



12745 N. Thornton Road
Lodi, CA 95242

phone (209) 333-6370
fax (209) 333-6374
web www.ncpa.com

LEC PPC Agenda

Subject: June 6, 2022 Lodi Energy Center Project Participant Committee Meeting

Location: via Teleconference

Time: 10:00 a.m. Pacific Standard Time

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*****This meeting is being held in accordance with the Brown Act, Governor Gavin Newsom's Emergency Declaration related to COVID-19 adopted pursuant to the California Emergency Services Act, and Assembly Bill 361, that allow attendance by LEC PPC Committee Members, staff and the public to participate and conduct the meeting by teleconference.**

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Access Code: 439-093-085

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

The Lodi Energy Center Project Participant Committee may take action on any of the items listed on this Agenda regardless of whether the matter appears on the Consent Calendar or is described as an action item, a report, or an information item. If this Agenda is supplemented by staff reports, they are available to the public upon request. Pursuant to California Government Code Section 54957.5, the following is the location at which the public can view Agendas and other public writings: NCPA, 651 Commerce Drive, Roseville, CA or www.ncpa.com

1. Review Safety Procedures

2. Call Meeting to Order and Roll Call

PUBLIC FORUM

Any member of the public who desires to address the Lodi Energy Center Project Participant Committee on any item considered by the Lodi Energy Center Project Participant 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. Any member of the public who desires to address the Lodi Energy Center Project Participant Committee on any item within the jurisdiction of the Lodi Energy Center Project Participant Committee and not listed on the Agenda may do so at this time.

3. Meeting Minutes – Approval of May 9, 2022 Regular Meeting Minutes and May 13, 2022 Special Meeting Minutes.

MONTHLY REPORTS

4. Operational Report for May 2022

5. Monthly Asset Report for April 2022

CONSENT CALENDAR

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

6. Treasurer's Report for April 2022 – Accept by all Participants

7. Financial Report for April 2022 – Approve by all Participants

8. GHG Reports (excerpted from Monthly ARB) – Accept by all Participants

9. Resolution of the Lodi Energy Center Project Participant Committee Proclaiming a Local Emergency, Re-Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing Remote Teleconference Meetings of the LEC PPC – The Committee will discuss whether Governor Gavin Newsom's Proclamation of a

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

State of Emergency due to COVID-19 remains in force, whether as a result of the emergency and the conditions where Committee members are located (local conditions) are such that meeting in person would present imminent risks to the health or safety of attendees and thus, in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act, for a thirty-day period of June 6, 2022, through July 6, 2022, the LEC PPC should meet remotely.

- 10. PMOA Schedule 6.00**– Staff is seeking approval of revisions to Schedule 6.00 of the Project Management and Operations Agreement to update the contact information for the San Francisco Bay Area Rapid Transit District.
- 11. Caltrol, Inc. MTGSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task General Services Agreement with Caltrol, Inc. for machining services, with a not to exceed amount of \$1,500,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 12. Universal Protection Service, LP dba Allied Universal Security Services First Amendment to MTGSA** – Staff is seeking a recommendation for approval of a First Amendment to the five-year Multi-Task General Services Agreement with Universal Protection Service, LP dba Allied Universal Security Services for security guard services, increasing the not to exceed from \$225,000 to \$750,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 13. Quest Media and Supplies, Inc. MTCSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task Consulting Services Agreement with Quest Media and Supplies, Inc., for network infrastructure design, telecom consulting, data center administration, application design and security consulting services with a not-to-exceed amount of \$1,500,000 for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
- 14. AESI-US, Inc. MTCSA** – Staff is seeking a recommendation for approval of a five-year Multi-Task Consulting Services Agreement with AESI-US, Inc., for consulting services related to NERC CIP, or Operations and Planning Standards, with a not-to-exceed amount of \$500,000 for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Consent Items pulled for discussion: _____

BUSINESS ACTION ITEMS

None.

INFORMATIONAL/ DISCUSSION ITEMS

- 15. Additional Operational Updates** – Staff will provide an update on issues related to Operations.

ADJOURNMENT

Next Regular Meeting: July 11, 2022 at 10:00 a.m. Pacific Standard Time.

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



651 Commerce Drive
Roseville, CA 95678

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LEC PPC Meeting Minutes - Special

Date: May 13, 2022

Time: 10:00 am

Location: Lodi Energy Center – 12745 N. Thornton Rd, Lodi, CA 95242 and by teleconference

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Review Safety Procedures

The PPC reviewed the NCPA Safety Procedures and assigned safety roles.

2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:00 am by Chairman Deane Burk. He asked that roll be called for the Project Participants as listed below.

| PPC Meeting Attendance Summary | | |
|--------------------------------|------------|-------------------|
| Participant | Attendance | Particulars / GES |
| Azusa - Torres | Present | 2.7857% |
| BART - Lloyd | Absent | 6.6000% |
| Biggs - Sorenson | Present | 0.2679% |
| CDWR - Burk | Present | 33.5000% |
| Gridley - Wagner | Present | 1.9643% |
| Healdsburg - Crowley | Absent | 1.6428% |
| Lodi - Chiang | Absent | 9.5000% |
| Lompoc - McDonald | Present | 2.0357% |
| MID - Costalupes | Present | 10.7143% |
| Plumas-Sierra - Brozo | Absent | 0.7857% |
| PWRPA - Bradley | Absent | 2.6679% |
| SVP - Wong | Present | 25.7500% |
| Ukiah - Grandi | Absent | 1.7857% |
| | | |
| Summary | | |
| Present | 7 | 77.0179% |
| Absent | 6 | 22.9821% |
| Quorum by #: | Yes | |
| Quorum by GES: | Yes | |

Meeting Date:

May 13, 2022

Public Forum

Chairman Burk asked if any members of the public were on the phone who would like to address the PPC on any agenda items or on any item within the jurisdiction of the LEC PPC and not listed on the agenda. No members of the public were present.

BUSINESS ACTION ITEMS

3. Lodi Energy Center Bid Strategy Update

Tony Zimmer reviewed the Staff Report dated May 13, 2022, pertaining to the gear box, about the temporary scheduling and bidding guidelines with the Committee. Monty Hanks reviewed the property loss insurance scenarios about the coverage of the gear box. Michael DeBortoli reviewed Modesto Irrigation District's questions about the gear box and the manufacturer's recommendations. Martin Caballero asked for a monthly review of the temporary scheduling and bidding. Martin asked NCPA to provide an estimated loss analysis. Michael DeBortoli mentioned once the unit is out of outage in Mid-June 2022, there will be a tuning period and will have more information to provide to the Committee.

Staff recommended to implement temporarily scheduling and bidding guideline described in the Staff Report dated May 13, 2022 after discussing their options. The recommendation was considered. The LEC PPC considered the following motion.

Date: 5/13/2022

Motion: The PPC approves and recommends that the NCPA Commission authorize the NCPA General Manager or his designee to implement the temporary scheduling and bidding guidelines described in the Staff Report dated May 13, 2022, Agenda Item No. 3, as such may be adjusted as needed to achieve the objective of the strategy, until the unit gear can be replaced and full repairs are completed.

Moved by:

SVP

Seconded by:

CDWR

Discussion: There was no further discussion.

| Vote Summary on Motion | | |
|-------------------------------|-------------|--------------------------|
| Participant | Vote | Particulars / GES |
| Azusa | Yes | 2.7857% |
| BART | Yes | 6.6000% |
| Biggs | Yes | 0.2679% |
| CDWR | Yes | 33.5000% |
| Gridley | Yes | 1.9643% |
| Healdsburg | Absent | 1.6428% |
| Lodi | Yes | 9.5000% |
| Lompoc | Yes | 2.0357% |
| Modesto | No | 10.7143% |
| Plumas-Sierra | Absent | 0.7857% |

| | | |
|----------------------|---------------|----------|
| PWRPA | Yes | 2.6679% |
| Silicon Valley Power | Yes | 25.7500% |
| Ukiah | Absent | 1.7857% |
| | | |
| Vote Summary | | |
| Total Ayes | 9 | 85.0715% |
| Total Noes | 1 | 10.7143% |
| Total Abstain | 0 | 0.0000% |
| Total Absent | 3 | 4.2142% |
| Result: | Motion Passes | |

Adjournment

The next regular meeting of the PPC is scheduled for Monday, June 6, 2022 at 10:00am.

The meeting was adjourned at 11:54 am.

Submitted by: Melissa Conrad



651 Commerce Drive
Roseville, CA 95678

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

LEC PPC Meeting Minutes

Date: May 9, 2022

Time: 10:00 a.m. Pacific Standard Time

Location: via Teleconference

Subject: Lodi Energy Center Project Participant Committee Meeting

1. Review Safety Procedures

The PPC reviewed the NCPA Safety Procedures and assigned safety roles.

2. Call Meeting to Order and Roll Call

The PPC meeting was called to order at 10:00 a.m. Pacific Standard Time by Chairman Deane Burk. He asked that roll be called for the Project Participants as listed below.

| PPC Meeting Attendance Summary | | |
|--------------------------------|-------------|-------------------|
| Participant | Attendance | Particulars / GES |
| Azusa - Torres | Present | 2.7857% |
| BART - Lloyd | Absent | 6.6000% |
| Biggs - Sorenson | Present | 0.2679% |
| CDWR - Burk | Present | 33.5000% |
| Gridley - Wagner | Present | 1.9643% |
| Healdsburg - Crowley | Absent | 1.6428% |
| Lodi - Chiang | Present | 9.5000% |
| Lompoc - McDonald | Absent | 2.0357% |
| MID - Costalupes | Present | 10.7143% |
| Plumas-Sierra - Brozo | Absent | 0.7857% |
| PWRPA - Bradley | Absent | 2.6679% |
| SVP - Wong | Present | 25.7500% |
| Ukiah - Grandi | Absent | 1.7857% |
| Summary | | |
| Present | 7 | 84.4822% |
| Absent | 6 | 15.5178% |
| Quorum by #: | Yes | |
| Quorum by GES: | Yes | |
| Meeting Date: | May 9, 2022 | |

Public Forum

Chairman Burk asked if any members of the public were present in Lodi or at any of the other noticed meeting locations who would like to address the PPC on any agenda items or on any item within the jurisdiction of the LEC PPC and not listed on the agenda. No members of the public were present.

3. Meeting Minutes

The draft minutes from the April 11, 2022 Regular Meeting were considered. The LEC PPC considered the following motion:

Date: 5/9/2022

Motion: The PPC approves the minutes from the April 11, 2022 Regular Meeting.

Moved by: Gridley
Seconded by: Santa Clara

Discussion: There was no further discussion

| Vote Summary on Motion | | |
|-------------------------------|-------------|--------------------------|
| Participant | Vote | Particulars / GES |
| Azusa | Yes | 2.7857% |
| BART | Absent | 6.6000% |
| Biggs | Yes | 0.2679% |
| CDWR | Yes | 33.5000% |
| Gridley | Yes | 1.9643% |
| Healdsburg | Absent | 1.6428% |
| Lodi | Yes | 9.5000% |
| Lompoc | Absent | 2.0357% |
| Modesto | Yes | 10.7143% |
| Plumas-Sierra | Absent | 0.7857% |
| PWRPA | Yes | 2.6679% |
| Silicon Valley Power | Yes | 25.7500% |
| Ukiah | Absent | 1.7857% |
| | | |
| Vote Summary | | |
| Total Ayes | 8 | 87.1501% |
| Total Noes | 0 | 0.0000% |
| Total Abstain | 0 | 0.0000% |
| Total Absent | 5 | 12.8499% |
| Result: | | Motion Passes |

MONTHLY REPORTS

4. Operational Reports for April 2022

Rafael Santana presented the Operational Report for April. There were no OSHA recordable accidents, no NERC/WECC or permit violations, and no forced outages. The outage schedule for 2023 was reviewed with the Committee.

The operational report reflected monthly production of 0 MWH, 0 service hours, and equivalent operating availability of 0%. The report set for the Capacity Factor @ 302MW Pmax of 0%. Due to the ongoing outage, there were no starts for the month of April.

5. Monthly Asset Report

Mike DeBortoli presented the monthly asset report for March. Mike reported that fixed costs were higher than projections due to fixed costs being used for balance of the Maintenance Reserve. Mike reviewed the monthly historical comparisons as well as the 12-month history. There were no revenues in March due to the plant being down for the outage.

Consent Calendar (Items 6-11)

The consent calendar was considered. Chairman Chiang asked if any Participant wished to have any item removed for separate discussion. Hearing no requests, he then asked if any Participant wished to abstain from one or more items on the Consent Calendar. There were no abstentions. The LEC PPC considered the following motion:

Date: 5/9/2022

Motion: The PPC approves the Consent Calendar items consisting of agenda items no.: **6.** Treasurer's Report for March 2022; **7.** Financial Report for March 2022; **8.** GHG Reports (excerpted from the Monthly ARB); **9.** Resolution 2022-07 to proclaim that a local emergency persists in the City of Santa Clara and in the Modesto Irrigation District, re-ratify the Proclamation of a State of Emergency issued by Governor Gavin Newsom on March 4, 2020, and authorize the continuation of remote teleconference meetings of the Lodi Energy Center Project Participant Committee for a period of May 9, 2022, through June 8, 2022, pursuant to the Ralph M. Brown Act (Brown Act); **10.** Parker Landscape Development, Inc. First Amendment to MTGSA for professional commercial landscape services, increasing the not to exceed amount to \$300,000, for continued use at all NCPA and Members/SCPPA facilities; **11.** Kinectrics AES, Inc. MTPSA for generator testing and assessment services, not to exceed \$1,000,000 over five years, for use at all NCPA and Members/SCPPA facilities.

Moved by:

SVP

Seconded by:

Lodi

Discussion:

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There was no further discussion.

| Vote Summary on Motion | | |
|------------------------|----------------|-------------------|
| Participant | Vote | Particulars / GES |
| Azusa | Yes | 2.7857% |
| BART | Absent | 6.6000% |
| Biggs | Yes | 0.2679% |
| CDWR | Yes | 33.5000% |
| Gridley | Yes | 1.9643% |
| Healdsburg | Absent | 1.6428% |
| Lodi | Yes | 9.5000% |
| Lompoc | Absent | 2.0357% |
| Modesto | Yes | 10.7143% |
| Plumas-Sierra | Absent | 0.7857% |
| PWRPA | Absent | 2.6679% |
| Silicon Valley Power | Yes | 25.7500% |
| Ukiah | Absent | 1.7857% |
| | | |
| Vote Summary | | |
| Total Ayes | 7 | 84.4822% |
| Total Noes | 0 | 0.0000% |
| Total Abstain | 0 | 0.0000% |
| Total Absent | 6 | 15.5178% |
| | | |
| Result: | Motion passes. | |

BUSINESS ACTION ITEMS

12. Lodi Energy Center Bid Strategy Update

Staff summarized the circumstances which prompted them to review the current bidding strategies. Staff discussed the external impacts to the LEC bid strategy – trying to maintain/protect reliability of the facility while also maintaining Resource Adequacy benefits.

Steve Hance reviewed some potential market model scenarios with the Committee, and a discussion followed.

Some Members expressed hesitancy to approve any temporary change to the bid strategy in this meeting. After a brief discussion, it was determined that a Special Meeting will need to be scheduled so Members have the opportunity to review and discuss their options internally. A Special LEC PPC Meeting for this item will be held on Friday, May 13 at 10:00 a.m. Pacific Standard Time.

INFORMATIONAL ITEMS

13. Additional Operational Updates

There were no additional operational updates at this time.

Adjournment

The next regular meeting of the PPC is scheduled for Monday, June 6, 2022 at 10:00 a.m. Pacific Standard Time.

The meeting was adjourned at 11:31 a.m.

Submitted by: MICHELLE SCHELLENTRAGER

DRAFT

Lodi Energy Center Project Participant Committee

Operational Report

Agenda Item No.: 4

Date: 6/6/2022

To: Lodi Energy Center Project Participant Committee

Safety

- OSHA Recordable: 0 Accidents.

Notice of Violations

- Permits: 0 Violations Issued.
- NERC/WECC: 0 Violations Issued.

Outage Summaries:

- 3/01 @ 00:00 – 6/19 @ 23:59; CT ULN and ST Generator Major Maintenance Outage, OMS 11341152

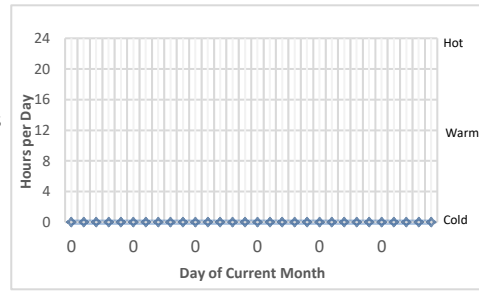
Planned Outage Summaries:

- April 1-30, 2023; Annual Maintenance Outage

Generating Unit Statistics:**Date:**

5/1/2022

1. Monthly Production 0 MWh
2. Productivity Factor
- a. Service Hours 0 Hours
- b. Service Factor 0.0% %
- c. Capacity Factor @ 302MW Pmax 0.0 %
3. Equivalent Operating Availability (EOA) 0.0 %
4. Forced Outage Rate (FOR) #DIV/0! %



5. Heat Rate Deviation

a. Fuel Cost (Not Current Market Price)

4.00 \$/mmBTU

| MW Range | PMOA HR BTU/kW- Hr | Average HR BTU/kW-Hr | Deviation % | Production MWh | Cost \$ |
|------------------|--------------------------|-------------------------|----------------|-------------------|------------|
| Seg. 1 296 + | 6850 | 0 | 0.00% | 0 | \$0 |
| Seg. 2 284 - 296 | 6870 | 0 | 0.00% | 0 | \$0 |
| Seg. 3 275 - 284 | 6971 | 0 | 0.00% | 0 | \$0 |
| Seg. 4 250 - 275 | 7081 | 0 | 0.00% | 0 | \$0 |
| Seg. 5 225 - 250 | 7130 | 0 | 0.00% | 0 | \$0 |
| Seg. 6 200 - 225 | 7200 | 0 | 0.00% | 0 | \$0 |
| Seg. 7 175 - 225 | 7450 | 0 | 0.00% | 0 | \$0 |
| Seg. 8 165 - 175 | 7760 | 0 | 0.00% | 0 | \$0 |
| | 7,164 | #DIV/0! | 0.00% | 0 | \$0 |

6. AGC Control Deviation

| MW Range | High Dev MWh | Low Dev MWh | Total Dev MWh | Cost \$ |
|------------------|-----------------|----------------|------------------|------------|
| Seg. 1 296 + | 0 | 0 | 0 | \$0 |
| Seg. 2 284 - 296 | 0 | 0 | 0 | \$0 |
| Seg. 3 275 - 284 | 0 | 0 | 0 | \$0 |
| Seg. 4 250 - 275 | 0 | 0 | 0 | \$0 |
| Seg. 5 225 - 250 | 0 | 0 | 0 | \$0 |
| Seg. 6 200 - 225 | 0 | 0 | 0 | \$0 |
| Seg. 7 175 - 225 | 0 | 0 | 0 | \$0 |
| Seg. 8 165 - 175 | 0 | 0 | 0 | \$0 |
| | 0 | 0 | 0 | \$0 |

7. Starting Reliability

| Start Type | Hot Starts | Warm Starts | Cold Starts |
|------------------------------------|------------|-------------|-------------|
| Number of Starts | 0 | 0 | 0 |
| Start Time Benchmark (Minutes) | 75 | 110 | 200 |
| Start Time Actual (Average Minute) | 0 | 0 | 0 |
| Start Time Deviation (%) | 0% | 0% | 0% |
| Start Fuel Benchmark PMOA (mmBTU) | 1,300 | 1,800 | 3,500 |
| Start Fuel Actual (Average mmBTU) | 0 | 0 | 0 |
| Fuel Deviation (%) | 0% | 0% | 0% |
| Costs of Fuel Deviations (\$) | \$0 | \$0 | \$0 |

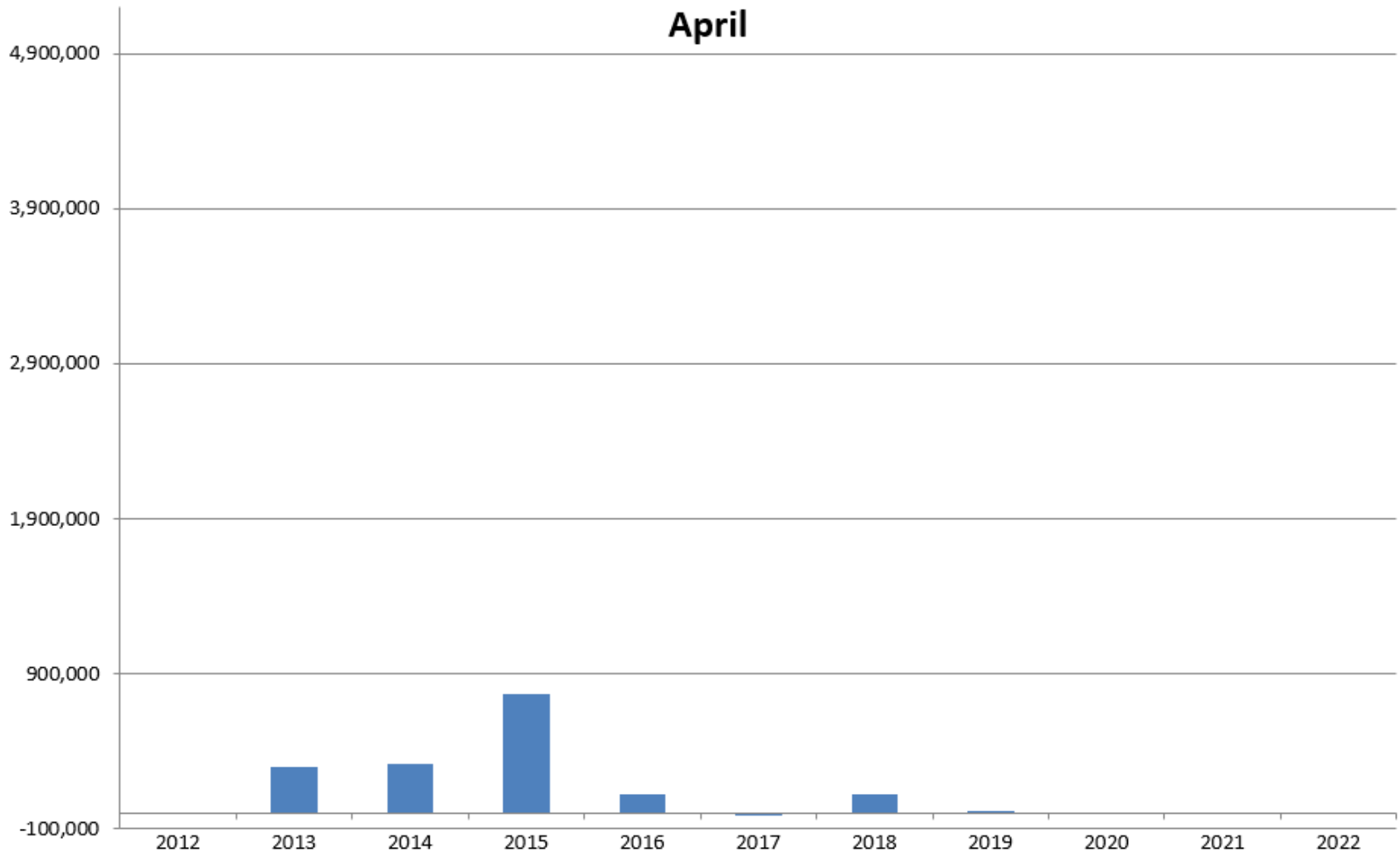
Lodi Energy Center
Monthly Budget Analysis
Expenditures
Report Date: 06/01/2022

| | July | August | September | October | November | December | January | February | March | April | May | June | Year | FY2022 Budget | Percent Used | Comments |
|--------------------------------------|-------------|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|------------------|-----------------------|----------------------------------|
| VOM | 9,973,134 | 10,171,044 | 11,917,713 | 12,637,208 | 12,875,378 | 6,895,212 | 3,306,184 | 3,131,149 | 30,108 | -39,158 | 21,261 | 7,252,476 | 78,171,710 | 44,037,328 | 177.5% | |
| Capacity Factor | 91% | 89% | 92% | 85% | 87% | 51% | 25% | 15% | 0% | 0% | 0% | 79% | 51% | 48% | 107.0% | Plannged outage March thru Jun19 |
| Fuel Consumed (mmBTU, estimated) | 1,420,025 | 1,389,734 | 1,383,289 | 1,330,762 | 1,334,646 | 826,291 | 403,005 | 219,330 | 0 | 0 | 0 | 1,233,982 | 9,541,063 | 6,475,833 | 147.3% | |
| Avg Fuel Cost (\$/mmBTU) | 5.29 | 5.56 | 6.85 | 7.23 | 6.30 | 6.19 | 5.92 | 6.15 | 0.00 | 0.00 | 0.00 | 0.00 | 5.41 | 4.72 | 114.5% | |
| Power Produced (MWhr, estimated) | 204,130 | 200,395 | 199,055 | 189,965 | 189,397 | 115,364 | 55,697 | 29,592 | 0 | 0 | 0 | 171,386 | 1,354,981 | 945,377 | 143.3% | |
| Avg Power Price (\$/MWhr) | 72.84 | 66.18 | 71.56 | 76.12 | 65.05 | 74.88 | 67.31 | 77.63 | 0.00 | 0.00 | 0.00 | 0.00 | 61.88 | 52.25 | 118.4% | |
| Operations / Variable / LTSA | 208,331 | 139,261 | 176,151 | 240,945 | 1,573,747 | 138,127 | 81,725 | 1,281,113 | 30,108 | -39,158 | 21,261 | 540,812 | 4,392,422 | 3,601,753 | 122.0% | |
| Fuel (estimated) | 7,516,063 | 7,721,496 | 9,476,215 | 9,617,541 | 8,411,777 | 5,113,416 | 2,385,777 | 1,349,426 | 0 | 0 | 0 | 4,766,786 | 56,358,497 | 31,029,301 | 181.6% | |
| AB32 GHG Offset (estimated) | 1,754,343 | 1,752,725 | 1,893,734 | 2,045,914 | 2,346,195 | 1,339,784 | 702,007 | 349,209 | 0 | 0 | 0 | 1,450,482 | 13,634,392 | 6,268,971 | 217.5% | |
| CA ISO Charges (estimated) | 494,397 | 557,562 | 371,613 | 732,809 | 543,658 | 303,886 | 136,675 | 151,402 | 0 | 0 | 0 | 494,397 | 3,786,398 | 3,137,303 | 120.7% | |
| Routine O&M (Fixed) | 1,370,254 | 1,247,653 | 878,388 | 1,157,098 | 2,544,948 | 984,947 | 1,358,407 | 1,049,969 | 1,389,710 | 1,358,331 | 978,663 | 981,398 | 15,299,766 | 12,766,299 | 119.8% | |
| Maintenance / Fixed | 410,514 | 180,863 | 155,734 | 213,715 | 181,413 | 248,251 | 477,402 | 299,229 | 397,679 | 376,769 | 216,134 | 216,134 | 3,373,837 | 2,989,071 | 112.9% | Outage |
| Administration | 4,749 | 2,109 | 4,458 | 6,998 | 20,420 | 5,531 | 21,532 | 5,412 | 4,926 | 5,108 | 18,023 | 18,024 | 117,290 | 216,277 | 54.2% | |
| Mandatory Costs | 32,768 | 120,740 | 14,347 | 16,887 | 18,948 | 22,527 | 18,794 | 10,731 | 31,434 | 35,039 | 12,500 | 15,245 | 349,960 | 312,245 | 112.1% | |
| Inventory Stock | 13,076 | 253,650 | 0 | 270,451 | 1,639,616 | 5,443 | 127,235 | 35,754 | 19,898 | 16,773 | 0 | 0 | 2,381,896 | - | 0.0% | |
| Labor | 652,467 | 426,770 | 446,181 | 391,268 | 411,041 | 446,515 | 551,544 | 438,059 | 674,695 | 664,174 | 464,645 | 464,645 | 6,032,004 | 6,040,384 | 99.9% | Outage OT |
| Insurance | 131,374 | 131,374 | 131,374 | 131,374 | 131,374 | 131,374 | 29,307 | 131,374 | 131,374 | 131,374 | 131,374 | 131,368 | 1,474,415 | 1,576,482 | 93.5% | |
| Power Management & Settlements | 125,306 | 125,306 | 125,306 | 125,306 | 125,306 | 125,306 | 125,306 | 125,306 | 125,306 | 125,306 | 125,306 | 125,303 | 1,503,669 | 1,503,669 | 100.0% | |
| Other Costs | 0 | 6,841 | 988 | 1,099 | 16,830 | 0 | 7,287 | 4,104 | 4,398 | 3,788 | 10,681 | 10,679 | 66,695 | 128,171 | 52.0% | |
| Projects | 163,427 | 206,099 | 197,649 | 156,259 | 158,193 | 239,577 | 183,306 | 215,223 | 1,067,666 | 473,584 | 417,244 | 417,226 | 3,895,453 | 5,006,910 | 77.8% | |
| Maintenance Reserve | 156,259 | 156,259 | 156,259 | 156,259 | 156,259 | 156,259 | 156,259 | 156,259 | 156,259 | 156,259 | 156,259 | 156,253 | 1,875,102 | 1,875,102 | 100.0% | |
| Operations & Maintenance Projects | 7,168 | 49,840 | 41,390 | 0 | 1,934 | 83,318 | 27,047 | 58,964 | 473,492 | 317,325 | 114,610 | 114,598 | 1,289,686 | 1,375,308 | 93.8% | Outage |
| Capital Projects | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 437,915 | 0 | 146,375 | 146,375 | 730,665 | 1,756,500 | 41.6% | |
| A&G | 159,749 | 229,105 | 235,597 | 208,151 | 208,151 | 208,151 | 208,151 | 208,151 | 208,151 | 208,151 | 208,180 | 208,174 | 2,497,862 | 2,498,154 | 100.0% | |
| Administrative & General (Allocated) | 134,398 | 198,391 | 200,472 | 177,754 | 177,754 | 177,754 | 177,754 | 177,754 | 177,754 | 177,754 | 177,777 | 177,774 | 2,133,090 | 2,133,321 | 100.0% | |
| Generation Services Shared | 25,351 | 30,714 | 35,125 | 30,397 | 30,397 | 30,397 | 30,397 | 30,397 | 30,397 | 30,397 | 30,403 | 30,400 | 364,772 | 364,833 | 100.0% | |
| Total O&M Cost | 11,666,564 | 11,853,901 | 13,229,347 | 14,158,716 | 15,786,670 | 8,327,887 | 5,056,048 | 4,604,492 | 2,695,635 | 2,000,908 | 1,625,347 | 8,859,274 | 99,864,790 | 64,308,691 | 155.3% | |
| Debt Service | 2,197,050 | 2,197,050 | 2,197,050 | 2,197,050 | 2,197,050 | 2,197,050 | 2,197,050 | 2,197,050 | 2,197,050 | 2,197,050 | 2,167,357 | 2,167,355 | 26,305,212 | 26,008,268 | 101.1% | |
| Revenues | 14,889,851 | 13,271,811 | 14,285,186 | 14,481,816 | 12,346,225 | 8,648,200 | 3,772,722 | 2,318,748 | 16,134 | 11,486 | 32,152 | 8,307,334 | 92,381,665 | 57,033,857 | 162.0% | |
| ISO Energy Sales (estimated) | 14,868,316 | 13,262,248 | 14,244,822 | 14,460,125 | 12,319,751 | 8,637,919 | 3,749,146 | 2,297,347 | 0 | 0 | 0 | 8,075,393 | 91,915,067 | 49,394,211 | 186.1% | |
| Other Income | 21,535 | 9,563 | 40,364 | 21,691 | 26,474 | 10,281 | 23,576 | 21,401 | 16,134 | 11,486 | 32,152 | 231,941 | 466,598 | 7,639,646 | | |
| Net | \$1,026,237 | (\$779,140) | (\$1,141,211) | (\$1,873,950) | (\$5,637,494) | (\$1,876,737) | (\$3,480,376) | (\$4,482,795) | (\$4,876,551) | (\$4,186,472) | (\$3,760,552) | (\$2,719,295) | (\$33,788,337) | (\$33,283,102) | Above budget by 1.52% | |

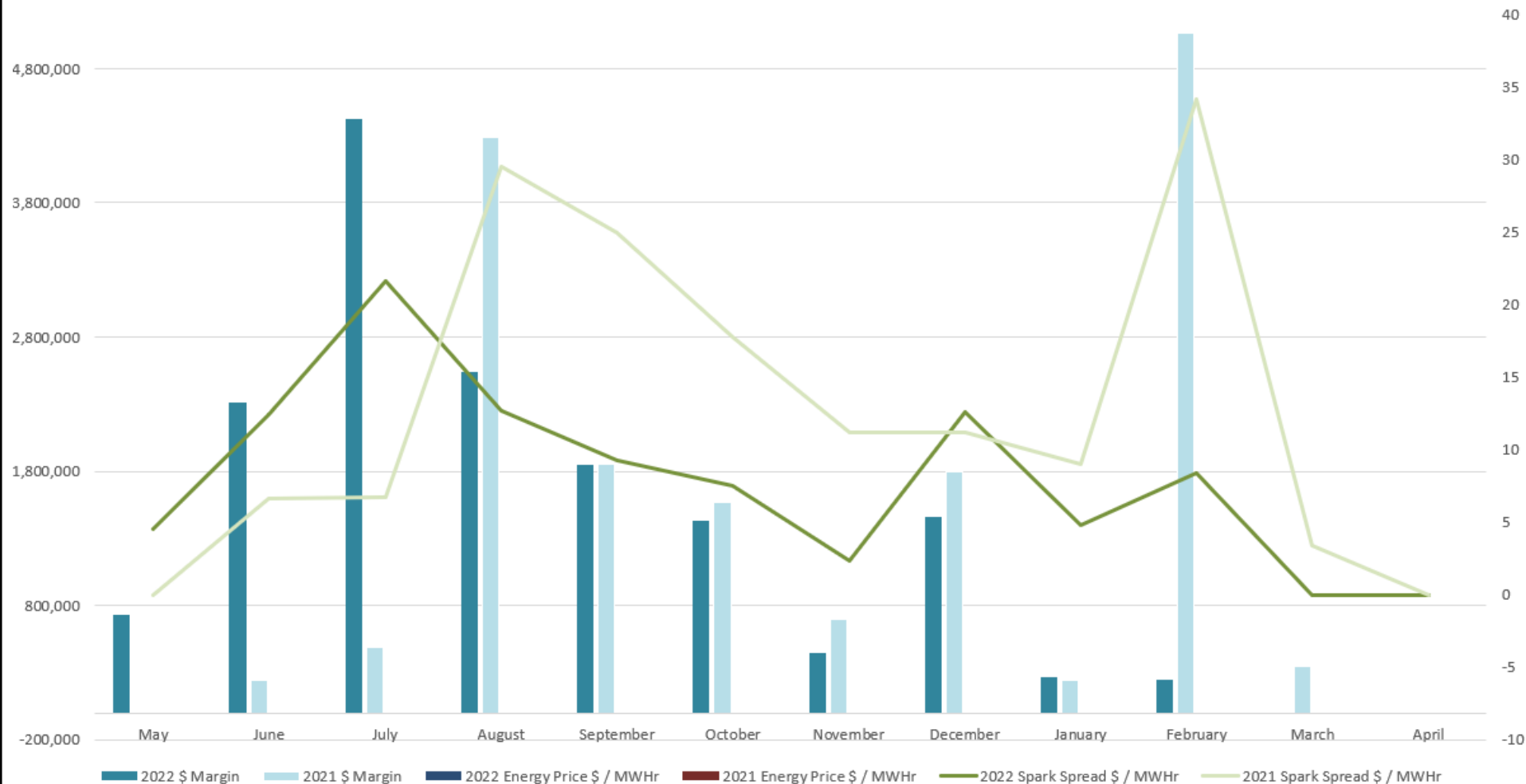
April Asset Report

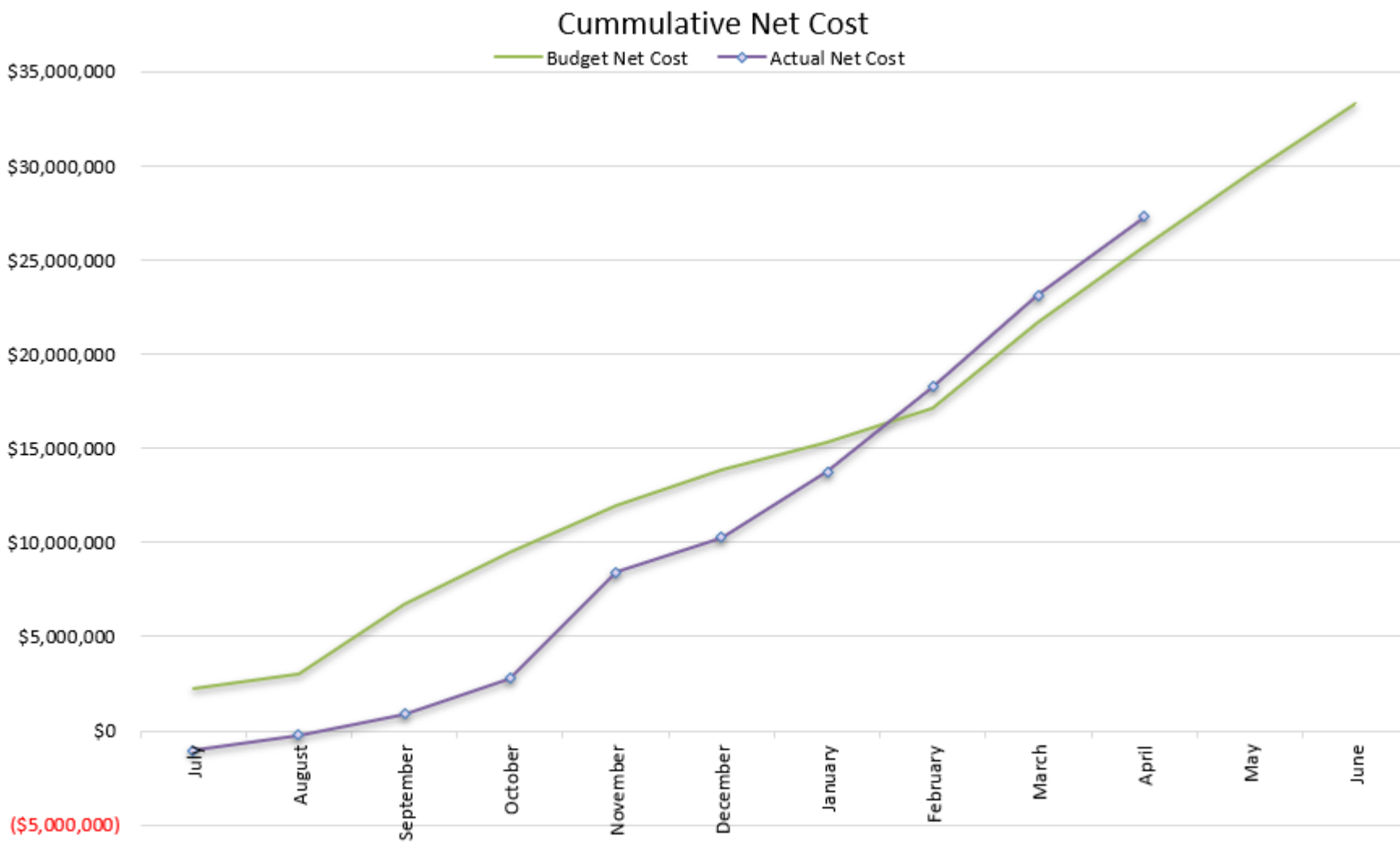
| | | Most Recent | | Above / (below) | Percent Difference | |
|--------------------|-------------|--------------|--------------|--------------------------|-----------------------|--|
| | Actual | Forecast | Budget | Forecast | Above / (below) | |
| Revenue | 11,486 | 32,153 | 32,153 | (20,667) | -64% | |
| VOM | -39,158 | 835,849 | 151,345 | (875,007) | -105% | |
| Fixed | 1,358,331 | 1,112,528 | 1,112,528 | 245,803 | 22% | |
| Projects | 473,584 | 417,244 | 417,244 | 56,340 | 14% | |
| A&G | 208,151 | 208,180 | 208,180 | (29) | 0% | |
| Debt | 2,197,050 | 2,167,355 | 2,167,355 | 29,695 | 1.37% | |
| Net Cost | (4,186,472) | (4,709,003) | (4,024,499) | 522,531 | -11% | |
| | | | | | | |
| Net Annual Cost | | (33,788,337) | (33,283,102) | (\$505,235) | | |
| | | | | Above budget by 1.52% | | |

Historical Margins



Historical Monthly Comparison







651 Commerce Drive
Roseville, CA 95678

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

LEC Treasurer's Report

AGENDA ITEM NO.: 6

Date: June 6, 2022
To: LEC Project Participant Committee
Subject: Treasurer's Report for the Month Ended April 30, 2022

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

Cash - At month end cash totaled \$767.

Investments - The carrying value of the LEC's investment portfolio totaled \$43,055,847 at month end. The current market value of the portfolio totaled \$41,922,344.

The overall portfolio had a combined weighted average interest rate of 0.625% with a bond equivalent yield (yield to maturity) of 0.567%. Investments with a maturity greater than one year totaled \$13,994,000. During the month \$1,956,690 was invested.

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

Interest Rates - During the month, rates on 90 day T-Bills increased 33 basis points from 0.52% to 0.85% and rates on one year T-Bills increased 48 basis points from 1.55% to 2.03%.

To the best of my knowledge and belief, all securities held by LEC as of April 30, 2022 are in compliance with the Agency's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

Environmental Analysis

The Treasurer's report will not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

Respectfully submitted,

Monty Hanks

MONTY HANKS
Assistant General Manager/CFO
Administrative Services/Finance

Prepared by:

Sandra Ainsworth

SONDRA AINSWORTH
Treasurer-Controller

Attachments

LODI ENERGY CENTER

TREASURER'S REPORT

APRIL 30, 2022

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| INTEREST RATE/YIELD ANALYSIS | 4 |
| INVESTMENT MATURITIES ANALYSIS | 5 |
| DETAIL REPORT OF INVESTMENTS | APPENDIX |

**Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash & Investment Balance
April 30, 2022**

| | CASH | INVESTMENTS | TOTAL | PERCENT | INVESTMENTS at MARKET |
|---------------------------------|---------------|----------------------|----------------------|----------------|----------------------------------|
| MANDATORY FUNDS | | | | | |
| Debt Service Account | \$ 767 | \$ 18,111,896 | \$ 18,112,663 | 42.07% | \$ 18,109,440 |
| Debt Service Reserve | - | 12,786,566 | 12,786,566 | 29.70% | 12,433,955 |
| O & M Reserve | - | 11,696,272 | 11,696,272 | 27.15% | 10,917,836 |
| | 767 | 42,594,734 | 42,595,501 | 98.92% | 41,461,231 |
| ADDITIONAL PROJECT FUNDS | | | | | |
| GHG Cash Account | - | 461,113 | 461,113 | 1.08% | 461,113 |
| Participant Deposit Account | - | - | - | - | - |
| | \$ 767 | \$ 43,055,847 | \$ 43,056,614 | 100.00% | \$ 41,922,344 |

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Cash Activity Summary
April 30, 2022

| | RECEIPTS | | | EXPENDITURES | | | CASH |
|---------------------------------|-------------|----------------------|-------------------------|--------------|-------------------------|----------------------------------|--------------------------|
| | OPS/CONSTR | INTEREST (NOTE B) | INVESTMENTS (NOTE A) | OPS/CONSTR | INVESTMENTS (NOTE B) | INTER-COMPANY/ FUND TRANSFERS | INCREASE / (DECREASE) |
| MANDATORY FUNDS | | | | | | | |
| Debt Service Account | \$ - | \$ - | \$ 655 | \$ - | \$ (1,346,450) | \$ 1,345,892 | \$ 97 |
| Debt Service Reserve | - | - | - | - | - | - | - |
| O & M Reserve | - | 15,240 | 595,000 | - | (610,240) | - | - |
| | - | 15,240 | 595,655 | - | (1,956,690) | 1,345,892 | 97 |
| ADDITIONAL PROJECT FUNDS | | | | | | | |
| GHG Cash Account | - | 297 | 11,092 | - | - | (11,389) | - |
| Participant Deposit Account | - | - | - | - | - | - | - |
| TOTAL | \$ - | \$ 15,537 | \$ 606,747 | \$ - | \$ (1,956,690) | \$ 1,334,503 | \$ 97 |

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

Northern California Power Agency/Lodi Energy Center
Treasurer's Report
Investment Activity Summary
April 30, 2022

| | | | (NON-CASH) | (NON-CASH) | INVESTMENTS | |
|---------------------------------|---------------------|---------------------|----------------------|------------------------|-------------|--------------------------|
| | PURCHASED | SOLD OR MATURED | DISC/(PREM) AMORT | GAIN/(LOSS) ON SALE | TRANSFERS | INCREASE / (DECREASE) |
| MANDATORY FUNDS | | | | | | |
| Debt Service Account | \$ 1,346,450 | \$ (655) | \$ 1,960 | \$ - | \$ - | \$ 1,347,755 |
| Debt Service Reserve | - | - | (946) | - | - | (946) |
| O & M Reserve | 610,240 | (595,000) | (865) | (95) | - | 14,280 |
| | <u>1,956,690</u> | <u>(595,655)</u> | <u>149</u> | <u>(95)</u> | <u>-</u> | <u>1,361,090</u> |
| ADDITIONAL PROJECT FUNDS | | | | | | |
| GHG Cash Account | - | (11,092) | - | - | - | (11,092) |
| Participant Deposit Acct. | - | - | - | - | - | - |
| TOTAL | <u>\$ 1,956,690</u> | <u>\$ (606,747)</u> | <u>\$ 149</u> | <u>\$ (95)</u> | <u>\$ -</u> | <u>\$ 1,349,998</u> |

Less Non- Cash Activity

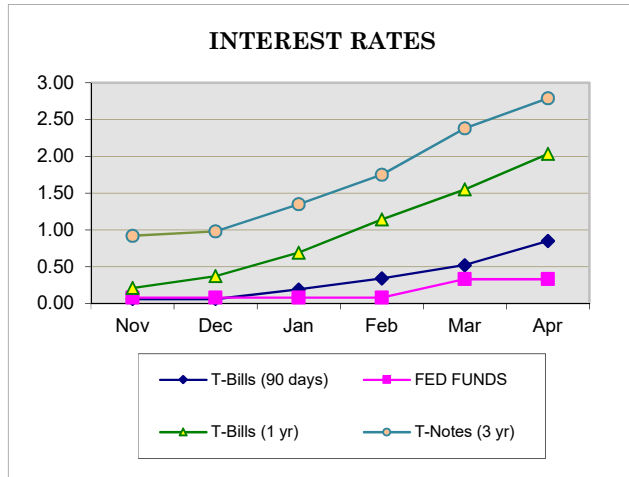
| | |
|---|----------------------------|
| Disc/(Prem) Amortization & Gain/(Loss) on Sale | (149) |
| Net Change in Investment –Before Non-Cash Activity | <u><u>\$ 1,349,849</u></u> |

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency/Lodi Energy Center
Interest Rate/Yield Analysis
April 30, 2022

| | WEIGHTED AVERAGE INTEREST RATE | BOND EQUIVALENT YIELD |
|-----------------------------|---|--------------------------------------|
| OVERALL COMBINED | 0.625% | 0.567% |
| Debt Service Account | 0.157% | 0.159% |
| Debt Service Reserve | 1.007% | 0.889% |
| O & M Reserve | 0.946% | 0.858% |
| GHG Cash Account | 0.315% | 0.315% |

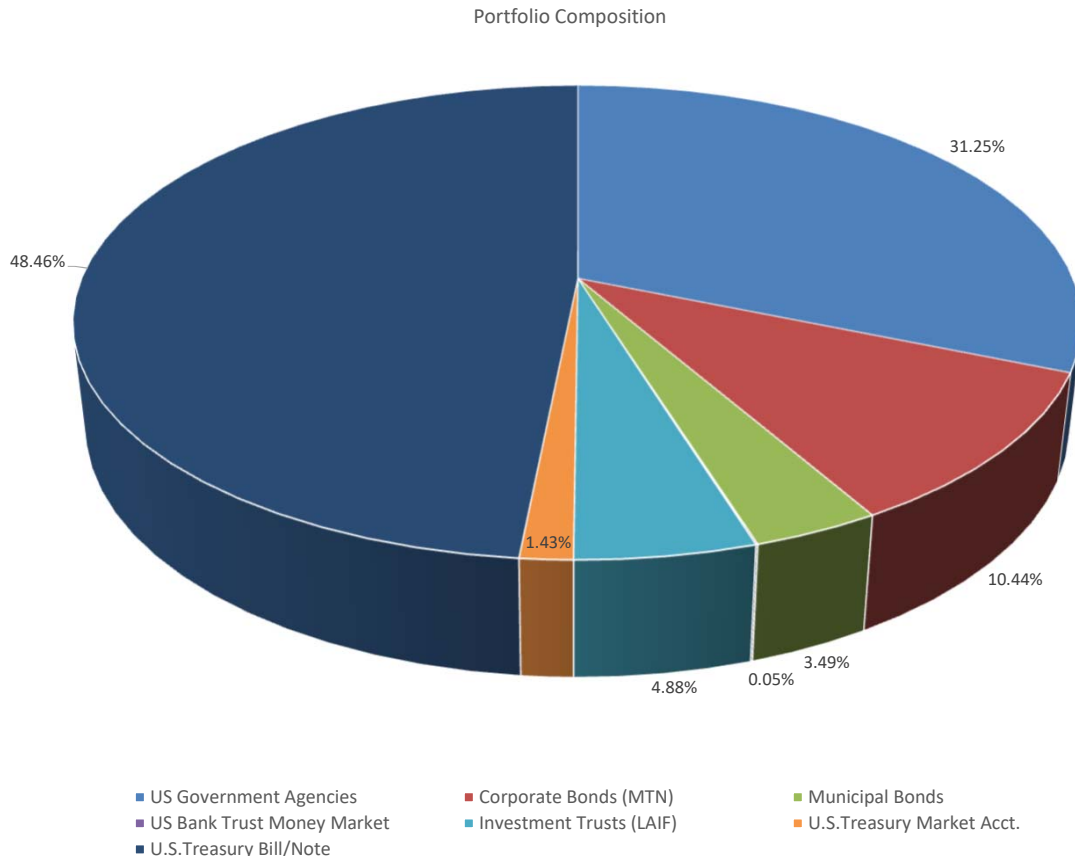
| KEY INTEREST RATES | | |
|------------------------------|----------------|-----------------------|
| | CURRENT | PRIOR YEAR |
| Fed Funds (Overnight) | 0.33% | 0.07% |
| T-Bills (90da.) | 0.85% | 0.01% |
| Agency Disc (90da.) | 1.00% | 0.05% |
| T-Bills (1yr.) | 2.03% | 0.05% |
| Agency Disc (1yr.) | 2.18% | 0.07% |
| T-Notes (3yr.) | 2.79% | 0.35% |



Northern California Power Agency/Lodi Energy Center
Total Portfolio
Investment Maturities Analysis
April 30, 2022

| Type | 0-7 Days | 8-90 Days | 91-180 Days | 181-270 Days | 271-365 Days | 1-5 Years | 6-10 Years | Total | Percent |
|----------------------------|-----------------|-----------------|----------------|-----------------|-----------------|-----------------|---------------|------------------|----------------|
| US Government Agencies | \$ - | \$ 5,447 | \$ - | \$ - | \$ - | \$ 8,000 | \$ - | \$ 13,447 | 31.25% |
| Corporate Bonds (MTN) | - | - | - | - | - | 4,494 | - | 4,494 | 10.44% |
| Municipal Bonds | - | - | - | - | - | 1,500 | - | 1,500 | 3.49% |
| US Bank Trust Money Market | 23 | - | - | - | - | - | - | 23 | 0.05% |
| Investment Trusts (LAIF) | 2,099 | - | - | - | - | - | - | 2,099 | 4.88% |
| U.S.Treasury Market Acct. | 615 | - | - | - | - | - | - | 615 | 1.43% |
| U.S.Treasury Bill/Note | - | 20,849 | - | - | - | - | - | 20,849 | 48.46% |
| Total Dollars | \$ 2,737 | \$26,296 | \$ - | \$ - | \$ - | \$13,994 | \$ - | \$ 43,027 | 100.00% |
| Total Percents | 6.36% | 61.12% | 0.00% | 0.00% | 0.00% | 32.52% | 0.00% | 100.00% | |

Investments are shown at Face Value, in thousands.



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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



Northern California Power Agency

Treasurer's Report

04/30/2022

LEC Issue #1 2010B DS Fund

| Issuer | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchased Price | Maturity Date | Days to Maturity | Bond* Equiv Yield | Market Value | CUSIP | Investment # | Carrying Value |
|------------------------|---------------------|--------------|---------------|---------------|-----------------|---------------|------------------|-------------------|--------------|-----------|--------------|----------------|
| US Bank Trust | USB | 640 | 0.010 | | 640 | | 1 | 0.010 | 640 | SYS79004 | 79004 | 640 |
| U.S. Treasury | USBT | 3,548,000 | 0.080 | 12/01/2021 | 3,546,604 | 05/26/2022 | 25 | 0.081 | 3,547,219 | 912796Q36 | 27326 | 3,547,802 |
| U.S. Treasury | USBT | 130,000 | 0.080 | 12/29/2021 | 129,957 | 05/26/2022 | 25 | 0.081 | 129,971 | 912796Q36 | 27347 | 129,993 |
| U.S. Treasury | USBT | 260,000 | 0.310 | 02/28/2022 | 259,794 | 05/31/2022 | 30 | 0.314 | 259,930 | 912796V30 | 27372 | 259,933 |
| U.S. Treasury | USBT | 129,000 | 0.309 | 03/29/2022 | 128,930 | 05/31/2022 | 30 | 0.314 | 128,965 | 912796V30 | 27382 | 128,967 |
| Federal Home Loan Ba | USBT | 130,000 | 0.419 | 04/27/2022 | 129,947 | 06/01/2022 | 31 | 0.425 | 129,922 | 313385XN1 | 27394 | 129,953 |
| Fund Total and Average | | \$ 4,197,640 | 0.112 | | \$ 4,195,872 | | 26 | 0.114 | \$ 4,196,647 | | | \$ 4,197,288 |

LEC Issue #2 2010B DS Fund

| | | | | | | | | | | | | |
|------------------------|------|--------------|-------|------------|--------------|------------|----|-------|--------------|-----------|-------|--------------|
| US Bank Trust | USB | 499 | 0.010 | | 499 | | 1 | 0.010 | 499 | SYS79012 | 79012 | 499 |
| U.S. Treasury | USBT | 4,165,000 | 0.080 | 12/01/2021 | 4,163,362 | 05/26/2022 | 25 | 0.081 | 4,164,084 | 912796Q36 | 27327 | 4,164,767 |
| U.S. Treasury | USBT | 550,000 | 0.080 | 12/29/2021 | 549,819 | 05/26/2022 | 25 | 0.081 | 549,879 | 912796Q36 | 27348 | 549,969 |
| U.S. Treasury | USBT | 1,100,000 | 0.309 | 02/28/2022 | 1,099,129 | 05/31/2022 | 30 | 0.314 | 1,099,703 | 912796V30 | 27373 | 1,099,716 |
| U.S. Treasury | USBT | 549,000 | 0.309 | 03/29/2022 | 548,702 | 05/31/2022 | 30 | 0.314 | 548,852 | 912796V30 | 27383 | 548,858 |
| Federal Home Loan Ba | USBT | 550,000 | 0.419 | 04/27/2022 | 549,775 | 06/01/2022 | 31 | 0.426 | 549,670 | 313385XN1 | 27395 | 549,801 |
| Fund Total and Average | | \$ 6,914,499 | 0.162 | | \$ 6,911,286 | | 27 | 0.164 | \$ 6,912,687 | | | \$ 6,913,610 |

LEC Issue#1 2017A DS Fund

| | | | | | | | | | | | | |
|------------------------|------|---------------|-------|------------|---------------|------------|----|-------|----------------|-----------|-------|---------------|
| U.S. Treasury | USBT | 3,659,000 | 0.080 | 12/01/2021 | 3,657,561 | 05/26/2022 | 25 | 0.081 | 3,658,195 | 912796Q36 | 27328 | 3,658,796 |
| U.S. Treasury | USBT | 668,000 | 0.080 | 12/29/2021 | 667,780 | 05/26/2022 | 25 | 0.081 | 667,853 | 912796Q36 | 27349 | 667,963 |
| U.S. Treasury | USBT | 1,334,000 | 0.309 | 02/28/2022 | 1,332,943 | 05/31/2022 | 30 | 0.314 | 1,333,640 | 912796V30 | 27374 | 1,333,655 |
| U.S. Treasury | USBT | 674,000 | 0.309 | 03/29/2022 | 673,634 | 05/31/2022 | 30 | 0.314 | 673,818 | 912796V30 | 27384 | 673,826 |
| Federal Home Loan Ba | USBT | 667,000 | 0.420 | 04/27/2022 | 666,728 | 06/01/2022 | 31 | 0.426 | 666,600 | 313385XN1 | 27396 | 666,759 |
| Fund Total and Average | | \$ 7,002,000 | 0.179 | | \$ 6,998,646 | | 27 | 0.181 | \$ 7,000,106 | | | \$ 7,000,999 |
| GRAND TOTALS: | | \$ 18,114,139 | 0.157 | | \$ 18,105,804 | | 27 | 0.159 | \$ 18,109,440. | | | \$ 18,111,897 |

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2022



Northern California Power Agency

Treasurer's Report

04/30/2022

LEC Issue #1 2010 DSR Fund

| Issuer | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchased Price | Maturity Date | Days to Maturity | Bond* Equiv Yield | Market Value | CUSIP | Investment # | Carrying Value |
|-------------------------------|---------------------|---------------------|---------------|---------------|---------------------|---------------|------------------|-------------------|---------------------|-----------|--------------|---------------------|
| US Bank Trust | USB | 18,650 | 0.010 | | 18,650 | | 1 | 0.010 | 18,650 | SYS79005 | 79005 | 18,650 |
| U.S. Treasury | USBT | 63,000 | 0.080 | 12/29/2021 | 62,979 | 05/26/2022 | 25 | 0.081 | 62,986 | 912796Q36 | 27350 | 62,997 |
| Federal Home Loan Ba | USB | 4,100,000 | 2.125 | 08/28/2017 | 4,168,306 | 06/10/2022 | 40 | 1.760 | 4,106,806 | 313379Q69 | 26463 | 4,101,547 |
| U.S. Treasury | USBT | 509,000 | 0.035 | 07/23/2021 | 508,835 | 06/16/2022 | 46 | 0.036 | 508,720 | 912796J42 | 27244 | 508,977 |
| Federal Farm Credit | USBT | 4,430,000 | 0.840 | 03/02/2021 | 4,430,000 | 03/02/2026 | 1,401 | 0.840 | 4,085,479 | 3133EMSK9 | 27199 | 4,430,000 |
| Federal Home Loan Ba | USBT | 150,000 | 0.875 | 08/27/2021 | 150,528 | 06/12/2026 | 1,503 | 0.799 | 137,948 | 3130AN4T4 | 27270 | 150,453 |
| Fund Total and Average | | \$ 9,270,650 | 1.358 | | \$ 9,339,298 | | 714 | 1.195 | \$ 8,920,589 | | | \$ 9,272,624 |

LEC Iss#1 2010B BABS Subs Resv

| | | | | | | | | | | | | |
|-------------------------------|------|---------------------|--------------|------------|---------------------|------------|-----------|--------------|---------------------|-----------|-------|---------------------|
| US Bank Trust | USB | 1,843 | 0.010 | 07/01/2021 | 1,843 | | 1 | 0.010 | 1,843 | SYS79006 | 79006 | 1,843 |
| U.S. Treasury | USBT | 2,369,000 | 0.080 | 11/30/2021 | 2,368,068 | 05/26/2022 | 25 | 0.081 | 2,368,479 | 912796Q36 | 27320 | 2,368,868 |
| Fund Total and Average | | \$ 2,370,843 | 0.080 | | \$ 2,369,911 | | 25 | 0.081 | \$ 2,370,322 | | | \$ 2,370,711 |

LEC Issue #2 2010B DSR BABS

| | | | | | | | | | | | | |
|-------------------------------|------|----------------------|--------------|------------|----------------------|------------|------------|--------------|-----------------------|-----------|-------|----------------------|
| US Bank Trust | USB | 1,295 | 0.010 | | 1,295 | | 1 | 0.010 | 1,295 | SYS79013 | 79013 | 1,295 |
| U.S. Treasury | USBT | 1,142,000 | 0.080 | 11/30/2021 | 1,141,551 | 05/26/2022 | 25 | 0.081 | 1,141,749 | 912796Q36 | 27321 | 1,141,937 |
| Fund Total and Average | | \$ 1,143,295 | 0.080 | | \$ 1,142,846 | | 25 | 0.081 | \$ 1,143,044 | | | \$ 1,143,232 |
| GRAND TOTALS: | | \$ 12,784,788 | 1.007 | | \$ 12,852,055 | | 525 | 0.889 | \$ 12,433,955. | | | \$ 12,786,567 |

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

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2022

Callable Dates:

Inv #
27199 FFCB Anytime



Northern California Power Agency

Treasurer's Report

04/30/2022

LEC O & M Reserve

| Issuer | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchased Price | Maturity Date | Days to Maturity | Bond* Equiv Yield | Market Value | CUSIP | Investment # | Carrying Value |
|------------------------|---------------------|---------------|---------------|---------------|-----------------|---------------|------------------|-------------------|----------------|-----------|--------------|----------------|
| Local Agency Investm | | 1,637,542 | 0.315 | | 1,637,542 | | 1 | 0.315 | 1,637,542 | SYS70047 | 70047 | 1,637,542 |
| First American Govt. | USBGC | 614,680 | 0.002 | | 614,680 | | 1 | 0.002 | 614,680 | SYS70041 | 70041 | 614,680 |
| Caterpillar Financia | USBGC | 465,000 | 3.250 | 02/03/2020 | 496,569 | 12/01/2024 | 945 | 1.776 | 466,428 | 14912L6G1 | 26952 | 481,892 |
| Nashville Met Gov | USBGC | 500,000 | 0.610 | 02/18/2021 | 500,000 | 07/01/2025 | 1,157 | 0.610 | 461,895 | 592112UB0 | 27176 | 500,000 |
| Federal National Mtg | USBGC | 1,000,000 | 0.600 | 07/30/2020 | 1,001,000 | 07/29/2025 | 1,185 | 0.579 | 928,680 | 3136G4D75 | 27047 | 1,000,649 |
| Federal National Mtg | USBGC | 1,000,000 | 0.600 | 08/18/2020 | 1,000,000 | 08/18/2025 | 1,205 | 0.600 | 927,530 | 3136G4G72 | 27057 | 1,000,000 |
| Federal Farm Credit | USBGC | 750,000 | 0.530 | 09/29/2020 | 750,000 | 09/29/2025 | 1,247 | 0.530 | 690,105 | 3133EMBH4 | 27083 | 750,000 |
| Federal Farm Credit | USBGC | 670,000 | 0.530 | 09/29/2020 | 670,000 | 09/29/2025 | 1,247 | 0.530 | 615,475 | 3133EMBJ0 | 27084 | 670,000 |
| Apple Inc. | USBGC | 500,000 | 0.700 | 02/17/2021 | 500,000 | 02/08/2026 | 1,379 | 0.699 | 456,650 | 037833EB2 | 27170 | 500,000 |
| JP Morgan | USBGC | 500,000 | 1.200 | 04/30/2021 | 500,000 | 04/30/2026 | 1,460 | 1.200 | 447,500 | 48128G3G3 | 27222 | 500,000 |
| MassMutual Global Fu | USBGC | 1,000,000 | 1.200 | 08/02/2021 | 1,007,220 | 07/16/2026 | 1,537 | 1.050 | 906,900 | 57629WDE7 | 27250 | 1,006,131 |
| Bank of America Corp | USBGC | 100,000 | 1.250 | 08/26/2021 | 100,000 | 08/26/2026 | 1,578 | 1.250 | 88,773 | 06048WN22 | 27259 | 100,000 |
| Caterpillar Financia | USBGC | 500,000 | 1.150 | 10/13/2021 | 498,165 | 09/14/2026 | 1,597 | 1.227 | 452,800 | 14913R2Q9 | 27290 | 498,370 |
| TSMC Arizona Corp. | USBGC | 850,000 | 1.750 | 12/08/2021 | 857,242 | 10/25/2026 | 1,638 | 1.567 | 779,246 | 872898AA9 | 27335 | 856,653 |
| Public Storage | USBGC | 515,000 | 1.500 | 11/15/2021 | 515,242 | 11/09/2026 | 1,653 | 1.490 | 470,849 | 74460DAG4 | 27310 | 515,220 |
| Public Storage | USBGC | 1,064,000 | 1.500 | 12/08/2021 | 1,065,234 | 11/09/2026 | 1,653 | 1.475 | 972,783 | 74460DAG4 | 27341 | 1,065,135 |
| Fund Total and Average | | \$ 11,666,222 | 0.946 | | \$ 11,712,894 | | 1123 | 0.858 | \$ 10,917,836 | | | \$ 11,696,272 |
| GRAND TOTALS: | | \$ 11,666,222 | 0.946 | | \$ 11,712,894 | | 1123 | 0.858 | \$ 10,917,836. | | | \$ 11,696,272 |

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types.

Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2022

Callable Dates:

| Inv # | | |
|-------|-------|----------------------------------|
| 27047 | FHLMC | Quarterly starting 7/29/2022 |
| 27057 | FNMA | Quarterly starting 8/18/2022 |
| 27083 | FFCB | Anytime |
| 27084 | FFCB | Anytime |
| 27170 | APPL | Anytime starting 1/8/2026 |
| 27222 | JPM | Annually starting 4/30/2023 |
| 27259 | BAC | Semi-annually starting 8/26/2022 |



Northern California Power Agency

Treasurer's Report

04/30/2022

LEC GHG Auction Acct

| Issuer | Trustee / Custodian | Stated Value | Interest Rate | Purchase Date | Purchased Price | Maturity Date | Days to Maturity | Bond* Equiv Yield | Market Value | CUSIP | Investment # | Carrying Value |
|------------------------|---------------------|--------------|---------------|---------------|-----------------|---------------|------------------|-------------------|--------------|----------|--------------|----------------|
| Local Agency Investm | | 461,113 | 0.315 | | 461,113 | | 1 | 0.315 | 461,113 | SYS70046 | 70046 | 461,113 |
| Fund Total and Average | | \$ 461,113 | 0.315 | | \$ 461,113 | | 1 | 0.315 | \$ 461,113 | | | \$ 461,113 |
| GRAND TOTALS: | | \$ 461,113 | 0.315 | | \$ 461,113 | | 1 | 0.315 | \$ 461,113. | | | \$ 461,113 |

*Bond Equivalent Yield to Maturity is shown based on a 365 day year to provide a basis for comparison between all types.

Investments with less than 6 months to maturity use an approximate method, all others use an exact method.

Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 04/30/2022



Lodi Energy Center Project Participant Committee

LEC Financial Reports

AGENDA ITEM NO.: 7

Date: June 6, 2022

To: Lodi Energy Center Project Participant Committee

Subject: April 30, 2022 Financial Reports (Unaudited)

**NORTHERN CALIFORNIA POWER AGENCY
LODI ENERGY CENTER
STATEMENTS OF NET POSITION
UNAUDITED**

| | | April | |
|--|-----------|--------------------|-----------------------|
| | | 2022 | 2021 |
| ASSETS | | | |
| CURRENT ASSETS | | | |
| Cash and cash equivalents | \$ | 461,113 | \$ 141,282 |
| Interest receivable | | 60 | 221 |
| Inventory and supplies - at average cost | | 4,958,399 | 2,275,699 |
| Prepaid insurance | | 697,403 | 1,093,094 |
| Due from (to) Agency, net | | 6,333,193 | 5,238,942 |
| TOTAL CURRENT ASSETS | | 12,450,168 | 8,749,238 |
| RESTRICTED ASSETS | | | |
| Cash and cash equivalents | | 4,974,915 | 7,486,482 |
| Investments | | 37,620,585 | 39,231,528 |
| Interest receivable | | 71,667 | 89,281 |
| TOTAL RESTRICTED ASSETS | | 42,667,167 | 46,807,291 |
| ELECTRIC PLANT | | | |
| Electric plant in service | | 410,254,381 | 410,194,467 |
| Less: accumulated depreciation | | (120,810,333) | (106,661,219) |
| TOTAL ELECTRIC PLANT | | 289,444,048 | 303,533,248 |
| OTHER ASSETS | | | |
| Regulatory assets | | 29,329,583 | 28,245,476 |
| TOTAL OTHER ASSETS | | 29,329,583 | 28,245,476 |
| TOTAL ASSETS | | 373,890,966 | 387,335,253 |
| DEFERRED OUTFLOWS OF RESOURCES | | | |
| Unamortized excess cost on advance refunding of debt, net | | 910,674 | 1,238,918 |
| Asset retirement obligations | | 191,524 | 186,704 |
| TOTAL DEFERRED OUTFLOWS OF RESOURCES | | 1,102,198 | 1,425,622 |
| TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES | \$ | 374,993,164 | \$ 388,760,875 |

**NORTHERN CALIFORNIA POWER AGENCY
LODI ENERGY CENTER
STATEMENTS OF NET POSITION
UNAUDITED**

| | April | |
|--|-----------------------|-----------------------|
| | 2022 | 2021 |
| LIABILITIES & NET POSITION | | |
| CURRENT LIABILITIES | | |
| Accounts and retentions payable | \$ 683 | \$ 1,273 |
| Operating reserves | 17,556,726 | 16,707,480 |
| Current portion of long-term debt | 12,880,000 | 12,515,000 |
| Accrued interest payable | 5,451,344 | 5,603,264 |
| TOTAL CURRENT LIABILITIES | 35,888,753 | 34,827,017 |
| NON-CURRENT LIABILITIES | | |
| Operating reserves and other deposits | 474,528 | 343,296 |
| Asset retirement obligations | 191,524 | 186,704 |
| Long-term debt, net | 293,655,000 | 306,535,000 |
| TOTAL NON-CURRENT LIABILITIES | 294,321,052 | 307,065,000 |
| TOTAL LIABILITIES | 330,209,805 | 341,892,017 |
| DEFERRED INFLOWS OF RESOURCES | | |
| Regulatory credits | 38,865,019 | 38,598,641 |
| NET POSITION | | |
| Invested in capital assets, net of related debt | (8,033,666) | (10,150,664) |
| Restricted | 12,731,987 | 16,907,769 |
| Unrestricted | 1,220,019 | 1,513,112 |
| TOTAL NET POSITION | 5,918,340 | 8,270,217 |
| TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION | \$ 374,993,164 | \$ 388,760,875 |

**NORTHERN CALIFORNIA POWER AGENCY
LODI ENERGY CENTER
STATEMENT OF REVENUES, EXPENSES
& CHANGES IN NET POSITION
UNAUDITED**

| | | Ten Months Ended April | |
|--|----|-------------------------------|--------------------|
| | | 2022 | 2021 |
| SALES FOR RESALE | | | |
| Participants | \$ | 13,717,160 | \$ 18,532,697 |
| Other | | 84,147,332 | 50,678,680 |
| TOTAL SALES FOR RESALE | | 97,864,492 | 69,211,377 |
| OPERATING EXPENSES | | | |
| Operations | | 79,701,457 | 34,108,538 |
| Depreciation | | 11,792,150 | 11,783,687 |
| Purchased power | | 2,747,392 | 1,503,185 |
| Maintenance | | 5,312,638 | 4,565,420 |
| Administrative and general | | 4,733,862 | 4,167,519 |
| Transmission | | 521,433 | 605,487 |
| Intercompany (sales) purchases | | 332,049 | 328,145 |
| TOTAL OPERATING EXPENSES | | 105,140,981 | 57,061,981 |
| NET OPERATING REVENUES | | (7,276,489) | 12,149,396 |
| OTHER REVENUES (EXPENSES) | | | |
| Interest expense | | (11,189,428) | (11,500,473) |
| Interest income | | 231,521 | 111,740 |
| Other | | 7,705,320 | 2,820,873 |
| TOTAL OTHER REVENUES (EXPENSES) | | (3,252,587) | (8,567,860) |
| FUTURE RECOVERABLE AMOUNTS | | (473,083) | (879,352) |
| REFUNDS TO PARTICIPANTS | | 459,473 | (91,904) |
| INCREASE IN NET POSITION | | (10,542,686) | 2,610,280 |
| NET POSITION | | | |
| Beginning of year | | 16,461,026 | 5,659,937 |
| End of period | \$ | 5,918,340 | \$ 8,270,217 |

**Lodi Energy Center
FY 2022 Operating Costs
As of April 30, 2022**

| | Annual Budget | Actual | Remaining | YTD % Remaining | Notes |
|--|----------------------|----------------------|----------------------|--------------------|-------|
| Variable Costs | | | | | |
| Variable | \$ 3,601,753 | \$ 3,830,351 | \$ (228,598) | 0% | A |
| Fuel & LDC Costs | 31,029,301 | 52,904,717 | (21,875,416) | 0% | B |
| GHG Allowance Costs | 6,268,971 | 17,471,079 | (11,202,108) | 0% | B |
| CA ISO Charges | 470,645 | 521,433 | (50,788) | 0% | C |
| CA ISO Energy Purchases | 2,666,658 | 2,747,392 | (80,734) | 0% | C |
| Total Variable Costs | 44,037,328 | 77,474,972 | (33,437,644) | 0% | |
| Routine O&M Costs | | | | | |
| Fixed O&M | 2,989,071 | 2,941,570 | 47,501 | 2% | A |
| Administration | 216,277 | 81,243 | 135,034 | 62% | |
| Mandatory Costs | 312,245 | 322,214 | (9,969) | 0% | D |
| Inventory Stock | - | 2,381,895 | (2,381,895) | 0% | E |
| Routine O&M Costs without Labor | 3,517,593 | 5,726,922 | (2,209,329) | 0% | |
| Labor | 6,040,384 | 5,102,616 | 937,768 | 16% | |
| Total Routine O&M Cost | 9,557,977 | 10,829,538 | (1,271,561) | 0% | |
| Other Plant Costs | | | | | |
| Debt Service | 26,008,267 | 21,970,497 | 4,037,770 | 16% | |
| Insurance | 1,576,482 | 1,211,668 | 364,814 | 23% | |
| Other Costs | 128,171 | 45,333 | 82,838 | 65% | |
| Generation Services Shared | 364,833 | 303,996 | 60,837 | 17% | |
| Administrative & General (Allocated) | 2,133,321 | 1,777,540 | 355,781 | 17% | |
| Power Management Allocated Costs | 1,503,669 | 1,253,057 | 250,612 | 17% | |
| Total Other Plant Costs | 31,714,743 | 26,562,091 | 5,152,652 | 16% | |
| Total O&M Costs | 85,310,048 | 114,866,601 | (29,556,553) | 0% | |
| Projects | | | | | |
| Operations & Maintenance | 1,375,308 | 1,060,478 | 314,830 | 23% | |
| Capital | 1,756,500 | 437,915 | 1,318,585 | 75% | |
| Maintenance Reserve | 1,875,102 | 1,562,585 | 312,517 | 17% | |
| Total Projects | 5,006,910 | 3,060,978 | 1,945,932 | 39% | |
| Annual Cost | 90,316,958 | 117,927,579 | (27,610,621) | 0% | |
| Less: Third Party Revenue | | | | | |
| Interest Income | 385,845 | 202,503 | 183,342 | 48% | |
| ISO Energy Sales | 49,394,211 | 80,905,704 | (31,511,493) | 0% | F |
| Ancillary Services Sales | 1,152,080 | 3,241,627 | (2,089,547) | 0% | F |
| GHG Allowance Credits | 6,101,721 | 16,383,458 | (10,281,737) | 0% | F |
| Other Income | - | 1,680 | (1,680) | 0% | |
| | 57,033,857 | 100,734,972 | (43,701,115) | 0% | |
| Net Annual Cost to Participants | \$ 33,283,101 | \$ 17,192,607 | \$ 16,090,494 | 48% | |

| | | | |
|-----------------------------|----------------------|-----------------------|------------------------|
| Total Variable Costs | 44,037,328 | 77,474,972 | (33,437,644) |
| Total Fixed Costs | 46,279,630 | 40,452,607 | 5,827,023 |
| | \$ 90,316,958 | \$ 117,927,579 | \$ (27,610,621) |

| | | |
|--|----------|-----------|
| Net Cumulative Generation (MWh) | 945,377 | 1,183,585 |
| Total O&M Cost Per MWh | \$ 90.24 | \$ 97.05 |
| Net Annual Cost Per MWh | \$ 35.21 | \$ 14.53 |

Footnotes:

General - The plant did not run during the month as it is in annual maintenance.

A - Higher than budget variable and fixed costs for chemicals and filters as the plant ran more year to date.

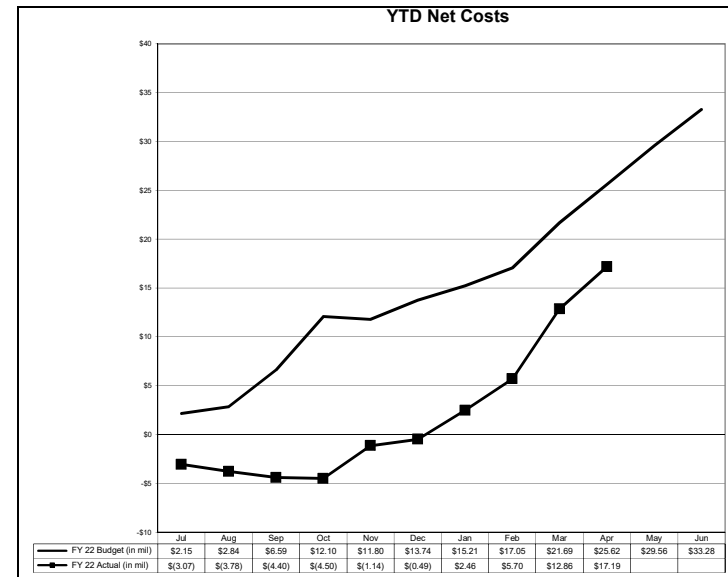
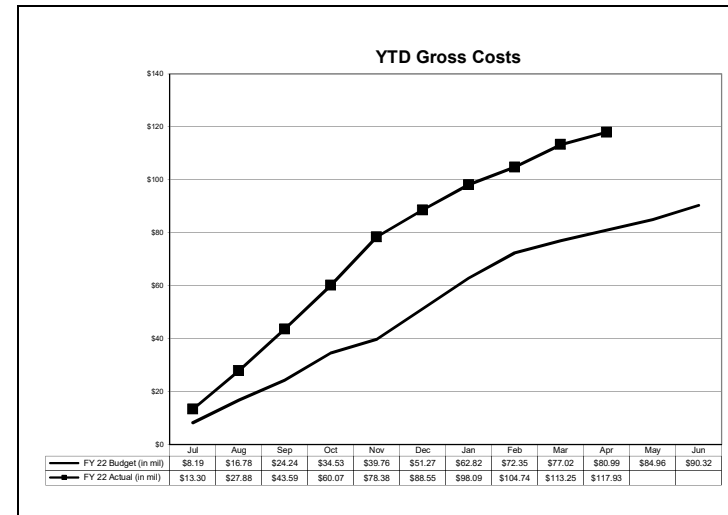
B - Higher than budget fuel and GHG costs due to higher generation and prices; actual YTD of 1,183,585 MWh vs budget of 945,377 MWh.

C - Higher CAISO costs due to higher generation.

D - Expenditure for annual permit fees. Costs are expected to levelize by year end.

E - Non-budgeted costs for inventory and supplies for future use and funded from maintenance reserve. Purchases made due to long lead time to get the parts.

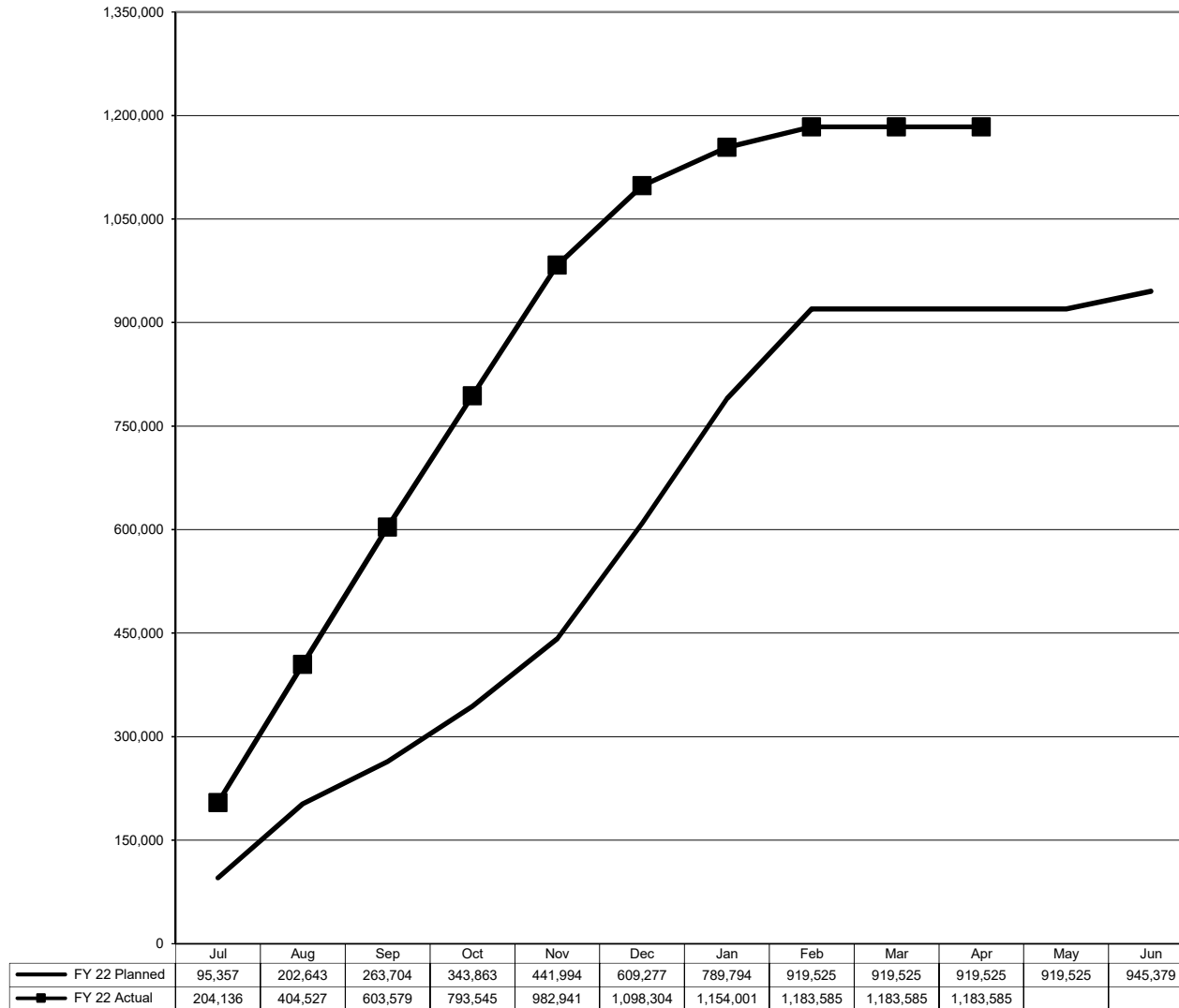
F - Higher than expected revenue due to higher generation and market prices.



Annual Budget LEC Generation Analysis Planned vs. Actual FY 2022

In MWh

Lodi Energy Center





Lodi Energy Center Project Participant Committee

LEC GHG Reports

AGENDA ITEM NO.: 8

Date: June 6, 2022

To: Lodi Energy Center Project Participant Committee

Subject: GHG Reports (excerpted from monthly ARB)

[illegible]

| | CY 2022 NCPA All Resources Bill LEC GHG Compliance Instrument Detail Report for Lodi Energy Center | | | | | | | | | | | | | |
|--|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| | Actual | | | | Estimated | | | | | | | | CY 2022 | Cumulative |
| IDENTIFIER | January | February | March | April | May | June | July | August | September | October | November | December | Total | Total |
| | | | | | | | | | | | | | | |
| Energy (MWh) | 55,697 | 29,584 | 0 | 0 | 2,579 | 33,679 | 0 | 0 | 0 | 0 | 0 | 0 | 121,539 | 10,504,809 |
| Gas Schedule (MMBtu) | 403,195 | 220,591 | 0 | 0 | 20,014 | 261,349 | 0 | 0 | 0 | 0 | 0 | 0 | 905,149 | 75,539,356 |
| Emissions Factor (MT/MMBtu) | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | 0.054 | | |
| HVAC/Water Heater (MT) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6,315 |
| Monthly MT Obligation (MTO) | 21,758 | 11,904 | 0 | 0 | 1,080 | 14,104 | 0 | 0 | 0 | 0 | 0 | 0 | 48,846 | 4,084,532 |
| Annual Cal e-GGRT/MT Obligation True Up (MTO) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Cumulative MT Obligation (MTO) | 633,125 | 645,029 | 645,029 | 645,029 | 646,109 | 660,213 | 660,213 | 660,213 | 660,213 | 660,213 | 660,213 | 660,213 | 660,213 | 660,213 |
| | | | | | | | | | | | | | | |
| Compliance Instrument Participant Transfers | | | | | | | | | | | | | | |
| Carryover Allowances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 69,263 |
| Auction Allowances | 55,655 | 0 | 223,522 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 279,177 | 4,331,852 |
| Secondary Market Allowances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Reserve Sale Allowances | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Offsets | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Compliance Instrument Participant Transfers (MT) | 55,655 | 0 | 223,522 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 279,177 | 4,401,115 |
| | | | | | | | | | | | | | | |
| NCPA Compliance Instrument Purchases | | | | | | | | | | | | | | |
| Auction Purchases | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 47,000 |
| Secondary Market Purchases | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Reserve Sale Purchases | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Offsets Purchases | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Compliance Instrument NCPA Purchases (MT) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 47,000 |
| | | | | | | | | | | | | | | |
| Compliance Instruments Internal Transfers (LEC from/to STIG) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | (678) |
| | | | | | | | | | | | | | | |
| Compliance Instruments Surrendered to CARB (MT) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3,418,853 |
| | | | | | | | | | | | | | | |
| Total Monthly Activity (MT) | 55,655 | 0 | 223,522 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 279,177 | 4,447,437 |
| Cumulative MT Account Balance (MTA) | 805,740 | 805,740 | 1,029,262 | 1,029,262 | 1,029,262 | 1,029,262 | 1,029,262 | 1,029,262 | 1,029,262 | 1,029,262 | 1,029,262 | 1,029,262 | 1,029,262 | 1,029,262 |
| MTA Shortfall (MT) | (172,615) | (160,711) | (384,233) | (384,233) | (383,153) | (369,049) | (369,049) | (369,049) | (369,049) | (369,049) | (369,049) | (369,049) | (369,049) | (369,049) |
| Current Month CCA Balance (\$) | 0 | 0 | 0 | 0 | 0 | 1,181,615 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1,181,615 |
| Monthly GHG Price | 32.27 | 32.44 | 36.30 | 32.76 | 32.92 | 36.75 | 33.25 | 33.41 | 37.19 | 33.74 | 33.90 | 37.64 | | |



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 9

Meeting Date: June 6, 2022

To: Lodi Energy Center Project Participant Committee

Subject: Proclaiming a Local Emergency Persists in the City of Santa Clara and the Modesto Irrigation District, Re-Ratifying the Proclamation of a State of Emergency Issued by Governor Gavin Newsom, and Authorizing the Continuation of Remote Teleconference Meetings of the Lodi Energy Center Project Participant Committee for the Period of June 6, 2022, through July 6, 2022, Pursuant to the Brown Act

Proposal

Proclaim that a local emergency persists in the City of Santa Clara and the Modesto Irrigation District, re-ratify the Proclamation of a State of Emergency issued by Governor Gavin Newsom on March 4, 2020, and authorize the continuation of remote teleconference meetings of the Lodi Energy Center Project Participant Committee for the period of June 6, 2022, through July 6, 2022, pursuant to the Ralph M. Brown Act (Brown Act).

Background

The Lodi Energy Center Project Participant Committee (LEC PPC) is committed to preserving public access and participation in meetings of its governing body. All meetings of the LEC PPC's governing body are open and public, as required by the Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the LEC PPC conduct its business. The Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions.

On September 16, 2021, Governor Newsom signed Assembly Bill (AB) 361 into law. AB 361 extends the flexibilities provided to government bodies, such as LEC PPC, with respect to holding public meetings remotely. As urgency legislation, AB 361 became effective immediately. In order to meet under the Brown Act rules of AB 361, the LEC PPC must adopt an initial resolution at the first meeting that they will operate under AB 361 and then a subsequent resolution at least every 30 days thereafter.

In light of the continued state of emergency related to COVID-19, the Santa Clara County Public Health Officer continues to recommend that public bodies meet remotely to the extent possible, specifically including use of newly enacted AB 361 to maintain remote meetings under the Brown Act and similar laws, as outlined in their "Recommendation Regarding Continued Remote Public Meetings of Governmental Entities," issued September 21, 2021.

The Modesto Irrigation District has proclaimed that a local emergency exists through the District, and that the legislative body meeting in person could present imminent risks to the health and safety of attendees due to the prevalence of the COVID-19 Pandemic in Stanislaus County and the state.

On December 2, 2021, the LEC PPC adopted initial Resolution 2021-01 finding that the requisite conditions exist for the LEC PPC to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953.

As a condition of extending the use of the provisions found in section 54953(e), the LEC PPC governing body must reconsider the circumstances of the declared local emergency and state of emergency that exists.

A required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558. On March 4, 2020, Governor Newsom proclaimed a State of Emergency due to COVID-19 pursuant to Government Code Section 8625 and this proclamation remains in effect as of today's date.

A proclamation is made when there is an actual incident, threat of disaster, or extreme peril posing imminent risk to the health and safety of persons within the state of California including the LEC PPC Project members' jurisdictions, caused by natural, technological, or human-caused disasters. It is further required that state or local officials have imposed or recommended measures to promote social distancing, or, that the legislative body meeting in person would present imminent risks to the health and safety of attendees.

Such conditions now persist within certain LEC PPC members' jurisdictions, as some members reside: (i) in counties with higher COVID-19 transmission rates, (ii) in counties with varying vaccination rates, (iii) in counties with additional safety requirements in place including masking of all parties indoors regardless of vaccination status and requirements to show proof of vaccination to access certain indoor locations, (iv) in locations where social distancing and masking is recommended by local health authorities for meeting indoors, and (v) in counties where local public health officers recommend that public bodies meet remotely, and thus, the LEC PPC members convening in central location to attend an in person meeting would present imminent risk to the health and safety of attendees. Further, meeting in person during the COVID-19 pandemic could present imminent risks to the health and safety of attendees due to the continued COVID-19 pandemic.

The LEC PPC now considers adoption of a subsequent resolution to continue to meet by teleconference and make the meetings available telephonically to any members of the public for the period from June 6, 2022, through July 6, 2022.

Fiscal Impact

There is no fiscal impact as a result of authorizing teleconference meetings of the LEC PPC for the period June 6, 2022, through July 6, 2022.

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.

Submitted by:



JANE E. LUCKHARDT
NCPA General Counsel

Attachments: 1

- Proposed Resolution 2022-08

RESOLUTION NO. 2022-08

**A RESOLUTION OF THE LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE
PROCLAIMING A LOCAL EMERGENCY PERSISTS IN THE CITY OF SANTA CLARA AND IN
THE MODESTO IRRIGATION DISTRICT, RE-RATIFYING THE PROCLAMATION OF A
STATE OF EMERGENCY ISSUED BY GOVERNOR GAVIN NEWSOM, AND AUTHORIZING
THE CONTINUATION OF REMOTE TELECONFERENCE MEETINGS OF THE LODI ENERGY
CENTER PROJECT PARTICIPANT COMMITTEE FOR THE PERIOD JUNE 6, 2022, THROUGH
JULY 6, 2022, PURSUANT TO THE BROWN ACT**

WHEREAS, the LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE (LEC PPC) is committed to preserving and nurturing public access and participation in meetings of its governing body; and

WHEREAS, all meetings of the LEC PPC's governing body are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the LEC PPC conduct its business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency due to COVID-19 pursuant to Government Code Section 8625 and this proclamation remains in effect as of today's date; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril posing imminent risk to the health and safety of persons within the state of California including the LEC PPC Project members' jurisdictions, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, that the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, in light of the continued state of emergency related to COVID-19, the Santa Clara County Public Health Officer continues to recommend that public bodies meet remotely to the extent possible, specifically including use of newly enacted AB 361 to maintain remote meetings under the Brown Act and similar laws, as outlined in their "Recommendation Regarding Continued Remote Public Meetings of Governmental Entities," issued on September 21, 2021; and

WHEREAS, the Modesto Irrigation District has proclaimed that a local emergency exists through the District, and that the legislative body meeting in person could present imminent risks to the health and safety of attendees due to the prevalence of the COVID-19 Pandemic in Stanislaus County and the state; and

WHEREAS, the LEC PPC previously adopted Resolution Number 2021-01 on December 2, 2021, finding that the requisite conditions exist for the LEC PPC to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the LEC PPC governing body must reconsider the circumstances of the local state of emergency that exists, and the governing body has done so; and

WHEREAS, such conditions persist within certain LEC PPC members' jurisdictions, as some members reside: (i) in counties with higher COVID-19 transmission rates, (ii) in counties with varying vaccination rates, (iii) in counties with additional safety requirements in place including masking of all parties indoors regardless of vaccination status and requirements to show proof of vaccination to access certain indoor locations, (iv) in locations where social distancing and masking is recommended by local health authorities for meeting indoors, and (v) in counties where local public health officers recommend that public bodies meet remotely, and thus, the LEC PPC members convening in central location to attend an in person meeting could present imminent risk to the health and safety of attendees; and

WHEREAS, as a consequence of the declared emergency persisting, the LEC PPC does hereby find that the state of emergency as a result of the ongoing COVID-19 pandemic and conditions causing imminent risk to the health and safety of meeting attendees has caused, and will continue to cause, conditions of peril to the safety of persons that are likely to be beyond the control of services, personnel, equipment, and facilities of the LEC PPC, and desires to proclaim a local emergency persists in the City of Santa Clara and in the Modesto Irrigation District and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the governing body of the LEC PPC does hereby find that the LEC PPC shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative body shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the LEC PPC will continue to comply with all noticing and agenda requirements required by the Brown Act; provide the public with access to and participation in the meeting through a call-in or internet-based service; provide instructions in the posted notices or agenda for how to participate; ensure the public will be able to participate in the meeting in real time through call-in or internet-based service, ensure the public will be able to provide public comment during the meeting; and comply with the requirements of AB 361.

NOW, THEREFORE, THE LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. Proclamation of Local Emergency. The LEC PPC hereby proclaims that a local emergency persists in the City of Santa Clara and in the Modesto Irrigation District due to the ongoing COVID-19 pandemic, and that the legislative body meeting in person could present imminent risks to the health and safety of attendees.
3. Re-Ratification of Governor's Proclamation of a State of Emergency. The Board hereby re-ratifies the Governor of the State of California's Proclamation of State of Emergency signed on March 4, 2020 regarding COVID-19.
4. Remote Teleconference Meetings. The members and staff of the LEC PPC are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) July 6, 2022, or (ii) such time the LEC PPC adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the LEC PPC may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the LODI ENERGY CENTER PROJECT PARTICIPANT COMMITTEE
this ____ day of June, 2022, by the following vote on roll call:

| Summary Vote | |
|----------------------|------|
| Participant | Vote |
| Azusa | |
| BART | |
| Biggs | |
| CDWR | |
| Gridley | |
| Healdsburg | |
| Lodi | |
| Lompoc | |
| Modesto | |
| Plumas-Sierra | |
| PWRPA | |
| Silicon Valley Power | |
| Ukiah | |
| Vote Summary | |
| Total Ayes | |
| Total Noes | |
| Total Abstain | |
| Total Absent | |
| Result: | |

DEANE BURK, CHAIR

ATTEST: _____
ASSISTANT SECRETARY



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 10

Meeting Date: June 6, 2022

To: Lodi Energy Center Project Participant Committee

Subject: Approval of Updated Lodi Energy Center (LEC) Project Management and Operations Agreement Schedule 6.00 – Contact List

Proposal

Approval of revised Project Management and Operations Agreement (“PMOA”) Schedule 6.00 to a requested update to the designated contact for the San Francisco Bay Area Rapid Transit District.

Background

NCPA and the LEC Project Participants executed the LEC PMOA, which became effective on August 1, 2010. The PMOA contains multiple Schedules which provide procedures, protocols, and guidelines regarding Project operations. Pursuant to the PMOA, Schedules may be revised, deleted or added from time to time based on then existing operating or market conditions, and subject to the approval of the Project Participant Committee (PPC). Certain Schedules also require approval by the NCPA Commission when such Schedules “...could be reasonably viewed as having an impact on other NCPA projects.” (PMOA, Article 10).

Staff is recommending changes to PMOA Schedule 6.00, “Contact List” which provides the contact information for each of the Project Participants. These changes will update the designated Contact for the San Francisco Bay Area Rapid Transit District, as requested by Paul Bostrom. Schedule 6.00 does not require approval by the NCPA Commission.

Fiscal Impact

No significant costs will be incurred to implement the change to the PMOA Schedule 6.00 and funds are available in the Project Budget to support the work associated with this update.

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.

Recommendation

NCPA staff recommends that the PPC approve the requested revisions to LEC PMOA Schedule 6.00.

Submitted by:

MICHAEL DEBORTOLI

Acting Assistant General Manager Generation Services

Attachments: (1)

PMOA Schedule 6.00 Contact List

Agreement Schedule 6.00

Contact List

Northern California Power Agency

Northern California Power Agency
Attn: Michael DeBortoli, Lodi Energy Center Manager
651 Commerce Drive
Roseville, California, 95678
Telephone: (209) 210-5000
Facsimile: (209) 333-5215
Email: michael.debortoli@ncpa.com

With copies to:

Northern California Power Agency
Attn: Randy Bowersox, Assistant General Manager – Generation Services
651 Commerce Drive
Roseville, California, 95678
Telephone: (916) 781-4201
Facsimile: (916) 783-7693
Email: randy.bowersox@ncpa.com

Northern California Power Agency
Attn: Tony Zimmer, Assistant General Manager – Power Management
651 Commerce Drive
Roseville, California, 95678
Telephone: (916) 781-4246
Facsimile: (916) 783-4252
Email: tony.zimmer@ncpa.com

City of Azusa

City of Azusa
Azusa Light & Water Department
Attn: Richard Torres, Interim Electric Utility Director
729 N. Azusa Avenue
P.O. Box 9500
Azusa, California 91702-9500
Telephone: (626) 812-5211
Facsimile: (626) 334-3163
Email: mailto:gmmorrow@ci.azusa.ca.usrtorres@azusaca.gov

San Francisco Bay Area Rapid Transit District

San Francisco Bay Area Rapid Transit District
Attn: Paul Bostrom, Energy Division Manager
2150 Webster Street, 8th Floor
Oakland, California 94612-3534
Telephone: (510) 464-6435 or (510) 915-2509
Facsimile: (510) 464-6118
Email: pbostro@bart.gov

<mailto:>

Modesto Irrigation District

Modesto Irrigation District
Attn: James McFall, Resource Planning and Development Manager
P.O. Box 4060
1231 Eleventh Street
Modesto, California 95352
Telephone: (209) 526-1521
Facsimile: (209) 526-7575
Email: jamesm@mid.org

California Department of Water Resources:

Department of Water Resources
Attention: Ghassan Alqaser, Manager, Power and Risk Office
2135 Butano Drive, Suite 100
Sacramento, California 95835
Telephone: (916) 574- 1362
Facsimile: (916) 574-0660
Email: Ghassan.Alqaser@water.ca.gov

Plumas-Sierra Rural Electric Cooperative

Plumas-Sierra REC
Attn: Bob Marshall, General Manager
73233 Highway 70
Portola, California 96122-7064
Telephone: (530)832-4261
Facsimile: (530)832-6070
Email: marshall@psln.com

City of Biggs

City of Biggs
Attn: Mark Sorensen, City Administrator
465 "C" Street
P.O. Box 307
Biggs, California 95917-0307
Telephone: (530) 868-5493
Facsimile: (530) 868-5239
Email: biggs1@biggs-ca.gov

City of Gridley

City of Gridley
Attn: Catalina Sanchez, Council Member
685 Kentucky Street
Gridley, California 95948-2117
Telephone: (530) 846-3631
Facsimile: (530) 846-3229
Email: <mailto:csanchez@gridley.ca.us>

City of Healdsburg

City of Healdsburg
Attn: Terry Crowley, Electric Utility Director
401 Grove Street
Healdsburg, California 95448
Telephone: (707) 431-3340
Facsimile: (707) 431-2710
Email: tcrowley@ci.healdsburg.ca.us

City of Lodi

City of Lodi
Attn: Melissa Price, Interim Utility Director
1331 S. Ham Lane
Lodi, California 95242
Telephone: (209) 333-6811 or (209) 639-1543
Facsimile: (209) 333-6839
Email: mprice@lodi.gov

City of Lompoc

City of Lompoc
Attn: Charles Berry
100 Civic Center Plaza
P.O. Box 8001
Lompoc, California 93438-8001
Telephone: (805) 875-8299 (switchboard)
Facsimile: (805) 875-8399
Email: c_berry@ci.lompoc.ca.us

Silicon Valley Power

Silicon Valley Power
Attn: Steve Hance, Senior Electric Division Manager
1500 Warburton Avenue
Santa Clara, California 95050
Telephone: (408) 615-6691
Facsimile: (408) 249-0217
Email: shance@svpower.com

City of Ukiah

City of Ukiah
Attn: Cindy Sauers, Utility Director
300 Seminary Avenue
Ukiah, California 95482
Telephone: (707) 463-6286 or (707) 972-7695
Facsimile: (707) 463-6740
Email: csauers@cityofukiah.com

Power and Water Resources Pooling Authority

Power and Water Resources Pooling Authority
Attn: Bruce McLaughlin
Cameron – Daniel, PC950 Reserve Drive, Suite 160
Roseville, CA 95678
Telephone: (916) 531-5566 (direct)
Email: bcm@cameron-daniel.com



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 11

Meeting Date: June 6, 2022

To: Lodi Energy Center Project Participant Committee

Subject: Caltrol, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

Proposal

Approve the Multi-Task General Services Agreement with Caltrol, Inc. for machining 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 any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

Background

Machining services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Bay Valve Service, Custom Valve Solutions and Martech.

Selection Process

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

Fiscal Impact

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

Environmental Analysis

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

Submitted by:

MICHAEL DEBORTOLI
Acting Assistant General Manager
Generation Services

Attachments: (1)

- Multi-Task General Services Agreement with Caltrol, Inc.



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
CALtrol, 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 Caltrol, Inc., a Delaware Corporation, with its office located at 1385 Pama Lane Suite 111, Las Vegas, NV 89119 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("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 FIVE HUNDRED THOUSAND dollars (\$1,500,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 5.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, 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 Randy Bowersox, 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:

Caltrol, Inc.
Attn: Brad Frehner, Director of Finance
1385 Pama Lane, Suite 111
Las Vegas, NV 89119

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, SCLPA or SCLPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

CALTROL, INC.

Date_____

Date_____

RANDY S. HOWARD,
General Manager

BRAD FREHNER,
Director of Finance

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Caltrol, Inc. ("Contractor") shall provide machining services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) and by SCPPA Members.

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

- Machining
- Balancing (vibration analysis and monitoring)
- Rebuild or Re-Manufacturing of Equipment
- Maintenance
- Valve and Actuator Maintenance
- PRV/PSV Testing and Repair
- Instrument Calibration and Repair
- MOV Service and Repair
- Predictive Maintenance

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Pricing for services to be performed will be quoted at the time services are requested.

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

Caltrol, 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.

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)



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 12

Meeting Date: June 6, 2022

To: Lodi Energy Center Project Participant Committee

Subject: Universal Protection Service, LP dba Allied Universal Security Services – First Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

Proposal

Approve the First Amendment to the Multi-Task General Services Agreement with Universal Protection Service, LP dba Allied Universal Security Services for security related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from \$225,000 to \$750,000, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA Members.

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, and SCPPA Members. NCPA entered into a five year Multi-Task General Services Agreement with Universal Protection Service, LP dba Allied Universal Security Services effective July 22, 2020 for an amount not to exceed \$225,000, for use at all NCPA, NCPA Member, SCPPA, and SCPPA Member facilities.

Allied Universal Security Services recently completed services during the Lodi Energy Center’s Spring 2022 Outage. In addition, they provide NCPA’s Geothermal facility with ongoing daily security guard gate services, and it is anticipated they will also provide 24-hour security during the Geo Plant 2 Unit 4 Overhaul Project scheduled to start in November 2022. As a result, this agreement is running low on funds. NCPA now desires to enter into a First Amendment to the Multi-Task General Services agreement to increase the not-to-exceed amount from \$225,000 to \$750,000 to ensure there are sufficient funds available for these services, as well as through the remainder of the contract term. NCPA has agreements in place for similar services with Securitas Security Services USA, Inc.

Selection Process

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

purchase orders based on cost and availability of the services needed at the time the service is required.

Fiscal Impact

Upon execution, the total cost of the agreement is not-to-exceed \$750,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

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.

Submitted by:

MICHAEL DEBORTOLI
Acting Assistant General Manager
Generation Services

Attachments: (2)

- Multi-Task General Services Agreement with Universal Protection Service, LP dba Allied Universal Security Services
- First Amendment to Multi-Task General Services Agreement with Universal Protection Service, LP dba Allied Universal Security Services



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES**

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 Universal Protection Service, LP (parent company is Allied Universal Topco, LLC) d/b/a Allied Universal Security Services, a limited partnership with its office located at 8950 Cal Center Drive, Suite 115, Sacramento, CA 95826 ("Contractor") (together sometimes referred to as the "Parties") as of July 22, 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 TWO HUNDRED TWENTY FIVE THOUSAND** dollars (\$225,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

2.3 Payment of Taxes. Except as hereinafter provided, Contractor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement. Contractor's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Sales Taxes"). Agency is responsible for paying for all such Sales Taxes in respect of Contractor's Work or in respect of amounts payable by Agency hereunder. If Contractor has the legal obligation to pay or collect Sales Taxes for

which Agency is responsible under this section, the appropriate amount shall be promptly paid by Agency to Contractor unless Agency provides Contractor with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority

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 Fee Increases.

2.6.1 Annual Fee Increases. The Billing Rates set forth in Exhibit B are valid for the first 12 months in which this Agreement is in effect. The Billing Rates thereafter will be increased annually, effective as of the anniversary date of the Effective Date in an amount equal to three percent (3%).

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. Agency, Agency member, SCPA and/or SCPA shall

be covered as an additional insured on Contractor's Commercial General Liability Insurance to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount.

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/Excess Insurance. The coverage amounts set forth above may be met by a combination of underlying and excess 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 including the Agency as an additional insured where required by written contract 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 [RESERVED]

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, including the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed where required by written contract.

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 to the extent caused by the negligent acts or omissions of Contractor, its officers, officials, agents, and employees, except as caused by the active, sole or gross negligence of Agency. Anything to the contrary notwithstanding, under no circumstances will Contractor be liable to any indemnified party for consequential, incidental, indirect or punitive damages, or for lost profits.

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. Company may cancel this Agreement at any time and without cause upon ninety (90) days prior written notice to Agency.

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** [RESERVED]
- 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:

Erik Homan
Government Business Development Manager
Allied Universal Security Services
8950 Cal Center Drive, Suite 115

Sacramento, CA 95826

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.

13.16 Force Majeure. No failure or omission by either party in the performance of any obligation under this contract (except for payment obligations) will be deemed a breach of this contract by such party or create any liability on the part of such party for damages or otherwise, if the same shall arise from any cause or causes beyond the control of such party, including but not limited to the following: acts of God, war, riot, insurrection, rebellion, fire, earthquake, flood, storm, disease, epidemic, pandemic, quarantine or governmental orders, acts or restrictions. The afflicted party shall notify the other party of such force majeure circumstances as soon as reasonably practical and shall promptly undertake all commercially reasonable efforts necessary to cure such force majeure circumstances.


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

NORTHERN CALIFORNIA POWER AGENCY

UNIVERSAL PROTECTION SERVICE, LP
DBA ALLIED UNIVERSAL SECURITY
SERVICES

Date 7/22/20

Date 7/17/20


RANDY S. HOWARD, General Manager


MIKE SMIDT, Regional President

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Universal Protection Service, LP dba Allied Universal Security Services ("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.

LOCATIONS FOR SECURITY SERVICES PROVIDED BY

Allied Universal
134 Lystra Ct., Ste. A
Santa Rosa, CA 95403
707-575-6909
Michael.kinane@aus.com

| <u>Location</u> | <u>Specify for each location: <u>Armed</u> <u>Unarmed</u></u> | <u>Schedule of Coverage</u> | <u>Hours</u> |
|---|---|---|--------------|
| 1. 12000 Ridge Road, Middletown, CA 95461 | Unarmed | Mon - Fri: 6:30a – 4:30pm (With every other Friday and Holidays off) | 50 & 40 |

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Pricing for Geothermal Plant Facility:



Pricing

Option I - Standard Security Professional

| Position | | Bill Rate |
|----------------------------------|--|-----------|
| Security Professional | | \$23.99 |
| Security Professional - Overtime | | \$35.98 |

Rate Increases:

Billing rates will increase annually by 3%.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Michael Smith, President NW Region
(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 Universal Protection Service LP
(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.

Michael Smith
(Signature of officer or agent)

Dated this 17th day of July, 20 20.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

Not applicable as contractor will not be performing Covered Work as defined in Section 1.2 and 2.1 of the Maintenance Labor Agreement.



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Universal Protection Service, LP (parent company is Allied Universal Topco, LLC) dba Allied Universal Security Services ("Contractor") (collectively referred to as "the Parties") as of _____, 2022.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective July 22, 2020, (the "Agreement") for Universal Protection Service, LP to provide security guard services at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA Members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$225,000 to a "NOT TO EXCEED" amount of \$750,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND** dollars (\$750,000) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

2. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the attached Exhibit A.
3. **Exhibit B – COMPENSATION SCHEDULE** is amended and restated to read in full as set forth in the Attached Exhibit B.

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

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

UNIVERSAL PROTECTION SERVICE, LP
DBA ALLIED UNIVERSAL SECURITY
SERVICES

MICHAEL KINANE, Branch Manager

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

Universal Protection Service, LP dba Allied Universal Security Services ("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.

LOCATIONS FOR SECURITY SERVICES PROVIDED BY

Allied Universal
134 Lystra Ct., Ste. A
Santa Rosa, CA 95403
707-575-6909
Michael.kinane@aus.com

| <u>Location</u> | <u>Specify for each location: <u>Armed</u> <u>Unarmed</u></u> | <u>Schedule of Coverage</u> | <u>Hours</u> |
|---|---|--|--------------|
| 1. 12000 Ridge Road, Middletown, CA 95461 | Unarmed | Mon - Thurs: 5:30am – 4:30pm (With every Friday and Holidays off) | 44 |

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

EXHIBIT B

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

2022 Pricing for Geothermal Plant Facility:



Pricing

Option I - Standard Security Professional

| Position | | Bill Rate |
|----------------------------------|--|-----------|
| Security Professional | | \$27.00 |
| Security Professional - Overtime | | \$40.50 |

Rate Increases:

Billing rates will increase annually by 3%.

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

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



Lodi Energy Center Project Participant Committee Staff Report

AGENDA ITEM NO.: 13

Meeting Date: June 6, 2022

To: Lodi Energy Center Project Participant Committee

Subject: Quest Media and Supplies Inc. – Five Year Multi-Task Consulting Services Agreement; Applicable to the following projects: All NCPA locations and Members, SCPPA, and SCPPA Members

Proposal

Approve the MTCSA with Quest Media and Supplies Inc. for Network Infrastructure Design, Engineering, Troubleshooting, Telecom Consulting, Data Center Administrative and Architectural Services, Application Design and Development Services, and Security Consulting 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, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Background

Quest Media and Supplies Inc. (Quest) is a corporation with over 30 years of experience assisting companies with network infrastructure design, engineering and troubleshooting, telecom consulting, data center administrative and architectural services, application design and development services, and security consulting services. They work seamlessly with staff, systems, policies, and procedures helping companies achieve their IT goals.

NCPA has a good working relationship with the vendor and wishes to continue that relationship. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects. NCPA has agreements in place for similar services with Katama Technologies and IEC Corporation.

Fiscal Impact

Upon execution, the total cost of the agreement is not-to-exceed \$1,500,000 over five years to be used out of NCPA approved budgets as services are rendered. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

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

Prepared by:

Monty Hanks
Assistant General Manager
Administrative Services

Attachments:

1. Multi-Task Consulting Services Agreement with Quest Media and Supplies Inc.



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND QUEST MEDIA and SUPPLIES INC.

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Quest Media and Supplies Inc. (Quest), a corporation with its office located at 9000 Foothills Blvd. Ste. 100, Roseville, CA 95747 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

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

Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** ONE MILLION FIVE HUNDRED THOUSAND dollars (\$1,500,000) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.4 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all Agency confidential, proprietary, trade secret, critical energy/electricity infrastructure information (CEII)¹, or

¹ CEII is specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that:

- A. Relates details about the production, generation, transmission, or distribution of energy;
- B. Could be useful to a person planning an attack on critical infrastructure;
- C. Is exempt from mandatory disclosure under the Freedom of Information Act; and
- D. Gives strategic information beyond the location of the critical infrastructure.

Critical energy/electric infrastructure means a system or asset of the bulk-power system, (physical or virtual) the incapacity or destruction of which would negatively affect:

- national security,
- economic security,
- public health or safety, or
- any combination of such matters.

<https://www.ferc.gov/ceii>

physical or cyber security information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression. Confidential Information shall not include information that: (a) was already known to the Consultant or is otherwise a matter of public knowledge, (b) was disclosed to Consultant by a third party without violating any confidentiality agreement, or (c) was independently developed by Consultant without reverse engineering, as evidenced by written records thereof.

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

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

9.4.3.1 Disclosure to employees, agents, consultants, contractors, subcontractors or other representatives of Consultant 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, Consultant shall return to Agency or destroy Confidential Information (including all copies thereof),. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information in its legal department files where such copies are necessary to comply with applicable law. Consultant shall not disclose the Agency's Confidential Information to any person other than those of the Consultant's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

Kathy Campbell
Quest Media and Supplies, Inc.
PO Box 430
Roseville, CA 95678

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

SIGNATURES ON NEXT PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

QUEST MEDIA AND SUPPLIES, INC.

Date_____

Date_____

RANDY S. HOWARD, General Manager

MIKE DILLON, CTO

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Quest shall provide the following services as requested by the Agency at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA members. Services to include the following:

- Network Infrastructure Design, Engineering, and Troubleshooting, including, but not limited to:
 - Local Area Network (LAN)
 - Wide Area Network (WAN)
 - Wireless Network (WLAN)
- Telecom Consulting Services
 - PBX
 - VoIP
 - Video Conferencing
 - Call Center
- Data Center Administrative and Architectural Services
 - Virtualization
 - Storage/Server
 - Backup/Recovery
 - Disaster Recovery
- Application Design and Development Services
 - Web Design and Development
 - Database Administration and Performance
 - Custom App Design and Deployment
 - (API) App Integration
- Security Consulting Services
 - Network Security
 - Endpoint Security
 - Data Security
 - Host Security
 - Physical Security
 - Compliance Services

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,500,000. The hourly rates and or compensation break down and an estimated amount of expenses is as follows.

Technical Support Rates

Remote (Quest NOC) Support (billed in 15-minute increments)

| | |
|---|---------------|
| Cable Plant at Quest Data Center | \$88 per hr. |
| Desktop/Printer | \$95 per hr. |
| Project Coordinator | \$98 per hr. |
| Video Surveillance, Access Control | \$120 per hr. |
| Audio/Video, Video Conferencing | \$120 per hr. |
| Router, Switch, Server, or Storage | \$210 per hr. |
| Program or Project Manager | \$175 per hr. |
| SQL, .NET, SharePoint | \$245 per hr. |
| VoIP, Firewall, Security, Mobility, VMware, or Citrix | \$245 per hr. |
| DevOps/SSO/Orchestration Engineer | \$260 per hr. |
| Security Incident Emergency Response Resource | \$295 per hr. |

On-Site Scheduled Support (4 hr. min, scheduled 24 hrs. in advance)

| | |
|---|---------------|
| Data Cabling | \$95 per hr. |
| Travel | \$75 per hr. |
| Desktop/Printer | \$98 per hr. |
| Project Coordinator | \$145 per hr. |
| Video Surveillance, Access Control | \$145 per hr. |
| Audio/Video, Video Conferencing | \$145 per hr. |
| Router, Switch, Server, or Storage | \$250 per hr. |
| Program or Project Manager | \$195 per hr. |
| SQL, .NET, SharePoint | \$275 per hr. |
| VoIP, Firewall, Security, Mobility, VMware, or Citrix | \$275 per hr. |
| DevOps/SSO/Orchestration Engineer | \$295 per hr. |
| Security Incident Emergency Response Resource | \$295 per hr. |

After Hours Technical Support (4 hr. min, less than 24 hr. notice and/or after hrs./weekends)

| | |
|---|---------------|
| Data Cabling | \$110 per hr. |
| Travel | \$85 per hr. |
| Desktop/Printer | \$130 per hr. |
| Video Surveillance, Access Control | \$160 per hr. |
| Audio/Video, Video Conferencing | \$195 per hr. |
| Router, Switch, Server, or Storage | \$275 per hr. |
| SQL, .NET, SharePoint | \$295 per hr. |
| VoIP, Firewall, Security, Mobility, VMware, or Citrix | \$295 per hr. |
| DevOps/SSO/Orchestration Engineer | \$325 per hr. |

- Emergency Incident Threat Response Services - billed per hour with minimum amounts determined at time of incident:
 - Immediate response to threat
 - Assess your security posture against the threat
 - Determine the level of effort required to protect Client assets
 - Work to prevent, detect, and respond to incidents
 - Identify and mitigate complex security vulnerability
 - Provide risk analyses and recommendations for threat eradication
 - Provide forensic analysis to determine extract threat vector
- Rates for professional service arrangements and/or projects will be quoted at the time Quest receives the request for such services from Agency.
- Quest reserves the right to adjust technical support rates with 30 days' advance written notice given to Agency.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

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

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

(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.



Lodi Energy Center Project Participant Committee

Staff Report

AGENDA ITEM NO.: 14

Meeting Date: June 6, 2022

To: Lodi Energy Center Project Participant Committee

Subject: AESI-US, Inc. – Five Year Multi-Task Consulting Services Agreement;
Applicable to the following projects: All NCPA locations and Members, SCPPA,
and SCPPA Members

Proposal

Approve the Multi-Task Consulting Services Agreement with AESI-US, Inc., for consulting services related to NERC CIP, or Operations and Planning Standards, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years for use at all facilities owned and/or operated by NCPA, its members, by the Southern California Public Power Authority (“SCPPA”), or by SCPPA members.

Background

NERC CIP or Operations and Planning Standards related tasks are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

On October 1, 2020 NERC began enforcing NERC Standard CIP-013-1 “Cyber Security – Supply Chain Risk Management” for Registered Entities that Own and/or operate medium impact BES Cyber Systems. On October 1, 2022 the revised standard CIP-13-2 becomes enforceable. Additionally, NERC is currently developing revised version CIP-013-3; the effective date is unknown at this time. The goal of NERC Standard CIP-013 is to minimize the risk associated with procurement of vendor product and services. NCPA desires to develop a NERC CIP-013 Compliance Program even though NCPA currently does not have Medium Impact Cyber Systems.

Selection Process

This five year enabling agreement does not commit NCPA to any expenditure of funds. NCPA issued a RFP for NERC Cyber Security Supply Chain Management Services on January 19, 2022. AESI-US, Inc. submitted a proposal for this RFP, and was a successful bidder. NCPA now desires to enter into an agreement with this vendor for NERC CIP or Operations and Planning Standards related tasks. NCPA has other agreements in place for similar services with Utility Services of Vermont, LLC and Utility System Efficiencies, Inc., but these services are not specific to NERC CIP-013 evaluation. NCPA is also entering into an agreement with Archer Energy Solutions, LLC for similar services.

Fiscal Impact

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

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.

Submitted by:

MARTY HOSTLER
Compliance Manager
Generation Services

Attachments: (1)

- Multi-Task Consulting Services Agreement with AESI-US, Inc.



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND AESI-US, INC

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and AESI-US, Inc., a corporation with its office located at 5055 Memorial Drive, Suite A#204, Stone Mountain, GA 30083 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

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

4.3 Cyber Risk Liability Insurance. Contractor shall maintain cyber risk liability insurance with an aggregate limit of not less than \$3,000,000, with a self-insured retention or deductible of no more than \$100,000. Such insurance shall cover any and all errors, omissions or negligent acts arising in or connected with the performance of the Scope of Work under this Agreement. Such cyber risk liability insurance shall include, but not be limited to, coverage of claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, spread of virus, denial of service, etc.), failure to supply, and intellectual property infringement (such as copyrights, trademarks, service marks and trade dress). No exclusions shall be listed within the policy for unencrypted, media or portable devices. Notwithstanding any other provision of this Agreement, if coverage is provided on a claims-made form, Contractor shall purchase and maintain a two year extended reporting period coverage following termination of this Agreement only in the event that the policy is canceled or non-renewed.

4.4 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

Consultant shall indemnify, defend, and hold harmless Agency for the payment of any employee and/or employer contributions for PERS benefits on behalf of

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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.

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Consultant shall return to Agency or destroy Confidential Information (including all copies thereof), Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement in files of Receiving Party's representatives where such copies are necessary to comply with applicable law. Consultant shall not disclose Agency's Confidential Information to any person other than those of the Consultant's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

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

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

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

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

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

Joel Charlebois
Vice President, Regulatory Compliance
AESI-US, Inc.
5055 Memorial Drive, Suite A#204
Stone Mountain, GA 30083

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

AESI-US, INC.

Date_____

Date_____

RANDY S. HOWARD
GENERAL MANAGER

JOEL CHARLEBOIS, VICE PRESIDENT
REGULATORY COMPLIANCE

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

AESI-US, Inc. ("Consultant") shall provide the following services, as requested by the Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members.

On an as-needed basis and upon request by NCPA, Members, SCPPA, or SCPPA Members, AESI-US, Inc. shall perform NERC CIP or Operations and Planning Standards related tasks.

AESI-US, Inc.'s professional staff have extensive utility industry experience and in-house experience and capabilities for both the CIP and O&P standards. Upon request for NERC CIP or O&P tasks, AESI will provide NCPA the following information for their approval before proceeding with any tasks:

1. The scope of work and approach to perform the task.
2. A list of the deliverables that will be associated with the task.
3. The cost estimate, which could a Fixed Cost or T&M using AESI-US, Inc.'s hourly rates.

The deliverables will be a function of the specific NERC CIP or O&P tasks that are requested by NCPA. The deliverables will be identified by AESI and approved by NCPA before proceeding with the tasks. Depending on execution of the assigned task, the deliverable maybe changed with the approval of NCPA.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

The cost estimate, is dependent on the requested tasks and could be a Fixed Fee or T&M using AESI-US, Inc.'s hourly rates as noted in the following table:

| Staff | 2022 Hourly Rate |
|----------------------|------------------|
| Principal Consultant | \$370 |
| Senior Executive | \$315 |
| Executive Consultant | \$295 |
| Director/Specialist | \$275 |
| Senior Consultant II | \$250 |
| Senior Consultant I | \$230 |
| Consultant II | \$215 |
| Consultant I | \$195 |
| Sr. Analyst | \$170 |
| Sr. Admin | \$105 |

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

(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.