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Commission Agenda

Date: July 29, 2021
Subject: NCPA Commission Meeting
Location: Ironstone Vineyard, 1894 Six Mile Road, Murphys, California 95247 – *Music Room*
Time: 9:30 am

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Act, Governor Gavin Newsom's Emergency Declaration related to COVID-19, and Governor Newsom's Executive Order N-08-21 issued June 11, 2021, that allows attendance by NCPA Commissioners, staff and the public to participate and conduct the meeting by teleconference.

You may participate in the meeting via teleconference by:

Zoom Link: <https://us06web.zoom.us/j/94274859006>

Meeting ID: 942 7485 9006

Dial: 1 669-900-6833

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.

REVIEW SAFETY PROCEDURES

1. *Call Meeting to Order, Introductions and Roll Call (9:30 am – 9:40 am)*
2. *Approve Minutes of the June 17, 2021, Regular Commission Meeting (9:40 am – 9:45 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 (9:45 am – 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 am – 10:25 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 June 30, 2021*** – approval by all members.
11. ***Treasurer's Report for the Month Ended June 30, 2021*** – accept by all members.
12. ***Disposal of Northern California Power Agency Surplus Property*** – note and file by all members the disposal office furniture and miscellaneous desk accessories.
Fiscal Impact: This report has no direct fiscal impact to the Agency.
13. ***Resolution 21-67, Approval of Revisions to NCPA's Personnel Policies and Procedures Manual*** – adopt resolution by all members authorizing revisions to NCPA's Personnel Policies and Procedures Manual and delegate authority to the General Manager for implementation.
Fiscal Impact: This report has no direct fiscal impact to the Agency.
14. ***Resolution 21-68, Authorize Northern California Power Agency's General Manager to Execute Confirmation Number 0223 for The Energy Federation, Inc., Services to Alameda Municipal Power (AMP), Execute the Corresponding Southern California Public Power Authority Task Order, and Issue a Purchase Order Under the Support Services Program*** – adopt resolution by all members authorizing the NCPA General Manager or his designee to execute Confirmation Number 0223 and corresponding Southern California Public Power Authority (SCPPA) Task Order, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to The Energy Federation, Inc., (EFI) for energy efficiency services including an eCommerce marketplace and fulfillment services and downstream rebate processing services.
Fiscal Impact: There is no fiscal impact to NCPA. The services provided by EFI to AMP will be billed to and paid by AMP pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by AMP.
15. ***Resolution 21-69, Central Coast Energy Services, Inc. – Five Year Multi-Task Consulting Services Agreement for income verification services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Central Coast Energy Services for income verification 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 by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.
16. ***Resolution 21-70, Gannett Fleming, Inc. – Five Year Multi-Task Professional Services Agreement for engineering consulting services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Gannett Fleming, Inc., for engineering consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$2,500,000 over five years.

- 17. Resolution 21-71, Cisco Air Systems, Inc. – First Amendment to Five Year Multi-Task General Services Agreement for Specialized OEM Air Compressor Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Cisco Air Systems, Inc., for specialized OEM air compressor maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the agreement expiration from July 29, 2021, to October 21, 2021, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement will remain unchanged at not to exceed \$500,000 over the remainder of the contract term.
- 18. Resolution 21-72, Airstrike Bird Control, Inc. – Five Year General Services Agreement for Bird Control Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a sole source General Services Agreement with Airstrike Bird Control, Inc., for bird control related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$400,000 over five years, for use at any facilities owned and/or operated by NCPA.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$400,000 over five years. The 5-year maintenance program cost is \$242,814.00 with the ability to contract for additional intensive services as needed. Funds for these services are included in the maintenance budget for both CT2 and LEC. Purchase orders referencing the terms and conditions of the agreement will be issued for any needed additional intensive services at CT2/LEC or at other NCPA locations.
- 19. Resolution 21-73, Alliant Insurance Services, Inc. – Five Year Multi-Task Consulting Services Agreement for Professional Insurance Brokerage Services; Applicable to the Northern California Power Agency (NCPA)** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Five-Year Multi-Task Consulting Services Agreement with Alliant Insurance Services, Inc., for professional insurance brokerage services, applicable to all facilities owned and operated by NCPA, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$800,000 over five years.
Fiscal Impact: Upon execution, the total cost of the agreement shall not to exceed \$800,000 including approximately 10% for contingency related items over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures. The insurance brokerage services are included in the current fiscal year Risk Management budget.
- 20. Resolution 21-75, Admission of the San Francisco Bay Area Rapid Transit District as a New Participant in the Natural Gas Program Agreement** – adopt resolution by all members authorizing the admission of the San Francisco Bay Area Rapid Transit District (BART) as a new Participant in the Natural Gas Program Agreement upon BART’s execution of the Natural Gas Program Agreement.
Fiscal Impact: NCPA’s costs for development and administration of the Natural Gas Program Agreement will be allocated to Members in accordance with the Natural Gas Program Agreement and approved cost allocation methodologies as described in the NCPA annual budget.

Consent Items pulled for discussion: _____

DISCUSSION / ACTION ITEMS (10:25 am – 10:45 am)

21. Resolution 21-74, Nomination of the FY 2021-22 Slate of Officers and At-Large Executive Committee Members – adopt resolution by all members approving the election of the FY 2021-22 Slate of Officers for the positions of Chair and Vice Chair, and four (4) Commissioners as at-large Executive Committee Members. The FY2021-22 Slate of Officers are David Hagele as Chair, Jerry Serventi as Vice Chair, and Mark Chandler, Jenelle Osborne, Pauline Roccucci, and Greg Scharff, as Executive Committee Members.

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

22. Resolution 21-76, Commemorating the 125th Anniversary of the Electric Utility of the City of Santa Clara – adopt resolution by all members commending the 125th Anniversary of the Electric Utility of the City of Santa Clara.

CLOSED SESSION ITEMS (10:45 am – 11:15 am)

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

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

OPEN SESSION

REPORT FROM CLOSED SESSION

NEW BUSINESS

ADJOURNMENT



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Minutes

Date: June 17, 2021
To: NCPA Commission
From: Cary A. Padgett, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting / Teleconference Minutes

1. Call Meeting to Order and Introductions

Chair David Hagele called the meeting to order at 9:34 am via teleconference. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the May 27, 2021, Regular Commission Meeting

MOTION: A motion was made by Suds Jain and seconded by Greg Scharff to approve the Minutes of the May 27, 2021, Regular Commission Meeting. The motion carried by a majority on a roll call vote of those members present. *San Francisco BART, Lompoc, and Shasta Lake were absent.*

PUBLIC FORUM

No comments from the public addressed the Commission.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

General Manager Randy Howard reported:

- COVID-19 update: All NCPA employees will be back working full-time in person on July 6. At this time, NCPA is waiting for the final ruling from the Cal OSHA Board on their new protocols (the Board is meeting this morning). As well, we are working with our Members to ensure we are alignment with their back-to-office requirements as well.
- Provided a summer readiness update concerning NCPA's power units.
- Attending the American Public Power Association (APPA) National Conference next week in Orlando, FL. Several NCPA Members are receiving APPA Achievement Awards.
- Holding a Hometown Connections, Inc., Board meeting next week during the APPA National Conference.
- The July Commission meeting will be held in Murphys, which will be the first in-person meeting since March 2020. A Member BBQ will is scheduled on Wednesday, July 28 at Murphys Park.

- The NCPA Annual Conference program is coming together as we are confirming several good panels and speakers. Staff is working on the registration information, which should be available the first part of July.

4. Executive Committee

Committee Chair David Hagele reported the Executive Committee met once since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel, and discussed the Emergency Declaration Resolution approved by the Commission on March 26, 2020. Under New Business, the Committee discussed creating a Nominating Committee to select the Slate of Officers for FY21-22. The Nominating Committee will meet prior to the July Commission meeting and seek Commission approval at that meeting. The Committee also met in Closed Session, which are items 21 and 22 on today's agenda. No reportable action was taken. The next Committee meeting is scheduled for July 29.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met once since the last Commission meeting. The Committee discussed Items 14-20 on today's agenda. A quorum of the Committee was established, and recommended Commission approval of all items. Mr. Zimmer also reported that Power Management staff is actively monitoring the summer readiness and ensuring the Agency is prepared during the coming months due to the drought and hot summer weather. Staff is working through all the procedures to ensure staff is prepared and everyone understands their roles and responsibilities between NCPA and its Members.

6. Finance Committee

Committee Chair Greg Scharff reported the Committee did not meet since the last Commission meeting. The next Committee meeting is scheduled for August 10.

7. Legal Committee

General Counsel Jane Luckhardt reported the Committee met once since the last Commission meeting. The Committee met in Closed Session and discussed Items 21 and 22 on today's agenda. No reportable action taken on those items. The Committee continues to work towards finalizing the Clean Fuel Reward Program Non-Disclosure Agreement (NDA) and Use of Personal Information Agreement. The Committee is close to finalizing the NDA. The Committee also had a good discussion on E-Signatures regarding the types of programs each Member uses internally, if any. The next Committee meeting is scheduled for July 1.

8. Legislative & Regulatory Affairs Committee

Committee Chair Mark Chandler reported the Committee did not meet since the last Commission meeting. Chair Chandler reported the Agency posted and is seeking a Request for Proposal for a Graphics Design Consultant to assist with the Agency's graphics needs. A Member delegation is traveling to Orlando, Florida next week to attend APPA's National Conference where several NCPA Members will be receiving industry awards. The next Committee meeting is scheduled for August 25.

9. Members' Announcements & Meeting Reporting

No Member announcements were made.

CONSENT CALENDAR

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

No items were pulled from Consent.

MOTION: A motion was made by Mark Chandler, and seconded by Jerry Serventi to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19. The motion carried by a majority of those members present on a roll call vote with abstentions noted below for each item. *San Francisco BART, Lompoc, Port of Oakland, Shasta Lake, and Ukiah were absent.*

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

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

12. Disposal of Northern California Power Agency Surplus Property – note and file by all members the disposal of scrap metal from the Lodi Energy Center.

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

13. Amended 2021 Committee Meeting Calendar – approve all members the Amended 2021 Committee Meeting Calendar updating the locations of the July and October meetings.

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

14. Resolution 21-59, Authorize Northern California Power Agency (NCPA) General Manager to Execute Confirmation Number 0219 for Quest Media & Supplies, Inc., Services to the City of Redding/Redding Electric Utility and Issue a Corresponding Purchase Order Under the Support Services Program – adopt resolution by all members approving a Second Amendment to the Quest Media & Supplies, Inc., Agreement and subject to approval by the Redding City Council of the requested services under the terms of the NCPA Support Services Program Agreement, approval of Resolution 21-59 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0219, with any non-substantive changes as approved by the NCPA General Counsel, and issue a corresponding Purchase Order to Quest Media & Supplies, Inc., for design services for Redding Electric Utility's (REU) Fiber Optic Infrastructure Project.

Fiscal Impact: There is no fiscal impact to NCPA. The services provided by Quest Media & Supplies, Inc., to REU will be billed to and paid by Redding pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by Redding.

15. Resolution 21-60, GHD Inc. – Five Year Multi-Task Professional Services Agreement for engineering consulting services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with GHD Inc., for engineering consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$2,500,000 over five years.

16. **Resolution 21-61, Wilson Utility Construction Company, Inc. – Five Year Multi-Task General Services Agreement for transmission and distribution line maintenance services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Wilson Utility Construction Company, Inc. for transmission and distribution line maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.
17. **Resolution 21-62, Precision Iceblast Corporation – Five Year Multi-Task General Services Agreement for Inspection and Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Precision Iceblast Corporation for inspection and maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.
18. **Resolution 21-64, Ben Evans Inc., dba Environment Control – Five Year Multi-Task General Services Agreement for Full Service Janitorial and Building Maintenance Services at NCPA Headquarters and the Disaster Recovery Center** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Five-Year Multi-Task General Services Agreement with Ben Evans Inc., dba Environment Control for full service janitorial and building maintenance services at NCPA Headquarters and the Disaster Recovery Center, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$300,000 over five years.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed \$300,000 over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures. The janitorial maintenance was included in the current fiscal year General Service’s budget.
19. **Resolution 21-65, Quest Media and Supplies Inc. – Second Amendment to Five Year Multi-Task Consulting Services Agreement for Network Infrastructure Design, Engineering and Troubleshooting, Telecom Consulting, Data Center Administrative and Architectural Services, Application Design and Development Services, Security Consulting, Physical Infrastructure and Fiber and Ethernet Cabling, Applicable to Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Second Amendment to the Multi-Task Consulting Services Agreement with Quest Media and Supplies Inc., for network infrastructure design, engineering and troubleshooting; telecom consulting; data center administrative and architectural services; application design and development services; security consulting; physical infrastructure; and fiber and Ethernet cabling, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed to \$1,500,000 and extending the term for six months, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, the Southern California Public Power Authority (SCPPA), or SCPPA Members.

Fiscal Impact: Upon execution, the total not-to-exceed amount of the agreement will increase from \$200,000 to \$1,500,000 with a new expiration date of July 8, 2022.

DISCUSSION / ACTION ITEMS

20. Resolution 21-63, Geothermal Facility Enterprise Management (EMS) Upgrade Project; Applicable to the following: NCPA Geothermal Facility – adopt resolution by all members authorizing the Geothermal Facility Enterprise Management System (EMS) Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total project cost not to exceed \$600,000.

Fiscal Impact: The total cost for this project is not to exceed \$600,000. The project will be funded through the following sources:

- Estimated Proposed Project Cost = \$500,000
 - FY2021 FMS Control Systems Upgrade (Capital Project) - \$100,000
 - FY2022 Enterprise Monitor systems Upgrade (Capital Project) - \$400,000
- Contingency Funds (17%) = \$100,000
 - FY2022 O&M Budget

Project Authorization Total = \$600,000

Assistant General Manager Joel Ledesma provided a presentation on the update Enterprises Management project at the Geothermal facility. The Commission discussed and asked questions.

MOTION: A motion was made by Suds Jain and seconded by Mark Chandler to adopt resolution by all members authorizing the Geothermal Facility Enterprise Management System (EMS) Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total project cost not to exceed \$600,000. The motion carried by a majority on a roll call vote of those members present.

San Francisco BART, Lompoc, Port of Oakland, Redding, and Shasta Lake were absent. Truckee Donner abstained.

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

CLOSED SESSION

21. 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.

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

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the public meeting.

REPORT FROM CLOSED SESSION

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

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The June 17, 2021, Commission meeting was adjourned at 11:17 am by Chair Hagele.

Respectfully submitted,
//
DAVID HAGELE
Commission Chair

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

Attachments

DRAFT

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

TOPIC: *Meeting Minutes*

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

Passed and adopted 17th day of June 2021, by the above vote on roll call.

ATTEST: 
 CARY A. PADGETT
 Commission Assistant Secretary



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: June 17, 2021

Consent Items Listed on the Agenda: # 10 to # 19

Consent Items Removed from the Agenda and Approved Separately:

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LOPA / MA

ROLL-CALL VOTE BY MEMBERS:

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

ATTEST: _____

OP
Cary A. Padgett, Commission Assistant Secretary

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

TOPIC: *Roso. 21-63*

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

Passed and adopted 17th day of June 2021, by the above vote on roll call.

ATTEST: 
 CARY A. PADGETT
 Commission Assistant Secretary

#3

SUPPORT SERVICES PROGRAM STATUS REPORT

July 21, 2021

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

SSPA CONFIRMATIONS EXECUTED/WORK IN PROGRESS

<i>No.</i>	<i>Member Name</i>	<i>Date</i>	<i>Amount NTE</i>	<i>Vendor Name & Short Description</i>
0228	City of Palo Alto	7/14/21	\$ 11,950.00	Frontier Energy, Inc.; kitchen energy efficiency services for up to five restaurants to support electrification efforts.

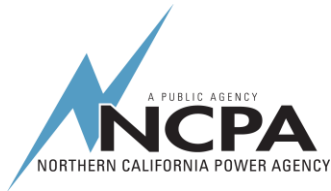
No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0224	City of Healdsburg	7/1/21	\$ 9,394.00	HOT/SHOT Infrared Inspections Inc.; infrared inspections of one substation and overhead 12kv distribution system.
0221	City of Lompoc	6/7/21	\$ 57,500.00	Hometown Connections, Inc.; services to facilitate the development of a Strategic Plan through HCI planning process and preparation of final plan document.
0220	City of Shasta Lake	6/2/21	\$ 9,348.00	TRC Solutions Inc.; independent third-party evaluation of the City's Physical Security Plan consistent with CPUC Decision 19-01-018.
0219	City of Redding	6/29/21	\$312,820.00	Quest Media & Supplies, Inc.; for design services for Fiber Optic Infrastructure Project including site walks, baseline drawings, update every pole drawing, full permit package for project compliant with public works requirements.
0218	City of Redding	6/15/21	\$200,785.00	Bell Burnett & Associates; consulting services to prepare Mitigation Implementation Plan and conduct review of REU's Capital Program and make recommendations about most efficient means of implementation.
0217	City of Redding	5/26/21	\$ 8,084.10	Cameron-Cole LLC; provide verification services for CY 2020 CARB Greenhouse Gas emissions report for compliance with the regulation for mandatory reporting of GHG emissions (GHG Reporting Rule).
0216	Port of Oakland	5/12/21	\$ 7,973.00	TRC Solutions, Inc.; for independent third-party evaluation of Physical Security Plan per CPUC Decision 19-01-018.
0215	Port of Oakland	5/18/21	\$34,675.00	Black & Veatch, Inc.; engineering and substation support services including analysis of diagrams and other substation information to assist with PG&E application and distribution planning.
0214	City of Lodi	5/4/21	\$ 6,448.00	TRC Solutions, Inc.; for independent third-party evaluation of Physical Security Plan per CPUC Decision 19-01-018.
0208	Port of Oakland	4/7/21	\$ 59,815.00	AESI US, Inc.; provide development of Physical Security Plan in its entirety per CPUC Decision No. 19-01-018.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0206B	Truckee Donner PUD	4/5/21	\$ 6,710.00	TRC Solutions, Inc.; for independent third-party evaluation of TDPUD's Physical Security Plan per CPUC Decision No. 19-01-108.
0205	City of Santa Clara	4/27/21	\$64,220.00	Cadmus Group LLC; review and evaluate SVP's FY21 Room Air Cleaner Program which offers rebates to residential customers for up to three ENERGY STAR certified room air cleaners.
0204	City of Lompoc	3/30/21	\$125,000.00	MFP Connect, Inc.; provide personnel services to lead special project-onboard energy consultant with extensive T&D experience to assess system health, recommend/prioritize critical path maintenance, develop comprehensive CIP and additional duties as requested by UD.
0198	City of Redding	12/14/20	\$124,325.00	Ulteig; Consulting services for development of a 10-year distribution modernization program and associated 5-year capital improvement plan for REU.
0197	Alameda Municipal Power	12/1/20	\$ 69,380.00	Hometown Connections, Inc.; Review of AMP's organizational structure and report.
0194 Amd.	Truckee Donner PUD	10/30/20	\$149,368.69	NorCal Power Services LLC; maintenance testing on Martis Valley substation; subsequent amendment to add repair work as a result of testing.
0192	City of Redding	11/19/20	\$ 76,840.00	GDS Associates, Inc.; Services re: REU's Energy Efficiency Integrated Resource Plan with ultimate goal being the development of final report that provides recommendation of preferred portfolio, identifies potential funding sources and approximate budgets through 2030.
0189	City of Redding	10/7/20	\$ 84,305.00	Hometown Connections, Inc.; Provide strategic planning facilitation services.
0186	Alameda Municipal Power	9/21/20	\$ 75,000.00	Flynn Resource Consultants, Inc.; Continued services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, and other services as requested in FY21.
0185	City of Santa Clara	9/14/20	\$119,822.70	Cadmus Group LLO; Energy efficiency services for SVP's Rebate Programs.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0179	Alameda Municipal Power	7/28/20	\$ 67,500.00	Cooperative Response Center; Overflow telephone solution during after-hours or outage situations FY21.
0166	City of Palo Alto	7/1/20	\$ 73,325.00	Energy & Research Solutions; energy efficiency consulting services including energy savings calculation review, rebate application review, business energy audits and technical advice.
0164	City of Palo Alto	6/16/20	\$ 51,015.00	IEC Corporation; engineering services to develop technical bid packages for electrical circuit breaker replacements at various substation sites within the City of Palo Alto.
0157	City of Lodi	4/28/20	\$154,480.00	Cooperative Response Center; Overflow telephone solution during after-hours or outage situations 24-month period.
0117 Amd.	City of Lodi	8/22/19 1/20/21	\$275,811.00	Burns & McDonnell; engineering design and environmental analysis for the PG&E Northern San Joaquin 230 kV Transmission Project to be incorporated into PG&E's PEA.
0110	City of Santa Clara	6/20/19	\$ 48,775.00	Cameron-Cole LLC; annual CARB greenhouse gas emissions and mandatory compliance reporting of greenhouse gas emissions; years 2018-2020.
0080	City of Roseville	7/11/18	\$148, 084.00	Siemens Energy, Inc.; Year 3 of 5-year T-3000 Maintenance Program
0079	City of Redding	7//10/18	\$ 64,223.09	Siemens Energy, Inc.; Year 3 of 5-year T-3000 Maintenance Program.

SSA CONFIRMATIONS EXECUTED AND IN PROGRESS (SCPPA CONTRACTS)

No.	NCPA Member	Date	Amount	Vendor Name & Short Description



651 Commerce Drive
Roseville, CA 95678

phone (916) 781-3636
fax (916) 783-7693
web www.ncpa.com

Commission Staff Report

AGENDA ITEM NO.: 5

Date: July 29, 2021
To: NCPA Commission
Subject: July 7, 2021 Facilities Committee Meeting Minutes

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



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Minutes – Draft

Date: July 8, 2021
To: NCPA Facilities Committee
From: Carrie Pollo
Subject: July 7, 2021 Facilities Committee Meeting Minutes

- 1. Call Meeting to Order & Roll Call** – The meeting was called to order by Committee Chair Basil Wong (Santa Clara) at 9:05 am. A quorum of the Committee was not established at this time. The informational items were discussed first. Roll call was taken again at 10:25 am. Attending via teleconference and on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Catalina Sanchez and Cliff Wagner (Gridley), Melissa Price (Lodi), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Khaly Nguyen (Port of Oakland), Nick Rossow (Redding), Brian Schinstock (Roseville), and Paulo Apolinario and Steve Hance (Santa Clara). Owen Goldstrom (non-voting representative with TID) also attended via teleconference. Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Lompoc, TID, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

2. Approval of Minutes from June 2, 2021 Facilities Committee Meeting.

Motion: A motion was made by Mark Sorensen and seconded by Basil Wong recommending approval of the June 2, 2021 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 3. Revisions to NCPA's Personnel Policies and Procedures Manual** – Staff presented background information and was seeking a recommendation for Commission approval to add proposed language to the Personnel Policies and Procedures Manual, and delegate authority to the General Manager for implementation.

To ensure compliance with North American Electric Reliability Corporation's (NERC) Critical Infrastructure Protection (CIP) Reliability Standards, NCPA is preparing to meet the CIP Medium Impact definition for certain cyber systems. Standard CIP-004 requires that personnel having

authorized electronic or authorized unescorted physical access to certain critical cyber assets have an appropriate level of personnel risk assessment, training, and security awareness. In order to implement a Personnel Risk Assessment Program and a Cyber Security Training Program, NCPA is proposing to update its personnel policies with a new subsection under Section 402 Classifications, titled "Personnel Risk Assessments and Cyber Security Training."

This subsection would require new employee candidates and current employees who require the aforementioned authorized access, as deemed appropriate by the requirements of their job, to undergo a personnel risk assessment which includes verification of identity, a criminal history reference check for the previous seven years, and a criminal history check every seven years thereafter. If the personnel risk assessment reveals information that warrants disqualification from authorized access, it will result in a personnel risk assessment failure which could lead to the rescinding of an employment offer or termination of active employment. In addition to the personnel risk assessment, applicable employees would be required to successfully complete Cyber Security Training prior to being granted authorized access. After the initial training is completed, additional Cyber Security Training would be required at least once every 15 calendar months.

Motion: A motion was made by Shiva Swaminathan and seconded by Mark Sorensen recommending Commission approval of revisions to NCPA's Personnel Policies and Procedures Manual, and delegate authority to the General Manager for implementation. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

4. **All NCPA Facilities, Members, SCPPA – Gannett Fleming, Inc. MTPSA –** Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Professional Services Agreement with Gannett Fleming, Inc. for consulting services related to dam safety engineering, civil, environmental, geotechnical, and structural engineering, with a not to exceed of \$2,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA currently has an agreement in place with Gannett Fleming, Inc. (formerly Sage Engineers, Inc.), which is expiring in September 2021. Gannett Fleming acquired Sage Engineers mid-way through the current contract. NCPA and NCPA Members have worked with Sage Engineers, now Gannett Fleming, extensively in the past on projects such as grounding studies, protective relays and a variety of other projects. NCPA desires to renew this agreement so established terms and conditions are kept in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with GHD Engineering, GEI Consultants, SEL Engineering, Coffman Engineers, Costa Engineers, Condor Earth Technologies, Brown & Kysar, CBEC Consultants and others. This enabling agreement does not commit NCPA to any expenditure of funds. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Brian Schinstock and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Gannett Fleming, Inc. for engineering consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 5. All NCPA Facilities, Members, SCPPA – Cisco Air Systems, Inc. First Amendment to MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a First Amendment to the current Multi-Task General Services Agreement with Cisco Air Systems, Inc. for specialized OEM air compressor maintenance services, extending the contract expiration date from July 29, 2021 to October 21, 2021, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA entered into a five year Multi-Task General Services Agreement with Cisco Air Systems, Inc. effective July 29, 2016, for an amount not to exceed \$500,000, for use at all NCPA, NCPA Members, SCPPA, and SCPPA Member facilities. NCPA has utilized this vendor for the past five years for air compressor maintenance services at its CT plants, and this vendor has shown themselves to be competent and responsible. The current agreement is set to expire on July 29, 2021. NCPA is currently in the process of negotiating a renewal agreement with this vendor, however, negotiations are taking longer than previously anticipated, so NCPA now desires to enter into a First Amendment to the Multi-Task General Services agreement to extend the agreement expiration date to October 21, 2021, to allow NCPA additional time to negotiate terms of the new agreement. NCPA has an agreement in place for similar services with California Compression, LLC. This enabling agreement does not commit NCPA to any expenditure of funds. A draft Commission Staff Report and draft First Amendment with the original agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Melissa Price and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Cisco Air Systems, Inc. for specialized OEM air compressor maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the agreement expiration from July 29, 2021 to October 21, 2021, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 6. All NCPA Facilities – Airstrike Bird Control, Inc. GSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year General Services Agreement with Airstrike Bird Control, Inc. for bird control related services, with a not to exceed of \$400,000, for use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures.

The CT2/LEC facilities utilized Airstrike Bird Control, Inc. for the abatement of pigeons for the cleanliness of the facility and the health and safety of employees. The initial process was a 9 week program. In order to keep the pigeons away, preventative maintenance measures need to be taken on a monthly basis.

Airstrike has a unique capability utilizing raptors to reduce pest bird (pigeons) populations. Airstrike utilizes trained raptors and licensed raptor handlers to abate the pigeons and keep them from roosting in the area. Other providers use air rifles, traps and mechanical means to remove pest birds. The use of raptors is a more natural and subtle means of controlling pest bird populations. NCPA has been unsuccessful in searching for other contractors that provide the same services within a reasonable distance from the facility. NCPA has also excluded the use of the other contractors due to their processes of using rifles and mechanical means (drones), both of which present a danger to employees and equipment. NCPA does not have any additional agreements in place for similar services at this time. This enabling agreement does not commit

NCPA to any expenditure of funds. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Catalina Sanchez and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a General Services Agreement with Airstrike Bird Control, Inc. for bird control related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$400,000 over five years, for use at any facilities owned and/or operated by NCPA. A vote was taken by roll call: YES = Alameda, Biggs Gridley, Lodi, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 7. All NCPA Facilities - Alliant Insurance Services, Inc. MTCSA –** Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Alliant Insurance Services, Inc., for professional insurance brokerage services with a not to exceed of \$800,000, for use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA engages professional services associated with insurance risk management, risk financing, insurance brokerage, and loss claim advocacy matters. The Agency retains these services in connection with its insurance program which includes property, liability, workers compensation, and directors and officers, insurance programs, etc. The Agency previously used Aon Risk Services to perform these services but the agreement was terminated effective June 30, 2021.

Staff issued a Request for Proposals (RFP) to solicit insurance brokerage firms to provide the above-mentioned services and received 5 responses from the following firms:

- Alliant Insurance Services, Inc.
- Aon Insurance Services
- Marsh USA Inc.
- McGriff Insurance Services
- Willis Towers Watson

All firms had extensive experience in the power industry and excellent qualifications to provide NCPA the desired services for insurance brokering and support. After a thorough evaluation and consultation with other utilities, Alliant Insurance Services, Inc. stood out as the best fit and selection for NCPA with its full-service capability, industry experience, team profile, and competitive service fee. Staff is confident the Alliant team can assist the Agency building upon a new marketing strategy providing options and solutions to maximize results while mitigating risks to our insurance programs.

Motion: A motion was made by Shiva Swaminathan and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager or his designee to enter into a Five-Year Multi-Task Consulting Services Agreement with Alliant Insurance Services, Inc. for professional insurance brokerage services, applicable to all facilities owned and operated by NCPA, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$800,000 over five years. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 8. Authorize NCPA’s General Manager to Execute Confirmation Number 0223 for The Energy Federation, Inc. Services to Alameda Municipal Power, Execute the Corresponding SCPA Task Order, and Issue a Purchase Order Under the Support Services Program –** Subject to

approval by the Alameda Municipal Power Public Utilities Board of the requested services under the terms of the Northern California Power Agency Support Services Program Agreement, staff was seeking a recommendation for Commission approval of Resolution 21-68 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0223 and corresponding Southern California Public Power Authority Task Order, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to The Energy Federation, Inc. for energy efficiency services including an eCommerce marketplace and fulfillment services and downstream rebate processing services. The Confirmation exceeds the General Manager's signing authority which requires Commission approval. Staff anticipates this item will be placed on the July 29, 2021 Commission agenda.

The City of Alameda dba Alameda Municipal Power (AMP) became a signatory to the NCPA Support Services Program Agreement (SSPA) on June 8, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors.

SCPPA entered into a Master Goods and Services Agreement with The Energy Federation, Inc. effective March 18, 2021. In June 2021 AMP submitted a Member Task Request under the SSPA for EFI services to develop, deploy, and operate an eCommerce marketplace and fulfillment services to enable AMP customers the ability to consult, compare, learn, and purchase qualifying energy efficient products; and provide downstream rebate processing services for items not purchased or offered on the marketplace. Per the EFI proposal and AMP Task Request, the cost for the services is not-to-exceed \$264,365.

If approved, Confirmation Number 0223 states that NCPA agrees to provide the requested services through SCPPA's contract with EFI, in the amount of not-to-exceed \$264,365. With the addition of NCPA's administrative fees, the total amount expended under the Confirmation will not exceed \$270,000.

This item will be considered by the AMP Public Utilities Board at its meeting in July 2021, and is subject to that approval.

Motion: A motion was made by Alan Harbottle and seconded by Shiva Swaminathan recommending, subject to approval by the Alameda Municipal Power Public Utilities Board of the requested services under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement, Commission approval of Resolution 21-68 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0223 and corresponding Southern California Public Power Authority (SCPPA) Task Order, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to The Energy Federation, Inc. (EFI) for energy efficiency services including an eCommerce marketplace and fulfillment services and downstream rebate processing services. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

9. BART Admission to GPP – Pursuant to Section 7.2 of the Natural Gas Program Agreement (GPP), staff presented background information and was seeking a recommendation for Commission approval of admission of BART as a new Participant under the GPP, upon BART's execution of the GPP Agreement.

Under the GPP Agreement NCPA can act on behalf of Participants to transact Natural Gas in order to reduce the proportion of their Natural Gas needs that would otherwise have to be obtained in a potentially volatile spot market, thereby assuring greater rate stability for their retail customers. BART has expressed interest in becoming a Participant under the GPP Agreement.

Under Section 7.2 – A Member may execute the GPP Agreement and become a Participant provided that such joinder is approved by the NCPA Commission. Upon joining the GPP, BART will participate in the program pursuant to the terms and conditions of the GPP Agreement

Motion: A motion was made by Brian Schinstock and seconded by Mark Sorensen recommending Commission approval of BART becoming a Participant under the Natural Gas Program Agreement (GPP Agreement) upon BART's execution of the GPP Agreement. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Palo Alto, Plumas-Sierra, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

INFORMATIONAL ITEMS

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

SFWPA (South Feather Hydroelectric) – Final PPA is under development, and almost finalized. Development of Third Phase Agreement for Member subscriptions is almost complete. SFWPA to seek board approval of PPA in August 2021. NCPA to seek final Member subscription, then seek approval of PPA and Third Phase Agreement in August 2021.

Glover Solar – The final PPA is currently under development.

McCloud Solar 1 and McCloud Solar 2 – The PPA is under review by the developer. This project is approximately 136 MW. SVP and Redding are interested in this project.

Swan Lake Energy Storage (New Pump Storage) – Staff reviewed commercial terms and details with Members regarding this new facility expected to be operational in 2026.

11. Combined Integrated Resource Plan 2021 Annual Update – Staff provided notice to the Committee that the 2021 Combined Integrated Resource (IRP) Plan Annual Update was filed with Western, on behalf of the NCPA Pool Members. This document has been published on NCPA Connect, as well as the NCPA public website.

12. NCPA 2022 Plant Outage Schedule – Staff presented an overview of the draft 2022 Plant Outage Schedule to allow Members to review and provide comments.

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

The GEO Plant 2, Unit 2, includes a six-week outage for a major generator overhaul, with two possible options. One option includes scheduling the outage during October and November, while the second option includes scheduling the outage during November and December. Assumptions and opportunity costs were provided to help with an economic approach. Staff is requesting feedback from Members to see which option will work out best for all. Power market prices differ between October and December. RA may be cheaper in December. Collierville Unit 1 & 2 outages overlap for two days. Staff will bring this item back in August for approval.

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

Geo – There were no safety incidents to report for the month of June. Safety training is 62.7% complete. The average net generation for June was 78.4 MW. Fiscal year net generation exceeded the FY 2021 goal of 738.6 GWh by 2.8% at 759.3 GWh. The Plant 1 Fire Protection

Project continues, with Orr Protection processing the Second Phase Agreement. The Plant 1 HVAC Project is delayed due to supply chain issues. The Plant 2 Diesel Tank Replacement Project is under CEC review for engineering.

CTs – June operations was a busy month for the CTs, with zero forecasted starts for both CT1 and CT2. CT1 had 27 actual starts, and 21 ghost starts bringing the FYTD total to 283. CT2 had 25 actual starts this month bringing the FYTD total to 141 starts. There was one forced outage for CT2 fire system. Work was performed on Saturdays for boiler leaks. There were no planned outages for the month of June. The approximate margin for the heat event for CT1 is \$217,538, and for CT2 is \$241,125. Real-Time CT1 Lodi had eight starts dispatched as a loss, \$11,751 bid cost recovery.

- **Hydro** – Collierville is operating at a minimum due to water constraints. Working with SVP for minimum water releases. NSM is currently in a PG&E transmission induced outage that started July 1, 2021 to work on cables that are in a very rugged and hard to access canyon. No estimated time for completion yet. In June 2021 PG&E make a corporate decision to no longer work on non-PG&E equipment in CPUS Tier 2 and Tier 3 wildfire hazard zones. PG&E will not be renewing the O&M Emergency Services Agreement, and will not be able to complete the McKays 17KV fire hardening upgrades. Hydro staff gave a project tour to 20 people associated with Utica Power and Water Authority. The McKays Sediment Removal project issued a RFQ/RFP for environmental regulatory permitting services, including CEQA/NEPA. USFS denied NCPA's Special Use Permit Application for two of the three locations proposed for sediment beneficial reuse. Discussion are ongoing for the third location. SWRCB issued a notice of water unavailability for post-1914 water rights holders and warning of pending water unavailability for pre-1914 and riparian claimants in the Sacramento-San Joaquin Delta Watershed.

14. Planning and Operations Update

Current Resource Integration Activities Include

- Altamont Wind (EBCE) – Achieved COM on July 2, 2021
- SFWPA (Members) – December 19, 2021
- Sky River Wind (BART) – September 1, 2021
- Slate 1 Solar (BART) – October 31, 2021
- Ukiah Mendocino Hydro (Ukiah) – Ongoing
- Antelope Solar (NCPA) – December 1, 2021
- Camp Far West (SVP) – Q4, 2021

Summer 2021 Readiness – Key Areas of Focus

- Business Resiliency
 - Generation Resource Planned Maintenance
 - Fuel Management
- Effective Communications
 - Review and update operational procedures
 - Confirm contacts/test lines of communication
 - Understanding roles and responsibilities (CAISO dispatch orders)
 - Coordinated Load Shedding
- Demand Side Management
 - Coordination of distributed generation/conservation programs
- Situational Awareness
- Financial Management/Liquidity
 - Active tracking of estimated vs. actual costs
 - This will help NCPA identify any shortfalls that may need to be addressed via supplemental invoicing
 - Help identify any need to refine pre-billing process/methodology

- Better predict out-of-market related costs
 - Generally occur when supply/demand conditions are stressed
- Active tracking of CAISO credit positions
 - CAISO credit requirements based on Estimated Aggregate Liability
 - Current outstanding invoice amount
 - Current outstanding published settlement statements
 - Calculation of “Blind Spot” using a combination of average historical information with a 61 day look-back
 - Due to CAISO settlement process change effective January 1, 2021, EAL calculations based on a greater number of CAISO trade dates
 - NCPA actively tracking Member/Customer EAL positions

15. Next Meeting – The next Facilities Committee meeting is scheduled for August 4, 2021.

ADJOURNMENT

The meeting was adjourned at 11:07 am by the Committee Chair.

Teleconference call only due to Covid19

Northern California Power Agency May July 7, 2021 Facilities Committee Meeting Attendance List

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

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

**Northern California Power Agency
July 7, 2021 Facilities Committee Meeting
Attendance List**

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

<u>NAME</u>	<u>AFFILIATION</u>
Carrie Pollo	NCPA
Michelle Schellentrager	NCPA
Tony Zinner	NCPA
Bryanna Bryant	NCPA
Jane Luckhardt	NCPA
JEREMY LAWSON	NCPA
Monty Hawks	NCPA
Randall Kramer	NCPA



Commission Staff Report

COMMISSION MEETING DATE: July 29, 2021

SUBJECT: June 30, 2021 Financial Report (unaudited)

AGENDA CATEGORY: Consent

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

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

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending June 30, 2021.

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the July 29, 2021 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

The report of budget vs. actual costs and the unaudited June 30, 2021 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- June 30, 2021 Financial Report

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

**Schedule of Disbursements
(Unaudited)**

For the Month of June 2021

Operations:

Geothermal	\$ 1,721,539
Hydroelectric	2,199,927
CT#1 Combustion Turbines	167,424
CT#2 STIG	700,243
Lodi Energy Center	8,697,200
NCPA Operating	51,259,082
Total	<u>\$ 64,745,415</u>

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED JUNE 30, 2021

PERCENT OF YEAR ELAPSED 100%

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
<u>GENERATION RESOURCES</u>					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 3,198,759	\$ 20,391,057	\$ 20,872,106	98%	
Debt Service (Net)	2,782,355	33,388,263	33,388,263	100%	
Annual Budget Cost	5,981,114	53,779,320	54,260,369	99%	
Geothermal					
Other Plant Cost	4,190,233	33,602,262	30,610,931	110%	(a)
Debt Service (Net)	412,538	4,950,461	4,950,461	100%	
Annual Budget Cost	4,602,771	38,552,723	35,561,392	108%	
Combustion Turbine No. 1	699,405	6,243,577	7,883,578	79%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	249,922	2,246,048	910,006	247%	(b)
Other Plant Cost	408,461	2,905,631	2,252,911	129%	(b)
Debt Service (Net)	402,180	4,826,162	4,826,162	100%	
Annual Budget Cost	1,060,563	9,977,841	7,989,079	125%	
Lodi Energy Center					
Fuel	6,613,961	38,515,585	32,955,703	111%	(c)
Other Plant Cost	3,759,822	26,192,630	33,571,561	78%	
Debt Service (Net)	2,168,653	26,023,835	26,023,835	100%	
Annual Budget Cost	12,542,436	88,732,050	92,551,099	96%	
Member Resources - Energy	7,833,851	62,620,385	60,055,852	104%	(d)
Member Resources - Natural Gas	256,021	2,673,025	2,442,174	109%	(e)
Western Resources	4,808,136	29,150,589	29,869,636	98%	
Market Power Purchases	3,513,594	36,292,728	27,422,650	132%	(f)
Load Aggregation Costs - CAISO	114,275,588	819,141,713	250,995,102	326%	(g)
Net GHG Obligations	-	1,209,770	-	N/A	
	155,571,479	1,148,373,721	569,030,931	202%	
<u>TRANSMISSION</u>					
Independent System Operator					
Grid Management Charge	744,749	7,576,593	2,674,231	283%	(h)
Wheeling Access Charge	12,032,222	108,297,033	112,666,513	96%	
Ancillary Services	1,054,330	20,280,075	3,750,031	541%	(i)
Other ISO Charges/(Credits)	(1,171,627)	(9,064,155)	935,326	-969%	(j)
	12,659,674	127,089,546	120,026,101	106%	
<u>MANAGEMENT SERVICES</u>					
Legislative & Regulatory					
Legislative Representation	203,300	1,628,446	2,180,121	75%	
Regulatory Representation	79,861	732,745	715,280	102%	
Western Representation	110,188	639,610	716,059	89%	
Customer Programs	38,047	403,577	476,652	85%	
Judicial Action	249,342	877,053	460,000	191%	(k)
Power Management					
System Control & Load Dispatch	720,372	6,370,346	6,765,755	94%	
Forecasting, Planning, Prescheduling & Trading	276,165	2,856,653	2,934,342	97%	
Industry Restructuring & Regulatory Affairs	41,232	408,212	425,152	96%	
Contract Admin, Interconnection Svcs & External Affairs	74,424	951,760	999,897	95%	
Gas Purchase Program	14,948	66,053	81,738	81%	
Market Purchase Project	18,455	96,277	117,239	82%	

Management Services continued on next page

NORTHERN CALIFORNIA POWER AGENCY
 REPORT OF BUDGET VS. ACTUAL COST
 FOR THE PERIOD ENDED JUNE 30, 2021

PERCENT OF
 YEAR ELAPSED
 100%

	This Month	Actual Year To-Date	FY 2021 Budget	% Used	
Energy Risk Management	12,562	200,345	229,845	87%	
Settlements	157,280	730,861	923,646	79%	
Integrated Systems Support	8,404	146,445	266,055	55%	
Participant Pass Through Costs	156,350	1,490,130	1,590,641	94%	
Support Services	96,724	2,033,964	-	N/A	
	2,257,854	19,632,477	18,882,422	104%	
TOTAL ANNUAL BUDGET COST	170,488,807	1,295,095,744	707,939,454	183%	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	15,806,991	124,016,177	105,258,271	118%	(l)
Member Resource ISO Energy Sales	3,653,264	31,808,974	26,421,509	120%	(m)
Member Owned Generation ISO Energy Sales	12,040,639	89,884,130	69,679,260	129%	(n)
Customer Owned Generation ISO Energy Sales	68	98,476	-	N/A	
NCPA Contracts ISO Energy Sales	3,652,491	25,169,518	18,914,977	133%	(o)
Western Resource Energy Sales	3,342,695	24,692,217	17,480,649	141%	(p)
Load Aggregation Energy Sales	55,931,023	388,907,091	-	N/A	(r)
Ancillary Services Sales	1,046,531	9,480,666	3,988,092	238%	(q)
Transmission Sales	9,198	110,376	110,376	100%	
Western Credits, Interest and Other Income	30,914,549	203,674,040	34,901,791	584%	(r)
	126,397,449	897,841,666	276,754,925	324%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 44,091,358	\$ 397,254,078	\$ 431,184,529	92%	

- (a) Increase is due to \$1.2 million cost associated with the Plant 1 Fire System Modernization project, which will be partially offset by construction bond proceeds at year end.
- (b) Increase in costs due to greater than projected MWhs of generation. CT2 is at 898% of budgeted MWhs at 6/30/21. Fuel costs, CAISO charges, and variable costs have increased as a result of increased generation.
- (c) Increase in cost due to higher than anticipated natural gas prices.
- (d) Increase due to higher than anticipated market prices in the latter half of the fiscal year.
- (e) Variance caused by greater than anticipated natural gas prices in the latter half of the fiscal year and BART entrance into the GPP program in June.
- (f) Increase due to higher than anticipated market purchases and price per MWh.
- (g) Increase due to unbudgeted Load Aggregation costs associated with NCPA customers, which are offset, in part, from customers' Load Aggregation Energy Sales (see Third Party Revenue, Load Aggregation Energy Sales) and from customers revenue for any remaining net costs (see note "p" below).
- (h) Increase due to unbudgeted costs related to East Bay Community Energy, San Jose Clean Energy, and Sonoma Clean Power. Additionally, GMC rates are volumetric and charges went above budget with increased load quantities during August heatwave.
- (i) Increase due to unbudgeted costs related to East Bay Community Energy, San Jose Clean Energy, and Sonoma Clean Power. Additionally, during the August heatwave the CAISO faced significant deficiencies in operating reserves (Ancillary Services). This scarcity drove up the cost of Ancillary Services well above typical rates.
- (j) Increase due to unbudgeted revenues related to NCPA Pool and customers, primarily due to CRR revenue and other CAISO settlement credits.
- (k) Increase relates to unbudgeted costs for privileged and confidential legal matters.
- (l) Much of NCPA's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (m) Members' generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (n) Members' generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (o) Increase due to high market prices from August through October.
- (p) Western's generation fleet was called on by CAISO to generate during August through October when prices were extremely high. Prices peaked at nearly \$1000/Mwh during the month of August.
- (q) Increase due to August through October heat events and continued stronger than normal CAISO market. Heat events have an impact on energy prices and costs/revenues as well as Ancillary Services.
- (r) Variance caused by unbudgeted customer revenue and reimbursements for load and transmission costs.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	June 30,	
	2021	2020
ASSETS	(in thousands)	
CURRENT ASSETS		
Cash and cash equivalents	\$ 37,356	\$ 85,585
Investments	34,660	49,547
Accounts receivable		
Participants	50	311
Other	14,132	13,212
Interest receivable	314	494
Inventory and supplies	5,888	5,924
Prepaid expenses	5,031	1,954
TOTAL CURRENT ASSETS	<u>97,431</u>	<u>157,027</u>
RESTRICTED ASSETS		
Cash and cash equivalents	99,852	27,103
Investments	153,169	148,482
Interest receivable	541	543
TOTAL RESTRICTED ASSETS	<u>253,562</u>	<u>176,128</u>
ELECTRIC PLANT		
Electric plant in service	1,497,060	1,493,690
Less: accumulated depreciation	(1,048,071)	(1,018,869)
TOTAL ELECTRIC PLANT	<u>448,989</u>	<u>474,821</u>
OTHER ASSETS		
Regulatory assets	212,049	225,889
Investment in associated company	265	265
TOTAL ASSETS	<u>1,012,296</u>	<u>1,034,130</u>
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	11,854	22,326
Pension and OPEB deferrals	16,936	16,936
Asset retirement obligations	61,882	61,994
TOTAL DEFERRED OUTFLOWS OF RESOURCES	<u>90,672</u>	<u>101,256</u>
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	<u>\$ 1,102,968</u>	<u>\$ 1,135,386</u>

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	June 30,	
	2021	2020
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 59,765	\$ 50,153
Member advances	993	993
Operating reserves	23,067	19,381
Current portion of long-term debt	43,400	40,410
Accrued interest payable	6,148	7,923
TOTAL CURRENT LIABILITIES	<u>133,373</u>	<u>118,860</u>
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	63,003	63,003
Operating reserves and other deposits	143,353	133,747
Interest rate swap liability	16,045	18,968
Asset retirement obligations	68,136	66,629
Long-term debt, net	553,778	600,636
TOTAL NON-CURRENT LIABILITIES	<u>844,315</u>	<u>882,983</u>
TOTAL LIABILITIES	<u>977,688</u>	<u>1,001,843</u>
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	89,705	88,415
Pension and OPEB deferrals	4,737	4,737
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>94,442</u>	<u>93,152</u>
NET POSITION		
Net investment in capital assets	(26,910)	(25,158)
Restricted for debt service	42,402	30,407
Unrestricted	15,346	35,142
TOTAL NET POSITION	<u>30,838</u>	<u>40,391</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	<u>\$ 1,102,968</u>	<u>\$ 1,135,386</u>

COMBINED STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	For the Year Ended June 30,	
	2021	2020
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 399,821	\$ 408,120
Other Third-Party	409,136	196,774
TOTAL OPERATING REVENUES	808,957	604,894
OPERATING EXPENSES		
Purchased power	412,539	224,052
Operations	89,340	71,747
Transmission	185,713	184,747
Depreciation	30,027	30,958
Maintenance	25,700	32,203
Administrative and general	25,555	21,747
TOTAL OPERATING EXPENSES	768,874	565,454
NET OPERATING REVENUES	40,083	39,440
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(29,976)	(39,385)
Interest income	(211)	8,668
Other	7,801	3,388
TOTAL NON OPERATING EXPENSES	(22,386)	(27,329)
FUTURE RECOVERABLE AMOUNTS	(13,572)	2,201
REFUNDS TO PARTICIPANTS	(13,679)	(12,297)
INCREASE (DECREASE) IN NET POSITION	(9,554)	2,015
NET POSITION, Beginning of year	40,392	38,376
NET POSITION, Period ended	\$ 30,838	\$ 40,391

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

June 30, 2021

	GENERATING & TRANSMISSION RESOURCES									Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	\$ 1	\$ -	\$ 1	\$ 1	\$ 141	\$ -	\$ -	\$ 110	\$ 37,102	\$ 37,356
Investments	-	-	-	-	-	-	-	-	34,660	34,660
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	-	-
Other	648	-	-	-	-	-	5,631	238	7,615	14,132
Interest receivable	-	-	-	-	-	-	102	-	212	314
Inventory and supplies	1,514	1,572	332	284	2,186	-	-	-	-	5,888
Prepaid expenses	676	890	71	103	684	-	-	84	2,523	5,031
Due from Agency and other programs*	9,392	(447)	2,661	6,086	19,024	-	20,921	7,090	(64,727)	-
TOTAL CURRENT ASSETS	12,231	2,015	3,065	6,474	22,035	-	26,654	7,522	17,435	97,431
RESTRICTED ASSETS										
Cash and cash equivalents	5,671	42,435	1,244	-	9,644	-	19,002	-	21,856	99,852
Investments	26,996	20,669	2,898	-	21,828	-	19,329	-	61,449	153,169
Interest receivable	116	112	2	-	63	-	-	-	248	541
TOTAL RESTRICTED ASSETS	32,783	63,216	4,144	-	31,535	-	38,331	-	83,553	253,562
ELECTRIC PLANT										
Electric plant in service	574,947	395,293	64,852	36,979	410,194	7,736	-	894	6,165	1,497,060
Less: accumulated depreciation	(546,087)	(290,558)	(54,980)	(35,063)	(109,018)	(7,736)	-	(635)	(3,994)	(1,048,071)
TOTAL ELECTRIC PLANT	28,860	104,735	9,872	1,916	301,176	-	-	259	2,171	448,989
OTHER ASSETS										
Regulatory assets	289	123,609	4,805	-	28,284	-	-	-	55,062	212,049
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	74,163	293,575	21,886	8,390	383,030	-	64,985	7,781	158,486	1,012,296
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	823	10,142	(296)	-	1,185	-	-	-	-	11,854
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	16,936	16,936
Asset retirement obligations	61,530	-	165	-	187	-	-	-	-	61,882
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,353	10,142	(131)	-	1,372	-	-	-	16,936	90,672
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 136,516	\$ 303,717	\$ 21,755	\$ 8,390	\$ 384,402	\$ -	\$ 64,985	\$ 7,781	\$ 175,422	\$ 1,102,968

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

June 30, 2021

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 511	\$ 646	\$ -	\$ 1	\$ 6,059	\$ -	\$ 35,918	\$ 44	\$ 16,586	\$ 59,765
Member advances	791	-	-	-	-	-	-	202	-	993
Operating reserves	2,077	250	617	4,221	15,902	-	-	-	-	23,067
Current portion of long-term debt	4,690	21,750	4,080	-	12,880	-	-	-	-	43,400
Accrued interest payable	136	4,571	339	-	1,102	-	-	-	-	6,148
TOTAL CURRENT LIABILITIES	8,205	27,217	5,036	4,222	35,943	-	35,918	246	16,586	133,373
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	63,003	63,003
Operating reserves and other deposits	1,500	18,896	-	-	141	-	37,433	1,831	83,552	143,353
Interest rate swap liability	-	16,045	-	-	-	-	-	-	-	16,045
Asset retirement obligations	67,784	-	165	-	187	-	-	-	-	68,136
Long-term debt, net	10,815	234,073	15,236	-	293,654	-	-	-	-	553,778
TOTAL NON-CURRENT LIABILITIES	80,099	269,014	15,401	-	293,982	-	37,433	1,831	146,555	844,315
TOTAL LIABILITIES	88,304	296,231	20,437	4,222	329,925	-	73,351	2,077	163,141	977,688
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	41,618	3,925	848	2,151	38,017	-	-	256	2,890	89,705
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	4,737	4,737
TOTAL DEFERRED INFLOWS OF RESOURCES	41,618	3,925	848	2,151	38,017	-	-	256	7,627	94,442
NET POSITION										
Net investment in capital assets	2,027	(25,269)	(5,351)	-	1,683	-	-	-	-	(26,910)
Restricted for debt service	3,964	28,633	3,777	-	6,028	-	-	-	-	42,402
Unrestricted	603	197	2,044	2,017	8,749	-	(8,366)	5,448	4,654	15,346
TOTAL NET POSITION	6,594	3,561	470	2,017	16,460	-	(8,366)	5,448	4,654	30,838
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 136,516	\$ 303,717	\$ 21,755	\$ 8,390	\$ 384,402	\$ -	\$ 64,985	\$ 7,781	\$ 175,422	\$ 1,102,968

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 Year Ended June 30, 2021										
GENERATING & TRANSMISSION RESOURCES										
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
OPERATING REVENUES										
Participants	\$ 3,018	\$ 29,468	\$ 4,471	\$ 4,836	\$ 29,868	\$ -	\$ 305,955	\$ 20,236	\$ 1,969	\$ 399,821
Other Third-Party	34,457	22,925	4,474	4,045	69,021	-	271,492	2,722	-	409,136
TOTAL OPERATING REVENUES	37,475	52,393	8,945	8,881	98,889	-	577,447	22,958	1,969	808,957
OPERATING EXPENSES										
Purchased power	1,041	2,946	402	661	2,152	-	405,337	-	-	412,539
Operations	18,337	4,701	2,894	1,901	48,056	-	2,641	10,810	-	89,340
Transmission	316	241	18	36	879	-	184,218	5	-	185,713
Depreciation	3,647	9,480	2,203	215	14,140	-	-	48	294	30,027
Maintenance	8,308	7,250	861	2,559	6,627	-	-	95	-	25,700
Administrative and general	5,380	4,801	818	955	5,412	-	-	7,634	555	25,555
Intercompany (sales) purchases, net*	(828)	309	69	77	403	-	-	(30)	-	-
TOTAL OPERATING EXPENSES	36,201	29,728	7,265	6,404	77,669	-	592,196	18,562	849	768,874
NET OPERATING REVENUES	1,274	22,665	1,680	2,477	21,220	-	(14,749)	4,396	1,120	40,083
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(539)	(15,420)	(218)	-	(13,799)	-	-	-	-	(29,976)
Interest income	155	13	41	53	165	-	601	63	(1,302)	(211)
Other	1,125	-	1,241	-	3,970	-	1,149	240	76	7,801
TOTAL NON OPERATING (EXPENSES) REVENUES	741	(15,407)	1,064	53	(9,664)	-	1,750	303	(1,226)	(22,386)
FUTURE RECOVERABLE AMOUNTS	(1,791)	(8,730)	(2,461)	74	(664)	-	-	-	-	(13,572)
REFUNDS TO PARTICIPANTS	(1,898)	(1,943)	(214)	129	(92)	-	(5,622)	(4,003)	(36)	(13,679)
INCREASE (DECREASE) IN NET POSITION	(1,674)	(3,415)	69	2,733	10,800	-	(18,621)	696	(142)	(9,554)
NET POSITION, Beginning of year	8,268	6,976	401	(716)	5,660	-	10,255	4,752	4,796	40,392
NET POSITION, Period ended	\$ 6,594	\$ 3,561	\$ 470	\$ 2,017	\$ 16,460	\$ -	\$ (8,366)	\$ 5,448	\$ 4,654	\$ 30,838

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
 AGED ACCOUNTS RECEIVABLE
 June 30, 2021

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 13,885,495
PAST DUE:			
1 - 30	Lodi	Vendor Services	3,280
31 - 60			
61 - 90			
91 - 120			
Over 120 Days	Calpine Geysers	Effluent Adj (Mar'18 - Dec'19)	292,665
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 14,181,440</u>



Commission Staff Report

COMMISSION MEETING DATE: July 29, 2021

SUBJECT: Treasurer's Report for Month Ended June 30, 2021

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for June 30, 2021.

BACKGROUND:

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

Cash – At month end cash totaled \$49,934,486 of which approximately \$8,365 was applicable to Special and Reserve Fund Deposits, \$37,858,717 to Debt Service and \$12,067,404 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 \$275,034,219 at month end. The current market value of the portfolio totaled \$276,172,366.

The overall portfolio had a combined weighted average interest rate of 1.115% with a bond equivalent yield (yield to maturity) of 1.131%. Investments with a maturity greater than one year totaled \$144,643,000. June maturities totaled \$54 million and monthly receipts totaled \$74 million. During the month \$13 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills increased 3 basis points (0.02% to 0.05%) and rates on one-year T-Bills increased 5 basis points (0.04% to 0.09%).

To the best of my knowledge and belief, all securities held by NCPA as of June 30, 2021 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

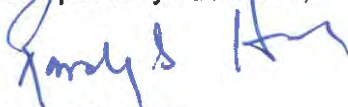
FISCAL IMPACT:

This report has no direct budget impact to NCPA.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment: Treasurer's Report June 30, 2021

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

JUNE 30, 2021

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**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
June 30, 2021**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 2,419,419	\$ 103,423,865	\$ 105,843,284	32.57%
Special Deposits	4,499,901	-	4,499,901	1.38%
Construction	5,148,084	-	5,148,084	1.58%
Debt Service	37,858,717	10,542,939	48,401,656	14.89%
Special & Reserve	8,365	161,067,415	161,075,780	49.57%
	<u>\$ 49,934,486</u>	<u>\$ 275,034,219</u>	<u>\$ 324,968,705</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 276,172,366

NOTE A - Investment amounts shown at book carrying value.

NOTE B - The 5/31/21 total portfolio book value included Oracle Corporation, The Walt Disney Company, and Wells Fargo Company bonds totaling \$4 million downgraded by at least one Nationally Recognized Statistical Rating Organization (NRSRO) subsequent to the original purchase date. The Agency sold those bonds on 6/28/21. See page 6 for Issuer Credit Rating Downgrade Report for additional information.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
June 30, 2021**

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
	NCPA FUNDS						
Operating	\$ 68,044,572	\$ 61,721	\$ 2,947,101	\$ (27,455,160)	\$ (8,277,940)	\$ (35,654,444)	\$ (334,150)
Special Deposits	5,757,253	-	-	(32,277,936)	-	29,694,266	3,173,583
Construction	-	-	4,236,000	-	-	-	4,236,000
Debt Service	-	20	43,295,257	(22,378,031)	(414,481)	5,455,228	25,957,993
Special & Reserve	-	284,612	3,909,150	-	(4,698,712)	504,950	-
	\$ 73,801,825	\$ 346,353	\$ 54,387,508	\$ (82,111,127)	\$ (13,391,133)	\$ -	\$ 33,033,426

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
June 30, 2021**

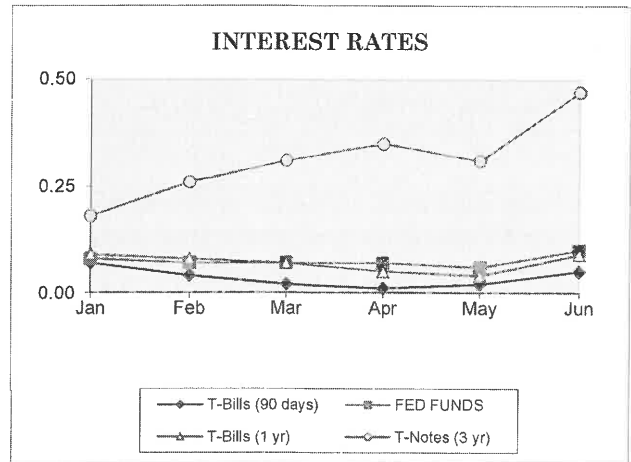
	PURCHASED	SOLD OR MATURED	(NON-CASH)	(NON-CASH)	INVESTMENTS	
			DISC/(PREM) AMORT	GAIN/(LOSS) ON SALE	TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 8,277,940	\$ (2,947,101)	\$ 6,394	\$ 29,221	\$ -	\$ 5,366,454
Special Deposits	-	-	-	-	-	-
Construction	-	(4,236,000)	66	-	-	(4,235,934)
Debt Service	414,481	(43,295,257)	1,173	-	-	(42,879,603)
Special & Reserve	4,698,712	(3,909,150)	(21,375)	79,602	-	847,789
	<u>\$ 13,391,133</u>	<u>\$ (54,387,508)</u>	<u>\$ (13,742)</u>	<u>\$ 108,823</u>	<u>\$ -</u>	<u>\$ (40,901,294)</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(95,081)</u>
Net Change in Investment --Before Non-Cash Activity						<u><u>\$ (40,996,375)</u></u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
June 30, 2021**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	1.115%	1.131%
OPERATING FUNDS:	1.201%	1.131%
PROJECTS:		
Geothermal	1.535%	1.444%
Capital Facilities	0.201%	0.201%
Hydroelectric	1.316%	1.327%
Lodi Energy Center	0.962%	0.811%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	0.10%	0.09%
T-Bills (90da.)	0.05%	0.15%
Agency Disc (90da.)	0.08%	0.13%
T-Bills (1yr.)	0.09%	0.17%
Agency Disc (1yr.)	0.12%	0.18%
T-Notes (3yr.)	0.47%	0.21%



**Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
June 30, 2021**

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 3,856	\$ -	\$ 3,928	\$ 7,675	\$ 57,120	\$ 1,972	\$ 74,551	26.94%
Corporate Bonds (MTN)	-	1,000	1,245	4,450	9,105	57,138	-	72,938	26.36%
Municipal Bonds	-	-	2,055	-	1,000	26,578	585	30,218	10.92%
US Bank Trust Money Market	8,567	-	-	-	-	-	-	8,567	3.10%
Commercial Paper	4,606	-	-	-	-	-	-	4,606	1.67%
Investment Trusts (LAIF)	73,443	-	-	-	-	-	-	73,443	26.54%
Investment Trusts (CAMP)	1	-	-	-	-	-	-	1	0.01%
U.S.Treasury Market Acct. *	3,027	-	-	-	-	-	-	3,027	1.09%
U.S.Treasury Bill/Note	-	7,504	-	387	-	-	-	7,891	2.85%
Certificates of Deposit	10	250	-	-	-	1,250	-	1,510	0.55%
Total Dollars	\$ 89,654	\$12,610	\$3,300	\$8,765	\$17,780	\$142,086	\$2,557	\$ 276,752	100.00%
Total Percents	32.38%	4.56%	1.19%	3.17%	6.42%	51.34%	0.92%	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.

Issuer Credit Rating Downgrade Report

At 5/31/2021, the total portfolio book value included investments in three corporate issuers whose credit ratings were downgraded by at least one Nationally Recognized Statistical Rating Organization (NRSRO) after the original purchase date. All three issuers maintained investment grade credit ratings; however the downgraded ratings were below the Agency's minimum requirement of category A. In accordance with policy, the Agency reviewed the economic outlook for each of the issuers at the time of the downgrades and thereafter at the end of each month. The Treasurer made the determination to hold the issuers' securities and continued to monitor the credit ratings and economic outlook for each of the issuers. The Agency traded out of the remaining bonds of the three issuers during the month of June 2021.

Information related to the downgrades and subsequent bond sales are as follows:

- Oracle Corporation (ORCL) – At 5/31/21, the portfolio included three ORCL corporate notes totaling \$1.5 million with maturity dates in 2023. Moody's Investors Service (Moody's) and S&P Global Ratings (S&P) credit ratings for ORCL at the time of each of the purchases were A1 and A+, respectively. On 3/22/2021, Moody's downgraded their credit rating of ORCL from A3 to Baa2 with a stable outlook, and Fitch Ratings (Fitch) downgraded their credit rating of ORCL from A- to BBB+ with a stable outlook. The rating agencies based their ratings actions on Oracle's plans to issue new debt and use proceeds for general corporate purposes, including share repurchases, payment of dividends and debt repayments. On 6/22/21, S&P downgraded ORCL's credit rating from A to BBB+ with a negative outlook citing the company's aggressive capital-allocation bias toward shareholder returns funded with debt issuance as the reason for the rating action.

The Agency sold the remaining bonds on 6/28/21 and recognized a gain of \$60,600.

- The Walt Disney Company (DIS) – At 5/31/21, the portfolio included three DIS corporate notes totaling \$1.75 million with maturity dates in 2022. Moody's and S&P credit ratings for DIS at the time of each of the purchases were A2 and A, respectively. S&P downgraded their credit rating of DIS from A- to BBB+ with a negative outlook on 11/18/2020 citing the negative impact of the COVID-19 pandemic on the company's theme park and movie studio operations. Fitch maintained their A- rating with a negative outlook, and Moody's maintained their A2 rating with a stable outlook.

The Agency sold the remaining bonds on 6/28/21 and recognized a gain of \$53,200.

- Wells Fargo & Company (WFC) – At 5/31/21, the portfolio included bonds totaling \$0.75 million with a maturity date of 6/7/2025. Moody's and S&P credit ratings for WFC at the time of the purchases were A2 and A-, respectively. S&P downgraded their credit rating of WFC from A- to BBB+ with a stable outlook on 7/22/2020. S&P cited current regulatory issues and pressures on pre-provision earnings during the economic downturn that weakened the banking giant's ability to offset provisions for loan losses as reasons for the downgrade. Moody's maintained their A2 rating with a negative outlook, and Fitch maintained their credit rating of A+ with a negative outlook.

The Agency sold the remaining bonds on 6/28/21 and recognized a loss of \$5,600.

The sale of the downgraded bonds resulted in increased credit quality of the various fund portfolios. The sales also removed the risk of BBB rated holdings being further downgraded. Financially, the sales resulted in a total gain of \$108,000. The Agency will recognize a net benefit of \$30,000 with the new investments when compared to holding the downgraded bonds to maturity.

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
06/30/2021

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	0	0.050		0		1	0.050	0	SYS70101	70101	0
Local Agency Investm	LAIF	29,970,557	0.438		29,970,557		1	0.438	29,970,557	SYS70000	70000	29,970,557
Union Bank of Califo	UBOC	81,608	0.002		81,608		1	0.002	81,608	SYS70014	70014	81,608
US Bank	USB	2,419,419	0.001		2,419,419		1	0.001	2,419,419	SYS70050	70050	2,419,419
US Bank	USB	4,605,725	0.010	08/24/2017	4,605,725		1	0.010	4,605,725	SYS70056	70056	4,605,725
California Asset Mgm	CMP	0	0.080	10/19/2018	0		1	0.080	0	SYS70070	70070	0
US Bank	USB	10,000	0.050	04/07/2021	10,000	07/07/2021	6	0.050	10,000	SYS30325	30325	10,000
Federal Farm Credit	UBOC	2,602,000	1.720	08/28/2017	2,611,784	07/26/2021	25	1.620	2,605,018	3133EHSR5	26465	2,602,174
American Honda Finan	UBOC	1,000,000	1.700	09/20/2018	959,220	09/09/2021	70	3.149	1,002,730	02665WBG5	26669	987,406
Procter & Gamble	UBOC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	220	3.050	1,012,700	742718DY2	26673	985,716
Johnson & Johnson	UBOC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	245	2.982	1,012,200	478160CD4	26671	985,355
TD Ameritrade	UBOC	500,000	2.950	05/15/2018	493,385	04/01/2022	274	3.315	507,990	87236YAE8	26601	498,721
PepsiCo Inc.	UBOC	500,000	2.250	03/21/2018	487,005	05/02/2022	305	2.924	507,785	713448DT2	26557	497,359
Apple Inc.	UBOC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	314	2.329	1,141,861	037833CQ1	26525	1,123,081
American Honda Finan	UBOC	500,000	2.800	06/12/2018	488,550	11/16/2022	503	3.157	516,060	02665WCA7	26614	496,444
Chevron Corp.	UBOC	500,000	2.355	03/21/2018	485,760	12/05/2022	522	3.008	511,990	168764AB6	26555	495,679
Visa Inc.	UBOC	400,000	2.800	08/03/2018	394,552	12/14/2022	531	3.135	413,288	92826CAC6	26647	388,186
Toyota Motor Credit	UBOC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	559	3.315	1,036,150	89236TEL5	26645	991,313
Simon Property Group	UBOC	500,000	2.750	05/15/2018	484,585	02/01/2023	580	3.464	515,180	828807CN5	26603	484,819
Exxon Mobil Corporat	UBOC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	608	3.068	1,035,370	30231GAR3	26648	984,703
John Deere Capital C	UBOC	500,000	2.800	06/12/2018	489,875	03/06/2023	613	3.264	520,990	24422ETG4	26613	496,405
Berkshire Hathaway I	UBOC	500,000	2.750	03/21/2018	492,280	03/15/2023	622	3.086	518,890	084670BR8	26554	497,358
United Parcel Servic	UBOC	500,000	2.500	05/15/2018	483,225	04/01/2023	639	3.248	518,110	911312BK1	26600	483,982
United Parcel Servic	UBOC	500,000	2.500	09/21/2018	483,120	04/01/2023	639	3.308	518,110	911312BK1	26677	483,476
Walmart, Inc.	UBOC	500,000	2.550	07/31/2019	507,870	04/11/2023	649	2.104	518,465	931142DH3	26848	503,787
Bank of NY Mellon Co	UBOC	500,000	3.500	05/15/2018	501,265	04/28/2023	666	3.443	529,045	06406FAG2	26602	500,466
Hershey Company	UBOC	500,000	3.375	06/12/2018	503,125	05/15/2023	683	3.236	526,520	427866AZ1	26615	501,188
Commonwealth of Mass	UBOC	500,000	0.508	07/09/2020	500,000	07/01/2023	730	0.507	502,215	57582RF84	27029	500,000
US Bank	UBOC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	753	3.399	1,059,710	90331HNV1	26846	1,000,000
Microsoft Corp.	UBOC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	768	3.172	1,032,480	594918B06	26672	977,329
JP Morgan	UBOC	500,000	3.675	02/15/2018	514,550	02/01/2024	945	3.561	541,565	46625HJ78	26760	507,576
East Side Union High	UBOC	500,000	0.820	10/29/2020	500,000	08/01/2024	1,127	0.878	500,665	275282PR6	27105	500,000
Federal Farm Credit	UBOC	2,300,000	1.890	09/27/2019	2,300,000	09/27/2024	1,184	1.890	2,308,786	3133EKU20	26888	2,300,000
Toyota Motor Credit	UBOC	1,000,000	2.150	09/27/2019	1,000,000	09/27/2024	1,184	2.323	1,000,470	89236TG2	26887	1,000,000
CA St Dept of Wtr Re	UBOC	600,000	0.560	08/06/2020	600,000	12/01/2024	1,249	0.584	598,812	13067WRB0	27055	600,000
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,306	1.846	534,535	90331HMS9	26847	516,208
Federal National Mtg	UBOC	1,000,000	0.570	07/30/2020	1,000,000	01/29/2025	1,308	0.570	985,010	3136G4E74	27043	1,000,000
Federal National Mtg	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,434	0.710	999,070	3136G4WA7	27009	1,000,000
State of Louisiana	UBOC	260,000	0.697	02/25/2021	260,000	06/15/2025	1,445	0.730	258,523	546466BV2	27178	260,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,455	0.700	497,640	3134GVR26	27015	500,000

Northern California Power Agency
Treasurer's Report

06/30/2021

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,461	0.629	497,010	592112J80	27173	500,000
City of Phoenix AZ	UBOC	500,000	0.959	08/25/2020	500,000	07/01/2025	1,461	0.990	502,685	71884AF20	27058	500,000
Wisconsin Dept Trans	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,461	0.787	499,840	977123X78	27041	500,000
East Side Union High	UBOC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,492	0.992	997,210	275282PS4	27106	1,000,000
Federal Farm Credit	UBOC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,495	0.680	500,030	3133EL2L7	27062	500,000
Federal National Mtg	UBOC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	1,601	0.542	982,290	3135GA4P3	27137	1,004,641
JP Morgan	UBOC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,635	0.825	238,448	48128GY63	27138	250,000
Toyota Motor Credit	UBOC	500,000	0.700	01/11/2021	500,000	01/20/2026	1,664	0.699	489,005	89236THY4	27149	500,000
Federal Home Loan Ba	UBOC	375,000	0.500	02/25/2021	375,000	02/25/2026	1,700	0.500	369,116	3130AKXX9	27179	375,000
Federal Farm Credit	UBOC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,705	0.840	496,770	3133EIMSX9	27196	500,000
Federal Farm Credit	UBOC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	1,712	0.800	1,092,938	3133EIMSU7	27200	1,100,000
United Health Group	UBOC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,779	1.079	499,985	91324PEC2	27230	501,667
Bank of America Corp	UBOC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	1,792	1.250	1,689,528	06048WM31	27225	1,700,000
Fund Total and Average		\$ 71,797,646	1.049		\$ 71,563,316		451	1.143	\$ 72,240,097			\$ 71,747,318

MPP GHG Auction Acct

Local Agency Investm		110,283	0.438		110,283		1	0.438	110,283	SYS70045	70045	110,283
Fund Total and Average		\$ 110,283	0.438		\$ 110,283		1	0.438	\$ 110,283			\$ 110,283

SCPA Balancing Account

Local Agency Investm	LAIF	14,466,760	0.438		14,466,760		1	0.438	14,466,760	SYS70022	70022	14,466,760
Union Bank of Calif	UBOC	48,322	0.002		48,322		1	0.002	48,322	SYS70023	70023	48,322
Microsoft Corp.	UBOC	500,000	2.375	04/03/2018	492,295	02/12/2022	226	2.798	505,730	594918BA1	26574	498,773
TD Ameritrade	UBOC	500,000	2.950	04/03/2018	497,200	04/01/2022	274	3.100	507,990	87236YAE8	26571	499,474
Home Depot Inc.	UBOC	500,000	2.625	04/04/2018	484,290	06/01/2022	335	2.918	510,245	437076B66	26572	498,741
Public Storage	UBOC	500,000	2.370	04/04/2018	483,705	09/15/2022	441	3.161	511,275	74460DAB5	26573	495,583
Visa Inc.	UBOC	250,000	2.800	07/24/2018	246,975	12/14/2022	531	3.096	258,305	92826CAC6	26632	248,999
Intel Corp	UBOC	500,000	2.700	06/22/2018	492,300	12/15/2022	532	3.070	517,525	458140AM2	26625	497,489
Toyota Motor Credit	UBOC	550,000	2.625	05/09/2018	536,294	01/10/2023	568	3.203	569,245	89233P7F7	26598	545,524
Cisco Systems Inc.	UBOC	500,000	2.600	06/22/2018	487,655	02/28/2023	607	3.170	519,220	17276RBE1	26624	495,629
Berkshire Hathaway I	UBOC	500,000	2.750	05/09/2018	490,280	03/15/2023	622	3.185	518,890	084670BR8	26596	496,582
United Parcel Serv	UBOC	500,000	2.500	06/22/2018	484,780	04/01/2023	639	3.191	518,110	911312BK1	26627	494,422
Nike Inc	UBOC	500,000	2.250	05/09/2018	480,350	05/01/2023	669	3.108	515,500	654106AC7	26597	492,763
Simon Property Group	UBOC	500,000	2.750	07/24/2018	484,725	09/01/2023	700	3.438	518,905	828807DD6	26631	493,967
Pfizer Inc	UBOC	500,000	3.000	05/22/2018	496,550	09/15/2023	714	3.150	525,450	717081DH3	26626	498,646
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,120	2.410	500,460	89236TGD1	26831	500,000
Memphis Center City	UBOC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,370	0.600	540,345	586145F74	27113	543,389
State of Wisconsin	UBOC	400,000	0.650	03/17/2021	400,000	05/01/2025	1,400	0.649	398,084	97705MUK9	27202	400,000
Arizona Public Servi	UBOC	239,000	3.150	09/25/2020	263,631	05/15/2025	1,414	0.877	256,626	040555CS1	27073	259,561

Northern California Power Agency
Treasurer's Report

06/30/2021

SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California St Hlth F	UBOC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,431	0.952	500,905	13032UXW6	27110	500,000
City of Baltimore	UBOC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,461	0.932	498,295	058231X39	27125	500,000
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,461	0.610	497,010	592112UB0	27174	500,000
Federal Farm Credit	UBOC	2,045,000	0.530	09/29/2020	2,045,000	08/29/2025	1,551	0.530	2,025,941	3133EMB0	27077	2,045,000
Federal Farm Credit	UBOC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,551	0.530	2,029,828	3133EMB4	27078	2,050,000
Apple Inc.	UBOC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,683	0.699	494,165	037833EB2	27168	500,000
Federal Home Loan Ba	UBOC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,687	0.530	481,730	3130AKWA0	27164	499,759
JP Morgan	UBOC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,692	0.500	919,480	46632FRV9	27171	1,000,000
Federal Home Loan Ba	UBOC	125,000	0.500	02/25/2021	125,000	02/25/2026	1,700	0.500	123,039	3130AKXX9	27180	125,000
Federal Home Loan Ba	UBOC	1,000,000	0.650	02/26/2021	1,000,000	02/26/2026	1,701	0.630	985,930	3130ALB94	27195	1,000,000
Federal Farm Credit	UBOC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,705	0.840	496,770	3133EMSK9	27197	500,000
Federal Farm Credit	UBOC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	1,712	0.800	1,639,407	3133EMSU7	27201	1,650,000
Bank of America Corp	UBOC	500,000	1.200	06/28/2021	500,000	06/25/2026	1,820	1.199	499,125	06048WM64	27227	500,000
Fund Total and Average		\$ 33,824,082	1.011		\$ 33,766,257		707	1.048	\$ 33,908,612			\$ 33,844,402

General Operating Reserve

Local Agency Investm	LAIF	21,623,680	0.438		21,623,680		1	0.438	21,623,680	SYS70000	70002	21,623,680
Union Bank of Califo	UBOC	231,301	0.002		231,301		1	0.002	231,301	SYS70019	70019	231,301
US Bank	USB	0	0.000	07/01/2020	0		1	0.000	0	SYS70051	70051	0
California Asset Mgm	CMP	512	0.050	12/14/2018	512		1	0.050	512	SYS70071	70071	512
NYC Transitional F	UBOC	1,555,000	2.900	04/15/2020	1,593,269	11/01/2021	123	1.285	1,567,735	64971Q7F4	26982	1,563,259
Microsoft Corp.	UBOC	400,000	2.375	04/26/2018	391,480	02/12/2022	226	2.972	404,584	594918BA1	26578	398,622
TD Ameritrade	UBOC	500,000	2.950	04/26/2018	492,950	04/01/2022	274	3.335	507,990	87236YAE8	26582	498,655
Apple Inc.	UBOC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	314	2.329	4,091,632	037833CQ1	26524	4,024,463
Federal Home Loan Ba	UBOC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	344	1.760	3,643,283	313379Q69	26467	3,596,725
PepsiCo Inc.	UBOC	500,000	3.100	04/26/2018	500,310	07/17/2022	381	3.083	512,550	713444CX4	26580	500,077
Visa Inc.	UBOC	500,000	2.800	04/26/2018	492,600	12/14/2022	531	3.145	516,610	92826CAC6	26584	497,680
US Bank, N.A.	UBOC	750,000	2.850	01/30/2019	741,900	01/23/2023	571	3.140	778,043	90331HNL3	26737	746,823
Bank of NY Mellon Co	UBOC	500,000	2.950	04/26/2018	491,790	01/29/2023	577	3.325	519,775	06408RAE7	26575	497,278
Praxair Inc	UBOC	500,000	2.700	04/26/2018	488,350	02/21/2023	600	3.225	516,395	74005PBF0	26581	496,038
Berkshire Hathaway I	UBOC	500,000	2.750	04/26/2018	488,920	03/15/2023	622	3.243	518,890	084670BR8	26576	496,132
United Parcel Servc	UBOC	500,000	2.500	04/26/2018	483,135	04/01/2023	639	3.245	518,110	911312BK1	26583	494,014
Chevron Corp.	UBOC	750,000	2.566	01/30/2019	738,750	05/16/2023	684	2.939	778,275	166764BK5	26740	745,088
Arizona Board of Reg	UBOC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	700	1.387	1,841,245	04048AVN4	26984	1,805,809
Chevron Corp.	UBOC	500,000	3.191	02/07/2019	507,025	06/24/2023	723	2.847	524,960	166676AH3	26755	503,176
Walmart, Inc.	UBOC	500,000	3.400	02/07/2019	510,960	09/26/2023	725	2.864	529,700	931142EK5	26758	504,963
Montgomery Water Wor	UBOC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	792	1.020	2,209,479	613105KV6	26985	2,180,488
Pfizer Inc	UBOC	500,000	3.200	01/30/2019	506,250	09/15/2023	806	2.908	528,405	717081EN9	26738	502,980
Honolulu City and Co	UBOC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	822	1.020	1,837,632	4386705V9	26983	1,813,749
Citibank NA	UBOC	500,000	3.650	02/07/2019	507,490	01/23/2024	936	3.319	537,980	17325FAS7	26756	503,867
JP Morgan	UBOC	500,000	3.875	02/07/2019	515,120	02/01/2024	945	3.535	541,565	46625HJT8	26757	507,838



Northern California Power Agency
Treasurer's Report

06/30/2021

General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	UBOC	440,000	3.375	10/31/2019	462,862	02/05/2024	949	2.093	471,231	91159HHV5	26906	453,920
JP Morgan	UBOC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	1,066	1.356	1,019,720	46847PBQ8	27007	1,004,450
Toyota Motor Credit	UBOC	750,000	2.410	07/25/2019	750,000	07/25/2024	1,120	2.410	750,690	89236TGD1	26841	750,000
East Side Union High	UBOC	565,000	0.820	10/29/2020	565,000	08/01/2024	1,127	0.820	565,751	275282PR6	27107	565,000
Honolulu City and Co	UBOC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	1,127	1.058	1,563,235	439687KT1	26980	1,516,284
California State Uni	UBOC	250,000	0.665	09/17/2020	250,000	11/01/2024	1,219	0.665	249,130	13077DMK5	27072	250,000
JP Morgan	UBOC	1,500,000	2.300	11/27/2019	1,500,000	11/27/2024	1,245	2.386	1,496,640	48128GM49	26912	1,500,000
Federal Home Loan Ba	UBOC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,261	0.830	1,964,116	3130A3GE8	26962	1,937,974
US Bank, N.A.	UBOC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,306	1.846	534,535	90331HMS9	26951	516,208
W.W.Grainger Inc.	UBOC	500,000	1.850	04/30/2020	516,000	02/15/2025	1,325	1.161	517,625	384802AE4	27000	512,095
W.W.Grainger Inc.	UBOC	500,000	1.850	05/21/2020	514,500	02/15/2025	1,325	1.217	517,625	384802AE4	27005	511,096
Memphis Center City	UBOC	500,000	2.848	11/23/2020	550,395	04/01/2025	1,370	0.600	540,345	566145F74	27114	543,389
Tulsa County OK Ind.	UBOC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	1,370	1.038	1,026,550	899559QD3	27006	1,012,726
City of Huntsville A	UBOC	515,000	2.750	11/06/2020	560,351	05/01/2025	1,400	0.750	553,677	447026A56	27112	553,752
Arizona Public Servi	UBOC	264,000	3.150	09/25/2020	291,208	05/15/2025	1,414	0.877	283,470	040555CS1	27074	286,711
Honeywell Internatio	UBOC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	1,431	0.866	1,018,440	438616CB0	27008	1,018,476
County of Jasper IA	UBOC	420,000	2.350	06/11/2020	443,558	06/01/2025	1,431	1.299	436,426	471376FJ7	27011	438,557
Precision Casiparts	UBOC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	1,445	1.033	1,627,545	740189AM7	27017	1,633,637
JP Morgan	UBOC	750,000	1.050	06/23/2020	750,000	06/23/2025	1,453	1.050	733,373	48128GU40	27024	750,000
Federal Home Loan Mt	UBOC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,455	0.700	497,640	3134GVR26	27016	500,000
City of Baltimore	UBOC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,461	0.845	488,295	059231X39	27126	500,000
Wisconsin Dept Trans	UBOC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,461	0.774	489,840	977123X78	27042	500,000
East Side Union High	UBOC	815,000	0.940	10/29/2020	815,000	08/01/2025	1,492	0.940	812,726	275282PS4	27108	815,000
Federal Farm Credit	UBOC	500,000	0.660	08/04/2020	500,000	08/04/2025	1,495	0.680	500,030	3133ELJ27	27053	500,000
Federal National Mitg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,509	0.600	992,060	3136G4G72	27066	1,000,000
Federal National Mitg	UBOC	1,000,000	0.600	08/26/2020	1,000,000	08/26/2025	1,517	0.600	992,870	3136G4X32	27060	1,000,000
Federal Agricultural	UBOC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	1,539	0.570	990,450	31422BV23	27071	1,000,000
Federal Farm Credit	UBOC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	1,551	0.530	1,980,320	3133EMBH4	27079	2,000,000
Federal Farm Credit	UBOC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	1,551	0.530	1,703,970	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	UBOC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	1,551	0.520	984,760	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	UBOC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,579	0.540	493,655	3134GMWZ6	27104	500,000
Bank of America Corp	UBOC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,608	0.798	958,970	06048WK41	27122	1,000,000
Federal Farm Credit	UBOC	500,000	0.650	12/01/2020	500,000	12/01/2025	1,614	0.560	493,570	3133EMJCT	27124	500,000
Guardian Life	UBOC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	1,623	1.060	1,504,070	40139LBC6	27223	1,507,811
JP Morgan	UBOC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,635	0.825	238,448	48128GY63	27139	250,000
Federal National Mitg	UBOC	500,000	0.640	12/30/2020	501,000	12/30/2025	1,643	0.599	495,235	3135G06Q1	27141	500,899
Apple Inc.	UBOC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,683	0.699	494,165	037833EE2	27169	500,000
JP Morgan	UBOC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,692	0.500	919,480	46632FRV9	27172	1,000,000
Charles Schwab Corp	UBOC	630,000	0.900	04/30/2021	625,407	03/11/2026	1,714	1.054	625,124	808513BF1	27220	625,567
Federal Home Loan Ba	UBOC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	1,719	0.841	985,100	3130ALEL4	27203	997,634
Federal Home Loan Ba	UBOC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	1,733	1.010	986,890	3130ALLT1	27213	1,000,000
Oregon State Dept o	UBOC	500,000	1.119	04/27/2021	500,000	04/01/2026	1,735	1.119	501,000	68607V2Q7	27216	500,000

06/30/2021

General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equity Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	UBOC	500,000	0.825	04/21/2021	500,000	04/21/2026	1,755	1.084	500,285	3130ALXR0	27215	500,000
United Health Group	UBOC	550,000	1.150	06/28/2021	551,826	05/15/2026	1,779	1.079	549,984	91324PEC2	27232	551,823
Bank of America Corp	UBOC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	1,792	1.250	1,101,175	06048WM31	27226	1,108,000
Bank of America Corp	UBOC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	1,820	1.199	1,247,813	06048WM64	27228	1,250,000
Fund Total and Average		\$ 82,727,945	1.410		\$ 83,537,874		831	1.154	\$ 83,700,580			\$ 83,304,226
GRAND TOTALS:		\$ 188,459,966	1.201		\$ 188,977,730		664	1.131	\$ 189,959,572.			\$ 189,006,229

*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 06/30/2021

Callable Dates:

Inv #	Issuer	Inv #	Callable Date	Inv #	Callable Date	Inv #	Callable Date
26646	USB	27052	FFCB	27149	TOY	27178	LOUIS
26831	TOY	27053	FFCB	27164	FHLB	27179	FHLB
26841	TOY	27055	CASWTR	27168	APPL	27180	FHLB
26848	WMT	27058	FNMA	27169	APPL	27180	FHLB
26887	TOY	27058	PHOGEN	27171	JPM	27195	FHLB
26888	FFCB	27058	FNMA	27172	JPM	27196	FFCB
26906	USBANK	27071	FAMC	27178	JPM	27197	FFCB
26912	JPM	27072	CASHGR	27179	FHLB	27200	FFCB
26947	USBANK	27077	FFCB	27180	FHLB	27201	FFCB
26951	USBANK	27078	FFCB	27180	FHLB	27202	WIS
26960	FFCB	27079	FFCB	27195	FHLB	27203	FHLB
26982	HON	27080	FFCB	27196	FFCB	27213	FHLB
26983	HON	27081	FFCB	27197	FFCB	27216	FHLB
26984	AZSHGR	27104	FHLB	27200	FFCB	27220	SCHW
27007	JPM	27110	FHLMC	27201	FFCB	27225	BAC
27009	FNMA	27113	CASMED	27202	FFCB	27226	BAC
27011	JAS	27114	MEMGEN	27203	WIS	27227	BAC
27015	FHLMC	27122	MEMGEN	27203	WIS	27228	BAC
27016	FHLMC	27124	BAC	27203	WIS		
27024	JPM	27125	FFCB	27203	WIS		
27029	MAS	27126	BALGEN	27203	WIS		
27041	WISTRN	27137	BALGEN	27203	WIS		
27042	WISTRN	27138	FNMA	27203	WIS		
27043	FNMA	27139	JPM	27203	WIS		
		27141	FNMA	27203	WIS		

Northern California Power Agency
Treasurer's Report

06/30/2021

Geothermal Special 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
Union Bank of Calif	UBOC	5,000	0.002	07/01/2020	5,000		1	0.002	5,000	SYS70015	70015	5,000
Federal National Mig	UBOC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,590	0.460	1,477,254	3135G06G3	27167	1,497,574
Fund Total and Average		\$ 1,500,000	0.498		\$ 1,502,796		1585	0.458	\$ 1,482,254			\$ 1,502,574

Geo Decommissioning Reserve

Local Agency Investm	LAFI	562,483	0.438		562,483		1	0.438	562,483	SYS70027	70027	562,483
Union Bank of Calif	UBOC	92,665	0.002		92,665		1	0.002	92,665	SYS70034	70034	92,665
Ally Bank	UBOC	250,000	3.000	08/30/2018	250,000	08/30/2021	60	3.002	251,235	02007GEO2A	30312	250,000
PNC Bank NA	UBOC	750,000	2.550	03/15/2018	735,450	12/09/2021	161	3.103	756,345	89353REY0	26563	748,290
Apple Inc.	UBOC	861,211	2.300	11/29/2017	860,117	05/11/2022	314	2.329	875,412	037833CQ1	26499	860,999
University of Calif	UBOC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	318	1.080	1,017,790	91412G2T1	27001	1,010,595
Wells Fargo Bank	UBOC	250,000	3.150	08/30/2018	250,000	08/30/2022	425	3.154	258,865	949763TL0A	30311	250,000
Great North Bank	UBOC	250,000	3.050	08/31/2018	250,000	08/31/2022	426	3.051	258,570	39103QAF3A	30310	250,000
Discover Bank	UBOC	250,000	3.150	09/06/2018	250,000	09/06/2022	432	3.152	259,003	254673TM8A	30313	250,000
John Deere Capital C	UBOC	750,000	2.800	03/15/2018	739,748	01/27/2023	575	3.104	779,730	24422ER18	26550	746,688
Bank of NY Mellon Co	UBOC	750,000	2.950	03/15/2018	740,610	01/29/2023	577	3.229	779,663	06406RAE7	26549	746,959
Crook County School	UBOC	355,000	1.563	05/07/2020	356,211	06/15/2023	714	1.450	361,234	227183DH0	27003	355,762
Solano County CCD	UBOC	385,000	5.500	04/09/2020	434,938	08/01/2023	761	1.471	425,013	83412PCN0	26978	416,421
Enerbank USA	UBOC	250,000	3.200	08/30/2018	250,000	08/30/2023	790	3.203	266,015	29278TCP3A	30309	250,000
Citibank NA	UBOC	250,000	3.300	09/07/2018	250,000	09/07/2023	798	3.301	266,705	17312QS34A	30314	250,000
Federal Farm Credit	UBOC	1,590,000	0.875	04/08/2020	1,590,000	04/08/2024	1,012	0.875	1,595,867	3133ELVX9	26976	1,590,000
Toyota Motor Credit	UBOC	500,000	2.410	07/25/2019	500,000	07/25/2024	1,120	2.410	500,460	88236TGD1	26842	500,000
Sacramento Suburban	UBOC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,219	1.846	347,642	78607QAY1	26977	344,231
W W Grainger Inc.	UBOC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,325	1.161	439,981	384802AE4	27002	435,281
California St Hlth F	UBOC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,431	0.952	500,905	13032LXM5	27111	500,000
Federal National Mig	UBOC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,434	0.710	999,070	3136GAWA7	27010	1,000,000
Houston Airport Sys	UBOC	750,000	1.372	10/20/2020	750,000	07/01/2025	1,461	1.372	760,545	442349EM4	27102	750,000
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,461	0.610	497,010	592112UB0	27175	500,000
Federal Farm Credit	UBOC	2,000,000	3.450	07/27/2018	1,999,300	07/23/2025	1,483	3.455	2,002,780	3133EJUT4	26644	1,999,593
East Side Union High	UBOC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,492	0.940	997,210	275282PS4	27109	1,000,000
Federal Home Loan Mt	UBOC	1,000,000	0.540	09/15/2020	1,000,000	09/15/2025	1,537	0.540	988,440	3134GWL38	27070	1,000,000
Federal Farm Credit	UBOC	565,000	0.530	09/29/2020	565,000	09/29/2025	1,551	0.530	559,440	3133EMBH4	27082	565,000
Federal Home Loan Mt	UBOC	1,500,000	0.530	10/15/2020	1,500,000	10/15/2025	1,567	0.530	1,480,500	3134GWN34	27101	1,500,000
Guardian Life	UBOC	505,000	0.875	05/05/2021	500,809	12/10/2025	1,623	1.060	499,708	40139LBC6	27224	500,950
Apple Inc.	UBOC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	1,683	0.700	988,330	037833EE2	27162	1,000,000
Federal Farm Credit	UBOC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,705	0.840	496,770	3133EMSK9	27198	500,000
JP Morgan	UBOC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,764	1.200	492,385	48128G3G3	27218	500,000
Bank of America Corp	UBOC	750,000	1.200	06/28/2021	750,000	06/25/2026	1,820	1.199	746,688	06048WM64	27229	750,000
New York City Genera	UBOC	585,000	2.040	04/30/2021	583,204	03/01/2030	3,165	2.078	592,681	64966QJX6	27219	583,238

Northern California Power Agency
Treasurer's Report

06/30/2021

Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	UBOC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	3,511	1.380	982,910	3130AKX76	27163	1,000,000
Federal Agricultural	UBOC	972,000	1.460	02/18/2021	972,000	02/18/2031	3,519	1.460	965,896	31422XALU5	27177	972,000
Fund Total and Average		\$ 24,478,359	1.695		\$ 24,545,408		1370	1.595	\$ 24,647,946			\$ 24,531,155

Geo 2012A DSR Account

U.S. Treasury	USBT	1,622,000	0.069	09/29/2020	1,621,089	07/15/2021	14	0.071	1,621,968	9127963S6	27096	1,621,956
Fund Total and Average		\$ 1,622,000	0.070		\$ 1,621,089		14	0.071	\$ 1,621,968			\$ 1,621,956
GRAND TOTALS:		\$ 27,600,359	1.535		\$ 27,669,293		1302	1.444	\$ 27,752,168.			\$ 27,655,685

*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 06/30/2021

Callable Dates:

Inv #	26644	FFCB	Anytime starting 7/23/2021
	26842	TOYOTA	Semi-annually starting 7/25/2021
	26976	FFCB	Anytime starting 4/8/2022
	26977	SCRWTR	Anytime
	27001	UNVHGR	Anytime
	27010	FNMA	Quarterly
	27070	FHLMC	Quarterly starting 9/15/2022
	27082	FFCB	Anytime starting 9/29/2021
	27101	FHLMC	Annually starting 10/15/2021
	27111	CASMED	Anytime
	27162	APPL	Anytime starting 1/8/2026
	27163	FHLB	Callable on 8/10/2021
	27177	FAMC	Semi-annually starting 2/18/2022
	27198	FFCB	Anytime
	27218	JPM	Annually starting 4/30/2023
	27219	NYC	Anytime
	27229	BAC	Semi-annually starting 6/25/2022



Northern California Power Agency
Treasurer's Report

Cap Facilities 2019A Debt Svc

06/30/2021

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank Trust	USBT	1,244,186	0.600		1,244,186		1	0.600	1,244,186	SYS79017	79017	1,244,186
U.S. Treasury	USBT	2,041,000	0.025	02/25/2021	2,040,782	07/29/2021	28	0.025	2,040,918	912796CS6	27187	2,040,960
U.S. Treasury	USBT	414,000	0.007	03/26/2021	413,869	07/29/2021	28	0.007	413,983	912796CS6	27209	413,998
Federal Home Loan Ba	USBT	415,000	0.060	01/26/2021	414,872	07/30/2021	29	0.060	414,992	313385J11	27155	414,980
Fund Total and Average		\$ 4,114,186	0.201		\$ 4,113,829		20	0.201	\$ 4,114,079			\$ 4,114,124
GRAND TOTALS:		\$ 4,114,186	0.201		\$ 4,113,829		20	0.201	\$ 4,114,079			\$ 4,114,124

*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 06/30/2021

Northern California Power Agency
Treasurer's Report
06/30/2021

Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm	LAIF	5,017,433	0.438		5,017,433		1	0.438	5,017,433	SYS70028	70028	5,017,433
Union Bank of Califo	UBOC	47,137	0.002		47,137		1	0.002	47,137	SYS70031	70031	47,137
Branch Banking & Tru	UBOC	500,000	2.625	06/13/2018	488,420	01/15/2022	198	3.314	505,520	07330NAQ8	26618	498,261
Exxon Mobil Corporat	UBOC	500,000	2.397	06/13/2018	490,350	03/06/2022	248	2.946	505,660	30231CAU1	26621	498,240
US Bank	UBOC	550,000	3.000	08/10/2018	546,607	03/15/2022	257	3.182	559,543	91159HHC7	26651	549,334
Public Storage	UBOC	500,000	2.370	03/14/2018	485,770	09/15/2022	441	3.051	511,275	74460DAB5	26546	496,190
Visa Inc.	UBOC	500,000	2.800	03/14/2018	494,470	12/14/2022	531	3.051	516,610	92826CAC6	26547	498,309
Toyota Motor Credit	UBOC	500,000	2.700	06/13/2018	489,100	01/11/2023	559	3.215	518,075	89236TEL5	26619	496,362
United Parcel Servic	UBOC	500,000	2.500	06/13/2018	484,900	04/01/2023	639	3.182	518,110	911312BK1	26620	494,495
Colgate-Palmolive Co	UBOC	550,000	2.100	08/09/2018	528,660	05/01/2023	669	2.985	567,193	19416QEC0	26652	541,725
Federal Home Loan Mt	UBOC	500,000	0.375	07/30/2020	500,000	07/28/2023	757	0.411	500,045	3134GWDL7	27045	500,000
Federal Home Loan Mt	UBOC	500,000	0.375	08/03/2020	500,000	08/03/2023	763	0.375	500,070	3134GWJC1	27051	500,000
J Paul Getty Trust	UBOC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	914	0.401	986,250	374288AB4	27161	1,000,000
Nashville Met Gov	UBOC	250,000	1.030	12/17/2020	250,000	08/01/2024	1,127	1.029	251,548	592090GB4	27134	250,000
California Infra & E	UBOC	100,000	0.645	12/17/2020	100,000	10/01/2024	1,188	0.683	99,847	13034AL57	27135	100,000
Walmart, Inc.	UBOC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,263	1.744	532,650	931142DV2	26950	514,927
Bank of NY Mellon Co	UBOC	545,000	1.600	04/30/2021	561,197	04/24/2025	1,393	0.839	559,639	06406RAN7	27221	560,508
Federal Agricultural	UBOC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,418	0.675	501,350	31422BA26	27004	500,000
Nashville Met Gov	UBOC	250,000	1.230	12/17/2020	250,000	08/01/2025	1,492	1.229	251,795	592090GC2	27133	250,000
City of El Paso TX	UBOC	500,000	4.346	12/07/2020	553,420	08/15/2025	1,506	1.950	539,290	28373ATC5	27131	546,964
Federal National Mtg	UBOC	440,000	0.600	08/26/2020	440,000	08/26/2025	1,517	0.600	436,863	3136G4X32	27059	440,000
California Infra & E	UBOC	130,000	0.765	12/17/2020	130,000	10/01/2025	1,553	0.765	129,193	13034AL65	27132	130,000
Bank of America Corp	UBOC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,608	0.798	968,970	06048WK41	27121	1,000,000
Federal National Mtg	UBOC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,623	0.615	495,655	3135G06J7	27136	500,758
JP Morgan	UBOC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,635	0.825	476,895	48128GY53	27140	500,000
Federal National Mtg	UBOC	500,000	0.640	01/06/2021	501,550	12/30/2025	1,643	0.576	495,235	3135G06Q1	27148	501,399
Federal Home Loan Ba	UBOC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,687	0.530	491,730	3130AKWA0	27165	499,769
Federal Home Loan Ba	UBOC	500,000	0.500	02/25/2021	500,000	02/25/2026	1,700	0.500	492,155	3130AKXX9	27181	500,000
Federal Home Loan Ba	UBOC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,755	1.084	500,285	3130ALXR0	27214	500,000
United Health Group	UBOC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,779	1.082	499,985	91324PEC2	27231	501,657
Fund Total and Average		\$ 18,879,570	1.187		\$ 18,882,249		825	1.208	\$ 18,976,006			\$ 18,933,468

Hydro 2012A Rebate Account

U.S. Treasury	USBT	45,000	0.069	09/29/2020	44,975	07/15/2021	14	0.071	44,969	912796356	27097	44,969
Federal Home Loan Mt	USB	689,000	1.875	04/28/2017	691,391	08/09/2021	39	1.790	680,282	3134G93A3	26432	689,059
Fund Total and Average		\$ 734,000	1.764		\$ 736,366		37	1.685	\$ 735,281			\$ 734,068

Northern California Power Agency
Treasurer's Report

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Hydro Special 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
Union Bank of Calif	UBOC	5,000	0.002	07/01/2020	5,000		1	0.002	5,000	SYS70016	70016	5,000
Federal National Mtg	UBOC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,590	0.460	1,477,254	3135G06G3	27166	1,497,574
Fund Total and Average		\$ 1,500,000	0.498		\$ 1,502,796		1585	0.458	\$ 1,482,254			\$ 1,504,574

Hydro 2012 DSRA

U.S. Treasury	USBT	254,000	0.069	09/29/2020	253,857	07/15/2021	14	0.071	253,995	9127963S6	27098	253,993
Federal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	196	2.380	3,976,079	3137EADB2	25852	3,927,905
U.S. Treasury	USBT	387,000	0.030	04/28/2021	386,892	03/24/2022	266	0.030	386,865	912796F38	27217	386,913
Fund Total and Average		\$ 4,569,000	2.048		\$ 4,566,981		192	2.053	\$ 4,816,939			\$ 4,568,811
GRAND TOTALS:		\$ 25,682,570	1.316		\$ 25,688,392		734	1.327	\$ 25,810,480.			\$ 25,738,911

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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 06/30/2021

Callable Dates:

26950	WMT	Anytime starting 10/15/2024
27004	FAMCA	Semi-annually starting 5/19/2022
27045	FHLMC	7/28/2021 only
27051	FHLMC	Quarterly starting 8/03/2021
27059	FNMA	Quarterly starting 8/26/2021
27121	BAC	11/25/2021 only
27131	ELPASO	Callable annually starting 8/15/2023
27132	FCB	Anytime
27135	CASDEV	Anytime
27136	FNMA	Quarterly
27140	JPM	Quarterly starting 12/22/2023
27161	JPGETY	Anytime starting 10/1/2023
27165	FHLB	Anytime starting 8/12/2021
27181	FHLB	2/25/2022 only
27214	FHLB	4/21/2023 only
27221	BK	3/24/2025



Northern California Power Agency
Treasurer's Report

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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* Equity Yield	Market Value	CUSIP	Investment #	Carrying Value
Local Agency Investm		141,282	0.438		141,282		1	0.438	141,282	SYS70046	70046	141,282
Fund Total and Average		\$ 141,282	0.438	\$ 141,282			1	0.438	\$ 141,282			\$ 141,282

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	4,267,704	0.600		4,267,704		1	0.600	4,267,704	SYS79004	79004	4,267,704
Fund Total and Average		\$ 4,267,704	0.600	\$ 4,267,704			1	0.600	\$ 4,267,704			\$ 4,267,704

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	2,161,111	0.600		2,161,111		1	0.600	2,161,111	SYS79012	79012	2,161,111
Fund Total and Average		\$ 2,161,111	0.600	\$ 2,161,111			1	0.600	\$ 2,161,111			\$ 2,161,111

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	508,987	0.600		508,987		1	0.600	508,987	SYS79005	79005	508,987
Federal Home Loan Mt	USB	150,000	1.125	07/28/2017	146,648	08/12/2021	42	1.699	150,188	3137EAC9	26454	149,905
Federal Home Loan Ba	USB	4,100,000	2.125	09/29/2017	4,168,305	06/10/2022	344	1.760	4,178,310	313379Q69	26463	4,113,447
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,705	0.840	4,401,382	3133EMSK9	27199	4,430,000
Fund Total and Average		\$ 9,188,987	1.406	\$ 9,253,941			975	1.252	\$ 9,238,867			\$ 9,202,339

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	804	0.600		804		1	0.600	804	SYS79006	79006	804
U.S. Treasury	USBT	2,369,000	0.069	09/29/2020	2,367,669	07/15/2021	14	0.071	2,368,953	9127963S6	27099	2,368,936
Fund Total and Average		\$ 2,369,804	0.070	\$ 2,368,473			14	0.071	\$ 2,369,757			\$ 2,369,740

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	383,735	0.600	07/01/2020	383,735		1	0.600	383,735	SYS79013	79013	383,735
U.S. Treasury	USBT	759,000	0.069	09/29/2020	758,573	07/15/2021	14	0.071	758,985	9127963S6	27100	758,979
Fund Total and Average		\$ 1,142,735	0.248	\$ 1,142,308			10	0.249	\$ 1,142,720			\$ 1,142,714

LEC O & M Reserve

Local Agency Investm		1,550,653	0.438		1,550,653		1	0.438	1,550,653	SYS70047	70047	1,550,653
Union Bank of Califo	UBOC	96,206	0.002		96,206		1	0.002	96,206	SYS70041	70041	96,206

Northern California Power Agency
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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* Equity Yield	Market Value	CUSIP	Investment #	Carrying Value
Toyota Motor Credit	UBOC	495,000	1.800	02/03/2020	496,895	10/07/2021	98	1.555	497,138	892367GJ8	26953	495,317
Memphis Center City	UBOC	500,000	5.530	04/27/2020	533,880	11/01/2021	123	1.000	508,805	58607ECD4	26866	507,474
US Bank, N.A.	UBOC	595,000	2.650	05/31/2019	598,290	05/23/2022	326	2.456	606,823	90331HPC1	26822	595,988
Federal Home Loan Mt	UBOC	1,000,000	0.375	07/30/2020	1,000,000	07/28/2023	757	0.375	1,000,090	3134GWDL7	27046	1,000,000
Caterpillar Financia	UBOC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,249	1.776	507,129	14912L6G1	26952	487,342
Nashville Met Gov	UBOC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,461	0.610	497,010	58211ZUB0	27176	500,000
Federal National Mtg	UBOC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,489	0.579	985,090	3136G4D75	27047	1,000,816
Federal Farm Credit	UBOC	2,000,000	0.670	08/04/2020	2,000,000	08/04/2025	1,495	0.670	2,000,120	3133EL2S2	27054	2,000,000
Federal National Mtg	UBOC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,509	0.600	992,060	3136G4G72	27057	1,000,000
Federal Farm Credit	UBOC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,551	0.530	742,620	3133EMBH4	27083	750,000
Federal Farm Credit	UBOC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,551	0.530	663,756	3133EMBJ0	27084	670,000
Apple Inc.	UBOC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,683	0.699	494,165	037833EB2	27170	500,000
J.P. Morgan	UBOC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,764	1.200	492,385	48128G3G3	27222	500,000
Fund Total and Average		\$ 11,621,859	1.070		\$ 11,693,593		1057	0.789	\$ 11,634,050			\$ 11,653,796
GRAND TOTALS:		\$ 30,893,482	0.962		\$ 31,028,412		690	0.811	\$ 30,955,491.			\$ 30,938,686

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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 06/30/2021

Callable Dates:

Inv #	Callable Dates
26822	USB Anytime starting 4/22/2022
27046	FHLMC 7/28/2021 only
27047	FHLMC Quarterly starting 7/29/2022
27054	FFCB Anytime
27057	FNMA Quarterly starting 8/18/2022
27083	FFCB Anytime starting 9/29/2021
27084	FFCB Anytime
27170	APPL Anytime starting 1/8/2026
27199	FFCB Anytime
27222	JPM Annually starting 4/30/2023



Commission Staff Report

COMMISSION MEETING DATE: July 29, 2021

SUBJECT: Disposal of Northern California Power Agency Surplus Property

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:		
All Members	<input checked="" type="checkbox"/>	
Alameda Municipal Power	<input type="checkbox"/>	City of Lodi <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 Shasta Lake <input type="checkbox"/>
		City of Ukiah <input type="checkbox"/>
		Plumas-Sierra REC <input type="checkbox"/>
		Port of Oakland <input type="checkbox"/>
		Truckee Donner PUD <input type="checkbox"/>
		Other <input type="checkbox"/>
		<i>If other, please specify</i>

RECOMMENDATION:

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

- Office furniture and miscellaneous desk accessories

BACKGROUND:

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

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

FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Declaration of Surplus
Receipt of disposal



**DECLARATION OF SURPLUS
SUPPLIES, MATERIALS & EQUIPMENT**

Date: 6/10/2021

QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINS)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
				UNIT	TOTAL		
1.	1	Small Bookcase Top is blistered and de-laminated	Poor	0	0		HQ
2.	4	Book Case 84"x36"	Poor	0	0		HQ
3.	6	MISC - Keyboard Trays and parts	Fair	0	0		HQ
4.	12	Plastic Desk Trays	Fair	0	0		HQ
5.	2	Metal Vertical File Trays	Good	0	0		HQ
6.	5	Small Metal "Training" Desks 36x27x30"	Good	0	0		HQ
7.	1	TV - Dispatch - Non-Operational	Poor	0	0		HQ
8.							
9.							

JUSTIFICATION FOR EXCESS/DISPOSAL:

Items have been in storage for several years, primarily replaced with new office furniture or supplies. The items have been offered to NCPA Plant Managers for reuse and local charity organizations. The Plants and Charities did not have an interest in receiving these items. Recommendation is for discard to refuse waste.

PREPARED BY: Jonathan Ashcraft \ Facilities Manager

APPROVED BY: [Signature] ORG. CODE: _____

(ASST. GEN. MANAGER)

AUTHORIZATION TO PROCEED: [Signature] DATE: 6/15/21

(GENERAL MANAGER)

RECOMMENDED DISPOSITION: Discard as Refuse Waste
 NEGOTIATED (Private SALE)
 PUBLIC SALE SEALED BIDS AUCTION
 DISPOSAL: SCRAP/RECYCLE VALUE - NO VALUE-TRASH/JUNK
 DISPOSITION JUSTIFICATION:
 Items were offered to NCPA Plants and local charities who declined in taking them.

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

ORIGINAL TO TREASURER-CONTROLLER

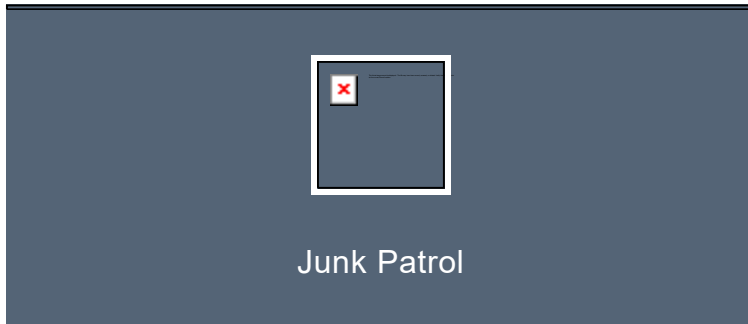
Jonathan Ashcraft

From: Junk Patrol via Square <receipts@messaging.squareup.com>
Sent: Thursday, June 24, 2021 11:12 AM
To: Jonathan Ashcraft
Subject: Receipt from Junk Patrol

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

Now when you shop at sellers who use Square, your receipts will be delivered automatically.

[Not your receipt?](#)



\$480.00

Custom Amount	\$480.00
<hr/>	
Total	\$480.00

Junk Patrol
916-409-6879



Visa 7039 (Chip)
VISA
JONATHAN ASHCRAFT

Jun 24
2021
at
10:31
AM
#fXEG
Auth
code:
083363

AID: A0000000031010
Signature Verified

Return Policy: All services are non refundable.

Please leave us a review! We rely on your feedback!

Square Just Got More Rewarding
Your favorite businesses may send you news and rewards via
Square. [Learn more and update preferences.](#)



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1455 Market Street, Suite 600
San Francisco, CA 94103



Commission Staff Report

COMMISSION MEETING DATE: July 29, 2021

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

AGENDA CATEGORY: Consent

FROM:	Monty Hanks Assistant General Manager/CFO	METHOD OF SELECTION:	N/A
Division:	Administrative Services		
Department:	Human Resources		

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

RECOMMENDATION:

Approve Resolution 21-67 authorizing revisions to NCPA's Personnel Policies and Procedures Manual and delegate authority to the General Manager for implementation.

BACKGROUND:

To ensure compliance with North American Electric Reliability Corporation's (NERC) Critical Infrastructure Protection (CIP) Reliability Standards, NCPA is preparing to meet the CIP Medium Impact definition for certain cyber systems. Standard CIP-004 requires that personnel having authorized electronic or authorized unescorted physical access to certain critical cyber assets have an appropriate level of personnel risk assessment, training, and security awareness. In order to implement a Personnel Risk Assessment Program and a Cyber Security Training Program, NCPA is proposing to update its personnel policies with a new subsection under Section 402 Classifications, titled "Personnel Risk Assessments and Cyber Security Training."

This subsection would require new employee candidates and current employees who require the aforementioned authorized access, as deemed appropriate by the requirements of their job, to undergo a personnel risk assessment which includes verification of identity, a criminal history reference check for the previous seven years, and a criminal history check every seven years thereafter. If the personnel risk assessment reveals information that warrants disqualification from authorized access, it will result in a personnel risk assessment failure which could lead to the rescinding of an employment offer or termination of active employment. In addition to the personnel risk assessment, applicable employees would be required to successfully complete Cyber Security Training prior to being granted authorized access. After the initial training is completed, additional Cyber Security Training would be required at least once every 15 calendar months.

The addition of this proposed policy language, which is shown on the attached document, delegates authority to the General Manager to implement a Personnel Risk Assessment Program and Cyber Security Training Program to ensure that applicable NCPA personnel have the appropriate level of personnel risk assessment, training, and security awareness prior to being granted authorized electronic or unescorted physical access to applicable critical cyber assets. IBEW 1245, Hydroelectric Employees Association, and legal counsel have reviewed and support the proposed revisions.

FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

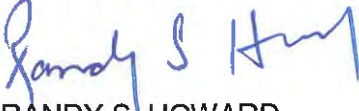
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On July 7, 2021, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 21-67
- NCPA Personnel Policies and Procedures, Section 402 Classifications

RESOLUTION 21-67

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING REVISIONS TO NCPA'S PERSONNEL POLICIES AND
PROCEDURES MANUAL**

(reference Staff Report #189:21)

WHEREAS, the North American Electric Reliability Corporation's (NERC) Critical Infrastructure Protection (CIP) Standard CIP-004 requires that personnel having authorized electronic or authorized unescorted physical access to certain critical cyber assets have an appropriate level of personnel risk assessment, training, and security awareness; and

WHEREAS, NCPA staff have updated its Personnel Policies and Procedures Manual (Manual) to include language which ensures compliance with NERC CIP Reliability Standards; and

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

WHEREAS, the proposed revisions to the Manual have been reviewed by legal counsel; and

WHEREAS, NCPA has obtained both IBEW 1245 and Hydroelectric Employees Association support of the proposed revision to the Manual; and

WHEREAS, the Facilities Committee unanimously recommends approval to ensure compliance with NERC CIP Reliability Standards; 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 approves the revisions to Section 402 of the Agency's Personnel Policies and Procedures Manual.

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

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

DAVID HAGELE
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY

402 Classifications

402.1 Pre-Placement and Annual Physical Examinations

New Employees

The physical requirements of jobs will be determined, and job-related standards will be developed and implemented, by the Agency. New employee candidates for safety-sensitive, high level financial or confidential positions must take and successfully pass a pre-placement medical examination including drug and alcohol screening on the candidate's own time, at Agency expense. If a medical examination results in disqualification, a candidate or employee may submit independent medical opinions (at his/her own expense) for consideration by the Agency before a final determination on disqualification is made.

Regular Employees

Employees may be required to take and successfully pass a fitness for duty examination which may include an alcohol and drug test at the Agency's expense and on Agency time, when the Agency has reasonable cause to believe that the employee's health and/or physical or mental condition may impair the employee's ability to do the assigned work, or pose a risk to the health or safety of others with whom the employee works, or to the public. Drug and alcohol testing of existing employees will be conducted in a manner consistent with the Agency's procedures set forth at P407.7.

If an employee has a disability, recognized under applicable law, the employee should so notify the Agency. For employees who have such disabilities, the Agency will engage in an interactive process to determine whether there is a reasonable accommodation which would enable the disabled employee to perform the essential duties of the job.

If action is proposed which would adversely affect an employee's employment or status as a result of said fitness for duty examination, the employee has the right to obtain a second examination by a physician of his/her choice selected from a panel of two or more physicians provided by the Agency at no cost to the employee. Medical examination records available to the Agency shall be considered prior to the Agency proceeding with any adverse action.

Personnel Risk Assessments and Cyber Security Training

New employee candidates and employees who require authorized electronic or unescorted physical access to Bulk Electric System Cyber System Information (BCSI) or applicable system(s) pertaining to the North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) standards, as deemed appropriate by the requirements of the job, will be subject to a Personnel Risk Assessment (PRA). The PRA process includes, but is not limited to, verification of identity, a criminal history reference check for the previous seven years, and a criminal history reference check every seven years thereafter. If information supplied by the applicable new employee candidate or employee appears to be incorrect or misleading or a criminal history check reveals information that warrants disqualification from authorized access, it will result in a PRA failure. In the event of a PRA failure, the CIP Senior Manager and NCPA Senior Management may

convene a team to determine the appropriate course of action, which could include rescinding an employment offer or terminating active employment. In the event that an impacted employee is represented by the union, the Agency will meet and confer with the appropriate bargaining unit representative.

Prior to granting authorized electronic or unescorted physical access to BCSI or applicable system(s), employees are required to successfully complete Cyber Security Training. Cyber Security Training shall include both the presentation of training content and an assessment of basic understanding of that training content. After the initial training is successfully completed, additional Cyber Security Training shall be completed as needed, but no less than at least once every 15 calendar months.

Annual Physicals

Employees in classes designated by the Human Resources Manager or MOU are subject to annual physical examinations including but not limited to hearing, respirator testing and use, if appropriate.

402.2 Personnel Files

Personnel files are maintained on each employee of the Agency. The personnel files are considered confidential and access is limited to management personnel, including but not limited to, the employee's Supervisor, Manager, Assistant General Manager, General Manager, and Human Resources staff, unless otherwise authorized by law.

Medical records are confidential and are maintained separately from an employee's personnel file. Access to medical records is restricted to the subject employee and Human Resources, medical staff, and management with a "need-to-know" basis, unless otherwise authorized by law.

Current employees may request in writing to inspect and/or receive a copy of their personnel files at reasonable intervals upon thirty (30) days advance notice to the Agency. Current employees may be required to review their personnel files during non-work hours. Former employees may request in writing to inspect and/or receive a copy of their personnel files upon thirty (30) days advance notice to the Agency. Former employees shall be limited to one (1) such request per calendar year. Both current and former employees shall be charged the Agency's standard rate per page for copying of personnel records. Both current and former employees may verbally request an Agency-provided form with which to make their written request to inspect and/or obtain copies of their personnel files.

The Agency may preclude inspection of certain information in accordance with law, such as background and other pre-employment information and materials relating to confidential investigations.

402.3 Reference Checks

Following the Agency's determination that an applicant meets the minimum employment qualifications, as stated in any notice issued for the position for which the applicant applied, and prior to making a job offer, reference, background and in certain cases credit checks must be conducted

either by the hiring Manager or by the Human Resources Department. Prior to conducting these checks, the individual must have signed the Pre-Offer Information Release Authorization (part of the NCPA application form).



Commission Staff Report

COMMISSION MEETING DATE: July 29, 2021

SUBJECT: Authorize Northern California Power Agency’s General Manager to Execute Confirmation Number 0223 for The Energy Federation, Inc. Services to Alameda Municipal Power, Execute the Corresponding Southern California Public Power Authority Task Order, and Issue a Purchase Order Under the Support Services Program

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Under the terms of the Northern California Power Agency (NCPA) Support Services Program Agreement, approve Resolution 21-68 authorizing the NCPA General Manager or his designee to execute Confirmation Number 0223 and corresponding Southern California Public Power Authority (SCPPA) Task Order, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to The Energy Federation, Inc. (EFI) for energy efficiency services including an eCommerce marketplace and fulfillment services and downstream rebate processing services.

BACKGROUND:

NCPA and SCPPA executed a Shared Services Agreement effective August 1, 2015, authorizing among other things, the purchase or acquisition of goods and services by each party or a party's members where provision has been provided in contracts for the other party and its members to avail themselves of goods and services offered under the contract or where either party's bidder or consultant is willing to extend prices to the other party and its members.

The City of Alameda dba Alameda Municipal Power (AMP) became a signatory to the NCPA Support Services Program Agreement (SSPA) on June 8, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors.

SCPPA entered into a Master Goods and Services Agreement with The Energy Federation, Inc. effective March 18, 2021. In June 2021 AMP submitted a Member Task Request under the SSPA for EFI services to develop, deploy, and operate an eCommerce marketplace and fulfillment services to enable AMP customers the ability to consult, compare, learn, and purchase qualifying energy efficient products; and provide downstream rebate processing services for items not purchased or offered on the marketplace. Per the EFI proposal and AMP Task Request, the cost for the services is not-to-exceed \$264,365.

If approved, Confirmation Number 0223 states that NCPA agrees to provide the requested services through SCPPA's contract with EFI, in the amount of not-to-exceed \$264,365. With the addition of NCPA's administrative fees, the total amount expended under the Confirmation will not exceed \$270,000.

On July 19, 2021, the AMP Public Utilities Board approved the Confirmation and Task Order under the Support Services Program Agreement for eCommerce marketplace and rebate processing services provided by The Energy Federation, Inc. through March 17, 2024 for a not-to-exceed amount of \$270,000.

FISCAL IMPACT:

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

SELECTION PROCESS:

AMP will utilize EFI's services through NCPA's Support Services Program and its Shared Services Agreement with SCPPA. AMP has confirmed through submission of its Task Request that it is responsible for satisfying AMP's Purchasing Policies.


ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On July 7, 2021, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 21-68
- Proposed Confirmation Number 0223
- Proposed Task Order Number EFI-NCPA-AMP01

RESOLUTION 21-68

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING THE GENERAL MANAGER TO EXECUTE CONFIRMATION NUMBER 0223 FOR THE ENERGY FEDERATION, INC. SERVICES TO ALAMEDA MUNICIPAL POWER, EXECUTE THE CORRESPONDING SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY TASK ORDER, AND ISSUE A PURCHASE ORDER UNDER THE SUPPORT SERVICES PROGRAM (reference Staff Report #190:21)

WHEREAS, the Northern California Power Agency (NCPA) and Southern California Public Power Authority (SCPPA) executed a Shared Services Agreement effective August 1, 2015, authorizing among other things, the purchase or acquisition of goods and services by each party or a party's members where provision has been provided in contracts for the other party and its members to avail themselves of goods and services offered under the contract or where either party's bidder or consultant is willing to extend prices to the other party and its members; and

WHEREAS, The City of Alameda dba Alameda Municipal Power (AMP) became a signatory to the NCPA Support Services Program Agreement (SSPA) on June 8, 2016, which agreement authorizes among other things, the purchase or acquisition of goods and services by NCPA Members through use of NCPA's agreements with its vendors; and

WHEREAS, SCPPA entered into a Master Goods and Services Agreement with The Energy Federation, Inc. (EFI) effective March 18, 2021; and

WHEREAS, in June 2021, AMP requested services through the SSPA for EFI to develop, deploy, and operate an eCommerce marketplace and fulfillment services to enable AMP customers the ability to consult, compare, learn, and purchase qualifying energy efficient products; and provide downstream rebate processing services for items not purchased or offered on the marketplace. The cost for the services is not-to-exceed \$264,365; and

WHEREAS, Confirmation Number 0223 states that NCPA agrees to provide the requested services through SCPPA's agreement with EFI in an amount not-to-exceed \$265,365. With the addition of NCPA's administrative fees, the total amount expended under Confirmation Number 0223 will not exceed \$270,000; and

WHEREAS, on July 19, 2021, the AMP Public Utilities Board approved the Confirmation and Task Order under the Support Services Program Agreement for eCommerce marketplace and rebate processing services provided by EFI through March 17, 2024, for a not-to-exceed amount of \$270,000; 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, under the terms of the NCPA Support Services Program Agreement, the Commission of the Northern California Power Agency authorizes the NCPA General Manager or his designee to execute Confirmation Number 0223 and corresponding Southern California Public Power Authority Task Order, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to The

Energy Federation, Inc. for energy efficiency services including an eCommerce marketplace and fulfillment services and downstream rebate processing services.

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

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

 DAVID HAGELE
 CHAIR

ATTEST: _____
 CARY A. PADGETT
 ASSISTANT SECRETARY

CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT

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

2. The Participating Member for this Confirmation is the CITY OF ALAMEDA DBA ALAMEDA MUNICIPAL POWER in the total amount of not-to-exceed \$264,365.00 for The Energy Federation, Inc. (EFI) services described in paragraph 3.

3. The Participating Member requests the following described Support Services in the dollar amount specified. NCPA agrees to provide the following Support Services to the Participating Member:

EFI shall provide services to develop, deploy, and operate an eCommerce marketplace and fulfillment services to enable AMP customers the ability to consult, compare, learn, and purchase qualifying energy efficient products for their AMP service address; and EFI will provide downstream rebate processing services for items not purchased or offered on the marketplace. Those services are more fully described in EFI's eCommerce Marketplace Program Statement of Work and Downstream Rebate Program Scope of Work, copies of which are attached hereto as Exhibit "A". The services are anticipated to start in September 2021 and continue through March 17, 2024.

4. The Participating Member agrees to pay for the Support Services in the amount set forth in paragraph 2 above; plus, the administrative fees in the amount not-to-exceed \$5,635.00 (\$685.00 for development of the Confirmation and first month's processing, plus \$165.00 per month for each additional month administrative costs are actually incurred), in accordance with the provisions of the Support Services Program Agreement. The total amount expended under this Confirmation will not exceed \$270,000.00.

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

SIGNATURES ON FOLLOWING PAGE

Date: _____

Date: _____

Participating Member:

CITY OF ALAMEDA DBA
ALAMEDA MUNICIPAL POWER

NORTHERN CALIFORNIA POWER AGENCY

By its Designated Representatives:

By: _____
Randy S. Howard, General Manager

Attest:

Nico Procos, General Manager

Assistant Secretary to Commission

And

Approved as to form:

Alan M. Cohen, AMP General
Counsel

Jane E. Luckhardt, NCPA General Counsel

Alameda Municipal Power
ECOMMERCE MARKETPLACE PROGRAM
STATEMENT OF WORK

EFI shall develop, deploy, and operate an eCommerce marketplace and fulfillment services to support Alameda Municipal Power. The marketplace shall include EFI's standard online marketplace functionality unless otherwise specified. In this document is an overview of the in-scope components. Functionality not referenced in this document shall be considered out of scope.

A. Introduction and Overview

The goal of EFI's eCommerce Marketplace program is to allow eligible customers of Alameda Municipal Power (AMP) to learn about and purchase qualifying energy efficient products through an AMP-branded eCommerce site with AMP incentives incorporated into the purchase price and orders shipped directly to the customer by EFI.

B. Scope of Work

EFI shall create, host, and maintain a secure eCommerce site ("marketplace") to be used by AMP's eligible customers. The marketplace will support current and future versions of the major Web browsers on common operating systems and be mobile responsive, ensuring a positive user experience on computers, tablets, and smart phones.

B.1. EFI shall provide program management support to AMP through an assigned Account Manager.

B.2. The marketplace shall be based on EFI's most recent eCommerce platform, using EFI's "best practices" design, including a hero image furnished by EFI along with featured product content that would be refreshed as needed in conjunction with periodic promotions and campaigns.

B.3. The marketplace shall be designed to feature product categories pre-approved by AMP.

B.4. The marketplace shall incorporate pre-approved AMP branding throughout the site. AMP shall furnish applicable brand guidelines and assets to be presented on the site.

B.5. The marketplace shall provide an "About Us" page on which information about AMP and EFI may be presented. The content about AMP shall be furnished by AMP.

B.6. The marketplace shall present product prices along with other discounts, if/when available. The pre-discount price, supplier and marketplace discounts (if applicable), AMP's

instant rebate (if applicable), and the net customer price for the offered products shall be displayed.

- B.7. The marketplace shall support the use of the account numbers, coupled with the premise zip code, as a validation methodology.
- B.8. The marketplace shall restrict discounts for products based upon agreed upon rules criteria by AMP.
- B.9. The marketplace shall limit the number of times a given account number will be able to be used to establish a marketplace account.
- B.10. The marketplace shall allow the customer to provide the address to which the order shall be shipped, but it shall restrict package delivery to addresses within the zip codes served by AMP.
- B.11. The marketplace shall present clear product descriptions and specifications on the product ordering pages created by EFI, as well as product images, and/or product-related videos available from manufacturers when available.
- B.12. The marketplace shall provide an easy-to-use navigational structure to facilitate customers' abilities to locate and select products.
- B.13. EFI shall be the retailer and thus responsible for payment processing on this marketplace. The marketplace shall allow customers to securely place orders using major credit cards (MasterCard, VISA, Discover, and American Express), PayPal, or a physical check. Other payment options may be added by EFI subsequent to deployment.
- B.14. EFI shall coordinate with AMP to determine the collection and remittance of sales tax.
- B.15. The marketplace shipping schedule shall be \$6.00 flat rate shipping, reviewed and updated annually.
- B.16. The marketplace shall present customers with a means of obtaining assistance relating to purchase-related issues such as product and order status questions by phone, e-mail, or live chat from 8:00 am to 8:00 pm (ET) Monday through Friday. During promotional periods, hours on Saturday from 8:00 am to 5:00 pm may be added. The contact center shall be closed on holidays.
- B.17. The marketplace shall present terms and conditions that the customer must agree to comply with in conjunction with the purchase. Unless otherwise specified, the terms and conditions to be presented during checkout shall include the following:

- Customer agrees to install the ordered products at the address associated with the account premise address.
- Customer agrees that ordered products will not be resold under any circumstances.
- EFI and AMP reserve the right to revise the product offering, product availability, and product pricing at any time.
- Customer agrees to indemnify, hold harmless and release EFI, AMP, and affiliates from any actions or claims in regard to the installation, operation and disposal of equipment (and related materials) covered herein including liability from incidental or consequential damages.
- Customer acknowledges that EFI, AMP, and affiliates do not expressly or implicitly warrant the performance of installed purchased products, and are not liable for any damage caused by the installation of these products or for any damage caused by the malfunction of the installed purchased products.

B.18. Upon successful submission of an order, the EFI marketplace shall send customers a confirmation of their order by email, along with a confirmation when the order has shipped with package tracking information. Logged-in customers who abandon a shopping cart shall be sent a reminder email.

C. Inventory Management & Order Fulfillment

- C.1. EFI shall own and use commercially reasonable efforts to maintain sufficient inventory to support the anticipated needs of the program based on forecasts provided by AMP to EFI on a quarterly basis, or in advance of proactive campaigns with sufficient lead times for EFI to acquire inventory.
- C.2. If a change to the product offering is necessary in advance of scheduled updates (such as a product no longer being manufactured, or the manufacturer no longer being able to fill EFI's purchase orders in a timely way), EFI shall communicate those changes to AMP.
- C.3. Unless otherwise agreed, or if impacted non-forecast spikes in order volume or Acts of God, EFI shall fulfill orders for in-stock individual products (during non-promotional periods) within seven (7) business days, though EFI shall strive to fulfill orders within three (3) business days, or less, whenever possible.
- C.4. EFI shall comply with all applicable laws and regulations relating to marketing, eCommerce, and order fulfillment.

D. Reporting

D.1. EFI shall provide a dashboard reporting portal through which shipped order-related data file will be posted nightly, and subsequently retrieved by AMP. Dashboard documentation shall include versions of the report examples in the appendix, along with order-level data. The data fields that shall be available shall include, but not be limited to:

CUSTOMER FIELDS

Account Number
First Name
Last Name
Company
Address 1
Address 2
City
State
Zip Code
Email Address
Phone Number

ORDER FIELDS

Coupon Code
Order Number
Order Date
Invoice Number
Invoice/Shipping Date
Shipping Address 1
Shipping Address 2
Shipping City
Shipping State
Shipping Zip Code
Product Subtotal
Discount Amount
Sales Tax
Shipping Charge
Net Total

PRODUCT FIELDS

Product Name
EFI Part #
Quantity
Unit Price

Unit Rebate (if applicable)
Extended Price
Extended Rebate (if applicable)
kWh saved
Serial Number (thermostats only)

D.2. EFI shall provide AMP access to a Google Analytics view of marketplace activity.

D.3. EFI shall provide SFTP directory through files may be securely exchanged.

E. Completion and Acceptance Criteria

E.1. Compliance with Statement of Work Specifications to be confirmed

E.2. End-to-end Testing to be confirmed

F. Compensation/Fees

FEES

- One-Time Set-Up: \$10,000.00
- SSO/API integration (optional): \$10,000 / Integration

PROGRAM MANAGEMENT FEES

- Monthly Program Management: \$500.00 / month
- Tableau Reporting License: \$1,000 / User / Year

HOURLY RATES (for out of scope work)

- Customization (Software Developer): \$185.00 / Hour
- IT Business Analyst: \$150.00 / Hour
- Marketing Support (Creative/Design): \$125.00 / Hour
- Program Manager: \$95.00 / Hour
- Contact Center Support: \$72.00 / Hour

PAYMENT TERMS

- Net 30 from invoice date. *terms per Master Goods and Service Agreement between SCPPA and EFI dated 3/18/21.*

Scope of Work: Alameda Municipal Power Downstream Rebate Program

EFI will manage downstream rebate processing for Alameda Municipal Power.

Downstream Rebate Processing

The steps involved in processing post-purchase (“downstream”) customer rebate requests are:

1. AMP customers will submit their rebate requests and supporting documents through an online application portal. EFI’s solution is designed to support rapid development and deployment through the use of a template that allows for targeted branding and light customization of the solution.
2. Complete applications are indexed and queued into EFI’s paperless workflow system as they are received, on a daily basis.
3. Rebate requests are entered into EFI’s internal incentive management system (IMS) and vetted for eligibility.
4. Eligible rebate requests are processed and payment is issued to the customer.

The two most critical guidelines that must be met for a rebate application to be processed and paid are 1) the applicant must be verified as an eligible customer of AMP, and 2) the product or measure for which the rebate is requested must meet eligibility requirements as set forth by the program guidelines.

Verification

EFI verifies customer eligibility against customer files provided by AMP. Ideally, customer files are provided weekly to ensure that the most up to date accounts are available. The customer files are required to have at minimum, customer names, addresses, and utility account numbers. In addition, EFI requires a technical contact and adherence to customer data file forms. As per EFI’s data file setup process, a polling process is set up to look for new customer files on a daily basis.

Qualifying Products

Once customer eligibility has been determined, EFI will confirm the products purchased by applicants qualify for incentive payments. Product eligibility is configured against model attributes in known industry maintained databases (e.g., Energy Star or AHRI) which are uploaded into EFI’s IMS and refreshed on a weekly basis. Data processing staff match models noted on applications and documented on receipts with model numbers in EFI’s systems. Data processing staff do not have the ability to override eligibility or ignore the selections in the IMS.

Business Rules

In addition to customer and measure eligibility, EFI’s IMS is also configured to vet rebate submissions against additional business rules including eligible purchase and postmark dates, required survey questions, purchase limits, and incentive not to exceed values. EFI will provide Program Administrators with a copy of the business rules on an annual basis and whenever they are changed. In addition to the internal system logic, EFI employs data quality control specialists who manage a quality assurance verification process (QA) by checking a percentage of rebate batches input by our

data processing staff and comparing the electronic submission documents with information keyed into the IMS. Any issues that are identified through the QA process will be reviewed with the DP rep and if issues are repetitive, he/she will be provided additional program training before resuming entry on that program. This QA process is applicable to both clean applications and non-compliant applications (NCAs).

Non-Compliant Applications & Denied Rebates

In cases where a customer's rebate submission cannot be processed as submitted because it is missing required information, it becomes a non-compliant application (NCA). EFI will resolve NCAs follows:

1. EFI will perform a quality assurance verification process (QA) on a subset of NCAs prior to initiating formal communications with the customer. QA process is described above.
2. EFI will send an initial NCA communication to customers. This initial communication is in the form of an AMP branded email and outlines the steps necessary for a customer to take in order to resolve their NCA, as well as provides the EFI phone number that customers may call with questions.
3. Customer responses to NCAs are queued into the paperless workflow and rebate requests are updated in EFI's IMS and re-vetted for eligibility as described above.

Rebates that do not qualify are entered into a denied status and reviewed via the same QA process as stated above; EFI will send a communication in the form of an AMP branded email that details the reasons why their submission was denied and provides the EFI phone number that customers may call with questions.

Incentive Issuance & Payment Terms

Under EFI's current processing cycle for downstream rebates, applications are reviewed and entered into IMS within 7 calendar days of receipt. Approved rebates are batched for payment as defined below and payment files are uploaded to EFI's card fulfillment vendor to distribute digital payments. Customers are delivered digital payment choice via a branded email with custom messaging ensuring customers know why they are receiving the rebate. Customers click the link to validate their address and then access funds on a full branded, mobile-optimized site. The program will be configured to show virtual and physical prepaid card options, as well as transfer to debit card for rebate values over \$100. Payment is mailed to customers within 3-5 calendar days once funding is made available through one of the mechanisms as defined below:

EFI Advance

EFI advance funding will adhere to the following process and guidelines:

1. Customer Rebates: EFI to fund at 1 % Cost of Money and pay all incentives where customer payments are made in conjunction with invoicing AMP.
2. Customer Rebate Supporting Documentation: EFI to provide backup data (i.e., an extract file or files) to support rebates paid that coincide with the EFI invoice. EFI and AMP will work together to ensure that EFI has been provided adequate extract mappings and measure codes and any changes to extracts will be provided to EFI with an 8 week

lead time for implementation.

3. Invoice Terms: Invoice Payment terms on correct and approved invoices (with matching data backup) will include a 1% Cost of Money (COM) on rebates paid at Net 30 terms.

Data Tracking & Reporting

Clients rely on the data we provide so that their savings and program goals are tracked accurately. Our systems for delivering incentive fulfillment services and detailed and summary reporting of the energy efficiency programs we administer for our clients have the longest track record in the industry and have consistently met or exceeded the requirements and expectations of our clients. EFI can provide AMP with data extract from our relational database where EFI manages completed and paid rebates. These reports were developed by EFI in conjunction with AMP to meet reporting and invoicing needs. These include:

- Detailed and summary reports and data files accompanying each invoice, tying payment requests to identified transactions. These reports are generated with each closing.
- Detailed and summary reports depicting program activity by product or measure.

These data extract files are available electronically and can be delivered via secure email or SFTP upload. Reports can be supplied in a number of formats (i.e., .csv, .xlsx) allowing for easy data import into AMP's internal systems. Frequencies of report and data exports are dependent on the method employed and are often produced in concert with the bi-monthly closings.

Tableau Client Dashboard & Reporting

EFI's internal processing and database structure is securely linked to our Tableau client-facing online environment, allowing critical data to be surfaced in the form of dashboards, and ad-hoc reports. The ad-hoc reporting tools allow for the extraction of data to formats commonly used for in-house analytics.

Notable features of EFI's web-based reporting platform include:

- **Secure cloud-based access.** Tableau's powerful platform provides fast, accessible information for clients 24 hours a day.
- **Layered access controls.** Rights and privileges can be assigned to multiple entities, such as individual users or groups, and at multiple levels. The number of users and access is limited only by the number of Tableau licenses a client is willing to purchase.
- **Customizable reports and management dashboards.** The user-friendly interface allows the customization of high-level graphical charts and tabular reports with the ability to drill down to individual measure details. Dashboards with key program data allows clients to quickly review personalized metrics and determine program health (progress) at a glance.
- **Program data is updated daily.** Data is refreshed daily, allowing clients to track and monitor progress on a day-to-day, rather than month-to-month basis.

Program Management

Each program is managed by a team of EFI personnel which includes a Program Manager as well as

one or more Program Coordinators. Regular activities covered by Program Management include:

- **Initial program set-up.** The Program Manager will coordinate with AMP program administrators and EFI internal departments to ensure proper configuration of internal systems; finalized business rules, program specific call center and data entry training; billing details (PO#s, contacts, delivery methods); and data extract specifications.
- **On-going program maintenance and Activity Coordination.** The Program Manager will serve as point of contact for client and EFI internal questions related to program operations; responding to and resolving customer escalations and inquiries; and communication with Industry Partners and Implementation/Outreach Contractors.
- **Program development.** The Program Manager will perform regular monitoring of program activity and performance, with ongoing suggestions for program improvements and business rule updates; attend regularly scheduled client meetings.
- **Billing and invoicing.** The Program Management team will create, verify, and distribute program billing reports, extract files, and invoices by program.

Out of scope activities include, but are not limited to:

- Any client change request that involves IT time to develop or would require changes to EFI standard processes.
- Ad hoc reporting requests.
- Customization of reporting outside of the established Tableau offerings.
- Changes to data extract specifications, including changes to measure codes.
- Custom reporting for vendors.

Any out of scope activities will require a scope of work, the anticipated hours, and the estimated costs, with written approval received prior to commencement of work.

Customer Contact Center

EFI has an in-house customer contact center that responds to calls coming in on dedicated toll free lines for incentive programs. A dedicated toll-free number will be provided for the AMP downstream rebate programs for addressing service and rebate related questions. EFI also has integrated a live chat feature on our online rebate platform, which allows customers to instantly chat online with a specialized EFI Customer Service Representative (CSR) during our normal hours of operation.

Our customer contact centers hours of operation are 8 am to 8 pm ET Monday through Friday, and 8am to 5pm ET Saturdays during promotional periods. The department is closed on Sundays and six national holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. EFI's after-hours call center message will clearly state the hours of operation when a customer calls in and the call center is closed and alternative methods for contacting EFI.

EFI's contact center representatives (CSRs) are responsible for follow up associated with applications that are incomplete or where the supporting documentation is ambiguous. This service adds value to the customer experience, helping customers navigate through what can be complicated technical requirements of their incentives. EFI differentiates itself from its competitors in this regard, as this process generally results in increased conversion rates and customer satisfaction.

EFI Phone Systems

EFI uses a phone system with automated call distribution (ACD) functionality to address incoming and outgoing calls. The ACD ensures that all incoming calls are responded to promptly, and in the order in which they are received. It also has the ability to identify where the incoming call is from, so that the CSR can provide a customized greeting for each program with dedicated lines. EFI's ACD also allows for skills-based routing to ensure more complex program calls are routed to the best-qualified CSR available. Call prioritization escalation is also available based on wait time or other systems based criteria.

Call Monitoring, Supervision, and Quality Assurance

EFI regularly monitors representative and customer interactions to ensure service quality. Calls taken by CSRs are recorded for the purpose of quality control and employee development. EFI continually monitors and records CSR and customer interactions to ensure service quality. For the purpose of quality control and employee development, we do the following:

- The recorded call is stored in a secure spot on the network where the call can be retrieved later for evaluation and coaching purposes;
- The call center supervisor assesses a certain number of random recordings of each CSR's calls on a weekly basis;
- The supervisor records the specific details of the assessment using custom built call monitoring software;
- The supervisor sits with CSRs regularly to review the recorded calls and provide feedback for improvement / development.

In conjunction with scoring the CSRs using a call monitoring assessment form, weekly call statistics are posted to assure department metrics are being met. EFI's standard call center key performance indicators (KPIs) are to have 70 percent of all calls answered in less than 30 seconds. Our call abandon rate for calls of 20 seconds or more duration is less than 3% (the 20 seconds eliminates hang ups attributable to customers hearing the program message greeting and recognizing they have called the wrong number). EFI to provide monthly call volume as well as reporting on call reason codes during the quarterly meetings with AMP.

Pricing

Initial Set-up and Implementation

\$20,000, covering 110 hours of development and configuration work.

On-going Support

Quarterly Program Fee: This fee is to be inclusive of all aspects of running the Alameda Municipal Power downstream rebate programs (i.e., data entry, incentive issuance, postage, customer calls, emails, eligibility confirmation, program reporting, database management, personnel training, and all management and administrative work).

\$7,500 per quarter for up to 150 rebate submissions received, with rebates in excess of 150 billed at \$10.50 per submission. In quarters where 150 rebate submissions have been exceeded, invoices will include the absolute quantity of rebates submissions above 150, as well as the associated dollar amount.

Digital Discount: If Alameda Municipal Power were to opt into a 100% digital program (i.e., all submissions received through the online portal only, and all rebate payments made via daVinci Payment's digital Paywall solution), the Quarterly Program Fee will be reduced to \$6,000 per quarter.

Cost-of-Money (optional): 1% for EFI Float models of rebate funding.

Tableau Dashboard and Reporting Licenses: \$1,000 per user per year.

Program Updates & Modifications: Regular maintenance and support of EFI's rebate processing systems is included in the quarterly management fee; however, program updates and modifications are charged on a time and materials basis at the Hourly Out-of-Scope Rates as defined below.

Program updates and modifications include, but are not limited to:

- Any change request that involves IT time to develop or would require changes to EFI standard processes;
- Ad hoc reporting requests;
- Changes to data extract specifications, including changes to measure codes;
- Program changes, including changes to incentive values, addition, or removal of measures, and changes to survey questions; and,
- Custom reporting for vendors.

Given the size and scope of the AMP Rebate Program, updates are estimated at 20 hours annually.

Hourly Out-of-Scope Rates

For work not defined as in-scope for each SCPA implementation, the following hourly pricing rates prevail:

- Program Management \$95.00 per hour, 2% annual increase
- Marketing Services \$125.00 per hour, 2% annual increase
- IT Business Analyst \$150.00 per hour, 2% annual increase
- IT Software Developer \$185.00 per hour, 2% annual increase

TASK ORDER No.: EFI-NCPA-AMP01

Date: 9/1/2021

Project Description: The Energy Federation, Inc. eCommerce Marketplace and Rebate Processing Services

Sponsor: Northern California Power Agency (NCPA)

Participating NCPA Member: City of Alameda dba Alameda Municipal Power (AMP)

Contractor: The Energy Federation, Inc. (“EFI”)

Contractor, SCPPA and NCPA, on behalf of the Participating NCPA Member (“Participating Member”) identified above, agree that Contractor shall provide the Services specified herein pursuant to the terms and conditions of the Master Goods and Services Agreement Between Southern California Public Power Authority and The Energy Federation, Inc. (“Agreement”) dated March 18, 2021, except as specifically modified herein.

SCPPA and NCPA executed a Shared Services Agreement effective August 1, 2015, authorizing among other things, the purchase or acquisition of goods and services by each Party or a Party’s Members where provision has been provided in contracts for the other Party and its Members to avail themselves of goods and services offered under the contract or where either Party’s bidder or Contractor is willing to extend prices to the other Party and its Members.

Scope of Services

Contractor will provide its eCommerce Marketplace Program services including a platform and fulfillment center which enables AMP customers the ability to consult, compare, learn, and purchase qualifying energy efficient products for their AMP service address; and provide Downstream Rebate Processing Program management services for items not purchased or offered on the Marketplace. These services are more fully described in EFI’s Ecommerce Marketplace Program Statement of Work and Downstream Rebate Program Scope of work, copies of which are attached hereto as Exhibit “A”.

Compensation and Schedule

The total cost for the requested Services under this Task Order **shall not exceed \$264,365,000**, which shall include all fees, costs, reimbursables, and expenses, in accordance with Contractor’s Pricing included in Exhibit “A.” This dollar amount is not a guarantee that the full amount will be paid to Contractor, but is merely a limit of potential expenditures under this Task Order.

The services requested by this Task Order shall be performed starting in approximately September 2021 and continue through March 17, 2024 based on the Purchase Order issued by NCPA to EFI.

Changes/Amendments to Agreement

In accordance with Section 4 of the Agreement, entitled “Changes/Amendments,” the Agreement between SPCPA and EFI is hereby amended and/or restated for purposes of this Task Order only as follows:

- a. The following WHEREAS clause is added to the Agreement:

WHEREAS, in addition to the SPCPA members, the Northern California Power Agency (“NCPA”) and its member agencies, from time to time, have a similar need for services, and where NCPA and its member agencies participate in this Agreement the term Member shall apply to each in the same manner as it applies to any SPCPA member; and

- b. The definition of “Participating Member” set forth in Section 1, entitled “Work to be Provided”, is amended as follows: A Member, or NCPA or a NCPA member agency, who participates in any Task Order shall be referred herein as the “Participating Member.”

- c. Section 5 of the Agreement, entitled “Payment,” is hereby amended and restated for purposes of this Task Order only to read in full as follows:

5. Payment: NCPA shall pay Contractor directly for Services provided to Alameda Municipal Power under this Task Order in accordance with the terms and payment schedule contained in the applicable Task Order. Contractor shall submit invoices not more often than once a month during the term of this Task Order based on the cost for services performed and reimbursable expenses 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 Work;
- At NCPA’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; and
- At NCPA’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

NCPA shall make payments to Contractor, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. NCPA shall have sixty (60) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

Representatives of Sponsor and Participating Member:

Sponsor Representative

Randy S. Howard, General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
Telephone: 916-781-3636

Linda Stone, Support Services Program Coordinator
Linda.stone@ncpa.com
Telephone: 916-781-4248

Participating Member Representative:

Heather Heinbaugh
City of Alameda dba Alameda Municipal Power
heinbaugh@alamedamp.com
Telephone: 510-748-3946

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Task Order effective as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

MARY BETH MARTIN
General Counsel

THE ENERGY FEDERATION, INC.

By: _____
PAUL DANEHY
Chief Executive Officer

Sponsor's Acknowledgement and Agreement

By signing this Task Order, NCPA agrees that it is responsible for payment to Contractor for all fees and expenses invoiced by Contractor in accordance with Section 5, above, and will be responsible for all payment obligations incurred in connection with the work performed at the direction of or on behalf of Participating Member (City of Alameda dba Alameda Municipal Power). Sponsor agrees to indemnify, defend and hold SCPPA and all SCPPA Members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participating NCPA Member.

NORTHERN CALIFORNIA POWER AGENCY

By: _____
RANDY S. HOWARD
General Manager

Approved as to form:

JANE E. LUCKHARDT, NCPA General Counsel

Participating Member's Acknowledgment and Agreement

Participating NCPA Member, Alameda Municipal Power, agrees to indemnify, defend and hold harmless SCPPA, all other members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees, incurred by SCPPA in connection with the work performed for the benefit of, or on behalf of, Participating Member pursuant to the Agreement, except for the gross negligence or willful misconduct of SCPPA or such other SCPPA members, and their officers, agents, representatives or employees.

CITY OF ALAMEDA DBA ALAMEDA MUNICIPAL POWER

NICO PROCOS, General Manager

Approved as to form:

ALAN M. COHEN, AMP General Counsel

Alameda Municipal Power
ECOMMERCE MARKETPLACE PROGRAM
STATEMENT OF WORK

EFI shall develop, deploy, and operate an eCommerce marketplace and fulfillment services to support Alameda Municipal Power. The marketplace shall include EFI's standard online marketplace functionality unless otherwise specified. In this document is an overview of the in-scope components. Functionality not referenced in this document shall be considered out of scope.

A. Introduction and Overview

The goal of EFI's eCommerce Marketplace program is to allow eligible customers of Alameda Municipal Power (AMP) to learn about and purchase qualifying energy efficient products through an AMP-branded eCommerce site with AMP incentives incorporated into the purchase price and orders shipped directly to the customer by EFI.

B. Scope of Work

EFI shall create, host, and maintain a secure eCommerce site ("marketplace") to be used by AMP's eligible customers. The marketplace will support current and future versions of the major Web browsers on common operating systems and be mobile responsive, ensuring a positive user experience on computers, tablets, and smart phones.

B.1. EFI shall provide program management support to AMP through an assigned Account Manager.

B.2. The marketplace shall be based on EFI's most recent eCommerce platform, using EFI's "best practices" design, including a hero image furnished by EFI along with featured product content that would be refreshed as needed in conjunction with periodic promotions and campaigns.

B.3. The marketplace shall be designed to feature product categories pre-approved by AMP.

B.4. The marketplace shall incorporate pre-approved AMP branding throughout the site. AMP shall furnish applicable brand guidelines and assets to be presented on the site.

B.5. The marketplace shall provide an "About Us" page on which information about AMP and EFI may be presented. The content about AMP shall be furnished by AMP.

B.6. The marketplace shall present product prices along with other discounts, if/when available. The pre-discount price, supplier and marketplace discounts (if applicable), AMP's

instant rebate (if applicable), and the net customer price for the offered products shall be displayed.

- B.7. The marketplace shall support the use of the account numbers, coupled with the premise zip code, as a validation methodology.
- B.8. The marketplace shall restrict discounts for products based upon agreed upon rules criteria by AMP.
- B.9. The marketplace shall limit the number of times a given account number will be able to be used to establish a marketplace account.
- B.10. The marketplace shall allow the customer to provide the address to which the order shall be shipped, but it shall restrict package delivery to addresses within the zip codes served by AMP.
- B.11. The marketplace shall present clear product descriptions and specifications on the product ordering pages created by EFI, as well as product images, and/or product-related videos available from manufacturers when available.
- B.12. The marketplace shall provide an easy-to-use navigational structure to facilitate customers' abilities to locate and select products.
- B.13. EFI shall be the retailer and thus responsible for payment processing on this marketplace. The marketplace shall allow customers to securely place orders using major credit cards (MasterCard, VISA, Discover, and American Express), PayPal, or a physical check. Other payment options may be added by EFI subsequent to deployment.
- B.14. EFI shall coordinate with AMP to determine the collection and remittance of sales tax.
- B.15. The marketplace shipping schedule shall be \$6.00 flat rate shipping, reviewed and updated annually.
- B.16. The marketplace shall present customers with a means of obtaining assistance relating to purchase-related issues such as product and order status questions by phone, e-mail, or live chat from 8:00 am to 8:00 pm (ET) Monday through Friday. During promotional periods, hours on Saturday from 8:00 am to 5:00 pm may be added. The contact center shall be closed on holidays.
- B.17. The marketplace shall present terms and conditions that the customer must agree to comply with in conjunction with the purchase. Unless otherwise specified, the terms and conditions to be presented during checkout shall include the following:

- Customer agrees to install the ordered products at the address associated with the account premise address.
- Customer agrees that ordered products will not be resold under any circumstances.
- EFI and AMP reserve the right to revise the product offering, product availability, and product pricing at any time.
- Customer agrees to indemnify, hold harmless and release EFI, AMP, and affiliates from any actions or claims in regard to the installation, operation and disposal of equipment (and related materials) covered herein including liability from incidental or consequential damages.
- Customer acknowledges that EFI, AMP, and affiliates do not expressly or implicitly warrant the performance of installed purchased products, and are not liable for any damage caused by the installation of these products or for any damage caused by the malfunction of the installed purchased products.

B.18. Upon successful submission of an order, the EFI marketplace shall send customers a confirmation of their order by email, along with a confirmation when the order has shipped with package tracking information. Logged-in customers who abandon a shopping cart shall be sent a reminder email.

C. Inventory Management & Order Fulfillment

- C.1. EFI shall own and use commercially reasonable efforts to maintain sufficient inventory to support the anticipated needs of the program based on forecasts provided by AMP to EFI on a quarterly basis, or in advance of proactive campaigns with sufficient lead times for EFI to acquire inventory.
- C.2. If a change to the product offering is necessary in advance of scheduled updates (such as a product no longer being manufactured, or the manufacturer no longer being able to fill EFI's purchase orders in a timely way), EFI shall communicate those changes to AMP.
- C.3. Unless otherwise agreed, or if impacted non-forecast spikes in order volume or Acts of God, EFI shall fulfill orders for in-stock individual products (during non-promotional periods) within seven (7) business days, though EFI shall strive to fulfill orders within three (3) business days, or less, whenever possible.
- C.4. EFI shall comply with all applicable laws and regulations relating to marketing, eCommerce, and order fulfillment.

D. Reporting

D.1. EFI shall provide a dashboard reporting portal through which shipped order-related data file will be posted nightly, and subsequently retrieved by AMP. Dashboard documentation shall include versions of the report examples in the appendix, along with order-level data. The data fields that shall be available shall include, but not be limited to:

CUSTOMER FIELDS

Account Number
First Name
Last Name
Company
Address 1
Address 2
City
State
Zip Code
Email Address
Phone Number

ORDER FIELDS

Coupon Code
Order Number
Order Date
Invoice Number
Invoice/Shipping Date
Shipping Address 1
Shipping Address 2
Shipping City
Shipping State
Shipping Zip Code
Product Subtotal
Discount Amount
Sales Tax
Shipping Charge
Net Total

PRODUCT FIELDS

Product Name
EFI Part #
Quantity
Unit Price

Unit Rebate (if applicable)
Extended Price
Extended Rebate (if applicable)
kWh saved
Serial Number (thermostats only)

D.2. EFI shall provide AMP access to a Google Analytics view of marketplace activity.

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Non-Compliant Applications & Denied Rebates

In cases where a customer's rebate submission cannot be processed as submitted because it is missing required information, it becomes a non-compliant application (NCA). EFI will resolve NCAs follows:

1. EFI will perform a quality assurance verification process (QA) on a subset of NCAs prior to initiating formal communications with the customer. QA process is described above.
2. EFI will send an initial NCA communication to customers. This initial communication is in the form of an AMP branded email and outlines the steps necessary for a customer to take in order to resolve their NCA, as well as provides the EFI phone number that customers may call with questions.
3. Customer responses to NCAs are queued into the paperless workflow and rebate requests are updated in EFI's IMS and re-vetted for eligibility as described above.

Rebates that do not qualify are entered into a denied status and reviewed via the same QA process as stated above; EFI will send a communication in the form of an AMP branded email that details the reasons why their submission was denied and provides the EFI phone number that customers may call with questions.

Incentive Issuance & Payment Terms

Under EFI's current processing cycle for downstream rebates, applications are reviewed and entered into IMS within 7 calendar days of receipt. Approved rebates are batched for payment as defined below and payment files are uploaded to EFI's card fulfillment vendor to distribute digital payments. Customers are delivered digital payment choice via a branded email with custom messaging ensuring customers know why they are receiving the rebate. Customers click the link to validate their address and then access funds on a full branded, mobile-optimized site. The program will be configured to show virtual and physical prepaid card options, as well as transfer to debit card for rebate values over \$100. Payment is mailed to customers within 3-5 calendar days once funding is made available through one of the mechanisms as defined below:

EFI Advance

EFI advance funding will adhere to the following process and guidelines:

1. Customer Rebates: EFI to fund at 1 % Cost of Money and pay all incentives where customer payments are made in conjunction with invoicing AMP.
2. Customer Rebate Supporting Documentation: EFI to provide backup data (i.e., an extract file or files) to support rebates paid that coincide with the EFI invoice. EFI and AMP will work together to ensure that EFI has been provided adequate extract mappings and measure codes and any changes to extracts will be provided to EFI with an 8 week

lead time for implementation.

3. Invoice Terms: Invoice Payment terms on correct and approved invoices (with matching data backup) will include a 1% Cost of Money (COM) on rebates paid at Net 30 terms.

Data Tracking & Reporting

Clients rely on the data we provide so that their savings and program goals are tracked accurately. Our systems for delivering incentive fulfillment services and detailed and summary reporting of the energy efficiency programs we administer for our clients have the longest track record in the industry and have consistently met or exceeded the requirements and expectations of our clients. EFI can provide AMP with data extract from our relational database where EFI manages completed and paid rebates. These reports were developed by EFI in conjunction with AMP to meet reporting and invoicing needs. These include:

- Detailed and summary reports and data files accompanying each invoice, tying payment requests to identified transactions. These reports are generated with each closing.
- Detailed and summary reports depicting program activity by product or measure.

These data extract files are available electronically and can be delivered via secure email or SFTP upload. Reports can be supplied in a number of formats (i.e., .csv, .xlsx) allowing for easy data import into AMP's internal systems. Frequencies of report and data exports are dependent on the method employed and are often produced in concert with the bi-monthly closings.

Tableau Client Dashboard & Reporting

EFI's internal processing and database structure is securely linked to our Tableau client-facing online environment, allowing critical data to be surfaced in the form of dashboards, and ad-hoc reports. The ad-hoc reporting tools allow for the extraction of data to formats commonly used for in-house analytics.

Notable features of EFI's web-based reporting platform include:

- **Secure cloud-based access.** Tableau's powerful platform provides fast, accessible information for clients 24 hours a day.
- **Layered access controls.** Rights and privileges can be assigned to multiple entities, such as individual users or groups, and at multiple levels. The number of users and access is limited only by the number of Tableau licenses a client is willing to purchase.
- **Customizable reports and management dashboards.** The user-friendly interface allows the customization of high-level graphical charts and tabular reports with the ability to drill down to individual measure details. Dashboards with key program data allows clients to quickly review personalized metrics and determine program health (progress) at a glance.
- **Program data is updated daily.** Data is refreshed daily, allowing clients to track and monitor progress on a day-to-day, rather than month-to-month basis.

Program Management

Each program is managed by a team of EFI personnel which includes a Program Manager as well as

one or more Program Coordinators. Regular activities covered by Program Management include:

- **Initial program set-up.** The Program Manager will coordinate with AMP program administrators and EFI internal departments to ensure proper configuration of internal systems; finalized business rules, program specific call center and data entry training; billing details (PO#s, contacts, delivery methods); and data extract specifications.
- **On-going program maintenance and Activity Coordination.** The Program Manager will serve as point of contact for client and EFI internal questions related to program operations; responding to and resolving customer escalations and inquiries; and communication with Industry Partners and Implementation/Outreach Contractors.
- **Program development.** The Program Manager will perform regular monitoring of program activity and performance, with ongoing suggestions for program improvements and business rule updates; attend regularly scheduled client meetings.
- **Billing and invoicing.** The Program Management team will create, verify, and distribute program billing reports, extract files, and invoices by program.

Out of scope activities include, but are not limited to:

- Any client change request that involves IT time to develop or would require changes to EFI standard processes.
- Ad hoc reporting requests.
- Customization of reporting outside of the established Tableau offerings.
- Changes to data extract specifications, including changes to measure codes.
- Custom reporting for vendors.

Any out of scope activities will require a scope of work, the anticipated hours, and the estimated costs, with written approval received prior to commencement of work.

Customer Contact Center

EFI has an in-house customer contact center that responds to calls coming in on dedicated toll free lines for incentive programs. A dedicated toll-free number will be provided for the AMP downstream rebate programs for addressing service and rebate related questions. EFI also has integrated a live chat feature on our online rebate platform, which allows customers to instantly chat online with a specialized EFI Customer Service Representative (CSR) during our normal hours of operation.

Our customer contact centers hours of operation are 8 am to 8 pm ET Monday through Friday, and 8am to 5pm ET Saturdays during promotional periods. The department is closed on Sundays and six national holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. EFI's after-hours call center message will clearly state the hours of operation when a customer calls in and the call center is closed and alternative methods for contacting EFI.

EFI's contact center representatives (CSRs) are responsible for follow up associated with applications that are incomplete or where the supporting documentation is ambiguous. This service adds value to the customer experience, helping customers navigate through what can be complicated technical requirements of their incentives. EFI differentiates itself from its competitors in this regard, as this process generally results in increased conversion rates and customer satisfaction.

EFI Phone Systems

EFI uses a phone system with automated call distribution (ACD) functionality to address incoming and outgoing calls. The ACD ensures that all incoming calls are responded to promptly, and in the order in which they are received. It also has the ability to identify where the incoming call is from, so that the CSR can provide a customized greeting for each program with dedicated lines. EFI's ACD also allows for skills-based routing to ensure more complex program calls are routed to the best-qualified CSR available. Call prioritization escalation is also available based on wait time or other systems based criteria.

Call Monitoring, Supervision, and Quality Assurance

EFI regularly monitors representative and customer interactions to ensure service quality. Calls taken by CSRs are recorded for the purpose of quality control and employee development. EFI continually monitors and records CSR and customer interactions to ensure service quality. For the purpose of quality control and employee development, we do the following:

- The recorded call is stored in a secure spot on the network where the call can be retrieved later for evaluation and coaching purposes;
- The call center supervisor assesses a certain number of random recordings of each CSR's calls on a weekly basis;
- The supervisor records the specific details of the assessment using custom built call monitoring software;
- The supervisor sits with CSRs regularly to review the recorded calls and provide feedback for improvement / development.

In conjunction with scoring the CSRs using a call monitoring assessment form, weekly call statistics are posted to assure department metrics are being met. EFI's standard call center key performance indicators (KPIs) are to have 70 percent of all calls answered in less than 30 seconds. Our call abandon rate for calls of 20 seconds or more duration is less than 3% (the 20 seconds eliminates hang ups attributable to customers hearing the program message greeting and recognizing they have called the wrong number). EFI to provide monthly call volume as well as reporting on call reason codes during the quarterly meetings with AMP.

Pricing

Initial Set-up and Implementation

\$20,000, covering 110 hours of development and configuration work.

On-going Support

Quarterly Program Fee: This fee is to be inclusive of all aspects of running the Alameda Municipal Power downstream rebate programs (i.e., data entry, incentive issuance, postage, customer calls, emails, eligibility confirmation, program reporting, database management, personnel training, and all management and administrative work).

\$7,500 per quarter for up to 150 rebate submissions received, with rebates in excess of 150 billed at \$10.50 per submission. In quarters where 150 rebate submissions have been exceeded, invoices will include the absolute quantity of rebates submissions above 150, as well as the associated dollar amount.

Digital Discount: If Alameda Municipal Power were to opt into a 100% digital program (i.e., all submissions received through the online portal only, and all rebate payments made via daVinci Payment's digital Paywall solution), the Quarterly Program Fee will be reduced to \$6,000 per quarter.

Cost-of-Money (optional): 1% for EFI Float models of rebate funding.

Tableau Dashboard and Reporting Licenses: \$1,000 per user per year.

Program Updates & Modifications: Regular maintenance and support of EFI's rebate processing systems is included in the quarterly management fee; however, program updates and modifications are charged on a time and materials basis at the Hourly Out-of-Scope Rates as defined below.

Program updates and modifications include, but are not limited to:

- Any change request that involves IT time to develop or would require changes to EFI standard processes;
- Ad hoc reporting requests;
- Changes to data extract specifications, including changes to measure codes;
- Program changes, including changes to incentive values, addition, or removal of measures, and changes to survey questions; and,
- Custom reporting for vendors.

Given the size and scope of the AMP Rebate Program, updates are estimated at 20 hours annually.

Hourly Out-of-Scope Rates

For work not defined as in-scope for each SCPA implementation, the following hourly pricing rates prevail:

- Program Management \$95.00 per hour, 2% annual increase
- Marketing Services \$125.00 per hour, 2% annual increase
- IT Business Analyst \$150.00 per hour, 2% annual increase
- IT Software Developer \$185.00 per hour, 2% annual increase



Commission Staff Report

COMMISSION MEETING DATE: July 29, 2021

SUBJECT: Central Coast Energy Services, Inc. – Five Year Multi-Task Consulting Services Agreement for income verification services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, Southern California Public Power Authority (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"/>	
Alameda Municipal Power	<input type="checkbox"/>	
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	
City of Biggs	<input type="checkbox"/>	
City of Gridley	<input type="checkbox"/>	
City of Healdsburg	<input type="checkbox"/>	
City of Lodi	<input type="checkbox"/>	
City of Lompoc	<input type="checkbox"/>	
City of Palo Alto	<input type="checkbox"/>	
City of Redding	<input type="checkbox"/>	
City of Roseville	<input type="checkbox"/>	
City of Santa Clara	<input type="checkbox"/>	
City of Shasta Lake	<input type="checkbox"/>	
City of Ukiah	<input type="checkbox"/>	
Plumas-Sierra REC	<input type="checkbox"/>	
Port of Oakland	<input type="checkbox"/>	
Truckee Donner PUD	<input type="checkbox"/>	
Other	<input type="checkbox"/>	
<i>If other, please specify</i>		

RECOMMENDATION:

Approve Resolution 21-69 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Central Coast Energy Services for income verification 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 by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Participants in NCPA's Customer Programs Working Groups requested assistance in contracting for income verification and recertification services for financial assistance programs and other income-qualified customer programs. The request was made in response to an increasing emphasis on equity-focused programs, and continued need for programs to provide COVID-19 support and relief.

NCPA issued a Request for Proposal (RFP) LR2102 on April 22, 2021, to solicit proposals from qualified consultants providing income verification services. Central Coast Energy Services, Inc. was selected as the successful bidder based on its experience and proposal. NCPA does not have any agreements in place for similar services with additional vendors at this time.

FISCAL IMPACT:

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

SELECTION PROCESS:

One vendor was selected as a result of an RFP process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website April 22, 2021, to May 27, 2021. A total of two responses were received and evaluated based on: 1. Quality and completeness of proposal; 2. Knowledge, experience and skills to provide the requested services; 3. Experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4. Competitive rates for the requested services; 5. Demonstrated strong project management; 6. Customer references. The selection process was completed by NCPA along with the City of Lodi, City of Palo Alto, and Silicon Valley Power.

This enabling agreement does not commit NCPA to any expenditure of funds. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

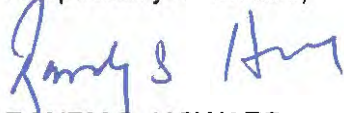
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Legislative & Regulatory Affairs Committee review and approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 21-69
- Multi-Task Consulting Services Agreement with Central Coast Energy Services, Inc.

RESOLUTION 21-69

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

(reference Staff Report #191:21)

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

WHEREAS, Central Coast Energy Services, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Consulting Services Agreement with Central Coast Energy Services, Inc., to provide such services as needed by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, the vendor was selected as a result of a request for proposal process in accordance with NCPA’s procurement policies and procedures; and

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

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

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

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



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

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Central Coast Energy Services, a corporation with its office located at 135 Aviation Way, Suite #7, Watsonville, CA 95076 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2021 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.3 Professional Liability Insurance. Not applicable.

4.4 All Policies Requirements.

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** 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 Personal Information, Limited Information and Records Created as Part of Consultant's Performance.

- 9.1.1 Personal Information. "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal Information does not include deidentified information, such that information cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular consumer.
- 9.1.2 Collection of Customer Personal Information. Agency does not have, will not obtain and will never receive or have access to any customer Personal Information. Agency Member or SCPPA Member will provide customer leads, consisting of the account number, contact name and contact information. Consultant may obtain referrals or leads from other sources but in no instance shall that source be Agency. Consultant shall obtain additional (beyond any leads provided by Agency Members or SCPPA Members) customer Personal Information to complete the Services including but not limited to income verification and vulnerable household member Personal Information from customers.
- 9.1.3 Storage of Customer Personal Information. Consultant shall securely maintain all Personal Information consistent with industry standards for entities in similar businesses including maintaining cyber security controls and shall employ data protections as described in the Proposal under the heading Data Security as follows:

Data Security

ServTraq© software uses Microsoft Azure, a cloud computing service created by Microsoft and is hosted on a virtual server. Azure provides standard industry cyber security controls by default and by enhanced user options. The most recent security update to ServTraq© incorporated additional protections provided by Azure Defender to identify and mitigate potential database vulnerabilities and detect irregularities.

Front-end access to ServTraq© is limited to CCES employees with unique user credentials. Data access is regulated by user roles and access levels. A Two-Factor authentication is also established for all VPN connections.¹

- 9.1.4 Limited Information: Limited Information is defined as a subset of Personal Information collected by Consultant that will be provided to the requesting Agency Member or SCPPA Member regarding customers of the Agency Member or SCPPA Member and will be fully described on the Agency Member or SCPPA Member individual proposal from Consultant (the "Member Proposal"). All reports, data, studies, specifications, records, files, or any other documents or materials containing the Limited Information requested by an Agency Member or SCPPA Member under the Member Proposal and only such information pertaining to that Agency Member's or SCPPA Member's customer data, 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 Member or SCPPA Member upon whose behalf the Consultant collected the Limited Information. Consultant hereby agrees to deliver those documents to the Agency Member or SCPPA Member upon termination of the Agreement. Agency and Consultant agree that, unless approved by the Agency Member or SCPPA Member upon whose behalf the Consultant collected the Personal Information in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.1.5 Program Reporting. As part of the Services Consultant shall provide reporting and reports as described in the program design and any additional Limited Information as provided in the Member Proposal with any Agency Member or SCPPA Member directly to that Agency Member or SCPPA Member. Agency will only receive deidentified and/or aggregated information and shall not receive or have any rights to receive, review or obtain Personal Information or Limited Information that contains Personal Information.
- 9.1.6 ServTraq© Software. Agency acknowledges nothing in this Agreement gives Agency any rights to ServTraq©, Consultant's intellectual property or any Consultant proprietary software.
- 9.1.7 Notification of Unauthorized Disclosure or Use. Consultant shall promptly notify Agency and any Agency Member or SCPPA Member whose customers' Personal Information has been compromised of any unauthorized disclosure or use of the Personal Information.

¹ Central Coast Energy Services, Inc., Income Verification and Recertification Services Proposal, Northern California Power Agency Financial Rate Assistance Programs.

- 9.1.8 Use of Personal Information. Personal Information may be used by Consultant solely in connection with performing the Services required under this Agreement.
- 9.1.9 Accuracy of personal Information. Neither Party shall be responsible for the accuracy of the Personal Information provided by the Consumer. The Parties acknowledge that, except as may be set forth in a definitive, written agreement, neither Party nor any of its directors, officers, employees, affiliates, advisors, or elected or appointed officials shall have been deemed to make, or shall be responsible for, any representations or warranties, express or implied, with respect to the accuracy or completeness of the Personal Information supplied under this Agreement.

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

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

9.4 Confidential Information and Disclosure.

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

9.4.2 Non-Disclosure of Confidential Information. During the term of this Agreement, either party may disclose ("The Disclosing Party") confidential

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in

addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

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

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

Central Coast Energy Services, Inc.
Dennis Osmer, President
PO Box 2707
Watsonville, CA 95077

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide Services to an Agency member, SCCPA and/or a SCPPA member (collectively for the purposes of this section only "Member") pursuant to section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.
- 10.16 Remedies.** The Parties acknowledge that all Personal Information is valuable and unique, and that damages may be an inadequate remedy for breach of privacy laws or this Agreement. Accordingly, the Parties agree that in the event of a violation of this Agreement involving the potential disclosure, disclosure or improper use of Personal Information by either Party, a restraining order and/or injunction may be issued against the violating Party, without the necessity of proving damages or posting any bond, in addition to any other remedy or damages the non-violating Party may have at law or in equity.

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

NORTHERN CALIFORNIA POWER AGENCY

CENTRAL COAST ENERGY SERVICES

Date _____

Date _____

RANDY S. HOWARD

DENNIS OSMER, PRESIDENT

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF SERVICES

Central Coast Energy Services (“Consultant”) shall provide income verification and recertification services for financial rate assistance programs and other income-qualified customer programs, as requested by the Northern California Power Agency (“Agency”), its Members, Southern California Public Power Authority (“SCPPA”), or SCPPA Members.

The Consultant will provide the following general services, to be customized as needed by the requesting entity:

1. Initial Setup and Program Design
2. Marketing & Outreach
3. Application Intake
4. Eligibility Determination
5. Application Data Entry
6. Award/Denial Notice, Referral to other Programs
7. Direct Pay, Account Credit, or Rate Reduction Enrollment
8. Contractor Reporting, Data Exchange

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Initial setup and Program Design costs are as follows, and may be customized based on the needs of the requesting Member.

Activity	Description	Unit Price	Qty	Not to exceed
Program Development Collaboration Meeting(s)	Participate in contractor meetings to collaborate in the development of the program structure, review and analyze program guidelines and documentation.	\$140/hr	10	\$1,400
Application Development and Deployment	Develop functionality in ServTraq® to track program applications, integrate reporting templates, and validate data entry according to the program requirements.	\$140/hr	80	\$11,200
Staff and Local Partner Training	Provide staff and local partner training on Program guidelines, customer referrals, application processing and data entry.	\$140/hr	10	\$1,400
			Total	\$14,000

Ongoing program implementation costs are as follows:

Activity	Description	Unit Price
Marketing & Outreach	Conduct Marketing & Outreach activities targeting eligible applicants in the NCPA/Member Services Area. Develop tailored program information collateral.	\$5 per lead
Application Eligibility Determination	Review program applications and documentation received to determine program eligibility in accordance with program requirements. Data entry complete applications in ServTraq® for tracking and reporting. Issue application status notifications to applicants.	\$30 per complete application

Application Reverification	Collect a new application, most recent income documents, most recent energy statements and other program documentation as required by the Member. Enter a new application and track a new expiration date or withdraw the customer from the program. Reverification frequency dependent on Member preference	\$30 per recertified customer
Administration	Program oversight, program reporting, direct payment disbursement to customer or utility company	10%

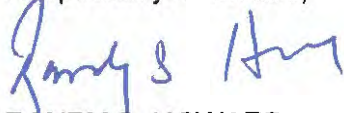
Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted at the time services are requested.

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.

COMMITTEE REVIEW:

Pending Legislative & Regulatory Affairs Committee review and approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 21-69
- Multi-Task Consulting Services Agreement with Central Coast Energy Services, Inc.



Commission Staff Report

COMMISSION MEETING DATE: July 29, 2021

SUBJECT: Gannett Fleming, Inc. – Five Year Multi-Task Professional Services Agreement for engineering consulting services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

RECOMMENDATION:

Approve Resolution 21-70 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Gannett Fleming, Inc. for engineering consulting services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Engineering consulting services including dam safety engineering, civil, environmental, geotechnical and structural engineering services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA currently has an agreement in place with Gannett Fleming, Inc. (formerly Sage Engineers, Inc.), which is expiring in September 2021. Gannett Fleming acquired Sage Engineers mid-way through the current contract. NCPA and NCPA Members have worked with Sage Engineers, now Gannett Fleming, extensively in the past on projects such as grounding studies, protective relays and a variety of other projects. NCPA desires to renew this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with GHD Engineering, GEI Consultants, SEL Engineering, Coffman Engineers, Costa Engineers, Condor Earth Technologies, Brown & Kysar, CBEC Consultants and others.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On July 7, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On July 12, 2021 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 21-70
- Multi-Task Professional Services Agreement with Gannett Fleming, Inc.

RESOLUTION 21-70

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH
GANNETT FLEMING, INC.**

(reference Staff Report #192:21)

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

WHEREAS, Gannett Fleming, Inc. is a provider of these services; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a Multi-Task Professional Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

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

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
GANNETT FLEMING, INC.**

This Professional Services Agreement (“Agreement”) is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 (“Agency”) and Gannett Fleming, Inc., a corporation with its office located at 2251 Douglas Boulevard, Suite 200, Roseville, CA 95661 (“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) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services with the degree of care and skill ordinarily exercised by members of the design profession practicing under similar conditions at the same time and locality of the Project. 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 either chooses to perform or 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 be deemed to have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. **COMPENSATION.** Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** two million five hundred thousand dollars (\$2,500,000) 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. Consultant shall have and retain all ownership and title to the equipment provided in connection with this Agreement.

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

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

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

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

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

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

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

4.3 Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Consultant's errors and omissions. Any deductible or self-insured retention shall not exceed five hundred thousand dollars (\$500,000) 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 three (3) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

4.4 All Policies Requirements.

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

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

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

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

Agency member, SCPPA or Agency member for which the Services are to be performed.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

5.2 Scope. Consultant shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Except for professional services addressed in California Civil Code Section 2782.8, Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the proportional extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency. The indemnification and defense obligation in this section shall conform to California Civil Code Section 2782.8.

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

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

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

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

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

6.3 Assignment and Subcontracting. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Consultant represents and warrants to Agency that Consultant and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Monitoring by DIR.** In certain circumstances, some of the Work may be subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). When performing tasks subject to compliance and monitoring by DIR, NCPA will record the Task Order or this Agreement with DIR.
- 7.5 **Registration with DIR.** During the term of this Agreement, Contractor warrants for any portion of the Work subject to compliance monitoring and enforcement by DIR ("Covered Work") that Contractor 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 Covered 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 Covered 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 Covered Work, Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of Covered Work. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the Agency harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

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

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

Contractor shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Contractor shall forfeit as a penalty to Agency not more than \$200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Covered 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 Consultant. If Agency has not issued any requests for Services or Purchase Orders to Consultant and if any previously issued requests for Services or Purchase Orders are completed to Agency's

satisfaction, Consultant may cancel this Agreement without cause upon thirty (30) days prior written notice to Agency.

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 Work Product, 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 ("Work Product") shall be the property of the Agency. Consultant hereby agrees to deliver the Work Product to the Agency within ten (10) business days upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release any Work Product to any non-parties to this Agreement.

Notwithstanding anything to the contrary, Consultant shall have no responsibility or liability for any claims, losses, or damages caused by Agency's re-use of Work Product on other projects or for purposes outside the scope of this Agreement, and Consultant shall have no liability for Agency's alteration or modification of the work product without Consultant's prior review and written approval.

- 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, Consultant shall be permitted to generally reference the Services in resumes and

proposals with exception to sensitive photos and drawings. Additionally, 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: in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. The Receiving Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

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

10.2 **Venue**. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

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

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

- 10.7 Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Gannett Fleming, Inc.
2251 Douglas Blvd, Suite 200
Roseville, CA 95661

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), this 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

GANNETT FLEMING, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

DARREN A. MACK, Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Gannett Fleming, Inc. ("Consultant") shall provide the following services as requested by the Northern California Power Agency ("Agency") at the facilities owned or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members and specified herein, including:

- Dam Safety Engineering in accordance with 18CFR12D;
- Civil, environmental, geotechnical and structural engineering;
- Consulting related to geology, hydrology or hydraulics;
- Mapping, surveying, GIS services;
- Electrical and mechanical engineering, such as protection relay upgrades and electrical and mechanical engineering support;
- Engineering inspection and construction observation and testing;
- Security and Safety reviews and evaluations;
- Construction Management; and
- Other miscellaneous tasks as requested by Agency.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$2,500,000 subject to Section 2 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:



*Excellence Delivered **As Promised***

SCHEDULE OF CHARGES

Northern California Power Agency (NCPA)

Master Services Agreement

July 1, 2021

The Schedule of Charges applies to all services provided by and/or through Gannett Fleming. Charges for our services are divided into three categories: Personnel, Travel/Reimbursables and Outside Services. A new Schedule of Charges is issued at the beginning of each year. The Schedule of Charges may also be revised during the year, as conditions require. Changes will not be made within a calendar year on a project in progress without prior authorization from Client.

PERSONNEL

Personnel charges are for technical work, including technical typing, editing, graphics and support services involved in the preparation of reports and correspondence, and for the time associated with production of such documents. Personnel category per-hour charge rates are as follows:

<u>Engineer/Geologist</u>	<u>Hourly Rate</u>
Chief Engineer/Geologist	\$ 320.00
Principal Engineer/Geologist II	300.00
Principal Engineer/Geologist I	275.00
Senior Consultant	260.00
Senior Project Engineer/Geologist III	260.00
Senior Project Engineer/Geologist II	235.00
Senior Project Engineer/Geologist I	215.00
Project Engineer/Geologist II	190.00
Project Engineer/Geologist I	175.00
Staff Engineer/Geologist	165.00
Designer/Geologist	145.00
Associate Designer/Geologist	135.00
<u>Safety & Security</u>	
Senior Principal Consultant	288.00
Principal Consultant	260.00
Senior Associate Consultant	245.00
Senior Consultant	215.00
Consultant	195.00
Senior Analyst	161.00
Analyst	141.00
Junior Analyst	115.00
<u>Support Services</u>	
Senior GIS Analyst	160.00
Chief CADD Technician	160.00
CADD/GIS Technician	130.00
Senior Technical Writer/Project Admin	135.00
Technical Writer/Project Admin	120.00
Technical Intern	75.00

The charge for expert witness services, depositions (2-hour minimum per day) and court (4-hour minimum per day) is \$640 per hour.

Gannett Fleming, Inc.

Suite 200 • 2251 Douglas Blvd • Roseville, CA 95661

t: 916.677.4800

www.gannettfleming.com

TRAVEL / REIMBURSABLES

Time spent in travel in the interest of the Client will be charged at the above hourly rates plus mileage at the current IRS rate, except that no more than eight (8) hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, all actual costs including out-of-pocket expenses will be charged. Meals will be charged on a per diem basis at \$61.00. Reimbursable items (e.g., airfare, hotel, automobile/equipment rental, supplies etc.) will be charged at cost plus fifteen percent (15%).

<u>Specialty Design Software</u>	<u>Hourly Rate</u>
I-Site Studio	\$85.00
FLAC	60.00
SAFE	35.00
EZ-FRISK	25.00
SAP 2000	25.00

<u>Specialty Field Equipment</u>	<u>Daily Rate</u>
Trimble GPS Unit+Antenna	\$250.00
Protective Relay Test Set	250.00
Rope Access Gear	200.00
Concrete Thickness Gage	150.00
Dynamic Cone Penetrometer (DCP) and Hand Auger Kit	75.00
Automatic Level	50.00
Water Level Meter	25.00

OUTSIDE SERVICES

Outside services will be charged at cost plus fifteen percent (15%). Common outside items to which this 1.15 multiplier applies include, but are not limited to drilling services, laboratory testing, printing and photographic work, special insurance and outside consultants.

Pricing for services to be performed at NCPA Member or SCPPA locations will be quoted, and the precise locations at which services are to be performed will be determined, at the time services are requested.

Consultant may revise the hourly rates each year upon the giving of 30 days' advance written notice to NCPA. If the Parties cannot agree to revised hourly rates, NCPA may terminate the Agreement.

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



Commission Staff Report

COMMISSION MEETING DATE: July 29, 2021

SUBJECT: Cisco Air Systems, Inc. – First Amendment to Five Year Multi-Task General Services Agreement for Specialized OEM Air Compressor Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 21-71 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Cisco Air Systems, Inc. for specialized OEM air compressor maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the agreement expiration from July 29, 2021 to October 21, 2021, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Specialized OEM air compressor maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five year Multi-Task General Services Agreement with Cisco Air Systems, Inc. effective July 29, 2016, for an amount not to exceed \$500,000, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities. NCPA has utilized this vendor for the past five years for air compressor maintenance services at its CT plants, and this vendor has shown themselves to be competent and responsible.

The current agreement is set to expire on July 29, 2021. NCPA is currently in the process of negotiating a renewal agreement with this vendor, however, negotiations are taking longer than previously anticipated, so NCPA now desires to enter into a First Amendment to the Multi-Task General Services agreement to extend the agreement expiration date to October 21, 2021 to allow NCPA additional time to negotiate terms of the new agreement. NCPA has an agreement in place for similar services with California Compression, LLC.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On July 7, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On July 12, 2021 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 21-71
- Multi-Task General Services Agreement with Cisco Air Systems, Inc.
- First Amendment to Multi-Task General Services Agreement with Cisco Air Systems, Inc.

RESOLUTION 21-71

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES
AGREEMENT WITH CISCO AIR SYSTEMS, INC.

(reference Staff Report #193:21)

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

WHEREAS, NCPA and Cisco Air Systems, Inc. entered into a Multi-Task General Services Agreement effective July 29, 2016, to provide such services; and

WHEREAS, NCPA is currently negotiating a renewal agreement with Cisco Air Systems, Inc., however, negotiations are taking longer than anticipated and will not be complete by the current agreement expiration date; and

WHEREAS, NCPA now desires to extend the agreement expiration date from July 29, 2021 to October 21, 2021 to allow for sufficient time to negotiate terms on the renewal agreement with Cisco Air Systems, Inc.; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Cisco Air Systems, Inc., with any non-substantial changes as approved by the NCPA General Counsel, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

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

Table with 4 columns: Agency Name, Vote, Abstained, Absent. Rows include Alameda, San Francisco BART, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, Shasta Lake, Truckee Donner, Ukiah, Plumas-Sierra.

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
CISCO AIR SYSTEMS, INC.**

This agreement for general services ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Cisco Air Systems, Inc., an S Corporation with its office located at 214 27th Street, Sacramento, CA 95816 ("Contractor") (together sometimes referred to as the "Parties") as of 7/29/, 2016 ("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

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. Intentionally left blank.

4.4 Pollution Insurance. If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on "an occurrence" basis. (Not applicable)

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

4.5 All Policies Requirements.

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

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

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

4.5.4 Additional Certificates and Endorsements. If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, 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.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.5 **Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.
- 7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by 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 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** **Work Provided Pursuant to Section 1.4.** 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:

Cisco Air Systems, Inc.
Attention: Kent Frkovich
214 27th Street
Sacramento, CA 95816

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:

Michael F. Dean
General Counsel
Northern California Power Agency
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

- 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, and Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's Proposal, the Exhibits 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.

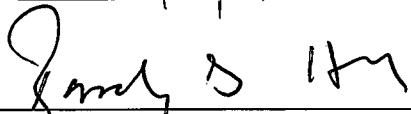
The Parties have executed this Agreement as of the date signed by the Agency.

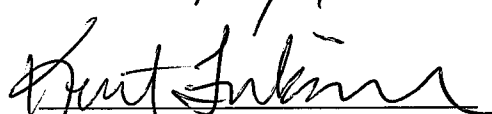
NORTHERN CALIFORNIA POWER AGENCY

CISCO AIR SYSTEMS, INC.


Date 7/29/16

Date 7/6/16


RANDY S. HOWARD, General Manager


KENT FRKOVICH, President

Attest:


Assistant Secretary of the Commission

Approved as to Form:

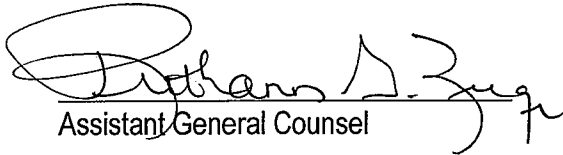

Assistant General Counsel

EXHIBIT A

SCOPE OF WORK

Cisco Air Systems, Inc. ("Contractor") shall provide specialized OEM air compressor maintenance and services as requested by the Northern California Power Agency ("Agency") at all facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA members. These services are not subject to the Maintenance Labor Agreement.

**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:

Pricing Specific to CT/LEC Facilities:

Brand	Model	Serial	HP	Year	Annual Hrs	Service Visits Per Contract
Atlas Copco	ZT18-FF	All704258	30	2005	4,000	10
Atlas Copco	CD60	All811770		2005	4,000	10
Atlas Copco	Inline Filters	DD60 & PD60			4,000	2
Atlas Copco	CD350	US0585711		2011	4,000	10

This Service Plan agreement is a comprehensive preventative maintenance (PM) program:

- **ZT18 Minor Preventative Maintenance Service Every - (6) Months**
 - Replace air & oil filter kit
 - Replace breather kit
 - Take lubricant sample
 - Take SPM readings
 - Perform 47-point inspection
 - See copy of inspection form on pg-3 for details
 - Inspect Air Treatment equipment
 - Advise of any issues
- **ZT18 Major Preventative Maintenance Service Every - (24) Months**
 - Same as the above minor service
 - Replace muffler, drain valve & inlet valve
 - Replace lubricant
 - Grease drive motor bearings
 - Advise of any issues

Quarterly Price: \$1,350.00 plus applicable sales tax

Item	Mfg	Model	Serial Number	Description	Mfg Year	Annual Operating Hours
1	Ingersoll Rand	R180i	V1535U12158	200 HP	2012	4,000
2	Atlas Copco	ZT145	APF162045	200 HP	2012	8,000
3	Atlas Copco	ZT145	APF164682	200 HP	2012	8,000
4	Atlas Copco	DD390P (4)	N/A	Inline Filters	2012	8,000
5	Atlas Copco	PD390 (4)	N/A	Inline Filters	2012	8,000
6						
7						
8						

Quarterly Price Not Including Sales Tax	\$8,685.00
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Pricing for services to be performed at other NCPA facilities, at NCPA Member facilities, or SCPPA or SCPPA member 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, Kent Frkovich

(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
CISCO AIR SYSTEMS, 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.

Kent Frkovich
(Signature of officer or agent)

Dated this 6th day of July, 20 16.

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

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 __.

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

EXHIBIT E - NOT APPLICABLE

**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 establishes trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND CISCO AIR SYSTEMS, INC.

This First Amendment (“Amendment”) to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency (“Agency”) and Cisco Air Systems, Inc. (“Contractor”) (collectively referred to as “the Parties”) as of _____, 2021.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective July 29, 2016, (the “Agreement”) for Contractor to provide specialized OEM air compressor maintenance services; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement from the original expiration date of July 29, 2021 to a new date of October 21, 2021; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Section 1.1—Term of Agreement** of the Agreement is deleted in its entirety and replaced with the following:

The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than October 21, 2021, whichever occurs sooner.

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

SIGNATURES ON FOLLOWING PAGE

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///

///

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

Date: _____

CISCO AIR SYSTEMS, INC.

KENT FRKOVICH, President



Commission Staff Report

COMMISSION MEETING DATE: July 29, 2021

SUBJECT: Airstrike Bird Control, Inc. – Five Year General Services Agreement for Bird Control Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 21-72 authorizing the General Manager or his designee to enter into a sole source General Services Agreement with Airstrike Bird Control, Inc. for bird control related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$400,000 over five years, for use at any facilities owned and/or operated by NCPA.

BACKGROUND:

Bird control related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA.

The CT2/LEC facilities utilized Airstrike Bird Control, Inc. for the abatement of pigeons for the cleanliness of the facility and the health and safety of employees. The initial process was a 9 week program. In order to keep the pigeons away, preventative maintenance measures need to be taken on a monthly basis.

Airstrike has a unique capability utilizing raptors to reduce pest bird (pigeons) populations. Airstrike utilizes trained raptors and licensed raptor handlers to abate the pigeons and keep them from roosting in the area. Other providers use air rifles, traps and mechanical means to remove pest birds. The use of raptors is a more natural and subtle means of controlling pest bird populations. NCPA has been unsuccessful in finding other contractors that provide similar services within a reasonable distance from the facility. NCPA has also excluded the use of the other contractors due to their methods of using rifles and mechanical means (drones), both of which present a danger to employees and equipment. NCPA does not have any additional agreements in place for similar services at this time.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$400,000 over five years. The 5-year maintenance program cost is \$242,814.00 with the ability to contract for additional intensive services as needed. Funds for these services are included in the maintenance budget for both CT2 and LEC. Purchase orders referencing the terms and conditions of the agreement will be issued for any needed additional intensive services at CT2/LEC or at other NCPA locations.

SELECTION PROCESS:

NCPA desires to enter into this sole source agreement so established terms and conditions are in place for pest bird maintenance and intensive treatment services. This agreement qualifies as a sole source consistent with NCPA's Purchasing Manual, Section 14 due to the unique and highly specialized nature of the services as described above.

ENVIRONMENTAL ANALYSIS:

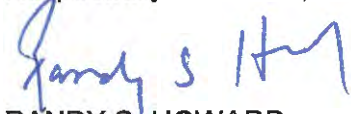
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On July 7, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On July 12, 2021 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 21-72
- General Services Agreement with Airstrike Bird Control, Inc.

RESOLUTION 21-72

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A SOLE SOURCE GENERAL SERVICES AGREEMENT WITH AIRSTRIKE
BIRD CONTROL, INC.**

(reference Staff Report #194:21)

WHEREAS, bird control related services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA); and

WHEREAS, Airstrike Bird Control, Inc. is a provider of these services; and

WHEREAS, the CT2/LEC facilities utilized Airstrike Bird Control, Inc. for the abatement of pigeons for the cleanliness of the facility and the health and safety of employees. The initial process was a 9 week program. In order to keep the pigeons away, preventative maintenance measures need to be taken on a monthly basis; and

WHEREAS, the NCPA Commission has reviewed the sole source General Services Agreement with Airstrike Bird Control, Inc. to provide such services as needed at any facilities owned and/or operated by NCPA; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$400,000 over five years, for use at any facilities owned and/or operated by NCPA.

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

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

DAVID HAGELE
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY



**GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
AIRSTRIKE BIRD CONTROL, INC.**

[Single Task]

This 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 Airstrike Bird Control, Inc., a corporation with its office located at 7343 El Camino Real, #325, Atascadero, CA 93422 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2021 ("Effective Date") in Roseville, California.

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** FOUR HUNDRED THOUSAND dollars (\$400,000.00) 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 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; and
- 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 written authorization from the Contract Administrator.

2.5 Timing for Submittal of Final Invoice. Contractor shall have ninety (90) days after completion of its Work to submit its final invoice. 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 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/\$1,000,000 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 All Policies Requirements.

4.4.1 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.

4.4.2 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.

4.4.3 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.

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

4.5 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.

4.6 Pollution Insurance. Not Applicable.

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 the Maintenance Labor Agreement, which is applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E.

Section 7. LEGAL REQUIREMENTS.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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 and Change Orders.** The Parties may amend this Agreement only by a writing signed by all the Parties. The Parties may agree to a change order, modifying the duration of the Agreement or the not-to-exceed compensation referenced in Section 2 hereof, by a writing signed by the Contractor and the Contract Administrator.
- 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, Contractors, 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 Agency's operations and the operations of other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools,

equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Agency may assume that anything left on the Project site an unreasonable length of time after the Work is completed has been abandoned. Any transportation furnished by Agency shall be solely as an accommodation and Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any Agency owned equipment and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

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

provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

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

- 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 to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

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

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

13.7 Contract Administrator. This Agreement shall be administered by Joel Ledesma, Assistant General Counsel, 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:

Airstrike Bird Control, Inc.
Attention: Brad Felger
7343 El Camino Real, #325
Atascadero, CA 93422

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

AIRSTRIKE BIRD CONTROL, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

BRAD FELGER, CEO/President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Airstrike Bird Control, Inc. ("Contractor") shall provide bird control services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA.

List of Subcontractors:

Hawk for Hire, LLC

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

CT Facilities Cost Breakdown:

PROJECTED SCHEDULE

Month	Qty.	Item	Unit Cost	Extended Cost
1-6	78	Intensive hazing visit (8 hour visits 3/week)	\$486.00	\$37,908.00
7-12	78	Intensive hazing visit (6 hour visits 3/week)	\$365.00	\$28,470.00
13-18	78	Intensive hazing visit (6 hour visits 3/week)	\$378.00	\$29,484.00
19-24	78	Intensive hazing visit (4 hour visits 3/week)	\$252.00	\$19,656.00
25-36	156	Intensive hazing visit (4 hour visits 3/week)	\$262.00	\$40,872.00
37-48	156	Intensive hazing visit (4 hour visits 3/week)	\$272.00	\$42,432.00
49-60	156	Intensive hazing visit (4 hour visits 3/week)	\$282.00	\$43,992.00

** Please note that the prices above already incorporate an approximately 3.5% yearly cost increase.*

Total projected cost for 5-year program: \$242,814.00

Pricing for any additional services will be quoted at the time they are requested.

Pricing for services to be performed at other NCPA 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

Airstrike Bird Control, 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

MAINTENANCE LABOR AGREEMENT ATTACHMENT [LEC ONLY]

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

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 establishes trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



Commission Staff Report

COMMISSION MEETING DATE: July 29, 2021

SUBJECT: Alliant Insurance Services, Inc. – Five Year Multi-Task Consulting Services Agreement for Professional Insurance Brokerage Services; Applicable to the Northern California Power Agency (NCPA)

AGENDA CATEGORY: Consent

FROM:	Monty Hanks Assistant General Manager/CFO	METHOD OF SELECTION:	Competitive Pricing Process
Division:	Administrative Services		
Department:	Risk Management		

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

RECOMMENDATION:

Approve Resolution 21-73 authorizing the General Manager or his designee to enter into a Five-Year Multi-Task Consulting Services Agreement with Alliant Insurance Services, Inc. for professional insurance brokerage services, applicable to all facilities owned and operated by NCPA, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$800,000 over five years.

BACKGROUND:

NCPA engages professional services associated with insurance risk management, risk financing, insurance brokerage, and loss claim advocacy matters. The Agency retains these services in connection with its insurance program which includes property, liability, workers compensation, and directors and officers insurance programs, etc. The Agency previously used Aon Risk Services to perform these services but the agreement was terminated effective June 30, 2021.

Staff issued a Request for Proposals (RFP) to solicit insurance brokerage firms to provide the above-mentioned services and received 5 responses from the following firms:

- Alliant Insurance Services, Inc.
- Aon Insurance Services
- Marsh USA Inc.
- McGriff Insurance Services
- Willis Towers Watson

All firms had extensive experience in the power industry and excellent qualifications to provide NCPA the desired services for insurance brokering and support. After a thorough evaluation and consultation with other utilities, Alliant Insurance Services, Inc. stood out as the best fit and selection for NCPA with its full-service capability, industry experience, team profile, and competitive service fee. Staff is confident the Alliant team can assist the Agency building upon a new marketing strategy providing options and solutions to maximize results while mitigating risks to our insurance programs.

The Five-Year Multi-Task Consulting Services Agreement with Alliant Insurance Services fees are as follows:

Year of Services	Annual Compensation
2021	\$140,000
2022	\$144,000
2023	\$148,000
2024	\$148,000
2025	\$148,000
Contingency (~10%)	\$72,000

FISCAL IMPACT:

Upon execution, the total cost of the agreement shall not to exceed \$800,000 including approximately 10% for contingency related items over five years. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures. The insurance brokerage services are included in the current fiscal year Risk Management budget.

SELECTION PROCESS:

An RFP was posted on NCPA's website May 5, 2021 to May 26, 2021. A total of five responses were received and evaluated based on industry experience, team profile, and cost. Alliant Insurance Services, Inc. was selected as a result of the formal bidding process in accordance with NCPA's procurement policies and procedures.

ENVIRONMENTAL ANALYSIS:

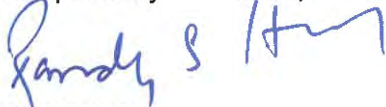
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore, not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On July 7, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On July 12, 2021 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 21-73
- Five Year Multi-Task Consulting Services Agreement with Alliant Insurance Services, Inc.

RESOLUTION 21-73

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

(reference Staff Report #195:21)

WHEREAS, the Northern California Power Agency (NCPA) is required by various contracts and agreements with its members and its generating and transmission project participants to provide for property, casualty and other insurance to protect its interests therein; and

WHEREAS, to accomplish this NCPA requires professional services associated with risk management, risk financing, insurance brokerage, and claims adjustment matters in connection with its property, liability, workers compensation insurance programs and related surety and performance bonds; and

WHEREAS, the Agency completed a Request for Proposals (RFP) to solicit insurance brokerage firms to provide the above-mentioned services and evaluated all the responses; and

WHEREAS, Alliant Insurance Services, Inc. stands out as the best selection for NCPA with its full-service capability, industry experience, team profile, and competitive service fee; and

WHEREAS, the Consulting Services Agreement with Alliant Insurance Services, Inc. provides for a five-year term with compensation not to exceed \$800,000 including approximately 10% for contingency related items over the term; and

WHEREAS, the FY2022 Annual Budget has contemplated and included the necessary funds to provide for these services; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Agreement, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$800,000 over five years, for use at NCPA.

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

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

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ALLIANT INSURANCE SERVICES, INC.**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Alliant Insurance Services, Inc., a corporation with its office located at 5444 Westheimer Road, Suite 900, Houston, TX 77056 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2021 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) year from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 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** EIGHT HUNDRED THOUSAND dollars (\$800,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

4.2.1 **Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering Commercial General Liability, with a self-insured retention or deductible of no more than \$100,000. As of the Effective Date, Consultant's Commercial General Liability deductible does not exceed \$100,000. Consultant shall advise NCPA on or before July 1 of each year should its deductible increase above \$100,000. No endorsement shall be attached limiting the coverage which would render Consultant non-compliant with the insurance requirements set forth herein.

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

Effective Date, Consultant's Automobile Liability deductible does not exceed \$100,000. Consultant shall advise NCPA on or before July 1 of each year should its deductible increase above \$100,000. This insurance shall provide contractual liability covering all motor vehicles utilized in performance of the Services.

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 of five million dollars (\$5,000,000) per claim and in the aggregate covering the Consultant'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 three (3) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within three(3) 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 period of three (3) 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 Material Change in or Cancellation of Coverage. Consultant shall provide at least thirty (30) days prior written notice to Agency of any cancellation, or modification adverse to Agency of the policies referenced in Section 4.

4.4.3 Reserved.

4.4.4 Waiver of Subrogation. Except for Professional Liability insurance, Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

9.4 **Confidential Information and Disclosure.**

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

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

9.4.3 Permitted Disclosure. Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice where permitted by law 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 Monty Hanks, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

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

Derek Whipple
Senior Vice President
Alliant Insurance Services
5444 Westheimer Road, Suite 900
Houston, TX 77056

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

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

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

NORTHERN CALIFORNIA POWER AGENCY

ALLIANT INSURANCE SERVICES, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

DEREK WHIPPLE, Senior Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF SERVICES

Alliant Insurance Services, Inc. (“Consultant”) will act as the risk management advisor and consultant and insurance broker, as applicable, for the Northern California Power Agency (“Agency” or “NCPA”) with respect to the following lines of insurance:

- (a) All Risks Property & Terrorism
- (b) Electronic Data Processing (Misc. Property)
- (c) Excess Liability
- (d) Automobile Liability/Physical Damage (e) Workers Compensation/Employers Liability
- (f) Property & Terrorism (Lodi Energy Center)
- (g) Casualty (Lodi Energy Center)
- (h) Crime/Fidelity
- (i) Directors & Officers Liability
- (j) Surety
- (k) Other lines of insurance as needed (e.g., professional liability, etc.)

The primary responsibilities and requirements of Consultant are outlined below:

1. Assigned Personnel

Consultant shall designate a Principal to be assigned to this account to act as the primary contact for NCPA. If for any reason NCPA finds, in its sole discretion, that the service provided by any assigned personnel is unsatisfactory, Consultant will agree to assign replacement personnel that must also be approved by NCPA.

2. Current Policy Review

Consultant shall review all NCPA policies and other documents in detail within 45 days of receipt of the documents. The Consultant will check the wording and accuracy of each policy, binder, certificate, endorsement or other document received from insurers. The Consultant will review and provide feedback to NCPA that the intended coverage is provided, all coverage, terms, conditions and other wording is complete.

3. Program Administration

Program administration shall include, but not be limited to the following:

- A. Act as an independent insurance advisor to the Agency and proactively provide ongoing and unbiased professional advice and recommendations that benefit the Agency.
- B. Proactively provide ongoing review and analysis of the Agency's insurance programs and identification of cost and benefit options.
- C. Be familiar with the insurance needs of the Agency.
- D. Be familiar with the coverage provided by all relevant insurance policies and documents issued to the Agency.
- E. Assure that insurance policies are placed in a timely manner, with reputable and financially responsible insurers.

- F. Provide service for the insurance policies placed for the Agency including processing all changes and endorsements.
- G. Provide early warning of rate and coverage changes or renewal problems.
- H. At least once a year, provide a comprehensive report that reviews all of the Agency's insurance programs.
- I. Be available to answer questions or obtain answers from underwriters for policy coverage questions.
- J. Meet with Agency staff as may be reasonably requested.
- K. Provide consultation service and written reports as normally expected of a professional broker.

4. Claim Assistance

Assist NCPA with claim filing, evaluation, negotiation and settlement. Included in the annual service fees identified in Exhibit B, Consultant agrees to provide up to 50 hours of claims assistance annually. Any request in excess of this amount will be negotiated.

5. Periodic Review

Brokerage and consulting services must be provided for annual policy renewals and on an as needed basis, including:

- A. Consultant must provide a thorough renewal presentation each year at least sixty (60) days, or as agreed by NCPA, before current policy expiration date with policy recommendations to include an analysis of available alternatives.
- B. Brokerage services must also include market research.
- C. The Broker will also advise on a continuing basis, and in a timely manner, of any and all significant matters and developments regarding carrier service issues.

In addition to the primary responsibilities described above and to support Agency's efforts to obtain appropriate insurance from entities providing services to Agency, Agency may request insurance related training for contract administrative staff and/or consultation services. Should Agency request formal training in the form of a presentation either in person or virtual, Consultant will develop a program in consultation with Agency. Consultant will provide up to two training sessions per year.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed the amount specified in Section 2 of the Agreement. The annual fees for Services are as follows:

July 29, 2021 - June 30, 2022:	\$140,000
July 1, 2022 - June 30, 2023:	\$144,000
July 1, 2023 - June 30, 2024:	\$148,000
July 1, 2024 - June 30, 2025:	\$148,000
July 1, 2025 - June 30, 2026:	\$148,000

In addition, any use of third-party intermediaries will be compensated separately. These will be discussed and mutually agreed with NCPA before any engagement. For London and Bermuda wholesale property broker partners we will limit their compensation to no more than 10% commission based on signed lines only. It should be noted that all layer pricing for property insurance programs will be dictated by the US team and therefore commissions will be paid by the insurance markets and not NCPA.

Should Bermuda or London capacity be accessed for the casualty program, third-party intermediaries are compensated either by a fixed fee agreement or by commission, which is paid by NCPA.

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.



Commission Staff Report

COMMISSION MEETING DATE: July 29, 2021

SUBJECT: Admission of the San Francisco Bay Area Rapid Transit District as a New Participant in the Natural Gas Program Agreement

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 21-75 authorizing the admission of the San Francisco Bay Area Rapid Transit District (BART) as a new Participant in the Natural Gas Program Agreement upon BART's execution of the Natural Gas Program Agreement.

BACKGROUND:

The Natural Gas Program Agreement, dated July 11, 2011, was developed to enable the Northern California Power Agency (NCPA), acting on behalf of the Natural Gas Program Agreement Participants, to purchase Natural Gas, and physical call options for Natural Gas, seeking to reduce the proportion of the Participants' Natural Gas needs that would otherwise have to be obtained in a potentially volatile spot market, thereby assuring greater rate stability for their retail customers.

BART is a project participant in the Lodi Energy Center Natural Gas fired generation project for which the purchasing of Natural Gas will be necessary, and BART desires that a portion of such purchases be made by NCPA through the Natural Gas Program Agreement. As such, BART is seeking to become a Participant in the Natural Gas Program Agreement. Pursuant to Section 7.2 of the Natural Gas Program Agreement, a Member of NCPA may execute the Natural Gas Program Agreement and become a Participant provided that such joinder is approved by the NCPA Commission.

FISCAL IMPACT:

NCPA's costs for development and administration of the Natural Gas Program Agreement will be allocated to Members in accordance with the Natural Gas Program Agreement and approved cost allocation methodologies as described in the NCPA annual budget.

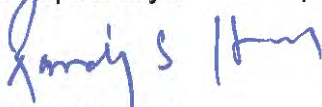
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On July 7, 2021, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 21-75

SR: 197:21

RESOLUTION 21-75

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
ADMISSION OF THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT AS A NEW
PARTICIPANT IN THE NATURAL GAS PROGRAM AGREEMENT**

(reference Staff Report #197:21)

WHEREAS, the Natural Gas Program Agreement, dated July 11, 2011, was developed to enable the Northern California Power Agency (NCPA), acting on behalf of the Natural Gas Program Agreement Participants, to purchase Natural Gas, and physical call options for Natural Gas, seeking to reduce the proportion of the Participants' Natural Gas needs that would otherwise have to be obtained in a potentially volatile spot market, thereby assuring greater rate stability for their retail customers; and

WHEREAS, the San Francisco Bay Area Rapid Transit District (BART) is a project participant in the Lodi Energy Center Natural Gas fired generation project for which the purchasing of Natural Gas will be necessary, and BART desires that a portion of such purchases be made by NCPA through the Natural Gas Program Agreement; and

WHEREAS, BART is seeking to become a Participant in the Natural Gas Program Agreement; and

WHEREAS, pursuant to Section 7.2 of the Natural Gas Program Agreement, a Member of NCPA may execute the Natural Gas Program Agreement and become a Participant provided that such joinder is approved by the NCPA Commission; and

WHEREAS, NCPA's costs for development and administration of the Natural Gas Program Agreement will be allocated to Members in accordance with the Natural Gas Program Agreement and approved cost allocation methodologies as described in the NCPA annual budget; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts and approves Resolution 21-75 authorizing the admission of the San Francisco Bay Area Rapid Transit District as a new Participant in the Natural Gas Program Agreement upon BART's execution of the Natural Gas Program Agreement.

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

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

 DAVID HAGELE
 CHAIR

ATTEST:

 CARY A. PADGETT
 ASSISTANT SECRETARY



Commission Staff Report

COMMISSION MEETING DATE: July 29, 2021

SUBJECT: Nomination of the FY 2021-22 Slate of Officers and At-Large Executive Committee Members

AGENDA CATEGORY: Discussion/Action

FROM:	David Hagele	METHOD OF SELECTION:
	Chair	N/A
	Executive	
Division:	Committee/Nominating	
	Committee	
Department:	Commission	

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

RECOMMENDATION:

The Nominating Committee is recommending the Northern California Power Agency (NCPA) Commission adopt Resolution 21-74 approving the election of the FY 2021-22 Slate of Officers for the positions of Chair and Vice Chair, and four (4) Commissioners as at-large Executive Committee Members. The FY2021-22 Slate of Officers are David Hagele as Chair, Jerry Serventi as Vice Chair, and Mark Chandler, Jenelle Osborne, Pauline Roccucci, and Greg Scharff, as Executive Committee Members.

BACKGROUND:

As referenced in the Amended and Restated Rules of Procedure for the Commission of NCPA (the NCPA Bylaws), Section 10(iv) Other Committees, the Nominating Committee shall meet as an ad hoc committee before the July meeting of the Commission, and make its report to the Commission prior to the election of the Chair, Vice Chair and the Executive Committee Members by the Commission. The Nominating Committee shall attempt to provide all Members an opportunity to serve and attempt to balance the membership of the Executive Committee among larger and smaller Members.

The term of the Executive Committee Member is one (1) year beginning at the regular September Commission meeting. Members shall serve until their successors are elected, and vacancies shall be filled by the Commission as soon as practicable after they occur.

As set forth in the NCPA Bylaws, the Nominating Committee met on July 14, 2021, and July 20, 2021, to discuss the nomination of the FY21-22 Slate of Officers for Executive Committee consideration and Commission approval; and

The Nominating Committee brought forth the nomination of the FY 2021-22 Slate of Officers consisting of David Hagele as Chair and Jerry Serventi as Vice Chair, and Mark Chandler, Jenelle Osborne, Pauline Roccucci, and Greg Scharff as Executive Committee Members to the Executive Committee for consideration and approval.

FISCAL IMPACT:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Executive Committee consideration and approval of the FY21-22 Slate of Officers.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'D. Hagele', with a large loop at the end.

David Hagele
COMMISSION CHAIR

Attachment:

- Resolution 21-74

RESOLUTION 21-74

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY NOMINATION OF THE FY 2021-22 SLATE OF OFFICERS AND AT-LARGE EXECUTIVE COMMITTEE MEMBERS

(reference Staff Report #196:21)

WHEREAS, the Amended and Restated Rules of Procedure for the Commission of the Northern California Power Agency (NCPA) (the NCPA Bylaws), Section 10 (iv) Other Committees, the Nominating Committee shall meet as an ad hoc committee prior to the July meeting of the Commission; and

WHEREAS, the Nominating Committee shall make its report to the Commission prior to the election of the Chair, Vice Chair and the Executive Committee Members by the Commission; and

WHEREAS, the term of the Executive Committee Member is one (1) year beginning at the regular September Commission meeting, and shall serve until their successors are elected, and vacancies shall be filled by the Commission as soon as practicable after they occur; and

WHEREAS, the Nominating Committee met on July 14, 2021, and July 20, 2021, to discuss the nomination of the FY 2021-22 Slate of Officers; and

WHEREAS, the Nominating Committee brought forth the nomination of the FY 2021-22 Slate of Officers consisting of David Hagele as Chair and Jerry Serventi as Vice Chair, and Mark Chandler, Jenelle Osborne, Pauline Roccucci, and Greg Scharff as Executive Committee Members to the Executive Committee for consideration and approval; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore, not a "project" for purposes of Section 21065 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 adopt the resolution approving the election of the FY 2021-22 Slate of Officers for the positions of Chair and Vice Chair, and four (4) Commissioners as at-large Executive Committee Members consisting of David Hagele as Chair and Jerry Serventi as Vice Chair, and Mark Chandler, Jenelle Osborne, Pauline Roccucci, and Greg Scharff as Executive Committee Members.

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

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

 DAVID HAGELE
 CHAIR

 ATTEST: CARY A. PADGETT
 ASSISTANT SECRETARY

RESOLUTION 21-76

RESOLUTION OF THE COMMISSION OF THE NORTHERN
CALIFORNIA POWER AGENCY COMMEMORATING THE
125th ANNIVERSARY OF THE ELECTRIC UTILITY OF THE CITY
OF SANTA CLARA

WHEREAS, on July 23, 1896, the Board of Town Trustees of the Town of Santa Clara voted to take Santa Clara’s first steps in establishing a municipal electric utility by terminating a lighting contract and installing a generator and 46 arc lamps; and

WHEREAS, in 1998, the City’s Electric Department became Silicon Valley Power; and

WHEREAS, in 2020, the City of Santa Clara served over 58,200 municipal electric customers totaling over 3,722,543,000 kilowatt-hours; and

WHEREAS, in 1968, the City of Santa Clara joined with its sister municipal electric cities to create the Northern California Power Agency, one of the first joint action municipal electric agencies in the country; and

WHEREAS, through the years, the City of Santa Clara has played an important role in this Agency’s affairs, having loaned its own personnel and office quarters for the establishment of the Agency’s first office in Santa Clara; and

WHEREAS, in 2012, Santa Clara was a significant participant in one of California’s cleanest combined cycle natural gas generation project, the Northern California Power Agency Lodi Energy Center; and

WHEREAS, the City of Santa Clara continues to expand its emission reduction programs such as its 100% clean energy to residents, electric vehicle public and fleet infrastructure investment, and divesting its ownership in the San Juan Coal Plant; and

NOW THEREFORE, BE IT HEREBY RESOLVED by the Commission of the Northern California Power Agency that the City of Santa Clara, its Council and the managers and employees of the Electric Utility Department are hereby commended and congratulated for an extraordinary 125 years of service to the residents of the City, for the City’s contribution to the development and well-being of this Agency, and to our State as a whole.

PASSED AND ADOPTED BY ACCLAMATION on this 29th day of July, 2021

DAVID HAGELE
COMMISSION CHAIR

ATTEST: CARY A. PADGETT
ASSISTANT SECRETARY