



651 Commerce Drive  
Roseville, CA 95678

phone (916) 781-3636  
fax (916) 783-7693  
web [www.ncpa.com](http://www.ncpa.com)

# Agenda

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**Date:** Wednesday, May 6, 2020

**Subject:** Facilities Committee Meeting

**Location:** NCPA Headquarters, 651 Commerce Drive, Roseville, CA

**Time:** 9:00 am

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**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-29-20 issued March 17, 2020 that allows attendance by Committee Members, NCPA staff, and the public to participate and conduct the meeting by teleconference.**

**You may participate in the meeting via teleconference by:**

**Dial: 1 877-568-4106**

**Code: 227-834-229#**

*The Facilities (Committee) may take action on any of the items listed on this Agenda regardless of whether the matter is described as an Action Item, or an Informational Item. This agenda is often supplemented by various documents which are available to the public upon request. Pursuant to 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](http://www.ncpa.com).*

*Persons requiring accommodation 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 and Roll Call**

#### **PUBLIC FORUM**

Any member of the public who wishes to address the Committee on matters not on the Agenda, but within the subject matter jurisdiction of the Committee, or any member of the public who desires to address the Committee on any item considered by the Committee at this meeting before or during the Committee's consideration of that item, shall so advise the Chair and shall thereupon be given an opportunity to do so.

#### **OPEN SESSION**

## **DISCUSSION / ACTION ITEMS**

2. **Approval of Minutes** – Approve the April 1, 2020 Facilities Committee meeting minutes.
3. **All NCPA Facilities, Members, SCPPA – Securitas Security Services USA, Inc. MTGSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Securitas Security Services USA, Inc. for security services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: CTs*)
4. **All NCPA Facilities, Members, SCPPA – Energy Project Solutions, LLC MTGSA** – Staff is seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Energy Project Solutions, LLC for pipeline operations and maintenance services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. (*Commission Category: Consent; Sponsor: CTs*)
5. **NCPA Geothermal Facility – Steam Field Operations Forecast Report** – Staff is seeking a recommendation for Commission approval of the 2020 Steam Field Operations Forecast Report dated April 2020, including approval regarding the market power price at which to curtail the load at the NCPA Geothermal facilities, as the Geothermal Operating Protocol effect July 1, 2020, and remaining in effect until replaced by the Commission. (*Commission Category: Consent; Sponsor: Geo*)
6. **NCPA Wildfire Mitigation Plan Updates** – Staff will present the NCPA Wildfire Mitigation Plan audit report outlining recommended changes to the plan, and will seek a recommendation for Commission approval of the recommended changes. (*Commission Category: Consent; Sponsor: Generation Services Administration*)
7. **Port of Oakland Admission to MPP** – Pursuant to Section 11.1 of the Amended and Restated Market Purchase Program Agreement (MPP) Staff is seeking a recommendation for Commission approval of admission of the Port of Oakland as a new MPP Participant. (*Commission Category: Consent; Sponsor: Power Management*)

## **INFORMATIONAL ITEMS**

8. **NCPA Generation Services Plant Updates** – Plant Staff will provide the Committee with an informational update on current plant activities and conditions. (*Sponsor: Generation Services*)
9. **New Business Opportunities** – Staff will provide an update regarding new business opportunities. (*Sponsor: Power Management*)
10. **Planning and Operations Update** – Staff will provide an update on issues related to planning and operations. (*Sponsor: Power Management*)
11. **Next Meeting** – The next Facilities Committee meeting is scheduled for June 3, 2020.

## **CLOSED SESSION**

### **12. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to Government Code section 54956.9(d) (2) – One (1) case. (*Commission Category: Closed Session; Sponsor: CTs*)

## **OPEN SESSION**

## **REPORT FROM CLOSED SESSION**

## **ADJOURNMENT**

/cp



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

# Minutes – Draft

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**Date:** April 8, 2020  
**To:** NCPA Facilities Committee  
**From:** Carrie Pollo  
**Subject:** April 1, 2020 Facilities Committee Meeting Minutes

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- 1. Call Meeting to Order & Roll Call** – The meeting was called to order by Committee Chair Brian Schinstock at 9:06 am. A sign-in sheet was passed around. Attending via teleconference and/or on-line presentation were Alan Harbottle, and Alex Smith (Alameda), Mark Sorensen (Biggs), Paul Eckert (Gridley), Jiayo Chiang (Lodi), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Jared Carpenter (Port of Oakland), Brian Schinstock (Roseville), and Steve Hance, Basil Wong, and Paulo Apolinario (Santa Clara). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Lompoc, Redding, TID, and Ukiah were absent. A quorum of the Committee was established.

## **PUBLIC FORUM**

No public comment.

## **OPEN SESSION**

## **DISCUSSION / ACTION ITEMS**

- 2. Approve Minutes from the March 4, 2020 Facilities Committee Meeting.**

Motion: A motion was made by Steve Hance and seconded by Jiayo Chiang recommending approval of the March 4, 2020 Facilities Committee meeting minutes. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, and Santa Clara. The motion passed.

- 3. All Generation Services Facilities, Members, SPPA – ORR Protection Systems, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with ORR Protection Systems, Inc. for fire system maintenance services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SPPA, and SPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

This is a new agreement with a new vendor. It is an enabling agreement with no commitment of funds. Geothermal staff contacted ORR Protection Systems, Inc. because they offer California Registered Fire Protection Engineer (FPE) services. Fire preparation/wildfire mitigation is a high



priority for NCPA facilities. After having met with this vendor, staff recommends that NCPA enter into an enabling agreement with ORR Protection Systems, Inc., so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors willing to work in the more remote location of NCPA's Geothermal facility, which will result in more competitive bidding when services are needed. Other agreements in place for similar services include Sabah International, Inc., Bay Cities Fire Protection, Inc., and Fire Safety Supply, Inc. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Brian Schinstock and seconded by Steve Hance recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with ORR Protection Systems, Inc. for fire system maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, and Santa Clara. The motion passed.

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

This is a new agreement with a new vendor, who acquired Indoor Environmental Services (IES). It is an enabling agreement with no commitment of funds. NCPA had a previous agreement in place with IES. SitelogIQ recently acquired Famand Inc., dba IES, and notified NCPA that they will now be operating as Famand, Inc. dba SitelogIQ. Staff recommends that NCPA enter into an enabling agreement with Famand, Inc. dba SitelogIQ so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors willing to work in the more remote location of NCPA's Geothermal facility, which will result in more competitive bidding when services are needed. Other agreements in place for similar services include ACCO Engineered Systems, Inc., Pullman Heating & Cooling, Inc., and Johnson Controls, Inc. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the consent calendar.

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

- 5. All Generation Services Facilities, Members – Vince Sigal Electric, Inc. MTGSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement with Vince Sigal Electric, Inc. for general specialized electrical services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA or NCPA Members. All purchase orders will be

issued following NCPA procurement policies and procedures.

This is a new agreement with a new vendor. It is an enabling agreement with no commitment of funds. Geothermal staff contacted Vince Sigal Electric, Inc., because they have worked near the Geysers area. After having met with this vendor, staff recommends that NCPA enter into an enabling agreement with Vince Sigal Electric, Inc., so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors willing to work in the more remote location of NCPA's Geothermal facility, which will result in more competitive bidding when services are needed. Other agreements in place for similar electrical services include HART High-Voltage, Knight's Electric, Contra Costa Electric, Inc., and Schneider Electric USA, Inc. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Steve Hance and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Vince Sigal Electric, Inc. for specialized electrical services, including labor and materials for miscellaneous maintenance purposes, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,500,000 over five years, for use at all facilities owned and/or operated by NCPA and NCPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Port of Oakland, Roseville, and Santa Clara. The motion passed.

6. **All Generation Services Facilities, Members, SCPPA – Stephens Mechanical Corporation MTGSA** – Staff is seeking a recommendation for Commission approval of a Multi-Task General Services Agreement with Stephens Mechanical Corporation for miscellaneous mechanical maintenance services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures. *\*\*This item was pulled from the agenda.\*\**
7. **All Generation Services Facilities – OSIsoft Enterprise Program Agreement** – Staff gave background information and was seeking a recommendation for Commission approval of a five-year PI Software License Agreement with OSIsoft for PI software licensing and remote monitoring, with a not to exceed amount of \$481,000, for use at all facilities owned and/or operated by NCPA. All purchase orders will be issued following NCPA procurement policies and procedures.

NCPA is seeking a third renewal of the PI Enterprise Program Agreement with OSIsoft, LLC. PI Software is a tool used at all NCPA facilities, including Roseville Dispatch, to track historical project data for reporting purposes and remote asset monitoring. The software allows NCPA to aggregate disparate data including process data, performance data, emissions data (CEMS), plant equipment data, vibration data, among others to allow monitoring asset performance, and helps to optimize plant operations. The current agreement expired on March 17, 2020. This 2020 PI Software renewal is the third licensing renewal, and usage dates back to 2003. NCPA is heavily invested in PI Software and has a good working relationship with OSIsoft, LLC. As this is specialized software, there are no other agreements with other vendors for the same product. A draft Commission Staff Report and draft agreement were available for review. It is recommended to place this item on the consent calendar.

Motion: A motion was made by Steve Hance and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager to enter into an Enterprise Program Agreement with OSIsoft, LLC for PI Software, which shall not exceed \$481,000 over five years, for use at all facilities owned and/or operated by NCPA. A vote was taken by roll call: YES =

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

- 8. All Generation Services Facilities, Members, SCPPA – Safety Management Systems, LLC MTCSA –** Staff provided background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Safety Management Systems, LLC for safety consulting and training services, with a not to exceed amount of \$1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

This is a new agreement with a new vendor. It is an enabling agreement with no commitment of funds. A staff member who has previously worked with this vendor, recommends NCPA pursue an enabling agreement with them, based on the level of knowledge this vendor possesses and the quality of work from this vendor on previous projects. NCPA desires to enter into a Multi-Task Consulting Services Agreement with Safety Management Systems, LLC, so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified vendors who can perform these services, which will result in more competitive bidding when services are needed. Other agreements in place for similar services include Yorke Engineering, LLC, Emergency Care Training & Supply, Trinity Consultants, and Cintas Corporation.

Motion: A motion was made by Steve Hance and seconded by Jiayo Chiang recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Safety Management Systems, LLC for safety training and consulting services, with any non-substantive changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

- 9. All Generation Services Facilities, Members, SCPPA – Pacific Power Engineers, Inc. First Amendment to MTGSA –** Staff provided background information and was seeking a recommendation for Commission approval of a First Amendment to the Multi-Task General Services Agreement with Pacific Power Engineers, Inc., accepting assignment of the agreement to Ulteig Engineers, Inc., with no change to the not to exceed amount, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

On April 26, 2019, NCPA entered into a five year Multi-Task General Services Agreement with Pacific Power Engineers, Inc. to provide meter maintenance, operation, and date services. It is an enabling agreement with no commitment of funds. On January 2, 2020, Pacific Power Engineers, Inc. notified NCPA that it has been acquired by Ulteig Engineers, Inc., and wishes to accept assignment of the contract via a First Amendment to the Multi-Task General Services Agreement. One other enabling agreement is in place for similar services with Trimark Associates, Inc. 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 consent calendar.

Motion: A motion was made by Jiayo Chiang and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Pacific Power Engineers, Inc. to transfer assignment of the agreement to Ulteig Engineers, Inc., with any non-substantive changes recommended and approved by the NCPA General Counsel, which shall not exceed

\$2,000,000 over five years, for continued use at all facilities owned and/or operated by NCPA, its Members, by SCPA, or by SCPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Port of Oakland, Roseville, and Santa Clara. The motion passed.

## **INFORMATIONAL ITEMS**

### **10. FY2021 Annual Budget –** Staff provided an informational update on the final FY2021 Annual Budget.

Since the last Facilities Committee meeting on March 4, 2020, the Utility Director's reviewed the proposed budget on March 13, 2020, and the Commissioners reviewed it on March 26, 2020. The overall proposed budget for FY2021 is up by approximately \$25 million largely due to market conditions, contracts, transmission, and business changes. The generation resources have increased by approximately \$14 million due to a lower forward curve resulting in reduced plant revenues. Western has also revised their forecast, which may result in an adjustment for a reduced cost to Members. The final proposed FY2021 budget with final adjustments and allocations, will be ready for Commission approval at the April 16, 2020 Commission meeting. The proposed FY2021 budget is available on NCPA Connect.

### **11. FY2021 Scheduling Coordination Program Agreement (SCPA), Balancing Account Requirement –** Staff presented an informational update to the calculation and deposit requirement for the SCPA program.

Under section 10.1 of the SCPA, prior to NCPA providing Scheduling Coordination Services, a Participant shall deposit into the Balancing Account held by NCPA an amount equal to the three highest months of estimated CAISO invoices from the previous 12 months. Deposits can be satisfied in whole or in part, either in cash or through a clean, irrevocable letter of credit (LOC) satisfactory to the General Manager. NCPA shall maintain a detailed accounting of the share of each Participant's deposit in the Balancing Account. To minimize the impact to Members for the FY2021 deposit requirement, staff would like to mitigate these payments. After discussion, the preference of Members is to bill this out on a quarterly basis starting in July 2020. Payments will be due July 2020, October 2020, January 2021, and April 2021. Payments will be included on the previous months AR Bill. Please contact staff with any questions.

### **12. Geothermal Cotenancy Update –** Staff provided an update regarding Geothermal Cotenancy activities.

NCPA is a cotenant and Party to the Agreement of Cotenancy in the Castle Rock Junction to Lakeville 230-kV transmission line, which connects the NCPA Geothermal projects to the CAISO controlled grid. Parties in the Cotenancy Agreement include PG&E, CDWR, SVP, and NCPA. CDWR provided notice of its intent to withdraw from the Agreement on July 30, 2018, as they currently have no resources in the Geysers area. PG&E attempted to file a unilateral amendment to the Cotenancy Agreement at FERC to formally obligate CDWR to pay for decommissioning costs. FERC ruled that PG&E doesn't have the right to unilaterally amend the Agreement. This issue still remains outstanding.

Staff would like to reengage in negotiations with CDWR and PG&E. NCPA Members need to establish a position on how much capacity to maintain for the transmission line, as well as how to address the long term decommissioning costs. PG&E and CDWR have conflicting positions about the responsibility of the decommissioning costs. PG&E proposed a pro-rata allocation among NCPA, SVP, and PG&E. Key considerations during the negotiations include exposure to wild fire risk, an increase of capacity to enable future developments, such as battery storage, or

even possible withdrawal of NCPA and SVP, if another mechanism in place, could retain NCPA's project deliverability.

The transmission network associated with the Cotnenancy line has been changed over time. Staff has requested PG&E provide a detailed inventory of what equipment and facilities make up the Cotnenancy line. Next steps include working with PG&E to schedule a date on which NCPA and supporting experts will have access to PG&E's maintenance records, and take an active role in monitoring PG&E's maintenance practices. Staff would like to discuss the long-term liability and decommission concepts with CDWR prior to next steps with PG&E.

**13. New Business Opportunities –** Staff provided an informational update regarding new business opportunities.

Sonoma Clean Power (SCP) issued a RFP for Schedule Coordinator (SC) Services. NCPA submitted a Statement of Qualifications on February 11, 2020. Staff participated in an interview on February 25, 2020. Staff has just been informed that NCPA has been tentatively selected as SCP's preferred services provider. Staff will present a draft agreement with a limited scope of services for the SC services. The initial term of services will be three years with an automatic extension. Services provided will include scheduling ISTs, loads, and limited resources, similar to EBCE. The estimated costs for services will be \$205,000 per year, with a 2% escalation per year. The liability proposal will include liability for select services limited to cost for services in the event of NCPA's active negligence. This scope of services will not require any additional NCPA staff at this time. Staff will update the Committee as needed.

**14. NCPA Generation Services 2020 Outage Schedule Update –** Plant Staff provided the Committee with an informational update on the 2020 NCPA plant outage schedules.

**CTs** – The CT1 Lodi annual maintenance outage has been completed. The CT1 Alameda, Unit 1 annual maintenance outage has also been completed. These two outages were completed a couple of days early. The CT1 Alameda, Unit 2 outage is still in progress with an expected completion of April 15, 2020. The CT2 (STIG) annual maintenance outage has been rescheduled to May 1 – 31, 2020. There is no RA scheduled for this unit during that time. The LEC is in an outage due to turbine failure, and scheduled to be back online June 30, 2020.

**Geo** – The Geo Plant 2, Unit 4 outage scheduled for April 6 – 16, 2020 was started early as a forced outage due to low turbine oil pressure causing high vibration. It is still scheduled to return to service April 16, 2020. Geo Plant 1, Unit 2 has shortened their originally scheduled outage to April 20 – 23, 2020. Another outage has now been scheduled for Geo Plant 1, Units 1 and 2, October 5 – 12, 2020.

**Hydro** – Collierville Units 1 and 2, have dual unit trip tests October 10 – 11, 2020. Collierville Unit 1 annual maintenance is scheduled October 12 – 23, 2020. Collierville Unit 2 annual maintenance is scheduled November 9 – 20, 2020. An additional PG&E outage has now been scheduled April 2 – May 9, 2020 for New Spicer Meadow Units 1, 2, and 3. Staff have requested to move the scheduled annual maintenance outages in September for each unit, to be done during this newly scheduled outage.

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

**Hydro** – March was a better month for the precipitation index bringing the percent of average to 54%. The Central snow water content is now at 56%. More snow and rain is predicted April 4-7, 2020. A new PG&E transmission induced outage has been added for New Spicer Meadow, Units 1, 2, and 3, from April 2 – May 9, 2020. The CA OES Emergency Action Plan is going through the third revision process. The 230-kV Insulator Project was awarded to Wilson Construction for \$2.66 million. The materials have been ordered and construction could start as

early as June. The project should take approximately six weeks with no impact to operations. 157 towers with six insulators on each, will be replaced.

**CTs** – March was a quiet month for the CTs, with one actual start at CT1. Neither CT had any forecasted starts. The YTD starts for CT1 is 214, with CT2 at 36. There were zero forced outages, and one planned outage at Alameda. Planned outage activities include a generator major, which has been slightly delayed due to Covid-19. Other activities include routine maintenance. The Unit 1 generator circuit breaker is back in service, with Unit 2 installed and waiting to be tested. A transformer leak was found during the Unit 2 outage. The expected completion date is April 15, 2020.

**Geo** – There were no safety incidents to report for the month of March. Established safety measures are in place to prevent Covid-19 exposure. Plant 1 and 2 were online for most of March averaging 93.5 MW net, with an estimated net generation total of 69.6 GWhrs. The FY2020 net generation is up to 472 GWhrs, of 557.4 GWhrs forecasted. Generation is still down due to the Kincadee fire, but is slowly building back up. An outage was originally planned for Plant 2, Unit 4, from April 6-16, 2020. The unit was taken off line early on March 24, 2020 due to low turbine oil pressure with high bearing vibration. The unit is still scheduled for completion on April 16, 2020 so the outage duration has been extended to 23.5 days. The scope of work includes, turbine rotor repair or replacement, lube oil pump repair, steam ejector replacement, Siemens T3K upgrade, and Stretford repairs.

## **16. Planning and Operations Update –**

- NCPA “Rolling” Renewable RFP on behalf of the Members – Staff issued this RFP on March 25, 2020, which is available on the public website. Staff are developing a proposal tracking tool, and as well as a review team. NCPA has received a couple of RFPs and will present to the Members on a regular frequency.
- Covid-19 Planning and Business Resiliency – NCPA is currently operating in a dual mode operation for Dispatch and Scheduling, with the SCs working at the DRC, and the Dispatchers working at the HQ Dispatch Center. Some staff are working remotely to reduce the risk of exposure. Preventative measures are in place with social distancing, awareness, and cleaning shared surfaces often at all NCPA facilities.
- Resource Adequacy Developments – The CPUC Central Procurement issued Rulemaking 17-09-020 regarding RA enhancements, and import allocations.

**17. Next Meeting** – The next regular Facilities Committee meeting is scheduled for May 6, 2020.

## **ADJOURNMENT**

The meeting was adjourned at 12:08 pm.

**Northern California Power Agency  
April 1, 2020 Facilities Committee Meeting  
Attendance List**

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

[illegible]

## Teleconference call only due to Covid19.

### Northern California Power Agency April 1, 2020 Facilities Committee Meeting Attendance List

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

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





# Commission Staff Report – *DRAFT*

**Date:** May 6, 2020

**COMMISSION MEETING DATE:** May 28, 2020

**SUBJECT:** Securitas Security Services USA, Inc. – Five Year Multi-Task General Services Agreement for Security Related Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

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

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

Approval of Resolution XX-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Securitas Security Services USA, Inc. for security related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

It is recommended that this item be placed on the Commission Consent calendar.

## **BACKGROUND:**

Security services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members. NCPA had a previous agreement in place with Securitas Security Services USA, Inc., which is running low on funds and expiring. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has a pending agreement in place for similar services with Borgens and Borgens, Inc. dba Delta Protective Services.

## **FISCAL IMPACT:**

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

## **SELECTION PROCESS:**

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. Bids are awarded to the vendor providing the 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:**

Pending Committee review.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Securitas Security Services USA, Inc.

## RESOLUTION 20-XX

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH SECURITAS SECURITY SERVICES USA, INC.

(reference Staff Report #XXX:20)

WHEREAS, security 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), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Securitas Security Services USA, Inc. is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Securitas Security Services USA, Inc. to provide such services as needed at all NCPA facilities, NCPA Members, SCPPA, and SCPPA Member facilities in an amount not to exceed \$1,000,000 over five years; and

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

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

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020 by the following vote on roll call:

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

\_\_\_\_\_  
ROGER FRITH  
CHAIR

ATTEST:

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



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
SECURITAS SECURITY SERVICES USA, INC.**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Securitas Security Services USA, Inc., a corporation, with its office located at 10 River Park Place East #220, Fresno, CA 93720 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2020 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

**2.6 Rate Increase.** Contractor's rates shall not change for the first year of this agreement. In addition, Contractor's rates shall not change for the first twelve (12) months of any Purchase Order that is longer than a year. Contractor's rates may not change for any purchase order shorter than a year. Outside of these situations Contractor may raise its rates no more than once a year by an amount no greater than four (4) percent on sixty (60) days' written notice to account for an increase in costs, and Agency, may reject such increase in rates and cancel any outstanding Purchase Orders and Contractor may elect to terminate this Agreement or any Purchase Order. If the Purchase Order is the result of a competitive solicitation, Contractor must include the rate escalation in Contractor's bid in order to adjust rates during the term of the Purchase Order resulting from a competitive bid.

**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.

**3.1 Contractor Equipment.** Any equipment/software approved by Agency and provided by Contractor, in connection with Contractor's services is for Contractor's use and will always be Contractor property. Contractor is not selling or leasing any of the equipment/software to Agency, and Contractor will remove its equipment/software upon termination of this Agreement. Contractor will remove all information regarding Agency from its equipment or software storage systems upon the completion of any Purchase Order. Contractor SHALL NOT connect Contractor equipment/software with Agency equipment under any circumstances.

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

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

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

**4.2.1 Commercial General Insurance.** Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of

defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability. No endorsement shall be attached limiting the coverage.

**4.2.2 Automobile Liability.** Contractor shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Contractor, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

**4.4 Pollution Insurance.** Not Applicable.

**4.5 All Policies Requirements.**

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

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

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



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

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

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

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

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

**5.2 Scope.** Contractor shall indemnify, defend (controlling such defense), 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 (collectively, "Loss"), to the extent the Loss is caused by or arises out of any (a) negligent or wrongful acts (or negligent or wrongful omissions) by Contractor, its officers, officials, agents, and employees, (b) recklessness or fraudulent acts by Contractor, its officers, officials agents and employees, (c) violation of law by Contractor, its officers, officials, agents and employees, or (d) other fault (including, but not limited to, breach of contract) by Contractor, its officers, officials, agents and employees. 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. Notwithstanding anything to the contrary, in no event will Contractor's liability exceed \$3,000,000. Further, Contractor will not be liable for any (a) consequential damages (e.g., loss of profits), (b) damages arising from any force majeure events (e.g., acts of God or war, mobilization or military call of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, high-jacking or an act of terrorism, shortage of transport, general shortage of materials or personnel, industrial disputes, etc.), (c) injuries or deaths arising from any hazardous or dangerous conditions of the premises where Contractor's services are performed for which Agency is responsible.

**5.3 Transfer of Title.** Not Applicable.

**Section 6. STATUS OF CONTRACTOR.**

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

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

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

Contractor agrees that it is responsible for the provision of group healthcare benefits to its fulltime employees under 26 U.S.C. § 4980H of the Affordable Care Act. To the extent permitted by law, Contractor shall indemnify, defend and

hold harmless Agency from any penalty issued to Agency under the Affordable Care Act resulting from the performance of the Services by any employee, agent, or subcontractor of Contractor.

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

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

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

**6.5 Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.

**6.6 Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

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

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

**7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.

- 7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 **Monitoring by DIR.** Not Applicable.
- 7.5 **Registration with DIR.** Not Applicable.
- 7.6 **Prevailing Wage Rates.** Not Applicable.

**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. Contractor may terminate this Agreement at any time and without cause upon sixty (60) days' prior written notice to Agency. Contractor may not terminate this Agreement if any Purchase Order is outstanding to Contractor.

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

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

have paid Contractor pursuant hereto if Contractor had completed the Work.

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

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

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

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

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

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

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

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

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

**10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if

applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

**10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

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

## **Section 11. WARRANTY.**

**11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

**11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the

Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall



conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

### **Section 13. MISCELLANEOUS PROVISIONS.**

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

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

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

Securitas Security Services USA, Inc.  
Attention: Kelly Davis  
10 River Park Place East #220  
Fresno, CA 93720

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

**13.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCSPPA or SCSPPA 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.

**13.16 US SAFETY Act.** Notwithstanding anything to the contrary, in connection with the US SAFETY Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their contractors and subcontractors.

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

NORTHERN CALIFORNIA POWER AGENCY

SECURITAS SECURITY SERVICES  
USA, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
**KELLY DAVIS,**  
Area Vice President

Attest:

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

Approved as to Form:

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

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

Securitas Security Services USA, Inc. ("Contractor") shall provide security services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

## **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:

San Joaquin County Standard Rates: \$ 25.75/Hour (Regular) / \$38.62/Hour (OT/Holiday)

Pricing for services to be performed outside San Joaquin County will be quoted at the time services are requested. Also, pricing for new services to be performed after April 30, 2021, 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

Securitas Security Services USA, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

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

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

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

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

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

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

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

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

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

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



**NOT APPLICABLE**

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

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

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

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



# Commission Staff Report – *DRAFT*

**Date:** May 6, 2020

**COMMISSION MEETING DATE:** May 28, 2020

**SUBJECT:** Energy Project Solutions, LLC – Five Year Multi-Task General Services Agreement for CT1 Alameda Pipeline Operation and General Maintenance Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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## **RECOMMENDATION:**

Approval of Resolution XX-XX authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Energy Project Solutions, LLC for CT1 Alameda pipeline operations and general 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 all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

It is recommended that this item be placed on the Commission Consent calendar.

## **BACKGROUND:**

Pipeline operations and maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA had a previous agreement in place with Energy Project Solutions, LLC, which is expiring. NCPA requested competitive bids specifically for the CT1 Alameda pipeline services required. Energy Project Solutions, LLC was one of the prospective bidders. NCPA has utilized this vendor in the past, and has a good working relationship with the vendor. NCPA desires to enter into a multi-task enabling agreement with Energy Project Solutions, LLC so established terms and conditions are in place should this vendor be the successful bidder on future projects. Execution of this enabling agreement will also increase the pool of qualified and proven vendors for these types of services. NCPA does not currently have any agreements in place with similar vendors as the vendor pool for these types of services is very limited.

## **FISCAL IMPACT:**

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

## **SELECTION PROCESS:**

This enabling agreement does not commit NCPA to any expenditure of funds. At the time services are required, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA seeks bids from as many qualified providers as possible. Bids are awarded to the vendor providing the 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:**

Pending Committee review.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution
- Multi-Task General Services Agreement with Energy Project Solutions, LLC

## RESOLUTION 20-XX

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH ENERGY PROJECT SOLUTIONS, LLC

(reference Staff Report #XXX:20)

WHEREAS, pipeline operations and 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, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Energy Project Solutions, LLC is a provider of these services; and

WHEREAS, NCPA seeks to enter into a Multi-Task General Services Agreement with Energy Project Solutions, LLC to provide such services as needed at all NCPA facilities, NCPA Members, SCPPA, and SCPPA Member facilities in an amount not to exceed \$1,000,000 over five years; and

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

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

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020 by the following vote on roll call:

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

\_\_\_\_\_  
ROGER FRITH  
CHAIR

ATTEST:

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



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

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Energy Project Solutions, LLC, a limited liability company, with its office located at 841 Mohawk Street, Suite 120, Bakersfield, CA 93309 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2020 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

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



**4.3 Professional Liability Insurance.** Contractor shall maintain professional liability insurance appropriate to Contractor's profession performing work in connection with this Agreement in an amount not less than one million dollars (\$1,000,000) and two million dollars (\$2,000,000) aggregate covering the Contractor's errors and omissions. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on a "claims-made" basis, subject to the following conditions: (1) the retroactive date of the policy shall be on or before the Effective Date of this Agreement; (2) the policy shall be maintained for at least five (5) years after completion of the Services and, if requested by Agency, evidence of coverage shall be provided during this period; and (3) if, within five (5) years of completion of the Services, coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services and, if requested by Agency, provide evidence of coverage during this period.

**4.4 Pollution Insurance.** Not Applicable.

**4.5 All Policies Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6.3 Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors

shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.4.1** Immediately terminate the Agreement;

**8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

**8.4.3** Retain a different Contractor to complete the Work not finished by Contractor; and/or

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

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

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

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

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

part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

#### **9.4 Confidential Information and Disclosure.**

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

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

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

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

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

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

**9.4.4 Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or

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

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

- 10.1 Operations at the Project Site.** Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency; if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4; and other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.
- 10.2 Contractor's Equipment, Tools, Supplies and Materials.** Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. Anything left on the Project site an unreasonable length of time after the Work is completed shall be presumed to have been abandoned by the Contractor. Any transportation furnished by Agency or, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall be solely as an accommodation and neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, shall have liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.
- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency



and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, for the performance of Work.

**Section 11. WARRANTY.**

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

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for any Work performed when, Contractor is not in full compliance with this Section 12.
- 12.5** Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6** Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8** Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9** Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10** If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

### **Section 13. MISCELLANEOUS PROVISIONS.**

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

- 13.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Contractor shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 13.7 Contract Administrator.** This Agreement shall be administered by Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency’s representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Energy Project Solutions, LLC  
Attention: Michael Finch  
P.O. Box 20846  
Bakersfield, CA 93390

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

- 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Contractor's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.
- 13.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 13.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

SIGNATURES FOUND ON THE FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

ENERGY PROJECT SOLUTIONS, LLC

Date\_\_\_\_\_

Date\_\_\_\_\_

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

\_\_\_\_\_  
**MICHAEL FINCH,**  
Chief Operating Officer

Attest:

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

Approved as to Form:

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

**EXHIBIT A**

**SCOPE OF WORK**

Energy Project Solutions, LLC ("Contractor") shall provide the following Pipeline Maintenance Program services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members:

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

- Operations and maintenance field activities
- Operations and maintenance compliance activities
- Demonstration of operator qualification (OQ) compliance
- Integrity management program field activities
- Integrity management compliance
- Integrity management action items

Specific CT1 Alameda services to include, but not be limited to the following:

<b>Identified Tasks, Frequency, &amp; Task Assignments</b>							
<b>Task Description:</b>	<b>Frequenc y</b>	<b>Not to Excee d (mths)</b>	<b>Categor y</b>	<b>Agenc y</b>	<b>Primary Reference</b>	<b>Resourc e</b>	<b>Comment</b>
<b>Reporting</b>							
Pipeline Audit	AR	NA	O&M	PHMS A	49 CFR 192	EPS	EPS would provide onsite lead for any PHMSA audits or regulatory responses.
Annual report to PHMSA	March 15/ year	NA	O&M	PHMS A	49 CFR 191.17	EPS	
Incident reporting & investigation	AR	NA	O&M	PHMS A	49 CFR 191.5 & 15	EPS	
Safety Related Condition Reporting	AR	NA	O&M	PHMS A	49 CFR 191.23 & 25	EPS	
Investigation of failures	AR	NA	O&M	PHMS A	49 CFR 617	EPS	
OMB control number assigned to collect information	AR	NA	O&M	PHMS A	49 CFR 191.21	EPS	
National Registry of Operators and Notifications	AR	NA	O&M	PHMS A	49 CFR 191.22	EPS	
Annual NPMS review and update	March 15/ year	NA	O&M	PHMS A	49 CFR 191.29	EPS	
GIS Mapping and Analysis	AR	NA	NA	NA	NA	EPS	
<b>Corrosion Control</b>							
External corrosion control cathodic protection (CP) system survey	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.465(a)	FJ Tech	
External corrosion CP remote monitoring	Ongoing	NA	O&M	PHMS A	49 CFR 192.465(a)	DBTS	Remote CP monitoring was added several years ago using Omnimatrix.
External corrosion control rectifier inspection or critical bonds	6x/calend ar year	2 1/2	O&M	PHMS A	49 CFR 192.465(b)&(c)	DBTS	
Internal corrosion corrosive gas investigation - obtain sample	1x/calend ar year	NA	O&M	PHMS A	49 CFR 192.477	DBTS	The NPCA pipeline has a long history of product analysis demonstrating that the gas is non-corrosive. No treatment of gas or coupons



							are expected for this pipeline.
Internal corrosion corrosive gas investigation - engineering review	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.477	EPS	
Atmospheric corrosion inspection - onshore	1x/3 calendar year	39	O&M	PHMS A	49 CFR 192.481	DBTS	
Verification of corrosion tasks by qualified person	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.453	EPS	
<b>Emergency Response</b>							
Annual review of emergency plan	1x/calendar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the ERP for NCPA
Emergency drill or training including verification of effectiveness of training	1x/calendar year	15	O&M	PHMS A	49 CFR 192.615(b)(2)	EPS	
Liaison with appropriate emergency responders	1x/calendar year	15	O&M	PHMS A	49 CFR 192.614 & 615(c)	DBTS	
Emergency activity review after an emergency event	AR	NA	O&M	PHMS A	49 CFR 192.615(b)	EPS	
Hazwoper Refresher	1x/calendar year	NA	O&M	OSHA	29 CFR 1910.120	EPS	
<b>Damage Prevention</b>							
Membership in a One Call	Ongoing	NA	O&M	PHMS A	49 CFR 192.614	EPS	
One Call for excavation activities	AR	NA	O&M	PHMS A	49 CFR 192.614(c)(3)	DBTS	DBTS receives one calls through USA North. Each call is documented as no conflict or marking and locating required. If the dig requires onsite monitoring then this item is billed at based on time and materials.

Damage prevention update list of excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.614(c)(1)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
<b>Damage Prevention - Public Awareness</b>							
Public awareness mailers to emergency officials	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to excavators	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to public officials	1x/3 calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA). As a program enhancement this is being completed annually.
Public awareness mailer to "One-Call" centers	1x/calendar year	NA	O&M	PHMS A	49 CFR 192.616(d)	EPS	EPS coordinates with the Pipeline Association of Public Awareness (PAPA).
Public awareness mailers to residents, businesses along ROW	1x/2 calendar year	NA	O&M	PHMS A	49 CFR 192.616(e)	EPS	EPS coordinates with the Paradigm. Starting in 2020 this has been increased to annually.
Public awareness program annual self assessment (Procedures and Team Charter)	1x/calendar year	18	O&M	PHMS A	49 CFR 192.616(i)	EPS	This is an annual review of the Public Awareness Program.
Public awareness 4yr review & survey of mailer effectiveness	1x/4 calendar year	NA	O&M	PHMS A	49 CFR 192.616(i)	EPS	EPS coordinates this with PAPA and Paradigm. In addition, EPS

							completes the evaluation and provide program enhancements.
<b>O&amp;M Activities</b>							
Conversion of service report	AR	NA	O&M	PHMS A	49 CFR 192.14	EPS	
Abandonment Report	AR	NA	O&M	PHMS A	49 CFR 192.727	EPS	
Pressure Testing Report	AR	NA	O&M	PHMS A	49 CFR 192.501-517	EPS	
Annual review of O&M procedures	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the O&M for NCPA
Annual review of pipeline specific O&M (PSOM)	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(a)	EPS	EPS currently provides the PSOM for NCPA, this manual provides the details of the pipeline and the startup and shutdown procedures. This is part of the O&M.
Annual review work performed by operator	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(b)(8)	EPS	
Change in class location required study	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.609	EPS	
Change in class location, confirmation or revision of MAOP	AR	NA	O&M	PHMS A	49 CFR 192.611	EPS	
Continuing surveillance review	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.613	EPS	
Critical crossing (highways, railroads) inspection - Class 3	4x/calend ar year	4 1/2	O&M	PHMS A	49 CFR 192.705	DBTS	
Patrol of ROWs - Class 3	2x/calend ar year	7 1/2	O&M	PHMS A	49 CFR 192.705	DBTS	
Leak survey - Class 3	2x/calend ar year	7 1/2	O&M	PHMS A	49 CFR 192.706(a)	DBTS	
Pressure limiting device inspection (PSV)	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.739	DBTS	
Pressure limiting device inspection (ESD)	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.739	DBTS	
Pressure limiting gas pipeline capacity review (PSV)	AR	NA	O&M	PHMS A	49 CFR 192.743	EPS	
Valve maintenance	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.745	DBTS	

Update maps & drawings	1x/calend ar year	NA	O&M	PHMS A	49 CFR 192.605(b)(3)	EPS	
Update corrosion maps and records	1x/calend ar year	NA	O&M	PHMS A	49 CFR 192.491(a)	EPS	
Inspect and maintain pipeline markers	1x/calend ar year	15	O&M	PHMS A	192.707	DBTS	
Review response of operator to abnormal operations	1x/calend ar year	15	O&M	PHMS A	49 CFR 192.605(c)(4)	EPS	
Exposed pipe report (external & internal)	AR	NA	O&M	PHMS A	49 CFR 192.475 & 459	DBTS	
Upgrading	AR	NA	O&M	PHMS A	49 CFR 192.553	EPS	
Prevention of Accidental Ignition	AR	NA	O&M	PHMS A	49 CFR 192.751	EPS	
<b>Drug and Alcohol</b>							
PHMSA annual drug report (DAMIS)	March 15/ year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Company (Contractor) Drug Plan & Procedures	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Company (Contractor) Records of Random Drug Testing	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Sub-Contractor Drug Plan & Procedures	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Sub-Contractor Records of Random Drug Testing	1x/calend ar year	NA	D&A	PHMS A	49 CFR 199	EPS	
Verification of Post-Accident Drug Testing Records	AR	NA	D&A	PHMS A	49 CFR 199	EPS	
<b>Items Requiring Additional Costs - T&amp;M</b>							
Pipeline modification and/ or repairs	AR	NA	O&M	PHMS A	49 CFR Subpart B, Subpart C, Subpart D, Subpart E, Subpart G, Subpart I, Subpart L and Subpart M	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure the modifications and/or repairs are done according to pertinent PHMSA regulations as outlined in the reference. Actual repairs, parts, and engineering would be billed out as T&M.

Pressure Test Pipeline	Based on Assessment Interval	NA	IMP	PHMS A	49 CFR Subpart J	EPS/ DBTS	EPS will provide oversight as part of its monthly fee to ensure pressure tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of the pressure test would be billed out as T&M.
Supplemental Assessment (CIS, DCVG, etc.)	Note	NA	IMP	PHMS A	49 CFR 192.465(b)	EPS/ FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
Direct Assessment (ECDA, etc.)	Note	NA	IMP	PHMS A	49 CFR 192.490	EPS/FJ	EPS will provide oversight as part of its monthly fee to ensure supplemental tests are done according to pertinent PHMSA regulations as outlined in the reference. Actual cost of supplemental tests would be billed out as T&M.
<b>Operator Qualifications</b>							
OQ - Annual review of procedures	1x/calendar year	15	OQ	PHMS A	49 CFR 192.805	EPS	EPS currently provides the OQ Manual for NCPA.

OQ - Monitoring Individuals between Re-evaluation Intervals	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
OQ - Program review and/or audit	AR	NA	OQ	PHMS A	49 CFR 192.805	EPS	
Operate Pipeline on Daily Basis Using Only Qualified Personnel	Ongoing	NA	OQ	PHMS A	49 CFR 192.805	EPS	This includes training and/ or qualifying company employees as needed to maintain qualifications.
OQ - Contractor status verification	1x/calend ar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
OQ - Verify company personnel OQ records are current for work performed	1x/calend ar year	NA	OQ	PHMS A	49 CFR 192.805	EPS	This will be provided via an online system available to NCPA using password protection.
<b>Integrity Management</b>							
IMP procedures annual review	1x/calend ar year	18	IMP	PHMS A	49 CFR 192.901	EPS	EPS currently provides the IMP for NCPA.
IMP annual review and team charter: Element #1: ID of HCAs Element #2: ID of threats, Data Integration, and Risk Analysis Element #3: Baseline Assessment Element #4: Direct Assessment Element #5: Remediation Work Element #6: Continual Evaluation and Assessment Element #7: Confirmatory Direct Assessment Element #8: Preventive and Mitigative Element #9: Record Keeping Element #10: Management of	1x/calend ar year	18	IMP	PHMS A	49 CFR 192.901 to 192.951	EPS	This is an annual review of each of the IMP program elements.

Change Element #11: Quality Assurance Element #12: Communication Plan Element #13: Agency Notification Element #14: Environment and Safety							
--	--	--	--	--	--	--	--



## **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:

CT1 Alameda Pipeline Maintenance Program specific Cost:      \$7,900.00 / Month

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

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



**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

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

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

Energy Project Solutions, LLC

(Company name)

for contract work at:

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

(Project name and location)

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

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

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

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

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

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

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

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_

(Signature of officer or agent)

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

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

**NOT APPLICABLE**

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

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

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

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



# Commission Staff Report – *DRAFT*

**Date:** May 6, 2020

**COMMISSION MEETING DATE:** May 28, 2020

**SUBJECT:** 2020 Steam Field Operation and Generation Forecast

**AGENDA CATEGORY:** Consent

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

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

## **RECOMMENDATION:**

Adopt Resolution 20-XX approving the 2020 Steam Field Operations and Forecast Report, dated April 2020, as the Geothermal Operating Protocol, effective July 1, 2020. This Operating Protocol is to remain in effect until replaced by the Commission.

It is recommended that this item be listed on the Commission Consent calendar.

## **BACKGROUND:**

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

The Operating Protocol currently uses a two-zone strategy with wells on the west side of the NCPA lease producing to both Plant #1, Units #1 and #2. Wells on the east side of the NCPA lease produce to Plant #2, Unit #4. This Protocol will maximize generation while allowing for scheduling flexibility and reduction of load under the proper economic conditions. For 2020, these conditions are:

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

The Protocol establishes a 2020 annual generation target of 95.1 gross MW.

## **FISCAL IMPACT:**

The 2020-21 approved Geothermal budget covers the proposed action.

## **SELECTION PROCESS:**

Not applicable.

## **ENVIRONMENTAL ANALYSIS:**

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

## **COMMITTEE REVIEW:**

Committee review pending.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments:

- Resolution
- 2020 Steam Field Operations and Generation Forecast Report

## RESOLUTION 20-XX

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE 2020 STEAM FIELD OPERATIONS FORECAST REPORT AS THE 2020 GEOTHERMAL OPERATING PROTOCOL

(reference Staff Report #xxx:20)

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

WHEREAS, the 2020 Steam Field Operations Forecast Report is an in depth study of The Geysers reservoir relative to the operation of NCPA's GEO facility and provides a generation forecast of the facility. This report will act as the Operating Protocol with the goal of maximizing the generation output. The Operating Protocol currently uses a two-zone strategy with wells on the west side of the NCPA lease producing to Plant 1, Units #1 and #2. Wells on the east side of the NCPA lease produce to Plant #2, Unit #4. This Protocol will maximize generation while allowing for scheduling flexibility and reduction of load under the proper economic conditions. For 2020, these conditions are:

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

The Protocol establishes a 2020 annual generation target of 95.1 gross MW; and

WHEREAS, 2020-21 approved budget covers the proposed action; and

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

NOW, THEREFORE BE IT RESOLVED that the Commission of the Northern California Power Agency adopts the Steam Field Operations and Forecast Report dated April 2020 as the Geothermal Operating Protocol effective July 1, 2020, to remain in effect until replaced by the Commission.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote on roll call:

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

\_\_\_\_\_  
ROGER FRITH  
CHAIR

ATTEST:

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



# **Steam Field Operations**

## **Forecast Report – April 2020**



**Kincade Fire**  
**October 24, 2019**



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

**April 2020**

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**NCPA**  
**Generation Services Business Unit**  
***Steam Field Operations and Forecast Report***

April 2020

**Introduction**

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

- I. A review of steam field operations including annual production and injection volumes, the Geothermal Operating Plan, water injection program, and projects.
- II. A review of 2019 reservoir performance with a generation forecast for 2020.

Analysis of geothermal reservoir during 2019 indicates a continued 1.9% harmonic decline consistent with prior projections. The average generating capacity for 2019 was 81.3 MW gross or 74.9 MW net. Net generation for the year was 655.8 GWhrs. The Kincade fire was a major disruption to NCPA's generating capacity for 2019. The fire, coupled with the Plant 1 overhaul in April 2019 and well workovers on the P and Q well sites resulted in reduced generation for the year.

Water injection continues to be essential in maintaining reservoir pressure and mitigating steam production decline rates. In 2019, the Southeast Geysers Effluent Pipeline project brought an average of 4,506 gpm of wastewater to The Geysers. NCPA and a nearby power producer, Calpine, share the water. NCPA received 45.2% of the wastewater delivered to the Geysers this past year. Combined with steam condensate, NCPA's 2019 water injection rates averaged 3,103 gpm and was a slight increase from the previous year's rate of 3,016 gpm.

The 2020 generation forecast projects the average generating capacity to be 95.1 MW gross or 85.2 MW net for the year. NCPA geothermal facilities are forecast to generate 726.6 GWhrs net in 2020. The estimated 25 year projected net reserves are 15,080 GWhrs.

In terms of the fiscal year, the FY 2021 net generation is forecast to be 738.6 GWhrs.

## **I. STEAM FIELD OPERATIONS**

### ***In This Section***

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

### **A. Overview of 2019 Production and Injection**

NCPA continued to operate the Geothermal Project as a base load facility in 2019. Steam production for the year was 12.08 Glbs with water injection was 13.6 Glbs for an annual mass replacement ratio of 112%. Water injection on the NCPA lease is a combination of steam condensate recovered from the cooling towers and wastewater from the Southeast Geysers Effluent Pipeline (SEGEP). The water from the SEGEP pipeline is shared between NCPA and a nearby power producer. NCPA received 45.2% of the wastewater in 2019. The average total injection rate for NCPA increased from 3,016 gpm in 2018 to 3,103 gpm in 2019.

Overall water injection remained at a similar level to 2018, but the Kincade Fire reduced rates in October 2019. The fire stopped injection operations for several months since the plants were down and unable to provide electricity to the pump stations.

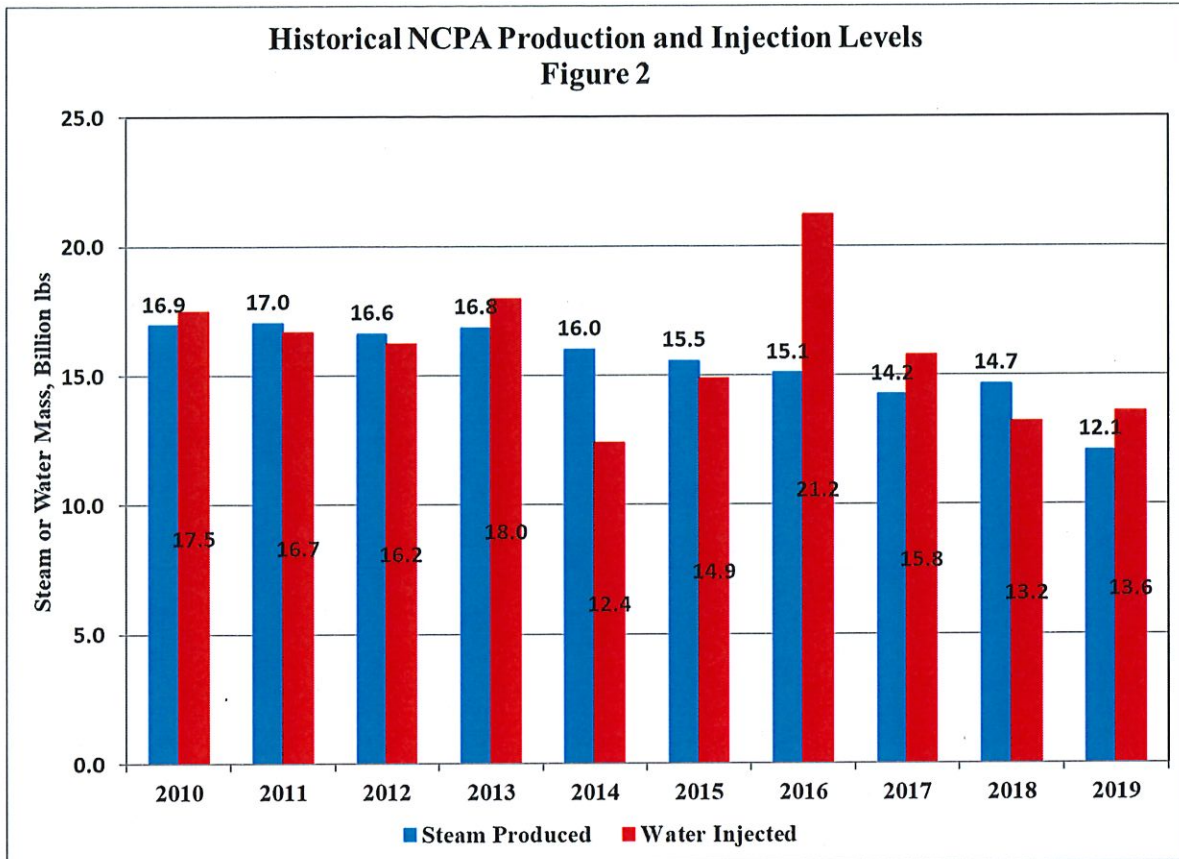
The cumulative mass replacement ratio from plant startup in 1983 through 2019 was 67.5% (*Figure 1*). The net mass withdrawal of steam from the reservoir (Mass Produced less Mass Injected) through 2019 is 221.7 billion lbs.

The average generation level for 2019 was 81.3 MW gross or 74.9 MW net. Generation was lower than forecast due to an overhaul on Units #1 and #2, well workovers on P site and Q site, and the Kincade fire in October and its effects through December. In 2020, generation capacity is forecast to be 95.1 MW gross or 85.2 MW net.

#### ***Production Highlights during 2019 include:***

- ▶ Annual gross generation level in 2019 was 81.3 MW or 74.9 MW net.
- ▶ Average annual mass replacement (i.e., the percentage of steam production replaced by water injection) was 112% in 2019. The 2019 average injection rate was 3,103 gpm and was a slight increase over the previous year.
- ▶ The Kincade Fire played a major factor in injection and production for the year, resulting in less generation than expected.
- ▶ In 2019, the generation capacity is forecast to be 95.1 MW gross or 85.2 MW net.





### **B. Geothermal Operating Plan**

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

A Geothermal Operating Plan, effective July 1, 2019, was approved and recommended by the Coordinated Operating Group (COG), the Generation Services Business Unit, and the NCPA Commission during the May 23, 2019 meeting. The Plan establishes an Operating Protocol that maintains a Two Zone operation within the NCPA lease. The Two Zone Operation was implemented to improve operational response time during unit trips and maximize generation on the NCPA lease while minimizing reservoir communication with nearby competitor operations.

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

While the Protocol maximizes generation, it does allow for scheduling flexibility and reduction of load under the proper economic conditions. The increase in renewable energy in the electrical market has resulted in economic incentives where daily

curtailment of the Geothermal Units is being considered. It is recommended that the Operating Protocol allow curtailments to occur under the following conditions.

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

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

### **C. Water Injection Program**

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

#### **1. Southeast Geysers Effluent Pipeline (SEGEP)**

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

SEGEP deliveries were reduced somewhat from normal injection due to the Kincadee fire preventing power to be delivered to the pump stations. In 2020, numerical modeling studies will be conducted to determine what injection levels may improve generation going forward. The study will help determine better reservoir management strategies and ensure the resource will be managed for maximum benefit.

#### **2. Injection Operations**

There were eight different wells used for injection in 2019. The injection strategy continues to be an effort to spread water over large geographic area and limit injection rates down individual wells as much as possible. The 2019 overall injection rate of



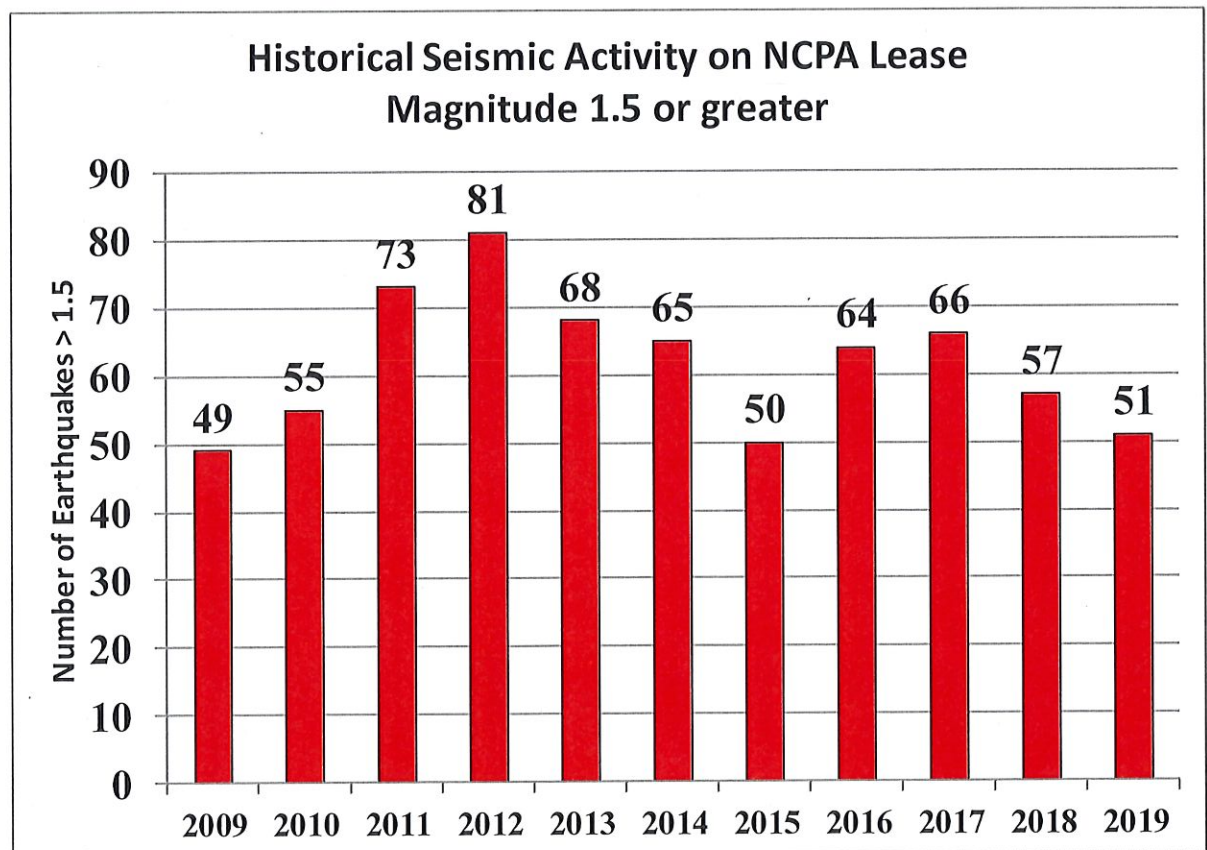
combined steam condensate and wastewater was 3,103 gpm and is an increase from the 2018 rate of 3,016 gpm.

Figure 7 shows the relative location of the eight injection wells on the NCPA lease. Three of these wells, E-8, H-4, and Q-1, are only connected to the SEGEP pipeline and therefore receive only effluent or wastewater. The remaining five wells received a combination of condensate and wastewater. Figure 8 and Table 1 show the relative amounts and type of water each well received in 2019.

### **3. Micro-earthquake Activity**

Studies by the United States Geological Survey (USGS) and others have demonstrated that the steam production and water injection at The Geysers can cause frequent micro seismic events to occur. As a result, NCPA and the other operators are required to continuously monitor and report on the earthquakes that occur within The Geysers geothermal field. Figure 9 is a map showing the locations of the 771 seismic events of magnitude 1.5 and larger that occurred within The Geysers field during 2019. Fourteen of these events had an earthquake magnitude of 3.0 or greater. The largest seismic event was a magnitude 4.15 on a competitor lease.

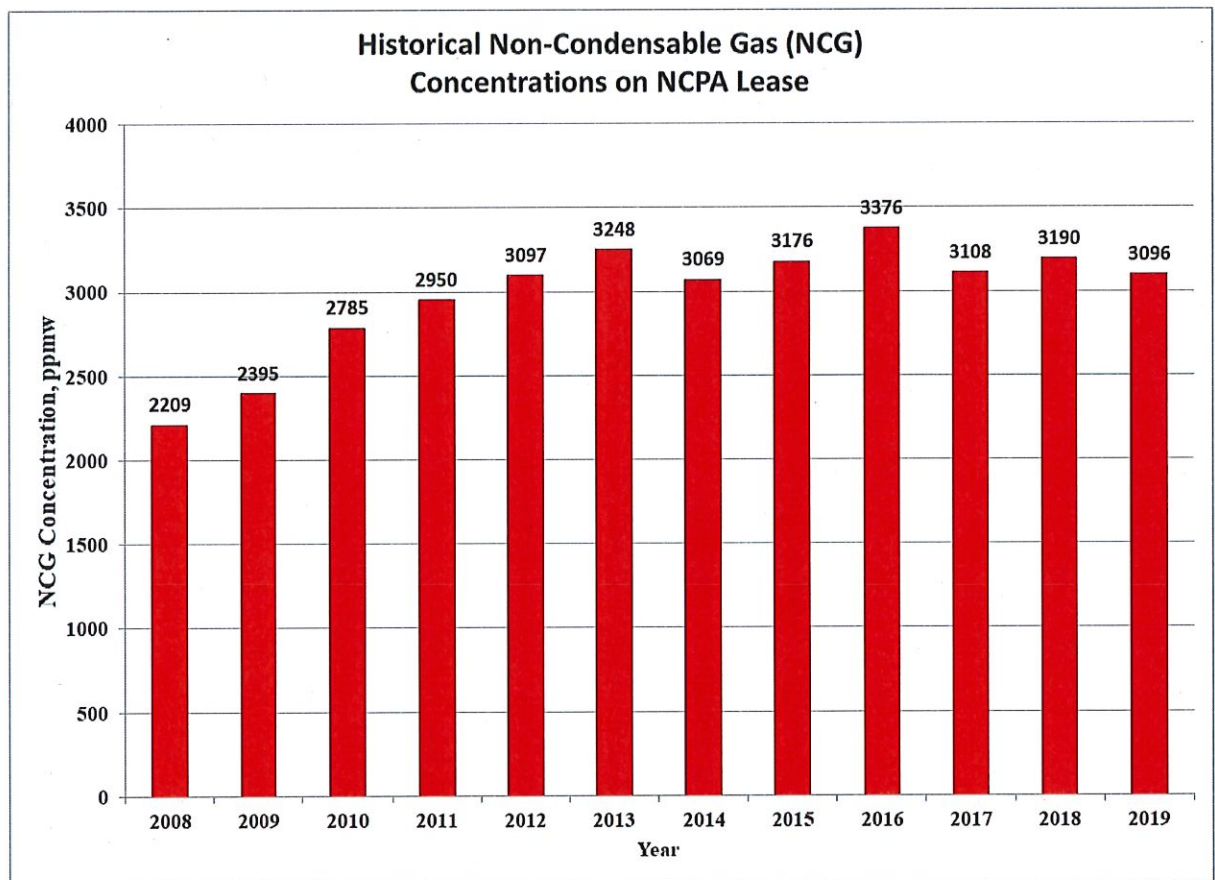
On the NCPA lease, there were 57 events of M=1.5 or greater. The figure below shows the historical seismic activity for the NCPA lease from 2008 through 2019. The seismic activity for 2019 was lower than the activity in 2018.



#### 4. Non-condensable Gas (NCG) Trends

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

Table 4 shows an annual sampling of all the producing wells in the field and the analysis for NCG's. These values can vary somewhat based on daily operational changes and the adjustment of injection strategies within the field, but are typical NCG concentrations for these wells. NCG concentrations were down slightly from the 2018, but have been relatively stable over the last three years. Figure 10 shows a comparison of the relative changes throughout the field.





## **D. Geothermal Facility Projects**

### Major Projects Completed in 2019:

- Plant #1 Overhaul – Plant #1, Unit #2 started on April 1 and ran through May 10, 2019. Unit #1 started on April 22 and returned to service on May 26, 2019. The scope of work was to pull and inspect the both turbines, the Unit #2 generator, clean the condensers and Stretford gas processing equipment, and repair the balance of plant equipment
  - Plant #1 Ejector Upgrade – Steam ejectors at both Plants #1 and #2 are used to remove non-condensable gases from the steam condensers. The steam ejectors at Plant #1 are to be upgraded to operate at a lower pressure of 30 psig.
  - Ball Cleaning System Upgrade – Ball cleaning systems are used to keep scale and debris from building up in the tubes of the steam condenser. Ball cleaning systems at Plant #1 and #2 were no longer functioning and the equipment no longer supported. They were replaced with more efficient systems.
- P-Site and Q-Site Well Workovers – A drilling program to workover wells P-4, P-5, P-7, and abandon well P-9 started in July 2019, the well work was completed successfully. On Q Site, wells Q-3 and Q-10 were worked over. The wells had partially collapsed casing that was inhibiting flow from these wells. The workovers removed the restriction and restored flow from the wells.

### Upcoming Projects for 2020

- Plant #1 Steam Ejectors – The current steam ejectors at Plant #1 were designed for 50 psig steam pressure. With the decline in reservoir pressure, new steam ejectors designed for 30 psig steam pressure will be installed. The project will improve the ability of the gas removal system to effectively reduce the condenser backpressure and maintain generation.
- Plant #1 Fire Modernization – The Plant #1 fire system is outdated and needs to be upgraded. Preliminary engineering was done at a cost of \$100,000 in FY 2020 and this project will require an additional \$800,000 in FY 2021 to complete. A functioning fire system is required for insurance and an updated system will provide improved reliability.
- Plant #1 MCC Breakers – The existing Motor Control Center breakers are out of date and no longer supported. New breakers will be installed allowing for improved reliability.



## **II. 2019 RESERVOIR PERFORMANCE REVIEW**

### ***In This Section***

- ▶ Reservoir Pressure Distribution
- ▶ Reservoir Pressure and Flowrate Decline
- ▶ 2019 Generation Review
- ▶ 2020 Generation Forecast

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

### **A. Reservoir Pressure Distribution**

One of the most important parameters in predicting and explaining reservoir performance is static reservoir pressure. *Figure 11* shows areal pressure distributions of static reservoir pressures for April 2019 and January 2020. In general, wells on the west side of the field have the lowest reservoir pressures (< 80 psig) and the east side of the field continues to be the higher pressure area.

### **B. Reservoir Pressure and Flowrate Decline**

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

In 2020, pressure build-up tests were done on 54 wells due to the Kincadee fire forcing the shutdown of Plants #1 and #2 for several weeks. Shut-in pressures for another 10 wells were estimated based on past data. The estimated average wellhead shut-in pressure is 77.5 psig. The average well on the NCPA lease flows 29,600 lb/hr at 46.6 psig.

The projected flowrate decline is shown in *Figure 13*. In 2019, the overall steam production rate averaged 1,565 klbs/hr. The flow rate in 2020 is projected to be 1,653 klbs/hr. The overall steam field decline is a harmonic 1.9%. Continued and strategic injection of water over a wide area of the reservoir is expected to enhance recovery and provide better reservoir pressure support in future years.

### **C. 2019 Generation Review**

Net generation for the NCPA Geo Facilities in 2019 was 655.8 GWhr. For FY 2019, net generation is estimated to be 647.1 GWhrs. The 2019 gross generation level was an average of 81.3 MW while net generation level averaged 74.9 MW.

### **D. 2020 Generation Forecast**

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

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

The most recently developed forecast of steam field operations is illustrated in *Figure 12*. This graph shows NCPA's 36 year historical data for both steam production and water injection, and forecasts of production and injection out to year 2044. With the startup of the Effluent Pipeline in September 1997, and with its continuous operation projected thereafter, the average annual mass replacement is approximately 100%. Water injection is capable of continually exceeding steam production in the future and if water injection continues at current levels, a gradual decline in steam production will approach a near-sustainable level of 80% of the mass of water injected.

The total amount of steam capable of being produced by NCPA through year 2044 is currently estimated at 293 billion pounds. Remaining net generation reserves are estimated to be 15,080 GWhr. *Figures 14* and *15* respectively show the projected net generation capacity and total net generation amount for 2020 through 2044. *Table 5* details the annual gross and net generation. A more detailed monthly five year forecast can be found in *Table 6*.

In 2020, it is estimated that the Geo Facilities will generate 726.6 GWhrs net. Respective gross and net generation capacity for the year are projected to be 95.1 MW gross and 85.2 MW net. An increase in generation levels from 2019 is due to the extended period of time that steam was not produced, such as the Plant 1 outage, well workovers at P and Q Sites, and downtime from Kincade Fire and. For FY 2021, the net generation amount is projected to be 738.6 GWhrs.

## **SUMMARY**

### **Steam Field Operations**

- The NCPA lease produced 12.08 Glbs steam while injecting 13.6 Glbs of water resulting in an average mass replacement of 112% for the year.
- The average gross generation level for 2019 was 81.3 MW gross while the net generation level was 74.9 MW net.
- The average water injection increased from 3,016 gpm in 2018 to 3,106 gpm in 2019.

### **2019 Reservoir Performance Review**

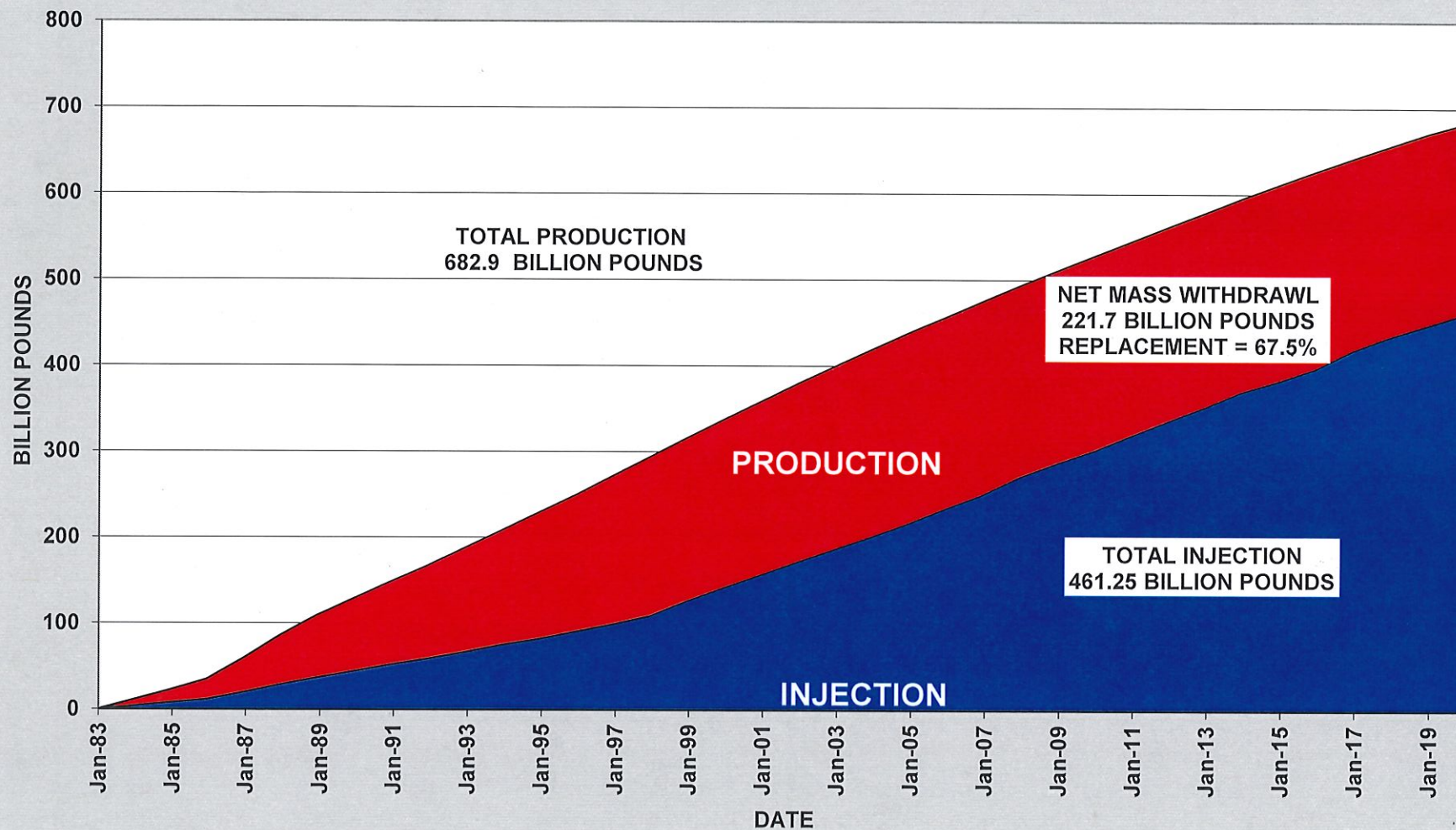
- Average shut-in wellhead pressure for the NCPA lease was 77.5 psig. The average well produces 29.6 kph at 46.6 psig.
- The steam field deliverability was 1,565 klbs/hr in 2019. The projected 2020 deliverability is 1,653 klbs/hr. The projected harmonic decline rate going forward is 1.9%.

### **2019 Generation Review and 2020 Generation Forecast**

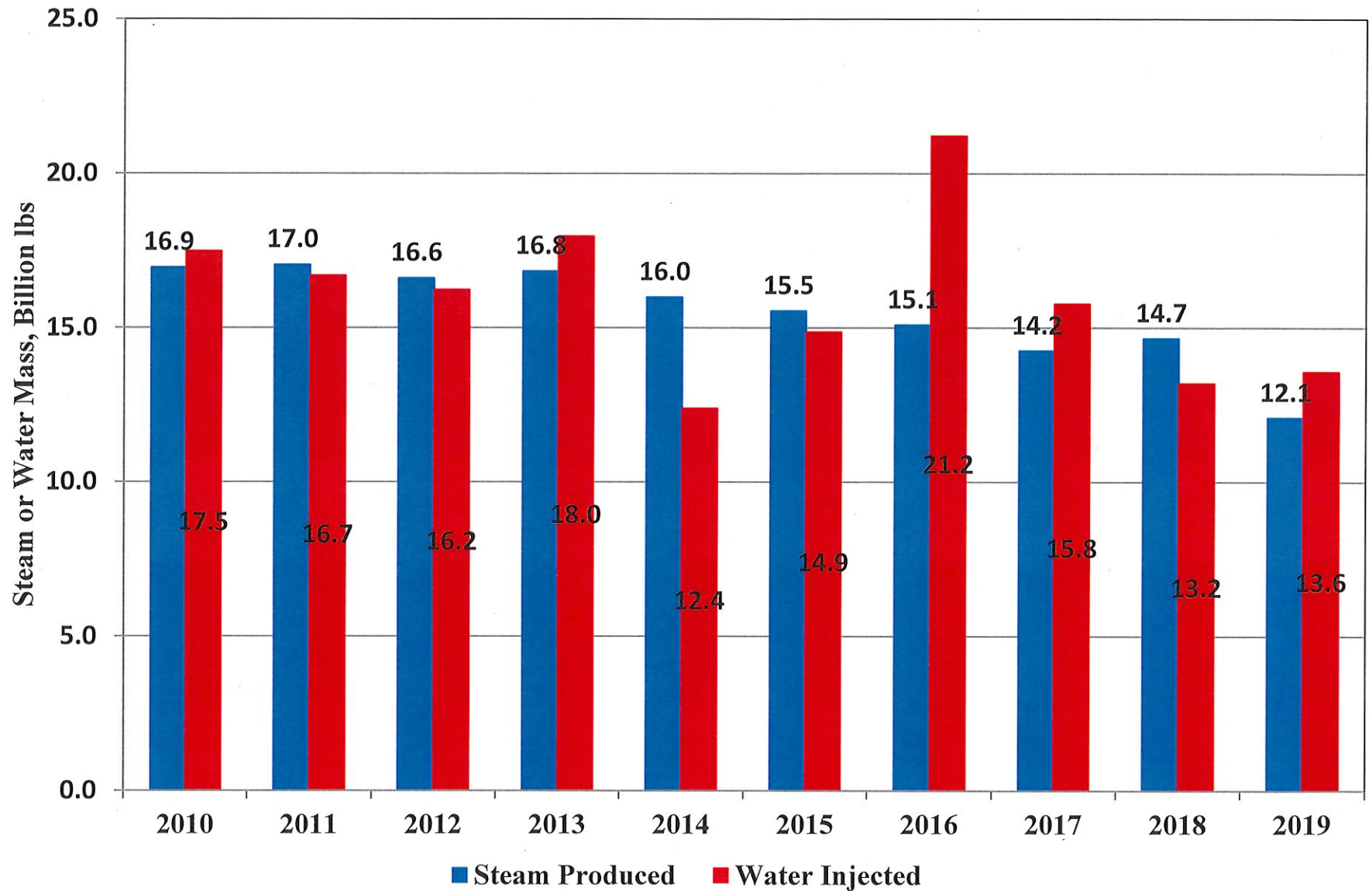
- Net generation for 2019 was 655.7 GWhrs. For FY 2019, net generation is projected to be 647.1 GWhrs.
- The generation forecast covers the period from 2020-2044. Recoverable steam reserves are 293 billion pounds with the total amount of remaining net generation estimated at 15,080 GWhr.
- The gross generation capacity for 2020 is expected to be 95.1 MW or 85.2 MW net.
- The net generation forecast for year 2020 is 726.6 GWhr net. For FY 2021, the net generation amount is projected to be 738.6 GWhrs.



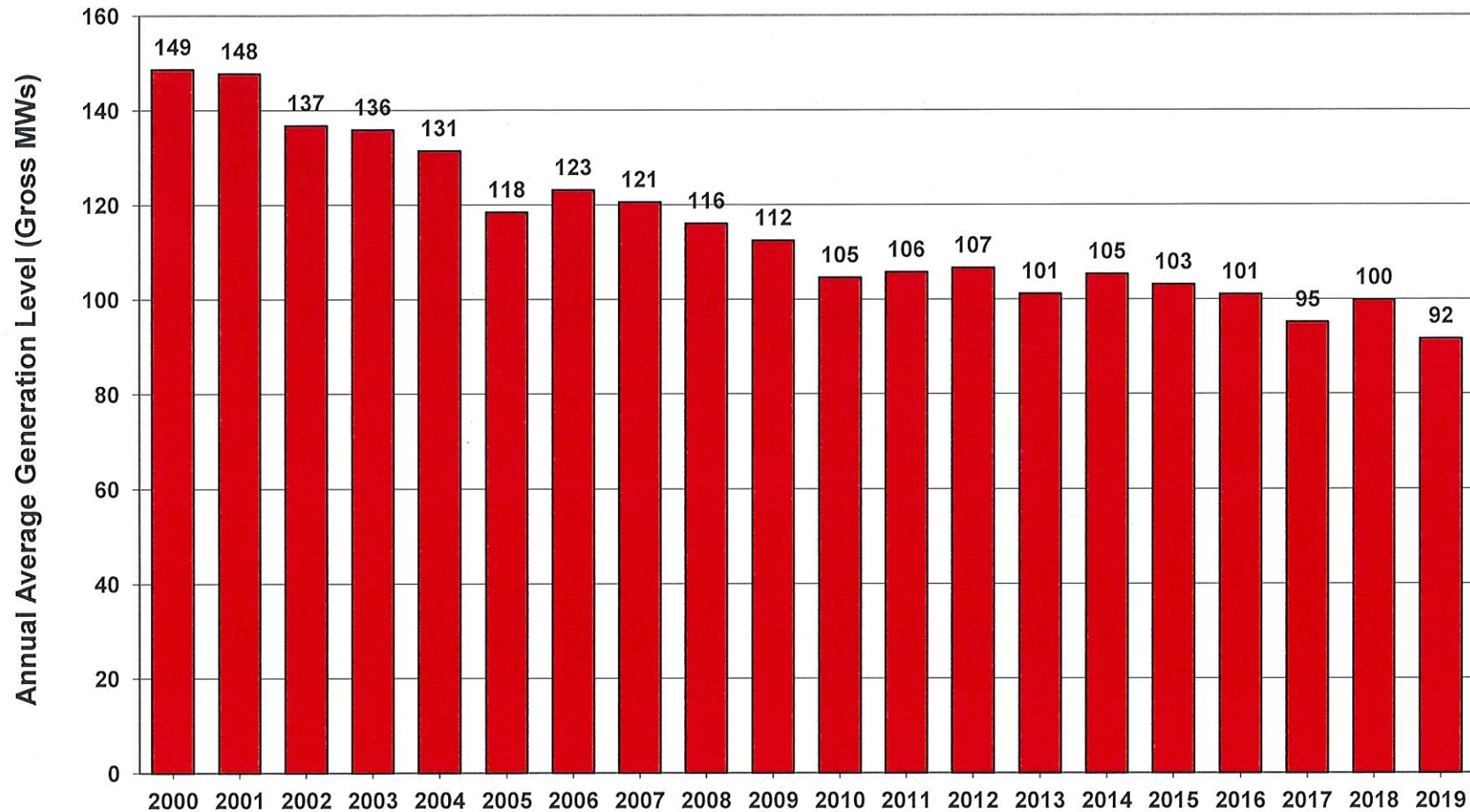
**FIGURE 1**  
**NCPA STEAMFIELD**  
**CUMULATIVE PRODUCTION AND INJECTION**



**Historical NCPA Production and Injection Levels**  
**Figure 2**



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

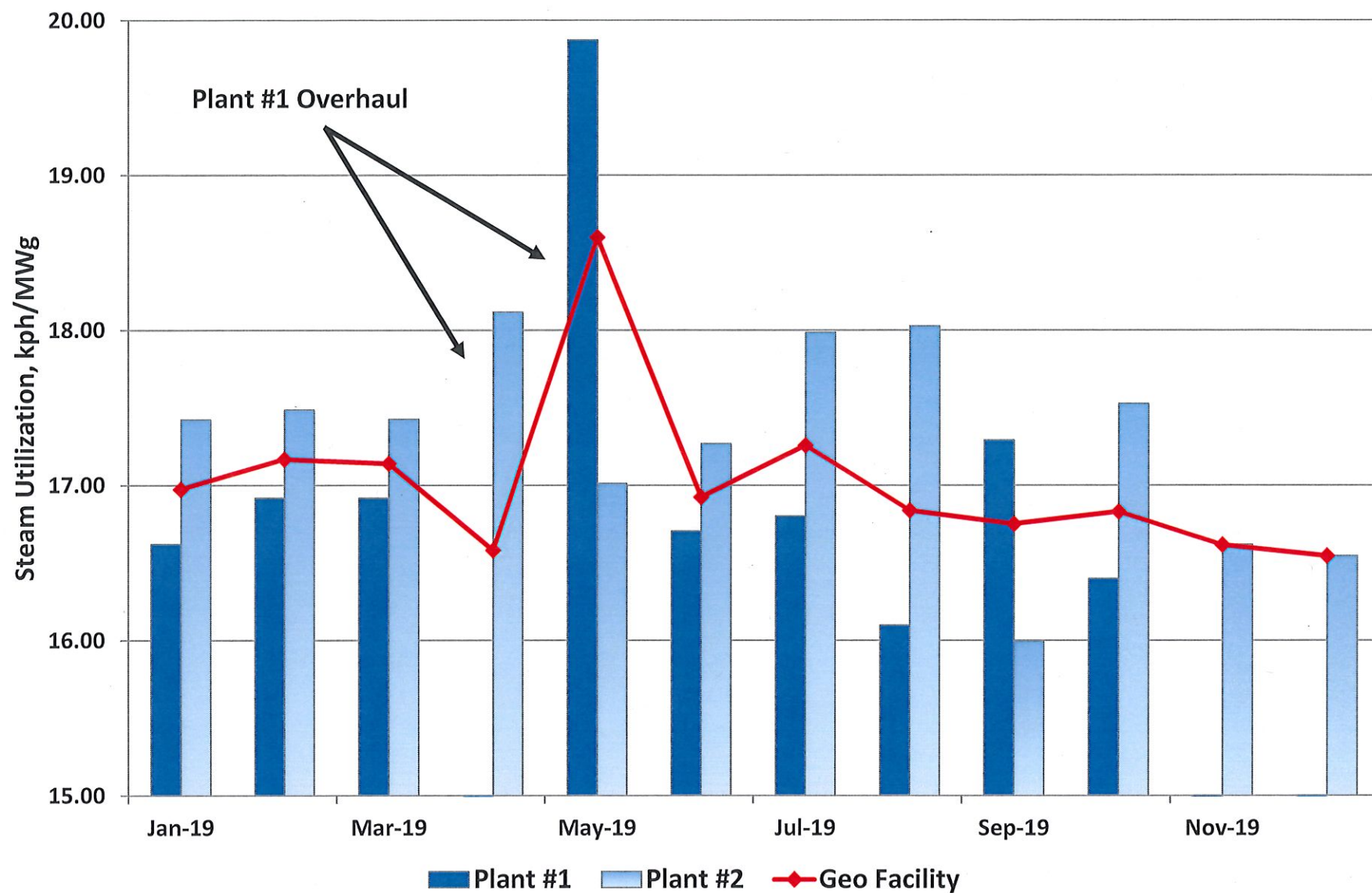


\*Generation levels include downtime for unit outages and overhauls

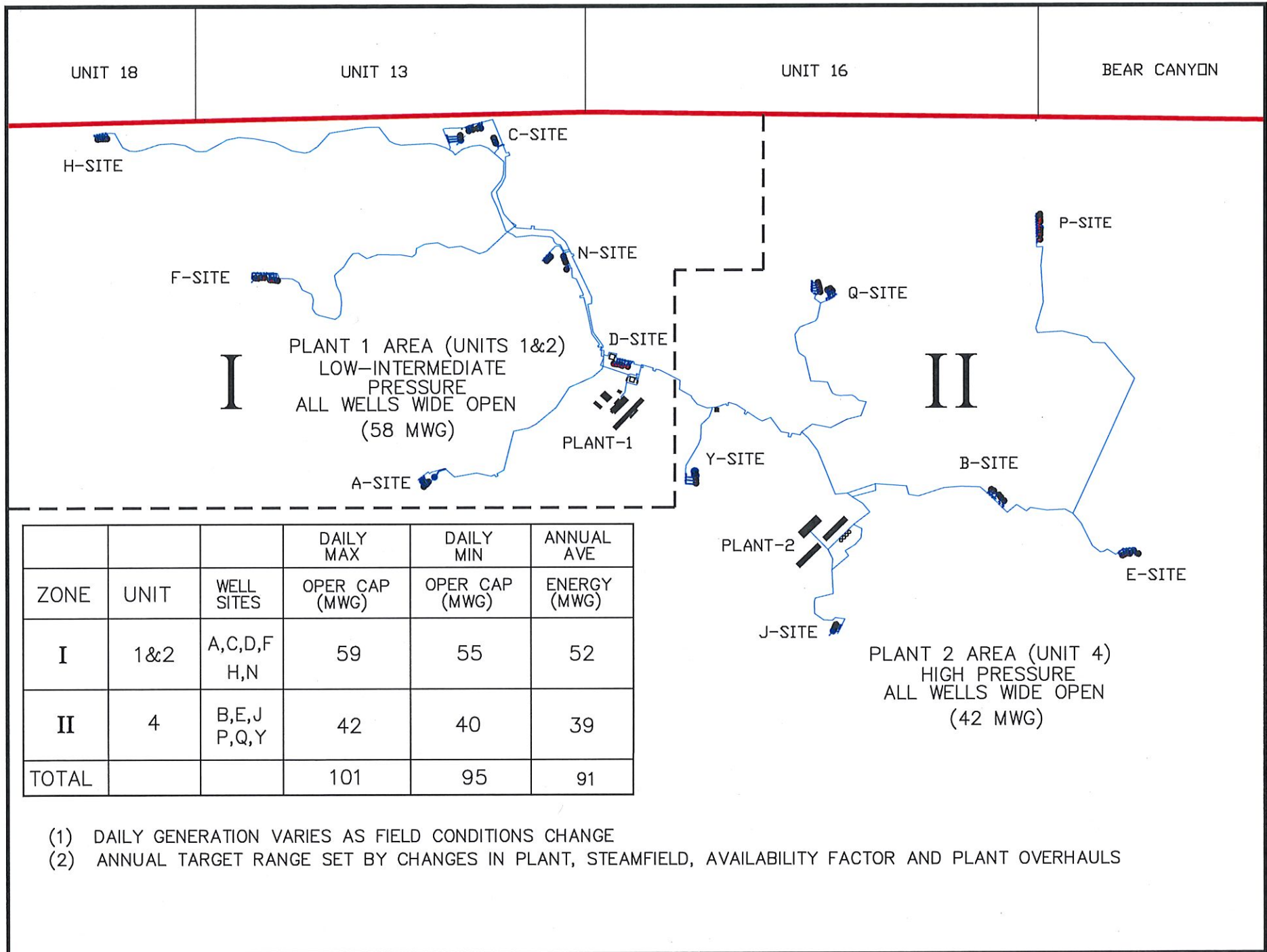


# 2019 Gross Steam Utilization

## Figure 4

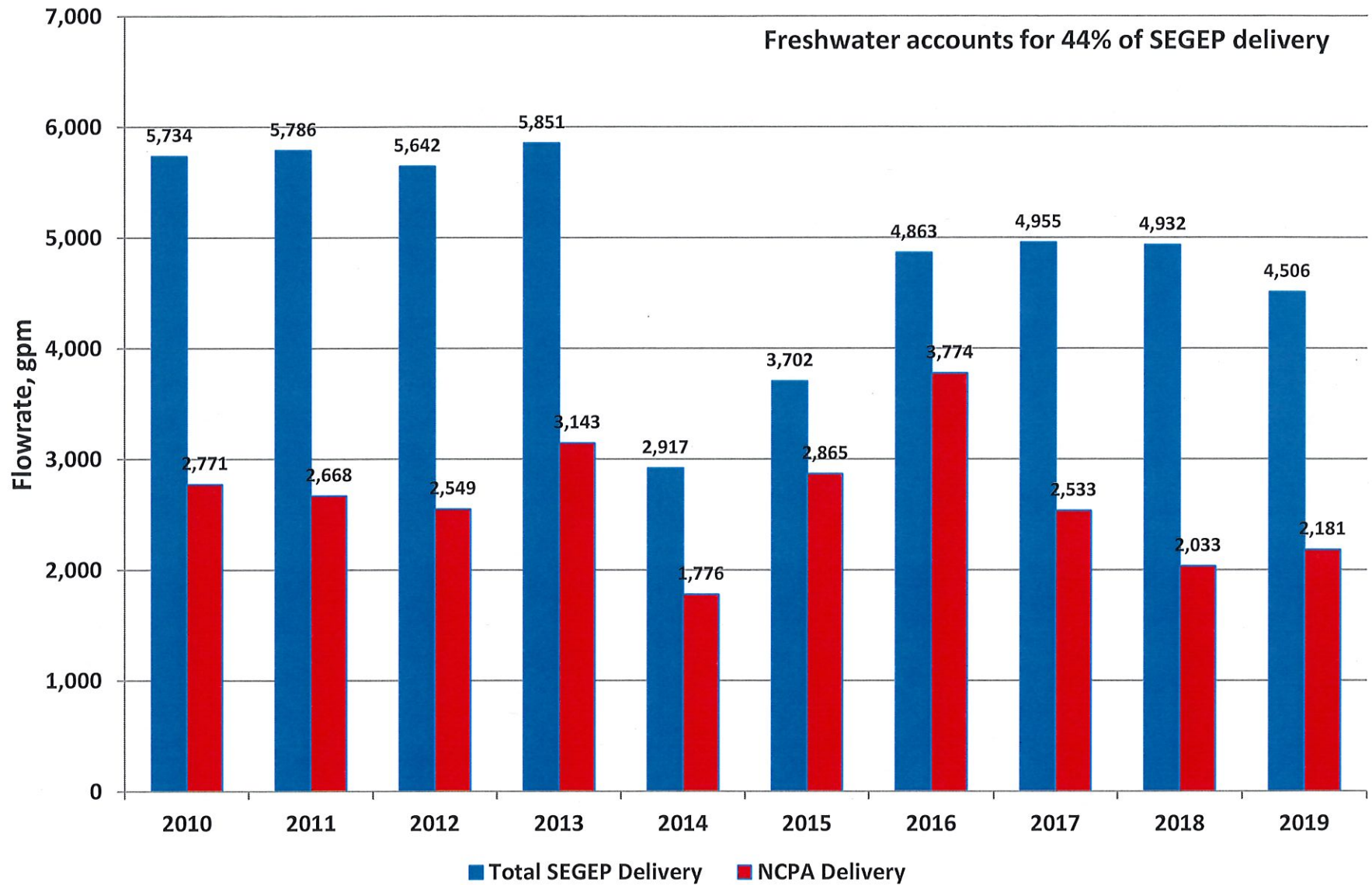


# Figure 5. GEOTHERMAL OPERATIONAL PLAN 2020

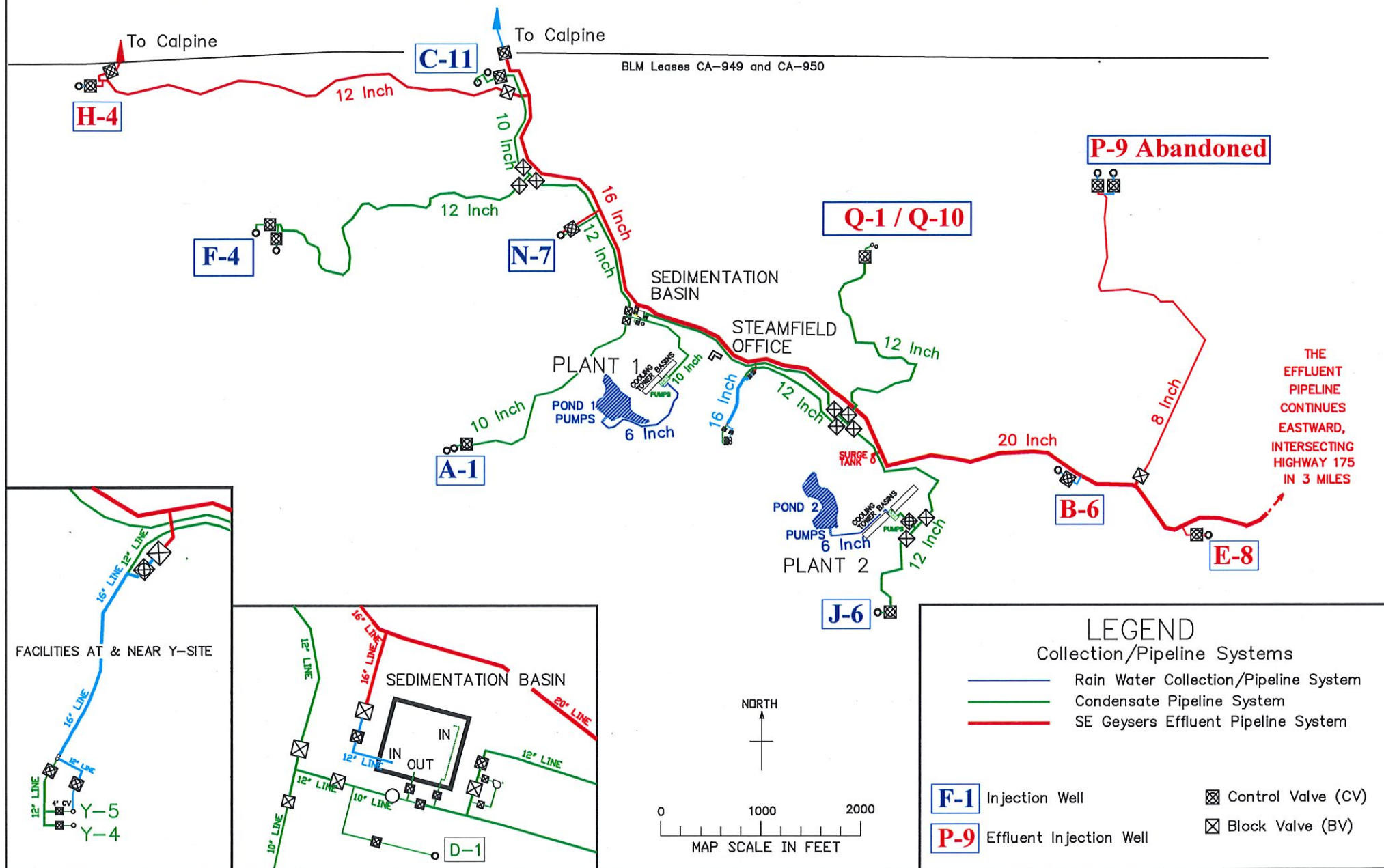




**Figure 6. History of SEGEP Deliveries Total and NCPA  
(Annual Average GPM)**

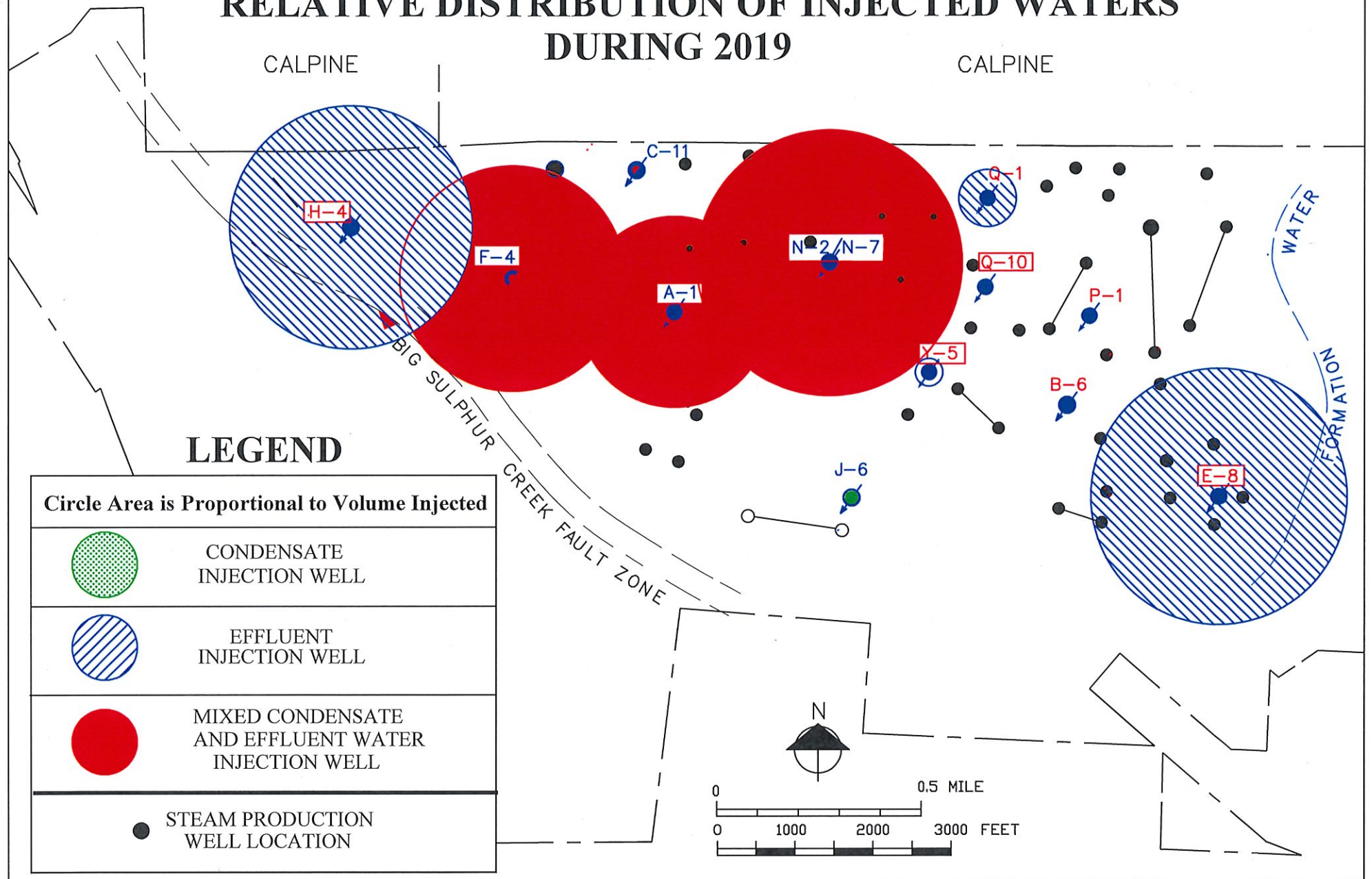


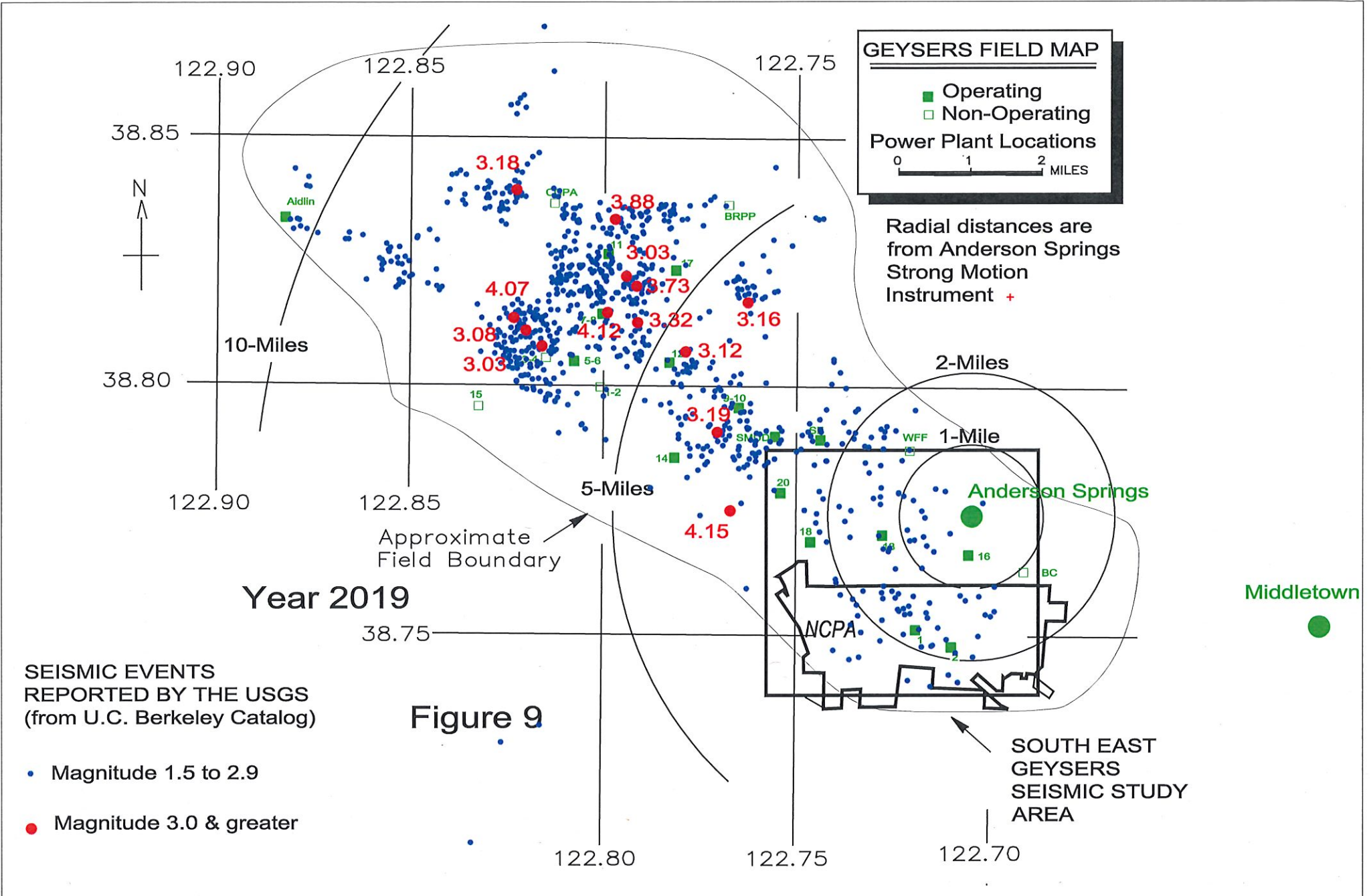
# FIGURE 7 MODIFIED PLAN OF INJECTION





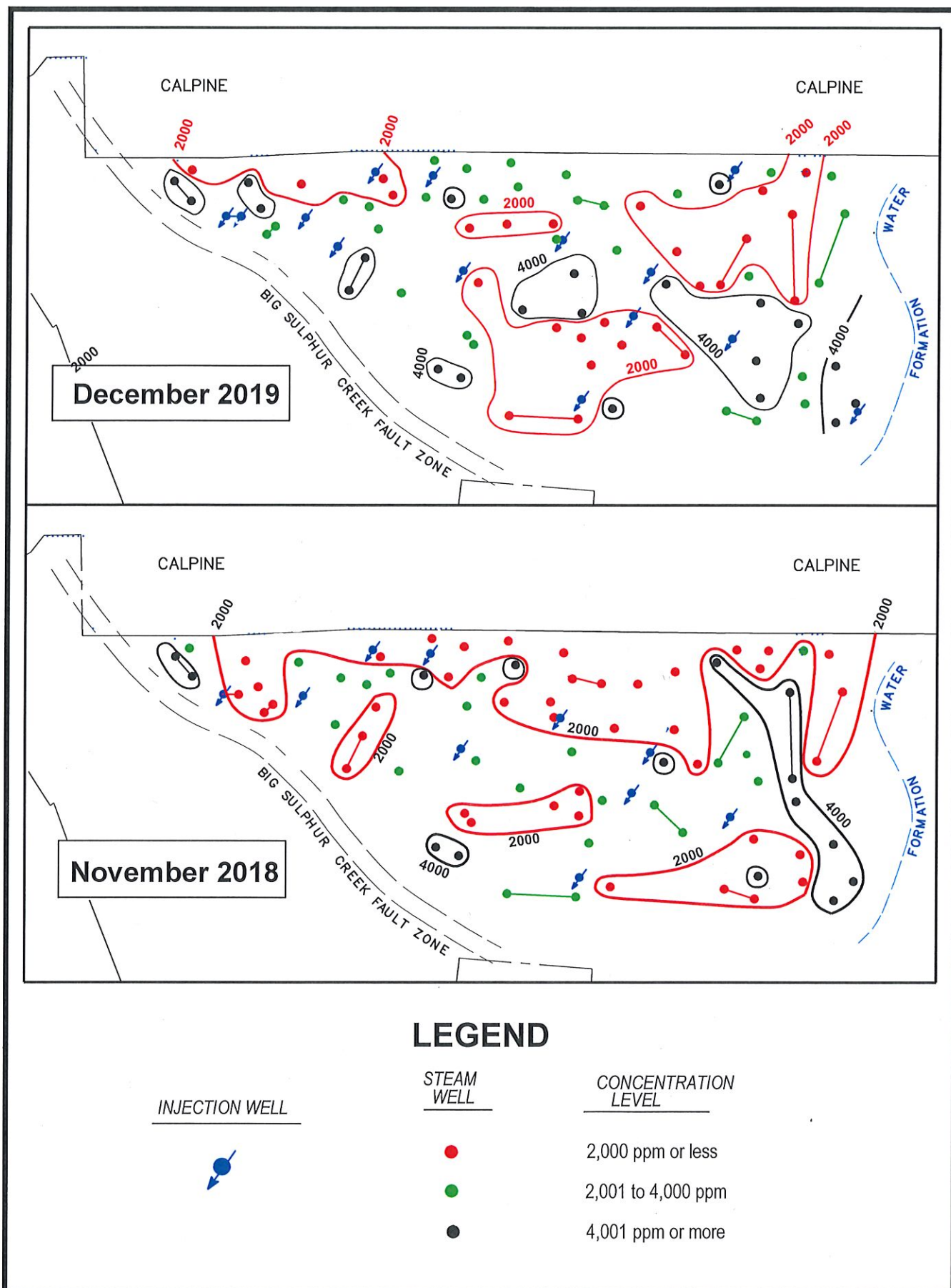
**FIGURE 8**  
**NCPA STEAM FIELD**  
**RELATIVE DISTRIBUTION OF INJECTED WATERS**  
**DURING 2019**





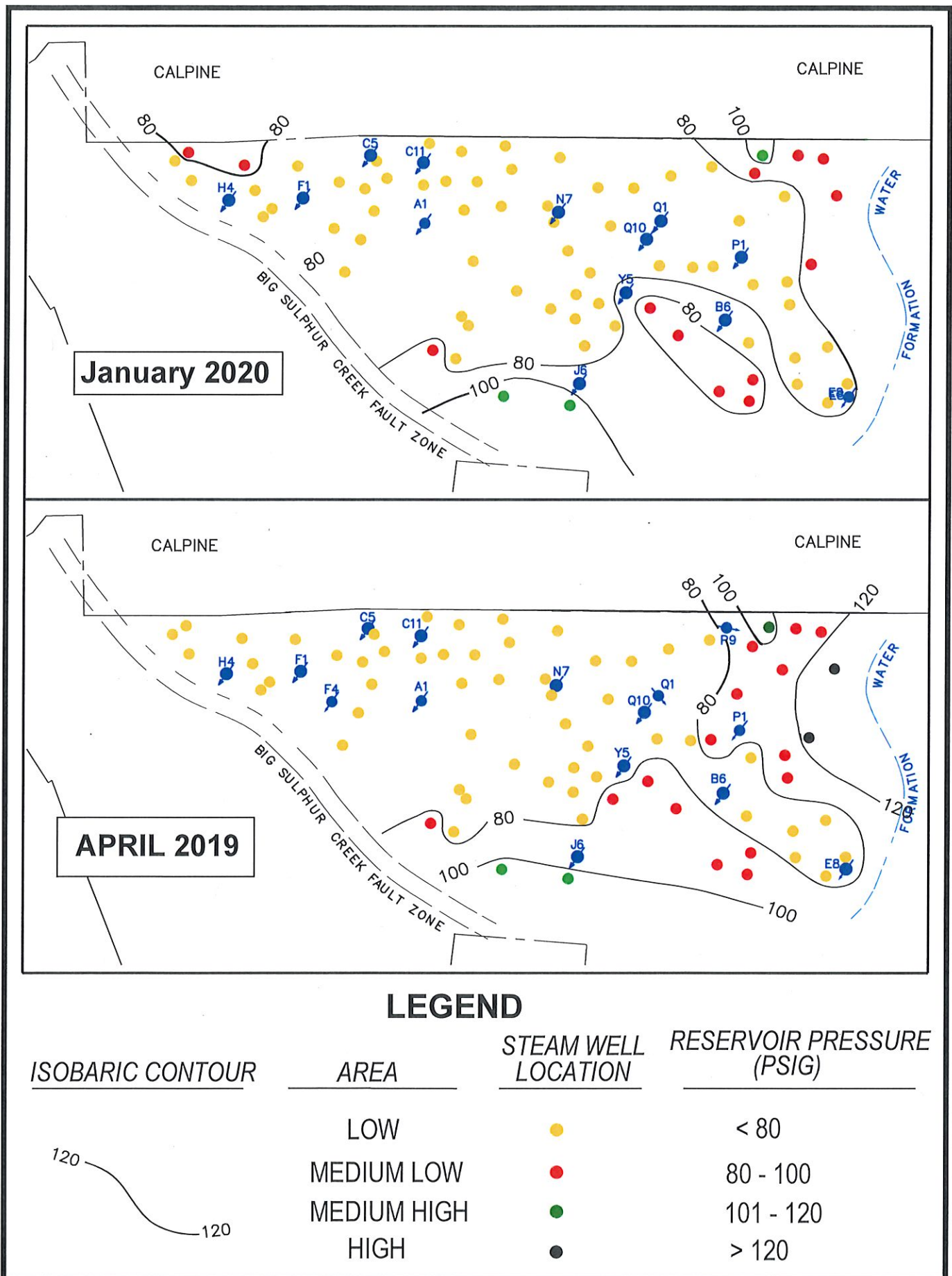


**FIGURE 10**  
**NONCONDENSABLE GAS CONCENTRATIONS**  
**IN NCPA STEAM (ppm)**



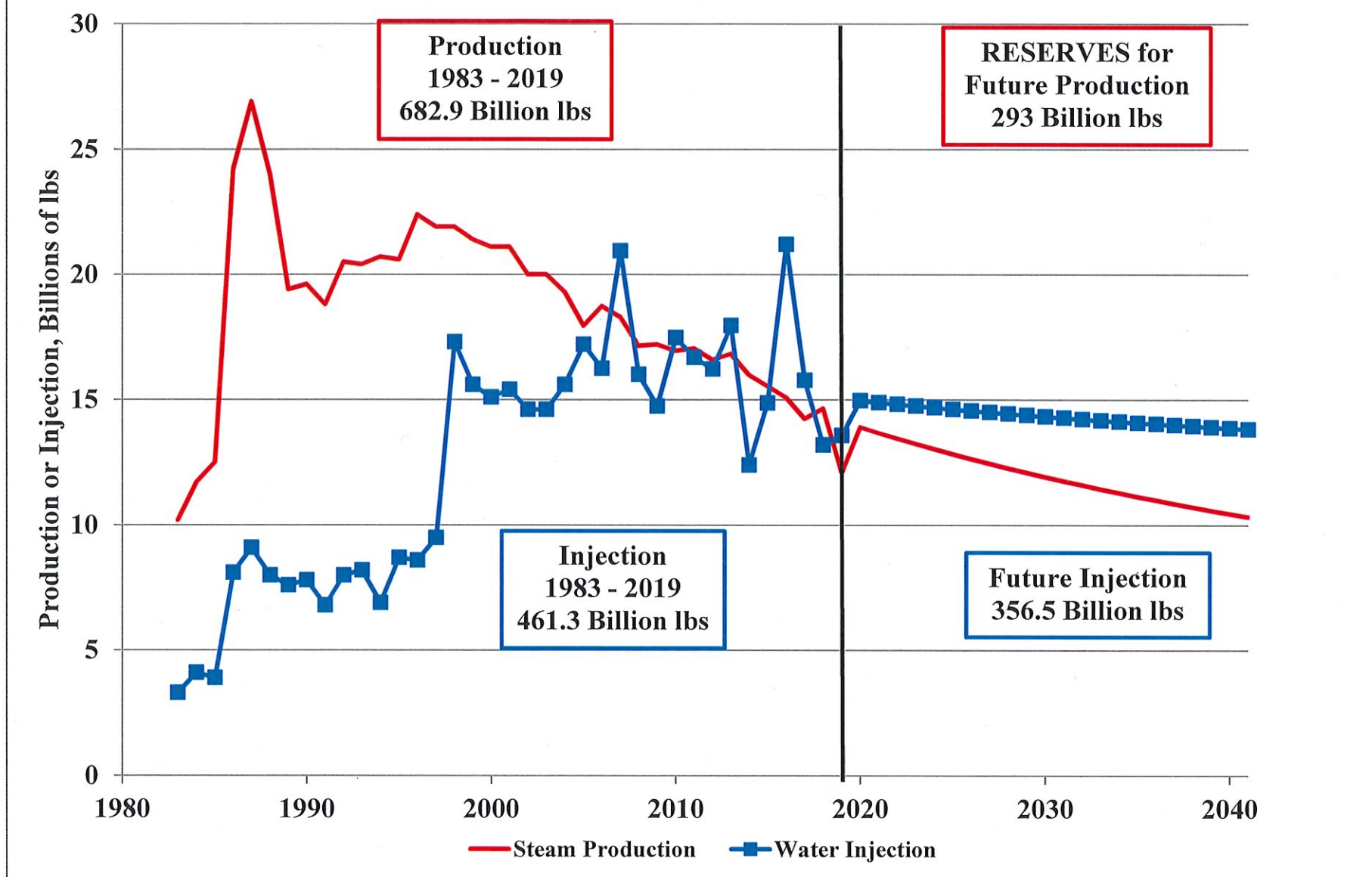
# FIGURE 11

## NCPA STEAM FIELD RESERVOIR PRESSURE



# Historical and Forecast Steam Production & Water Injection

## Figure 12

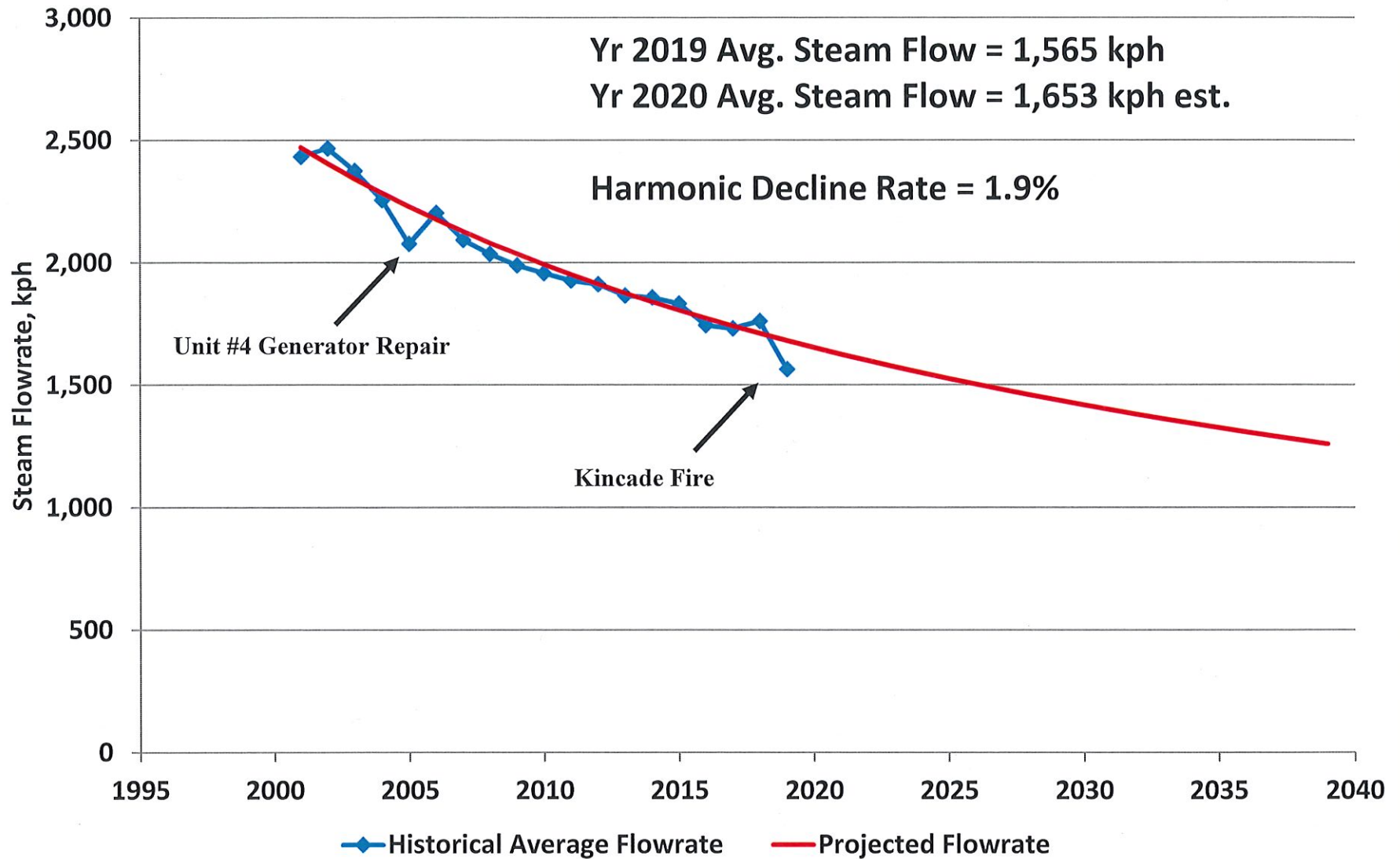




## Historical and Projected Steam Flowrates Combined

### NCPA Plant #1 & #2

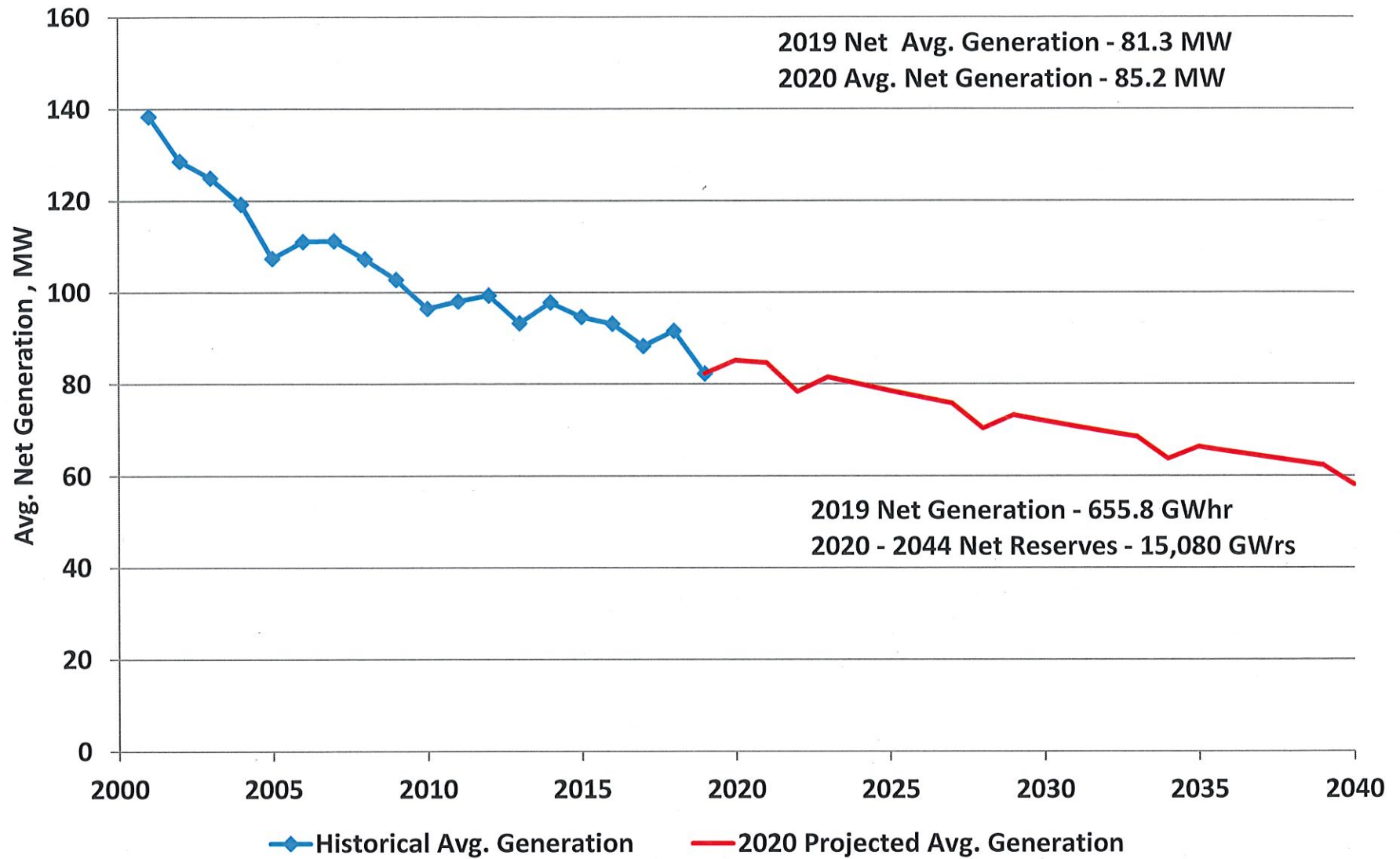
Figure 13





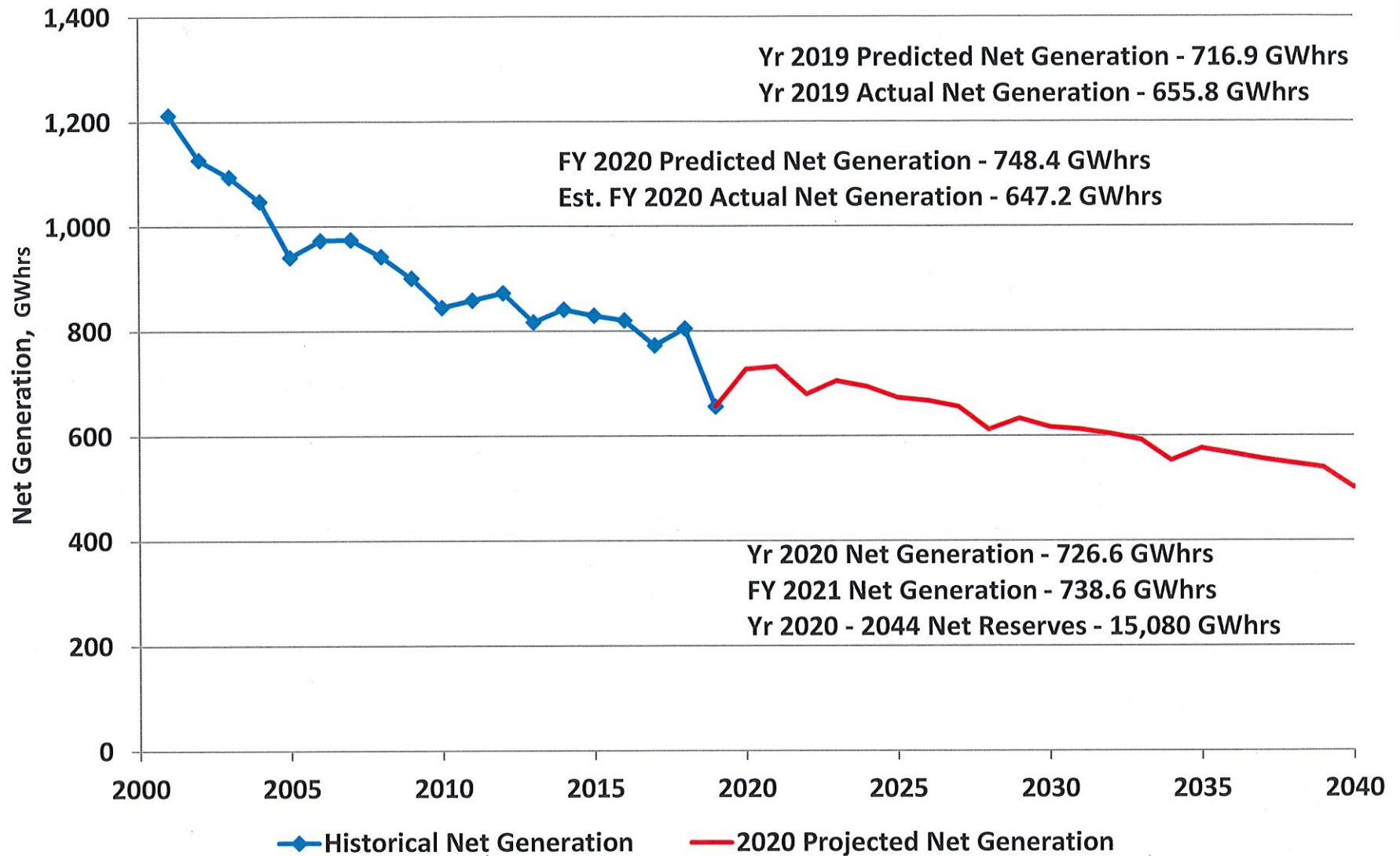
## Historical and Projected Average Net Generation Level Combined NCPA Plants #1 & #2

Figure 14



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

Figure 15



**Table 1. ANNUAL REPORT OF NCPA INJECTION AT THE GEYSERS STEAM FIELD  
for Year 2019 (in 1000 Gallons)**

[illegible]



**TABLE 2. GEOTHERMAL FACILITIES  
Summary Table**

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
<b>Generation ( gross)</b>										
(MWh)	916,437	926,368	936,868	886,004	922,995	903,299	887,299	833,211	874,403	711,902
(MW)	104.6	105.7	106.7	101.1	105.4	103.1	101.0	95.1	99.8	81.3
<b>Generation (net)</b>										
(MWh)	844,642	858,747	872,422	816,824	862,842	837,379	819,149	772,398	804,425	655,798
(MW)	96.4	98.0	99.3	93.2	98.5	95.6	93.3	88.2	91.8	74.9
<b>Protocol</b>										
(MW gross)	108	108	108	108	107	107	107	105	105	102
<b>Steam Conversion</b>										
(Lbs / Kw)	18.33	18.39	17.72	18.99	17.33	17.20	17.00	17.10	16.76	16.97
<b>Steam Delivered</b>										
(Billion Lbs)	16.8	17.035847	16.60	16.83	16.00	15.54	15.08	14.24	14.65	12.08
<b>Load Flexibility (gross)</b>										
Monthly High (MW)	109.07266	109	110	109	110	110	110	103.10	105.31	110.26
Monthly Low (MW)	62.638889	106	105	82	104	104	103	76.70	82.79	67.83
<b>Injection</b>										
Total (Billion Lbs)	17.45	16.66	16.22	17.96	12.39	14.86	21.21	15.78	13.19	13.57
Condensate (Billion Lbs)	4.96	4.79	5.00	4.21	4.62	4.20	4.94	4.64	4.36	3.86
Effluent (Billion Lbs)	12.13	11.82	11.18	13.75	7.77	12.50	16.27	11.13	8.83	9.71
<b>Mass Replacement</b>										
Annual (%)	103.9%	97.8%	97.7%	106.7%	77.5%	95.6%	140.6%	110.8%	90.0%	112.3%
Cumulative (%)	58.6%	59.8%	60.9%	62.2%	62.6%	63.4%	65.2%	66.2%	66.7%	67.5%
<b>Wells Used For Injection</b>										
	11	15	15	13	12	13	11	10	10	8
<b>NCPA Micro-seismic Activity M&gt;= 1.5</b>	55	73	81	68	58	50	64	66	57	51
<b>NCPA Micro-seismic Activity Maximum Magnitude Event</b>	2.99	3.3	2.91	3.76	4.38	2.99	3.37	2.92	3.09	2.84
<b>NCG Concentration (ppmw)</b>	2,785	2,950	3,097	3,248	3,069	3,176	3,376	3,108	3,356	

**Table 3**  
**RESERVOIR PRESSURE**  
**BY WELL 2020**

WELL	PRESS	WELL	PRESS	WELL	PRESS	WELL	PRESS
A-3	82.5	D-1	75.0	H-1	80.8	P-1	
A-4	75.7	D-2	72.0	H-2	88.9	P-2	105.9
A-5	74.0	D-6	77.8	H-3	76.6	P-4	76.5
A-6	78.0	D-7	71.0	H-4		P-5	96.1
A-SITE	77.6	D-8	78.0	H-5	76.0	P-6	96.7
		D-SITE	74.0	H-SITE	80.6	P-7	75.3
B-2	77.3	E-1	73.4	J-2	78.9	P-8	99.8
B-3	75.1	E-2	76.5	J-3	86.3	P-9	
B-4	74.3	E-3	85.5	J-4	93.5	P-SITE	91.7
B-5	73.1	E-4	72.9	J-5	114.7		
B-6		E-5	74.8	J-SITE	93.4	Q-1	
B-SITE	75.0	E-6	74.4			Q-3	71.7
		E-8				Q-4	71.4
C-1	69.5	E-SITE	76.6			Q-5	75.9
C-2	67.5			N-1	70.4	Q-6	74.1
C-4	73.5	F-1	73.0	N-2	71.0	Q-7	74.8
C-5	72.4	F-2	78.4	N-3	73.5	Q-8	75.9
C-6	71.2	F-3	76.0	N-4	73.0	Q-9	80.7
C-7	72.5	F-4		N-5	66.8	Q-SITE	73.6
C-8	72.3	F-5	79.6	N-6	69.8		
C-9	69.0	F-6	76.6	N-SITE	72.0	Y-1	75.8
C-10	75.6	F-7	74.1			Y-2	71.4
C-SITE	71.5	F-SITE	76.3			Y-3	74.5
						Y-4	
						Y-5	
						Y-SITE	73.9

**WELLS NOTED IN RED ARE ESTIMATED VALUES FROM PAST DATA**

VALUES ARE FROM PRESSURE BUILD- UP TESTS  
SHADED NUMBERS ARE FOR DATA OBTAINED FROM OTHER STATIC  
PRESSURE OBSERVATIONS

64 WELLS TESTED      AVE. WELL PRESS EQUALS      77.5 psig

AVE SITE PRESS EQUALS      78.0 psig

AVE. FLOWRATE =      29.6 kph at      46.6 psig

TABLE 4 NCG CONCENTRATIONS (PPMW) 2019 BY WELL, AND SITE AND PROJECT							
WELL		WELL		WELL		WELL	
NCG		NCG		NCG		NCG	
A-3		D-1	4539	H-1	5281	P-1	
A-4	5472	D-2	1090	H-2	951	P-2	2528
A-5	2124	D-6	1891	H-3	5927	P-4	1741
A-6	2450	D-7		H-4		P-5	1432
A-SITE	3349	D-8	1977	H-5	3737	P-6	2485
		D-SITE	1805	H-SITE	3974	P-7	1634
B-2	4984					P-8	3372
B-3	4723	E-1	10393	J-2	4798	P-9	
B-4	4019	E-2	3189	J-3	1786	P-SITE 2198	
B-5	3590	E-3	4356	J-4	3583		
B-6		E-4	4376	J-5	634	Q-1	
B-SITE	4329	E-5	8390	J-SITE	2700	Q-3	4161
		E-6	3314			Q-4	2068
C-1	2799	E-SITE	5670	N-1	953	Q-5	2164
C-2				N-2	896	Q-6	3358
C-4		F-1	759	N-3	708	Q-7	9455
C-5	12764	F-2	5402	N-4	352	Q-8	2344
C-6	5001	F-3	2371	N-5	3106	Q-9	1089
C-7	2283	F-4		N-6	2735	Q-A	
C-8	3190	F-5	1056	N-SITE	1458	Q-SITE	3520
C-9		F-6	1375				
C-A	503	F-7	2427			Y-1	4150
C-SITE	4423	F-SITE	2232			Y-2	5097
						Y-3	4155
						Y-4	4438
						Y-5	3715
						Y-SITE	4460
VALUES ARE FROM NCPA CHEM LAB ANALYSIS							
Number of wells samples wells sampled=						61	
AVG. WELL NCG =						3371	
AVG. SITE NCG =						3343	
NCG Flow Weighted Avg. =						3096	



**2020 Generation - 25 Year Forecast**  
**Table 5**

Year	Total Geo Facilities		Plant #1		Plant #2	
	Gross	Net	Gross	Net	Gross	Net
	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr	Generation GWhr
2020	800.2	726.6	492.0	436.9	308.2	289.7
2021	818.9	731.7	472.2	407.4	346.7	324.3
2022	764.6	679.1	466.0	401.2	298.6	277.9
2023	795.5	704.5	463.8	395.1	331.8	309.4
2024	784.7	693.4	459.0	390.2	325.7	303.2
2025	759.2	672.4	448.1	383.3	311.0	289.1
2026	754.1	666.9	442.5	377.6	311.7	289.3
2027	742.4	655.2	436.9	372.1	305.5	283.1
2028	700.9	611.6	436.3	367.7	264.6	243.9
2029	723.6	632.8	429.8	361.4	293.8	271.4
2030	703.0	616.2	421.0	356.2	282.0	260.1
2031	699.0	611.8	416.0	351.1	283.0	260.6
2032	690.9	603.4	412.1	347.1	278.7	256.2
2033	682.6	592.0	409.6	341.4	273.0	250.6
2034	641.1	552.2	404.8	336.6	236.3	215.6
2035	662.7	575.3	396.8	332.0	265.9	243.3
2036	653.3	565.8	393.3	328.3	260.0	237.5
2037	642.8	555.5	387.8	323.0	255.0	232.6
2038	637.5	547.1	386.7	318.7	250.8	228.4
2039	629.2	538.8	382.4	314.4	246.8	224.4
2040	585.2	500.4	375.0	310.2	210.2	190.3
2041	611.8	524.3	371.9	306.9	239.8	217.3
2042	602.4	515.2	366.9	302.1	235.5	213.1
2043	598.0	507.7	366.0	298.2	231.9	209.5
2044	590.6	500.4	362.1	294.3	228.5	206.1

Notes:

1. Assumes 3 unit operation.
2. Steam Reserves: 293.0 Billion lb.
3. Gross Reserves: 17,274 GWhr
4. Net Reserves: 15,080 GWhr
5. Plant #1 Auxiliary Load is fixed at 7.5 MW.  
Plant #2 Auxiliary Load is fixed at 2.58 MW.
6. Plant availability is 99.5% or a forced outage rate of 43.8 hrs per year.
7. See Table 5B for scheduled outages.

## 2020 Generation Capacity - 25 Year Forecast

Table 5A

Year	Plant #1		Plant #2		Total	
	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net
	Gen.	Gen.	Gen.	Gen.	Gen.	Gen.
	MW	MW	MW	MW	MW	MW
2020	55.4	47.9	39.7	37.3	95.1	85.2
2021	54.6	47.1	40.1	37.5	94.7	84.7
2022	53.9	46.4	34.3	31.9	88.2	78.3
2023	53.2	45.7	38.4	35.8	91.6	81.5
2024	52.5	45.0	37.6	35.0	90.1	80.0
2025	51.8	44.3	36.8	34.2	88.6	78.6
2026	51.2	43.7	36.1	33.5	87.2	77.2
2027	50.5	43.0	35.3	32.8	85.9	75.8
2028	49.9	42.4	30.3	27.9	80.2	70.3
2029	49.3	41.8	34.0	31.4	83.3	73.2
2030	48.7	41.2	33.4	30.8	82.1	72.0
2031	48.1	40.6	32.7	30.2	80.9	70.8
2032	47.5	40.0	32.2	29.6	79.7	69.6
2033	47.0	39.5	31.6	29.0	78.6	68.5
2034	46.4	38.9	27.1	24.8	73.6	63.7
2035	45.9	38.4	30.5	27.9	76.4	66.3
2036	45.4	37.9	30.0	27.4	75.4	65.3
2037	44.9	37.4	29.5	26.9	74.4	64.3
2038	44.4	36.9	29.0	26.4	73.4	63.3
2039	43.9	36.4	28.6	26.0	72.4	62.3
2040	43.4	35.9	24.6	22.2	68.0	58.1
2041	42.9	35.4	27.7	25.1	70.6	60.5
2042	42.4	34.9	27.2	24.7	69.7	59.6
2043	42.0	34.5	26.8	24.2	68.8	58.7
2044	41.5	34.0	26.4	23.8	68.0	57.9

\* Average generation levels plants are capable of achieving.



**2020 Scheduled Outages - 25 Year Forecast**  
**Table 5B**

Year	Plant #1		Plant #2
	Unit 1 Scheduled Outages hrs	Unit 2 Scheduled Outages hrs	Unit 4 Scheduled Outages hrs
2020	184	270	1188
2021	72	72	72
2022	72	72	1008
2023	72	72	72
2024	72	72	72
2025	672	672	72
2026	72	72	72
2027	72	72	72
2028	72	72	1008
2029	72	72	72
2030	72	72	72
2031	672	672	72
2032	72	72	72
2033	72	72	72
2034	72	72	1008
2035	72	72	72
2036	72	72	72
2037	672	672	72
2038	72	72	72
2039	72	72	72
2040	72	72	1008
2041	72	72	72
2042	72	72	72
2043	672	672	72
2044	72	72	72

Note: Plant #2 out in Yr 2020 for excessive turbine vibration.  
 Replaced turbine rotor & repaired diaphragms in April 2020.

**2020 Generation - 5 Year Forecast**

**Table 6**

Date	Total Geo Facilities		Plant #1		Plant #2	
	Gross	Net	Gross	Net	Gross	Net
	Generation GWHr	Generation GWHr	Generation GWHr	Generation GWHr	Generation GWHr	Generation GWHr
Jan-20	48.6	46.5	12.0	11.7	36.6	34.8
Feb-20	55.7	52.8	37.0	35.0	18.7	17.7
Mar-20	74.7	69.5	50.8	47.0	23.9	22.5
Apr-20	56.8	51.2	56.8	51.2	0.0	0.0
May-20	74.0	67.6	53.4	48.3	20.5	19.4
Jun-20	69.1	61.9	39.7	34.3	29.4	27.6
Jul-20	71.3	63.8	41.0	35.4	30.3	28.4
Aug-20	71.2	63.7	40.9	35.4	30.3	28.4
Sep-20	68.8	61.6	39.6	34.2	29.3	27.4
Oct-20	70.6	63.2	40.6	35.1	30.0	28.1
Nov-20	68.6	61.4	39.5	34.1	29.1	27.3
Dec-20	70.8	63.3	40.7	35.2	30.1	28.1
Jan-21	70.7	63.2	40.7	35.1	30.0	28.1
Feb-21	63.8	57.0	36.7	31.7	27.0	25.3
Mar-21	67.6	60.3	40.6	35.1	27.0	25.3
Apr-21	64.2	57.5	35.3	30.5	28.9	27.0
May-21	70.3	62.8	40.5	35.0	29.8	27.9
Jun-21	67.9	60.7	39.2	33.8	28.8	26.9
Jul-21	70.1	62.6	40.4	34.9	29.7	27.7
Aug-21	70.0	62.5	40.4	34.8	29.6	27.7
Sep-21	67.6	60.4	39.0	33.7	28.6	26.7
Oct-21	69.8	62.3	40.3	34.7	29.5	27.6
Nov-21	67.4	60.2	38.9	33.6	28.5	26.6
Dec-21	69.6	62.1	40.2	34.6	29.4	27.5
Jan-22	69.5	62.0	40.2	34.6	29.3	27.4
Feb-22	62.7	55.9	36.2	31.2	26.4	24.7
Mar-22	40.1	34.5	40.1	34.5	0.0	0.0
Apr-22	49.0	42.3	34.8	30.0	14.1	12.3
May-22	69.1	61.6	40.0	34.4	29.1	27.2
Jun-22	66.8	59.5	38.6	33.3	28.1	26.3
Jul-22	68.9	61.4	39.9	34.3	29.0	27.1
Aug-22	68.8	61.3	39.8	34.3	29.0	27.0
Sep-22	66.5	59.3	38.5	33.1	28.0	26.1
Oct-22	68.6	61.1	39.8	34.2	28.9	26.9
Nov-22	66.3	59.1	38.4	33.1	27.9	26.0
Dec-22	68.4	60.9	39.7	34.1	28.7	26.8
Jan-23	68.3	60.9	39.6	34.1	28.7	26.8
Feb-23	61.6	54.9	35.7	30.7	25.9	24.1
Mar-23	65.4	58.1	39.5	34.0	25.8	24.1
Apr-23	65.8	55.3	38.2	29.6	27.6	25.8
May-23	68.0	60.5	39.5	33.9	28.5	26.6
Jun-23	65.7	58.4	38.1	32.8	27.5	25.7
Jul-23	67.8	60.3	39.4	33.8	28.4	26.5
Aug-23	67.7	60.2	39.3	33.8	28.3	26.4
Sep-23	65.4	58.2	38.0	32.6	27.4	25.5
Oct-23	67.5	60.0	39.2	33.7	28.2	26.3
Nov-23	65.2	58.0	37.9	32.6	27.3	25.4
Dec-23	67.3	59.8	39.2	33.6	28.1	26.2
Jan-24	67.2	59.7	39.1	33.6	28.1	26.2
Feb-24	62.8	55.8	36.5	31.4	26.2	24.4
Mar-24	64.3	57.0	39.0	33.5	25.3	23.5
Apr-24	64.8	54.3	37.7	29.1	27.0	25.2
May-24	66.8	59.4	39.0	33.4	27.9	26.0
Jun-24	64.6	57.4	37.6	32.3	26.9	25.1
Jul-24	66.6	59.2	38.9	33.3	27.8	25.9
Aug-24	66.6	59.1	38.8	33.3	27.7	25.8
Sep-24	64.3	57.1	37.5	32.1	26.8	24.9
Oct-24	66.4	58.9	38.7	33.2	27.6	25.7
Nov-24	64.1	56.9	37.4	32.1	26.7	24.9
Dec-24	66.2	58.7	38.6	33.1	27.5	25.6

# 2020 Generation Capacity - 5 Year Forecast\*

Table 6A

Year	Plant #1		Plant #2		Total	
	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net	Avg. Gross	Avg. Net
	Gen. MW	Gen. MW	Gen. MW	Gen. MW	Gen. MW	Gen. MW
Jan-20	55.7	48.2	49.2	46.8	104.9	95.0
Feb-20	55.7	48.2	26.9	25.5	82.5	73.6
Mar-20	55.6	48.1	32.1	30.3	87.7	78.4
Apr-20	55.5	48.0	41.2	38.6	96.8	86.7
May-20	55.5	48.0	41.2	38.6	96.6	86.5
Jun-20	55.4	47.9	41.1	38.5	96.5	86.4
Jul-20	55.3	47.8	41.0	38.4	96.3	86.2
Aug-20	55.3	47.8	40.9	38.3	96.2	86.1
Sep-20	55.2	47.7	40.8	38.2	96.1	86.0
Oct-20	55.2	47.7	40.8	38.2	95.9	85.8
Nov-20	55.1	47.6	40.7	38.1	95.8	85.7
Dec-20	55.0	47.5	40.6	38.0	95.6	85.5
Jan-21	55.0	47.5	40.5	37.9	95.5	85.4
Feb-21	54.9	47.4	40.4	37.9	95.4	85.3
Mar-21	54.9	47.4	40.4	37.8	95.2	85.1
Apr-21	54.8	47.3	40.3	37.7	95.1	85.0
May-21	54.7	47.2	40.2	37.6	95.0	84.9
Jun-21	54.7	47.2	40.1	37.6	94.8	84.7
Jul-21	54.6	47.1	40.1	37.5	94.7	84.6
Aug-21	54.5	47.0	40.0	37.4	94.5	84.4
Sep-21	54.5	47.0	39.9	37.3	94.4	84.3
Oct-21	54.4	46.9	39.8	37.3	94.3	84.2
Nov-21	54.4	46.9	39.8	37.2	94.1	84.0
Dec-21	54.3	46.8	39.7	37.1	94.0	83.9
Jan-22	54.2	46.7	39.6	37.0	93.9	83.8
Feb-22	54.2	46.7	39.6	37.0	93.7	83.6
Mar-22	54.1	46.6	0.0	0.0	54.1	46.6
Apr-22	54.1	46.6	19.7	17.1	73.8	63.7
May-22	54.0	46.5	39.3	36.7	93.3	83.2
Jun-22	53.9	46.4	39.3	36.7	93.2	83.1
Jul-22	53.9	46.4	39.2	36.6	93.1	83.0
Aug-22	53.8	46.3	39.1	36.5	92.9	82.9
Sep-22	53.8	46.3	39.0	36.5	92.8	82.7
Oct-22	53.7	46.2	39.0	36.4	92.7	82.6
Nov-22	53.6	46.1	38.9	36.3	92.5	82.5
Dec-22	53.6	46.1	38.8	36.2	92.4	82.3
Jan-23	53.5	46.0	38.8	36.2	92.3	82.2
Feb-23	53.5	46.0	38.7	36.1	92.2	82.1
Mar-23	53.4	45.9	38.6	36.0	92.0	81.9
Apr-23	53.4	45.9	38.6	36.0	91.9	81.8
May-23	53.3	45.8	38.5	35.9	91.8	81.7
Jun-23	53.2	45.7	38.4	35.8	91.7	81.6
Jul-23	53.2	45.7	38.4	35.8	91.5	81.4
Aug-23	53.1	45.6	38.3	35.7	91.4	81.3
Sep-23	53.1	45.6	38.2	35.6	91.3	81.2
Oct-23	53.0	45.5	38.1	35.6	91.1	81.1
Nov-23	52.9	45.4	38.1	35.5	91.0	80.9
Dec-23	52.9	45.4	38.0	35.4	90.9	80.8
Jan-24	52.8	45.3	37.9	35.3	90.8	80.7
Feb-24	52.8	45.3	37.9	35.3	90.6	80.6
Mar-24	52.7	45.2	37.8	35.2	90.5	80.4
Apr-24	52.7	45.2	37.7	35.1	90.4	80.3
May-24	52.6	45.1	37.7	35.1	90.3	80.2
Jun-24	52.5	45.0	37.6	35.0	90.2	80.1
Jul-24	52.5	45.0	37.5	35.0	90.0	79.9
Aug-24	52.4	44.9	37.5	34.9	89.9	79.8
Sep-24	52.4	44.9	37.4	34.8	89.8	79.7
Oct-24	52.3	44.8	37.3	34.8	89.7	79.6
Nov-24	52.3	44.8	37.3	34.7	89.5	79.4
Dec-24	52.2	44.7	37.2	34.6	89.4	79.3

\* Average generation levels plants are capable of achieving.

**TABLE 7**  
**2020 FORECAST OF GEOTHERMAL PRODUCTION AND**  
**INJECTION**

TIME STEP	DATE	STEAM	COND	WATER
		PROD. BLBS	INJ BLBS	INJ BLBS
1	2020	13.9	4.4	15.0
2	2021	13.7	4.4	14.9
3	2022	13.5	4.3	14.8
4	2023	13.2	4.2	14.7
5	2024	13.0	4.2	14.7
6	2025	12.8	4.1	14.6
7	2026	12.6	4.0	14.6
8	2027	12.5	4.0	14.5
9	2028	12.3	3.9	14.4
10	2029	12.1	3.9	14.4
11	2030	11.9	3.8	14.3
12	2031	11.8	3.8	14.3
13	2032	11.6	3.7	14.2
14	2033	11.4	3.7	14.2
15	2034	11.3	3.6	14.1
16	2035	11.1	3.6	14.1
17	2036	11.0	3.5	14.0
18	2037	10.9	3.5	14.0
19	2038	10.7	3.4	13.9
20	2039	10.6	3.4	13.9
21	2040	10.5	3.3	13.9
22	2041	10.3	3.3	13.8
23	2042	10.2	3.3	13.8
24	2043	10.1	3.2	13.7
25	2044	10.0	3.2	13.7

NOTES :

1. CUM. PRODUCTION AND INJECTION 1983-2019 682.9    Billion Lbs Steam  
461.3    Billion Lbs Water
2. TOTAL WATER IS CONDENSATE + EFFLUENT + LAKE + POND
3. FUTURE STEAM PRODUCTION 2020-2044 = 293.0    Billion Lbs
4. FUTURE WATER INJECTION 2020-2044 = 356.5    Billion Lbs



# Commission Staff Report – *DRAFT*

**Date:** May 6, 2020

**COMMISSION MEETING DATE:** May 28, 2020

**SUBJECT:** NCPA Wildfire Mitigation Plan Assessment Report and Revisions; Applicable to the following projects: All NCPA Facilities

**AGENDA CATEGORY:** Consent

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

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



## **RECOMMENDATION:**

Approval of Resolution 20-XX for the NCPA 2020 Wildfire Mitigation Plan, with updated revisions based on the qualified independent evaluators recommendations.

It is recommended that this item be placed on the Commission Consent calendar.

## **BACKGROUND:**

Public Utilities Code, Division 4.1, Chapter 6 Wildfire Mitigation, Code 8387 requires electric utilities to assess the risk of catastrophic wildfire posed by a utility's overhead electrical lines and equipment. In response to this requirement, NCPA created its Wildfire Mitigation Plan, to reduce the risk of NCPA facilities igniting wildfire, including identifying preventative maintenance procedures and practices. The NCPA Wildfire Mitigation Plan was approved in the December 5, 2019 Commission Meeting.

As required in Section 8 of NCPA's Wildfire Mitigation Plan, NCPA must contract with a qualified independent evaluator to review and assess the comprehensiveness of the plan. The assessment report must be presented at a NCPA Commission meeting and posted to the NCPA website. NCPA hired Dudek to complete this evaluation.

NCPA will now seeking commission approval to NCPA 2020 Wildfire Mitigation Plan; to include the recommendations provided by the qualified independent evaluator, revise the Wildfire Mitigation Plan from Version 1.0 to 1.1 to reflect recommendations, and post the Wildfire Mitigation Plan 1.1 to NCPA Website.

## **FISCAL IMPACT:**

Any expenses associated with the preventative maintenance procedures and practices included in the plan are already covered in previously approved Plant budgets. The plan also includes investigation of potential risk reduction measures that, if implemented, may require additional budget dollars. Those amounts are not known or established at this time.

## **ENVIRONMENTAL ANALYSIS:**

Work associated with this Project is categorically exempt under Class 1, 3, 4, and 11 Exemptions under CEQA guidelines 15301(b), 15303, 15304, and 15311 and is therefore categorically exempt from CEQA. Class 1 is the "existing facilities" exemption, which includes the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use. Class 3 is installation of small new equipment and facilities in small structures; Class 4 is minor alterations in the condition of the land; and, Class 11 is construction or placement of minor structures accessory to existing facilities. All necessary Federal, State and County notifications will be made before commencing the work.

A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, for this class of work and was filed in Lake and Sonoma Counties, and in Alpine, Calaveras, San Joaquin, and Tuolumne Counties.

**COMMITTEE REVIEW:**

Committee review pending.

Respectfully submitted,

RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution
- NCPA Wildfire Mitigation Plan



## RESOLUTION 20-XX

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING NCPA WILDFIRE MITIGATION PLAN REVISIONS

(reference Staff Report #xxx:20)

WHEREAS, Public Utilities Code, Division 4.1, Chapter 6 Wildfire Mitigation Code 8387 requires electric utilities to assess the risk of catastrophic wildfire posed by a utility's overhead electrical lines and equipment; and

WHEREAS, California Senate Bill 901, passed on September 21, 2018, further stipulates additional and more prescriptive plan requirements must be met beginning on January 1, 2020; and

WHEREAS, NCPA's Wildfire Mitigation Plan was approved by the NCPA Commission at its December 5, 2019 meeting (SR: 233:19; Reso: 19-100); and

WHEREAS, as required in Section 8 of the Wildfire Mitigation Plan, NCPA hired an outside consultant to review and assess the comprehensiveness of this Wildfire Mitigation Plan, including recommended updates to the plan; and

WHEREAS, work associated with this Project is categorically exempt under Class 1, 3, 4, and 11 Exemptions under CEQA guidelines 15301(b), 15303, 15304, and 15311 and is therefore categorically exempt from CEQA. Class 1 is the "existing facilities" exemption, which includes the repair, maintenance, or minor alteration of existing public structures, facilities, mechanical equipment, involving negligible or no expansion of use. Class 3 is installation of small new equipment and facilities in small structures; Class 4 is minor alterations in the condition of the land; and, Class 11 is construction or placement of minor structures accessory to existing facilities. All necessary Federal, State and County notifications will be made before commencing the work. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013, for this class of work and was filed in Lake and Sonoma Counties, and in Alpine, Calaveras, San Joaquin, and Tuolumne Counties; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves the NCPA 2020 Wildfire Mitigation Plan with updated revisions based on the qualified independent evaluators recommendations.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote on roll call:

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

\_\_\_\_\_  
ROGER FRITH  
CHAIR

ATTEST:

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

# NORTHERN CALIFORNIA POWER AGENCY WILDFIRE MITIGATION PLAN

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**VERSION 1.1**

## **VERSION HISTORY**

*Version 1.0 - NCPA Commission approved on December 5, 2019 per Resolution 19-100*

*Version 1.1 – NCPA Commission approved with qualified independent evaluator recommendations (evaluation report for public review included in appendix) issue May 28, 2020 per Resolution 20-xyz*

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## EXECUTIVE SUMMARY

Northern California Power Agency (NCPA) has prepared the following Wildfire Mitigation Plan (WMP) in accordance with California Public Utilities Commission (CPUC) regulation 8387 (SB 901). NCPA is a Joint Powers Agency, which owns and operates several electrical generation facilities to support its members' generation needs.

The objective of this WMP is to reduce the risk of wildfires that could be ignited or propagated by NCPA electrical equipment or facilities in high fire threat locations. The plan describes the range of activities that NCPA is taking to mitigate the threat of power line-ignited wildfires, including its current programs, policies, and procedures as well as future plans to decrease risk and improve resiliency. The plan has prioritized the prevention of elements that create a wildfire event: 1) fuel, or geographic conditions represented by the California Department of Forestry and Fire Protection (CAL FIRE) and the CPUC risk maps, and 2) ignition, represented by facilities subject to creating a fire. The facility types of highest interest are open wire power lines (transmission and distribution) that are near heavy vegetation or forest.

NCPA has no retail customers. As such, this report focuses exclusively on NCPA electrical facilities with minimal discussion regarding customer communication typical of other utility WMPs.

## 1. OVERVIEW

### 1.A. POLICY STATEMENT

The Northern California Power Agency (NCPA), a California Joint Action Agency, has an overarching goal to provide safe, reliable, and economic electric service to its public power members and associate members. To meet this goal, NCPA constructs, maintains, and operates its equipment in a manner that minimizes the risk of wildfire ignition and propagation caused by NCPA-owned and -operated electric utility equipment (generation, generation tie-lines, and distribution).

### 1.B. PURPOSE OF THE WILDFIRE MITIGATION PLAN

The objective of this Wildfire Mitigation Plan (WMP) is to reduce the risk of wildfires that could be ignited or propagated by NCPA electrical equipment or facilities in high fire threat locations.

The plan describes the range of activities that NCPA is taking to mitigate the threat of power line-ignited wildfires, including its current programs, policies, and procedures as well as future plans to decrease risk and improve resiliency. This plan is subject to direct supervision by the NCPA Commission and is implemented by the NCPA General Manager. This plan complies with the requirements of Public Utilities Code section 8387 (origin SB-901) for publicly owned electric utilities to prepare a wildfire mitigation plan by January 1, 2020, and to review and update it annually thereafter.

Historically, NCPA has continuously improved its practices to minimize wildfire risks. This includes:

- A transmission line vegetation management program that is compliant with North American Electric Reliability Corporation Standard FAC-003 and CAL FIRE regulations
- Compliance with CAL FIRE and California Public Utilities Commission regulations and guidance for overhead distribution and transmission lines
- CAL FIRE emergency response plans
- Power management/dispatch response procedures
- Periodic equipment inspections and safe work practices
- Workforce training

This WMP is in response to the requirements of California Senate Bill 901 (SB-901). It supersedes a prior plan drafted and approved prior to SB-901, specifically pursuant to Public Utilities Code, Division 4.1, Chapter 6 Wildfire Mitigation (effective January 1, 2017).

In 2019, NCPA initiated the development of this current WMP. NCPA hired POWER Engineers (POWER) to evaluate NCPA's electrical facilities, processes, and documentation based on the design, configuration, operations, maintenance, and condition of NCPA facilities in relation to their potential to initiate a wildfire event. The evaluation included consideration of NCPA system descriptions, record design/construction documents, typical facilities layouts, basic fire protection system features, data sheets, inspection practices and procedures, baseline vegetation conditions, potential climate change effects, vegetation management practices, fire threat and hazard maps, and other documentation.

The investigation also included limited on-site surveys for better understanding of the general design, configuration, and condition of NCPA equipment and the surrounding environment for identification of associated risks.

POWER then prepared a wildfire mitigation report with prioritized recommendations for potential improvement. The analysis and recommendations of that report formed the basis for development of site-specific implementation plans with action items scheduled on the basis of risk and cost. These plans provide guidance for NCPA to identify, correct, remediate, or employ new or better methods to be prepared for, reduce, and eliminate the risk of wildfires in and around NCPA facilities. The conclusions of the wildfire mitigation report also helped inform the development of this WMP.

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### 1.B.1. COORDINATION WITH LOCAL AGENCIES

NCPA's local coordination efforts related to wildfire mitigation include regular meetings for its Emergency Action Plan process. For example, the NCPA Hydroelectric facility hosts an annual face-to-face meeting with local emergency management agencies including: the U.S. Forest Service; CAL FIRE; sheriff departments for Calaveras, Tuolumne, and Alpine Counties; California Highway Patrol; California Department of Parks and Recreation (Calaveras Big Trees State Park); and others. In addition, a separate annual meeting is held with the U.S. Forest Service, since many NCPA Hydroelectric facilities are located on U.S. Forest Service lands. Wildfire mitigation is one of the agenda items that is always explicitly discussed.

The NCPA Hydroelectric and Geothermal facilities also coordinate vegetation management activities with CAL FIRE and routinely utilize CAL FIRE (in cooperation with California Department of Corrections Conservation Fire Camp labor) for vegetation management and wildfire mitigation around the facilities. Additionally, NCPA Geothermal facility staff meet annually with Pacific Gas and Electric (PG&E), Calpine (operator of other geothermal facilities at the Geysers), CAL FIRE, the Bureau of Land Management, and Lake County Sanitation District.



## 1.C. ORGANIZATION OF THE WILDFIRE MITIGATION PLAN

This WMP includes the following elements:

- Objectives of the plan
- Roles and responsibilities for carrying out the plan
- Identification of key wildfire risks and risk drivers
- Description of wildfire prevention, mitigation, and response strategies and programs
- Metrics for evaluating the performance of the plan and identifying areas for improvement
- Review and validation of the plan
- Timelines

## 2. GOALS

### 2.A. MINIMIZING SOURCES OF IGNITION

The primary goal of this WMP is to minimize the probability that NCPA's transmission and distribution system may be the origin or contributing source for the ignition of a fire. NCPA's priorities include facility improvement projects as well as continued and improved inspection, maintenance, and vegetation management practices. NCPA has evaluated and will continue to evaluate and implement prudent and cost-effective improvements to its physical assets, operations, and training that can help to meet this objective.

### 2.B. RESILIENCY OF THE ELECTRIC GRID

The secondary goal of this WMP is to improve the resiliency of the electric grid. As part of the development of this plan, NCPA has assessed and will continue to assess new industry practices and technologies that will reduce the likelihood of an interruption (frequency) in service and improve the restoration (duration) of service.

### 2.C. IDENTIFYING UNNECESSARY OR INEFFECTIVE ACTIONS

The final goal for this WMP is to measure the effectiveness of specific wildfire mitigation strategies. Where a particular action, program component, or protocol is determined to be unnecessary or ineffective, NCPA will assess whether a modification or replacement is merited. This plan will also help determine if more cost-effective measures would produce the same or improved results.

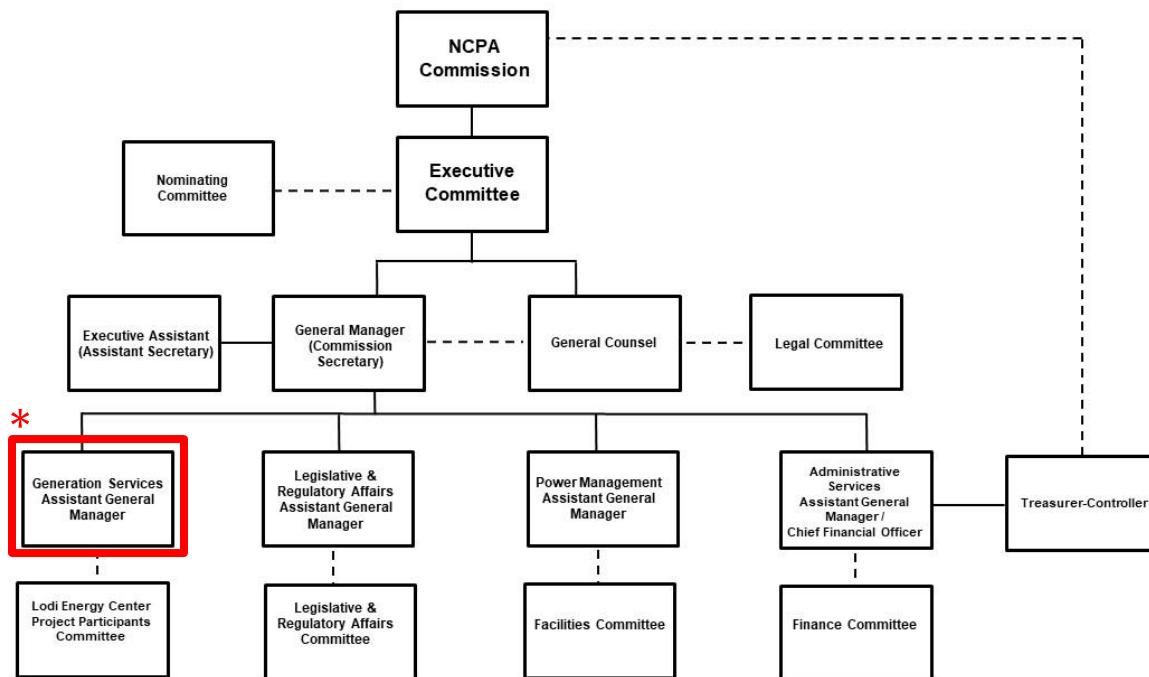
NCPA's current and planned wildfire risk mitigation activities will be formally reviewed annually according to this WMP regarding the effectiveness of ongoing practices, investigation of new technologies, and changing climate and ground conditions to continually prioritize the highest value activities for fire risk mitigation.

### 3. ROLES AND RESPONSIBILITIES

#### 3.A. UTILITY GOVERNANCE STRUCTURE

NCPA is governed by a Commission that maintains several committees, including an Executive Committee, a Nominating Committee, a Legal Committee, a Legislative & Regulatory Affairs Committee, a Facilities Committee, and a Finance Committee. The Executive Committee includes a Chair, Vice Chair, and seven at-large representatives.

Among its approximately 160 employees, NCPA has an internal management team, including a General Manager; an Assistant General Manager for Legislative & Regulatory Affairs; an Assistant General Manager for Power Management; an Assistant General Manager for Generation Services; an Assistant General Manager for Finance & Administrative Services; a General Counsel; and an Executive Assistant & Assistant Secretary to the Commission.



\*The red box above indicates the responsible department of the North Fork Stanislaus Hydroelectric Project (Hydro) and Geyser's Geothermal (Geo) Projects. NCPA Plant managers serve under the Generation Services General Manager.

### 3.B. WILDFIRE PREVENTION

NCPA's organizational responsibilities with respect to wildfire mitigation correspond to its two main facility locations that reside in high fire threat areas: the North Fork Stanislaus Hydroelectric Project (Hydro) and Geyser's Geothermal (Geo) Projects. Hydro and Geothermal plant managers have responsibility for operations at each respective generating facility. The plant supervisors at each location are responsible for the workforce training and execution of all policies and procedures related to fire risks, equipment design, maintenance, inspection, vegetation management, and operations for all activities at their facilities.

The NCPA Dispatch Center in Roseville, under the direction of the Assistant General Manager for Power Management, has jurisdictional and operational responsibilities for the generator tie lines, including procedures for Operating Instructions and Emergency Assistance (NCPA-PM-108) and Emergency Operating Guidelines for the Collierville-Bellota 230 kV Lines (NCPA-PM-201).

Under the direction of the Assistant General Manager for Generation Services, the plant managers are responsible for implementation and execution of the WMP with respect to their facilities (see notes in Section 3A, Governance Structure Diagram). In coordination with the NCPA Dispatch Center, the plant managers coordinate activities with internal and external entities necessary to operate and react to wildfire activity.

Additionally, all NCPA employees are responsible for:

- Performing good housekeeping practices
- Maintaining their work areas free of potentially flammable materials
- Participating in fire prevention and suppression training as required

### 3.C. WILDFIRE RESPONSE AND RECOVERY

The objective of crisis management is to provide direction for rapid performance of hazard assessment, prioritization, notification, and applicable actions. NCPA has evaluated potential hazards in the work environment and surrounding areas and has worked with local authorities to develop emergency response plans for each facility that address mitigation of hazards and effective response. The goals are to protect personnel, the public, the environment, and the assets of NCPA.

NCPA utilizes a number of resources to communicate emergency or hazardous conditions to personnel (including non-NCPA personnel) at geothermal plants, powerhouses, and associated facilities and locations. These resources include two-way radio communications equipment, cell phones, satellite phones, telephone landlines, email, and the Internet.

The agency maintains separate emergency response plans for Geothermal and Hydro generation projects. The plans provide guidance and emergency resources for: fire events, unplanned, sudden or non-sudden hazardous materials/waste releases, air emissions exceedances, natural or manmade disasters (earthquakes, floods, bomb threats, or suspected terrorist or sabotage events, etc.), or emergency hazards.

Any accident or incident requiring emergency response and support from external agencies shall be reported to the appropriate NCPA plant supervisor. The type and severity of the event(s) shall determine the appropriate response and course of action.

The NCPA Dispatch Center is the main point of contact for PG&E on any public safety power shutoff (PSPS) notification affecting any of NCPA's or members' generation and member loads. The NCPA Dispatch Center's responsibility is to provide relevant PG&E PSPS notification to affected members based on phone messages or emails received from PG&E through its Everbridge mass notification system. The NCPA Dispatch Center will also follow up on the Everbridge PSPS notifications with information on any planned power shutoff events based on PG&E's PSPS websites or direct PG&E communication where current and real-time information is available.

### 3.D. COORDINATION WITH WATER UTILITIES/DEPARTMENT

The power from the NCPA generation facilities is delivered to the California Independent System Operator (CAISO) grid. Unlike a typical public utility, NCPA does not have a defined service territory nor does NCPA deliver or provide power directly to any water utilities. However, the NCPA Hydroelectric Project does transport and deliver water owned by two (2) water utilities through infrastructure (dams and tunnels) operated by NCPA. One of those entities, the Calaveras County Water District (CCWD) owns the hydro facilities that NCPA operates to deliver this water. The Utica Water and Power Authority (UWPA) also receives some of their water through the same facilities. It is important to note that neither curtailment of NCPA generation facilities nor de-energization of the NCPA powerlines has any impact on the abilities of CCWD or UWPA to obtain water. NCPA routinely communicates and coordinates with CCWD and UWPA, and both entities are included on communication flow charts for the relevant emergency plans, such as the Emergency Response Plans.

### 3.E. COORDINATION WITH COMMUNICATION INFRASTRUCTURE PROVIDERS

NCPA does not provide power directly to any communication infrastructure providers and therefore does not routinely coordinate or communicate with communication infrastructure providers related to wildfire mitigation or power outages.

### 3.F. MUTUAL AID AGREEMENTS

NCPA members are uniquely and ideally qualified to assist with the emergency replacement of poles and wires that are necessary to return electric distribution and communication facilities to normal operating condition. However, mutual aid agreements have also long been utilized by publicly owned utilities during times of need. These agreements are usually formed and exercised among neighboring utilities as proximity allows for quick response and less travel expenses. Additionally, mutual aid agreements that have a broader geographical reach, allowing for the provision of aid from utilities across the state or nation, can provide better protection from large regional events that may result in neighboring utilities having to respond to the same emergency events. NCPA is a member of the California Utilities Emergency

Association, which plays a key role in ensuring communications between utilities during emergencies and maintains a mutual aid agreement for its members. As a member of the American Public Power Association (APPA), NCPA and its members can also authorize APPA mutual aid agreements.

## 4. WILDFIRE RISKS AND DRIVERS

NCPA electrical infrastructure consists of the following facilities that are in Moderate to Very High CAL FIRE Hazard Severity Zones (2009) and/or Tier 2/3 CPUC Fire Threat Zones (2018). See Appendix 1.

NCPA Project	NCPA Facility	Cal Fire Hazard Severity Zone (2009)			CPUC Fire Threat Zone (2018)	
		Moderate	High	Very High	Tier 2	Tier 3
North Fork Stanislaus Hydroelectric Project (Hydro)	Collierville Powerhouse 11523 Camp 9 Rd., Murphys, CA	-	-	X	X	-
	New Spicer Meadows Powerhouse 38.393735, -	-	-	X	-	-
	McKay's Point Diversion Dam	-	-	X	-	X
	McKay's 17kV Service Line	-	-	600 ft.	-	600 ft.
	Beaver Creek 38°14'02.94" N 120°16'43.50" W	-	-	X	-	X
	Collierville-Bellota 230kV Gen-	10 miles	11 miles	15 miles	25 miles	-
Geysers Geothermal	Plant 1, Middletown, CA	-	-	X	-	X
	Plant 2, Middletown, CA	-	-	X	-	X
	230 kV Gen-Tie Line	-	-	2.5 miles	-	2.5 miles
	Effluent Pump System and 21 kV Service Line	-	-	3 miles	-	3 miles
	Steam Field and Delivery (includes	-	-	8 miles	-	8 miles

NCPA is also a 6.13% co-tenant of the Castle Rock Junction-Lakeville 230 kV Transmission Line in the Geysers area. This line is located in a Tier 3 CPUC Fire Threat Zone and is operated and maintained by PG&E; it is included within the scope of the PG&E Wildfire Mitigation Plan.

### 4.A. RISKS ASSOCIATED WITH TOPOGRAPHIC AND CLIMATOLOGICAL FACTORS

Multiple wildfire risk drivers have been identified from recent wildfires. These include drought conditions, vegetation type and density, weather conditions (high winds and climate change), and local topographic features (terrain). Vegetation and climate conditions are discussed in section 5.

Primary risk drivers are weather and climate. Weather and climate include extended drought periods, changing weather patterns, and high winds. These weather and climate factors affect vegetation conditions, including vegetation health, type and density. Stressed vegetation is prone to disease, insect infestations, and increased mortality rates.

Physical conditions, such as terrain and high winds, affect fire risks. These factors influence fire movement and direction, and control migration rates. Generally, fires move upslope without strong winds, while high winds (i.e. Diablo winds) rapidly drive fires primarily in the same direction



as the wind. Topographic features, such as steep canyons, create localized conditions that affect fire movement and rates.

Several of the risk drivers are interrelated:

- **Extended drought:** Extended drought periods result in multiple stress factors for vegetation: dry trees and brush, higher susceptibility to disease and insects, easier ignition, faster burn rate, etc.
- **Vegetation type:** Fire risk is partially dependent upon vegetation type. Some vegetation burns quickly (e.g. dry grass), while other types burn hotter (e.g. hardwood trees such as oak). Each vegetation type presents its own unique challenges for vegetation management and control.
- **Vegetation density:** Vegetation density directly affects wildfire hazards. Dense vegetation generally represents the highest hazard level, while sparse vegetation density is substantially lower risk. Vegetation density is often associated with weather conditions and local micro-climates.
- **Weather:** Weather conditions include precipitation, humidity, storms, and winds. Each factor affects wildfire risks. Lightning strikes associated with thunderstorms or dry lightning are a natural cause of wildfires.
- **High winds:** High winds drive wildfires. They also down trees and sometimes down power lines. In turn, downed power lines are potential ignition sources and the documented cause of some major wildfires in California.
- **Terrain:** Topographic features and terrain affect wildfire migration and area-specific risks. Fires generally burn uphill, especially within steep canyons. Wind-driven upslope and up-canyon fires spread rapidly and represent increased fire hazards.
- **Changing weather patterns (climate change):** Climate change alters vegetation habit, causing species migration. It may result in increased or decreased precipitation, precipitation type changes (e.g. more rain than snow), higher maximum temperatures, extended heatwaves, more frequent drought. In turn, these changes may cause increased tree mortality, increased stressed vegetation, greater susceptibility to disease or insect infestation.
- **Communities at risk:** Communities located in high-hazard zones are most at risk of wildfires. The risk level changes from year to year based on overall weather conditions, as well as during the year, changing from the wet season through the dry summer and fall.
- **Fire history:** Fire history affects wildfire risks. Vegetation changes are directly associated with wildfires. In addition to consuming existing vegetation, the new landscape is open to different vegetation types, both native and invasive. With native vegetation, a natural cycle occurs with different species dominating the environment and evolving over an extended timeframe. Since different vegetation types represent varied fire hazards, the risk level also evolves over time in conjunction with vegetation changes.

Wildfires have occurred in the general region of NCPA's hydro and geothermal facilities, however NCPA facilities have not been associated with any ignition source. The 2017 Tubbs and 2019 Kincadee Fires affected areas nearby, and immediately adjacent to the geothermal facilities. The 2015 Valley Fire destroyed much of the 21kV Service Line for the Effluent Pump System.

#### 4.B. ENTERPRISE-WIDE SAFETY RISKS

Enterprise-wide safety risks are NCPA facility actions or events that could create fire ignition sources. The methodology for identifying, monitoring, analyzing, planning, evaluating safety-wide risks are defined in NCPA's Preventative Strategies and Programs in Section 5.A. below. These risks include:

- **Equipment/structure/facilities:** Inherent risk of facilities, primarily open wire transmission and distribution ignition events
- **Object to wire or equipment contact:** Trees, birds, balloons, downed conductors, lightning strikes, or high wind events resulting in contact of equipment
- **Wire to wire contact:** Wires touching one another, and dropping molten metal to the ground
- **Vehicle operations:** Maintenance, inspection or vegetation clearing crew vehicles causing fires (i.e. catalytic converters contacting dry brush)
- **Vegetation clearing:** Chain saws and other mechanized equipment use
- **Hot Work:** Welding or other activity that could cause ignition in the area of work

#### 4.C. CHANGES TO CPUC FIRE THREAT MAP

A key concern for NCPA is the historical risk of wildfires in the vicinity of the agency's facilities, particularly within potential fire hazard zones. Both CAL FIRE and the CPUC have developed maps to identify potential fire hazard zones, published in 2007 and 2018, respectively. NCPA has reviewed current CAL FIRE hazard severity zone and CPUC fire-threat maps with respect to agency facilities, as shown in Appendix 1. These maps have not been adjusted since the noted publication dates nor have any local agencies imposed any expansions to the maps.

CPUC Fire Threat Maps are static, based on data available at the time they were created. As noted below, wildfire risks evolve over time in response to the risk drivers listed above. In section 5, annual tree mortality data illustrates a migration of tree mortality, with the risk area expanding from year to year. NCPA will review available data and adjust fire threat hazard zones when applicable to NCPA facilities.

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##### 4.C.1. MAP COMPARISONS AND UPDATES

Currently published wildfire hazard maps from CAL FIRE and the CPUC show different boundaries for the risk areas delineated. They also use different terminology for hazard zones. Several factors could account for these boundary differences between agency maps: publication dates, study methodology, vegetation changes over time, recent wildfires, and potential climate change effects. The zones delineated by the CAL FIRE and CPUC maps are discussed below.

## CAL FIRE CALIFORNIA FIRE HAZARD SEVERITY ZONE MAP

CAL FIRE generated and published Fire Hazard Severity Zone Maps for the entire state of California in 2007, including separate maps for each county. These maps delineate three hazard zone levels: moderate, high, and very high. The figures in Appendix 1 illustrate these fire hazard severity zones.

CAL FIRE is currently updating these maps. It is not known if the zones in these maps will correspond more closely to the 2018 CPUC Fire Threat Zone map boundaries. The agency will release draft versions of these updated maps for public review.

## CPUC FIRE-THREAT MAPS

The CPUC has developed and published Fire-Threat Maps. These 2018 maps include Tier 2 (elevated fire risk) and Tier 3 (extreme fire risk) zones. Additionally, the CPUC uses a Tier 1 (zero to moderate fire risk) category, which includes a High Hazard Zone (HHZ) designation based on a 2018 U.S. Forest Service-CAL FIRE joint map of tree mortality HHZs. This Tier 1 information addresses the hazard areas with large expanses of dead trees and associated fire risks.

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### 4.C.2. FIRE ZONE REVIEW PROCESS

The existing fire zone review process, set forth by regulatory agencies such as CAL FIRE and CPUC, is an important tool for reducing wildfire risks and hazards. Preparing and executing adequate vegetation management plans is a critical component of this process. The current fire zone process incorporates lessons learned from past major wildfire events, with each new occurrence adding knowledge and forming the basis for improving the process.

Since differences exist between currently published CAL FIRE and CPUC wildfire hazard zone maps, NCPA uses the most conservative approach to vegetation management and asset protection, assuming the highest risk factor from the combined datasets.

## 5. WILDFIRE PREVENTATIVE STRATEGIES

### 5.A. PREVENTATIVE STRATEGIES AND PROGRAMS

NCPA's strategies to reduce wildfire risk include continuous evaluation and improvement of its programs and procedures. Current strategies include facility maintenance programs, inspection programs, vegetation management programs, and asset documentation programs. These programs include all details such as goals, objective or percentage, monitor ongoing work, accomplishments, internal and external audits, and detailed reports.

**Facility Maintenance Programs:** NCPA has a robust preventive maintenance program to maintain the safe and reliable operation of its transmission and distribution lines. Given the growing risk of wildfires, opportunities for improvement have been identified and will be explored as part of each facility's improvement plan. Additionally, NCPA will utilize risk factors as identified in Section 4.B. to during improvement plan evaluations. Improvement may be implemented based on workable solutions and relative priorities:

- **The Collierville-Bellota (CB) 230 kV Gen-Tie Line:** This transmission line is NCPA's longest. Much of the line is within a Tier 2 fire threat zone. NCPA prioritizes the safe and reliable operation of the CB line. The line is over 30 years old, and a thorough review of the line and its attendant facilities was recently undertaken. A listing of maintenance improvements includes insulation, hardware, and conductor damping improvements. An avian protection plan is currently underway.
- **Mackay's Point 17 kV Overhead Line:** This three-span distribution line is in a Tier 3 fire threat zone. This short line has been maintained and is monitored consistently. Because of its location and danger tree threat, NCPA is considering hardening improvements to the line.
- **Geothermal 230 kV Gen-Tie Transmission Line:** This nine-span line connects with PG&E's 230 kV system. The line is characterized by long dead-ended spans and thick vegetation. The line is consistently inspected and maintained.
- **Geothermal Effluent Pump System 21 kV Line:** This 6-mile distribution line is in a Tier 3 fire threat zone. This line was largely rebuilt following damage caused by the 2017 Valley Fire. The wood pole line has construction framing typical to distribution construction. NCPA is considering the implementation of avian protection on this line.

**NCPA Programs:** NCPA will consider several of its ongoing programs including:

- **Asset documentation:** NCPA will review its current facility documentation including geographically referenced facility locations and to improve accessibility of current facility drawings, materials lists, and design criteria.
- **Emergency operating procedures:** NCPA will review existing procedures in light of current fire threat risks and lessons-learned from recent events.
- **Technology and services:** NCPA will continually explore technology and services that can improve situational awareness and timely response to emerging threats to equipment and facilities.

## 5.B. HIGH FIRE-THREAT DISTRICT

NCPA directly participated in the development of the CPUC's Fire-Threat Map,<sup>1</sup> which designates a High Fire-Threat District. In the map development process, NCPA served as a territory lead, and worked with utility staff and local fire and government officials to identify the areas of NCPA's service territory that are at an elevated or extreme risk of power line-ignited wildfire. NCPA has incorporated the High Fire-Threat District into its construction, inspection, maintenance, repair, and clearance practices, where applicable.

A key concern for NCPA is the historical risk of wildfires in the vicinity of the agency's facilities, particularly within potential fire hazard zones. Both CAL FIRE and the CPUC have developed maps to identify potential fire hazard zones, published in 2007 and 2018, respectively. NCPA has reviewed current CAL FIRE hazard severity zone and CPUC fire-threat maps with respect to agency facilities, as shown in Appendix 1.

NCPA reviewed facilities and determined the hazard zones where these facilities are located. These facilities and their locations are described in section 4.

The CPUC defines a High Fire-Threat District consisting of three areas:

- Tier 1 High Hazard Zones on the U.S. Forest Service-California Department of Forestry and Fire Protection (CAL FIRE) joint map of Tree Mortality High Hazard Zones
- Tier 2 of the CPUC Fire-Threat Map where there is an elevated risk for utility-associated wildfires
- Tier 3 of the CPUC Fire-Threat Map where there is an extreme risk for utility-associated wildfires

NCPA facilities in relation to CPUC and CAL FIRE threat maps are shown in Appendix 1 of this report.

## 5.C. POTENTIAL CLIMATE CHANGE EFFECTS

Climate change has affected vegetation in many ways. Droughts are longer and more severe. Large storm events are more common and intense. Summers are hotter and may include more thunderstorms. These climate change factors affect vegetation and the associated wildfire risks:

- Vegetation adapts, with plant migration into different areas
- Vegetation dries out during droughts, presenting increased fire danger
- Stressed vegetation is more susceptible to insect infestations, damaging trees, or accelerating mortality
- Thunderstorms present lightning strike risks along with strong wind events

Extended periods of intense rainfall also typically increase landslide risks. In turn, landslides could damage or topple structures, limit access, or create safety hazards by damaging roads, or

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<sup>1</sup> Adopted by CPUC Decision 17-12-024.

cause localized tree mortality by severing root systems. Note that heavy rainfall is not the only landslide trigger mechanism, but it is the one most closely associated with climate change.

#### 5.D. POTENTIAL CLIMATE CHANGE RISK MANAGEMENT IMPACTS

Climate change has affected the risks associated with wildfires, especially in fire hazard zones. Shifting weather patterns result in impacts to vegetation and increased wildfire risks. Some of the specific climate change impacts that affect wildfire risks include:

- Tree and underbrush growth rates
- Vegetation type changes
- Vegetation migration from existing habitats
- Stress and disease contributing to higher tree mortality

As potential impacts shift over time, fire hazard management practices will evolve and adapt to changing risk management requirements.

#### 5.E. TREE MORTALITY

It is estimated that over 100 million trees in California died from drought-related stress between 2012 and 2017. The extended drought period left millions of acres of forestland highly susceptible to insect attacks. Drought stress is aggravated in forests with too many trees competing for limited water resources.

In 2015, California established the Tree Mortality Task Force (<https://frap.fire.ca.gov/frap-projects/tree-mortality/>). This task force was established to identify and map tree mortality areas with the greatest potential for causing harm to people and property. The High Hazard Zones were prioritized for tree removal.

Dead, rotten, and diseased trees represent two potential wildfire risks for NCPA. Tall trees adjacent to power line right-of-way represent a hazard due to falling branches or potential toppling. This threat increases substantially with tall dead trees or tall trees with dead tops. Dead or highly stressed trees are also an easily ignitable fuel source. They ignite quicker and generally burn faster than healthy trees.

#### 5.F. VEGETATION MANAGEMENT

NCPA has developed and implemented a Transmission Vegetation Management Program (TVMP) to establish the vegetation maintenance requirements for each facility to achieve reliability of its generation interconnection system. The NCPA document, Generation Services Common Procedure GS-305: Transmission Vegetation Management Program, defines NCPA procedures for vegetation management.

NCPA meets or exceeds the minimum industry standard vegetation management practices. For transmission-level facilities, NCPA complies with NERC FAC-003-4. For both transmission and distribution-level facilities, NCPA meets: (1) Public Resources Code section 4292; (2) Public

Resources Code section 4293; (3) General Order 95 Rule 35; and (4) General Order 95 Appendix E Guidelines to Rule 35.

The TVMP enhances reliability by preventing outages from vegetation located within or adjacent to the power line right-of-way, by maintaining required clearances between power lines and vegetation within or adjacent to the right-of-way, by reporting vegetation-related outages of the system to WECC, and by documenting the process for an annual vegetation work plan. The program satisfies the requirements for vegetation management specified in NERC FAC-003-4, which requires a Generator Owner to have documented maintenance strategies, procedures, processes, or specifications to prevent the encroachment of vegetation into the Minimum Vegetation Clearance Distance of applicable lines as specified in requirement R3.

The objectives of the TVMP are to:

- Adhere to the Power Line Fire Prevention Field Guide published by CAL FIRE in November 2008 and used by California utilities for the care and maintenance of trees, shrubs, and other woody plants when pruning vegetation near electric facilities.
- Maintain defined clearance distances between the generation interconnection facilities and all trees, brush, and other vegetation that could grow too close to electrical facilities including conductors, poles, and guy wires. Since the clearances specified in the Power Line Fire Prevention Field Guide are more stringent than the MVCD described in FAC-003-4, NCPA adheres to the CAL FIRE field guide.
- Where appropriate and necessary, develop site-specific, environmentally sensitive, cost-effective and socially responsible solutions to vegetation control near the NCPA generation interconnection facilities. Document the process for the annual vegetation work plan for applicable power lines.
- Maintain public and worker safety, maintain compliance with NERC standards and other regulatory and legal requirements, provide reliable electric service that allows for operational flexibility, and promote environmental stewardship and habitat enhancement.
- Potential improvements to its programs include increasing the frequency and scope of aerial lidar surveys on its transmission and distribution facilities, and a continued emphasis on identification and timely removal of danger and hazard trees that threaten overhead transmission and distribution lines.

## 5.G. INSPECTIONS

NCPA performs annual inspections of its transmission and distribution facilities in accordance with General Order 95 and General Order 165. The following additional inspections have been performed on the CB 230 kV line:

- Lidar vegetation flights
- Corona scans of insulators for the past three years
- Infrared “hot-spot” inspections of conductor, conductor splices, and dead-end hardware.



In addition to its annual ground-based inspection, the Geothermal 230 kV line performed an aerial drone survey in 2019.

These inspections are documented and issued by NCPA's computerized maintenance management system (CMMS), and records of those inspections are maintained.

Strategic improvements to the inspection program include increasing the frequency and scope of inspections, increasing the use of drone-based visual inspections, consideration of new technology, improving the inspection methodology approach, and consideration of fire threat zones in the inspection programs.

The TVMP also establishes requirements for the type and schedule of right-of-way vegetation inspections.

## 5.H. WORKFORCE TRAINING

NCPA has implemented work rules and complementary training programs for its workforce to help reduce the likelihood of the ignition of wildfires.

Trainings for employees to cover fire hazards and NCPA's Fire Prevention Plan consists of fire extinguisher training, fire prevention training, hazardous materials handling training, and emergency response training. These trainings are conducted by an outside vendor and/or NCPA supervisors or environmental health and safety specialists.

NCPA employees also receive training on emergency response plans when the employee is assigned initially to the job, when the plan changes, and when the employee's responsibilities or designated actions under the plans change.

Each facility manager is responsible for conducting site-specific training to ensure that the purpose and function of NCPA safety procedures are understood by employees and that knowledge and skills required for safe operation are acquired by employees. Refresher training is performed and documented on an annual basis, and retraining is conducted when:

- An annual audit reveals there are deviations from or inadequacies in the employee's knowledge of the procedure or changes in the regulations
- A new or revised control method of a system or piece of equipment

The following procedures provide additional guidance for employee training specific to the areas described in these NCPA documents:

- Generation Services Common Procedure GS-101: Lock Out Tag Out Try Procedure
- Generation Services Common Procedure GS-103: Electrical Safety Procedure
- Generation Services Common Procedure GS-107: Proper Handling of Hazardous Waste
- Generation Services Common Procedure GS-111: Hot Work Procedure
- Generation Services Common Procedure GS-115: Welding Safety Procedure
- Generation Services Common Procedure GS-126: Fire Protection and Prevention Plan
- Power Management Common Procedure PM-108: Operating Instructions and Emergency Assistance

- Power Management Common Procedure PM-201: Emergency Operating Guidelines, Collierville Power House Bellota-Collierville 230kV Lines

## 5.I.RECLOSING POLICY

NCPA does not employ automatic reclosers on its 230 kV lines. This is a typical approach for utility operations in rugged and remote terrain, for both personnel and fire hazard safety reasons. In the event of a planned or emergency line trip, close coordination with NCPA generation services and dispatch as well as with PG&E's grid control center is mandatory, and lines are only re-energized after extensive line patrol visual confirmation. If the lines are tripped due to a forecasted or imminent wildfire or if a wildfire is believed to be caused by downed lines, close coordination with CAL FIRE's onsite representative and control center are required before NCPA's generation services attempts to energize the line.

## 5.J. DE-ENERGIZATION

In the event of active fire situations in the vicinity of the CB 230 kV transmission line, NCPA may be directed by CAL FIRE to de-energize the line's two circuits for firefighter and/or aircraft protection. The on-call Hydro Supervisor will coordinate Hydro personnel response to any wildland fires in and around the CB 230 kV transmission lines and contact on-site CAL FIRE personnel if necessary. If CAL FIRE requests de-energizing both of the 230 kV lines, the NCPA Dispatch Center will shut down both Collierville units before de-energizing these lines. NCPA is currently able to de-energize both circuits of the CB 230 kV line via SCADA and other procedures within 20 minutes.

The Collierville 480 VAC station service is designed to automatically transfer to the offsite PG&E 17 kV source. If the 17 kV source is not available, the 480 VAC standby diesel generator will start and provide station service power. The NCPA Dispatch Center will notify Generation Services Hydro staff of any issues with the 17 kV source or if the diesel generator is in operation. The NCPA Dispatch Center will notify the CAISO and work with PG&E's Grid Control Center to de-energize both 230 kV lines.

NCPA's Geothermal plant manager relies on PG&E to determine de-energization. NCPA's Hydro plant manager has the authority to preemptively shut off power due to fire-threat conditions; however, this option will only be used in extraordinary circumstances. NCPA will make a case-by-case decision to shut off power.

NCPA also maintains transmission line trip procedures to significantly reduce fire risk, including requiring patrols prior to restoring transmission lines. Requiring patrols during high fire risk scenarios is typical and recommended of California utilities.

### 5.J.1. IMPACTS TO PUBLIC SAFETY

NCPA has no retail customers, and de-energizing agency facilities will not directly affect retail customers, who will be notified by their specific utility providers of PSPS.

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#### 5.J.2. CUSTOMER NOTIFICATION PROTOCOLS

NCPA has no retail customers, so no customer notification protocols are in place. However, NCPA is the primary point of contact between PG&E PSPS and its member utilities. Formal procedures are currently in draft form to notify NCPA member utilities of de-energization activities and the protocol has been implemented several times in 2019.

## 6. LEFT BLANK

## 7. RESTORATION OF SERVICE

After a de-energization event, NCPA will restore service in coordination with PG&E's restoration efforts. NCPA's PM-201 and Geothermal Facilities Maintenance Procedure (GO-646) specifically address restoration for Hydro and Geothermal facilities respectively.

Evaluating of the Plan

### 7.A. METRICS AND ASSUMPTIONS FOR MEASURING PLAN PERFORMANCE

NCPA will track two metrics to measure the performance of this Wildfire Mitigation Plan: (1) number of fire ignitions; and (2) number of NCPA wires down.

#### METRIC 1: FIRE IGNITIONS

NCPA will track fire ignitions in their territory as follows:

- Self-ignited or human-caused
- An NCPA facility failure was associated with the fire
- An NCPA electrical facility wire-to-wire contact was associated with the fire
- The ignition was a result of an extreme weather event

All fires will be documented in terms of the number of acres and facilities impacted.

#### METRIC 2: WIRES DOWN

The second metric is the number of NCPA distribution and transmission wires downed. A wires down event includes any instance where an electric transmission or primary distribution conductor falls to the ground or on to a foreign object. NCPA will divide the wires down metric between wires down inside and outside of High Fire Threat Districts. All wires down events will be documented.

### 7.B. IMPACT OF METRICS ON PLAN

NCPA anticipates that tracking these metrics will help with identification of which lines are most susceptible to unexpected outages, time-of-year risks, as well as fire threat district risks. From this, NCPA will identify lines that are disproportionately impacted and will then evaluate potential improvements to the plan.

### 7.C. MONITORING AND AUDITING THE PLAN

This WMP will be presented to the NCPA Commission on an annual basis. Additionally, a qualified independent evaluator will present a report on this plan to the NCPA Commission. See section 8.

#### 7.D. IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN

NCPA may correct deficiencies and implement plan improvements as needed. Some of these activities are defined in Section 2C. See section 1B, 4th paragraph identifying this WMP is in response to SB901 and superseding previous versions. Improvements will be documented in the annual report to the NCPA Commission.

#### 7.E. MONITORING THE EFFECTIVENESS OF INSPECTIONS

Line inspections for NCPA fall into two categories:

1. Line patrol and evaluation of line facilities on a structure-by-structure basis. This is either ground or aerial (drone or helicopter) based.
2. Vegetation monitoring and evaluation, either ground-based on a structure-by-structure and span-by-span basis or by lidar aerial methods.

Measuring the effectiveness of these inspections can be performed by review by independent professionals of the inspection documentation and analysis in the case of the lidar vegetation inspection. A second method would include "ride-alongs" with inspection personnel to review their methodology and reporting. Lastly, an independent review of similar facilities can be performed and compared and reviewed with inspection personnel. Additional objectives are stated in Section 2C above.

## 8. INDEPENDENT AUDITOR

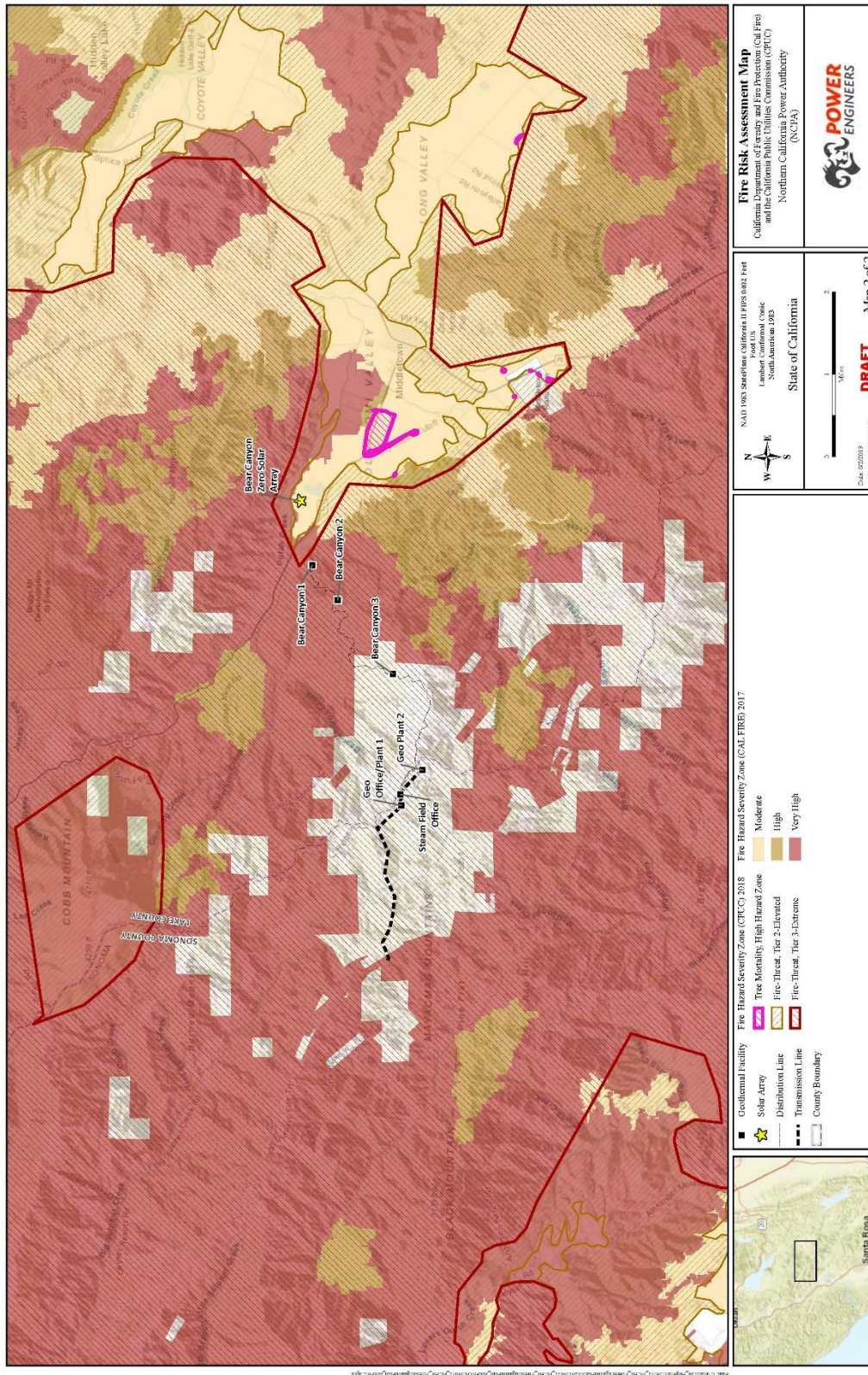
NCPA contracted with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of this WMP. The independent evaluator issued a report (that is attached as an appendix to this report) and posted to the NCPA website. This report was presented to the NCPA Commission at a public meeting on May 28<sup>th</sup> 2020.

NCPA anticipated that the CPUC would provide a list of qualified independent evaluators. In lieu of such a list, NCPA will draw from a list it compiled following a Request for Qualifications issued in June 2019. The selection was based on competitive bid.

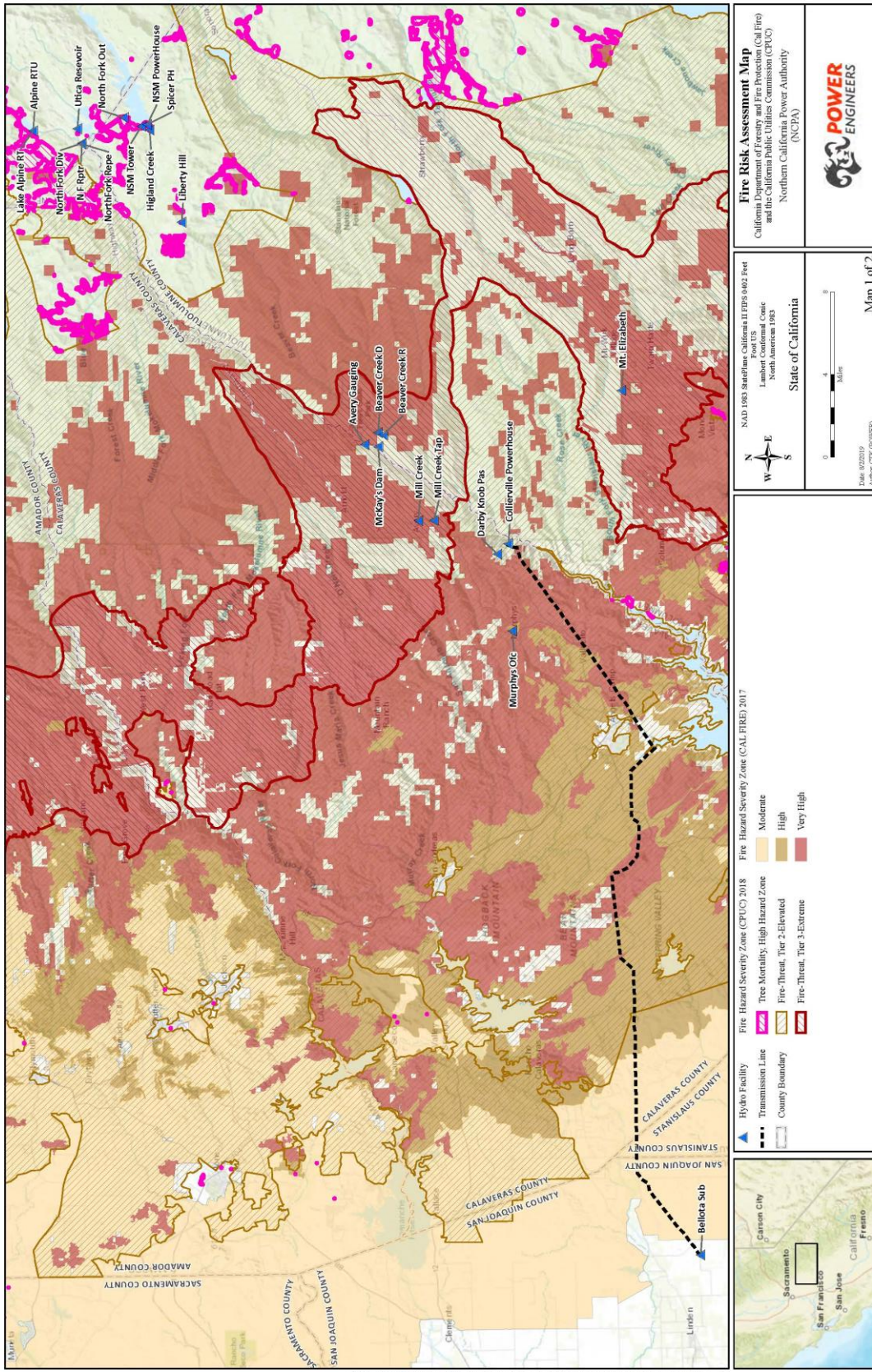
The independent evaluation and report were completed April 30<sup>th</sup> 2020.



## APPENDIX 1 – FIRE RISK ASSESSMENT MAPS







## APPENDIX 2 – INDEPENDENT EVALUATOR REPORT

853 LINCOLN WAY, SUITE 208  
AUBURN, CALIFORNIA 95603  
T 530.887.8500 F 530.887.1250

April 30, 2020

12108.02

Mr. Jeremy Lawson  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678

**Subject:** *Evaluation of Northern California Power Agency Wildfire Prevention and Mitigation Plan*

Dear Mr. Lawson:

Dudek conducted an evaluation of the City of Northern California Power Agency (NCPA) Wildfire Mitigation Plan (WMP), as required under California Public Utilities Code (CPUC) Section 8387(b). CPUC Section 8387(b), as modified by Senate Bill (SB) 901, and the Administrative Law Judge's Ruling issued on January 17, 2019 in CPUC Docket No. R.18-10-007 (ALJ Ruling), applies to publicly-owned electric utilities and requires preparation of a Wildfire Mitigation Plan before January 1, 2020. CPUC Section 8387(c) requires that an independent evaluator review and assess the comprehensiveness of a publicly-owned utility's WMP and issue a summary report.

Dudek, as an independent plan evaluator, conducted an initial review of NCPA's Draft WMP (version 1.0). On April 21, 2020, Dudek provided a summary matrix with recommendations for Draft WMP modifications. The focus of the evaluation was to determine whether the Draft WMP addressed all required elements under CPUC Section 8387(b)(2) (included in Attachment A). The following summarizes the recommended clarifications/modifications identified during the initial review of the Draft WMP (version 1.0), by required element:

- 8387(b)(A): Provide clarification and detail regarding plan implementation responsibility.
- 8387(b)(E): Identify previous plan metrics, as available.
- 8387(b)(L): Provide details regarding risk drivers, risk impacts, and how NCPA will identify, monitor, analyze, plan/evaluate and respond to risks.
- 8387(b)(N)(i): Clarify monitoring efforts associated with WMP implementation and clearly identify performance monitoring details in the plan. Clarify plan auditing and review procedures.
- 8387(b)(N)(ii): Provide clarification and detail regarding plan implementation, review, and plan deficiency correction responsibility.
- 8387(b)(N)(iii): Clarify line/equipment inspection responsibility, timeframes, work plan approach, and target inspection goals, and performance metrics.

Subsequently, NCPA elected to modify its Draft WMP that incorporated Dudek's recommended modifications. The Revised WMP (version 1.1) was provided to Dudek on April 29, 2020. Dudek reviewed the Revised WMP and determined that it appropriately addressed all elements required under CPUC Section 8387(b)(2).

**DUDEK**

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12108.02  
April 2020



Mr. Jeremy Lawson

Subject: Evaluation of Northern California Power Agency Wildfire Prevention Mitigation Plan

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Should you have any questions or require additional information, please do not hesitate to contact me at (530) 863-4650.

Sincerely,



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Scott Eckardt, RPF  
Project Manager

Att.: A. Required WMP Elements under PUC Section 8387(b)  
cc: Michael Huff, Dudek  
Jason Neuman, Dudek

**DUDEK**

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April 2020



# Attachment A

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## Required WMP Elements under PUC Section 8387(b)

**Required WMP Elements under PUC Section 8387(b)**

<b>PUC 8387(b)(2) Section</b>	<b>Description</b>
<b>A</b>	An accounting of the responsibilities of the persons responsible for executing the plan.
<b>B</b>	The objectives of the wildfire mitigation plan.
<b>C</b>	Description of the preventative strategies and programs to be adopted by the publicly owned electric utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.
<b>D</b>	A description of the metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's performance and the assumptions made that underlie the use of those metrics.
<b>E</b>	A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.
<b>F</b>	Protocols for disabling reclosers and de-energizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.
<b>G</b>	Appropriate and feasible procedures for notifying a customer who may be impacted by the de-energizing of electric lines. The procedures shall consider the need to notify, as a priority, critical first responders, health care facilities, and operators of telecommunications infrastructure.
<b>H</b>	Plans for vegetation management.
<b>I</b>	Plans for inspections of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.
<b>J</b>	A list that identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory. The list shall include, but not be limited to, both of the following:
<b>J(i)</b>	Risks and risk drivers associated with design, construction, operations, and maintenance of the local publicly owned electric utility or electrical cooperative's equipment and facilities.
<b>J(ii)</b>	Particular risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned utility's or electrical cooperative's service territory.
<b>K</b>	Identification of any geographic area in the local publicly owned electric utility's or electrical cooperative's service territory that is a higher wildfire threat than is currently identified in a commission fire threat map, and identification of where the commission should expand the high fire threat district based on new information or changes to the environment.
<b>L</b>	A methodology for identifying and presenting enterprise-wide safety risk and wildfire-related risk.
<b>M</b>	A statement of how the local publicly owned electric utility will restore service after a wildfire.
<b>N</b>	A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following:
<b>N(i)</b>	Monitor and audit the wildfire mitigation plan.
<b>N(ii)</b>	Identify any deficiencies in the wildfire mitigation plan or its implementation, and correct those deficiencies.
<b>N(iii)</b>	Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors, that are carried out under the plan, and other applicable statutes, or commission rules.

## REVISION HISTORY

Version 1.0 - NCPA Commission approved on December 5, 2019 per Resolution 19-100

Version 1.1 – NCPA Commission approved recommendations provided by the qualified independent evaluator on May 28, 2020 per Resolution 20-xyz

Dudek's Report	Revisions to WMP
8387(b)(A): Provide clarification and detail regarding plan implementation responsibility.	Added (*) asterisks note on diagram in Section 3A.. to identify project responsibility. Also addressed in section 3B. within parenthesis.
8387(b)(E): Identify previous plan metrics, as available.	Added statement to in 7D to reference section 1B 4th paragraph identifying this WMP is in response to SB901 and superseding previous versions.
8387(b)(L): Provide details regarding risk drivers, risk impacts, and how NCPA will identify, monitor, analyze, plan/evaluate and respond to risks.	Added statement of methodology in Section 4B. Per recommendation, added balloon risk potential to bullets in Section 4B.
8387(b)(N)(i): Clarify monitoring efforts associated with WMP implementation and clearly identify performance monitoring details in the plan. Clarify plan auditing and review procedures.	Added recommended statement to Section 5A to ensure monitoring and auditing responsibility back to the facility maintenance programs
8387(b)(N)(ii): Provide clarification and detail regarding plan implementation, review, and plan deficiency correction responsibility.	Added statement in Section 7D to connect the annual review of wildfire mitigation activities, section 7D includes "these improvements will be documented in the annual report to the NCPA Commission."
8387(b)(N)(iii): Clarify line/equipment inspection responsibility, timeframes, work plan approach, and target inspection goals, and performance metrics.	Added additional reference in Section 7E back to 2C identifying effectiveness objectives additionally added statement in Section 5A to clarify the details are in the specified programs (now identified in the WMP).