Motion: A motion was made by Ed Shikada and seconded by Mel Grandi to adopt resolution to: 1) authorizing the General Manager or his designee to make payment for the buy in amount required to become an initial Member of Hometown Connections, Inc., (HCI). The buy in amount shall not exceed \$265,000, and shall include the following political subdivisions or governmental instrumentalities, Alabama Municipal Electric Authority (AMEA), American Municipal Power, Inc. (AMP Ohio), MPUA Resource Services Corporation (MPUA RSC), Northern California Power Agency (NCPA), and Vermont Public Power Supply Authority (VPPSA) (collectively "Joint Action Entities"); 2) designate the following persons to serve as the Representative and Alternative Representative on the HCI Board of Directors ("Board") for NCPA, and that they shall serve until his or her successor is appointed by NCPA or until his or her earlier death, resignation, inability to serve, removal, or disqualification: NCPA Representative Randy S. Howard, General Manager, and NCPA Alternative Representative Monty Hanks, Chief Financial Officer; 3) approve NCPA Staff participation as officers on the Board, support the Board of Directors election of Randy S. Howard to serve as the Chair of the Board and Monty Hanks to serve as Chief Financial Officer for a term of two years, and support all duties and responsibilities thereof; and 4) authorize the General Manager or his designee to enter into an agreement to provide financial and accounting support services to HCI with any non-substantial changes as approved by NCPA General Counsel, which HCI Board of Directors has approved to not exceed \$25,000 one-time set-up fee, an annual audit and tax filing fee of approximately \$17,500, and a monthly fee of approximately \$2,750, which shall escalate annually and increase with increased activity. Motion carried by majority on a roll call vote of those members present.

San Francisco BART and Gridley were absent.

20. **Resolution 18-25, Approval of Fiscal Year 2019 Annual Budget** – adopt resolution by all members approving the FY 2019 Annual Budget and Working Capital Deposit and Funding Requirement as outlined in Resolution 18-25 and as detailed in the attached budgetary support and Annual Budget document.

Fiscal Impact: The Executive Summary section of the budget document contains an analysis of the overall budget. Total proposed annual budget cost for FY 2019 is approximately \$363.5 million, which represents an increase of 0.35% or a 1.3 million dollar increase over the FY 2018 budget as summarized in the attached schedule. Allocation of the FY2019 Annual Budget between members and LEC participants are based on participation levels in NCPA programs and projects and the approved cost allocations. Final funding allocation for each member is attached to this staff report and shown on page 137 of the budget document.

The total calculated FY 2019 Working Capital Deposit and Funding Requirements for the Annual Budget has increased \$55,658 or 0.58%. The increase is primarily from higher transmission costs due to increased generation. The attached schedule shows each participant's Additional Requirement Charge or (Refund). The Additional Requirement Charge will be billed on the next ARB following Commission approval, and Refunds of credit amounts will likewise be deposited into the applicable participant's individual GOR account.

Assistant General Manager/CFO Monty Hanks gave a presentation on the major changes to the proposed annual budget for Fiscal Year 2019. The Legislative & Regulatory Affairs Committee, the Facilities Committee and the Lodi Energy Center Project Participants Committee have recommended approval of their proposed budgets.

Motion: A motion was made by Madeline Deaton and seconded by Bonnie Gore to adopt resolution approving the Fiscal Year 2019 Annual Agency Budget. The motion carried by a majority on a roll call vote of those members present.

San Francisco BART, Gridley and Port of Oakland were absent.

21. **Resolution 18-29, Siemens Energy, Inc. – Change Order No. 1 to Long Term Maintenance Program Agreement; Applicable to the following projects: Lodi Energy Center** – adopt resolution by all members authorizing the General Manager or his designee to execute Change Order No. 1 to the Long Term Maintenance Program Agreement with Siemens Energy, Inc., with any non-substantial changes recommended and approved by the NCPA General Counsel for use at the Lodi Energy Center facility.

Fiscal Impact: This Change Order No. 1 will add \$12,720,190 of work to the scope, and will save the members approximately \$990,362.00 per year due to a negotiated reduction in the unit price rate.

Assistant General Manager Ken Speer gave a presentation on Change Order No. 1 to the Long Term Maintenance Program Agreement with Siemens Energy.

Motion: A motion was made by Teresa O'Neill and seconded by Mel Grandi to adopt resolution authorizing the General Manager or his designee to execute Change Order No. 1 to the Long Term Maintenance Program Agreement with Siemens Energy, Inc., with any non-substantial changes recommended and approved by the NCPA General Counsel for use at the Lodi Energy Center facility. The motion carried by a majority on a roll call vote of those members present.

Palo Alto, Port of Oakland, Redding and Truckee Donner abstained. San Francisco BART and Gridley were absent.

INFORMATION ITEMS

22. **Hydroelectric Owners / Operator Responsibilities** – update and staff presentation.

NCPA Hydro Staff Jake Eymann provided a presentation on NCPA's responsibility as a dam owner/operator and potential industry implications from the 2017 Department of Water Resources Oroville Spillway incident.

23. **Hydrology Report** – update and staff presentation.

Assistant General Manager Ken Speer gave a brief presentation on the hydrology at NCPA's hydroelectric project.

CLOSED SESSION

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

24. **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.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the meeting.

REPORT FROM CLOSED SESSION

Closed Session Disclosure: General Counsel Jane Luckhardt stated no reportable action was taken on closed session item 24.

NEW BUSINESS

Chair Lingl recognized those that have an April birthday.

ADJOURNMENT

The April 26, 2018, Commission meeting was adjourned at 11:30 am.

Respectfully submitted,

CARY A. PADGETT
Assistant Secretary to the Commission

Attachments

**Northern California Power Agency
Commission Meeting of April 26, 2018
COMMISSIONER
Attendance List**

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

MEMBER	NAME
1 - ALAMEDA	<i>Madelin Weston</i>
2 - BIGGS	<i>Roger J. Burt</i>
3 - GRIDLEY	
4 - HEALDSBURG	<i>T. J.</i>
5 - LODI	<i>David Kirkley</i>
6 - LOMPOC	<i>B. C. J.</i>
7 - PALO ALTO	<i>R. S.</i>
8 - PORT OF OAKLAND	<i>Dave W. J.</i>
9 - PLUMAS-SIERRA REC	<i>Shirley B. J.</i>
10 - REDDING	<i>Kristen J. J.</i>
11 - ROSEVILLE	<i>Bonnie Gore</i>
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	<i>Teresa O'Neill</i>
14 - Shasta Lake	<i>Tamos Tafefiana</i>
15 - TRUCKEE DONNER	<i>Stephen Hallabach</i>
16 - UKIAH	<i>M. J. J.</i>



CONSENT CALENDAR

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

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

CONSENT CALENDAR ROLL-CALL APPROVAL

Commission Meeting Date: 4/26/18

Consent Items Listed on the Agenda: # 10 to # 18

Consent Items Removed from the Agenda and Approved Separately:

Ø

ROLL-CALL VOTE BY MEMBERS: Lodi / Alameda

Member	Item Numbers Abstained	Vote	Absent
Alameda		X	
BART			X
Biggs		X	
Gridley			X
Healdsburg		X	
Lodi		X	
Lompoc		X	
Palo Alto		X	
Port of Oakland	13, 14, 16, 17	X	
Redding	13, 18	X	
Roseville		X	
Santa Clara		X	
Shasta Lake	13, 16, 18	X	
Truckee Donner	13, 14, 18	X	
Ukiah		X	
Plumas-Sierra		X	

ATTEST: Cary A. Padgett
 Cary A. Padgett
 Assistant Secretary to the Commission


**Northern California Power Agency
ROLL CALL VOTE**

Topic: Resolution 18.24

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	Y		
BART			X
Biggs	Y		
Gridley			X
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Plumas-Sierra	Y		
Port of Oakland	Y		
Redding	Y		
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	Y		

Passed and adopted this 26th day of April 2018, by the above vote on roll call.

BOB LINGL
Commission Chair

ATTEST: 

CARY A. PADGETT
Assistant Secretary

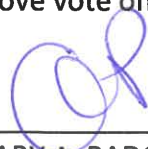
**Northern California Power Agency
ROLL CALL VOTE**

Topic: Resolution 18-25

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	<u>Y</u>	<u> </u>	<u> </u>
BART	<u> </u>	<u> </u>	<u>X</u>
Biggs	<u>Y</u>	<u> </u>	<u> </u>
Gridley	<u> </u>	<u> </u>	<u>X</u>
Healdsburg	<u>Y</u>	<u> </u>	<u> </u>
Lodi	<u>Y</u>	<u> </u>	<u> </u>
Lompoc	<u>Y</u>	<u> </u>	<u> </u>
Palo Alto	<u>Y</u>	<u> </u>	<u> </u>
Plumas-Sierra	<u>Y</u>	<u> </u>	<u> </u>
Port of Oakland	<u> </u>	<u> </u>	<u>X</u>
Redding	<u>X</u>	<u> </u>	<u> </u>
Roseville	<u>Y</u>	<u> </u>	<u> </u>
Santa Clara	<u>Y</u>	<u> </u>	<u> </u>
Shasta Lake	<u>Y</u>	<u> </u>	<u> </u>
Truckee Donner	<u>Y</u>	<u> </u>	<u> </u>
Ukiah	<u>Y</u>	<u> </u>	<u> </u>

Passed and adopted this 26th day of April 2018, by the above vote on roll call.

BOB LINGL
Commission Chair

ATTEST: 

CARY A. PADGETT
Assistant Secretary

**Northern California Power Agency
ROLL CALL VOTE**

Topic: Resolution 18.29

	<u>VOTE</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alameda	<u>Y</u>	<u></u>	<u></u>
BART	<u></u>	<u></u>	<u>X</u>
Biggs	<u>Y</u>	<u></u>	<u></u>
Gridley	<u></u>	<u></u>	<u>X</u>
Healdsburg	<u>Y</u>	<u></u>	<u></u>
Lodi	<u>Y</u>	<u></u>	<u></u>
Lompoc	<u>X</u>	<u></u>	<u></u>
Palo Alto	<u>/</u>	<u>X</u>	<u></u>
Plumas-Sierra	<u>Y</u>	<u></u>	<u></u>
Port of Oakland	<u></u>	<u>X</u>	<u></u>
Redding	<u></u>	<u>X</u>	<u></u>
Roseville	<u>Y</u>	<u></u>	<u></u>
Santa Clara	<u>X</u>	<u></u>	<u></u>
Shasta Lake	<u>Y</u>	<u></u>	<u></u>
Truckee Donner	<u></u>	<u>X</u>	<u></u>
Ukiah	<u>Y</u>	<u></u>	<u></u>

Passed and adopted this 26th day of April 2018, by the above vote on roll call.

BOB LINGL
Commission Chair

ATTEST:



CARY A. PADGETT
Assistant Secretary



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: May 24, 2018
To: NCPA Commission
Subject: May 2, 2018 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

Date: May 3, 2018
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: May 2, 2018 Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Mike Brozo at 9:04 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Hanger, Sarah Libua, and Debbie Whiteman (Alameda), Mark Sorensen (Biggs), Tikan Singh (Lompoc), Jonathan Abendschien and Jim Stack (Palo Alto), and, Steve Hance and Kathleen Hughes (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Gridley, Healdsburg, Port of Oakland, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

- 2. Approve minutes from the April 4, 2018 Facilities Committee Meeting** – After Committee review, a slight change was made to the minutes under item 15. A motion was made by Shannon McCann and seconded by Alan Hanger recommending approval of the April 4, 2018 Facilities Committee Meeting Minutes. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.
- 3. NCPA Geothermal Facility – Steam Field Operations Forecast Report** – Staff reviewed the 2018 Steam Field Operations Forecast Report, and was seeking a recommendation for Commission approval of the 2018 Steam Field Operations Forecast Report dated April 2018, including approval regarding the market power price at which to curtail the load at the NCPA Geothermal facilities, as the Geothermal Operating Protocol effective July 1, 2018, and remaining in effect until replaced by the Commission. A draft Commission Staff Report, with Resolution were available for review, as well as the 2018 Steam Field Operation and Generation Forecast report.

Motion: A motion was made by Shannon McCann and seconded by Jiayo Chiang recommending Commission approval of the 2018 Steam Field Operations and Forecast Report

dated April 2018 as the Geothermal Operating Protocol effective July 1, 2018. This Operating Protocol is to remain in effect until replaced by the Commission. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Palo Alto. The motion passed.

- 4. All Generation Services Facilities – Chemical Waste Management Inc. ISA** – Staff provided background information, and was seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with Chemical Waste Management, Inc. for industrial waste disposal services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report, with Resolution, and draft agreement were available for review.

Motion: A motion was made by Jiayo Chiang and seconded by Shannon McCann recommending Commission approval authorizing the General Manager or his designee to enter into an Industrial Waste & Disposal Services Agreement for disposal at the Kettleman Hills Landfill location, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over three years for use at all NCPA Generation Services facilities. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Palo Alto. The motion passed.

- 5. All Generation Services Facilities – Univar USA Inc. MTGSA** – Staff provided background information and was seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with Univar USA, Inc. for the purchase of chemicals, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report with Resolution, and draft agreement were available for review.

Motion: A motion was made by Shannon McCann and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Agreement For Purchase Of Equipment, Materials and Supplies for the purchase of various chemicals, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years for use at all NCPA Plant Facilities – Geysers Geothermal, Hydro and Lodi. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Palo Alto. The motion passed.

- 6. NCPA Combustion Turbine Facilities – CT2 Outage Update** – Staff reviewed the project outage status for the CT2 unit. During the April outage, the LM5000 underwent a borescope inspection, the first one since 2011. A critical problem was identified with the stage 4 vane bumper, which could causing engine failure and needs to be fixed. Other problems were also identified included oil staining, cracks in the cooling tubes, nut clearance, and corrosion. The turbine will stay behind while the rest is sent to Bakersfield for repairs. Air New Zealand will perform service based on bulletin LM5000-IND-0220, replacing the LPC coupling nut, and changing the material to prevent stress corrosion cracking. The total cost for repairs is \$93,000, with the unit returning to service May 15. Money is in the CT2 account for servicing this unit.
- 7. NCPA Geothermal and Combustion Turbine Facilities, City of Redding, City of Roseville – Siemens Energy, Inc. MTGSA** – Staff provided background information and was seeking a

recommendation for Commission approval of a Multi-Task General Services Agreement with Siemens Energy, Inc. for T3000 maintenance and support, with a not to exceed amount of \$3,500,000, for use at NCPA Geothermal and Combustion Turbine facilities, and for use at the City of Redding and the City of Roseville. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report with Resolution, and draft agreement were available for review.

Motion: A motion was made by Shannon McCann and seconded by Alan Hanger recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Agreement with Siemens Energy, Inc. for T3000 maintenance and support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,500,000 over five years for use at NCPA Lodi Energy Center (LEC) and Geothermal (GEO) facilities as well as the City of Redding and the City of Roseville. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Plumas-Sierra, Roseville, and Santa Clara. ABSTAIN = Palo Alto. The motion passed.

- 8. All Generation Services Facilities, Members, SCPPA – Bay Cities Pyrotector, Inc. MTGSA** – Staff provided background information and was seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with Bay Cities Pyrotector, Inc. for fire system maintenance services, with a not to exceed amount of \$500,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report with Resolution, and draft agreement were available for review.

Motion: A motion was made by Jiayo Chiang and seconded by Mike Brozo recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Agreement with Bay Cities Pyrotector, Inc. for fire system maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPE”), or by SCPPE Members. A vote was taken by roll call: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

- 9. All Generation Services Facilities, Members, SCPPE – Fossil Energy Research Corporation MTGSA** – Staff provided background information and was seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with Fossil Energy Research Corporation for catalyst testing, ammonia grid tuning, and engineering support services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPE, and SCPPE Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report with Resolution, and draft agreement were available for review.

Motion: A motion was made by Shannon McCann and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Fossil Energy Research Corp. for catalyst testing, ammonia grid tuning, and engineering support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPE”), or by SCPPE

Members. YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

- 10. All Generation Services Facilities, Members, SCPPA – ECORP Consulting, Inc. MTCSA –** Staff provided background information and was seeking a recommendation for Commission approval of a Multi-Task Consulting Services Agreement with ECORP Consulting, Inc., for forecasting/modeling and environmental regulatory compliance assistance, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, its Members, SCPPA, and SCPPA Members. All purchase orders issued pursuant to the agreement will be charged against approved Annual Operating Budgets. A draft Commission Staff Report with Resolution, and draft agreement were available for review.

Motion: A motion was made by Shannon McCann and seconded by Jonathan Abendschien recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with ECORP Consulting, Inc. for regulatory compliance advice and complex engineering modeling 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, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members. YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

- 11. NCPA Solar Project 1 – Informational Update –** Staff presented an informational update regarding the RFP for services to support site selection, screening, and development for Members participating in NCPA Solar Project 1, as well as a general project update.

Phase 1 of the project has been completed with 8 members showing serious interest. Phase 2 is currently in the works with the agreement approved by the Commission in February 2018. Execution includes initial site screening, preliminary development, financial engineering, project development, and solicitation and evaluation of PPA proposals. Burns and McConnell came in at the lowest cost for all sites across all phases, with scalable pricing that stays the same throughout the project. Additional costs will be decided for site visits, the geotechnical surveys, and CEQA filings.

Next steps include a kickoff meeting for committed participants and interested parties May 8, 2018 from 8:30 – 10:00 am. Interested parties will need to sign the Phase 2 Agreement, which include Phase 2A by May 31, and Phase 2B by June 30. Committed participants can begin work immediately. The project scope should be crystallized by September 2018, with the financial engineering beginning in earnest at that time as well.

- 12. NCPA Generations Services Plant Updates – Informational – Only –** Hydro staff reported there was a recent storm with extensive thunder and lightning between 2,000 – 5,000 feet in Tuolumne County. The storm did not affect the NCPA water shed. These type of storms are very common this time of year, and during the summer months in the Sierras.

- 13. Status of Insurance Claims Settlement Payments for Adit 4 and Beaver Creek –** Staff provided an update on the collection of payments for both these insurance claims. The General Manager has executed the Master Proof of Loss forms for \$1,770,036 (gross) for the Beaver Creek Reservoir Storm Damage Claim and \$2,600,000 (gross) for the Adit 4 Landslide Claim to settle and close both claims at the NCPA Hydroelectric Project. As of this meeting, NCPA has

received \$1m of the \$1.2m expected for the Beaver Creek Settlement from 6 out of the 8 underwriters, with two more payments still to come. NCPA has received \$1.62 of the \$2.1m expected for the Adit 4 Landslide Settlement with 5 out of the 8 underwriters sending payments. Three more payments are still to come for this claim. The reimbursements will be included in the year-end settlement process.

14. Planning and Operations Update –

- Services Update – Things are going well with Pioneer Community Energy. Staff is working on longer term procurement. East Bay Community Energy is scheduled to go live June 1. Efforts are also ramping up for San Jose Clean Energy to go live September 1.
- Dave Dockham is currently in Washington, DC attending the FERC Technical Conference for Order 890.
- There should be a settlement for TO18 by June or July. Any refunds that may result from the settlement will be applied to the TAC subsequent to the settlement.
- TO19 is still active, and TO20 will likely be filed in approximately a month.
- Interviews are scheduled for Engineer III/IV Position May 7.
- David Murillo, Regional Director, Mid-Pacific Region, from the Bureau of Reclamation announced his retirement. NCPA will be active in the new hiring process. Western Area Power Administration will also be hiring a new Senior VP/Sierra Nevada Regional Manager.

15. Schedule next meeting date – The next regular Facilities Committee Meeting is scheduled for June 6, 2018.

ADJOURNMENT

The meeting was adjourned by the Committee Chair at 10:43 am.

**Northern California Power Agency
 May 2, 2018 Facilities Committee Meeting
 Attendance List**

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

MEMBER	NAME
ALAMEDA	
BART	
BIGGS	
GRIDLEY	
HEALDSBURG	
LODI	<i>Melissa Price Jugo</i>
LOMPOC	
PALO ALTO	
PLUMAS-SIERRA REC	<i>Michael Brogi</i>
PORT OF OAKLAND	
ROSEVILLE	<i>[Signature]</i>
SANTA CLARA	
TID	
UKIAH	



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Commission Staff Report

AGENDA ITEM NO.: 6

Date: May 24, 2018
To: NCPA Commission
Subject: May 8, 2018 Finance Committee Meeting Minutes

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



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Minutes

To: NCPA Finance Committee
From: Trisha Zimmer
Subject: May 8, 2018 Finance Committee Meeting Minutes

- 1. Call Meeting to Order** – the meeting was called to order by Committee Chair David Hagele at 10:05am.
- 2. Roll Call** –The meeting attendees either present or participating remotely are as follows: Finance Committee representatives: David Hagele (Healdsburg), Melissa Price (Lodi), Philip McAvoy (Roseville), and Ann Hatcher (Santa Clara); NCPA Staff – Monty Hanks, Randy Howard, Sondra Ainsworth, Jane Luckhardt, Trisha Zimmer, as well as Mike Berwanger, Tyler Old, Jack Medall and Jim Carbone (PFM), and Marc Bauer (Orrick). Committee Representative Robert Orbeta from Alameda was absent. A quorum of the Committee was established.
- 3. Approve Minutes from the February 13, 2018 Finance Committee Meeting** – A motion was made by Melissa Price and seconded by David Hagele recommending approval of the February 13, 2018 Finance Committee meeting minutes. A vote was taken by roll call: YES = David Hagele (Healdsburg), Melissa Price (Lodi), Philip McAvoy (Roseville), Ann Hatcher (Santa Clara). The motion passed.

PUBLIC FORUM

Mr. Hagele asked if anyone wished to address the Committee on matters within the jurisdiction of the Committee. No one from the public was present at the site or at any of the teleconference locations.

REPORTS AND COMMITTEE ACTION ITEMS

- 4. Report of Current Financial Market Conditions or Issues**
Mike Berwanger provided a presentation on the current financial market conditions. The Fed continues to raise rates which results in the continued flattening of the yield curve. Market participants continue to call for an increase in interest rates. The Fed is expected to take two more actions this year. SIFMA and LIBOR have increased in step with the FOMC rate hikes. Short term tax-exempt rates have normalized following seasonal tax-time weakness. Municipal bond issuance was down 3% in April and is down 23% year-to-date

through the end of April. As a result of the increase in short term rates, NCPA Hydro 2008 A&B Bonds have also been resetting higher; however, they continue to trade well versus benchmarks and have been hedged with interest rate swaps. The refunding of the Hydroelectric Project 2008 Series C generated approximately \$7.8 million in present value savings, representing over 10% of refunded par.

5. Report on Natural Gas Pre-paid Bond Transactions

Mike Berwanger provided an explanation of the tax-exempt natural gas pre-payments which are an IRS approved financing tool that allows municipal utilities to achieve gas savings by using their access to tax exemption to pre-pay for natural gas. The discount on gas prices for these types of transactions range from \$0.25 to \$0.50 per MMBtu. Mr. Berwanger's presentation provided a conceptual pre-pay diagram. Goldman-Sachs has met with NCPA twice to discuss this option for the Agency. Staff, however, has concerns that LEC participants would not be willing to enter into a long-term transaction of this nature given the uncertainty of the PG&E transportation charge.

6. Baker Tilly Virchow Krause, LLP Multi-Task Professional Services Agreement

Staff asked that the Finance Committee accept staff's recommendation to move forward with seeking Commission approval of a two year Multi-Task Professional Services Agreement with Baker Tilly Virchow Krause for auditing services. The draft agreement was presented to the committee for review. Monty Hanks explained that this draft contains the same changes to the Agency's standard template that were approved by our general counsel as well as Baker Tilly in last year's one year Agreement with Baker Tilly. This agreement, however, has an increased not-to-exceed amount of \$500,000 and includes language that would allow NCPA members, SCPA and SCPA members to utilize Baker Tilly's services if they so choose. Provided there are no substantive changes by Baker Tilly as well as general counsel, staff will seek approval of this agreement at the May or June Commission meeting. There were no objections or concerns from the Committee members present and they support staff's recommendations.

NEW BUSINESS

7. Other Items of Interest to the Finance Committee

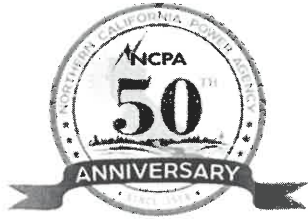
Monty Hanks informed the group that an updated report on the Agency's investment portfolios will be brought to the next Finance Committee scheduled for August.

8. Next Finance Committee Meeting

The next Finance Committee meeting is scheduled for August 14 at 10am.

ADJOURNMENT

Meeting was adjourned at 10:52am.



Commission Staff Report

May 16, 2018

COMMISSION MEETING DATE: May 24, 2018

SUBJECT: April 2018 Financial Report (Unaudited)

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval by all members

NOTICE:

The disbursements of the Northern California Power Agency for the month reported herein, will be approved at the May 24, 2018 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

The report of budget vs. actual costs and the unaudited April 2018 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 April 2018

Operations:

Geothermal	\$	1,363,026
Hydroelectric		3,364,610
CT#1 Combustion Turbines		606,980
CT#2 STIG		515,655
Lodi Energy Center		5,899,939
NCPA Operating		24,835,509
Total	\$	<u>36,585,719</u>

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED APRIL 30, 2018

PERCENT OF YEAR ELAPSED 83%

	This Month	Actual Year To-Date	FY 2018 Budget	% Used	
GENERATION RESOURCES					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 1,494,961	\$ 15,488,100	\$ 15,603,994	99%	(a)
Debt Service (Net)	3,188,179	31,881,792	38,258,150	83%	
Annual Budget Cost	4,683,140	47,369,892	53,862,144	88%	
Geothermal					
Other Plant Cost	2,033,428	20,089,012	27,184,263	74%	
Debt Service (Net)	411,312	4,113,119	4,935,743	83%	
Annual Budget Cost	2,444,740	24,202,131	32,120,006	75%	
Combustion Turbine No. 1	311,906	3,744,094	3,198,552	117%	(b)
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	71,675	949,290	834,641	114%	(c)
Other Plant Cost	129,976	1,814,228	2,095,083	87%	(c)
Debt Service (Net)	474,410	4,744,102	5,692,922	83%	
Annual Budget Cost	676,061	7,507,620	8,622,646	87%	
Lodi Energy Center					
Fuel	332,183	25,703,117	14,877,170	173%	(d)
Other Plant Cost	1,664,973	19,452,326	19,794,554	98%	(d)
Debt Service (Net)	2,181,150	21,932,921	26,416,640	83%	
Annual Budget Cost	4,178,306	67,088,364	61,088,364	110%	
Member Resources - Energy	4,625,036	43,901,074	53,389,034	82%	
Member Resources - Natural Gas	272,520	2,898,017	3,457,156	84%	
Western Resources	3,309,471	19,123,577	30,119,880	63%	
Market Power Purchases	4,309,706	30,384,875	19,318,025	157%	(e)
Load Aggregation Costs - CAISO	15,945,929	172,586,239	233,822,294	74%	
Net GHG Obligations	-	839,320	445,917	188%	(f)
	40,756,815	419,645,203	499,444,018	84%	
TRANSMISSION					
Independent System Operator					
Grid Management Charge	66,836	3,047,421	2,466,609	124%	(g)
Wheeling Access Charge	9,256,728	84,692,642	96,760,295	88%	(h)
Ancillary Services	468,895	3,250,526	2,639,380	123%	(i)
Other Charges	2,395,906	14,335,103	1,058,438	1354%	(j)
	12,188,365	105,325,692	102,924,722	102%	
MANAGEMENT SERVICES					
Legislative & Regulatory					
Legislative Representation	151,459	1,367,850	1,976,008	69%	
Regulatory Representation	86,775	548,111	837,639	65%	
Western Representation	40,965	423,001	829,636	51%	
Member Services	28,673	310,589	436,078	71%	
Judicial Action	32,158	600,156	625,000	96%	(k)

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED APRIL 30, 2018

PERCENT OF YEAR ELAPSED 83%

	This Month	Actual Year To-Date	FY 2018 Budget	% Used
Power Management				
System Control & Load Dispatch	449,886	4,528,919	5,864,452	77%
Forecasting, Planning, Prescheduling & Trading	185,814	1,959,575	2,647,017	74%
Industry Restructuring & Regulatory Affairs	24,433	245,771	424,174	58%
Contract Admin, Interconnection Svcs & External Affairs	65,290	691,232	1,151,828	60%
Green Power Project	190	1,853	17,746	10%
Gas Purchase Program	4,233	50,503	88,131	57%
Market Purchase Project	7,517	75,089	130,141	58%
Energy Risk Management	14,164	150,903	206,836	73%
Settlements	43,614	460,262	774,377	59%
Integrated Systems Support	5,108	71,478	318,562	22%
Participant Pass Through Costs	191,045	990,583	1,525,907	65%
Support Services	147,797	289,863	-	N/A
	1,479,121	12,765,738	17,853,532	72%
TOTAL ANNUAL BUDGET COST	54,424,301	537,736,633	620,222,272	87%
LESS: THIRD PARTY REVENUE				
Plant ISO Energy Sales	5,862,866	96,938,391	70,367,243	138% (l)
Load Aggregation Energy Sales	9,751,213	90,565,038	151,018,772	60%
Ancillary Services Sales	518,449	4,925,082	2,731,442	180% (m)
Western Resource Energy Sales	573,068	18,380,587	18,026,100	102% (n)
Other ISO Revenue	1,744,941	14,460,381	-	N/A
Transmission Sales	9,198	91,980	110,376	83%
Western Credits, Interest and Other Income	1,848,211	10,965,517	15,712,788	70%
	20,307,946	236,326,976	257,966,721	92%
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 34,116,355	\$ 301,409,657	\$ 362,255,551	83%

- (a) Increase in costs due to unbudgeted outside services related to the dredging of the Beaver Creek reservoir. It is anticipated that costs will be offset by insurance and FEMA proceeds.
- (b) Increase in costs due to greater than projected MWhs of generation. CT1 is at 877% of budgeted MWhs at 4/30/18. Fuel costs, CA ISO charges, and other variable costs have all increased as a result of increased generation.
- (c) Increase in costs due to greater than projected MWhs of generation. CT2 is at 702% of budgeted MWhs at 4/30/18. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (d) Increase in costs due to greater than projected MWhs of generation. LEC is at 276% of budgeted MWhs at 4/30/18. Fuel costs and CA ISO charges have increased as a result of increased generation.
- (e) Increase due to unbudgeted market purchases and NCPA contracts. Unbudgeted contracts include Gridley PV, Bart PV, as well as deals made after the FY18 budget including certain Powerex, Shell, and EDF deals.
- (f) Purchases made several months in advance. Increase primarily due to greater than anticipated GHG allowances purchased at auction for the City of Lodi.
- (g) Increase due to greater than projected MWhs of generation. See notes (b), (c), and (d).
- (h) Increase due to overestimated load served at high voltage point and overestimated member generation resulting in additional wheeling charges.
- (i) Increase due to greater than projected MWhs of generation. See notes (b), (c), and (d) and corresponding increase in ancillary services sales.
- (j) The large budget to actual variance is caused by unbudgeted CAISO costs including imbalance costs, neutrality allocations, congestion offsets, and other cost allocations. These costs are not budgeted due to their unpredictable nature.
- (k) Variance due to unbudgeted legal costs.
- (l) Variance due to higher than anticipated ISO energy sales for the Lodi Energy Center (LEC), CT1, CT2, and Hydro.
- (m) Increase due to greater than projected MWhs of generation. See notes (b), (c), (d), and (i) and corresponding increase in ancillary services costs.
- (n) Variance due primarily to \$1.43 million in unbudgeted displacement revenue.

COMBINED STATEMENTS OF NET POSITION**NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS****UNAUDITED**

	April 30,	
	2018	2017
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 21,591	\$ 45,539
Investments	45,759	30,039
Accounts receivable		
Participants	2	-
Other	566	251
Interest receivable	232	178
Inventory and supplies	9,981	9,688
Prepaid expenses	1,830	343
TOTAL CURRENT ASSETS	<u>79,961</u>	<u>86,038</u>
RESTRICTED ASSETS		
Cash and cash equivalents	51,594	45,968
Investments	180,825	182,145
Interest receivable	804	601
TOTAL RESTRICTED ASSETS	<u>233,223</u>	<u>228,714</u>
ELECTRIC PLANT		
Electric plant in service	1,504,088	1,501,569
Less: accumulated depreciation	(968,363)	(937,593)
	<u>535,725</u>	<u>563,976</u>
Construction work-in-progress	215	660
TOTAL ELECTRIC PLANT	<u>535,940</u>	<u>564,636</u>
OTHER ASSETS		
Regulatory assets	230,010	238,789
Other deposits and prepaids	-	54
Preliminary survey and investigation costs	9	-
TOTAL ASSETS	<u>1,079,143</u>	<u>1,118,231</u>
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	40,685	49,673
Pension deferrals	13,506	9,093
TOTAL DEFERRED OUTFLOWS OF RESOURCES	<u>54,191</u>	<u>58,766</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	<u>\$ 1,133,334</u>	<u>\$ 1,176,997</u>

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	April 30,	
	2018	2017
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 24,922	\$ 22,258
Member advances	1,068	993
Operating reserves	21,171	20,140
Current portion of long-term debt	41,210	39,090
Accrued interest payable	12,312	13,380
TOTAL CURRENT LIABILITIES	100,683	95,861
NON-CURRENT LIABILITIES		
Net pension liability	64,589	57,774
Operating reserves and other deposits	141,952	141,347
Interest rate swap liability	13,819	16,870
Long-term debt, net	704,524	747,746
TOTAL NON-CURRENT LIABILITIES	924,884	963,737
TOTAL LIABILITIES	1,025,567	1,059,598
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	71,415	71,775
Pension deferrals	4,460	6,599
TOTAL DEFERRED INFLOWS OF RESOURCES	75,875	78,374
NET POSITION		
Net investment in capital assets	(66,341)	(65,615)
Restricted	64,984	61,727
Unrestricted	33,249	42,913
TOTAL NET POSITION	31,892	39,025
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,133,334	\$ 1,176,997

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

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

UNAUDITED

	Ten Months Ended April 30,	
	2018	2017
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 305,473	\$ 280,373
Other Third-Party	166,573	104,859
TOTAL OPERATING REVENUES	472,046	385,232
OPERATING EXPENSES		
Purchased power	199,959	158,665
Operations	62,918	42,900
Transmission	112,256	84,120
Depreciation	25,812	25,629
Maintenance	16,585	12,597
Administrative and general	17,058	16,068
TOTAL OPERATING EXPENSES	434,588	339,979
NET OPERATING REVENUES	37,458	45,253
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(32,969)	(29,511)
Interest income	4,258	1,044
Other	6,570	12,182
TOTAL NON OPERATING EXPENSES	(22,141)	(16,285)
FUTURE RECOVERABLE AMOUNTS	(6,234)	(10,730)
REFUNDS TO PARTICIPANTS	(11,251)	(7,176)
INCREASE (DECREASE) IN NET POSITION	(2,168)	11,062
NET POSITION, Beginning of year	34,060	27,963
NET POSITION, Period ended	\$ 31,892	\$ 39,025

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

April 30, 2018

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	\$ 1	\$ -	\$ -	\$ 1	\$ 1	\$ 73	\$ -	\$ -	\$ 63	\$ 21,452
Investments	-	-	-	-	-	-	-	-	-	45,759
Accounts receivable	-	-	-	-	-	-	-	-	-	2
Participants	-	-	-	-	-	-	-	-	-	77
Other	-	-	-	-	-	-	-	-	-	187
Interest receivable	-	-	-	-	-	-	-	-	-	232
Inventory and supplies	4,744	1,079	642	1,405	2,111	-	-	-	-	9,981
Prepaid expenses	215	530	37	54	340	-	-	-	-	636
Due from Agency and other programs*	16,639	12,480	2,298	(1,331)	9,489	-	9,609	11,636	(60,820)	1,830
TOTAL CURRENT ASSETS	21,599	14,089	2,978	131	12,013	-	10,141	11,717	7,293	79,561
RESTRICTED ASSETS										
Cash and cash equivalents	6,692	7,062	2	-	5,392	-	14,467	-	-	51,594
Investments	21,563	48,912	5,031	-	34,231	-	14,114	-	-	180,825
Interest receivable	142	144	11	-	147	-	-	-	-	804
TOTAL RESTRICTED ASSETS	28,397	56,118	5,044	-	39,770	-	28,581	-	-	233,223
ELECTRIC PLANT										
Electric plant in service	570,032	394,778	64,843	36,513	423,802	7,736	-	675	5,709	1,504,088
Less: accumulated depreciation	(535,005)	(260,665)	(47,996)	(34,447)	(79,118)	(7,736)	-	(992)	(3,004)	(968,563)
	35,027	134,113	16,847	2,066	344,684	-	-	283	2,705	535,725
Construction work-in-progress	35,027	134,113	-	2,066	344,821	-	-	283	78	215
TOTAL ELECTRIC PLANT	35,027	134,113	16,847	2,066	344,821	-	-	283	2,783	535,940
OTHER ASSETS										
Regulatory assets	122	139,393	10,918	-	23,198	-	-	9	-	230,010
Preliminary survey and investigation costs	-	-	-	-	-	-	-	-	-	9
TOTAL ASSETS	85,145	343,713	35,787	2,197	419,802	-	38,722	12,009	141,768	1,079,143
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	1,830	37,935	920	-	-	-	-	-	-	40,685
Pension deferrals	1,830	37,935	920	-	-	-	-	-	-	13,506
TOTAL DEFERRED OUTFLOWS OF RESOURCES	1,830	37,935	920	-	-	-	-	-	-	54,191
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	86,975	381,648	36,707	2,197	419,802	-	38,722	12,009	155,274	1,133,334

* Eliminated in Combination

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

April 30, 2018

	GENERATING & TRANSMISSION RESOURCES										Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency		
LIABILITIES											
CURRENT LIABILITIES											
Accounts payable and accrued expenses	-	269	-	2	14	375	-	17,853	-	6,409	24,922
Member advances	791	-	-	-	-	-	-	-	277	-	1,068
Operating reserves	6,213	250	513	288	13,907	10,355	-	-	-	-	21,171
Current portion of long-term debt	4,250	22,610	3,995	-	10,355	6,328	-	-	-	-	41,210
Accrued interest payable	230	5,330	424	-	6,328	-	-	-	-	-	12,312
TOTAL CURRENT LIABILITIES	11,484	28,459	4,934	302	30,965	17,853	-	17,853	277	6,409	100,683
NON-CURRENT LIABILITIES											
Net pension liability	-	-	-	-	-	-	-	-	-	64,589	64,589
Operating reserves and other deposits	19,307	16,611	-	-	1,716	-	-	28,626	-	75,308	141,952
Interest rate swap liability	-	13,819	-	-	-	340,589	-	-	-	-	13,819
Long-term debt, net	24,519	309,158	30,258	-	-	-	-	-	-	-	704,524
TOTAL NON-CURRENT LIABILITIES	43,826	339,588	30,258	-	342,305	28,626	-	28,626	384	139,897	924,884
TOTAL LIABILITIES	55,310	368,047	35,192	302	373,270	46,479	-	46,479	661	146,306	1,025,567
DEFERRED INFLOWS OF RESOURCES											
Regulatory credits	19,523	4,116	949	2,226	41,152	-	-	-	283	3,166	71,415
Pension deferrals	-	-	-	-	-	-	-	-	-	4,460	4,460
TOTAL DEFERRED INFLOWS OF RESOURCES	19,523	4,116	949	2,226	41,152	-	-	-	283	7,626	75,875
NET POSITION											
Net investment in capital assets	(5,361)	(33,636)	(6,475)	-	(21,705)	-	-	-	-	836	(66,341)
Restricted	7,973	30,092	4,620	-	22,285	-	-	-	9	5	64,984
Unrestricted	9,530	13,029	2,421	(331)	4,800	-	(7,757)	-	11,056	501	33,249
TOTAL NET POSITION	12,142	9,485	566	(331)	5,380	-	(7,757)	-	11,065	1,342	31,892
TOTAL LIABILITIES DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 86,975	\$ 381,648	\$ 36,707	\$ 2,197	\$ 419,802	\$ -	\$ 38,722	\$ 12,009	\$ 155,274	\$ 1,133,334	

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

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

For the Ten Months Ended April 30, 2018

	GENERATING & TRANSMISSION RESOURCES										Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency			
OPERATING REVENUES												
Participants	\$ 2,093	\$ 16,318	\$ 5,250	\$ 1,019	\$ 19,435	\$ -	\$ 244,977	\$ 15,925	\$ 456	\$ -	\$ 305,473	
Other Third-Party	24,321	25,431	1,168	2,155	49,051	-	58,238	6,209	-	-	166,573	
TOTAL OPERATING REVENUES	26,414	41,749	6,418	3,174	68,486	-	303,215	22,134	456	-	472,046	
OPERATING EXPENSES												
Purchased power	293	2,401	346	333	4,235	-	192,351	-	-	-	199,959	
Operations	12,561	3,212	1,469	1,568	33,704	-	2,898	7,506	-	-	62,918	
Transmission	274	(75)	(15)	6	777	-	111,285	4	-	-	112,256	
Depreciation	3,248	8,103	1,839	152	12,177	-	-	34	-	-	25,812	
Maintenance	3,880	7,143	442	1,259	3,757	-	-	104	-	-	16,585	
Administrative and general	4,120	3,641	585	627	3,547	-	-	5,749	-	-	17,058	
Intercompany (sales) purchases, net*	(523)	213	51	88	230	-	-	(59)	-	-	-	
TOTAL OPERATING EXPENSES	23,853	24,638	4,717	4,033	58,427	-	306,534	13,338	(952)	-	434,588	
NET OPERATING REVENUES	2,561	17,111	1,701	(859)	10,059	-	(3,319)	8,796	1,408	-	37,458	
NON OPERATING (EXPENSES) REVENUES												
Interest expense	(584)	(17,309)	(2,412)	-	(12,664)	-	-	-	-	-	(32,969)	
Interest income	617	666	16	-	613	-	638	41	-	-	4,258	
Other	20	2,902	1,200	-	2,099	-	-	44	-	-	6,570	
TOTAL NON OPERATING (EXPENSES) REVENUES	53	(13,741)	(1,196)	-	(9,952)	-	638	85	-	-	(22,141)	
FUTURE RECOVERABLE AMOUNTS	(612)	(6,616)	(553)	-	1,546	249	-	-	(248)	-	(6,234)	
RETURNS TO PARTICIPANTS	(2,933)	(1,066)	(151)	428	(2,481)	-	(1,308)	(2,308)	(1,432)	-	(11,251)	
INCREASE (DECREASE) IN NET POSITION	(931)	(4,312)	(199)	(431)	(828)	249	(3,989)	6,573	1,700	-	(2,168)	
NET POSITION, Beginning of year	13,073	13,797	765	100	6,208	(249)	(3,768)	4,492	(358)	-	34,060	
NET POSITION, Period ended	\$ 12,142	\$ 9,485	\$ 566	\$ (331)	\$ 5,380	\$ -	\$ (7,757)	\$ 11,065	\$ 1,342	\$ -	\$ 31,892	

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
April 30, 2018

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 567,939
PAST DUE:			
1 - 30	HB Soil Solutions, Inc.	Sulfer Sale Feb 2018	76 *
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
	PARTICIPANT and OTHER RECEIVABLES (net)		<u>\$ 568,014</u>

** Denotes items paid/applied after April 30, 2018.*

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

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

**Schedule of Disbursements
(Unaudited)**

For the Month of April 2018

Operations:

Geothermal	\$	1,363,026
Hydroelectric		3,364,610
CT#1 Combustion Turbines		606,980
CT#2 STIG		515,655
Lodi Energy Center		5,899,939
NCPA Operating		24,835,509
Total	\$	<u>36,585,719</u>



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Commission Staff Report

May 16, 2018

COMMISSION MEETING DATE: May 24, 2018

SUBJECT: Treasurer's Report for Month Ended April 30, 2018

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"/>
<i>If other, please specify</i>		
<hr/> <hr/>		

RECOMMENDATION:

Approval by all members.

BACKGROUND:

In compliance with Agency 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 \$3,520,147 of which approximately \$31,977 was applicable to Special and Reserve Fund Deposits, \$283,850 to Debt Service and \$3,204,320 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 \$296,271,361 at month end. The current market value of the portfolio totaled \$292,309,260.

The overall portfolio had a combined weighted average interest rate of 1.583% with a bond equivalent yield (yield to maturity) of 1.605%. Investments with a maturity greater than one year totaled \$151,275,000. April maturities totaled \$31 million and monthly receipts totaled \$41 million. During the month \$40 million was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills increased 9 basis points (from 1.76% to 1.85%) and rates on one year T-Bills increased 16 basis points (from 2.09% to 2.25%).

To the best of my knowledge and belief, all securities held by NCPA as of April 30, 2018 are in compliance with the Agency'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 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

Attachment

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

APRIL 30, 2018

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DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
April 30, 2018**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 1,790,891	\$ 92,770,766	\$ 94,561,657	31.54%
Special Deposits	\$ 1,412,559	\$ -	\$ 1,412,559	0.47%
Construction	\$ 870	\$ 4,970,110	\$ 4,970,980	1.66%
Debt Service	\$ 283,850	\$ 45,276,620	\$ 45,560,470	15.20%
Special & Reserve	\$ 31,977	\$ 153,253,865	\$ 153,285,842	51.13%
	<u>\$ 3,520,147</u>	<u>\$ 296,271,361</u>	<u>\$ 299,791,508</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 292,309,260

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
April 30, 2018**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST	INVESTMENTS	OPS/CONSTR	INVESTMENTS	INTER-COMPANY/ FUND TRANSFERS	
		(NOTE B)	(NOTE A)		(NOTE B)		
NCPA FUNDS							
Operating	\$ 40,551,179	\$ 149,653	\$ 25,455,979	\$ (20,941,917)	\$ (29,310,301)	\$ (15,570,513)	\$ 334,080
Special Deposits	302,817	6	-	(9,670,080)	-	9,363,946	(3,311)
Construction	-	-	-	-	-	-	-
Debt Service	-	40	966,808	(964,125)	(5,688,924)	5,967,056	280,855
Special & Reserve	-	122,124	4,819,606	-	(5,165,523)	239,511	15,718
	\$ 40,853,996	\$ 271,823	\$ 31,242,393	\$ (31,576,122)	\$ (40,164,748)	\$ -	\$ 627,342

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency
Treasurer's Report
Investment Activity Summary
April 30, 2018**

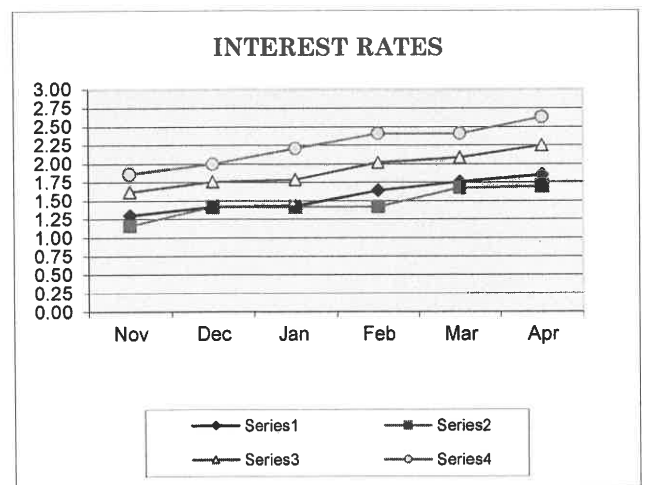
	PURCHASED	SOLD OR MATURED	(NON-CASH)	(NON-CASH)	INVESTMENTS	
			DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 29,310,301	\$ (25,455,979)	\$ (297)	\$ (12,770)	\$ -	\$ 3,841,255
Special Deposits	-	-	-	-	-	-
Construction	-	-	595	-	-	595
Debt Service	5,688,924	(966,808)	51,097	(445)	-	4,772,768
Special & Reserve	5,165,523	(4,819,606)	(9,058)	(189,731)	-	147,128
	<u>\$ 40,164,748</u>	<u>\$ (31,242,393)</u>	<u>\$ 42,337</u>	<u>\$ (202,946)</u>	<u>\$ -</u>	<u>\$ 8,761,746</u>
 Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>160,609</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ 8,922,355</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
April 30, 2018**

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
OVERALL COMBINED	<u><u>1.583%</u></u>	<u><u>1.605%</u></u>
<u>OPERATING FUNDS:</u>	1.593%	1.582%
<u>PROJECTS:</u>		
Geothermal	1.701%	1.775%
Capital Facilities	1.889%	1.904%
Hydroelectric	1.601%	1.600%
Lodi Energy Center	1.778%	1.524%

KEY INTEREST RATES		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Overnight)	1.70%	0.91%
T-Bills (90da.)	1.85%	0.81%
Agency Disc (90da.)	1.74%	0.81%
T-Bills (1yr.)	2.25%	1.06%
Agency Disc (1yr.)	1.91%	1.04%
T-Notes (3yr.)	2.63%	1.46%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
April 30, 2018**

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	\$ -	\$ 33,701	\$2,392	\$ 18,808	\$ 5,370	\$ 128,832	\$ -	\$ 189,103	63.42%
Corporate Bonds (MTN)	-	-	-	-	-	22,160	-	22,160	7.43%
US Bank Trust Money Market	4	-	-	-	-	-	-	4	0.00%
Commercial Paper	14,589	-	-	-	-	-	-	14,589	4.89%
Investment Trusts (LAIF)	52,552	-	-	-	-	-	-	52,552	17.62%
U.S.Treasury Market Acct. *	2,303	-	-	-	-	-	-	2,303	0.77%
U.S.Treasury Bill/Note	-	16,934	33	78	119	283	-	17,447	5.85%
Certificates of Deposit	-	10	-	-	-	-	-	10	0.00%
Total Dollars	\$ 69,449	\$50,645	\$2,425	\$18,886	\$5,489	\$151,275	\$0	\$ 298,169	100.00%
Total Percents	23.29%	16.99%	0.81%	6.33%	1.84%	50.73%	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.**

Northern California Power Agency
Treasurer's Report
04/30/2018



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	9,093,900	1.250	11/26/2014	9,093,900		1	1.250	9,093,900	SYS70101	70101	9,093,900
Local Agency Investm	LAIF	14,131,845	1.509	07/01/2013	14,131,845		1	1.509	14,131,845	SYS70000	70000	14,131,845
Union Bank of Califo	UBOC	11,672	0.002	07/01/2013	11,672		1	0.002	11,672	SYS70014	70014	11,672
US Bank	USB	1,790,889	0.001	06/30/2013	1,790,889		1	0.001	1,790,889	SYS70050	70050	1,790,889
US Bank	USB	5,495,555	0.600	08/24/2017	5,495,555		1	0.600	5,495,555	SYS70056	70056	5,495,555
US Bank	USB	10,000	0.050	04/07/2018	10,000	07/07/2018	67	0.050	10,000	SYS30307	30307	10,000
Federal Farm Credit	UBOC	3,626,000	1.290	12/21/2015	3,624,948	11/19/2018	202	1.300	3,607,906	3133EFPJ0	26290	3,625,801
Federal Home Loan Mt	UBOC	7,370,000	1.750	06/09/2015	7,455,050	05/30/2019	394	1.450	7,326,738	3137EADG1	26231	7,393,120
Federal Home Loan Ba	UBOC	4,975,000	1.600	08/28/2017	4,990,373	07/17/2020	808	1.490	4,873,062	3130ABTW6	26466	4,986,777
Federal Home Loan Ba	UBOC	7,785,000	1.400	07/19/2016	7,781,108	01/19/2021	994	1.411	7,498,434	3130A8P80	26355	7,782,650
Federal Home Loan Mt	UBOC	3,000,000	2.530	03/29/2018	3,000,000	03/29/2021	1,063	2.530	2,984,340	3134GSGT6	26564	3,000,000
Home Depot Inc.	UBOC	500,000	2.000	03/21/2018	487,800	04/01/2021	1,066	2.846	486,850	437076BL5	26558	488,248
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	1,182	1.620	2,518,164	3133EHSR5	26465	2,610,095
Federal Home Loan Mt	UBOC	3,500,000	1.500	11/23/2016	3,500,000	08/23/2021	1,210	1.500	3,342,885	3134GAVH4	26385	3,500,000
Federal Home Loan Mt	UBOC	202,000	2.200	01/30/2017	202,000	01/26/2022	1,366	2.200	195,657	3134GAV92	26403	202,000
Federal Home Loan Mt	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	1,462	2.924	483,775	713448DT2	26557	487,356
PepsiCo Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	1,471	2.329	1,088,525	037833CQ1	26525	1,122,046
Apple Inc.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	1,679	3.008	483,010	166764AB6	26555	486,096
Chevron Corp.	UBOC	500,000	2.625	03/21/2018	488,010	02/15/2023	1,751	3.154	485,695	66389XBR5	26556	488,282
Oracle Corp.	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	1,779	3.086	487,315	084670BR8	26554	492,452
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	1,779	3.086	487,315	084670BR8	26554	492,452
Fund Total and Average		\$ 67,217,198	1.469		\$ 67,261,945		471	1.448	\$ 66,396,217			\$ 67,198,794

MPP GHG Auction Acct

Local Agency Investm		63,470	1.509	07/01/2013	63,470		1	1.509	63,470	SYS70045	70045	63,470
Fund Total and Average		\$ 63,470	1.510		\$ 63,470		1	1.510	\$ 63,470			\$ 63,470

SCPA Balancing Account

Local Agency Investm	LAIF	8,470,897	1.509	07/01/2013	8,470,897		1	1.509	8,470,897	SYS70022	70022	8,470,897
Union Bank of Califo	UBOC	34,763	0.002	07/01/2013	34,763		1	0.002	34,763	SYS70023	70023	34,763
Federal Home Loan Ba	UBOC	4,625,000	1.780	04/30/2018	4,607,392	07/16/2018	76	1.811	4,607,055	313385ZK5A	26595	4,607,620
Federal National Mtg	UBOC	1,462,000	1.625	12/18/2014	1,476,255	11/27/2018	210	1.369	1,458,535	3135GGYT4	26187	1,464,069
Federal National Mtg	UBOC	5,098,000	1.350	04/28/2016	5,098,000	10/28/2019	545	1.350	5,015,463	3135GGJ95	26330	5,098,000
Federal National Mtg	UBOC	5,097,000	1.350	07/28/2016	5,097,000	07/28/2020	819	1.350	4,962,745	3136GG3T9	26357	5,097,000
Bank of NY Mellon Co	UBOC	500,000	2.050	04/09/2018	486,105	05/03/2021	1,098	3.000	484,800	06406FAB9	26570	486,456
Microsoft Corp.	UBOC	500,000	2.375	04/04/2018	492,295	02/12/2022	1,363	2.798	487,725	594918BA1	26574	482,445
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	1,431	3.100	491,440	87236YAE8	26571	497,255
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	494,290	06/01/2022	1,492	2.918	489,685	437076BG6	26572	494,393

Northern California Power Agency
Treasurer's Report

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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
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	1,598	3.161	478,910	74460DAB5	26573	483,980
Fund Total and Average		\$ 27,287,660	1.587		\$ 27,237,902		406	1.625	\$ 26,982,018			\$ 27,226,878

General Operating Reserve

Local Agency Investm	LAIF	17,979,374	1.509	07/01/2013	17,979,374		1	1.509	17,979,374	SYS70000	70002	17,979,374
Union Bank of Calif	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70019	70019	0
US Bank	USB	0	0.000	07/01/2013	0		1	0.000	0	SYS70051	70051	0
Federal National Mtg	UBOC	5,970,000	1.625	12/23/2014	6,009,701	11/27/2018	210	1.450	5,955,851	3135G0Y14	26188	5,975,784
Federal National Mtg	UBOC	4,982,000	1.750	08/28/2015	5,047,364	11/26/2019	574	1.430	4,927,895	3135G0ZV2	26246	5,006,169
Federal Farm Credit	UBOC	4,285,000	1.440	07/20/2016	4,280,715	01/19/2021	994	1.463	4,136,696	3133EGMP7	26356	4,282,412
Federal Home Loan Ba	UBOC	11,720,000	1.400	07/19/2016	11,714,140	01/19/2021	994	1.411	11,288,587	3130A8P80	26354	11,716,462
Federal National Mtg	UBOC	5,162,000	1.625	05/25/2016	5,162,000	05/25/2021	1,120	1.625	4,981,795	3136G3NL5	26332	5,162,000
Federal National Mtg	UBOC	1,300,000	1.500	08/30/2016	1,300,000	05/28/2021	1,123	1.500	1,253,278	3136G33W3	26368	1,300,000
Federal Farm Credit	UBOC	10,629,000	1.690	06/02/2016	10,629,000	06/02/2021	1,128	1.690	10,282,707	3133EGDH5	26335	10,629,000
Federal Home Loan Mt	UBOC	467,000	2.200	01/30/2017	467,000	01/26/2022	1,366	2.200	452,336	3134GAV92	26402	467,000
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	1,383	2.972	390,180	594918BA1	26578	391,511
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	1,431	3.335	491,440	87236YAE8	26582	492,975
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	1,471	2.329	3,900,703	037833CQ1	26524	4,020,825
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	1,501	1.760	3,478,046	313379Q89	26467	3,626,155
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	1,538	3.083	499,360	713448CX4	26580	500,309
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	1,688	3.145	491,430	92826CAC6	26584	492,622
General Electric Co.	UBOC	500,000	3.100	04/26/2018	490,415	01/09/2023	1,714	3.545	489,715	36962G6S8	26577	490,443
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	1,734	3.325	490,065	06406RAE7	26575	491,814
Oracle Corp.	UBOC	500,000	2.625	04/26/2018	487,350	02/15/2023	1,751	3.195	485,695	68389XBR5	26579	487,387
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	1,757	3.225	484,610	74005PBF0	26581	488,384
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	1,779	3.243	487,315	084670BR8	26576	488,952
United Parcel Servic	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	1,796	3.245	482,260	911312BK1	26583	483,183
Fund Total and Average		\$ 74,994,826	1.706		\$ 75,051,692		791	1.686	\$ 73,425,338			\$ 74,972,761

GRAND TOTALS:

Investment #26330	FNMA	Callible quarterly	Investment #26385	FHLMC	Callible quarterly
Investment #26332	FNMA	Callible quarterly	Investment #26402	FHLMC	Callible quarterly
Investment #26335	FHLC	Callible anytime	Investment #26403	FHLMC	Callible quarterly
Investment #26354	FHLC	Callible anytime	Investment #26564	FHLMC	Callible until 3/29/19
Investment #26355	FHLC	Callible anytime			
Investment #26356	FHLC	Callible anytime			
Investment #26357	FNMA	Callible quarterly			
Investment #26368	FNMA	Callible quarterly			

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

Current Market Value is based on prices from Trustee/Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2018

Fund Total and Average	\$ 74,994,826	1.706	\$ 75,051,692	791	1.686	\$ 73,425,338
GRAND TOTALS:	\$ 169,563,154	1.593	\$ 169,615,009	602	1.582	\$ 166,871,043.

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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	USB	888,000	1.420	12/06/2017	881,450	06/11/2018	41	1.450	886,251	313385XY7A	26502	886,564
Fund Total and Average		\$ 888,000	1.420		\$ 881,450		41	1.450	\$ 886,251			\$ 886,564
Geothermal Debt Service												
U.S. Treasury	USBT	1,056,000	1.499	01/03/2018	1,048,256	06/28/2018	58	1.532	1,053,117	912796PM5	26510	1,053,448
U.S. Treasury	USBT	235,000	1.510	01/31/2018	233,541	06/28/2018	58	1.540	234,358	912796PM5	26522	234,428
Federal Home Loan Ba	USBT	234,000	1.720	04/30/2018	233,329	06/29/2018	59	1.748	233,338	313385YS9	26586	233,340
Federal Home Loan Ba	USBT	235,000	1.420	12/28/2017	233,276	07/02/2018	62	1.450	233,937	313385YV2	26509	234,425
Federal Home Loan Ba	USBT	235,000	1.679	02/27/2018	233,629	07/02/2018	62	1.713	233,937	313385YV2	26533	234,320
Federal Home Loan Ba	USBT	235,000	1.710	03/28/2018	233,928	07/02/2018	62	1.741	233,937	313385YV2	26560	234,308
Fund Total and Average		\$ 2,230,000	1.557		\$ 2,215,959		59	1.588	\$ 2,222,624			\$ 2,224,269

Geo 2012A Debt Service

U.S. Treasury	USBT	128,000	1.510	01/31/2018	127,205	06/28/2018	58	1.540	127,651	912796PM5	26519	127,689
Federal Home Loan Ba	USBT	123,000	1.720	04/30/2018	122,647	06/29/2018	59	1.748	122,652	313385YS9	26587	122,653
Federal Home Loan Ba	USBT	124,000	1.679	02/27/2018	123,277	07/02/2018	62	1.713	123,439	313385YV2	26532	123,641
Federal Home Loan Ba	USBT	124,000	1.710	03/28/2018	123,435	07/02/2018	62	1.741	123,439	313385YV2	26561	123,635
Fund Total and Average		\$ 499,000	1.654		\$ 496,564		60	1.685	\$ 497,181			\$ 497,618

Geo 2016A Debt Service

U.S. Treasury	USBT	187,000	1.499	01/03/2018	185,629	06/28/2018	58	1.532	186,489	912796PM5	26512	186,548
U.S. Treasury	USBT	56,000	1.510	01/31/2018	55,652	06/28/2018	58	1.540	55,847	912796PM5	26517	55,864
U.S. Treasury	USBT	55,000	1.575	02/27/2018	54,709	06/28/2018	58	1.606	54,850	912796PM5	26530	54,860
U.S. Treasury	USBT	54,000	1.662	03/28/2018	53,771	06/28/2018	58	1.693	53,853	912796PM5	26562	53,855
U.S. Treasury	USBT	55,000	1.645	04/30/2018	54,852	06/28/2018	58	1.672	54,850	912796PM5	26588	54,854
Fund Total and Average		\$ 407,000	1.553		\$ 404,613		58	1.584	\$ 405,889			\$ 405,981

Geothermal Special Reserve

Union Bank of Califo	UBOC	0	0.002	07/01/2013	0		1	0.002	0	SYS70015	70015	0
Federal Home Loan Mt	UBOC	1,500,000	1.150	02/26/2016	1,500,000	11/26/2018	209	1.150	1,492,440	3134G8KVO	26302	1,500,000
Fund Total and Average		\$ 1,500,000	1.150		\$ 1,500,000		209	1.150	\$ 1,492,440			\$ 1,500,000

Geo Decommissioning Reserve

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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
Local Agency Investm	LAIF	5,855,187	1.509	07/01/2013	5,855,187		1	1.509	5,855,187	SYS70027	70027	5,855,187
Union Bank of Califo	UBOC	352,828	0.002	07/01/2013	352,828		1	0.002	352,828	SYS70034	70034	352,828
Federal National Mtg	UBOC	5,500,000	1.500	08/30/2016	5,500,000	05/28/2021	1,123	1.500	5,302,330	3136G33W3	26369	5,500,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	1,318	3.103	730,650	69553REY0	26553	735,948
Federal Home Loan Mt	UBOC	941,000	2.200	01/30/2017	941,000	01/26/2022	1,366	2.200	911,453	3134GAV92	26404	941,000
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	1,471	2.329	834,522	037833CQ1	26499	860,221
Walt Disney Company/	UBOC	750,000	2.350	03/15/2018	728,580	12/01/2022	1,675	3.004	722,918	25468PCW4	26551	729,161
General Electric Co.	UBOC	750,000	3.100	03/15/2018	740,385	01/09/2023	1,714	3.390	734,573	36962G6S8	26552	740,640
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	1,732	3.104	731,370	2442ZERT8	26550	740,017
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	1,734	3.229	735,098	06406RAE7	26549	740,856
IBM Credit LLC	UBOC	500,000	3.000	03/15/2018	498,820	02/06/2023	1,742	3.140	491,560	44932HAH6	26548	496,903
Fund Total and Average		\$ 17,760,226	1.852		\$ 17,690,725		883	1.944	\$ 17,402,489			\$ 17,692,761

GEO Debt Service Reserve Acct

U.S. Treasury	USB	56,000	1.823	02/27/2018	55,041	01/31/2019	275	1.872	55,122	912796PP8	26536	55,220
Federal Home Loan Mt	USBT	907,000	1.750	06/02/2015	920,886	05/30/2019	394	1.354	901,676	3137EADG1	26228	910,756
Federal Home Loan Mt	USBT	2,515,000	1.250	02/27/2015	2,483,839	10/02/2019	519	1.530	2,473,326	3137EADM8	26197	2,505,379
Fund Total and Average		\$ 3,478,000	1.390		\$ 3,459,766		482	1.490	\$ 3,430,124			\$ 3,471,355

Geo 2012A DSR Account

U.S. Treasury	USB	41,000	1.555	01/03/2018	40,403	12/06/2018	219	1.594	40,542	912796PE3	26511	40,612
Federal National Mtg	USBT	1,517,000	1.625	05/25/2016	1,517,000	05/25/2021	1,120	1.625	1,464,042	3136G3NL5	26333	1,517,000
Fund Total and Average		\$ 1,558,000	1.623		\$ 1,557,403		1097	1.624	\$ 1,504,584			\$ 1,557,612
GRAND TOTALS:		\$ 28,320,226	1.701		\$ 28,206,480		692	1.775	\$ 27,841,582.			\$ 28,236,160

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2018

- Investment #26302 FHLMC Callable quarterly
- Investment #26333 FNMA Callable quarterly
- Investment #26369 FNMA Callable quarterly
- Investment #26404 FHLMC Callable quarterly

Northern California Power Agency
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Cap Facilities 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
U.S. Treasury	USBT	1,085,000	1.559	01/31/2018	1,076,725	07/26/2018	86	1.593	1,080,389	912796PR4	26521	1,080,957
Federal Home Loan Ba	USBT	1,462,000	1.740	02/27/2018	1,451,047	08/01/2018	92	1.777	1,454,895	313385A30A	26542	1,455,499
Federal Home Loan Ba	USBT	466,000	1.770	03/27/2018	463,090	08/01/2018	92	1.805	463,735	313385A30A	26559	463,892
Federal Home Loan Ba	USBT	464,000	1.820	04/30/2018	461,818	08/01/2018	92	1.853	461,745	313385A30A	26585	461,842
Fund Total and Average		\$ 3,477,000	1.698		\$ 3,452,680		90	1.734	\$ 3,460,764			\$ 3,462,190
Cap. Fac. Debt Svc Reserve												
U.S. Treasury	USB	17,000	1.660	02/27/2018	16,860	08/23/2018	114	1.717	16,900	912796PV5	26541	16,910
U.S. Treasury	USB	37,000	1.554	01/03/2018	36,461	12/06/2018	219	1.584	36,586	912796PE3	26514	36,650
Federal National Mtg	USB	71,000	1.530	07/28/2016	71,000	07/28/2021	1,184	1.530	67,773	3136G3S97	26358	71,000
Federal Home Loan Mt	USB	1,443,000	2.375	02/13/2012	1,447,430	01/13/2022	1,353	2.340	1,421,384	3137EADB2	25845	1,444,653
Fund Total and Average		\$ 1,568,000	2.310		\$ 1,571,751		1306	2.279	\$ 1,542,643			\$ 1,569,213
GRAND TOTALS:		\$ 5,045,000	1.889		\$ 5,024,431		469	1.904	\$ 5,003,407.			\$ 5,031,403

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types. Investments with less than 6 months to maturity use an approximate method, all others use an exact method.
Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2018
Investment #26358 FNMA Callable quarterly



Northern California Power Agency
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Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	4,374,999	1.509	07/01/2013	4,374,999		1	1.509	4,374,999	SYS70028	70028	4,374,999
Union Bank of Calif	UBOC	38,211	0.002	07/01/2013	38,211		1	0.002	38,211	SYS70031	70031	38,211
Federal Home Loan Mt	UBOC	1,993,000	0.950	06/29/2016	1,993,000	06/29/2018	59	0.950	1,990,369	3134G9A80	26339	1,993,000
Federal Home Loan Mt	UBOC	3,221,000	1.150	02/29/2016	3,221,000	11/26/2018	209	1.150	3,204,766	3134G8KVO	26304	3,221,000
Federal National Mtg	UBOC	5,320,000	1.350	06/30/2016	5,320,000	12/30/2019	608	1.350	5,222,697	3136G3VH5	26340	5,320,000
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	1,598	3.051	478,910	74460DAB5	26546	486,183
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	1,688	3.051	491,430	92826CAC6	26547	494,622
Oracle Corp.	UBOC	500,000	2.625	03/14/2018	488,715	02/15/2023	1,751	3.121	485,695	68389XBR5	26545	489,014
Boeing Co.	UBOC	500,000	2.800	03/14/2018	496,070	03/01/2023	1,765	2.971	490,730	097023BWA	26544	496,173
Fund Total and Average		\$ 16,947,210	1.454		\$ 16,912,235		436	1.500	\$ 16,777,807			\$ 16,913,202

Hydro Initial Facilities

U.S. Treasury	USB	97,000	1.435	12/07/2017	96,296	06/07/2018	37	1.465	96,837	912796PJ2	26503	96,657
U.S. Treasury	USB	16,000	1.680	02/27/2018	15,868	08/23/2018	114	1.717	15,906	912796PV5	26540	15,915
Federal National Mtg	USB	1,529,000	1.625	12/12/2014	1,539,244	11/27/2018	210	1.450	1,525,376	3135G0Y14	26189	1,530,481
Federal Farm Credit	USB	2,437,000	1.250	02/02/2016	2,450,501	01/22/2019	266	1.060	2,418,016	3133EFVQ7	26300	2,440,293
Fund Total and Average		\$ 4,079,000	1.397		\$ 4,101,909		239	1.218	\$ 4,056,136			\$ 4,083,546

Hydro Debt Service

U.S. Treasury	USBT	11,923,000	1.500	01/03/2018	11,835,565	06/28/2018	58	1.532	11,890,450	912796PM5	26513	11,894,186
U.S. Treasury	USBT	2,003,000	1.510	01/31/2018	1,990,566	06/28/2018	58	1.540	1,997,532	912796PM5	26515	1,998,127
Federal Home Loan Ba	USBT	2,641,000	1.720	04/30/2018	2,633,429	06/29/2018	59	1.748	2,633,526	313385YS9	26589	2,633,555
Federal Home Loan Ba	USBT	2,971,000	1.680	02/27/2018	2,953,669	07/02/2018	62	1.713	2,967,556	313385YV2	26531	2,962,404
Federal Home Loan Ba	USBT	2,967,000	1.710	03/28/2018	2,953,470	07/02/2018	62	1.741	2,953,574	313385YV2	26563	2,958,262
Fund Total and Average		\$ 22,505,000	1.578		\$ 22,366,699		59	1.610	\$ 22,432,638			\$ 22,446,534

Hydro Debt Service Resrv 2010A

U.S. Treasury	USB	50,000	1.159	08/29/2017	49,568	05/24/2018	23	1.183	49,949	912796MB2	26473	49,963
U.S. Treasury	USB	52,000	1.625	02/27/2018	51,780	06/30/2019	425	1.945	51,576	912828W55	26537	51,809
Federal Home Loan Ba	USB	135,000	4.375	07/28/2017	142,601	07/01/2019	426	1.400	138,059	3133XU3G6	26451	139,606
Federal Farm Credit	USB	5,528,000	1.750	08/28/2015	5,546,187	08/04/2020	826	1.680	5,423,576	3133EE529	26243	5,536,326
Fund Total and Average		\$ 5,765,000	1.807		\$ 5,790,136		806	1.671	\$ 5,663,160			\$ 5,777,704

Hydro 2012A Rebate Account

Fund Total and Average		\$ 5,765,000	1.807		\$ 5,790,136		806	1.671	\$ 5,663,160			\$ 5,777,704
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Hydro 2012A Rebate 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
Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	1,196	1.790	670,431	3134G93A3	26432	690,828
Fund Total and Average		\$ 689,000	1.875		\$ 691,391		1196	1.790	\$ 670,431			\$ 690,828

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
Federal Home Loan Mt	UBOC	1,500,000	1.150	02/26/2016	1,500,000	11/26/2018	209	1.150	1,492,440	3134G8KVO	26303	1,500,000
Fund Total and Average		\$ 1,500,000	1.150		\$ 1,500,000		209	1.150	\$ 1,492,440			\$ 1,500,000

Hydro 2012 Cost of Issuance

US Bank	USB	0	0.040	07/01/2013	0		1	0.040	0	SYS79061	79061	0
Fund Total and Average		\$ 0	***.***		\$ 0		***	***.***	\$ 0			\$ 0

Hydro 2012 DSRA

Federal Farm Credit	USB	100,000	1.750	08/28/2015	100,329	08/04/2020	826	1.680	98,111	3133EE5Z9	26244	100,151
U.S. Treasury	USB	146,000	2.250	02/27/2018	145,992	02/15/2021	1,021	2.251	144,609	9128283X6	26539	145,993
Federal National Mtg	USB	94,000	1.530	07/28/2016	94,000	07/28/2021	1,184	1.530	89,728	3136G3S97	26359	94,000
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	1,363	2.380	3,869,159	3137EADB2	25852	3,927,341
Fund Total and Average		\$ 4,266,000	2.337		\$ 4,266,553		1326	2.340	\$ 4,201,607			\$ 4,267,485
GRAND TOTALS:		\$ 55,753,210	1.601		\$ 55,628,923		379	1.600	\$ 55,294,218.			\$ 55,679,299

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Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2018

- Investment #26303 FHLMC Callable quarterly
- Investment #26339 FHLMC Callable quarterly
- Investment #26340 FNMA Callable quarterly
- Investment #26359 FNMA Callable quarterly

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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		72,525	1.509	07/01/2013	72,525	1	1	1.509	72,525	SYS70046	70046	72,525
Fund Total and Average		\$ 72,525	1.509		\$ 72,525	1	1	1.509	\$ 72,525			\$ 72,525

LEC Issue#1 2010A DS Fund

US Bank Trust	USB	901	0.600	07/01/2013	901	1	1	0.600	901	SYS79003	79003	901
Federal Home Loan Ba	USBT	3,542,000	1.350	12/28/2017	3,522,342	24	24	1.376	3,537,998	313385XF8	26505	3,538,812
Federal Home Loan Ba	USBT	698,000	1.474	01/31/2018	694,568	30	30	1.502	697,009	313385XM3	26520	697,142
Federal Home Loan Ba	USBT	488,000	1.705	03/27/2018	485,498	30	30	1.734	487,307	313385XM3	26565	487,307
Federal Home Loan Ba	USBT	489,000	1.640	02/27/2018	485,906	31	31	1.669	488,271	313385XN1A	26529	488,309
Federal Home Loan Ba	USBT	488,000	1.685	04/30/2018	487,269	31	31	1.710	487,273	313385XN1A	26590	487,292
Fund Total and Average		\$ 5,705,901	1.449		\$ 5,678,484	26	26	1.476	\$ 5,698,759			\$ 5,699,763

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	681	0.600	07/01/2013	681	1	1	0.600	681	SYS79004	79004	681
Federal Home Loan Ba	USBT	735,000	1.350	12/28/2017	730,921	24	24	1.376	734,169	313385XF8	26506	734,339
Federal Home Loan Ba	USBT	729,000	1.475	01/31/2018	725,416	30	30	1.502	727,965	313385XM3	26518	728,104
Federal Home Loan Ba	USBT	727,000	1.705	03/27/2018	724,762	30	30	1.734	725,968	313385XM3	26566	725,967
Federal Home Loan Ba	USBT	729,000	1.640	02/27/2018	725,878	31	31	1.669	727,914	313385XN1A	26528	727,970
Federal Home Loan Ba	USBT	727,000	1.685	04/30/2018	725,911	31	31	1.710	725,917	313385XN1A	26591	725,945
Fund Total and Average		\$ 3,647,681	1.570		\$ 3,633,569	29	29	1.598	\$ 3,642,614			\$ 3,643,006

LEC Issue #2 2010A DS Fund

US Bank Trust	USB	315	0.600	07/01/2013	315	1	1	0.600	315	SYS79011	79011	315
Federal Home Loan Ba	USBT	2,844,000	1.350	12/28/2017	2,828,216	24	24	1.376	2,840,786	313385XF8	26507	2,841,440
Federal Home Loan Ba	USBT	441,000	1.475	01/31/2018	438,832	30	30	1.502	440,374	313385XM3	26516	440,458
Federal Home Loan Ba	USBT	438,000	1.705	03/27/2018	436,652	30	30	1.734	437,378	313385XM3	26567	437,378
Federal Home Loan Ba	USBT	439,000	1.640	02/27/2018	437,120	31	31	1.669	438,346	313385XN1A	26527	438,380
Federal Home Loan Ba	USBT	439,000	1.685	04/30/2018	438,342	31	31	1.710	438,346	313385XN1A	26592	438,363
Fund Total and Average		\$ 4,601,315	1.455		\$ 4,579,477	26	26	1.482	\$ 4,595,545			\$ 4,596,334

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	954	0.600	07/01/2013	954	1	1	0.600	954	SYS79012	79012	954
Federal Home Loan Ba	USBT	355,000	1.350	12/28/2017	353,030	24	24	1.376	354,599	313385XF8	26508	354,661
Federal Home Loan Ba	USBT	350,000	1.474	01/31/2018	348,279	30	30	1.502	349,503	313385XM3	26523	349,570

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LEC Issue #2 2010B DS 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	349,000	1.705	03/27/2018	347,926	05/31/2018	30	1.734	348,504	313385XM3	26568	348,504
Federal Home Loan Ba	USBT	351,000	1.640	02/27/2018	349,497	06/01/2018	31	1.669	350,477	313385XN1A	26526	350,504
Federal Home Loan Ba	USBT	349,000	1.685	04/30/2018	348,477	06/01/2018	31	1.710	348,480	313385XN1A	26593	348,494
Fund Total and Average											\$ 1,752,517	\$ 1,752,707

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	183,000	1.705	03/27/2018	182,437	05/31/2018	30	1.734	182,740	313385XM3	26569	182,740
Federal Home Loan Ba	USBT	183,000	1.640	02/28/2018	182,225	06/01/2018	31	1.669	182,727	313385XN1A	26543	182,742
Federal Home Loan Ba	USBT	183,000	1.685	04/30/2018	182,726	06/01/2018	31	1.710	182,727	313385XN1A	26594	182,734
Fund Total and Average											\$ 548,194	\$ 548,216

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	190	0.600	07/01/2013	190	06/30/2019	1	0.600	190	SYS79005	79005	190
U.S. Treasury	USB	85,000	1.625	02/27/2018	84,641	06/30/2019	425	1.945	84,306	912828W5	26538	84,687
Federal Farm Credit	USB	4,360,000	1.660	06/08/2016	4,360,000	05/25/2021	1,120	1.659	4,206,790	3133EGBZ7	26337	4,360,000
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	1,199	1.699	142,596	3137EAC9	26454	147,277
Federal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	1,501	1.760	3,988,808	313379Q69	26463	4,158,667
Fund Total and Average											\$ 8,422,690	\$ 8,750,821

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	396	0.600	07/01/2013	396	06/30/2019	1	0.600	396	SYS79006	79006	396
U.S. Treasury	USB	38,000	1.823	02/27/2018	37,349	01/31/2019	275	1.872	37,404	912798PP8	26534	37,471
Federal Home Loan Ba	USB	2,145,000	3.375	07/28/2017	2,255,146	06/12/2020	773	1.540	2,180,371	313370E38	26455	2,226,065
Fund Total and Average											\$ 2,218,171	\$ 2,263,932

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	624	0.600	07/01/2013	624	06/30/2019	1	0.600	624	SYS79013	79013	624
U.S. Treasury	USB	25,000	1.823	02/27/2018	24,572	01/31/2019	275	1.872	24,608	912798PP8	26535	24,652
Federal Home Loan Ba	USB	1,025,000	4.375	07/28/2017	1,082,708	07/01/2019	426	1.400	1,048,227	3133XU3G6	26456	1,059,974
Fund Total and Average											\$ 1,073,469	\$ 1,085,250

LEC O & M Reserve

Local Agency Investm		1,603,701	1.509	07/01/2013	1,603,701	06/30/2019	1	1.509	1,603,701	SYS70047	70047	1,603,701
Union Bank of Calif	UBOC	74,996	0.002	07/19/2013	74,996	06/30/2019	1	0.002	74,996	SYS70041	70041	74,996
Federal National Mtg	UBOC	2,933,000	1.875	08/29/2015	2,998,142	02/19/2019	294	1.220	2,924,494	3135G0Z44	26248	2,947,997



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LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USB	3,615,000	1.540	06/30/2017	3,613,952	06/05/2020	766	1.550	3,541,290	3130ABJQ0	26440	3,614,251
Federal National Mtg	UBOC	3,000,000	1.300	06/30/2016	3,000,000	06/30/2020	791	1.300	2,920,950	3136GSUJ2	26341	3,000,000
Fund Total and Average		\$ 11,226,687	1.549		\$ 11,290,791		535	1.381	\$ 11,066,431			\$ 11,240,945
GRAND TOTALS:		\$ 39,487,283	1.778		\$ 39,710,977		504	1.524	\$ 39,089,905.			\$ 39,653,499

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Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2018
Investment #26337 FFCB Callable anytime



Commission Staff Report

Date: May 16, 2018

COMMISSION MEETING DATE: May 24, 2018

SUBJECT: 2018 Steam Field Operations and Forecast Report

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Adopt Resolution 18-34 approving the 2018 Steam Field Operations and Forecast Report, dated April 2018, as the Geothermal Operating Protocol, effective July 1, 2018. This Operating Protocol is to remain in effect until replaced by the Commission.

BACKGROUND:

The Steam Field Operations and Forecast Report is an in depth study of The Geysers reservoir relative to the operation of NCPA's Geothermal facility and provides a generation forecast of the facility. This report will act as the Operating Protocol with the goal of maximizing the generation output.

The Operating Protocol currently uses a two-zone strategy with wells on the west side of the NCPA lease producing to both Plant #1, Units #1 and #2. Wells on the east side of the NCPA lease produce to Plant #2, Unit #4. This Protocol will maximize generation while allowing for scheduling flexibility and curtailment under the proper economic conditions. For 2018, these conditions are:

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

The Protocol establishes a 2018 annual generation target of 100.3 gross MW.

FISCAL IMPACT:

The 2018-19 approved Geothermal budget covers the proposed action.

SELECTION PROCESS:

Not applicable.

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 May 2, 2018, and was recommended for Commission approval on Consent Calendar.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- 2018 Steam Field Operations and Forecast Report

RESOLUTION 18-34

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE 2018 STEAM FIELD OPERATIONS AND FORECAST REPORT AS THE 2018 GEOTHERMAL OPERATING PROTOCOL

(reference Staff Report #148:18)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal Facility near Middletown, CA, consisting of two power plants with containment areas, and 80 steam production and injection wells connected by roads; and

WHEREAS, the 2018 Steam Field Operations and Forecast Report is an in depth study of The Geysers reservoir relative to the operation of NCPA's GEO facility and provides a generation forecast of the facility; and

WHEREAS, this report will act as the Operating Protocol with the goal of maximizing the generation output. The Operating Protocol currently uses a two-zone strategy. Wells on the west side of the NCPA lease producing to Plant 1, Units #1 and #2. Wells on the east side of the NCPA lease produce to Plant #2, Unit #4. This Protocol will maximize generation while allowing for scheduling flexibility and curtailment under the proper economic conditions; and

WHEREAS, for 2018, the proper economic conditions are:

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

The Protocol establishes a 2018 annual generation target of 100.3 gross MW; and

WHEREAS, 2018-19 approved budget covers the proposed action; and

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

NOW, THEREFORE BE IT RESOLVED that the Commission of the Northern California Power Agency adopts the Steam Field Operations and Forecast Report dated April 2018 as the Geothermal Operating Protocol effective July 1, 2018, to remain in effect until replaced by the Commission.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 by the following vote on roll call:

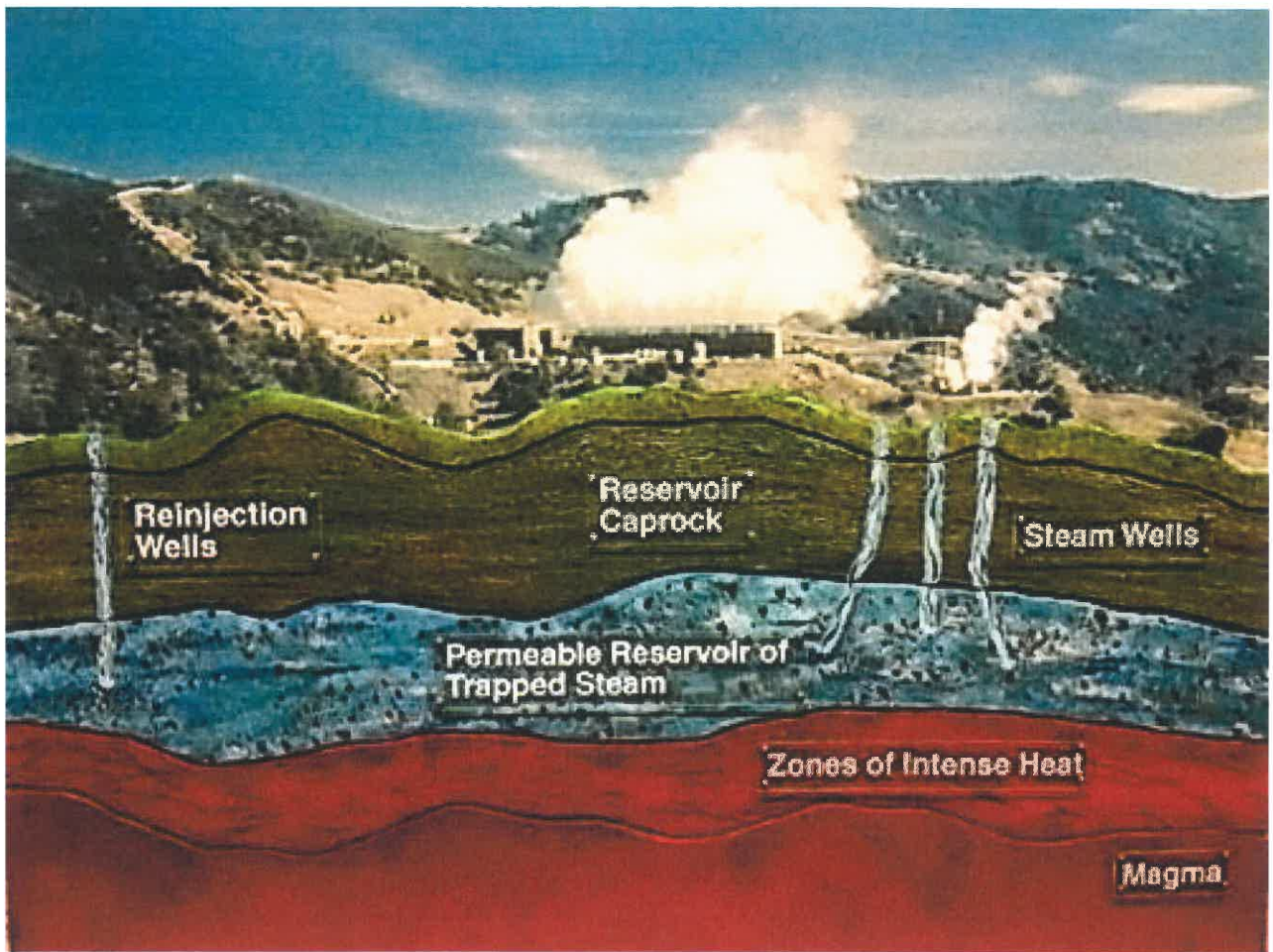
	<u>Vote</u>	<u>Abstained</u>	<u>Absent</u>
Alameda	_____	_____	_____
San Francisco BART	_____	_____	_____
Biggs	_____	_____	_____
Gridley	_____	_____	_____
Healdsburg	_____	_____	_____
Lodi	_____	_____	_____
Lompoc	_____	_____	_____
Palo Alto	_____	_____	_____
Port of Oakland	_____	_____	_____
Redding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

BOB LINGL
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



Steam Field Operations And Forecast Report – April 2018



NCPA
Generation Services – Geothermal Facilities
Steam Field Operations and Forecast Report

April 2018
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NCPA
Generation Services Business Unit
Steam Field Operations and Forecast Report

April 2018

Introduction

This report provides an update on the status of the NCPA Geothermal Project. There are two main sections:

- I. A review of steam field operations including annual production and injection volumes, the Geothermal Operating Plan, water injection program, and projects.
- II. A review of 2017 reservoir performance with a generation forecast for 2018.

Analysis of geothermal reservoir during 2017 indicates a continued 1.9% harmonic decline consistent with prior projections. The average generating capacity for 2017 was 95.1 MW gross or 88.2 MW net. Gross generation for the year was 833.2 GWhrs with net generation of 772.4 GWhrs. Generation was lower than expected due to several transmission line outages mandated by Pacific Gas & Electric during the last quarter of 2017. In addition, the failure of a 2.4 KV transformer kept Unit #2 off line for the entire month of December 2017.

Water injection continues to be essential in maintaining reservoir pressure and mitigating steam production decline rates. The Southeast Geysers Effluent Pipeline project brings an average of 5,600 gpm of wastewater to The Geysers. NCPA and a nearby power producer share the water. In 2017, NCPA received 51.1% of the wastewater delivered to the Geysers. Combined with steam condensate, 2017 water injection rates averaged 3,608 gpm and is a reduction from the previous year's rate of 4,836 gpm. The drop in injection rate is due to NCPA receiving a larger than normal share of wastewater in 2016.

The 2018 generation forecast projects the average generating capacity to be 100.3 MW gross or 92.2 MW net for the year. NCPA geothermal facilities are forecast to generate 868.3 GWhrs gross or 794.8 GWhrs net in 2018. The estimated 25 year projected gross reserves are 17,834 GWhrs or 15,899 GWhrs net.

In terms of the fiscal year, the FY 2018 gross generation is estimated to be 846.3 GWhrs with net generation of 775.7 GWhrs. The respective gross and net generation projected for FY 2019 is 818.4 GWhrs and 748.5 GWhrs.

I. STEAM FIELD OPERATIONS

In This Section

- ▶ Overview of Annual Production and Injection
- ▶ Geothermal Operating Plan
- ▶ Water Injection Program
- ▶ Plant and Steam Field Projects

A. Overview of 2017 Production and Injection

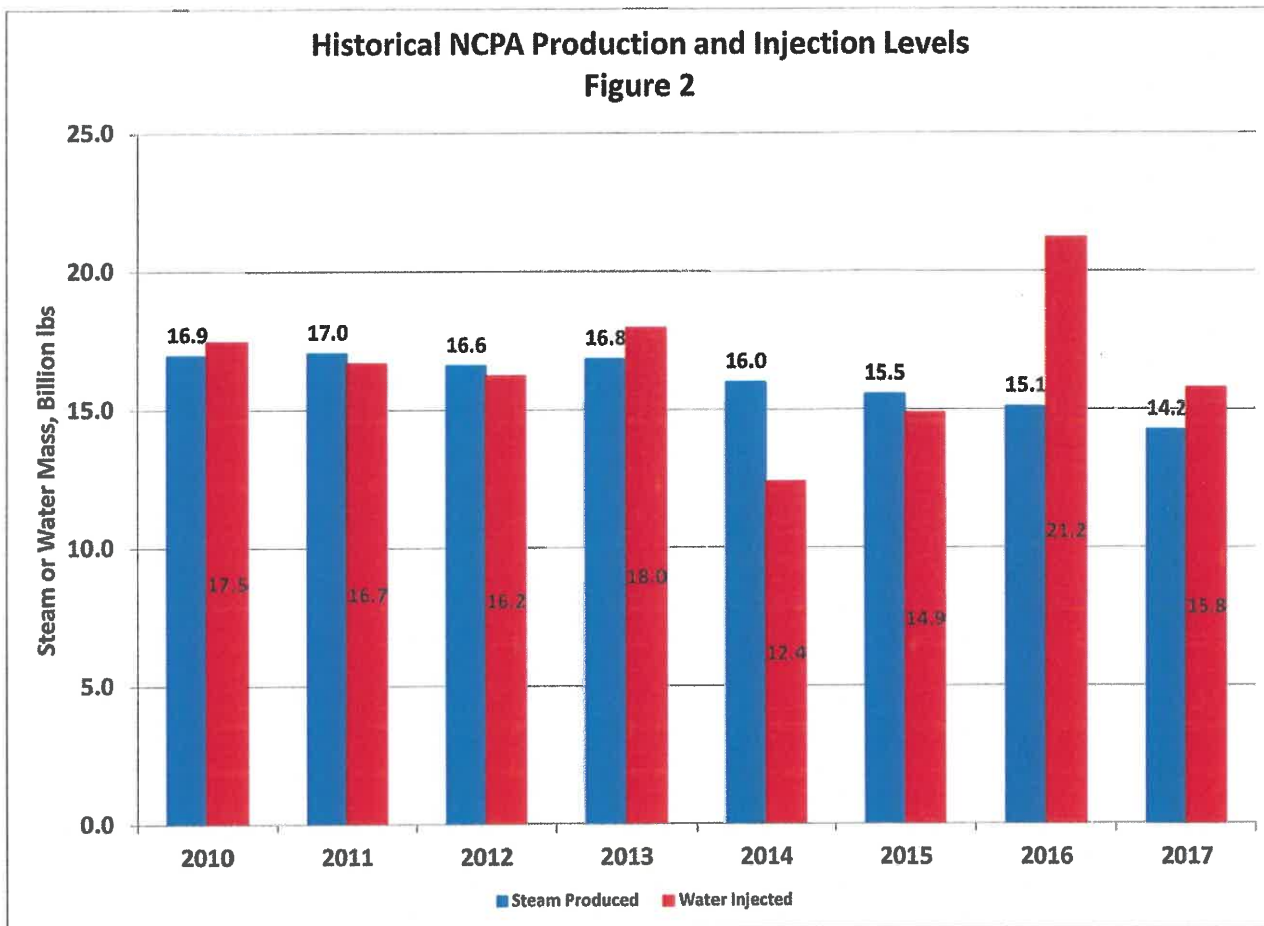
NCPA continued to operate the Geothermal Project as a base load facility in 2017. Steam production for the year was 14.2 Glbs with water injection of 15.8 Glbs for an annual mass replacement ratio of 111%. Water injection on the NCPA lease is a combination of steam condensate recovered from the cooling towers and wastewater from the Southeast Geysers Effluent Pipeline (SEGEP). The water from the SEGEP pipeline is shared between NCPA and a nearby power producer. While NCPA received 51.1% of the wastewater in 2017, the average total injection rate for NCPA decreased from 4,836 gpm in 2016 to 3,608 gpm in 2017. The main reason for the reduction was NCPA had received a much larger share of wastewater in 2016.

The cumulative mass replacement ratio from plant startup in 1983 through 2017 was 66.2% (*Figure 1*). The net mass withdrawal of steam from the reservoir (Mass Produced less Mass Injected) through 2017 is 221.7 billion lbs.

The average generation level for 2017 was 95.1 MW gross or 88.2 MW net. Generation was lower than forecast due to several transmission line outages mandated by Pacific Gas & Electric the last quarter of 2017. A 2.4 KV transformer also failed keeping Unit #2 off line for the entire month of December 2017. In 2018, generation capacity is forecast to be 100.3 MW gross or 92.2 MW net.

Production Highlights during 2017 include:

- ▶ Annual gross generation level in 2017 was 95.1 MW or 88.2 MW net.
- ▶ Average annual mass replacement (i.e., the percentage of steam production replaced by water injection) was 111% in 2017. The 2017 average injection rate was 3,608 gpm and is a 25% decrease over the previous year. The decrease was due to NCPA receiving a higher than normal amount of SEGEP wastewater in 2016.
- ▶ In 2018, the average generation capacity is forecast to be 100.3 MW gross or 92.2 MW net.



B. Geothermal Operating Plan

The Geothermal Project Operating Agreement requires the NCPA Commission to establish an Operating Plan and an annual operating level for the Geothermal Units. The purpose of the plan is to maximize the efficient use of the geothermal resource, protect the power plants and equipment, and meet all regulatory and permitting requirements.

A Geothermal Operating Plan, effective July 1, 2017, was approved and recommended by the Coordinated Operating Group (COG), the Generation Services Business Unit, and the NCPA Commission during the May 25, 2017 meeting. The Plan establishes an Operating Protocol that maintains a Two Zone operation within the NCPA lease. The Two Zone Operation was implemented to improve operational response time during a unit trip at Plant #1 and maximize generation on the NCPA lease while minimizing reservoir communication with nearby competitor operations.

Under this Protocol, the Geothermal Units have normally operated in a baseload condition. Steam production from the west side of the lease, Zone 1, is directed to Units #1 and #2 at Plant #1. Steam production from the east side of the lease, Zone 2, is directed to Plant #2, Unit #4 (*Figure 5*).

While the Protocol maximizes generation, it does allow for scheduling flexibility and reduction of load under the proper economic conditions. The increase in renewable energy in the electrical market has resulted in economic incentives where daily curtailment of the Geothermal Units is being considered. It is recommended that the Operating Protocol allow curtailments to occur under the following conditions.

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

The flexibility to adjust generating loads under these conditions will allow NCPA to take advantage of economic incentives while protecting the power plant equipment, steam field infrastructure and reservoir.

C. Water Injection Program

NCPA continues to operate the steam field in the manner intended to maximize the recovery of injected water. In order to maximize recovery, it is important to have sufficient water and distribute it over the widest possible area of the field. It is also necessary to inject water at the lowest possible rate to maximize the heat transfer between the reservoir rock and water. Other factors that weigh into water injection strategy are targeting hotter zones of the field and higher gas concentrations within the reservoir. The water injection program discusses NCPA's supplemental water source, the Southeast Geysers Effluent Pipeline (SEGEP), current injection operations, micro-earthquake activity and non-condensable gas trends as a result of the injection.

1. Southeast Geysers Effluent Pipeline (SEGEP)

The Southeast Geysers Effluent Pipeline (SEGEP) project is a pipeline bringing water to The Geysers for the purpose of supplementing water injection in the field. During normal years, NCPA receives an average 2,700 gpm out of 5,600 gpm water that is delivered. Injection of this water into The Geysers reservoir helps mitigate reservoir pressure declines and increases steam reserves. *Figure 6* shows the historical SEGEP deliveries for NCPA and the total for the project.

SEGEP deliveries were at normal levels until the Valley Fire occurred in September 2015. The fire damaged several geothermal power plants that are operated by a nearby independent power producer and they were not able to take their allotted share of wastewater for several months. NCPA had a 30% higher than normal water injection from the SEGEP pipeline in 2016 as a result. NCPA's share of the wastewater has since returned to normal levels and average wastewater injection rates were 2,533 gpm in 2017 versus 3,774 gpm in 2016.

2. Injection Operations

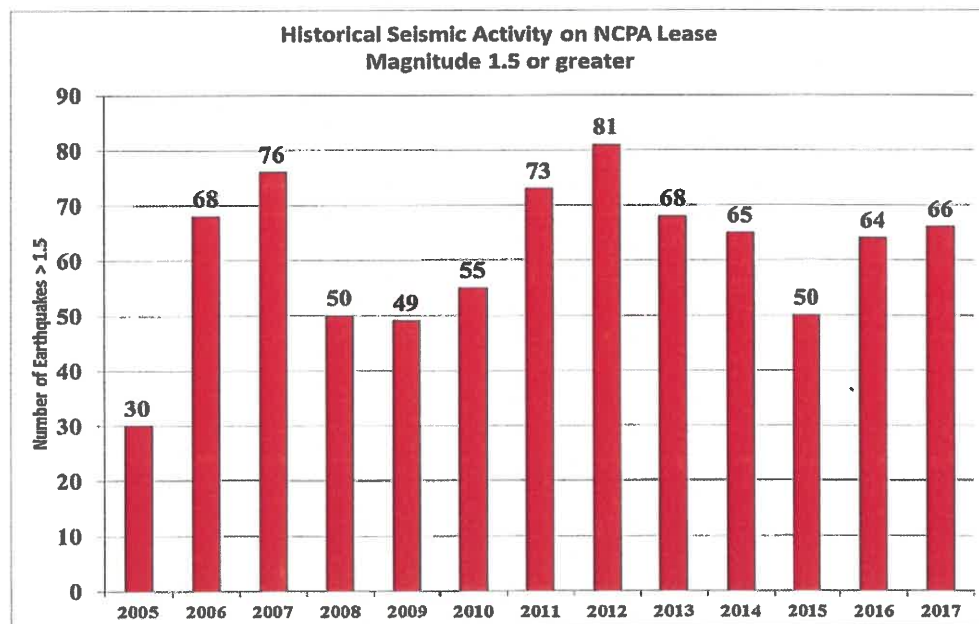
There were 10 different wells used for injection in 2017. The injection strategy continues to be an effort to spread water over large geographic area and limit injection rates down individual wells as much as possible. The 2017 overall injection rate of combined steam condensate and wastewater was 3,608 gpm. This is a reduction from 2016 when the overall injection rate was 4,836 gpm.

Figure 7 shows the relative location of the 10 injection wells on the NCPA lease. Five of these wells, E-8, H-4, Q-1, Q-4, and Q-10 were only connected to the SEGEP pipeline and therefore received only effluent or wastewater. One well, J-6, is a dedicated condensate injection well receiving water from Plant #2. The remaining four wells received a combination of condensate and wastewater. Figure 8 and Table 1 show the relative amounts and type of water each well received in 2017.

3. Micro-earthquake Activity

Studies by the United States Geological Survey (USGS) and others have demonstrated that the steam production and water injection at The Geysers can cause frequent micro seismic events to occur. As a result, NCPA and the other operators are required to continuously monitor and report on the earthquakes that occur within The Geysers geothermal field. Figure 9 is a map showing the locations of the 703 seismic events of magnitude 1.5 and larger that occurred within The Geysers field during 2017. Seven of these events had an earthquake magnitude of 3.0 or greater. The largest seismic event was a magnitude 4.16 on a competitor lease.

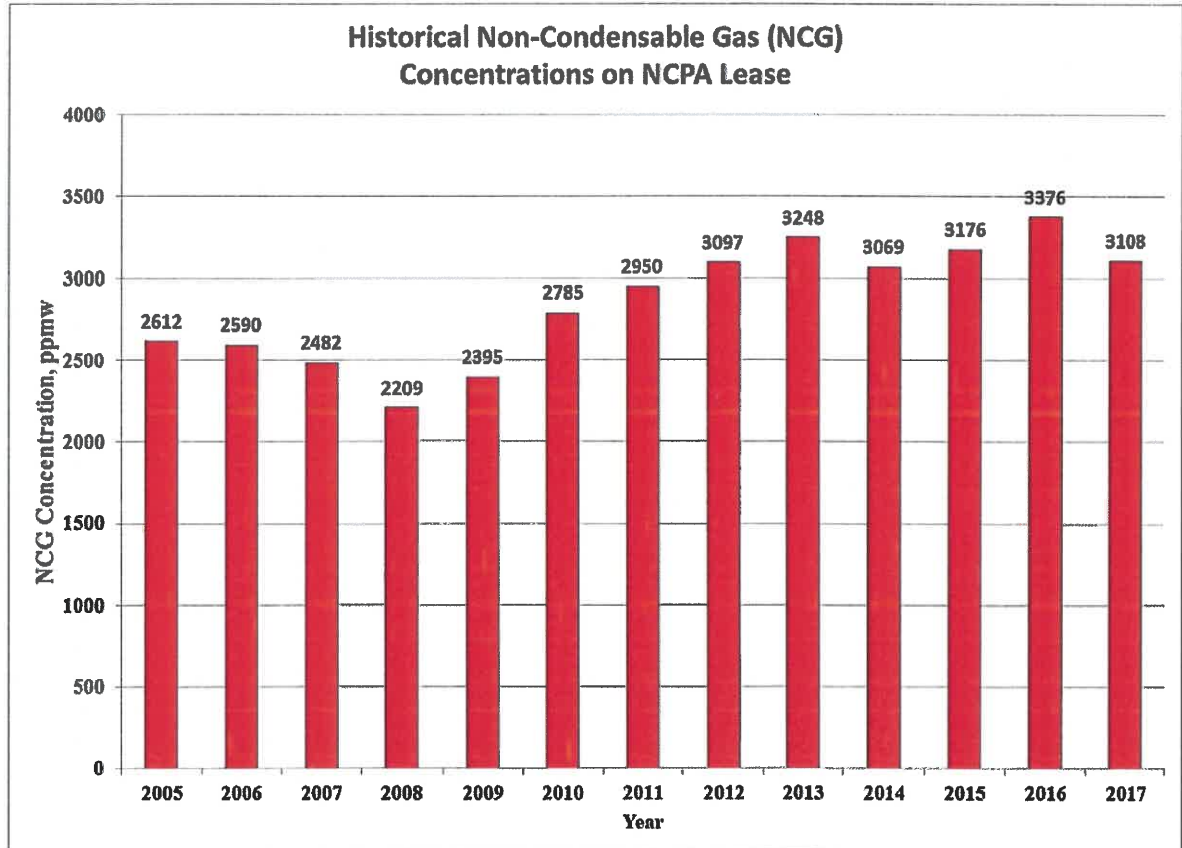
On the NCPA lease, there were 66 events of M=1.5 or greater. The largest event was a magnitude of 2.92. The figure below shows the historical seismic activity for the NCPA lease from 2005 through 2017. The seismic activity for 2017 was slightly higher than the activity in 2016.



4. Non-condensable Gas (NCG) Trends

Non-Condensable Gas (NCG) is a natural product of the reservoir and may be present in varying concentrations within the steam that is produced at The Geysers. NCG production reduces plant efficiency and increases chemical treatment costs. The values vary significantly based on operating guidelines for the field, plant outages, or injection strategy. Water injection in areas of high gas concentration generally reduces NCG production and improves plant efficiency.

Table 4 shows an annual sampling of all the producing wells in the field and the analysis for NCG's. These values can vary somewhat based on daily operational changes and the adjustment of injection strategies within the field, but are considered to be typical concentrations of NCG's for these wells. NCG concentrations were slightly down from the 2016. Figure 10 shows a comparison of the relative changes throughout the field.



D. Geothermal Facility Projects

Major projects completed in 2017 were:

- Plant #1 Yard Repair – A large 40 ft x 100 ft concrete pad was constructed in the Plant #1 yard to prevent asphalt damage from continued storage of phase separators and sulfur bins. In addition, a gas cylinder storage shed was constructed and repairs to existing asphalt in the plant yard were done. The project was completed on March 10, 2017 at a cost of \$206,865.
- Unit #4 Main Steam Pipeline – A new Unit #4 main steam pipeline was constructed for the purposes of reducing pressure losses and improving in generation. The pipeline was put into service on March 30, 2017 and the unit saw the expected 1 MW gain in generation. The project cost was the budgeted amount of \$950,000. With this project cost and generation benefit, the economics show a three-year payback on investment with an IRR of 38.5% achieved over a fifteen year life.

In 2018 and 2019, the planned major projects are:

- Plant #1 Overhaul – Both Units #1 and #2 at Plant #1 are scheduled for six week overhauls starting in April 2019. The scope of work will be to pull and inspect the both turbines, the Unit #2 generator, clean the condensers and Stretford gas processing equipment, and repair the balance of plant equipment. The Plant #1 overhaul is budgeted for \$2.9 million.
- P-Site Well Workovers – The wells P-4 and P-7 have partially collapsed casing that is inhibiting flow from these wells. The workovers will remove the restriction and restore full flow from the wells. The P-Site workovers will cost an estimated \$6 million.
- Plant #1 Ejector Upgrade – Steam ejectors at both Plants #1 and #2 are used to remove non-condensable gases from the steam condensers. The steam ejectors at Plant #1 are to be upgraded to operate at a lower pressure and use less steam. The project has been budgeted for \$275,000.
- Ball Cleaning System Upgrade – Ball cleaning systems are used to keep scale and debris from building up in the tubes of the steam condenser. Both ball cleaning systems at Plant #1 and #2 are over thirty years old and do not operate efficiently. They will be gradually replaced with more efficient systems. The project is currently budgeted for \$250,000.

II. 2017 RESERVOIR PERFORMANCE REVIEW

In This Section

- ▶ Reservoir Pressure Distribution
- ▶ Reservoir Pressure and Flowrate Decline
- ▶ 2017 Generation Review
- ▶ 2018 Generation Forecast

Reservoir performance can be affected by a number of factors such as changes in the location or amount of water injected, the operating pressure of the field, gain or loss of production wells, or changes in the operation of nearby competitor leases. The effects of these changes on the reservoir are normally monitored by conducting pressure build-up tests on production wells, tracer tests on injection wells, and a continuous review of pressure, temperature, and flowrate data from the field. This section will discuss recent changes in reservoir pressure distribution, reservoir pressure decline, and steam field flowrate decline.

A. Reservoir Pressure Distribution

One of the most important parameters in predicting and explaining reservoir performance is static reservoir pressure. *Figure 11* shows areal pressure distributions of static reservoir pressures for April 2017 and January 2018. In general, wells on the west side of the field have the lowest reservoir pressures (< 80 psig) and the east side of the field continues to be the higher pressure area.

B. Reservoir Pressure and Flowrate Decline

Changes in reservoir pressure over time are a function of the mass-replacement ratio. By injecting steam condensate and supplementing it with run-off fresh water and secondary treated wastewater from the Southeast Geysers Project, the decline in reservoir pressures has moderated or slowed with time.

In 2018, 65 wells were shut-in at various times to conduct pressure build-up tests. The tests revealed that the average wellhead shut-in pressure was 74.7 psig or an average increase in wellhead pressure of 2.6 psig. This may be a result of reduced injection when wastewater flows from the SEGEP pipeline were reduced due to drought conditions. The average well on the NCPA lease flows 25,700 lb/hr at 44.1 psig.

The projected flowrate decline is shown in *Figure 13*. In 2017, the overall steam field flow rate averaged 1,731 klbs/hr. This flow rate is projected to be 1,711 klbs/hr in 2018. The overall steam field decline is a harmonic 1.9%. Continued and strategic injection of water over a wide area of the reservoir is expected to enhance recovery and provide better reservoir pressure support in future years.

C. 2017 Generation Review

Gross generation for the NCPA Geo Facilities in 2017 was 833.2 GWhr with net generation of 772.4 GWhr. For FY 2018, gross generation is estimated to be 846.3 GWhrs with net generation of 775.7 GWhrs. The 2017 gross generation level was an average of 95.1 MW while net generation level averaged 88.2 MW.

D. 2018 Generation Forecast

The updated forecast of future reservoir performance, and the resulting energy generation forecast for the NCPA geothermal plants, was developed using decline curve analysis. Included in the forecast are:

1. Operation of the steam field in a two-zone operation.
2. The continued benefits being derived from the Southeast Geysers Effluent Pipeline Project.

The most recently developed forecast of steam field operations is illustrated in *Figure 12*. This graph shows NCPA's 35 year historical data for both steam production and water injection, and forecasts of production and injection out to year 2042. With the startup of the Effluent Pipeline in September 1997, and with its continuous operation projected thereafter, the average annual mass replacement is approximately 100%. Water injection should continually exceed production in the future and a gradual decline in the level of steam production will approach a near-sustainable level of 80% of the mass of water injected.

The total amount of steam capable of being produced by NCPA through year 2042 is currently estimated at 301.5 billion pounds. Remaining gross generation reserves are estimated to be 17,834 GWhr with net reserves of 15,899 GWhr. *Figures 14* and *15* respectively show the projected net generation capacity and total net generation amount for 2018 through 2042. *Table 4* details the annual gross and net generation. A more detailed monthly five year forecast can be found in *Table 5*.

In 2018, it is estimated that the Geo Facilities will generate 868.3 GWhrs gross or 794.8 GWhrs net. Respective gross and net generation capacity for the year are projected to be 100.3 MW gross and 92.2 MW net. For, FY 2019, the respective gross and net generation amounts are projected to be 818.4 GWhrs and 748.5 GWhrs.

SUMMARY

Steam Field Operations

- The NCPA lease produced 14.24 Glbs steam while injecting 15.78 Glbs of water resulting in an average mass replacement of 111% for the year.
- The average gross generation level for 2017 was 95.1 MW gross while the net generation level was 88.2 MW net.
- The average water injection decreased from 4,836 in 2016 to 3,608 gpm in 2017. The drop in injection rate was mainly due to NCPA receiving an excessive amount of wastewater in 2016 and a return to more normal level in 2017.
- Economic conditions may make it advantageous to periodically curtail the Geothermal Units. Curtailment of the units is recommended under the following conditions.
 - Day Ahead Market Prices are a minimum of negative \$25 per MWhr.
 - The level of curtailment is limited to 45 MW with discretion to adjust this level based on the steam field response.
 - Duration of the curtailment is a minimum of 4 hours.
 - Curtailments are limited to once per calendar day.

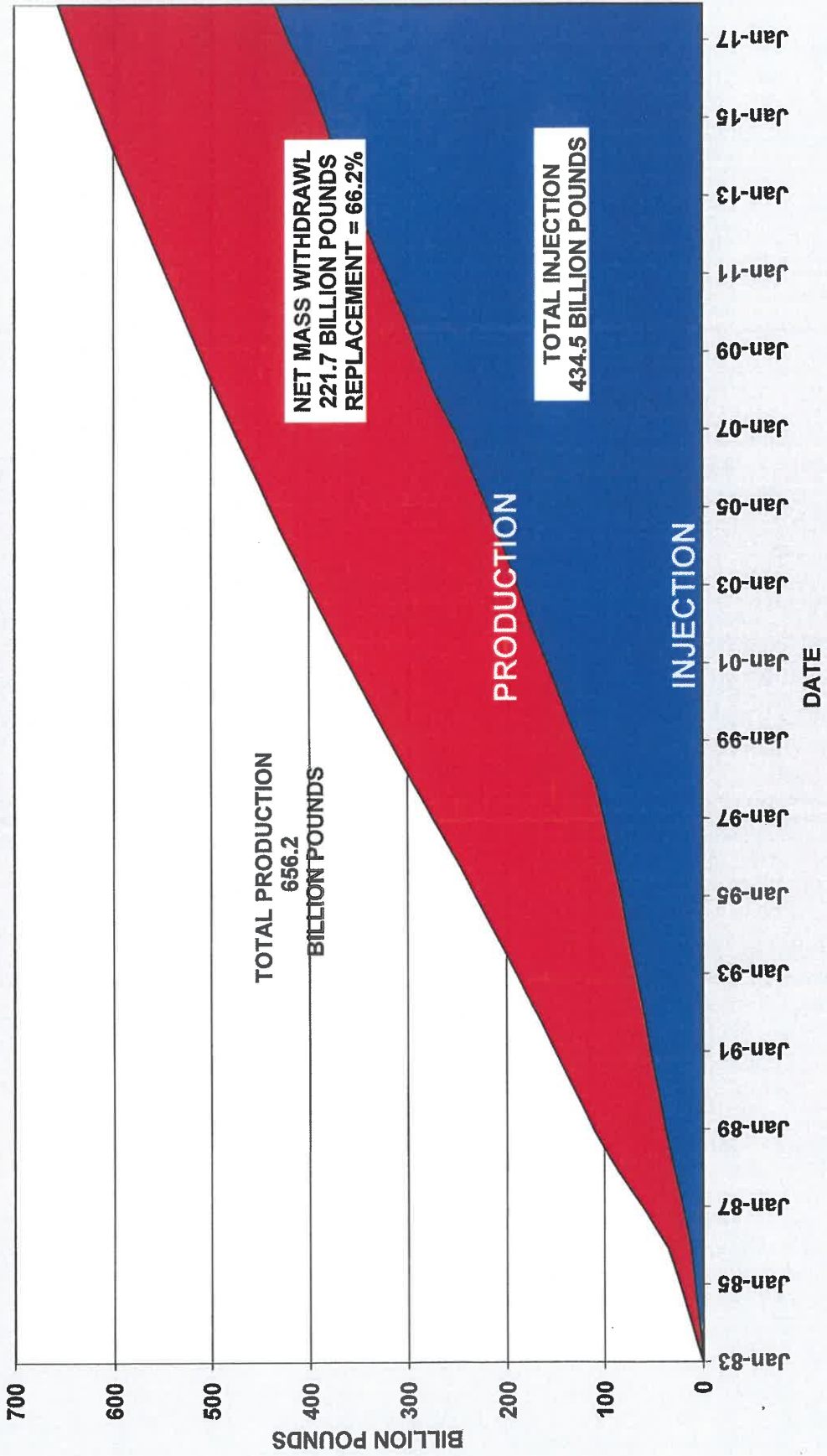
2017 Reservoir Performance Review

- Average shut-in wellhead pressure for the NCPA lease was 74.7 psig. The average well produces 25.7 kph at 44.1 psig.
- The steam field deliverability was 1,731 klbs/hr in 2017. The projected 2018 deliverability is 1,711 klbs/hr. The projected harmonic decline rate going forward is 1.9%.

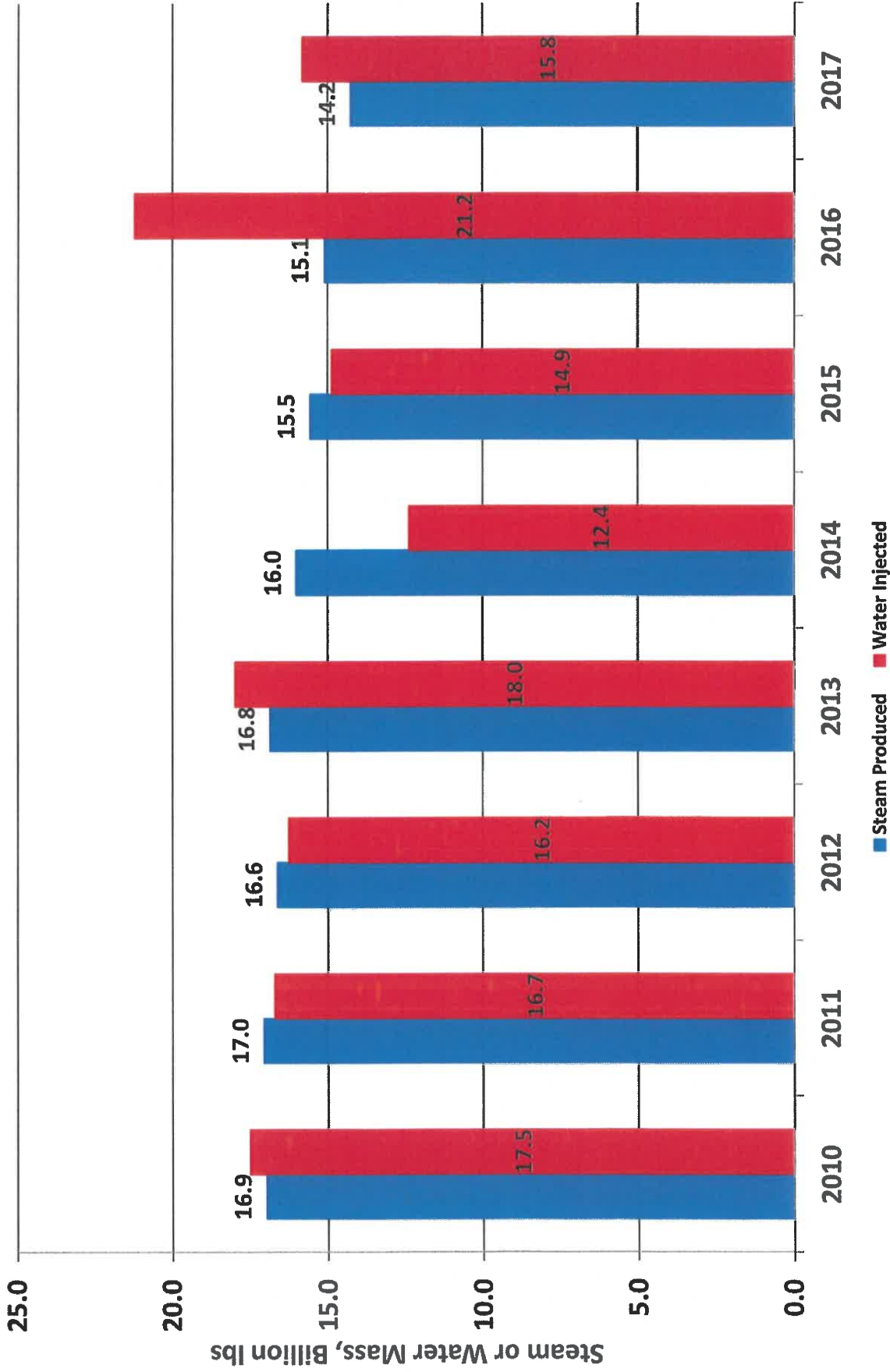
2017 Generation Review and 2018 Generation Forecast

- Gross generation for 2017 was 833.2 GWhrs with net generation of 772.4 GWhrs. For FY 2018, gross generation is projected to be 846.3 GWhrs with net generation of 775.7 GWhrs.
- The generation forecast covers the period from 2018-2042. Recoverable steam reserves are 301.5 billion pounds with the total amount of remaining gross generation estimated at 17,834 GWhr or net generation of 15,899 GWhr.
- The gross generation capacity for 2018 is expected to be 100.3 MW or 92.2 MW net. Gross generation forecast for the year is 868.3 GWhrs or 794.8 GWhr net. For FY 2019, the respective gross and net generation amounts are 818.4 GWhrs and 748.5 GWhrs.

FIGURE 1
NCPA STEAMFIELD
CUMULATIVE PRODUCTION AND INJECTION

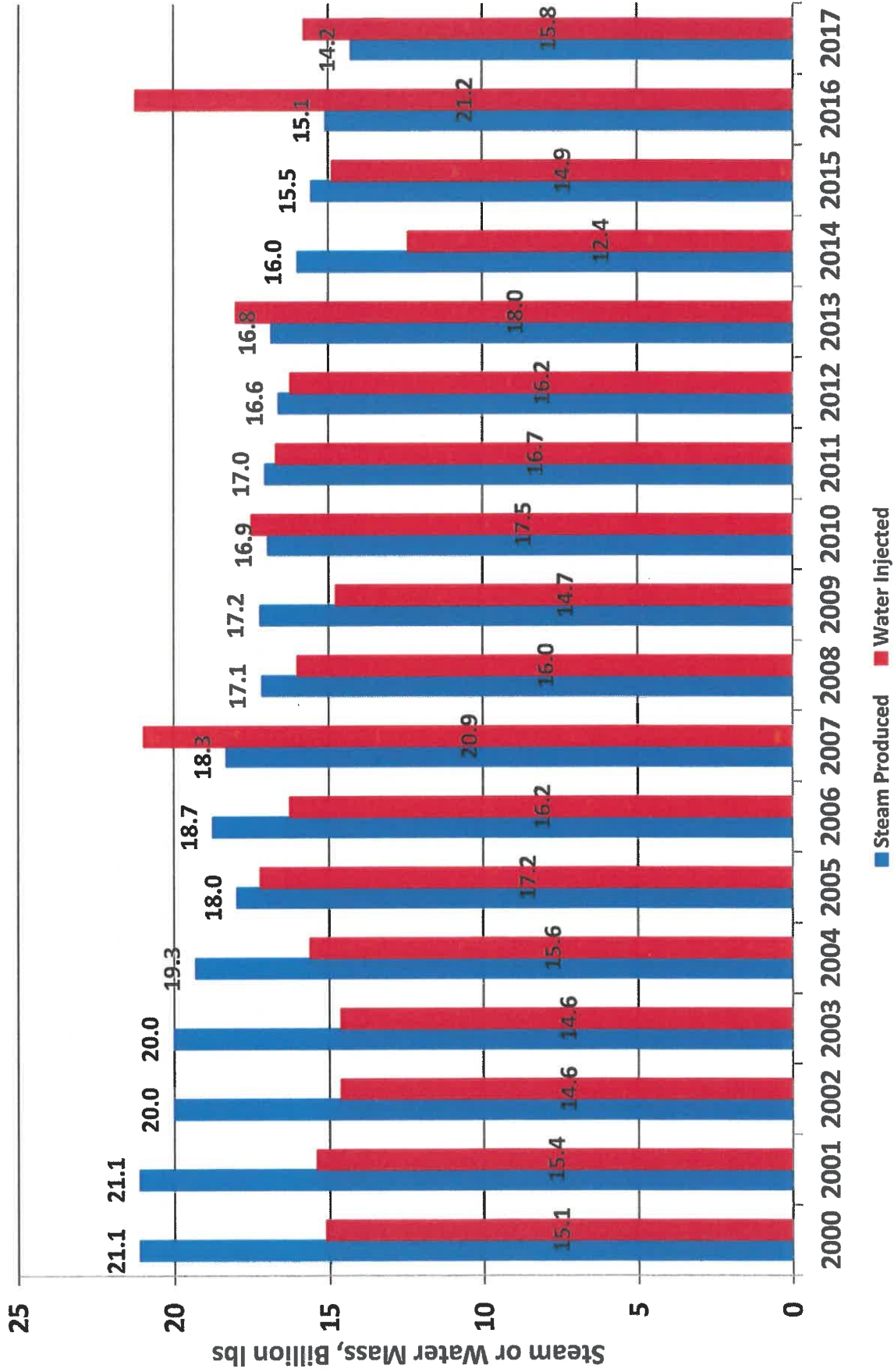


Historical NCPA Production and Injection Levels
Figure 2

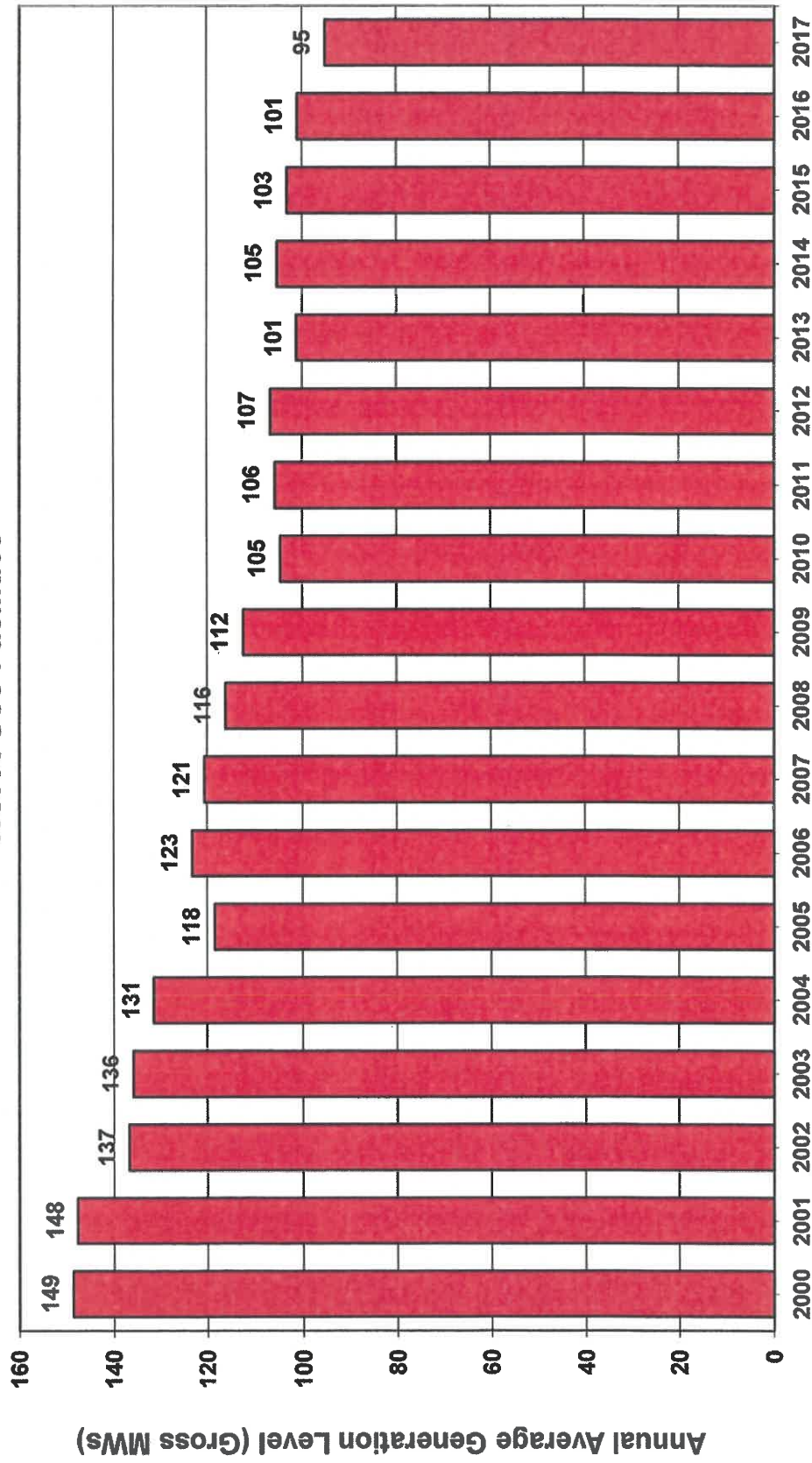


Historical NCPA Production and Injection Levels

Figure 2



**Figure 3. Historical Power Generation Levels
NCPA Geo Facilities**



*Generation levels include downtime for unit outages and overhauls

2017 Gross Steam Utilization
Figure 4

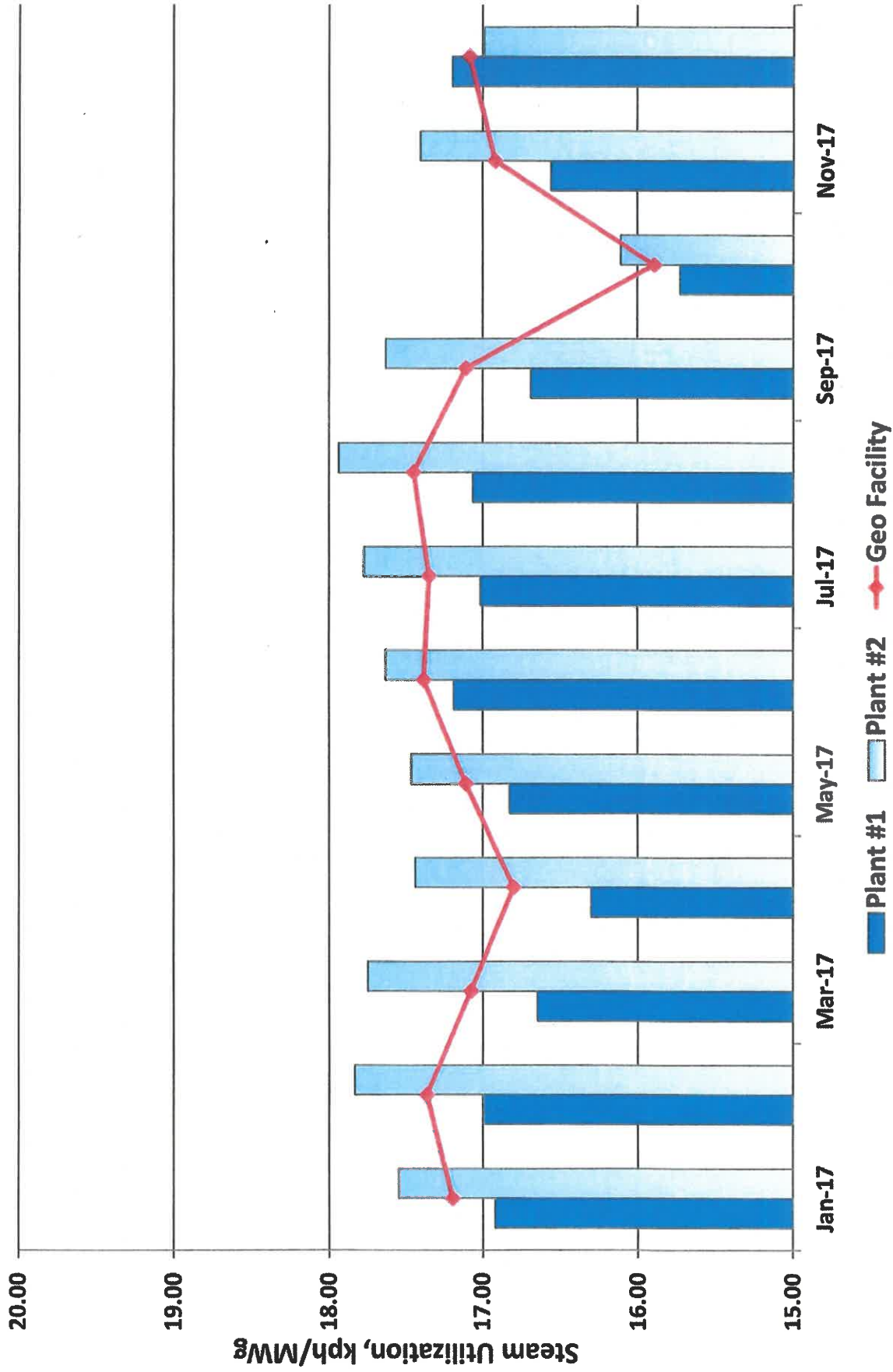
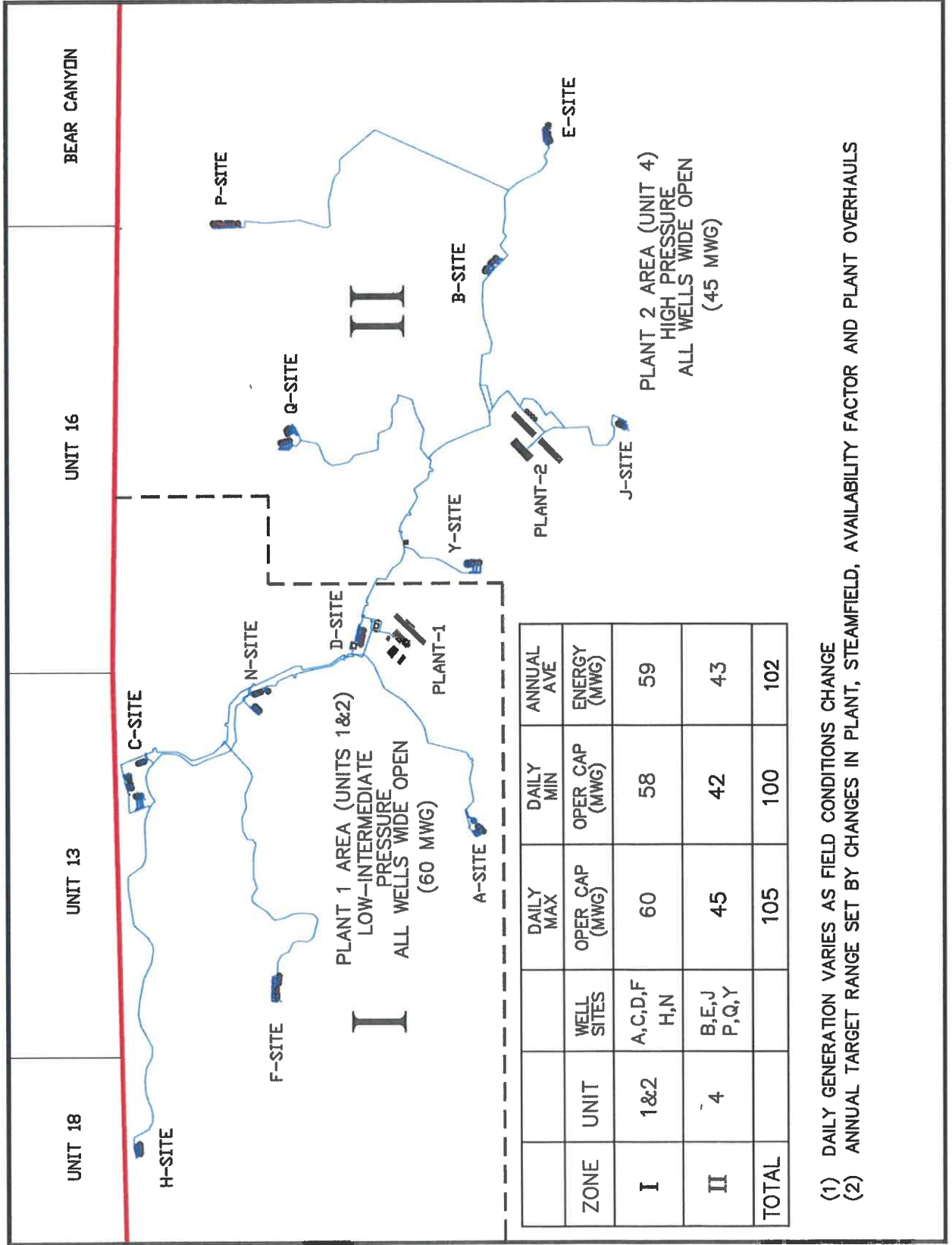


Figure 5. GEOTHERMAL OPERATIONAL PLAN 2018



- (1) DAILY GENERATION VARIES AS FIELD CONDITIONS CHANGE
- (2) ANNUAL TARGET RANGE SET BY CHANGES IN PLANT, STEAMFIELD, AVAILABILITY FACTOR AND PLANT OVERHAULS

**Figure 6. History of SEGEP Deliveries Total and NCPA
(Annual Average GPM)**

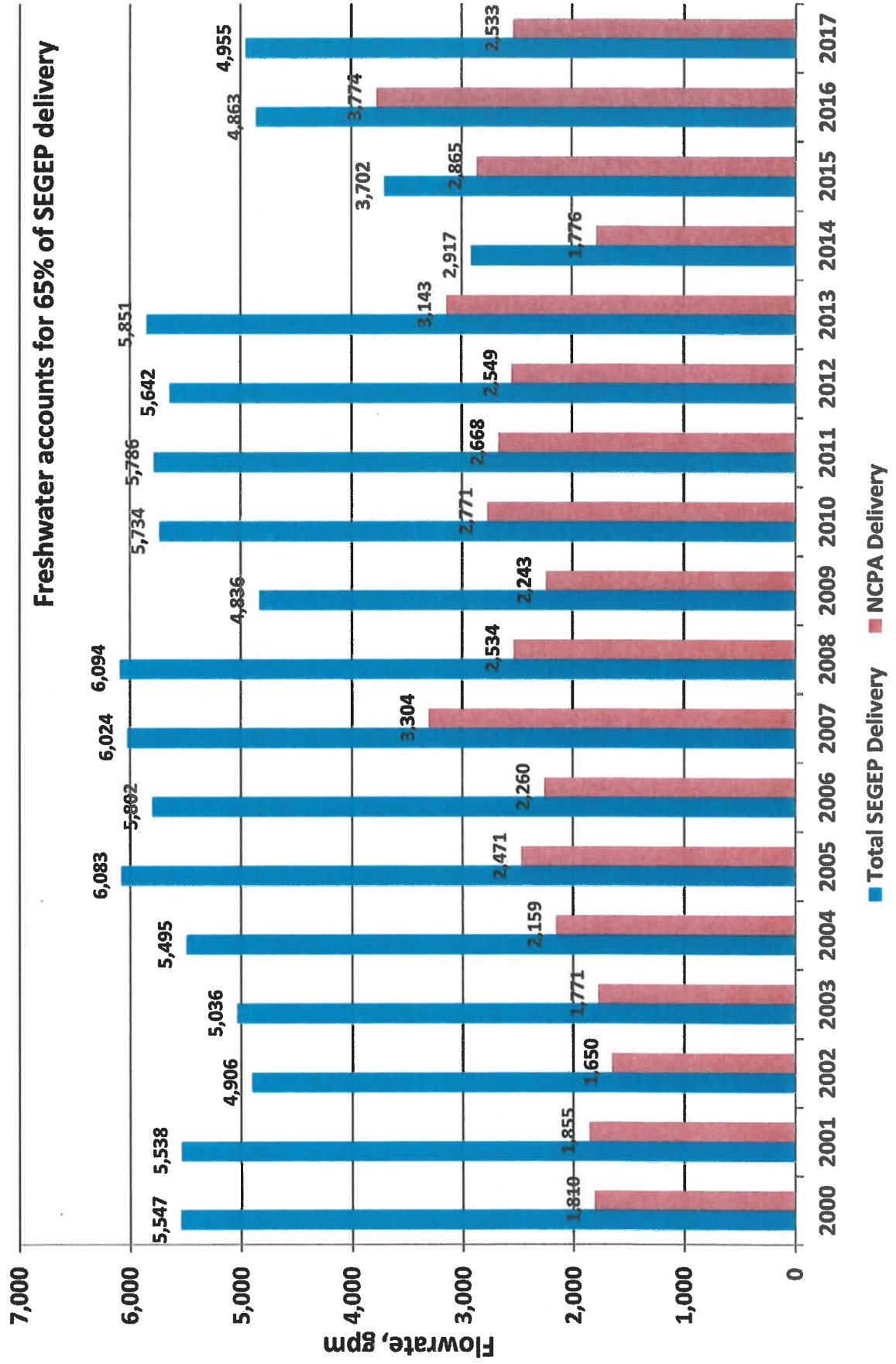


FIGURE 7 MODIFIED PLAN OF INJECTION

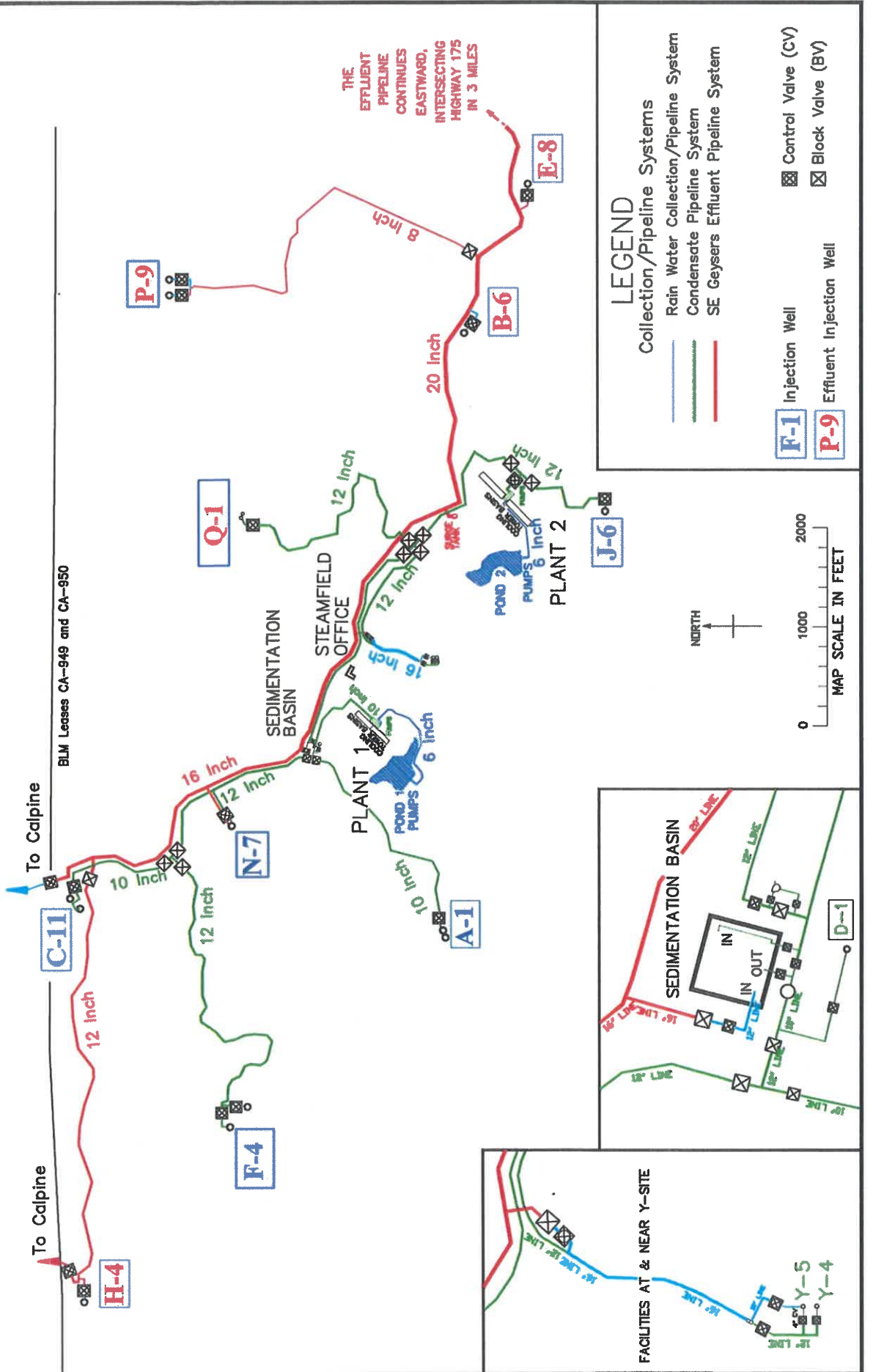
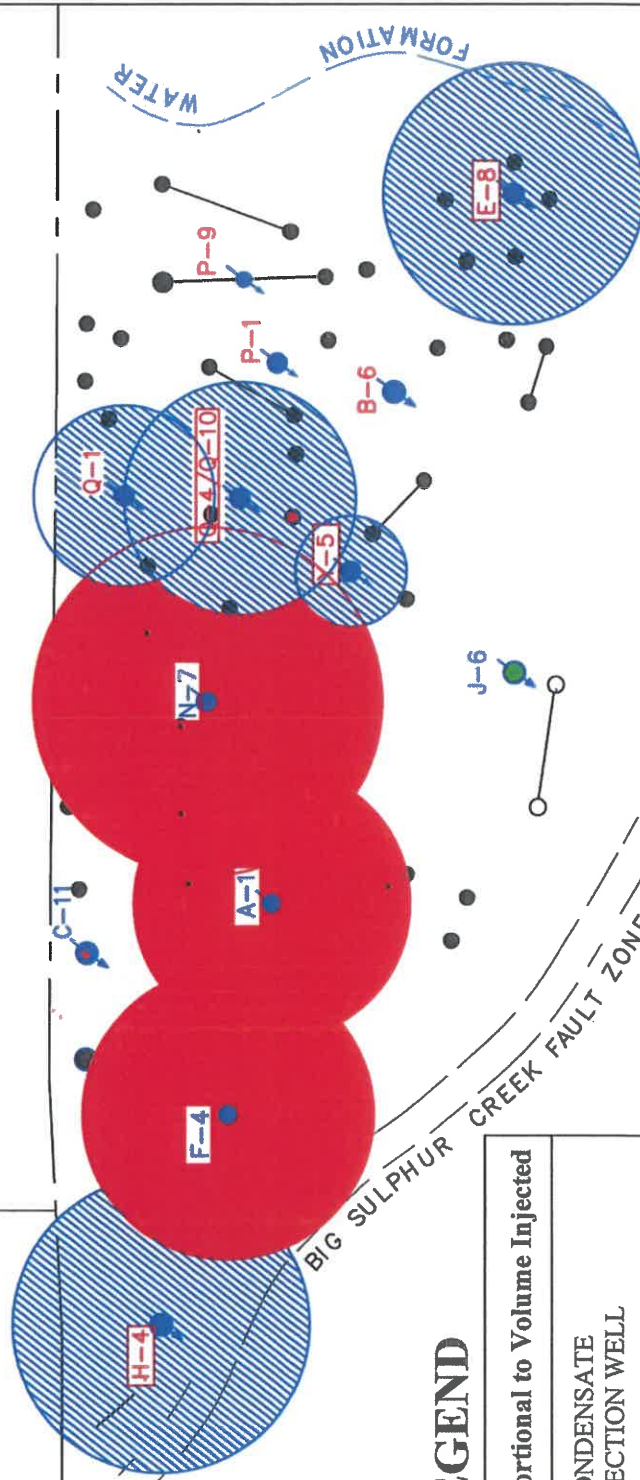


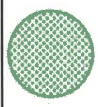



FIGURE 8
NCPA STEAM FIELD
RELATIVE DISTRIBUTION OF INJECTED WATERS
DURING 2017

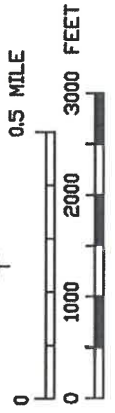
CALPINE

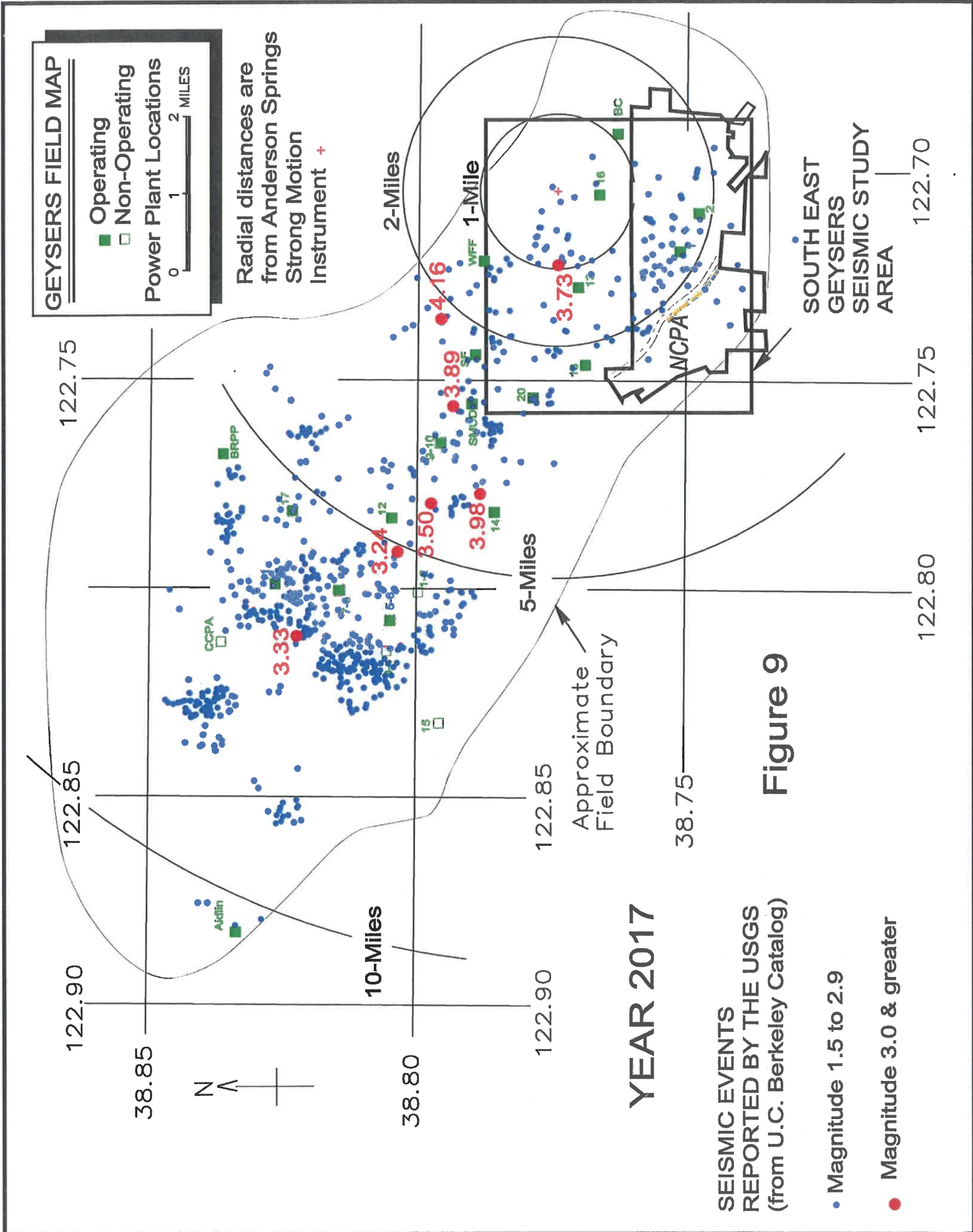
CALPINE



LEGEND

Circle Area is Proportional to Volume Injected
 CONDENSATE INJECTION WELL
 EFFLUENT INJECTION WELL
 MIXED CONDENSATE AND EFFLUENT WATER INJECTION WELL
 STEAM PRODUCTION WELL LOCATION





GEYSERS FIELD MAP

■ Operating
□ Non-Operating
 Power Plant Locations

0 1 2 MILES

Radial distances are from Anderson Springs Strong Motion Instrument +

Figure 9

YEAR 2017

SEISMIC EVENTS REPORTED BY THE USGS (from U.C. Berkeley Catalog)

- Magnitude 1.5 to 2.9
- Magnitude 3.0 & greater

FIGURE 10
NONCONDENSABLE GAS CONCENTRATIONS
IN NCPA STEAM (ppm)

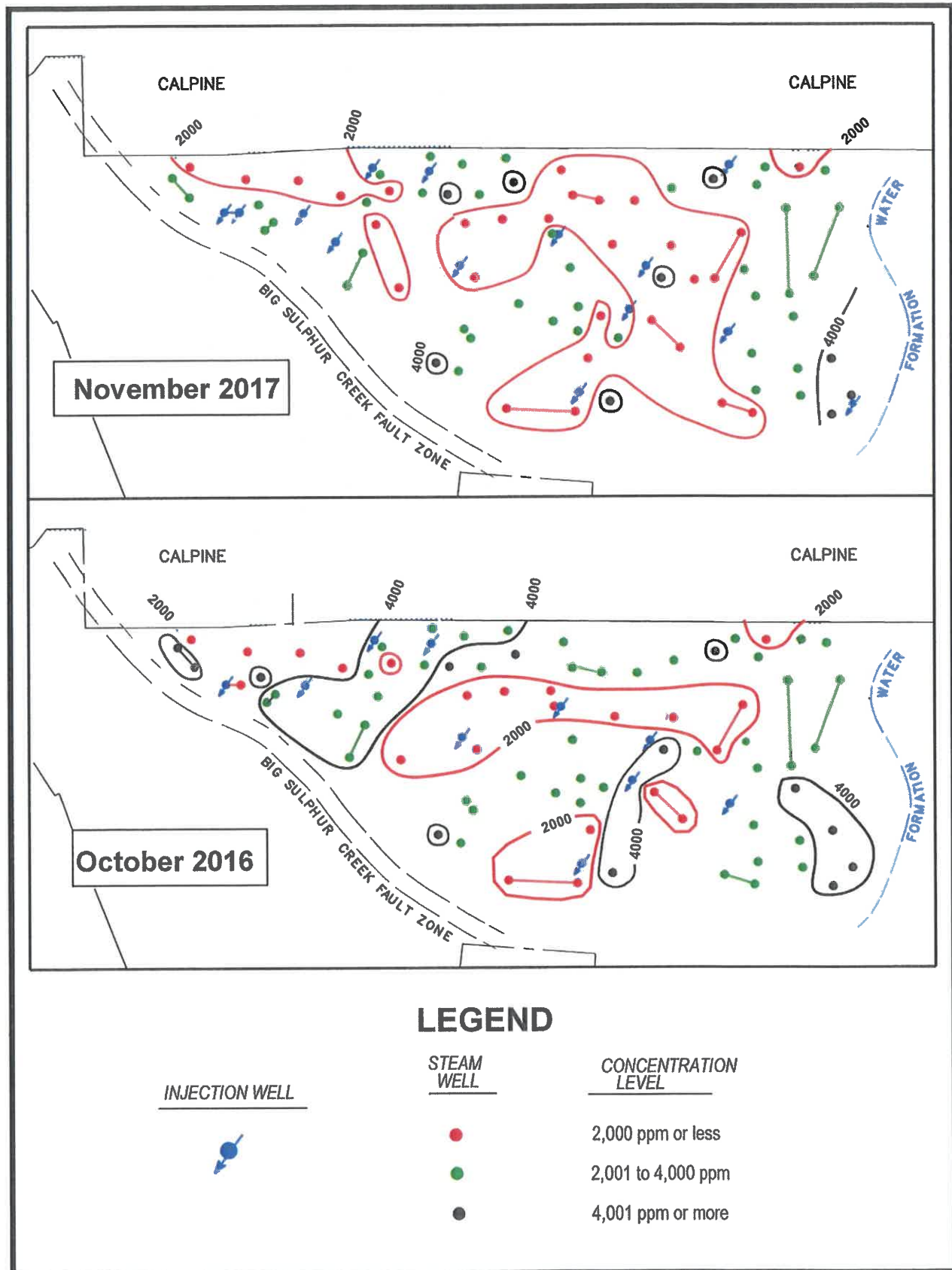
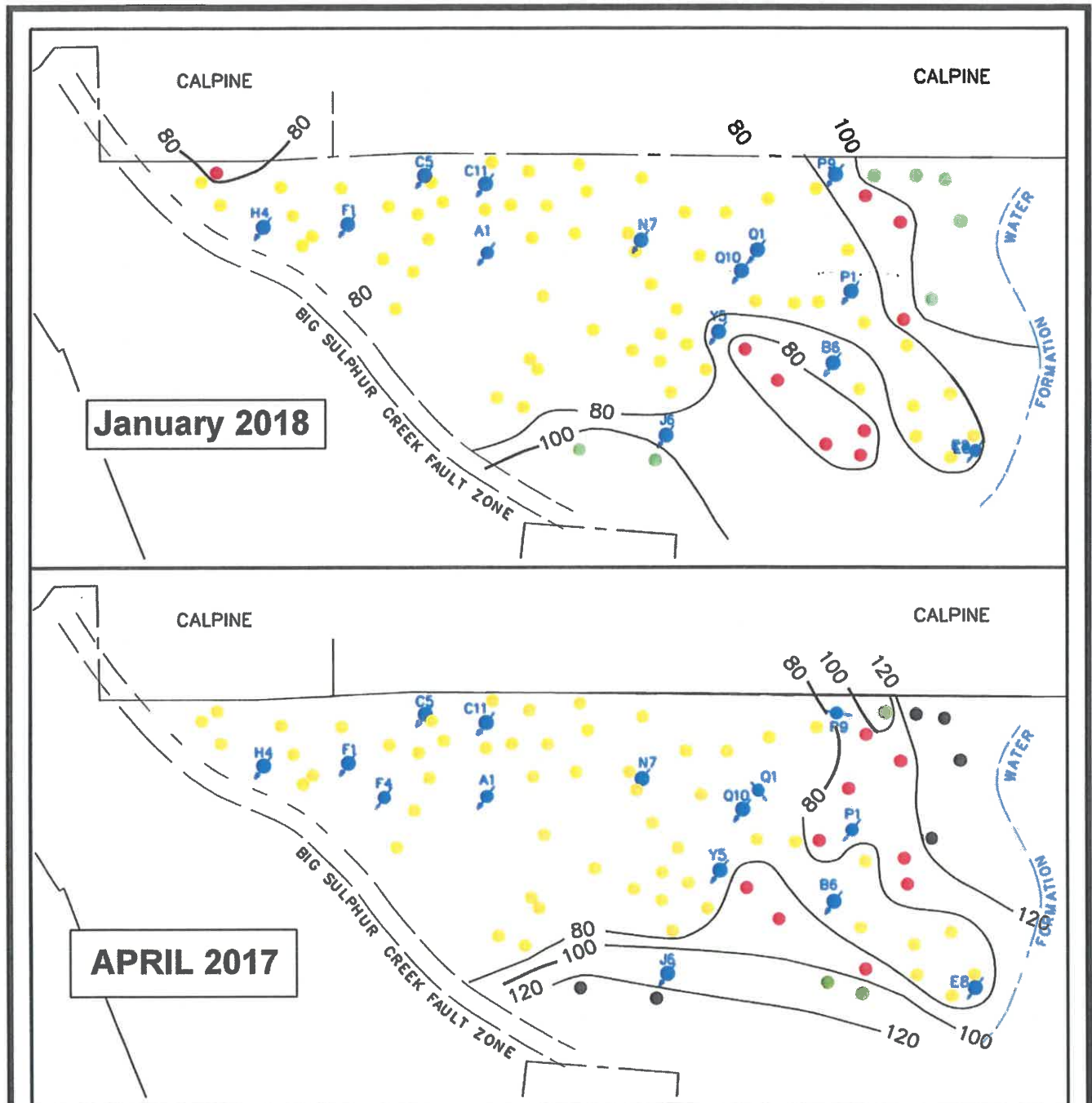


FIGURE 11

NCPA STEAM FIELD RESERVOIR PRESSURE

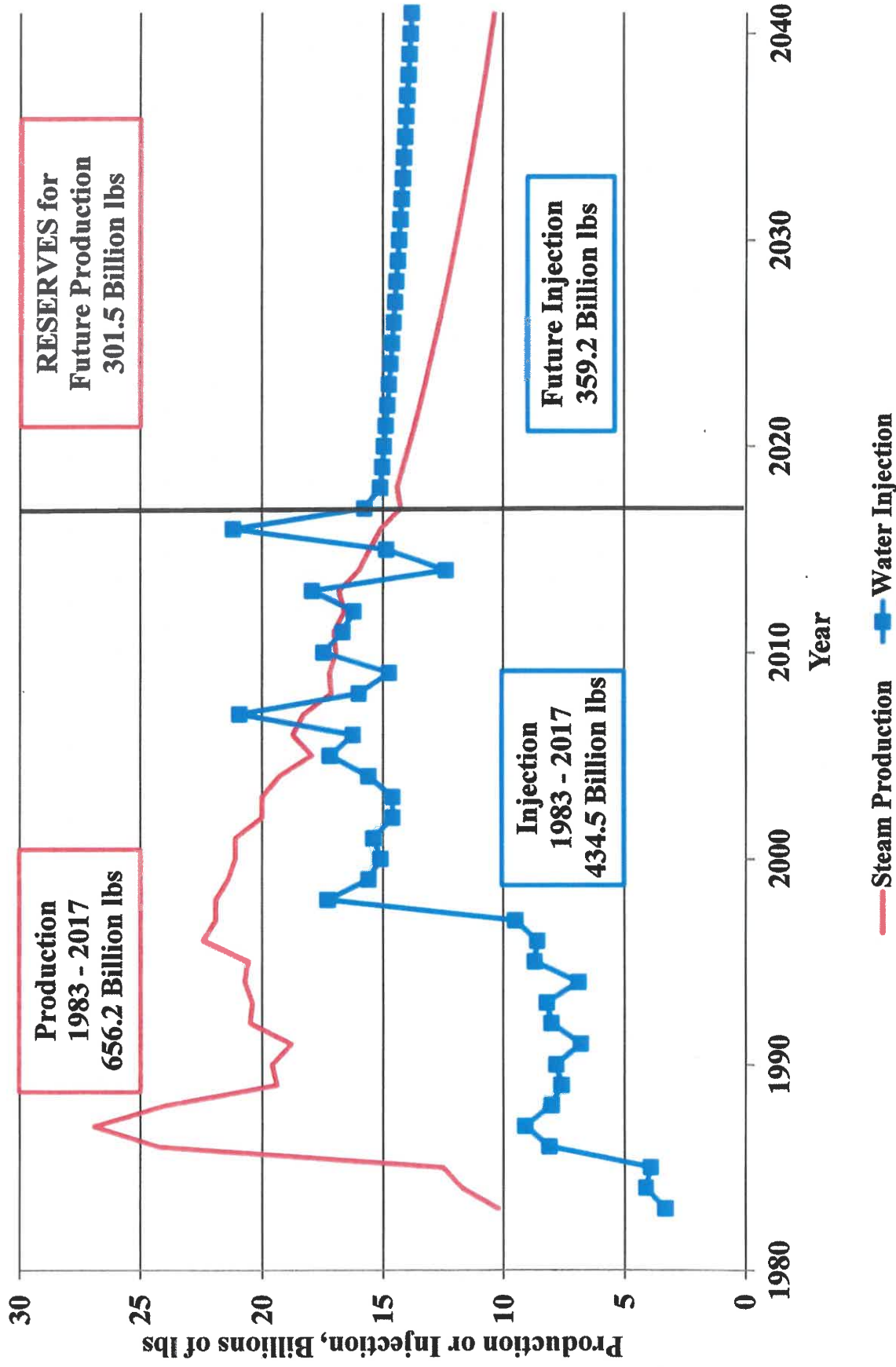


LEGEND

<u>ISOBARIC CONTOUR</u>	<u>AREA</u>	<u>STEAM WELL LOCATION</u>	<u>RESERVOIR PRESSURE (PSIG)</u>
	LOW	●	< 80
	MEDIUM LOW	●	80 - 100
	MEDIUM HIGH	●	101 - 120
	HIGH	●	> 120

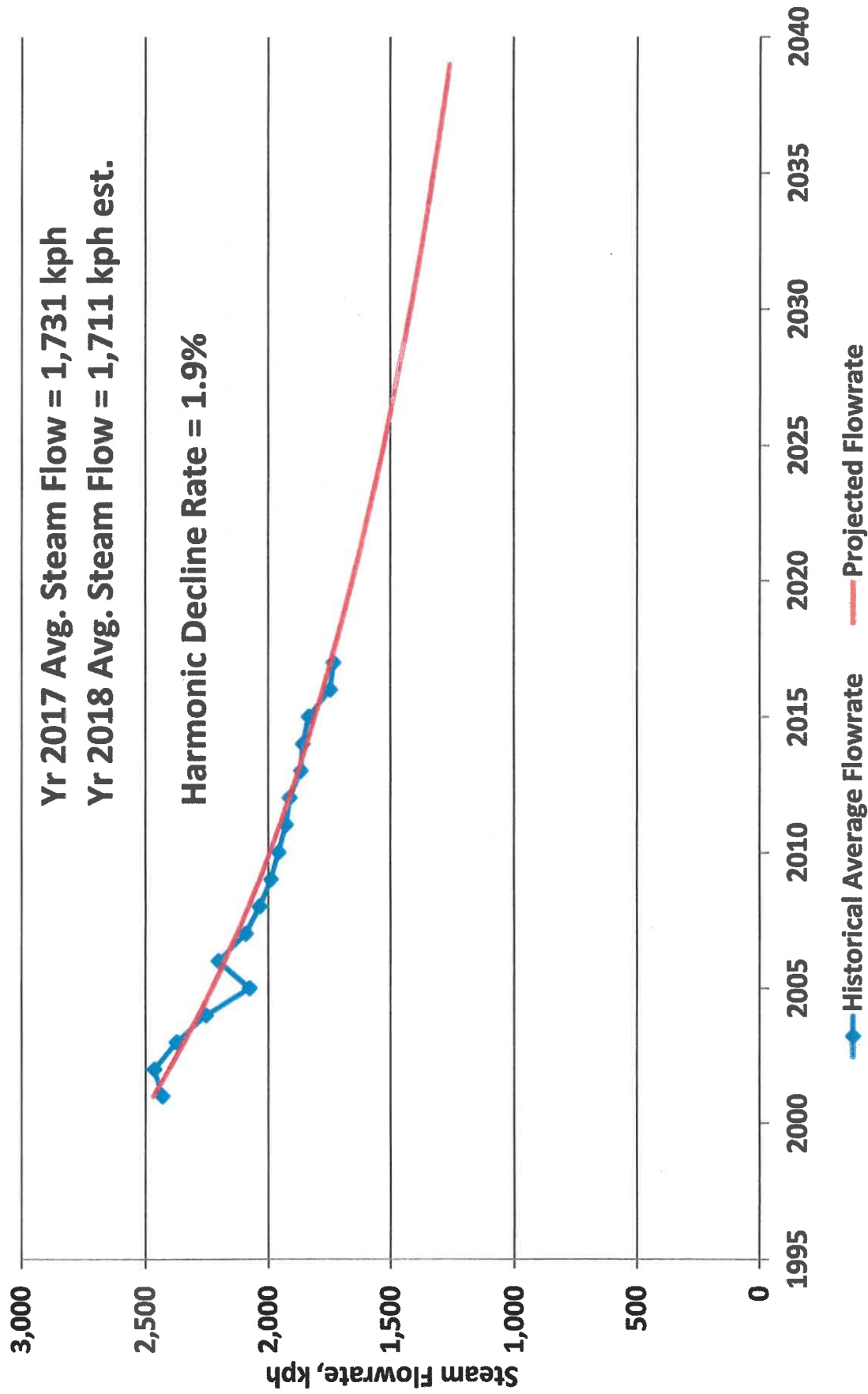
Historical and Forecast Steam Production & Water Injection

Figure 12



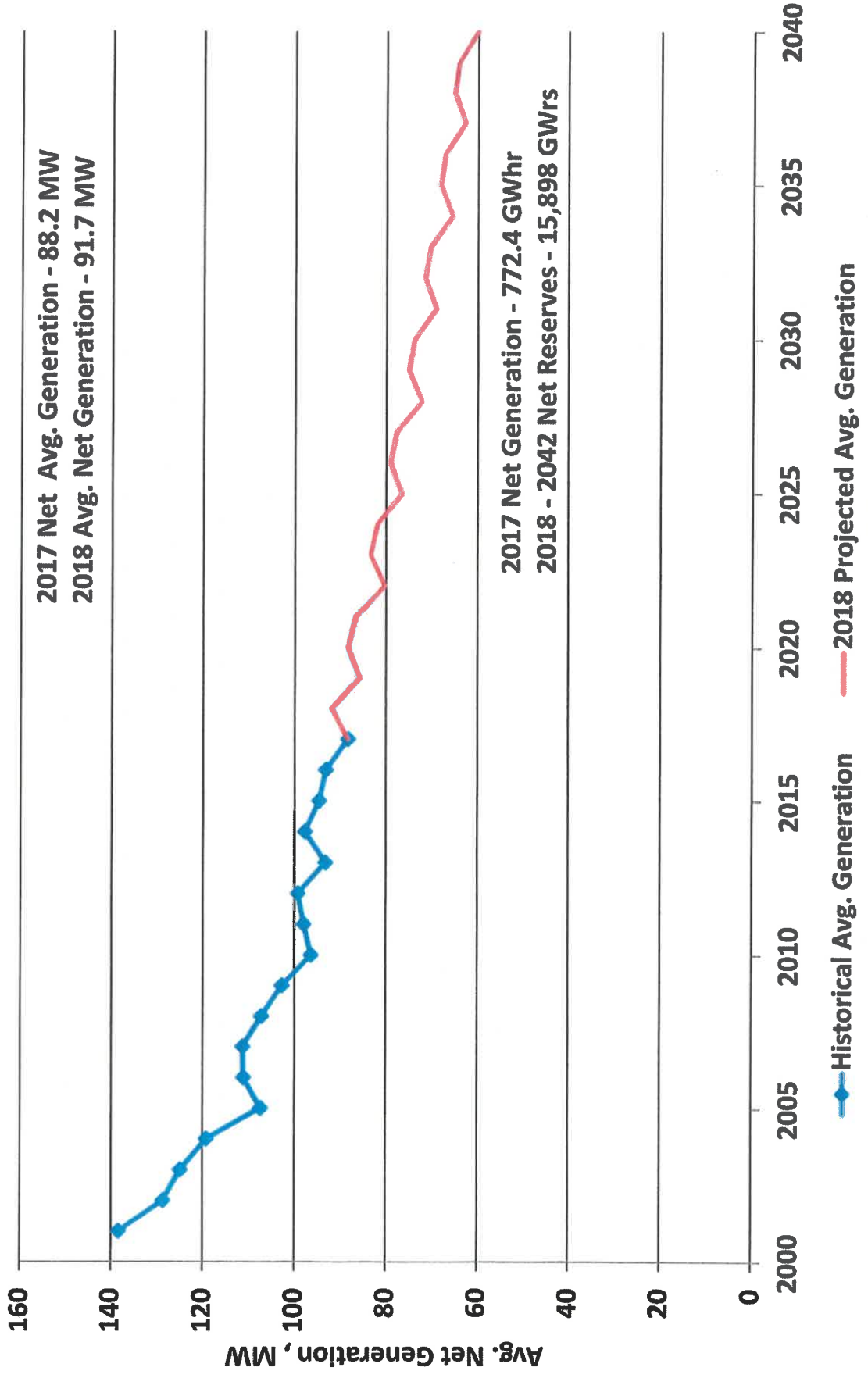
Historical and Projected Steam Flowrates Combined NCPA Plant #1 & #2

Figure 13



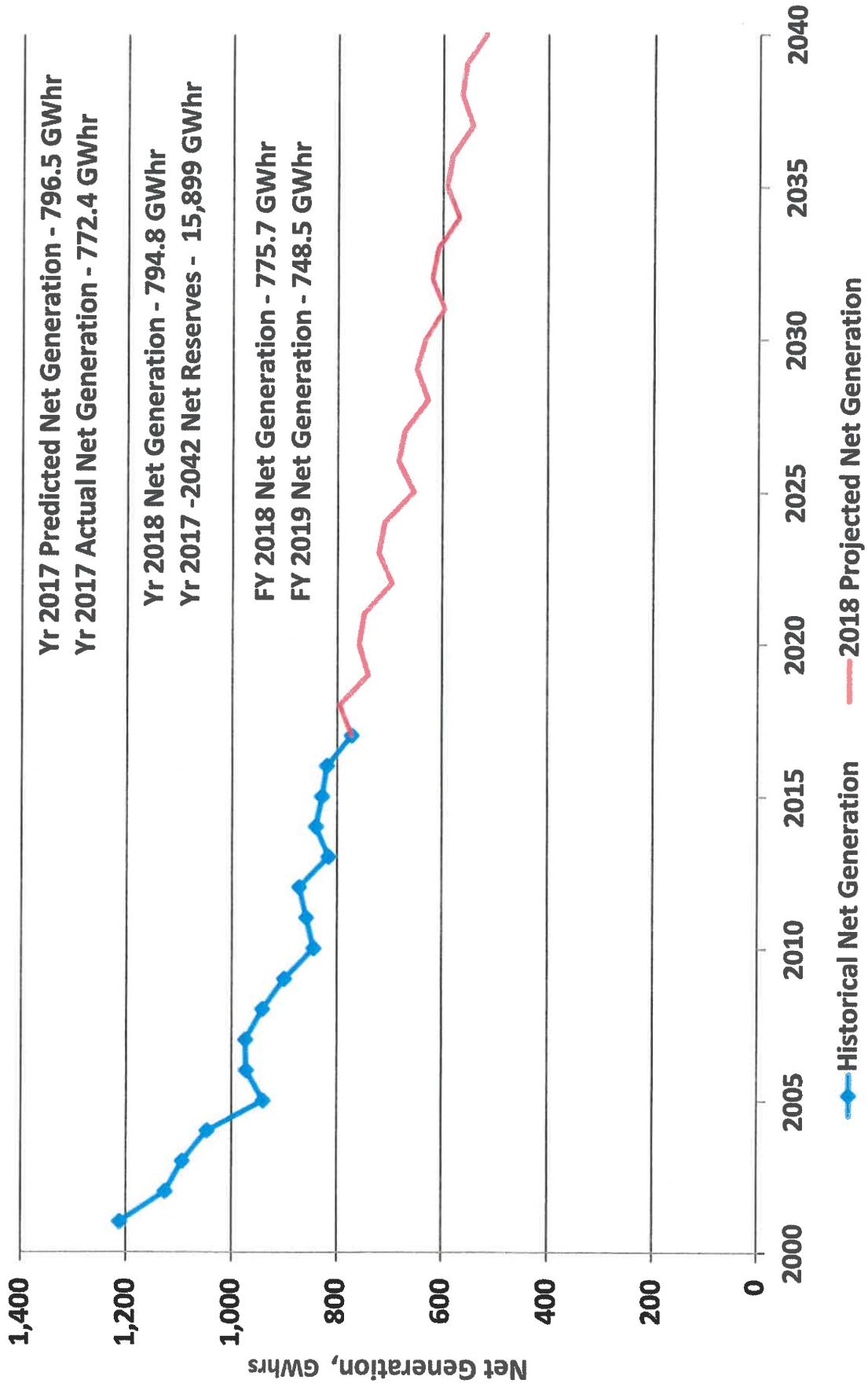
Historical and Projected Average Net Generation Level Combined NCPA Plants #1 & #2

Figure 14



Historical and Projected Net Generation Combined NCPA Plants #1 & #2

Figure 15



2017 Injection

Table 1. ANNUAL REPORT OF NCPA INJECTION AT THE GEYSERS STEAM FIELD
for Year 2017 (in 1000 Gallons)

Well	2017												Well Total		
	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17		Condensate ⁽¹⁾	Effluent ⁽²⁾
A-1	29,294	25,896	16,971	20,985	13,531	11,327	6,570	11,601	17,114	16,274	26,419	16,316	212,309	55,350	267,659
	1,633	2,962	2,937	1,652	1,147	7,286	4,347	8,098	6,377	8,749	3,009	7,154			
B-6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C-5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C-11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
E-8	22,534	28,093	21,606	18,993	16,569	20,894	20,108	16,266	21,766	19,735	18,018	15,359		239,931	239,931
F-1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
F-4	37,528	31,128	27,142	30,328	25,523	16,213	13,580	9,737	10,785	6,091	21,593	14,468	244,118	54,329	298,447
	2,178	4,239	4,792	2,456	1,807	9,472	9,286	6,188	3,438	1,641	2,284	6,560			
H-1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
H-4	30,141	31,165	25,290	22,522	20,682	27,779	27,227	24,540	26,297	24,214	22,261	28,448		310,566	310,566
J-6	160	327	5	-	368	-	-	-	-	-	-	-	860	-	860
N-4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
N-7	28,526	23,063	3,448	13,207	1,012	3,385	-	123	4,275	6,151	12,798	4,605	100,592	328,676	429,268
	32,756	34,413	29,094	24,713	22,581	39,321	24,216	21,419	27,339	26,714	25,009	21,100			
P-1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
P-9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Q-1	14,600	14,276	13,915	16,266	16,218	21,110	5,943	-	8,555	4,537	-	-		115,420	115,420
Q-3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Q-4	20,219	17,992	19,576	19,231	2,996	-	-	-	-	-	-	-	-	80,014	80,014
Q-7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Q-10	-	-	-	-	-	-	-	-	-	-	-	-	0	-	110,796
	43,663	38,352	22,650	1,942	4,189	-	-	-	-	-	-	-		110,796	
Y-5	-	-	-	2,798	1,446	12,235	11,733	940	10,027	4,049	-	-		43,228	43,228
Totals	263,232	251,906	187,426	175,103	128,069	169,022	123,020	98,912	135,963	118,155	131,371	114,010	557,878	1,338,311	1,896,189
	During each month the % of Effluent Pipeline water that was fresh water withdrawn from Clear Lake: 43%														
Notes:	1. "Effluent" (pipeline) volumes are water from Clear Lake together with LACOSAN and Clearlake Oaks treated wastewater.														
	2. The 9 Bold well names in <i>italics</i> are located in Lake County (Central Valley Region), the 10 others are in Sonoma County (North Coast Region).														

TABLE 2. GEOTHERMAL FACILITIES
Summary Table

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Generation (gross)										
(MWh)	1,018,904	981,100	916,437	926,368	936,868	886,004	922,995	903,299	887,299	833,211
(MW)	116.0	112.0	104.6	105.7	106.7	101.1	105.4	103.1	101.0	95.1
Generation (net)										
(MWh)	942,153	900,599	844,642	858,747	872,422	816,824	862,842	837,379	819,149	772,398
(MW)	107.3	102.8	96.4	98.0	99.3	93.2	98.5	95.6	93.3	88.2
Protocol										
(MW)	116	113	108	108	108	108	107	107	107	105
Steam Conversion										
(Lbs / Kw)	16.83	17.53	18.33	18.39	17.72	18.99	17.33	17.20	17.00	17.10
Steam Delivered										
(Billion Lbs)	17.145	17.2	16.8	17.04	16.60	16.83	16.00	15.54	15.08	14.24
Load Flexibility (gross)										
Monthly High (MW)	121	117	109	109	110	109	110	110	109.78	103.10
Monthly Low (MW)	101	108	63	106	105	82	104	104	103.00	76.70
Injection										
Total (Billion Lbs)	16.00	14.74	17.45	16.66	16.22	17.96	12.39	14.86	21.21	15.78
Condensate (Billion Lbs)	4.87	2.87	4.96	4.79	5.00	4.21	4.62	4.20	4.94	4.64
Effluent (Billion Lbs)	10.83	9.82	12.13	11.82	11.18	13.75	7.77	12.50	16.27	11.13
Mass Replacement										
Annual (%)	93.3%	85.7%	103.9%	97.8%	97.7%	106.7%	77.5%	95.6%	140.6%	110.8%
Cumulative (%)	56.2%	57.2%	58.6%	59.8%	60.9%	62.2%	62.6%	63.4%	65.2%	66.2%
Wells Used For Injection										
	8	8	11	15	15	13	12	13	11	10
NCPA Micro-seismic Activity M>= 1.5										
	50	49	55	73	81	68	58	50	64	66
NCPA Micro-seismic Activity Maximum Magnitude Event										
	2.97	2.64	2.99	3.3	2.91	3.76	4.38	2.99	3.37	2.92
NGC Concentration (ppmw)										
	2,209	2,395	2,785	2,950	3,097	3,248	3,069	3,176	3,376	3,108

**Table 3
RESERVOIR PRESSURE
BY WELL 2018**

WELL	PRESS	WELL	PRESS	WELL	PRESS	WELL	PRESS
A-3	75.0	D-1	65.1			P-1	
A-4	74.1	D-2	77.8	H-1	71.3	P-2	102.8
A-5	77.6	D-6	74.3	H-2	83.6	P-4	76.2
A-6	74.2	D-7	71.0	H-3	72.3	P-5	118.9
A-SITE	75.2	D-8	76.6	H-4		P-6	53.5
		D-SITE	72.1	H-5	69.3	P-7	85.0
B-2	77.1			H-SITE	74.1	P-8	115.3
B-3	78.3	E-1	75.3			P-9	
B-4	76.1	E-2	77.1	J-2	78.2	P-SITE	92.0
B-5	74.8	E-3	82.7	J-3	95.4		
B-6		E-4	76.8	J-4	99.4	Q-1	
B-SITE	76.6	E-5	76.5	J-5	107.5	Q-3	66.0
		E-6	76.1	J-SITE	95.1	Q-4	63.7
C-1	63.3	E-8	68.8			Q-5	71.8
C-2	64.9	E-SITE	77.7			Q-6	67.6
C-4	65.8			N-1	66.2	Q-7	73.9
C-5	63.8	F-1	68.8	N-2	79.8	Q-8	73.2
C-6	62.2	F-2	71.4	N-3	68.6	Q-9	81.7
C-7	62.2	F-3	72.3	N-4	67.6	Q-SITE	68.6
C-8	70.1	F-4		N-5	67.7		
C-9	69.0	F-5	74.8	N-6	68.9	Y-1	70.6
C-10	64.4	F-6	71.2	N-SITE	70.6	Y-2	65.9
C-SITE	65.1	F-7	69.5			Y-3	73.5
		F-SITE	71.3			Y-4	54.8
						Y-5	
						Y-SITE	70.0

VALUES ARE FROM PRESSURE BUILD- UP TESTS

66 WELLS TESTED AVE. WELL PRESS EQUALS 74.7 psig

AVE SITE PRESS EQUALS 75.7 psig

AVE. FLOWRATE = 25.7 kph at 44.1 psig

**TABLE 4 NCG CONCENTRATIONS (PPMW) 2017
BY WELL, AND SITE AND PROJECT**

WELL		WELL		WELL		WELL	
NCG		NCG		NCG		NCG	
A-3	6136	D-1	2639	H-1	1746	P-1	
A-4	2693	D-2	2636	H-2	1176	P-2	2404
A-5	1538	D-6	2579	H-3	4148	P-4	1088
A-6	2725	D-7	595	H-4		P-5	1178
A-SITE	3273	D-8	1800	H-5	3341	P-6	2595
		D-SITE	1805	H-SITE	2603	P-7	3736
B-2	2767					P-8	3130
B-3	4001	E-1	8873	J-2	3300	P-9	
B-4	2280	E-2	3471	J-3	948	P-SITE	2355
B-5	2116	E-3	3554	J-4	1780		
B-6		E-4	4448	J-5	761	Q-1	
B-SITE	2791	E-5	7192	J-SITE	1697	Q-3	5042
		E-6	3156			Q-4	1483
C-1	3238	E-SITE	5116	N-1	1620	Q-5	2252
C-2	3693			N-2	1242	Q-6	1191
C-4	3671	F-1	825	N-3	960	Q-7	10166
C-5	16009	F-2	3584	N-4	1458	Q-8	2276
C-6	6431	F-3	1992	N-5	3310	Q-9	2296
C-7	3158	F-4		N-6	3518	Q-A	
C-8	2760	F-5	340	N-SITE	2018	Q-SITE	3529
C-9	5396	F-6	888			Y-1	2559
C-A	941	F-7	1820			Y-2	3882
C-SITE	5033	F-SITE	1575			Y-3	3153
						Y-4	4357
						Y-5	
						Y-SITE	3488

VALUES ARE FROM NCPA CHEM LAB ANALYSIS

Number of wells samples wells sampled= 65

AVG. WELL NCG = 3108

AVG. SITE NCG = 2940

NCG Flow Weighted Avg. = 2854

2018 Generation - 25 Year Forecast

Table 5

Year	Total Geo Facilities		Plant #1		Plant #2	
	Gross	Net	Gross	Net	Gross	Net
	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr
2018	868.3	794.8	490.3	438.7	378.0	356.1
2019	852.4	739.8	489.3	399.1	363.0	340.6
2020	827.8	757.1	480.0	431.3	347.8	325.8
2021	818.9	748.0	472.2	423.7	346.7	324.3
2022	764.6	695.3	466.0	417.4	298.6	277.9
2023	795.5	720.7	463.8	411.3	331.8	309.4
2024	784.7	709.7	459.0	406.5	325.7	303.2
2025	759.2	654.3	448.1	365.2	311.0	289.1
2026	754.1	683.1	442.5	393.9	311.7	289.3
2027	742.4	671.4	436.9	388.3	305.5	283.1
2028	700.9	627.9	436.3	384.0	264.6	243.9
2029	723.6	649.1	429.8	377.6	293.8	271.4
2030	703.0	632.5	421.0	372.4	282.0	260.1
2031	699.0	596.4	416.0	335.8	283.0	260.6
2032	690.9	619.7	412.1	363.4	278.7	256.2
2033	682.6	608.2	409.6	357.6	273.0	250.6
2034	641.1	568.5	404.8	352.9	236.3	215.6
2035	662.7	591.5	396.8	348.2	265.9	243.3
2036	653.3	582.1	393.3	344.6	260.0	237.5
2037	642.8	542.6	387.8	310.0	255.0	232.6
2038	637.5	563.3	386.7	334.9	250.8	228.4
2039	629.2	555.0	382.4	330.6	246.8	224.4
2040	585.2	516.7	375.0	326.4	210.2	190.3
2041	611.8	540.6	371.9	323.2	239.8	217.3
2042	602.4	531.4	366.9	318.3	235.5	213.1

Notes:

1. Assumes 3 unit operation.
2. Steam Reserves: 301.5 Billion lb.
3. Gross Reserves: 17,834 GWhr
4. Net Reserves: 15,899 GWhr
5. Plant #1 Auxiliary Load is fixed at 5.68 MW.
Plant #2 Auxiliary Load is fixed at 2.58 MW.
6. Plant availability is 99.5% or a forced outage rate of 43.8 hrs per year.
7. See Table 5B for scheduled outages.

**2018 Generation Capacity - 25 Year Forecast
Table 5A**

Year	Plant #1		Plant #2		Total	
	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net
	Gen. MW	Gen. MW	Gen. MW	Gen. MW	Gen. MW	Gen. MW
2018	56.9	51.3	43.5	40.9	100.3	92.2
2019	56.1	46.3	42.0	39.4	98.1	85.7
2020	55.4	49.8	41.0	38.4	96.4	88.2
2021	54.6	49.0	40.1	37.5	94.7	86.5
2022	53.9	48.3	34.3	31.9	88.2	80.2
2023	53.2	47.6	38.4	35.8	91.6	83.4
2024	52.5	46.9	37.6	35.0	90.1	81.9
2025	51.8	42.4	36.8	34.2	88.6	76.6
2026	51.2	45.6	36.1	33.5	87.2	79.0
2027	50.5	44.9	35.3	32.8	85.9	77.7
2028	49.9	44.3	30.3	27.9	80.2	72.2
2029	49.3	43.7	34.0	31.4	83.3	75.1
2030	48.7	43.1	33.4	30.8	82.1	73.9
2031	48.1	38.9	32.7	30.2	80.9	69.1
2032	47.5	41.9	32.2	29.6	79.7	71.5
2033	47.0	41.4	31.6	29.0	78.6	70.4
2034	46.4	40.8	27.1	24.8	73.6	65.6
2035	45.9	40.3	30.5	27.9	76.4	68.2
2036	45.4	39.8	30.0	27.4	75.4	67.2
2037	44.9	36.0	29.5	26.9	74.4	62.9
2038	44.4	38.7	29.0	26.4	73.4	65.2
2039	43.9	38.2	28.6	26.0	72.4	64.2
2040	43.4	37.8	24.6	22.2	68.0	60.0
2041	42.9	37.3	27.7	25.1	70.6	62.4
2042	42.4	36.8	27.2	24.7	69.7	61.5

* Average generation levels plants are capable of achieving.

2018 Scheduled Outages - 25 Year Forecast
Table 5B

Year	Plant #1		Plant #2
	Unit 1 Scheduled Outages hrs	Unit 2 Scheduled Outages hrs	Unit 4 Scheduled Outages hrs
2018	72	72	72
2019	672	672	72
2020	72	72	72
2021	72	72	72
2022	72	72	1008
2023	72	72	72
2024	72	72	72
2025	672	672	72
2026	72	72	72
2027	72	72	72
2028	72	72	1008
2029	72	72	72
2030	72	72	72
2031	672	672	72
2032	72	72	72
2033	72	72	72
2034	72	72	1008
2035	72	72	72
2036	72	72	72
2037	672	672	72
2038	72	72	72
2039	72	72	72
2040	72	72	1008
2041	72	72	72
2042	72	72	72

2018 Generation - 5 Year Forecast
Table 6

Date	Total Geo Facilities		Plant #1		Plant #2	
	Gross	Net	Gross	Net	Gross	Net
	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr
Jan-18	77.0	72.7	43.1	40.6	33.9	32.1
Feb-18	70.0	64.1	39.6	35.4	30.4	28.7
Mar-18	80.9	69.7	47.7	38.2	33.2	31.5
Apr-18	57.6	53.4	27.7	25.0	29.9	28.3
May-18	74.1	68.1	42.2	38.1	31.9	30.0
Jun-18	71.6	65.8	40.8	36.8	30.8	29.0
Jul-18	73.9	67.8	42.1	38.0	31.8	29.9
Aug-18	73.8	67.7	42.1	37.9	31.7	29.8
Sep-18	71.3	65.4	40.7	36.6	30.7	28.8
Oct-18	73.6	67.5	42.0	37.8	31.6	29.7
Nov-18	71.1	65.2	40.6	36.5	30.5	28.7
Dec-18	73.4	67.3	41.9	37.7	31.5	29.6
Jan-19	73.2	67.2	41.8	37.7	31.4	29.5
Feb-19	66.1	60.6	37.7	34.0	28.3	26.6
Mar-19	70.0	26.5	41.7	0.0	28.3	26.5
Apr-19	70.6	61.1	40.3	32.7	30.2	28.4
May-19	72.8	66.8	41.6	37.5	31.2	29.3
Jun-19	70.4	64.5	40.2	36.2	30.1	28.3
Jul-19	72.6	66.5	41.5	37.4	31.1	29.1
Aug-19	72.5	66.4	41.5	37.3	31.0	29.1
Sep-19	70.0	64.2	40.1	36.1	29.9	28.1
Oct-19	72.3	66.2	41.4	37.2	30.9	29.0
Nov-19	69.8	64.0	40.0	36.0	29.8	28.0
Dec-19	72.1	66.0	41.3	37.1	30.8	28.8
Jan-20	71.9	65.9	41.2	37.1	30.7	28.8
Feb-20	67.2	61.5	38.5	34.7	28.7	26.9
Mar-20	71.7	65.7	41.2	37.0	30.6	28.7
Apr-20	54.5	49.7	35.8	32.2	18.7	17.5
May-20	71.5	65.4	41.1	36.9	30.5	28.5
Jun-20	69.1	63.2	39.7	35.7	29.4	27.6
Jul-20	71.3	65.2	41.0	36.8	30.3	28.4
Aug-20	71.2	65.1	40.9	36.8	30.3	28.4
Sep-20	68.8	62.9	39.6	35.5	29.3	27.4
Oct-20	71.0	64.9	40.8	36.7	30.2	28.3
Nov-20	68.6	62.7	39.5	35.4	29.1	27.3
Dec-20	70.8	64.7	40.7	36.6	30.1	28.1
Jan-21	70.7	64.6	40.7	36.5	30.0	28.1
Feb-21	63.8	58.3	36.7	33.0	27.0	25.3
Mar-21	67.6	61.7	40.6	36.4	27.0	25.3
Apr-21	64.2	58.7	35.3	31.7	28.9	27.0
May-21	70.3	64.2	40.5	36.4	29.8	27.9
Jun-21	67.9	62.0	39.2	35.1	28.8	26.9
Jul-21	70.1	64.0	40.4	36.3	29.7	27.7
Aug-21	70.0	63.9	40.4	36.2	29.6	27.7
Sep-21	67.6	61.7	39.0	35.0	28.6	26.7
Oct-21	69.8	63.7	40.3	36.1	29.5	27.6
Nov-21	67.4	61.6	38.9	34.9	28.5	26.6
Dec-21	69.6	63.5	40.2	36.0	29.4	27.5
Jan-22	69.5	63.4	40.2	36.0	29.3	27.4
Feb-22	62.7	57.2	36.2	32.5	26.4	24.7
Mar-22	40.1	35.9	40.1	35.9	0.0	0.0
Apr-22	49.0	43.5	34.8	31.2	14.1	12.3
May-22	69.1	63.0	40.0	35.8	29.1	27.2
Jun-22	66.8	60.9	38.6	34.6	28.1	26.3
Jul-22	68.9	62.8	39.9	35.7	29.0	27.1
Aug-22	68.8	62.7	39.8	35.7	29.0	27.0
Sep-22	66.5	60.6	38.5	34.5	28.0	26.1
Oct-22	68.6	62.5	39.8	35.6	28.9	26.9
Nov-22	66.3	60.4	38.4	34.4	27.9	26.0

2018 Generation Capacity - 5 Year Forecast*

Table 6A

Year	Plant #1		Plant #2		Total	
	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net
	Gen. MW	Gen. MW	Gen. MW	Gen. MW	Gen. MW	Gen. MW
Jan-18	57.9	54.6	45.6	43.1	103.5	97.7
Feb-18	55.0	49.2	45.2	42.7	100.2	91.9
Mar-18	58.2	51.4	44.8	42.4	103.0	93.7
Apr-18	57.1	51.5	43.2	40.6	100.3	92.1
May-18	57.0	51.4	43.1	40.6	100.2	92.0
Jun-18	57.0	51.3	43.1	40.5	100.0	91.8
Jul-18	56.9	51.3	43.0	40.4	99.9	91.6
Aug-18	56.8	51.2	42.9	40.3	99.7	91.5
Sep-18	56.8	51.1	42.8	40.2	99.5	91.3
Oct-18	56.7	51.1	42.7	40.1	99.4	91.2
Nov-18	56.6	51.0	42.6	40.0	99.2	91.0
Dec-18	56.6	50.9	42.5	40.0	99.1	90.9
Jan-19	56.5	50.9	42.5	39.9	98.9	90.7
Feb-19	56.4	50.8	42.4	39.8	98.8	90.6
Mar-19	56.4	0.0	42.3	39.7	98.7	39.7
Apr-19	56.3	50.7	42.2	39.6	98.5	90.3
May-19	56.2	50.6	42.1	39.5	98.4	90.1
Jun-19	56.2	50.5	42.0	39.5	98.2	90.0
Jul-19	56.1	50.5	42.0	39.4	98.1	89.9
Aug-19	56.0	50.4	41.9	39.3	97.9	89.7
Sep-19	56.0	50.4	41.8	39.2	97.8	89.6
Oct-19	55.9	50.3	41.7	39.1	97.6	89.4
Nov-19	55.8	50.2	41.6	39.0	97.5	89.3
Dec-19	55.8	50.2	41.6	39.0	97.3	89.1
Jan-20	55.7	50.1	41.5	38.9	97.2	89.0
Feb-20	55.7	50.0	41.4	38.8	97.0	88.8
Mar-20	55.6	50.0	41.3	38.7	96.9	88.7
Apr-20	55.5	49.9	41.2	38.6	96.8	88.6
May-20	55.5	49.8	41.2	38.6	96.6	88.4
Jun-20	55.4	49.8	41.1	38.5	96.5	88.3
Jul-20	55.3	49.7	41.0	38.4	96.3	88.1
Aug-20	55.3	49.7	40.9	38.3	96.2	88.0
Sep-20	55.2	49.6	40.8	38.2	96.1	87.8
Oct-20	55.2	49.5	40.8	38.2	95.9	87.7
Nov-20	55.1	49.5	40.7	38.1	95.8	87.6
Dec-20	55.0	49.4	40.6	38.0	95.6	87.4
Jan-21	55.0	49.3	40.5	37.9	95.5	87.3
Feb-21	54.9	49.3	40.4	37.9	95.4	87.1
Mar-21	54.9	49.2	40.4	37.8	95.2	87.0
Apr-21	54.8	49.2	40.3	37.7	95.1	86.9
May-21	54.7	49.1	40.2	37.6	95.0	86.7
Jun-21	54.7	49.0	40.1	37.6	94.8	86.6
Jul-21	54.6	49.0	40.1	37.5	94.7	86.5
Aug-21	54.5	48.9	40.0	37.4	94.5	86.3
Sep-21	54.5	48.9	39.9	37.3	94.4	86.2
Oct-21	54.4	48.8	39.8	37.3	94.3	86.1
Nov-21	54.4	48.7	39.8	37.2	94.1	85.9
Dec-21	54.3	48.7	39.7	37.1	94.0	85.8
Jan-22	54.2	48.6	39.6	37.0	93.9	85.7
Feb-22	54.2	48.6	39.6	37.0	93.7	85.5
Mar-22	54.1	48.5	0.0	0.0	54.1	48.5
Apr-22	54.1	48.4	19.7	17.1	73.8	65.6
May-22	54.0	48.4	39.3	36.7	93.3	85.1
Jun-22	53.9	48.3	39.3	36.7	93.2	85.0
Jul-22	53.9	48.3	39.2	36.6	93.1	84.9
Aug-22	53.8	48.2	39.1	36.5	92.9	84.7
Sep-22	53.8	48.1	39.0	36.5	92.8	84.6
Oct-22	53.7	48.1	39.0	36.4	92.7	84.5
Nov-22	53.6	48.0	38.9	36.3	92.5	84.3
Dec-22	53.6	48.0	38.8	36.2	92.4	84.2

* Average generation levels plants are capable of achieving.

**TABLE 7
2018 FORECAST OF GEOTHERMAL PRODUCTION AND
INJECTION**

TIME STEP	DATE	STEAM	COND	WATER
		PROD. BLBS	INJ BLBS	INJ BLBS
1	2018	14.4	4.6	15.1
2	2019	14.1	4.5	15.0
3	2020	13.9	4.4	15.0
4	2021	13.7	4.4	14.9
5	2022	13.5	4.3	14.8
6	2023	13.2	4.2	14.7
7	2024	13.0	4.2	14.7
8	2025	12.8	4.1	14.6
9	2026	12.6	4.0	14.6
10	2027	12.5	4.0	14.5
11	2028	12.3	3.9	14.4
12	2029	12.1	3.9	14.4
13	2030	11.9	3.8	14.3
14	2031	11.8	3.8	14.3
15	2032	11.6	3.7	14.2
16	2033	11.4	3.7	14.2
17	2034	11.3	3.6	14.1
18	2035	11.1	3.6	14.1
19	2036	11.0	3.5	14.0
20	2037	10.9	3.5	14.0
21	2038	10.7	3.4	13.9
22	2038	10.6	3.4	13.9
23	2039	10.5	3.3	13.9
24	2040	10.3	3.3	13.8
25	2041	10.2	3.3	13.8

NOTES :

- | | | |
|---|----------------|--|
| 1. CUM. PRODUCTION AND INJECTION 1983-2017 | 656.2
434.5 | Billion Lbs Steam
Billion Lbs Water |
| 2. TOTAL WATER IS CONDENSATE + EFFLUENT + LAKE + POND | | |
| 3. FUTURE STEAM PRODUCTION 2018-2042 = | 301.5 | Billion Lbs |
| 4. FUTURE WATER INJECTION 2018-2042 = | 359.2 | Billion Lbs |



Commission Staff Report

Date: May 16, 2018

COMMISSION MEETING DATE: May 24, 2018

SUBJECT: Bay Cities Pyrotector, Inc. – Five Year Multi-Task General Services Agreement for fire system maintenance services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 18-35 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Bay Cities Pyrotector, Inc. for fire system maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

BACKGROUND:

Fire system maintenance services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years to be used out of NCPA approved budgets as services are rendered. 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 currently has an agreement with Sabah International for similar services. NCPA seeks bids from multiple qualified providers whenever services are needed. 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 May 2, 2018, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on May 14, 2018, and was approved.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard". The signature is fluid and cursive, with the first name "Randy" being the most prominent.

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Bay Cities Pyrotecator, Inc.

RESOLUTION 18-35

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH BAY CITIES
PYROTECTOR, INC.**

(reference Staff Report #149:18)

WHEREAS, fire system maintenance services are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Bay Cities Pyrotector, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Bay Cities Pyrotector, Inc. to provide such services as needed at all NCPA Generation facility locations, Member, SCPPA, and SCPPA Member facilities, in an amount not to exceed \$500,000 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 Bay Cities Pyrotector, Inc. with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for fire system maintenance services 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.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 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	_____	_____	_____

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
BAY CITIES PYROTECTOR, 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 Bay Cities Pyrotector, Inc., a California corporation with its office located at 1315 67th Street, Emeryville, CA 94608 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2018 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

- 4.2.3 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 4.3 Professional Liability Insurance.** Not Applicable.
- 4.4 Pollution 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, Agency shall have the right to require Contractor to provide the certificates of insurance and/or 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.
- 4.6 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. 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.
- 4.7 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent

contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

otherwise be the responsibility of Agency. Contractor and Agency acknowledge and agree that compensation paid by Agency to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work, including salaries and benefits of employees, agents and subcontractors of Contractor.

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

- 8.4.1** Immediately terminate the Agreement;

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

- 10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; 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 Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Bay Cities Pyrotecator, Inc.
Attention: Justin Hansen
1315 67th Street
Emeryville, CA 94608

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:

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

BAY CITIES PYROTECTOR, INC.

Date _____

Date _____

RANDY S. HOWARD
General Manager

JUSTIN HANSEN,
Alarm and Suppression Systems Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A

SCOPE OF WORK

Bay Cities Pyrotecator, 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:

- Fire Alarm System Testing & Inspection
- Special Hazard Suppression System / Hood Inspections
- Fire Extinguisher Inspection & Maintenance
- Emergency Services
- UL Central Station Monitoring
- Sprinkler System Testing & Inspection | Fire Pump | Foam-Water
- 5-Year Sprinkler Testing & Inspection
- 5-Year Fire Tank Inspection
- System Modifications

No project under this agreement shall include work that would qualify as a Public Works Project under the guidelines established by the State of California.

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:

Hourly Labor Rates	Prevailing Wage	Prevailing Wage	Prevailing Wage
By Service	Straight Time	Overtime	Sunday / Holidays
Fire Alarm System Testing & Inspection	\$200.00	\$300.00	\$400.00
Special Hazards Suppression System and or Hood Inspections	\$215.00	\$322.50	\$430.00
Sprinkler System Testing & Maintenance/ Fire Pump / Foam-Water	\$215.00	\$322.50	\$430.00
Five Year Sprinkler Testing & Inspection	\$215.00	\$322.50	\$430.00
Five Year Fire Tank Inspection Drain and Inspect Only	\$215.00	\$322.50	\$430.00

Fire Extinguisher Testing and Maintenance will be quote at time of requested service

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

BAY CITIES PYROTECTOR, INC.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

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: May 16, 2018

COMMISSION MEETING DATE: May 24, 2018

SUBJECT: Chemical Waste Management – 3 Year Industrial Waste & Disposal Services Agreement for disposal at Kettleman Hills Landfill Location; Applicable to the following projects: For use by all NCPA Generation Services Facilities.

AGENDA CATEGORY: Consent

FROM:	Ken Speer <i>KS</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>		

RECOMMENDATION:

Approval of Resolution 18-36 authorizing the General Manager or his designee to enter into an Industrial Waste & Disposal Services Agreement for disposal at the Kettleman Hills landfill location, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over three years for use at all NCPA Generation Services facilities.

BACKGROUND:

Industrial waste disposal is required on a regular basis from the Geysers Geothermal Facility and from time to time at NCPA's Hydro and Combustion Turbine facilities.

FISCAL IMPACT:

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 previously had an enabling agreement with Chemical Waste Management in Arlington, Oregon for hazardous waste disposal, however, the price for trucking to the Arlington, Oregon landfill is over three times the cost of trucking to the Kettleman Hills landfill, therefore, making the Arlington, Oregon landfill less cost efficient. NCPA seeks bids from as many qualified providers as needed. Bids 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:

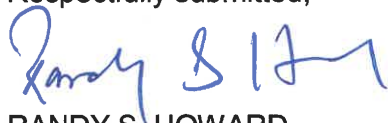
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on May 2, 2018, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on April 9, 2018, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (2)

- Resolution
- Industrial Waste & Disposal Services Agreement with Chemical Waste Management

RESOLUTION 18-36

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING AN INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT WITH
CHEMICAL WASTE MANAGEMENT**

(reference Staff Report #150:18)

WHEREAS, industrial waste disposal at the Kettleman Hills Landfill location is periodically required by all Northern California Power Agency (NCPA) Generation Services facilities; and

WHEREAS, Chemical Waste Management is a provider of these services; and

WHEREAS, NCPA seeks to enter into an Industrial Waste & Disposal Services Agreement with Chemical Waste Management to provide such services as needed at all NCPA Plant Facilities, in an amount not to exceed \$1,500,000 over three 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 an Industrial Waste & Disposal Services Agreement with Chemical Waste Management with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over three years, for disposal services as need at all NCPA Generation Services facilities.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 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	_____	_____	_____

BOB LINGL
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

COMPANY: Chemical Waste Management, Inc.
A WASTE MANAGEMENT COMPANY

Address: _____

City/State/Zip: _____

Signed: _____
Authorized Signature

Name: _____

Title: _____

Effective Date: _____ *Date*

CUSTOMER: Northern California Power Agency

Address: 651 Commerce Drive

City/State/Zip: Roseville, CA 95678

Signed: _____
Authorized Signature

Name: Randy S. Howard

Title: General Manager

Term: 3 years (36 months) *Date*

AGREEMENT

This INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company and/or its affiliates will provide Customer with collection, management, transportation, disposal, treatment and recycling services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste"). "Solid Waste" means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. "Special Waste" includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations. "Hazardous Waste" means any hazardous, toxic, or radioactive substances, as such terms are defined by any applicable federal, state, provincial or local laws or regulations. "Nonconforming Waste" means waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement, in an Exhibit A, Confirmation Letter(s) or the Profile Sheet incorporated herein; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. When the Company handles Special or Hazardous Waste for Customer, Customer will provide the Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by the Company, Customer shall, at the time of tender, provide to the Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the Industrial Waste under all applicable federal, state or local laws or regulations. Tender or delivery shall be considered nonconforming if not in accordance with this Section. Customer further represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste. Customer shall provide the Company and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Customer.

3. TERM OF AGREEMENT. The term of this agreement shall be 36 months commencing on the effective date set forth above.

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4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis. Company also may reject any Industrial Waste that could adversely impact the receiving facility, or Company may terminate the Agreement or the applicable Exhibit A related to such Industrial Waste.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional charges associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. CHARGES AND PAYMENTS. Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Term. The rates may be adjusted by Company to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A; any increase in or to recoup all or any portion of, disposal, transportation, processing, fuel or environmental compliance fees or costs, or recovery of the Company's and affiliates' costs associated with host community fees, waste disposal taxes and similar charges paid to municipal or other governmental authorities or agencies to engage in recycling and waste collection, transfer, processing, disposal and treatment; any change in the composition, amount or weight

of the Industrial Waste collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state or federal laws or regulations, including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time The Company may also increase the charges by an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase, unless the parties have otherwise agreed to a different CPI as stated in an Exhibit A. Increases in Charges for reasons other than as provided above require the consent of Customer which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. All rate adjustments as provided above and in Section 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within thirty (30) days of the invoice date.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 14.

9. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys' fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of the Company provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement except for third party claims related to violations of law.

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

11. RECYCLING SERVICES. Where recycling services are provided, the following will apply as specifications. Single stream recyclable materials will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from the recycling container. Glass may be included only with specific approval of Company. Any material not set forth above is a non-recyclable. Single stream recyclables may contain up to 10% non-recyclables. Wastepaper, cardboard, plastics, and metals shall be provided in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. For all other recyclables, including construction and demolition debris as so defined under applicable law or regulation, Customer shall provide recyclables in accordance with industry standards. Recyclables may not contain any Hazardous Waste, Non-Conforming Waste, or Special Waste. In the event that the recyclables do not meet the specifications, Customer shall have the sole responsibility for any resulting settlement or adjustments including price reductions, transportation, and disposal costs. In the event costs of processing recyclables exceeds the commodity value, a recyclable material offset will be charged per ton. Company reserves the right, in its sole discretion, upon notice to Customer, to discontinue acceptance of any category of Recyclables as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement. Title to Recyclables provided by Customer to Company is transferred

to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

12. ASSIGNMENT & SUBCONTRACTING. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors that are not affiliates of Company to provide the Services to Customer.

13. ENTIRE AGREEMENT. This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement or lease agreement for compactors or specialty equipment between the parties shall govern over any inconsistent terms herein.

14. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of the Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay any outstanding fees for waste transported or disposed of by Company.

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15. EQUIPMENT. All equipment furnished by Company shall remain its property; however Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer will not overload, move or alter the equipment, or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

16. CONFIDENTIALITY. Except as required by law, including specifically the

California Public Records Act, the parties agree that the rates set forth on

Exhibit A, a Confirmation Letter, including any adjustments thereto, and any other pricing information shall be considered confidential and shall not be disclosed to third parties without the other party's written approval.

17. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' and expert fees, in enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys' and expert fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

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Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A PRICING

Profile Number	Common Waste Name	Management Facility	Volume	Expiration Date	Treatment Methods	Pricing
CA607928	SOIL/SLUDGE FROM GEOTHERMAL POWER PLANT	Kettleman Hills	200 Tons	2018-06-17	Direct Landfill	\$70/Ton (\$1,000 Min/Load) + Taxes, 13% Fuel & Env and 3.6% RCR
CA607929	SULFUR SLUDGE/CAKE (NON RCRA) * RCRA EXEMPT	Kettleman Hills	150 Tons	2019-06-20	Direct Landfill	\$70/Ton (\$1,000 Min/Load) + Taxes, 13% Fuel & Env and 3.6% RCR
CA607930	SULFUR SLUDGE CAKE	Kettleman Hills	20 Cubic Yards		Solidification/Liquifix	\$245/Ton (\$1,000 Min/Load) + Tax, 13% Fuel & Env and 3.6% RCR
CA607931	OILY SOLIDS AND DEBRIS- GEOTHERMAL WASTE* RCRA EXI	Kettleman Hills	120 Cubic Yards	2019-07-02	Direct Landfill	\$70/Ton or Yd (\$1,000 Min/Load) + Taxes, 13% Fuel & Env and 3.6% RCR



Commission Staff Report

Date: May 16, 2018

COMMISSION MEETING DATE: May 24, 2018

SUBJECT: ECORP Consulting, Inc. – Five Year Multi-Task Consulting Services Agreement for environmental regulatory compliance reporting, forecasting/modeling and design services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA and SCPPA Members

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 18-37 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with ECORP Consulting, Inc. for regulatory compliance advice and complex engineering modeling 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, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

BACKGROUND:

ECORP Consulting, Inc. has extensive experience in the environmental compliance space dating back to 1987, and has worked with NCPA for the last five years. Recent NCPA work with ECORP includes an operations forecasting model applicable to the North Fork Stanislaus River to produce runoff forecasts to aid in planning water releases.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not-to-exceed \$1,000,000 over five years to be used out of NCPA approved budgets as services are rendered. 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 currently has in place other enabling agreements for similar services with HDR Engineering, and WEST Consultants, and seeks bids from multiple qualified providers when services are needed. 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:

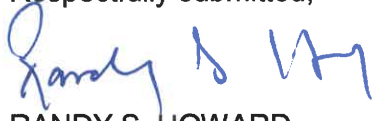
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on May 2, 2018, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on May 14, 2018, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task Consulting Services Agreement with ECORP Consulting, Inc.

RESOLUTION 18-37

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

(reference Staff Report #151:18)

WHEREAS, monitoring of environmental regulatory activities at the State Water Resources Control Board (SWRCB), runoff modeling, power generation modeling, and development of technical documents, reports and presentations are periodically required to assist in decision making and mitigation of risk at the facilities owned and/or operated by the Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, ECORP Consulting, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task Consulting Services Agreement with ECORP Consulting, Inc. to provide such services as needed at all NCPA facility locations, Members, SCPPA, and SCPPA Member facilities in an amount not to exceed \$1,000,000; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with ECORP Consulting, Inc. with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for forecasting, modeling and other informational tools 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.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 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	_____	_____	_____

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ECORP 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 ECORP Consulting, Inc., a corporation with its office located at 2525 Warren Drive, Rocklin, CA 95677 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20__ ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.3 Professional Liability Insurance. 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 (\$1,000,000.00) 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, Agency shall have the right to require Consultant to

provide certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.

- 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, and volunteers from and against any and all claims that 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 that 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 sole negligence, active negligence, or willful misconduct of the Agency.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** Consultant is an independent contractor and not an employee of Agency. Agency shall have the right to control Consultant only

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Jeff Meyer
Director, Water Resources Management
ECORP Consulting, Inc.
2525 Warren Drive
Rocklin, CA 95677

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:

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

ECORP CONSULTING, INC.

Date _____

Date _____

RANDY HOWARD, General Manager

JEFF MEYER, Director

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A

SCOPE OF SERVICES

ECORP Consulting, Inc. ("Consultant") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by the Agency, its Members, SCPPA, or SCPPA Members, including:

- Monitoring the State Water Resource Control Board's (SWRCB) ongoing activities and decision making process related to implementation of unimpaired flow criteria for the San Joaquin and Sacramento Rivers;
- Advising NCPA of opportunities in the public process where NCPA could provide further input to mitigate risk;
- Analyzing impacts of the proposed SWRCB unimpaired flows on the North Fork Stanislaus Hydroelectric Project and/or Central Valley Project hydropower;
- Water and runoff modeling;
- Power generation modeling;
- Water rights modeling, analysis, and/or reporting;
- Development of Technical Documents, Reports, and Presentations;
- Attendance at meetings; and
- Other misc. engineering tasks.

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:



ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

RATE SCHEDULE FOR PROFESSIONAL SERVICES¹

NCPA PROJECT TEAM

Jeff Meyer, P.E., Senior Water Resources Engineer	\$220.00
Jared Emery, P.E., Staff Water Resources Engineer	\$175.00
Tonni Clark, Associate Project Manager	\$150.00
Jeff Swager, GIS Manager	\$150.00
Caroline Hinkelman, GIS Specialist.....	\$110.00
Brian Fedrow, Production Manager/Technical Editor	\$150.00
Stephanie Maycock, Water Resources Support.....	\$95.00
Laura Hesse, Associate Production Coordinator.....	\$90.00

ECORP GENERAL RATE SCHEDULE

Project Principal	\$150.00-250.00
Project Managers	\$80.00-250.00
Cultural Resources (Specialist/Associate/Manager/Principal/Director).....	\$60.00-260.00
Water Resources Engineer	\$150.00-220.00
Biologist/Ecologist/Scientist	\$95.00-190.00
Environmental Specialist/Planner	\$55.00-190.00
Construction Monitoring.....	\$70.00-190.00
CAD/GIS/Software Specialist.....	\$70.00-190.00
Staff Engineer/Biologist/Ecologist/Scientist.....	\$65.00-135.00
Assistant/Associate/Staff Project Manager	\$45.00-150.00
Project Assistant/Project Administrator/Project Accountant	\$45.00-150.00
Lab Technician.....	\$45.00-90.00
Word Processing/Production Coordinator	\$45.00-90.00

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Copies (color and black and white), equipment and other direct expenses are reimbursed with a 14% administrative handling charge (excluding mileage and per diem).
3. Subcontractor expenses are reimbursed with a 5% administrative handling charge.
4. Mileage is reimbursed at current IRS rate.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. When non-standard billing is requested, time spent by office administrative personnel in invoice preparation is a cost to the project and charged as technical labor.

¹Rates effective for 2018 and are subject to change.

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

The rates set forth above are valid from April 2018 and may be subject to an annual escalation of up to 5% per year, effective upon 30 days' prior written notice to NCPA.

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I, _____
(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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



Commission Staff Report

Date: May 16, 2018

COMMISSION MEETING DATE: May 24, 2018

SUBJECT: Fossil Energy Research Corp. – Five Year Multi-Task Professional Services Agreement for catalyst testing, ammonia grid tuning and engineering support services; Applicable to the following projects: All NCPA Facility Locations, Members, SCPPA, and SCPPA Members

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 18-38 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Fossil Energy Research Corp. for catalyst testing, ammonia grid tuning, and engineering support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

BACKGROUND:

Catalyst testing, ammonia grid tuning, and engineering support services are required from time to time related to project support at facilities owned and/or operated by NCPA, its Members, by the Southern California Public Power Authority (“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, to be used out of NCPA approved budgets as services are rendered. 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 currently has an agreement in place with Environex for similar services. NCPA seeks bids from multiple qualified providers whenever services are needed. 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 May 2, 2018, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on May 14, 2018, and was approved.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task Professional Services Agreement with Fossil Energy Research Corp.

RESOLUTION 18-38

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH FOSSIL
ENERGY RESEARCH CORP.**

(reference Staff Report #152:18)

WHEREAS, catalyst testing, ammonia grid tuning, and engineering support services are periodically required at the facilities owned and/or operated by Northern California Power Agency (NCPA), its Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Fossil Energy Research Corp. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task Professional Services Agreement with Fossil Energy Research Corp. to provide such services as needed at all NCPA Generation facility locations, Member, 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 Professional Services Agreement with Fossil Energy Research Corp. with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years for catalyst testing, ammonia grid tuning and engineering support services 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.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 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	_____	_____	_____

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND FOSSIL ENERGY RESEARCH CORP.

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Fossil Energy Research Corp., a corporation with its office located at 23342 South Pointe, Unit C, Laguna Hills, CA 96253 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2018 ("Effective Date") in Roseville, California.

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

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

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

Section 2. **COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED ONE MILLION** dollars (\$1,000,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. 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 (\$1,000,000.00) 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, Agency shall have the right to require the Consultant to provide certificates of insurance and/or policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPPA or Agency member for which the Services are to be performed.

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, and volunteers from and against any and all claims that 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 that 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 sole negligence, active negligence, or willful misconduct of the Agency.

Section 6. STATUS OF CONSULTANT.

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

shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential Information to the other party ("the Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in 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 Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Fossil Energy Research Corp.
Attention: Lawrence Muzio
23342 South Pointe, Unit C
Laguna Hills, CA 92653

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:

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

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

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

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

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

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

10.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

FOSSIL ENERGY RESEARCH CORP.

Date _____

Date _____

RANDY S. HOWARD
General Manager

LAWRENCE J. MUZIO, Ph.D., P.E.
Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A

SCOPE OF SERVICES

Fossil Energy Research Corp. (“Contractor”) shall provide catalyst testing, ammonia grid tuning and engineering support services as requested by the Northern California Power Agency (“Agency”) at any Facilities owned or operated by NCPA, its Members, Southern California Public Power Authority (SCPPA) and SCPA Members.

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

- Catalyst Testing
- Ammonia Grid Tuning
- System Inspection & Sampling
- Reporting
- Engineering Support

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:

Fossil Energy Research Corp.
Billing Rates: January 2018 – December 2018

Category	Rate *	Name
Engineer 1 (E1)	\$224/hour	L. J. Muzio, G. C. Quartucy, G. H. Shiimoto, D. E. Shore, R. A. Smith, R. E. Thompson J. Canaveral
Engineer 2 (E2)	\$181hour	
Engineer 3 (E3)	\$164/hour	J. Muncy
Engineer 4 (E4)	\$153/hour	S. Bogseth
Engineer 5 (E5)	\$138/hour	
Engineer 6 (E6)	\$132/hour	B. Spang, A. Tang, J. Dang
Engineer 7 (E7)	\$127/hour	J. Pisano
Technical Specialist (TS)	\$164/hour	K. W. Anderson
Technician 2 (T2) **	\$106/hour	G. Lagula, C. Buening
Clerical (CI)	\$95/hour	J. Werdmuller
Expenses	Cost + 10%	

**Non-exempt employees (currently Technicians 2 & 3) are covered by the various State and Federal Labor Rules, which stipulate payment of overtime premiums of 50% or 100%. FERCo will invoice these overtime hours at a multiplier of 1.25 and 1.50, respectively.

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

FOSSIL ENERGY RESEARCH CORP.

(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.



17

Commission Staff Report

Date: May 16, 2018

COMMISSION MEETING DATE: May 24, 2018

SUBJECT: Univar USA, Inc. – Five Year Multi-Task Agreement for Purchase of Chemicals; Applicable to the following projects: For use by all NCPA Plant Facilities.

AGENDA CATEGORY: Consent

FROM:	Ken Speer <i>K/S</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:

Approval of Resolution 18-40 authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Chemicals, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years for use at all NCPA Plant Facilities.

BACKGROUND:

Purchase of various chemicals is required from time to time for use at all NCPA Plant Facilities.

FISCAL IMPACT:

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA currently has in place other enabling agreements for similar services with CellMark and Dow Chemical. NCPA seeks bids from multiple qualified providers whenever services are needed. 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 May 2, 2018, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on May 14, 2018, and was approved.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: (2)

- Resolution
- Multi-Task Agreement for Purchase of Chemicals

RESOLUTION 18-40

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK AGREEMENT FOR PURCHASE OF CHEMICALS WITH
UNIVAR USA, INC**

(reference Staff Report #154:18)

WHEREAS, purchase of various chemicals are required from time to time at all Northern California Power Agency (NCPA) Plant Facilities; and

WHEREAS, Univar USA, Inc. is a provider of these products; and

WHEREAS, NCPA seeks to enter into a Multi-Task Agreement for Purchase of Chemicals as needed at all NCPA Plant Facilities, in an amount not to exceed \$1,500,000 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 a Multi-Task Agreement for Purchase of Chemicals with Univar USA, Inc. with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at all NCPA Plant Facilities.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 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	_____	_____	_____

BOB LINGL
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
AGREEMENT FOR PURCHASE OF
CHEMICALS
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
UNIVAR USA INC.**

This Agreement for Purchase of Chemicals ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Univar USA Inc., ("Supplier"), whose principal office is located at 3075 Highland Parkway, #200, Downers Grove, IL 60515 (together sometimes referred to as the "Parties") as of _____, 2018 (the "Effective Date").

Section 1. SCOPE. In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to the designated Project Site, DDP, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to the designated Project Site and title and risk of loss shall not pass until the Agency accepts delivery at this Site. Such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 2. PROJECT SITE. Goods provided under this Agreement by Supplier may include Goods delivered directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement The "designated Project Site", as that term is used herein, shall mean the site for delivery, DDP.

Section 3. TERM OF AGREEMENT. This Agreement shall begin upon Effective Date and shall end on the earlier of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A. Either party may terminate this Agreement at any time upon 60 days' prior written notice.

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

Section 5. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a

guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

- 5.1 Invoices.** Supplier shall have ninety (90) days after the delivery of Goods to invoice Agency for all amounts due and outstanding under this Agreement. Supplier shall include the number of the Purchase Order which authorized the Goods for which Supplier is seeking payment. Amounts owing to or payable by either party under this Agreement shall be deemed finally reconciled on the first anniversary of the final delivery under this Agreement and any outstanding rights of either party to receive overpayments or under payments including rights to unclaimed credits or refunds shall expire on such date.. All invoices shall be submitted to:

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

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

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

- 6.1 Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000) per accident.
- 6.2 Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$3,000,000 per each accident, with \$5,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.
- 6.3 Commercial General Liability (CGL).** Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any

loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Supplier in regard to this Agreement with not less than \$3,000,000/\$5,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage.

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

6.5 All Policies Requirements.

6.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Supplier shall, at the sole option of the Agency, provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the automobile liability policy and the CGL policy adding the Northern California Power Agency as an Additional Insured and declaring such insurance primary in regard to work performed pursuant to this Agreement and that Agency's insurance is excess and non-contributing.

6.5.2 Notice of Reduction in or Cancellation of Coverage. Supplier agrees to provide at least thirty (30) days prior written notice of any cancellation or reduction in scope or amount of the insurance required under this Agreement.

6.5.3 Waiver of Subrogation. Supplier agrees to waive subrogation which any insurer of Supplier may acquire from Supplier by virtue of the payment of any loss. Supplier agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

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

Section 7. WARRANTY. Supplier warrants that all Goods meet Supplier's specifications at the time of delivery; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and are not subject to any liens or encumbrances. SUPPLIER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

If the Goods provided by Supplier under this Agreement fail to meet Supplier's warranty, Supplier shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction. Any claim for shortage or non-conforming Products must be made in writing to Seller within 30 days after Buyer's receipt of the Product. Any claim for non-delivery of Product must be made within 30 days after the date upon which the Product was to be delivered.

Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

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

8.2 Scope. Supplier shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all 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 Supplier, its officers, officials, agents, and employees, except as caused by the sole 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.

Supplier's liability is exclusively limited to the purchase price of the Goods or the applicable insurance limits, whichever is greater, that are the subject of Agency's claim. Neither party is liable for consequential, special or incidental damages.

8.3 Transfer of Title. Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Supplier or its agents complete transfer of the Goods into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications if the spill or release occurs prior to Agency's acceptance of the Goods. Should Supplier be required to

remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 9. MISCELLANEOUS PROVISIONS.

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 9.7 Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.
- 9.8 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.9 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

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

9.14 Notices. Any written notice to Supplier shall be sent to:

Univar USA Inc.
Attn: Craig Colbert
2256 Junction Ave.
San Jose, CA 95131-1216

With a copy to:

Univar USA, Inc.
Attn: Legal & Corporate Affairs
17411 NE Union Hill Road
Redmond, WA 98052

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:

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

- 9.15 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Supplier agree to resolve the dispute in accordance with the following:
- 9.15.1** Each party shall designate a senior management or executive level representative to negotiate any dispute.
 - 9.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 9.15.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 9.15.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 9.15.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 9.15.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 9.16 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.
- 9.17 Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.

- 9.18 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit C.
- 9.19 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties.
- 9.20 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.

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

NORTHERN CALIFORNIA POWER AGENCY

UNIVAR USA INC.

Date: _____

Date: _____

RANDY S. HOWARD, General Manager

SARA STEWART, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane Luckhardt, General Counsel

EXHIBIT A
PURCHASE LIST

As requested by Agency, Supplier shall provide the following listed Goods, but not limited to the following, as requested by Agency at any one of its facility locations:

Chemical
Peroxide
Caustic Soda 15%
Soda Ash Dense
Lime 90%
Mag Ox 36%
Sulfuric Acid 93%
Sodium Hypochlorite 12.5% (Bleach)
Magnesium Sulfate 30%
Sodium Bisulfite 12% (Nalco PC?408)
Phosphoric Acid 70% (Nalco PC 185)
Aqua Ammonia
Sodium Hydroxide 15%
Additional products not listed above to be provided as requested in writing by NCPA facilities.

Additional products not listed above to be provided as requested in writing by NCPA facilities.

Supplier's deliveries shall be made by a vehicle suitable constructed to contain chemicals meeting Agency's product specifications. All delivery vehicles shall be labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any jurisdictions having control over said delivery truck operations.

NCPA acknowledges that Supplier's chemical pricing may be subject to change. Pricing for goods shall be quoted by Supplier at the time the product is requested. Total compensation for all tasks, including all chemicals delivered under this Agreement, shall not exceed the amount as set forth in Section 5 (Compensation) of this Agreement.

EXHIBIT B
CERTIFICATION

Affidavit of Compliance for Suppliers

I, _____

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20____.

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20__.

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



Commission Staff Report

Date May 16, 2018

COMMISSION MEETING DATE: May 24, 2018

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

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approval of Resolution 18-41, authorizing the General Manager or his designee to enter into Multi-Task Consulting Services Agreements with Association Management Solutions and KMK Design Company for conference and event planning services to provide needed support for the planning and management of NCPA conferences and events, as well as for use separately by signatories to the Shared Services Agreement (NCPA members, SCPPA, and SCPPA members) including any non-substantial changes recommended and approved by NCPA General Counsel. These agreements, with Association Management Solutions for up to \$150,000 a year for three years, and with KMK Design Company for up to \$50,000 a year for three years, shall not exceed a total of \$600,000 combined including all fees, costs, and expenses.

BACKGROUND:

NCPA hosts several high-profile state and federal policy focused conferences, meetings, and other agency events throughout the year. These programs play a key role in and are inextricably linked with our state and federal grassroots advocacy efforts, and provide an invaluable opportunity for our members to engage in the policy process on behalf of NCPA and the communities they serve. As attendance at these events has grown and the workload associated with managing these programs has increased, event and conference planning support is needed to efficiently manage the logistics related to these programs. In addition, during this year's Utility Directors' Retreat, as well as in subsequent meetings, NCPA members have indicated a need to access and utilize these types of services to support their local community events. Association Management Solutions and KMK Design Company are providers of these services, and have experience with planning conferences and other industry and social events.

FISCAL IMPACT:

The total cost of these agreements is not to exceed \$600,000 over three years. The not to exceed limits in the agreements have been established to meet NCPA's needs as well as the potential conference and event management needs of the signatories to the Shared Services Agreement which include NCPA members, the Southern California Public Power Authority (SCPPA) and SCPPA members. NCPA expenditures for these services is limited to the amount authorized for conference/event planning by the NCPA Commission in the agency's annual budget. For FY19, \$120,000 was allocated for this purpose, and this amount was offset and made available by reductions in departmental staffing elsewhere. Under these agreements, an estimated \$80,000 a year in conference and event planning services will be available for use by NCPA members, SCPPA, and SCPPA members, and use of these agreements by these parties will not result in costs to NCPA.

SELECTION PROCESS:

NCPA issued an RFP for these services, and interviewed the six firms that were most responsive to our criteria outlining desired qualifications and needed services. Two firms were selected as part of this process. Association Management Solutions was selected to provide

event planning services for NCPA's annual meetings and events and to also be available to support NCPA member, SCPA or SCPA member functions as needed. KMK Design Company was also selected to provide additional event planning support to NCPA, NCPA members, and SCPA as needed under the Shared Services Agreement. The selection of two firms will help prevent scheduling conflicts and assure availability for additional events throughout the year.

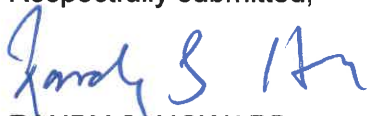
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The NCPA Legislative and Regulatory Affairs Committee discussed the need for additional conference and event planning support during its annual budget workshop held on February 21, 2018, and funding for this purpose was included in the FY 2019 budget proposal for the Legislative and Regulatory Affairs Program that was approved by both the committee and the NCPA Commission. During recent agency meetings, individual NCPA Members have also expressed interest in utilizing these services for community-based events and functions. The attached agreements with Association Management Solutions and KMK Design Company are also to be discussed and reviewed by the NCPA Legislative and Regulatory Affairs Committee during its May 23, 2018 meeting.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 18-41
- Multi-Task Consulting Services Agreements with Association Management Solutions and KMK Design Company

RESOLUTION 18-41

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING MULTI-TASK CONSULTING SERVICES AGREEMENTS WITH ASSOCIATION MANAGEMENT SOLUTIONS AND KMK DESIGN COMPANY

(Reference Staff Report #155:18)

WHEREAS, NCPA hosts several high-profile state and federal policy-focused conferences, meetings, and other agency events throughout the year. These programs play a key role in our state and federal grassroots advocacy efforts, and provide an invaluable opportunity for our members to engage in the policy process on behalf of NCPA and the consumers they serve. As attendance at these events has grown, and the workload associated with managing these programs has increased, event and conference planning support is needed to efficiently manage the logistics related to these programs; and

WHEREAS, Individual NCPA members have also expressed an interest in utilizing conference and event planning and management services for community-based functions and programs as part of NCPA's Shared Services Agreement; and

WHEREAS, NCPA initiated a competitive process (Request for Proposals) for the selection of firms to provide these services, and Association Management Solutions and KMK Design Company have been determined to be experienced providers of these services; and

WHEREAS, The agreements—with Association Management Solutions for up to \$150,000 a year for three years, and with KMK Design Company for up to \$50,000 a year for three years—would offer needed support for the planning and management of NCPA conferences and events, and would be available for use separately by signatories of the NCPA Shared Services Agreement (NCPA members, Southern California Public Power Authority (SCPPA) and SCPPA members). The use of these services by NCPA member, SCPPA and SCPPA members, while accounted for in the "not to exceed" amounts of these contracts, would not result in any direct costs to the agency; and

WHEREAS, Any funds expended by NCPA for these services will be based on funding approved by the NCPA L&R Committee in its annual budget process; and

WHEREAS, the NCPA Legislative and Regulatory Affairs Committee and the full NCPA Commission has approved the Legislative and Regulatory Affairs Program's FY2019 budget proposal—including \$120,000 for NCPA's use of these services that was funded and offset by departmental staffing reductions elsewhere; and

WHEREAS, the Legislative and Regulatory Affairs Committee considered the proposed agreements with these firms during its May 23, 2018 meeting; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into Multi-Task Consulting Services Agreements with Association Management Solutions and KMK Design Company that shall not exceed \$600,000 combined over three years for conference and event planning support services for use by NCPA, NCPA members, the Southern California Public Power Authority ("SCPPA"), or SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 by the following vote on roll call:

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

 BOB LINGL
 COMMISSION CHAIR

 ATTEST: CARY A. PADGETT
 ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATION MANAGEMENT SOLUTIONS

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Association Management Solutions, a corporation, with its office located at 5117 Brandin Court, Fremont, CA 94538 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2018 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than three (3) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven day

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

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** four hundred and fifty thousand dollars (\$450,000) 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 \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

- 4.2.3 General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.
- 4.3 Professional Liability Insurance.** Not applicable.
- 4.4 All Policies Requirements.**
- 4.4.1 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.4.2 Notice of Reduction in or Cancellation of Coverage.** Consultant shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.4.3 Higher Limits.** If Consultant maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Consultant.
- 4.4.4 Additional Certificates and Endorsements.** If Consultant provides services to Agency members, SCPPA, and/or SCPPA members pursuant to this Agreement, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or SCPPA member.
- 4.5 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. Such indemnification shall be limited to the amount of insurance coverage as specified in Section 4 and required to be carried by Consultant including any deductible. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONSULTANT.

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

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

including salaries and benefits of employees, agents and subcontractors of Consultant.

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

Party: (a) shall hold the Disclosing Party's Confidential Information in confident; and (b) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

- 10.7 Contract Administrator.** This Agreement shall be administered by Jane Cirrincione, Assistant General Manager for Legislative & Regulatory Affairs, or her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Kirsten Machi
Secretary and Founder
Association Management Solutions
5117 Brandin Court
Fremont, CA 94538

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive

Roseville, CA 95678

With a copy to:

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

- 10.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 10.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 10.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Consultant agree to resolve the dispute in accordance with the following:
- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
 - 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute

resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

NORTHERN CALIFORNIA POWER AGENCY

ASSOCIATION MANAGEMENT SOLUTIONS

Date_____

Date_____

RANDY S. HOWARD
General Manager

KIRSTEN MACHI
Secretary and Founder

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A - SCOPE OF SERVICES

Task 1: FY2018-2019 Conference and Event Planning Services for NCPA (Agency):

Consultant shall provide conference and other even planning services for meetings and programs held throughout the year. In this role, the Consultant shall:

- Manage event planning for at least five conferences.
- Attend conferences, and travel both in and possibly out of state to preview venues and support NCPA programs.
- Make arrangements for other NCPA member events throughout the year.
- Market events to attendees and sponsors.
- Negotiate contracts with meeting venue representatives.
- Serve as NCPA's point of contact for all hotel and other meeting venue arrangements for NCPA meetings, including overseeing meeting room set ups and catering/menu arrangements, and arranging for audio/visual equipment, and related activities.
- Assist process of identifying speakers for programs and managing communications and travel arrangements related to each presenter.
- Oversee event registration and preparation of meeting materials—including invitations, programs, and signage—and registration gifts.
- Report to the NCPA Assistant General Manager for Legislative and Regulatory Affairs.

NCPA events Consultant shall support include but are not limited to:

- a. NCPA State Legislative Staff Tour—July 23-25, 2018. Three day tour to destinations throughout Northern California including and not limited to NCPA member communities and districts as well as generating facilities. Attendance is approximately 40 state legislative staff.
- b. NCPA Annual Conference—September 26-28, 2018. Three day program, including a day and a half of formal presentations, opening reception, and banquet dinner. This conference is held in September at locations within Northern California; for 2018, the hotel and venue will be the Hyatt Regency Monterey, with a reception and strolling dinner at the Monterey Bay Aquarium. Attendance is approximately 250 people.
- c. NCPA Strategic Issues Conference—January 15-17, 2019. Three day program, including opening dinner, one full day of formal presentations, reception, banquet and Commission meeting. This conference is held each year in Sacramento; for 2019, the hotel and venue will be the Kimpton Sawyer Hotel. Attendance is approximately 100 people.
- d. Capitol Day—late January/early February 2019. One day grassroots lobbying event involving approximately 40 NCPA member representatives. This conference is held each year in Sacramento. Attendance is approximately 40 people.
- e. NCPA Federal Policy Conference—April 28-May 2, 2019. Four day program, including opening dinner event, one full day of formal presentations, banquet, and other member events. This conference is held each year in Washington, D.C; for 2019, the hotel will be the Mayflower and the venue will be the Newseum. Attendance is approximately 50 people.

Consultant shall provide the following planning services, as appropriate, for each event listed above:

- i. Location/Venue Selection:
 - o Review event specifications with client
 - o Create and distribute requests for proposals to potential venues
 - o Conduct site inspections of potential venues (if applicable)
 - o Review/discuss benefits of each venue with client
 - o Select venue and negotiate contract using AMS strengths to secure the best possible terms and rates
 - o Review/approve final invoice
- ii. Budget Development & Management:
 - o Track and manage expenditures and income with careful oversight to budgetary requirements
 - o Monthly reporting
 - o Post-event financial summary report
- iii. Pre-meeting Coordination:
 - o Work with client on agenda development, space/time allocation
 - o Send meeting reminders
 - o Manage deadlines to keep preplanning on track
 - o Schedule pre-conference meeting with venue
- iv. Hotel/Lodging Coordination:
 - o Coordinate overall room block, working with hotels to ensure all attendees are accommodated
 - o Room pick-up reports, including audit reports with hotel to cross check pick-ups.
 - o VIP rooms
 - o Overflow
- v. Production, A/V (equipment and execution)
 - o Create specifications outline detailing equipment/services
 - o Create and distribute requests for proposals to vendors
 - o Select vendors and negotiate contracts using AMS strengths to secure the best possible terms and rates
 - o Review/approve final invoice
- vi. Food & Beverage:
 - o Create specifications outline detailing food and beverage requirements
 - o Confirm estimated price per person with client
 - o Create menu options based on specifications while using AMS expertise to maximize value
 - o Review proposed menu with client and adjust as necessary
 - o Finalize menu and submit to venue
 - o Review and approve BEOs
 - o Review and approve banquet checks daily
 - o Review/approve final invoice

- vii. **Marketing:**
 - Coordinate with client's PR staff or agency, as appropriate, on all marketing, PR and social
 - media
 - Coordinate and manage email schedule; manage email distribution lists; create and deploy
 - email promotions utilizing Mail Chimp (or other tool as preferred by client)
 - Work with client on developing content for social media campaign
 - Work with client on the development and maintenance of tool used by NCPA to communicate with attendees and sponsors
- viii. **Registration:**
 - Oversee registration process for participants serving as key point of contact
 - Oversee the processing of registration payments, as appropriate
 - Create and distribute name badges
 - Provide registration reports, as required (attendance, income, demographics, etc.)
 - Oversee and manage the creation of all on-site registration signage, as appropriate
 - Oversee the management and distribution of tickets/vouchers for receptions or banquets
 - Manage on-site check-in offering a professional, welcoming environment for attendees
 - Oversee the management and response to all inquiries with professionalism, fairness and consistency
- ix. **Speaker Services:**
 - Coordinate with NCPA on the collection of all event:
 - Papers
 - Presentations
 - Speaker releases
 - Fees
 - Manage and respond to all inquiries with professionalism, fairness and consistency
- x. **Transportation:**
 - Collaborate with client to determine requirements
 - Create and distribute request for proposal to vendors
 - Select vendor and negotiate contract using expertise to gain best possible terms and rates
 - Work with client to define arrival/departure process
 - Create arrival/departure manifest
 - Review/approve final invoice
- xi. **On-Site Management:**
 - Arrive in advance and review schedule of events with venue contact to ensure

- accuracy to allow for a smooth execution to all aspects of the event
- Ensure all vendors arrive on time and supervise setup as scheduled
- Onsite meeting logistics management:
 - Meeting room setup
 - Audio-visual set up and coordination
 - Presentation coordination, working with staff or volunteer(s) as available to manage the formatting and preparation of final materials
 - Signage coordination and placement
 - Collateral, materials coordination and management
 - Giveaway distribution
 - Security coordination, if needed
 - F&B oversight and management with real time tracking to capture trends and optimize selections and quantities for future events
- Manage execution of event from start to finish
- xii. Surveys:
 - Prepare and post attendee survey questions
 - Collect survey results and compile
 - Provide post-event briefing
- xiii. Post-Meeting Follow Up:
 - Hold post-event meeting with client to review successes and address any areas for improvement
 - Provide summary report of registration and preliminary budget reports

Task 2: FY2019-2020 & FY2020-2021 Conference and Event Planning Services for NCPA (Agency):

At the option of NCPA, NCPA may issue additional purchase orders for conference and event planning services as outlined under Task 1 for similar annual events enumerated under a-e in FY2019-2020 and FY2020-2021. As set forth in Section 1.5 of the Agreement, 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 for FY2019-2020 and/or FY2020-2021 annual events.

Task 3: Event Planning Services for NCPA Members, SCPPA, and/or SCPPA Members:

Upon request from NCPA and pending Consultant's availability, Consultant shall provide conference and event planning services as outlined under Task 1i-xiii as requested. As set forth in Section 1.5 of the Agreement, Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order to respond in writing that Consultant chooses not to perform the requested services.

EXHIBIT B - COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed the amount set forth in Section 2 of the Agreement. Specifically:

- Compensation for Task 1, including hourly fees and expenses, shall not exceed \$120,000;
- Compensation for Task 2, including hourly fees and expenses, shall not exceed \$120,000 annually for FY2019-2020 or FY2020-2021; and
- Compensation for Task 3, including hourly fees and expenses, shall not exceed \$90,000 over the three-year term of the agreement.

The hourly rates and or compensation breakdown is as follows:

Location/Venue Selection services:	\$85.00 per hour
All other services:	\$75.00 per hour

NCPA shall reimburse Consultant for travel related expenditures, including airfare, ground transportation, accommodations, meals, and incidentals. As a public agency, NCPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service. As set forth in Section 2.1 of the Agreement, in order to receive reimbursement for travel related expenditures, Consultant shall provide itemized receipts that properly support the propriety of those expenditures. These receipts shall be sufficient to demonstrate that the expenditures incurred have met the “actual, reasonable, and necessary” test required by the Internal Revenue Service. Improper documentation or lack of documentation can result in denial of reimbursement.

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.



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
KMK DESIGN COMPANY**

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 KMK Design Company, a corporation with its office located at 316 Lincoln Street, Roseville, CA 95678 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2018 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than three (3) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven day

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

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** one hundred and fifty thousand dollars (\$150,000) 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 hours spent, 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 \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.

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

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

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

4.3 Professional Liability Insurance. Not applicable.

4.4 All Policies Requirements.

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

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

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

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

4.5 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.
- 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 due to failure to adequately perform tasks fully or in a timely manner 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.** Section 5 allocating liability and Section 10 paragraphs 10.1, 10.2, and 10.11 of this Agreement 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** Not applicable.

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 for Legislative & Regulatory Affairs, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Kirsten Kakarigi
Owner & Creative Director
KMK Design Company
316 Lincoln Street
Roseville, CA 95678

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

KMK DESIGN COMPANY

Date _____

Date _____

RANDY S. HOWARD
 General Manager

KIRSTEN KAKARIGI
 Owner & Creative Director

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Task 1: Conference and Event Planning Services

Consultant shall provide conference and event planning services as requested by the Northern California Power Agency ("Agency") and as requested by Agency on behalf of its Members, Southern California Public Power Authority (SCPPA), or SCPPA members. Conference and event planning services include:

- Location and Venue Selection
- Budget Development & Management
- Pre-meeting Coordination
- Hotel/Lodging Coordination
- Production, A/V (equipment and execution)
- Food & Beverage
- Marketing
- Registration
- Speaker Services
- Transportation
- On-Site Management
- Surveys
- Post-Meeting Follow Up

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

- General Planning: \$100 per hour
- Site Inspection: \$275 per person, per day
- Program Staff Rate: \$550 per person, per day

NCPA shall reimburse Consultant for travel related expenditures, including airfare and ground transportation, accommodations, meals, and incidentals. As a public agency, NCPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service. As set forth in Section 2.1 of the Agreement, in order to receive reimbursement for travel related expenditures, Consultant shall provide itemized receipts that properly support the propriety of those expenditures. These receipts shall be sufficient to demonstrate that the expenditures incurred have met the "actual, reasonable, and necessary" test required by the Internal Revenue Service. Improper documentation or lack of documentation can result in denial of reimbursement.

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.

NCPA Commission Agenda Item 21

Pursuant to Government Code Section 54957.6:
Conference with Labor Negotiators, and Government
Code Section 54957: Performance Evaluation:
Unrepresented Public Employee, this item is being
considered in Closed Session.

Contingent upon action taken during **Closed Session
Item 20**, the Staff Report, Resolution and Amendment to
the Employment Agreement will be provided to the Full
Commission in Open Session for final consideration.

22



Commission Staff Report

Date: May 16, 2018

COMMISSION MEETING DATE: May 24, 2018

SUBJECT: Siemens Energy, Inc. – Five Year Multi-Task General Services Agreement for T3000 maintenance and support services; Applicable to the following projects: NCPA Lodi Energy Center and Geothermal Facility Locations, City of Redding and City of Roseville

AGENDA CATEGORY: Discussion/Action

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

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

RECOMMENDATION:

Approval of Resolution 18-39 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Siemens Energy, Inc. for T3000 maintenance and support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$3,500,000 over five years for use at NCPA Lodi Energy Center (LEC) and Geothermal (GEO) facilities as well as the City of Redding and the City of Roseville.

BACKGROUND:

In February 2016, a Power Plant Working Group was created which includes members from NCPA, City of Redding, City of Roseville and Silicon Valley Power. The group meets quarterly to discuss safety, environmental and plant technical issues. During these discussions, it was discovered that the LEC, GEO, City of Redding and City of Roseville facilities utilize the Siemens T3000 Control System. T3000 maintenance and support services are required from time to time related to project support at NCPA LEC and GEO facilities as well as the City of Redding and the City of Roseville. By collectively establishing one agreement with Siemens for these services, all of the facilities will benefit from discounted pricing on services as well as parts purchases. The cities of Redding and Roseville will utilize this agreement through NCPA's Shared Services Program.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$3,500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

Siemens is the original equipment manufacturer (OEM) for the control systems. They provide all of the upgrades and patch management for the control systems. This support is only available from the OEM. Options to executing this agreement would be to do nothing, buy a new control system from a different manufacturer, or execute an agreement with the OEM.

Doing nothing is not acceptable because it leaves the system vulnerable to cyber-attacks and other flaws. Purchasing a new control system is also not feasible, as it would cost millions of dollars and extensive down time of the unit for installation.

By combining efforts with Roseville and Redding, NCPA was able to negotiate a 20% discount applicable to all participants. If the City of Redding and/or the City of Roseville opt to not use this agreement, NCPA will not realize the 20% savings. With the 20% discount, the annual cost for LEC is approved at \$157,817 per year. The annual cost for the Geysers will be \$206,086 per year.

ENVIRONMENTAL ANALYSIS:

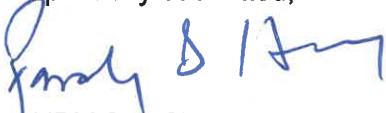
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a “project” for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

The recommendation above was reviewed by the Facilities Committee on May 2, 2018, and was recommended for Commission approval on Consent Calendar.

The recommendation above was reviewed by the Lodi Energy Center Project Participant Committee on May 14, 2018, and was approved.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Siemens Energy, Inc.

RESOLUTION 18-39

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH SIEMENS
ENERGY, INC.**

(reference Staff Report #153:18)

WHEREAS, T3000 maintenance and support services are periodically required by the Northern California Power Agency (NCPA) Lodi Energy Center and Geothermal facilities, as well as the City of Redding and the City of Roseville; and

WHEREAS, Siemens Energy, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Siemens Energy, Inc. to provide such services as needed at NCPA Lodi Energy Center and Geothermal facility locations, as well as the City of Redding and the City of Roseville, in an amount not to exceed \$3,500,000 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 Siemens Energy, Inc. with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$3,500,000 over five years for T3000 maintenance and support services for use at NCPA Lodi Energy Center and Geothermal facilities, as well as the City of Redding and the City of Roseville.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2018 by the following vote on roll call:

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

BOB LINGL
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
SIEMENS ENERGY, 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 Siemens Energy, Inc., a Delaware corporation with its office located at 1345 Ridgeland Parkway, Suite 116, Alpharetta, GA 30004 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2018 ("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 the City of Redding and City of Roseville.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** three million five hundred thousand dollars (\$3,500,000) 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 employment taxes, incurred under this Agreement. The dollar amount set forth and authorized in a Purchase Order does not include any state or local taxes. Such taxes are for the account of Agency and Agency agrees to pay any such tax when due or to reimburse Contractor consistent with the payment terms set forth herein. Should Agency be exempted from any such tax, it shall provide Contractor certification thereof no later than the effective date of the Purchase

Order. Contractor shall split labor vs. material costs on any invoice submitted so it is clear what items are taxable and shall identify any taxable items.

- 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/\$4,000,000 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 limit of \$1,000,000 per each accident. 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 (\$1,000,000.00) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. 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 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 the City of Redding and/or City of Roseville pursuant to this Agreement, Contractor shall provide the certificates of insurance and/or policy endorsements, as referenced in Section 4.5.1,

naming the specific Agency member, City of Redding and/or City of Roseville, for which the Work is to be performed.

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action from and against claims for personal injury (including disease, sickness, and death) and for physical damage to or loss of property to the extent caused by the acts or omissions or willful misconduct of Contractor, its officials, officers, employees, or agents. 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.

In no event shall Contractor's obligations under this indemnity provision apply to any claim by a customer of Agency for voltage or frequency fluctuation or service interruption of any kind, or to any claim by any third party for failure of Agency to provide power or capacity under any contract, and provided further that in no event shall the term "third party" as used in this paragraph apply to any affiliate or lender of Agency or any transferee of some or all of the Work.

The Party seeking the indemnification shall promptly give written notice to the other Party of any third party action for which indemnification is being sought and provide the other Party with the opportunity to participate in all settlement negotiations respecting such claim.

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 in effect at the time of contract execution and in effect when any Purchase Order is issued, which are 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 be in their name to practice their respective professions.

- 7.4 Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

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

Labor Code Sections 1770 *et seq.* In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Section 8. TERMINATION AND MODIFICATION.

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

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof). Contractor will also be entitled to any additional expense incurred by reason of termination or cancellation of written agreements between Contractor and its suppliers. Contractor will make every reasonable effort to minimize such costs upon termination. Payments made by Agency and received by Contractor prior to the date of termination will be credited against the amount due.

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 provided Contractor has not substantially commenced cure of such default within thirty (30) days after receipt of written notice from Agency of such material default 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. Agency shall use its best efforts to mitigate the cost for completion of such 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.

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.

11.4 Exclusivity of Warranties and Remedies. The only warranties and guarantees made by Contractor are those expressly enumerated in this Section 11. Any other statements of fact or descriptions whether expressed in the Purchase Order, or any attachments or Appendices thereto, or in any quotations, proposals, specifications, drawings or manuals, or other documentation concerning the Scope of Work, whether in electronic form or hardcopy, shall not be deemed to constitute a warranty or guarantee of the Work or any part thereof. **THE WARRANTIES AND GUARANTEES PROVIDED IN THIS SECTION 11 ARE EXCLUSIVE AND NO OTHER WARRANTIES OR GUARANTEES OR CONDITIONS OF ANY KIND APPLY, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), SHALL APPLY.** Correction of defects in accordance with this Section 11 or a refund in accordance with this Section 11 in the manner and during the period provided herein shall constitute complete fulfillment of Agency's exclusive remedy for all the liabilities or responsibilities of Contractor and its subcontractors to Agency for defective or nonconforming Equipment, Software, or Work, whether the claims of Agency are based in contract, in tort (including negligence and strict liability), or otherwise. In the event that physical loss or damage to the Agency's property results from the failure of a defective portion of the Work or Equipment, Contractor's liability under this Section shall not exceed the cost of performing the warranty remedy, either by replacement, repair, modification, re-performance or correction which Contractor would have had to perform if such warranty remedy had been carried out immediately prior to the occurrence of the physical loss or damage. Contractor's responsibility for physical loss or damage to Agency property shall be exclusively as set out in Section 13.19.

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 Ken Speer, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:
- Siemens Energy, Inc.
Attention: Tim Haines
1345 Ridgeland Parkway, Suite 116
Alpharetta, GA 30004

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:

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, City of Redding or City of Roseville, (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.

13.16 Force Majeure. Contractor will not be liable for failure to perform any obligation or delay in performance resulting from or contributed to by any reasonably unforeseeable cause that is beyond the reasonable control of Contractor or its subcontractors including without limitation any act of God; act of civil or military authority; act of war whether declared or undeclared; act of terrorism; act (including delay, failure to act, or priority) of any governmental authority or Agency; civil disturbance; insurrection or riot; sabotage; fire; inclement and highly unusual weather conditions for the respective location and time of year; earthquake; flood; strike; work stoppage or other labor difficulty; embargo; car shortage; fuel or energy shortage; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary

manufacturing facilities, labor, necessary import or export licenses or materials from usual sources ("Force Majeure Event"). Notwithstanding the foregoing and for the avoidance of doubt, the following shall not be considered a Force Majeure Event: economic hardship; lack of money or credit; loss of profit or loss of return on investment; changes in commodity prices and the price of raw materials, fuel and supplies; changes in labor costs, wages and benefits; changes in exchange rates; Contractor's inability to perform and complete the work for the Purchase Order price.

In the event of a delay in performance excusable under this Article, the date of delivery or time for performance of the work will be extended by a period of time reasonably necessary to overcome the effect of such delay.

If a Force Majeure Event occurs, the claiming party shall promptly notify the other party of the occurrence of that Force Majeure Event, its effect on performance, and how long the claiming party expects it to last. Thereafter the claiming party shall update that information as reasonably necessary. During a Force Majeure Event, the claiming party shall use reasonable efforts to resume its performance under this Agreement.

- 13.17 Limitation of Liability.** The aggregate liability of Contractor arising out of the performance or nonperformance of obligations in connection with a Purchase Order or the performance or nonperformance of Work under a Purchase Order, under any theory of recovery, whether based in contract, tort (including negligence and strict liability), or otherwise, shall not exceed an amount equal to one hundred percent (100%) of the amount of the Purchase Order or the amount of the applicable insurance specified in Section 4, whichever is greater.

In no event, whether based in contract, tort (including negligence and strict liability), or otherwise, shall either party be liable for damages for loss of profits or revenue or the loss of use of either; damage to the Work after risk of loss has transferred to Agency; loss by reason of Plant shutdown or inability to operate at capacity; damage to or loss of Agency's property or equipment (except as otherwise provided for and subject to the limitations stated in Section 13.19); costs of replacement power or capital; claims of Agency's customers; inventory or use charges; or incidental, indirect, special or consequential damages of any other kind or nature, whatsoever. The waivers and disclaimers of liability, releases from liability, and limitations on liability expressed in this Section 13.16 shall extend to Agency, Contractor and its subcontractors, affiliates, successors and assigns, and their respective partners, principals, shareholders, directors, officers, employees, and agents.

- 13.18 Delivery of Title and Risk of Loss.** Delivery of each item of Equipment shall occur for all shipments, arrival at the Site entrance, ready to be unloaded (hereinafter referred to as "Delivery" or "Delivery Point"). Provided that all payments are current in accordance with the Exhibit B, legal and equitable title and risk of loss for the Equipment, except for Software, shall pass to Agency on a

“Delivered Duty Paid” (“DDP”) basis, as that term is defined by the International Commercial Terms 2010.

Title to and right of possession of any Software licensed hereunder shall remain with Contractor, or its licensor, except that Agency, City of Redding and City of Roseville shall have the right of possession and use of the Software provided hereunder at no cost for the term of the corresponding license provided herein, so long as no breach of the Agreement has been made by and singularly applicable to Agency, City of Redding, and City of Roseville and all payments due Contractor have been paid. Nothing in the Agreement shall be construed as giving Agency, City of Redding and City of Roseville any right to sell, assign, lease or in any other manner transfer or encumber Contractor's, or its licensor's ownership of the Software, or as limiting Contractor, or its licensors, from using and licensing the Software to any third party.

13.19 Contractor’s Responsibility for Damage to Agency’s Property.

- 13.19.1** Subject to the provisions stated in this Section 13.19 below, if sudden and accidental damage to Agency property is caused by (1) the failure of any Equipment or Work provided by Contractor pursuant to this Agreement to conform to the corresponding warranties provided in Sections 11.1 (Equipment) and 11.3 (Work), or (2) a negligent act or omission of Contractor during performance of the Work, then for each such event Contractor shall credit the Agency for the actual direct costs incurred by the Agency to the extent that such property damage was caused by such warranty non-conformance or negligence.
- 13.19.2** Seller’s obligations under this Section 13.19 shall be limited on a per event basis and in the aggregate to the lesser of:
(a) the actual direct cost incurred by the Agency to repair the property damage, including uncovering, gaining access to, removal and replacement costs, to be substantiated to the reasonable satisfaction of Contractor, or (b) an amount of Two million Dollars (U.S. \$2,000,000).
- 13.19.3** Except as specifically set forth in this Section 13.19, in no event shall Contractor have any responsibility or liability, under any theory of recovery, whether based in contract, tort (including negligence and strict liability), or otherwise, for any loss or damage to Agency’s property as a result of (1) the failure of any Equipment or Work provided by Contractor pursuant to this Agreement to conform to the corresponding warranties provided in Sections 11.1 (Equipment) and 11.3 (Work), or (2) a negligent act or omission of Contractor during performance of the Work.

13.20 Software License. Contractor grants to Agency, City of Redding and City of Roseville a nonexclusive, nontransferable license to utilize the Software furnished hereunder. Such license is limited to Agency's, City of Redding's and City of Roseville's internal use at or for the unit with which such Software is incorporated. All title and ownership of the Contractor-furnished Software, including, without limitation, the copyright to such software, shall remain exclusively with Contractor. Agency, City of Redding and City of Roseville may make a backup copy of the Software to replace a damaged original. Agency shall not itself, or with the assistance of others, reverse compile, reverse engineer, or in any other manner attempt to decipher in whole or in part the logic or coherence of any Software licensed hereunder. Third party Software provided by Contractor may be subject to a separate license agreement and /or registration requirements and limitations on copying and use.

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

NORTHERN CALIFORNIA POWER AGENCY

SIEMENS ENERGY, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

JEFF MILLER, Director for North America

Attest:

Assistant Secretary of the Commission

Approved as to Form:

General Counsel

EXHIBIT A

SCOPE OF WORK

Siemens Energy, Inc. shall provide Long Term Service Plan service as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, City of Redding and City of Roseville.

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

Lodi, Geysers, Roseville & Redding Plant Systems DCS Architecture Matrix

Plant	Thin Clients	App. SVS.	Auto. CPU	Com. Svs.	I/O
Geysers	8	2	2	4	1700
Roseville	5	1	4	2	5200
Redding	14	1	10	4	5500
Lodi	6	1	5	5	3200

*Due to the relative age of the T3000 DCS version at the Geysers and Lodi Plant, in addition to the HMI Servers, the Automation CPU's, Communication Servers and the UPS's have to be replaced as well.

Entitlements

Lodi Energy Center Customer Service Agreement Five (5) - Year Program

Base Services

- I&C Customer Portal, SPPA-View Access
- Lifecycle Reporting
- Usage and Summary Reporting

• Remote System Administrative Checks

• Parts Exchange

- 25% discount on parts purchased

• Remote Expert Center (REC) hours

- 40 Hours (20% discount off of list price for additional hours)
- 20% rollover

• On-Site Field Service/Technical Support

- 10% discount on hours purchased

• Cyber Security Services

- Malware and Security Patch Updates

- **Class Training Sessions**
- 2 Training Sessions per year (5% discount off of catalog pricing for additional training)
- **Version Upgrade**
- Upgrade to latest SPPA-T3000 including all required HW/SW and onsite labor/ travel for install
- One within service contract term
- Scheduled between Spring 2019 and Fall 2021

Geysers Plant 1 and 2 Customer Service Agreement Five (5) - Year Program

Base Services

- I&C Customer Portal, SPPA-View Access
- Lifecycle Reporting
- Usage and Summary Reporting

Remote System Administrative Checks

Parts Exchange

- 25% discount on parts purchased

Remote Expert Center (REC) hours

- 40 Hours (20% discount off of list price for additional hours)
- 20% rollover

On-Site Field Service/Technical Support

- 10% discount on hours purchased

Cyber Security Services

- Malware and Security Patch Updates

Class Training Sessions

- 2 Training Sessions per year (5% discount off of catalog pricing for additional training)

Version Upgrade

- Upgrade to latest SPPA-T3000 including all required HW/SW and onsite labor/ travel for install
- One within service contract term
- Scheduled between Spring 2019 and Fall 2021

Redding Power Plant Customer Service Agreement Five (5) - Year Program

Base Services

- I&C Customer Portal, SPPA-View Access
- Lifecycle Reporting
- Usage and Summary Reporting

- **Remote System Administrative Checks**
- **Parts Exchange**
 - 25% discount on parts purchased
- **Remote Expert Center (REC) hours**
 - 40 Hours (20% discount off of list price for additional hours)
 - 20% rollover
- **On-Site Field Service/Technical Support**
 - 10% discount on hours purchased
- **Cyber Security Services**
 - Malware and Security Patch Updates
- **Class Training Sessions**
 - 2 Training Sessions per year (5% discount off of catalog pricing for additional training)
- **Version Upgrade**
 - Upgrade to latest SPPA-T3000 including all required HW/SW and onsite labor/ travel for install
 - One within service contract term
 - Scheduled between Spring 2019 and Fall 2021

Roseville Power Plant Customer Service Agreement Five (5) - Year Program

Base Services

- I&C Customer Portal, SPPA-View Access
- Lifecycle Reporting
- Usage and Summary Reporting
- **Remote System Administrative Checks**
- **Parts Exchange**
 - 25% discount on parts purchased
- **Remote Expert Center (REC) hours**
 - 40 Hours (20% discount off of list price for additional hours)
 - 20% rollover
- **On-Site Field Service/Technical Support**
 - 10% discount on hours purchased
- **Cyber Security Services**
 - Malware and Security Patch Updates
- **Class Training Sessions**
 - 2 Training Sessions per year (5% discount off of catalog pricing for additional training)

- **Version Upgrade**

- Upgrade to latest SPPA-T3000 including all required HW/SW and onsite labor/ travel for install
- One within service contract term
- Scheduled between Spring 2019 and Fall 2021

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:

Lodi Energy Center

Lodi Energy Center	An.Svs.Cntrct	Version Upgrade	5-Yr Total	Levelized (/an.)
LEC Current Offers	\$ 79,360	\$ 392,288	\$ 789,088	
New 5-Year Program Exclusive			\$ 694,400	\$ 138,880.00
New 5-Year Program (w/Gysrs)			\$ 678,620	\$ 135,724.00
New 5-Year Program (3-4 sites)			\$ 643,730	\$ 128,746.00

NCPA Geysers

Geysers Plant 1/2	An.Svs.Cntrct	Version Upgrade	5-Yr Total	Levelized (/an.)
Geysers Stand-alone Offers	\$ 87,517	\$ 592,847	\$ 1,030,432	
New 5-Year Program Exclusive			\$ 906,784	\$ 181,357.00
New 5-Year Program (w/Lodi)			\$ 886,177	\$ 177,236.00
New 5-Year Program (3-4 sites)			\$ 840,616	\$ 168,124.00

Redding Power Plant

Redding Power Plant	An.Svs.Cntrct	Version Upgrade	5-Yr Total	Levelized (/an.)
Redding Stand-alone Offers	\$ 87,517	\$ 470,026	\$ 907,611	
New 5-Year Program Exclusive			\$ 798,701	\$ 159,741.00
New 5-Year Program (w/Lodi)			\$ 780,550	\$ 156,111.00
New 5-Year Program (3-4 sites)			\$ 740,420	\$ 148,084.00

Roseville Power Plant

Roseville Power Plant	An. Svs. Cntrct	Version Upgrade	5-Yr total	Levelized (/an.)
Roseville Stand-alone Offers	\$78,725.00	\$357,014.00	\$750,639.00	
New 5-Year Program Exclusive			\$660,565.00	\$132,113.00
New 5-Year Program w/Lodi)			\$645,554.00	\$129,110.80
New 5-Year Program (3-4 sites)	\$64,223.09	\$291,248.55	\$612,364.00	\$122,472.80

Roseville Version upgrade will be billed as a lump sum in the year installed, projected 2021.

Optional Year 1 Pricing for:	Svs. Cntrct Adder	Annual Amount
Application Whitelisting	\$ 28,442.00	\$ 28,442
Penetration Testing	\$ 40,503.00	\$ 40,503

Pricing for additional services to be performed 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

Siemens Energy, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

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)
