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# Commission Minutes

**To:** NCPA Commission  
**From:** Carrie Pollo, Assistant Secretary to the Commission  
**Subject:** NCPA Commission Meeting – January 23, 2025

## 1. *Call Meeting to Order and Introductions*

Chair James “Bo” Sheppard called the meeting to order at 9:01 am at The Kimpton Sawyer Hotel, 500 J Street, Sacramento, CA. Introductions were made and roll call was taken. Those in attendance are shown on the attached attendance list.

## 2. *Approve Minutes of the December 5, 2024 Regular Commission Meeting*

**MOTION:** A motion was made by Sudhanshu Jain, and seconded by Christina McKenna to approve the minutes of the December 5, 2024 Regular Commission Meeting. The motion carried by a majority on a roll call vote of those Members present as follows:

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

## PUBLIC FORUM

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

## **REPORTS AND COMMITTEE UPDATES**

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

Randy Howard reported:

- Thanked everyone for their attendance at the Strategic Issues Conference (SIC).
- NCPA 101 was very successful and had a great turn out.
- There have been a lot of wildfire activities going on. NCPA is staying out in front of this issue. Each utility is one fire away from bankruptcy. A number of new regulations and work is being done in Washington, DC. Each utility needs to have a PSPS in place.
- Preparing for the APPA Legislative Rally in Washington, DC in February.
- Reservoirs are still doing OK considering the lack of rainfall. However, they are dryer than they were in December now.
- Speaking at the CEC tomorrow during the IEPR Commissioner Workshop on Regional Electricity Markets & Coordination.

### **4. Executive Committee**

Executive Committee Chair Sheppard reported the Executive Committee met this morning. A quorum of the Committee was established. The next Executive Committee meeting is scheduled February 20, 2025.

### **5. Facilities Committee**

Power Management Assistant General Manager, Tony Zimmer, reported the Facilities Committee met on December 4, 2024. At that meeting the Committee discussed today's Commission meeting items 17 and 18 on the Consent Calendar. A quorum of the Committee was established and the Committee was supportive of the above mentioned items. The Facilities Committee also met on January 8, 2025. At that meeting the Committee discussed today's Commission meeting items 13, 16, 19 and 26 on the Consent Calendar as well as items 27 through 31 on the Discussion/Action portion of today's Agenda. A quorum of the Committee was established and the Committee was supportive of the above mentioned items. The next Facilities Committee meeting is scheduled February 5, 2025.

### **6. Finance Committee**

Administrative Services Assistant General Manager, Monty Hanks reported that the Finance Committee held a special meeting on January 9, 2025 to review item 30 for Discussion/Action and recommended Commission approval. The Finance Committee will hold two meetings in February. The first is a regular meeting on February 11, 2025 at 10:30 a.m., and the second is a Special Joint meeting with the Facilities Committee on February 12, 2025 starting at 9 am, during which staff will present the first draft of the FY26 budget.

### **7. Legal Committee**

General Counsel Jane Luckhardt reported the Legal Committee met on January 16, 2025. Closed Session items were discussed at that meeting. The Emergency Governance Plan as well as wildfire issues were also discussed.

### **8. Legislative & Regulatory Affairs Committee**

L&R Committee Chair, David Hagele, thanked everyone for attending the Strategic Issues Conference. This event provides NCPA with valuable insights on the legislative and regulatory policy issues for the coming year and lays the groundwork for the upcoming state legislative advocacy on Capitol Day.

Capitol Day will be held on February 3, 2025 beginning with a breakfast briefing at the Sheraton Grand Hotel at 7:30 am. NCPA will join CMUA for their program of speakers. The afternoon will be spent in meetings with NCPA's legislative delegation. The day will close with a CMUA reception with legislators followed by the annual member dinner.

The annual L&R Committee budget workshop will be held at NCPA Headquarters on February 19, 2025.

#### 9. **Members' Announcements & Meeting Reporting**

No member updates were provided.

#### **CONSENT CALENDAR**

Prior to the roll call vote to approve the Consent Calendar, the Commissioners were polled to determine if any Member wished to pull an item or abstain from one or more items on the Consent Calendar. No items were requested to be pulled from the Consent Calendar. Palo Alto abstained from item 23.

**MOTION:** A motion was made by Doug Crane, and seconded by Vicki Veenker to approve the Consent Calendar consisting of Agenda Items 10 through 26. The motion carried by a majority of those Members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART			X
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y	23	
Port of Oakland			X
Redding			X
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra	Y		

**10. NCPA's Financials for the Month Ended November 30, 2024** – approval by all Members.

**11. Treasurer's Report for the Month Ended November 30, 2024** – accept by all Members.

**12. Disposal of Northern California Power Agency Surplus Property** – note and file the report by all members for the disposal of the following: High Voltage shrink wrap from LEC.  
**Fiscal Impact:** This report has not direct fiscal impact to the Agency.

**13. Resolution 25-01, Process Measurement Group dba Toledo Industrial Coatings – Five Year Multi-Task General Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members** – adopt resolution by all members

authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Process Measurement Group dba Toledo Industrial Coatings for specialized industrial protective coatings related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

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

- 14. Resolution 25-02, Schneider Electric USA, Inc. – Integrity Inspections – Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Integrity Inspections for specialty mechanical and inspection services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

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

- 15. Resolution 25-03, Custom Valve Solutions, Inc. dba Custom Valve Solutions – Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Custom Valve Solutions, Inc. dba Custom Valve Solutions for specialty machining and motor maintenance related 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.

**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years.

- 16. Resolution 25-04, Matheson Tri-Gas, Inc. – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following: All NCPA Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Matheson Tri-Gas, Inc. for CEMS EPA gases purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA.

**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.

- 17. Resolution 25-05, Thatcher Company of California, Inc. – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following: All NCPA Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Thatcher Company of California, Inc. for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,500,000 over five years, for use at any facilities owned and/or operated by NCPA.

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

- 18. Resolution 25-06, Blackhawk Painting Co., Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Blackhawk Painting Co., Inc. for specialized industrial protective coatings related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years.
- 19. Resolution 25-07, Jacobs Engineering Group, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Jacobs Engineering Group, Inc. for project support related consulting and engineering services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.  
**Fiscal Impact:** Upon execution, the total not to exceed amount of the agreement will remain unchanged at not to exceed \$2,000,000.
- 20. Resolution 25-08, American Industrial Scaffolding, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with American Industrial Scaffolding, Inc. for scaffolding and insulation services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.
- 21. Resolution 25-09, Stephens Mechanical Corporation – Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Stephens Mechanical Corporation for miscellaneous mechanical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.
- 22. Resolution 25-10, Airgas USA, LLC – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following: All NCPA Facilities** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas USA, LLC for CEMS EPA gas purchases, 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.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$1,500,000 over five years.

- 23. Resolution 25-11, GeothermEx, Inc. – Five Year Multi-Task Consulting Services Agreement; Applicable to the following: NCPA Geothermal Facility** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with GeothermEx, Inc. for geothermal reservoir numerical simulations services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at the Geothermal Facility.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.
- 24. Resolution 25-12, Community Tree Service, LLC – Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Community Tree Service, LLC for vegetation management services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over five years.
- 25. Resolution 25-13, Summit Line Construction, Inc. – Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities (except the Lodi Energy Center), NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Summit Line Construction, Inc. for power pole line inspection and maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA (except the Lodi Energy Center), NCPA Members, by SCPPA, and SCPPA Members.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$2,000,000 over five years.
- 26. Resolution 25-18, Osmose Utilities Services, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following: All NCPA Facilities, NCPA Members, SCPPA, and SCPPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Osmose Utilities Services, Inc. for Contact Voltage Surveys 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 any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.  
**Fiscal Impact:** Upon execution, the total cost of the agreement is not to exceed \$500,000 over five years.

## **DISCUSSION/ACTION ITEMS**

- 27. Resolution 25-14, U.S. Department of Energy 247 Hydroelectric Grant Agreements; Applicable to the following: NCPA Hydroelectric Facilities** – adopt resolution by all members authorizing the Commission to accept the conditional grant funding agreements associated with The Infrastructure Investment and Jobs Act Provision 40333 (Energy Policy Act 2005 Section 247) and delegating the authority to the General Manager or his designee to execute Department of Energy (DOE)-generated agreements for the funding towards five (5) NCPA projects for a total funding value not-to-exceed \$5,000,000. Individual projects receiving grant funding have either already been approved by the Commission or are set to

be brought to the Commission for approval at a later date and all relate to FERC Project No. 2409.

**Fiscal Impact:** The projects submitted for participation in the BIL grants were previously identified by NCPA staff as either current or future projects. All the projects have already incurred at least some reimbursable costs, with the Upper Utica Dam Maintenance being complete and Collierville Powerhouse Sump Oil Water Separator having incurred most costs.

Project Title	Estimated Cost	Grant Reimbursement
Clarks Creek Flood Risk Reduction Project	\$2,208,012	\$631,241
Collierville Powerhouse Sump Oil Water Separator	\$296,090	\$117,000
Collierville Transformer Maintenance	\$1,731,236	\$431,528
McKays 17KV Hardening Project	\$912,433	\$173,321
McKays Point Sediment Removal Project	\$67,000,000	\$3,646,910
		<b>\$5,000,000</b>

Grant funding maximum amounts were calculated during the initial application and the current costs are estimates. The maximum grant funding amount is up to 30% of the allowable project costs, as indicated in the table above.

Assistant General Manager, Michael DeBortoli, presented background information regarding the U.S. Department of Energy (DOE) 247 Hydroelectric Grant Agreements. The DOE Grid Deployment Office (GDO) selected 293 capital improvement projects to enhance the hydroelectric grid resiliency, dam safety and environmental improvements over 33 states to receive over \$430 Million under the Infrastructure Investment and Jobs Act. NCPA Hydroelectric Facilities filed (6) projects under FERC P2409 (5) and P11563 (1) licenses. Mike reviewed each of the project costs and the grant reimbursement funding amount from the DOE. There was no further discussion.

**MOTION:** A motion was made by Sudhanshu Jain and seconded by Christina McKenna recommending the Commission adopt Resolution 25-14 authorizing the Commission to accept the conditional grant funding agreements associated with The Infrastructure Investment and Jobs Act Provision 40333 (Energy Policy Act 2005 Section 247) and delegating the authority to the General Manager or his designee to execute Department of Energy (DOE)-generated agreements for the funding towards five (5) NCPA projects for a total funding value not-to-exceed \$5,000,000. Individual projects receiving grant funding have either already been approved by the Commission or are set to be brought to the Commission for approval at a later date and all relate to FERC Project No. 2409. The motion carried by a majority of those members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART			X
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland			X
Redding			X
Roseville	Y		
Santa Clara	Y		

Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra	Y		

**28. Resolution 25-15, Geothermal Plants 2025 Spring Outages Project; Applicable to the following: NCPA Geothermal Facility** – adopt resolution by all members authorizing the Geothermal Plants 2025 Spring Outages and delegating authority to the General Manager or his designee to award bids, execute agreements, and issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed \$3,525,000, to be funded from the approved FY 2025 Geothermal Budget and the Geothermal Maintenance Reserve Fund, and authorization to spend \$1,800,000 from the Maintenance Reserve for this work.

**Fiscal Impact:** The total cost is anticipated not to exceed \$3,525,000. A breakdown of the project costs is shown in the table below.

Plant	Cost
Plant 1	\$1,730,000
Plant 2	\$1,545,000
Contingency	\$250,000
<b>Total Project Cost</b>	<b>\$3,525,000</b>

Funding to complete the Geothermal Facility Plants 2025 Spring Outages Project will come from the combined use of funds from the approved FY 2025 Geothermal Budget and the Geothermal Maintenance Reserve. Funds totaling \$1,800,000 for the Project will come from the Geothermal Maintenance Reserve account.

Assistant General Manager, Michael DeBortoli discussed the Geothermal Facility Plant 1 and 2 outage costs for FY 2025 including funding costs from the FY 2025 approved Geothermal Budget as well as use of funds from the Geothermal Maintenance Reserve Fund. There was no further discussion.

**MOTION:** A motion was made by Sudhanshu Jain and seconded by Christina McKenna recommending the Commission adopt Resolution 25-15 authorizing the Geothermal Plants 2025 Spring Outages and delegating authority to the General Manager or his designee to award bids, execute agreements, and issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed \$3,525,000, to be funded from the approved FY 2025 Geothermal Budget and the Geothermal Maintenance Reserve Fund, and authorization to spend \$1,800,000 from the Maintenance Reserve for this work. The motion carried by a majority of those members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART			X
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto		X	
Port of Oakland			X
Redding			X
Roseville	Y		

Santa Clara	Y		
Shasta Lake		X	
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra	Y		

**29. Resolution 25-16, Second Phase Agreement for Combustion Turbine Project Number Two Repower Project** – adopt resolution by all members for (1) Commission approval of the Second Phase Agreement for Combustion Turbine Project Number Two Repower Project (Second Phase Agreement), and authorizing the General Manager of Northern California Power Agency (NCPA) or his designee, to enter into the Second Phase Agreement on behalf of NCPA, upon receipt of signed agreements from the Project Participants, including any modifications to the Second Phase Agreement approved by NCPA's General Counsel, and (2) upon approval and execution of the Second Phase Agreement, Commission approval and authorization for the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for work as described in the Second Phase Agreement, and (3) Commission approval and authorization for NCPA to use certain CT2 Repower Project Participant funds currently held by NCPA in the CT2 Project decommissioning and reserve accounts to fund certain Second Phase Agreement Activities on behalf of the CT2 Repower Project Participants, as shall be further coordinated with the CT2 Repower Project Participant Designated Representatives.

**Fiscal Impact:** By executing the Second Phase Agreement, each CT2 Repower Project Participant acknowledges and agrees to be bound by the terms and conditions of the Second Phase Agreement, and that the Second Phase Agreement is written as a "take-or-pay" agreement; therefore, any and all Project Costs incurred by NCPA under this Second Phase Agreement shall be allocated and charged to each CT2 Repower Project Participant in proportion to such CT2 Repower Project Participant's Project Participation Percentage as set forth in Exhibit A of the Second Phase Agreement.

Upon approval and execution of the Second Phase Agreement and subject to subsequent approval of one or more CT2 Repower Project Participants, NCPA shall be authorized to use certain CT2 Repower Project Participant funds currently held by NCPA in the CT2 Project decommissioning and reserve accounts to fund certain Second Phase Agreement Activities on behalf of the CT2 Repower Project Participants. Total Project Costs associated with the Second Phase Agreement Activities are estimated to be approximately \$5,118,964.00, but all actual Project Costs incurred by NCPA will be invoiced.

Assistant General Manager Michael DeBortoli explained that the Combustion Turbine Project Number Two (CT2 Project or STIG) has been forced out of service and the turbine is at the end of its life. NCPA proposes to repower the CT2 Project to extend the life of the capacity and energy capabilities. The cities of Lodi, Lompoc, and Roseville are interested in repowering this project to meet the present and future electric demands of their electric customers. NCPA has created a draft MOU to address the transition from the existing STIG participants to the interested participants in the repower project. Mr. DeBortoli reviewed the CT2 Repower Second Phase Agreement, activities, fiscal impact, and the expected project participation including percentages. There was no further discussion.

**MOTION:** A motion was made by Dan Beans and seconded by Brad Wilkie recommending the Commission adopt Resolution 25-16 for (1) Commission approval of the Second Phase Agreement for Combustion Turbine Project Number Two Repower Project (Second Phase Agreement), and authorizing the General Manager of Northern California Power Agency (NCPA) or his designee, to enter into the Second Phase Agreement on behalf of

NCPA, upon receipt of signed agreements from the Project Participants, including any modifications to the Second Phase Agreement approved by NCPA's General Counsel, and (2) upon approval and execution of the Second Phase Agreement, Commission approval and authorization for the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for work as described in the Second Phase Agreement, and (3) Commission approval and authorization for NCPA to use certain CT2 Repower Project Participant funds currently held by NCPA in the CT2 Project decommissioning and reserve accounts to fund certain Second Phase Agreement Activities on behalf of the CT2 Repower Project Participants, as shall be further coordinated with the CT2 Repower Project Participant Designated Representatives. The motion carried by a majority of those members present on a roll call vote as follows:

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

**30. Resolution 25-17, Appointment to the NCPA Finance Committee** – adopt resolution by all members appointing Melissa Price, Assistant Electric Utility Director for the City of Lodi / Lodi Electric, as the Chair of the Finance Committee.

**Fiscal Impact:** There is no fiscal impact in appointing Melissa Price as the Chair of the Finance Committee.

Assistant General Manager, Monty Hanks, reported that Catalina Sanchez, NCPA Commissioner from the City of Gridley and Chair of the Finance Committee requested to step down. Per the Finance Committee Charter, members of the Finance Committee who may be either Commission members or other staff or officers of members, shall be appointed by the Commission Chair and then ratified by the Commission. The Finance Committee held a Special meeting on January 9, 2025 to discuss and recommend the nomination and appointment of Melissa Price, Assistant Electric Utility Director for Lodi Electric, as the new Finance Committee Chair. There was no further discussion.

**MOTION:** A motion was made by Doug Crane and seconded by Brad Wilkie recommending the Commission adopt Resolution 25-17 appointing Melissa Price, Assistant Electric Utility Director for the City of Lodi / Lodi Electric, as the Chair of the Finance Committee. The motion carried by a majority of those members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART			X
Biggs	Y		
Gridley	Y		

Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland			X
Redding			X
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra	Y		

**31. Resolution 25-19, Amendment 1 to Contract 21-SNR-02661** – adopt resolution by all members approving Amendment 1 to Contract 21-SNR-02661 between Northern California Power Agency (NCPA) and Western Area Power Administration Sierra Nevada Region (WAPA), and authorize the General Manager or his designee to enter into Amendment 1 to Contract 21-SNR-02661, acting on behalf of NCPA, to acquire up to 62 MW of Pacific Alternating Current Intertie transmission service to the PG&E DLAP based on the monthly rate in accordance with WAPA's Rate Schedule PACI-T4 or its successor, including any non-substantial modifications to Amendment 1 to Contract 21-SNR-02661 recommended and approved by NCPA's General Counsel.

**Fiscal Impact:** Pursuant to WAPA's Rate Schedule PACI-T4, it is estimated that the cost of acquiring up to 62 MW of Pacific Alternating Current Intertie transmission service will be \$986 per MW-month, or approximately \$61,132.00 per month. In accordance with the AAA, all costs and charges incurred by NCPA related to the Base Resource Contract, including any amendments thereto, shall be allocated and paid by the Assigning Members.

*Full representation of the Pooling Committee was not present at this meeting. This item will be presented at the next Commission meeting for review and approval.*

## **NEW BUSINESS**

No new business discussed.

## **ADJOURNMENT**

The January 23, 2025 Commission meeting was adjourned at 10:06 am by Chair Sheppard.

Respectfully submitted,

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JAMES "BO" SHEPPARD  
Commission Chair

Prepared by,


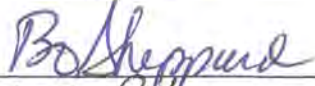






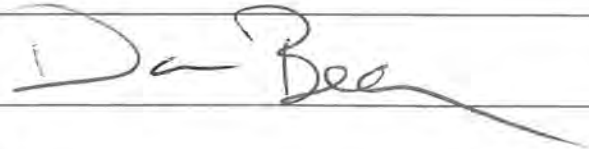
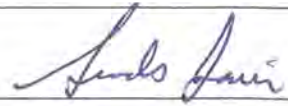
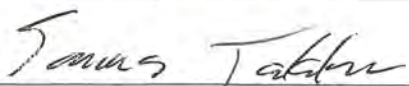
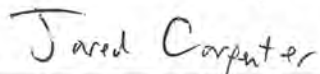
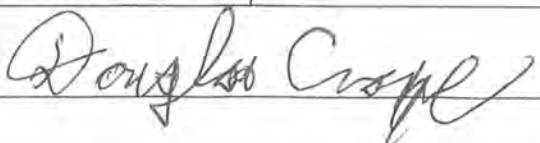
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CARRIE POLLO  
Assistant Secretary to the Commission



Commission Meeting  
January 23, 2025  
COMMISSIONERS  
Attendance List

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

MEMBER	NAME
1 - ALAMEDA	
2 - BIGGS	
3 - GRIDLEY	
4 - HEALDSBURG	
5 - LODI	
6 - LOMPOC	
7 - PALO ALTO	
8 - PLUMAS-SIERRA REC	
9 - PORT OF OAKLAND	
10 - REDDING	
11 - ROSEVILLE	
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	
13 - SANTA CLARA	
14 - SHASTA LAKE	
15 - TRUCKEE DONNER	
16 - UKIAH	



Commission Meeting  
January 23, 2025  
Attendance List

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

NAME	AFFILIATION
Carrie Pollo	NCPA
Jane Luckhart	NCPA
STEVEN L. MCROT	TDPUD
ALAN KORDANI	PALO ALTO
KIELY NOSE	PALO ALTO
James Taketawa	Shasta Lake
Melissa Price	Lodi
Katie Lucchesi	Lodi
Jeff Bertheimer	Lodi
Camelot Bregman	Lodi
Diana Ramos	Ukiah
Cindy Sauer	Ukiah
JEREMY M LAWSON	NCPA
Michael DeBortoli	NCPA
Jim Beach	NCPA
Tony Zimmer	NCPA
Kathleen Hughes	SVP
Jane Cirrinione	NCPA
Monty Hawks	NCPA
Randy Howard	NCPA
BRITLY WRIGHT	TDPUD
Brynnal Bryant	NCPA
Catherine Elvert	CPAU

**Northern California Power Agency  
Commission Meeting  
January 23, 2025  
Attendance List**

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

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# SUPPORT SERVICES PROGRAM STATUS REPORT

February 12, 2025

<i><b>Member Name</b></i>	<i><b>Designated Representatives</b></i>	<i><b>Authorized Confirmation NTE Amount</b></i>	<i><b>Date Approved</b></i>
Alameda - AMP	General Manager & AMP City Attorney	\$ 75,000	06/08/16
BART			
Biggs	Utility Director & City Attorney	\$ 125,000	08/09/16
Gridley	City Administrator & City Attorney	\$ 125,000	02/07/22
Healdsburg	City Manager & City Attorney	\$ 50,000	05/06/19
Lodi	Utility Director & City Attorney NTE \$30,000; City Manager & City Attorney NTE \$60,000	\$ 60,000	09/07/16; 05/20/22
Lompoc	Utility Director & City Attorney	\$ 125,000	11/15/16
Palo Alto	City Manager & City Attorney	\$ 85,000/yr. with up to 3 yr. term per vendor	06/05/17
Plumas-Sierra REC	General Manager & Cooperative Attorney	\$ 20,000	01/25/23
Port of Oakland	Executive Director & Deputy Port Attorney	\$ 150,000	04/14/16
Redding	Utility Director & City Attorney Procurement Authority Increased	\$ 200,000	04/19/16; 08/20/20
Roseville	Electric Utility Director & City Attorney Procurement Authority Increased	\$ 74,999	10/05/15; 05/05/21
Santa Clara	City Manager & City Attorney	\$ 150,000	05/24/16
Shasta Lake	City Manager & General Counsel	\$ 75,000	07/02/19
Truckee Donner PUD	General Manager & General Counsel NTE \$15,000; General Manager, General Counsel & Board President NTE \$250,000	\$ 250,000	11/02/16
Ukiah	Utility Director & City Attorney	\$ 20,000	01/19/22

**SSPA CONFIRMATIONS EXECUTED/WORK IN PROGRESS**

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0345	City of Palo Alto	1/29/25	\$ 17,965.00	Aspen Environmental; natural gas regulatory services in CY25.
0341	City of Roseville	12/18/24	\$ 28,470.00	DGS Associates, dba EES Consulting; provide financial plan, rate-related and cost of service related assistance for update of the utility's forecast model and cost of service model.
0340	City of Santa Clara	1/1/25	\$ 125,190.00	Central Coast Energy Services, Inc.; continued services for SVP's Financial Rate assistance Program including marketing, outreach, comprehensive eligibility determination, and benefit processing for eligible applications.
0339	Alameda Municipal Power	10/22/24	\$ 6,975.00	Frontier Energy, Inc.; Induction cooking demonstration workshop.
0338	City of Lompoc	10/17/24	\$ 60,660.70	Power Engineers, Inc.; Arc Flash analysis for Receiving substation.
0337	City of Lompoc	9/10/24	\$ 68,840.65	Power Engineers, Inc.; Receiving substation engineering support including as-built drawing verification, update CAD drawing files, recommend renewal options, and prepare preventative maintenance program.
0336	City of Redding	8/15/24	\$ 7,710.00	Frontier Energy, Inc.; Training/Induction Cooking Demonstration in calendar year 2024 for City of Redding event.
0335	City of Roseville	9/9/24	\$ 53,272.00	Richard Heath & Associates, Inc.; Technical advisory and analysis services related to DSM programs.
0334	City of Lompoc	8/8/24	\$ 8,875.00	Intuitive Group; Grant related services including funding research, proposal development, application writing and support related to electric infrastructure upgrades, grid resiliency, energy efficiency, wildfire/hazard mitigation, and EV charging for balance of CY2024.
0332	City of Santa Clara	7/11/24	\$ 83,985.00	Frontier Energy, Inc.; Provide up to 20 EE commercial food service site audits.

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0329	City of Lompoc	3/29/24	\$ 24,475.00	iParametrics, LLC; Grant writing services related to GRIP Topic 3 application.
0328 Amd.	City of Palo Alto	4/11/24	\$ 112,214.00	Cool the Earth; EV and Ebike webinars, EV education and discount programs.
0326	City of Roseville	3/12/24	\$ 16,915.00	SCS Engineers; provide LCFS Tier 2 Fuel Pathway Validation services.
0325	City of Shasta Lake	3/6/24	\$ 73,480.00	Cooperative Response Center; provide after-hours call support utilizing its Energy Dispatch service solutions.
0322	City of Roseville	4/1/24	\$ 17,265.00	Frontier Energy, Inc.; Induction cooking demonstration and electrification training.
0321	City of Palo Alto	3/8/24	\$ 46,885.00	Plug in America; provide EV Expos and Workshops in 2024 to promote EV adoption.
0320	City of Redding	3/8/24	\$ 39,680.00	AESI-US, Inc.; provide comprehensive cyber security risk assessment.
0319	City of Palo Alto	2/8/24	\$ 17,265.00	Aspen Environmental; provide support re regulatory and legislative matters and objectives, CPUC filings, orders and decisions; impacts on the City.
0315	Port of Oakland	11/29/23	\$ 149,995.00	NewGen Strategies and Solutions, LLC; Electric cost of Service and Retail Rate Design Study.
0310	City of Redding	5/21/24	\$ 36,200.00	Cameron Cole LLC; GHG verification services for emission years 2023, 2024, and 2025 for compliance with mandatory CARB regulations.
0309	City of Roseville	8/17/23	\$ 30,835.00	EcoEngineers; Providing LCFS Pathway Registration services for the Pleasant Grove Wastewater Treatment Plant.
0308	City of Redding	8/25/23	\$1,167,293.55	Siemens Energy, Inc.; Year 1 of a 5-year T-3000 control systems maintenance and support services program.
0307	City of Roseville	9/6/2023	\$1,196,537.12	Siemens Energy, Inc.; Year 1 of a 5-year T-3000 control systems maintenance and support services program.
0304	Alameda Municipal Power	7/31/23	\$713,195.50	CLEAResult Consulting Inc.; EV charging outreach and technical assistance services.

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0303	City of Palo Alto	5/16/23	\$51,015.00	Flynn Resource Consultants, Inc.; Analysis to aid the City in Electric Supply Portfolio Planning.
0298	City of Palo Alto	3/16/23	\$249,829.00	iParametrics LLC; Grant writing services for Electric GRIP Grant and for Gas NGDISM Grant and for Post-Award services and support for future grants.
0295	Alameda Municipal Power	5/3/23	\$250,000.00	SpryPoint Services, Inc.; Implement SpryMobile Asset & Workflow Management Software to support AMP's operational needs through September 14, 2027.
0283	Alameda Municipal Power	11/29/22	\$141,075.00	Cooperative Response Center; for after-hours answering services for 36-month period through November 2025.
0277	City of Lodi	9/28/22	\$156,460.00	Electric Power Systems International, Inc.; Specialized electrical services as identified in 9/26/22 letter addressed to Lodi.
0269	City of Lodi	10/18/22	\$281,460.00	Cooperative Response Center, Inc.; after-hours answering services for Lodi Electric and Lodi Public Works departments for three-year period.
0258 Amd.	Alameda Municipal Power	6/6/22 8/30/23	\$ 70,255.00	Norwood Creative Group, Inc. (f/k/a Dee's Design Box, LLC); Graphic design services including branding package development, document creation including newsletters, bill inserts, online ads, and information sheets through FY25.
0257	Truckee Donner PUD	7/1/22	\$ 60,000.00	iParametrics; Grant writing services.
0253	City of Palo Alto	7/26/22	\$ 29,250.00	D+R International; provide network access via Qmerit to EV vetted local contractors able to install EV chargers and conduct electric panel upgrades. Includes White Label Package with standard reporting. (No actual installation included in the services.)
0249	City of Lodi	7/21/22	\$ 92,170.00	Central Coast Energy Services, Inc.; income verification and recertification services for financial rate assistance programs through FY25.

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0236 Amd.	City of Santa Clara	3/1/22	\$426,328.00	CLEAResult; EV charging structure technical assistance, electrification education, and electrification assessment services. Amd. to extend term through 12/17/25.
0224 Amd. Amd.2	City of Healdsburg	7/1/21 5/16/23 12/31/23	\$ 9,394.00	HOT/SHOT Infrared Inspections Inc.; infrared inspections of one substation and overhead 12kv distribution system.
0186 Amd. Amd.2 Amd.3	Alameda Municipal Power	9/21/20 7/23/21 8/23/22 12/8/23	\$200,000.00	Flynn Resource Consultants, Inc.; services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, through FY24.

**SSA CONFIRMATIONS EXECUTED AND IN PROGRESS**  
**(SERVICES THROUGH SCPPA CONTRACTS OR TO SCPPA MEMBERS THROUGH NCPA CONTRACTS)**

<b>No.</b>	<b>Member Name</b>	<b>Date</b>	<b>Amount NTE</b>	<b>Vendor Name &amp; Short Description</b>
0296	Alameda - AMP	6/29/23	\$121,670.00	Radian Generation LLC; provide NERC regulatory compliance administrative services.
0265	City of Santa Clara	7/6/23	\$98,965.00	Tinker, LLC; provide its turnkey Energy Education Program through a digital science-based curriculum to teach students about energy and using it wisely.



# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** December 31, 2024 Financial Report (unaudited)

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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**RECOMMENDATION:**

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending December 31, 2024.

**NOTICE:**

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the February 20, 2025 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

The report of budget vs. actual costs and the unaudited December 31, 2024 financial reports are also included.

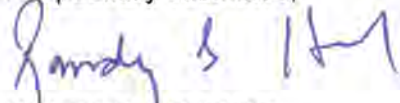
**FISCAL IMPACT:**

This report has no direct budget impact to the Agency.

**ENVIRONMENTAL ANALYSIS:**

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", with a stylized flourish at the end.

RANDY S. HOWARD  
General Manager

**Attachments:**

- December 31, 2024 Financial Report

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

**Schedule of Disbursements  
(Unaudited)**

**For the Month of December 2024**

**Operations:**

Geothermal	\$ 1,446,712
Hydroelectric	2,591,246
CT#1 Combustion Turbines	288,331
CT#2 STIG	63,777
Lodi Energy Center	10,507,162
NCPA Operating	<u>34,986,520</u>
Total	<u>\$ 49,883,748</u>

**NORTHERN CALIFORNIA POWER AGENCY  
REPORT OF BUDGET VS. ACTUAL COST  
FOR THE PERIOD ENDED DECEMBER 31, 2024**

<b>PERCENT OF YEAR ELAPSED</b>
<b>50%</b>

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
<b><u>GENERATION RESOURCES</u></b>					
<b><u>NCPA Plants</u></b>					
Hydroelectric					
Other Plant Cost	\$ 2,981,317	\$ 19,035,312	\$ 40,231,090	47%	
Debt Service (Net)	1,534,669	9,208,014	18,416,028	50%	
Annual Budget Cost	4,515,986	28,243,326	58,647,118	48%	
Geothermal					
Other Plant Cost	3,909,628	23,487,027	47,043,119	50%	
Debt Service (Net)	-	-	-	N/A	
Annual Budget Cost	3,909,628	23,487,027	47,043,119	50%	
Combustion Turbine No. 1					
Fuel	59,620	578,560	718,046	81%	(a)
Other Plant Cost	432,782	2,723,274	4,733,429	58%	(b)
Annual Budget Cost	492,402	3,301,834	5,451,475	61%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	480	57,876	1,180,587	5%	
Other Plant Cost	361,283	2,809,012	5,093,732	55%	(c)
Debt Service (Net)	-	421,313	421,313	100%	(d)
Annual Budget Cost	361,763	3,288,201	6,695,632	49%	
Lodi Energy Center					
Fuel	4,207,076	17,685,494	77,589,905	23%	
Other Plant Cost	4,101,322	18,712,533	54,644,498	34%	
Debt Service (Net)	2,168,156	13,008,934	26,017,868	50%	
Annual Budget Cost	10,476,554	49,406,961	158,252,271	31%	
Member Resources - Energy	6,508,505	40,991,810	53,765,565	76%	(e)
Member Resources - Energy (Customer)	3,781	19,929	-	N/A	
Member Resources - Natural Gas	946,635	4,397,044	5,432,402	81%	(f)
Western Resources	1,080,088	7,682,041	23,246,095	33%	
Market Power Purchases	3,112,720	19,395,942	48,565,629	40%	
Load Costs - CAISO	31,171,604	185,572,233	545,184,045	34%	
Load Costs - CAISO (Customer)	8,732	5,228,552	-	N/A	
Net GHG Obligations	1,035,530	1,640,330	2,108,011	78%	(g)
	63,623,928	372,655,230	954,391,362	39%	
<b><u>TRANSMISSION</u></b>					
<b><u>Independent System Operator</u></b>					
Grid Management Charge	\$233,674	\$1,410,891	2,572,012	55%	(h)
Wheeling Access Charge	11,381,976	72,702,120	155,004,333	47%	
Ancillary Services	153,306	1,958,679	4,577,450	43%	
Other ISO Charges/(Credits)	463,115	631,685	2,549,026	25%	
	12,232,071	76,703,375	164,702,821		
Independent System Operator (Customer)	(94,600)	(1,911,804)	-		
	12,137,471	74,791,571	164,702,821	45%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY  
REPORT OF BUDGET VS. ACTUAL COST  
FOR THE PERIOD ENDED DECEMBER 31, 2024**

<b>PERCENT OF YEAR ELAPSED</b>
<b>50%</b>

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
<b><u>MANAGEMENT SERVICES</u></b>					
<b>Legislative &amp; Regulatory</b>					
Legislative Representation	118,931	1,037,333	2,361,093	44%	
Regulatory Representation	40,592	325,719	828,799	39%	
Western Representation	29,589	219,012	599,235	37%	
Customer Programs	42,248	236,584	666,457	35%	
Judicial Action	187,778	927,985	1,240,000	75%	(i)
<b>Power Management</b>					
System Control & Load Dispatch	988,247	5,536,505	11,749,989	47%	
Forecasting, Planning, Prescheduling & Trading	285,408	1,449,065	3,242,955	45%	
Industry Restructuring & Regulatory Affairs	30,926	167,795	427,756	39%	
Contract Admin, Interconnection Svcs & External Affairs	120,480	640,514	1,304,749	49%	
Gas Purchase Program	5,155	28,380	86,207	33%	
Market Purchase Project	6,924	40,691	124,392	33%	
<b>Energy Risk Management</b>					
Settlements	14,338	109,361	175,918	62%	(j)
Integrated Systems Support	84,374	438,836	1,217,204	36%	
Participant Pass Through Costs	39,728	244,998	704,665	35%	
Support Services	434,081	768,681	1,967,542	39%	
	148,542	952,160	147,285	N/A	
	<b>2,577,341</b>	<b>13,123,619</b>	<b>26,844,246</b>	<b>49%</b>	
<b>TOTAL ANNUAL BUDGET COST</b>	<b>78,338,740</b>	<b>460,570,420</b>	<b>1,145,938,429</b>	<b>40%</b>	
<b><u>LESS: THIRD PARTY REVENUE</u></b>					
Plant ISO Energy Sales	12,098,609	66,206,394	217,597,296	30%	(k)
Member Resource ISO Energy Sales	4,706,941	27,226,944	44,226,716	62%	(l)
Member Owned Generation ISO Energy Sales	9,920,612	64,914,614	156,157,708	42%	(m)
Revenue from Customers	(424,626)	(5,673,989)	-	N/A	
Customer Owned Generation ISO Energy Sales	130,523	293,413	1,469,256	20%	(m)
NCPA Contracts ISO Energy Sales	1,437,774	8,908,660	50,551,647	18%	(m)
Western Resource Energy Sales	361,802	13,457,074	41,304,601	33%	(m)
Load Energy Sales	262,664	3,331,417	-	N/A	
Ancillary Services Sales	116,800	1,657,629	6,817,168	24%	(n)
Transmission Sales	9,198	55,188	110,376	50%	
PM Service Revenue	240,092	1,436,772	2,885,924	50%	
Western Credits, Interest and Other Income	5,129,562	38,813,073	58,618,398	66%	(o)
	<b>33,989,951</b>	<b>220,627,189</b>	<b>579,739,090</b>	<b>38%</b>	
<b>NET ANNUAL BUDGET COST TO PARTICIPANTS</b>	<b>\$ 44,348,789</b>	<b>\$ 239,943,231</b>	<b>\$ 566,199,339</b>	<b>42%</b>	

NORTHERN CALIFORNIA POWER AGENCY  
REPORT OF BUDGET VS. ACTUAL COST  
FOR THE PERIOD ENDED DECEMBER 31, 2024

PERCENT OF YEAR ELAPSED 50%
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NOTES:

- (a) Increase due to higher than budgeted fuel purchases for anticipated start-ups that did not clear the CAISO Real-Time Market.
- (b) Increase due to expenditures for Switchyard Relay project to be funded from encumbered funds. Funds to be transferred upon project completion.
- (c) Increase due to higher than budgeted injection well cleaning costs (Mandated Costs).
- (d) Final debt payment for CT2 on August 1st.
- (e) Increase due to unbudgeted member resource purchases.
- (f) Increased due to higher member purchases and larger than budgeted cost spread.
- (g) Increase due to unbudgeted Customer GHG charges.
- (h) Increase due to higher than budgeted resource contracts resulting in higher GMC charges.
- (i) Increase to unbudgeted outside service costs associated with ISO Tariff Rates & Amendment litigation.
- (j) Increase due to budgeted training costs incurred in first half of the year. Overall costs expected to levelize by year end.
- (k) Decrease due to lower generation and lower market prices.
- (l) Increase due to higher than budgeted member owned generation sales to CAISO.
- (m) Actual LMP price has been lower than budget on average by 36.00%.
- (n) Decrease due to lower volume of ancillary service awards to LEC.
- (o) Increase due to higher NCPA and member contract sales, interest income and effluent revenue.

# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	December	
	2024	2023
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 59,317	\$ 70,033
Investments	38,185	32,032
Accounts receivable		
Participants	8	24
Other	2,307	4,572
Interest receivable	1,221	953
Inventory and supplies	6,965	6,654
Prepaid expenses	4,593	3,227
TOTAL CURRENT ASSETS	112,596	117,495
RESTRICTED ASSETS		
Cash and cash equivalents	61,907	73,403
Investments	203,911	177,624
Interest receivable	20	32
TOTAL RESTRICTED ASSETS	265,838	251,059
ELECTRIC PLANT		
Electric plant in service	1,605,557	1,603,549
Less: accumulated depreciation & amortization	(1,172,472)	(1,134,065)
	433,085	469,484
Construction work-in-progress	1,762	1,606
TOTAL ELECTRIC PLANT	434,847	471,090
OTHER ASSETS		
Regulatory assets	137,065	151,518
Investment in associated company	265	265
TOTAL ASSETS	950,611	991,427
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	87	505
Pension and OPEB deferrals	29,466	25,345
Asset retirement obligations	63,579	62,386
TOTAL DEFERRED OUTFLOWS OF RESOURCES	93,132	88,236
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,043,743	\$ 1,079,663

# COMBINED STATEMENTS OF NET POSITION

## NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

### UNAUDITED

	December	
	2024	2023
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 34,016	\$ 47,105
Member advances	1,314	1,143
Operating reserves	32,733	27,825
Current portion of long-term debt	33,082	55,778
Accrued interest payable	4,020	4,755
TOTAL CURRENT LIABILITIES	105,165	136,606
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	62,715	56,556
Operating reserves and other deposits	188,368	169,332
Asset retirement obligations	75,946	72,922
Long-term debt, net	461,726	497,599
TOTAL NON-CURRENT LIABILITIES	788,755	796,409
TOTAL LIABILITIES	893,920	933,015
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	94,052	95,061
Pension and OPEB deferrals	1,668	2,112
TOTAL DEFERRED INFLOWS OF RESOURCES	95,720	97,173
NET POSITION		
Net investment in capital assets	(46,600)	(68,704)
Restricted	15,141	24,579
Unrestricted	85,562	93,600
TOTAL NET POSITION	54,103	49,475
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,043,743	\$ 1,079,663

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

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

**UNAUDITED**

	For the Six Months Ended December,	
	2024	2023
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 257,308	\$ 278,252
Other Third-Party	99,641	141,857
TOTAL OPERATING REVENUES	356,949	420,109
OPERATING EXPENSES		
Purchased power	141,525	183,167
Operations	54,695	62,659
Transmission	83,031	93,998
Depreciation & amortization	16,626	15,374
Maintenance	27,095	16,566
Administrative and general	14,778	12,515
TOTAL OPERATING EXPENSES	337,750	384,279
NET OPERATING REVENUES	19,199	35,830
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(7,879)	(9,373)
Interest income	15,283	19,753
Other	3,234	4,461
TOTAL NON OPERATING EXPENSES	10,638	14,841
FUTURE RECOVERABLE AMOUNTS	(1,119)	(12,889)
REFUNDS TO PARTICIPANTS	(11,727)	(14,662)
INCREASE (DECREASE) IN NET POSITION	16,991	23,120
NET POSITION, Beginning of year	37,112	26,355
NET POSITION, Period ended	\$ 54,103	\$ 49,475

## OTHER FINANCIAL INFORMATION

### COMBINING STATEMENT OF NET POSITION

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

	December 31, 2024									
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One				
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	\$ -	\$ -	\$ 1	\$ 1	\$ 137	\$ -	\$ -	\$ 1,479	\$ 57,699	\$ 59,317
Investments	-	-	-	-	-	-	-	-	38,185	38,185
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	8	8
Other	-	-	-	-	-	-	2,065	-	242	2,507
Interest receivable	179	324	-	-	46	-	86	-	586	1,221
Inventory and supplies	1,809	1,319	330	490	3,017	-	-	-	-	6,965
Prepaid expenses	1,331	1,308	3	144	1,569	-	95	(115)	258	4,593
Due from Agency and other programs*	18,542	3,146	2,431	3,654	31,595	-	19,276	4,774	(83,418)	-
TOTAL CURRENT ASSETS	21,861	6,097	2,765	4,289	36,364	-	21,522	6,138	13,560	112,596
RESTRICTED ASSETS										
Cash and cash equivalents	2,696	5,586	1,163	-	5,255	-	21,360	-	25,847	61,907
Investments	31,204	49,851	-	-	32,888	-	20,701	-	69,267	203,911
Interest receivable	-	-	-	-	20	-	-	-	-	20
TOTAL RESTRICTED ASSETS	33,900	55,437	1,163	-	38,163	-	42,061	-	95,114	265,838
ELECTRIC PLANT										
Electric plant in service	580,262	395,746	65,473	39,010	447,721	7,736	61,427	1,178	7,004	1,605,557
Less: accumulated depreciation & amortization	(558,945)	(323,841)	(64,459)	(36,120)	(160,830)	(7,736)	(14,303)	(1,010)	(5,228)	(1,172,472)
	21,317	71,905	1,014	2,890	286,891	-	47,124	168	1,776	433,085
Construction work-in-progress	-	-	-	-	-	-	-	-	1,762	1,762
TOTAL ELECTRIC PLANT	21,317	71,905	1,014	2,890	286,891	-	47,124	168	3,538	434,847
OTHER ASSETS										
Regulatory assets	-	70,480	-	-	27,407	-	-	-	39,178	137,065
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	77,078	203,919	4,942	7,179	388,825	-	110,707	6,306	151,655	950,611
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	-	-	-	-	87	-	-	-	-	87
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	29,466	29,466
Asset retirement obligations	63,185	-	184	-	210	-	-	-	-	63,579
TOTAL DEFERRED OUTFLOWS OF RESOURCES	63,185	-	184	-	297	-	-	-	29,466	93,132
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 140,263	\$ 203,919	\$ 5,126	\$ 7,179	\$ 389,122	\$ -	\$ 110,707	\$ 6,306	\$ 181,121	\$ 1,043,743

\* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

	December 31, 2024									
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 474	\$ 252	\$ -	\$ 1	\$ 3,806	\$ -	\$ 22,468	\$ -	\$ 7,015	\$ 34,016
Member advances	791	-	-	-	-	-	-	523	-	1,314
Operating reserves	3,927	250	617	4,415	23,524	-	-	-	-	32,733
Current portion of long-term debt	-	12,435	10	-	14,656	-	5,915	-	66	33,082
Accrued interest payable	-	2,991	(33)	-	1,062	-	-	-	-	4,020
TOTAL CURRENT LIABILITIES	5,192	15,928	594	4,416	43,048	-	28,383	523	7,081	105,165
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	62,715	62,715
Operating reserves and other deposits	1,500	44,238	1,150	-	134	-	42,570	2,838	95,938	188,368
Asset retirement obligations	75,552	-	184	-	210	-	-	-	-	75,946
Long-term debt, net	-	132,844	553	-	287,053	-	41,209	-	67	461,726
TOTAL NON-CURRENT LIABILITIES	77,052	177,082	1,887	-	287,397	-	83,779	2,838	158,720	788,755
TOTAL LIABILITIES	82,244	193,010	2,481	4,416	330,445	-	112,162	3,361	165,801	893,920
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	39,658	7,525	2,461	3,160	37,707	-	-	164	3,377	94,052
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	1,668	1,668
TOTAL DEFERRED INFLOWS OF RESOURCES	39,658	7,525	2,461	3,160	37,707	-	-	164	5,045	95,720
NET POSITION										
Net investment in capital assets	21,317	(72,562)	697	2,890	(2,515)	-	-	167	3,406	(46,600)
Restricted	-	6,217	1,196	-	8,150	-	(422)	-	-	15,141
Unrestricted	(2,956)	69,729	(1,709)	(3,287)	15,335	-	(1,033)	2,614	6,869	85,562
TOTAL NET POSITION	18,361	3,384	184	(397)	20,970	-	(1,455)	2,781	10,275	54,103
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 140,263	\$ 203,919	\$ 5,126	\$ 7,179	\$ 389,122	\$ -	\$ 110,707	\$ 6,306	\$ 181,121	\$ 1,043,748

## OTHER FINANCIAL INFORMATION

### COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

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

For the Six Months Ended December 31, 2024

	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission				
OPERATING REVENUES										
Participants	\$ 8,914	\$ 15,395	\$ 2,319	\$ 1,682	\$ 32,191	\$ -	\$ 182,122	\$ 13,511	\$ 1,174	\$ 257,308
Other Third-Party	19,517	13,769	1,154	1,999	33,069	-	28,457	1,676	-	99,641
TOTAL OPERATING REVENUES	28,431	29,164	3,473	3,681	65,260	-	210,579	15,187	1,174	356,949
OPERATING EXPENSES										
Purchased power	969	1,400	209	495	1,861	-	136,591	-	-	141,525
Operations	10,594	2,505	1,986	1,049	27,596	-	3,869	7,096	-	54,695
Transmission	121	151	6	65	269	-	82,417	2	-	83,031
Depreciation & amortization	1,536	4,813	2,813	180	7,081	-	-	83	120	16,626
Maintenance	10,547	11,968	256	1,057	3,104	-	-	163	-	27,095
Administrative and general	4,249	2,867	291	524	3,890	-	-	6,005	(3,048)	14,778
Intercompany (sales) purchases, net*	(552)	182	35	71	271	-	-	(7)	-	-
TOTAL OPERATING EXPENSES	27,464	23,886	5,596	3,441	44,072	-	222,877	13,342	(2,928)	337,750
NET OPERATING REVENUES	967	5,278	(2,123)	240	21,188	-	(12,298)	1,845	4,102	19,199
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(23)	(1,949)	143	-	(6,050)	-	-	-	-	(7,879)
Interest income	3,398	1,742	92	68	1,831	-	2,490	146	5,516	15,283
Other	639	517	-	-	2,260	-	(528)	24	322	3,234
TOTAL NON OPERATING (EXPENSES) REVENUES	4,014	310	235	68	(1,959)	-	1,962	170	5,838	10,638
FUTURE RECOVERABLE AMOUNTS	677	(3,241)	2,218	-	(773)	-	-	-	-	(1,119)
REFUNDS TO PARTICIPANTS	(8)	(192)	(716)	(220)	(356)	-	(3,481)	(2,964)	(3,790)	(11,727)
INCREASE (DECREASE) IN NET POSITION	5,650	2,155	(386)	88	18,100	-	(13,817)	(949)	6,150	16,991
NET POSITION, Beginning of year	12,711	1,229	570	(485)	2,870	-	12,362	3,730	4,125	37,112
NET POSITION, Period ended	\$ 18,361	\$ 3,384	\$ 184	\$ (397)	\$ 20,970	\$ -	\$ (1,455)	\$ 2,781	\$ 10,275	\$ 54,103

\* Eliminated in Combination

**NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS**  
**AGED ACCOUNTS RECEIVABLE**  
December 31, 2024

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 2,252,047
PAST DUE:			
1 - 30	AVA Community Energy	Dec 2024 ARB	60,062
31 - 60			
61 - 90			
91 - 120	Guidehouse, Inc.	Annual Conference Sponsorship	3,000 *
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 2,315,109</u>

\* Denotes items paid/applied after December 31, 2024.

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

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

**Schedule of Disbursements  
(Unaudited)**

**For the Month of December 2024**

**Operations:**

Geothermal	\$ 1,446,712
Hydroelectric	2,591,246
CT#1 Combustion Turbines	288,331
CT#2 STIG	63,777
Lodi Energy Center	10,507,162
NCPA Operating	<u>34,986,520</u>
Total	<u>\$ 49,883,748</u>



# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** Treasurer's Report for Month Ended December 31, 2024

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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**RECOMMENDATION:**

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for December 31, 2024.

**BACKGROUND:**

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

Cash – At month end cash totaled \$2,349,471 of which approximately \$2,157 was applicable to Debt Service and \$2,347,314 to Operations and other.

The cash balance held at U.S. Bank includes outstanding checks that have not yet cleared. This cash balance is invested nightly in a fully collateralized (U.S. Government Securities) repurchase agreement.

Investments – The carrying value of NCPA's investment portfolio totaled \$355,722,717 at month end. The current market value of the portfolio totaled \$349,143,800.

The overall portfolio had a combined weighted average interest rate of 3.340% with a bond equivalent yield (yield to maturity) of 3.386%. Investments with a maturity greater than one year totaled \$173,979,000. December maturities totaled \$25,736,621 and monthly receipts totaled \$62 million. During the month \$32 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills decreased 24 basis points from 4.60% to 4.36% and rates on one-year T-Bills decreased 12 basis points from 4.35% to 4.23%.

To the best of my knowledge and belief, all securities held by NCPA as of December 31, 2024 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet cash requirements for the next six months.

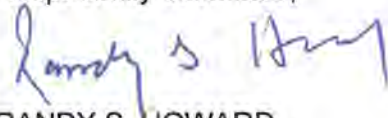
**FISCAL IMPACT:**

This report has no direct budget impact to NCPA.

**ENVIRONMENTAL ANALYSIS:**

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

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachment: Treasurer's Report December 31, 2024

# **NORTHERN CALIFORNIA POWER AGENCY**

## **TREASURER'S REPORT**

**DECEMBER 31, 2024**

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**Northern California Power Agency  
Treasurer's Report  
Cash & Investment Balance  
December 31, 2024**

	CASH	INVESTMENTS	TOTAL	PERCENT
<b>NCPA FUNDS</b>				
Operating	\$ 2,336,244	\$ 131,473,493	\$ 133,809,737	37.37%
Special Deposits	11,070	495,375	506,445	0.14%
Debt Service	2,157	18,397,646	18,399,803	5.14%
Special & Reserve	-	205,356,203	205,356,203	57.35%
	<u>\$ 2,349,471</u>	<u>\$ 355,722,717</u>	<u>\$ 358,072,188</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 349,143,800

NOTE A - Investment amounts shown at book carrying value.

**Northern California Power Agency  
Treasurer's Report  
Cash Activity Summary  
December 31, 2024**

	RECEIPTS			EXPENDITURES			CASH
		INTEREST	INVESTMENTS		INVESTMENTS	INTER-COMPANY/	INCREASE /
	OPS/CONSTR	(NOTE B)	(NOTE A)	OPS/CONSTR	(NOTE B)	FUND TRANSFERS	(DECREASE)
<b>NCPA FUNDS</b>							
Operating	\$ 56,749,484	\$ 435,351	\$ 6,947,534	\$ (28,606,187)	\$ (4,952,853)	\$ (28,756,375)	\$ 1,816,954
Special Deposits	1,977,948	1,974	-	(17,014,518)	(1,974)	15,033,465	(3,105)
Debt Service	3,187,862	3	9,386,408	(8,883,101)	(10,159,269)	3,681,693	(2,786,404)
Special & Reserve	-	482,897	9,402,679	(3,187,862)	(16,738,931)	10,041,217	-
	<u>\$ 61,915,294</u>	<u>\$ 920,225</u>	<u>\$ 25,736,621</u>	<u>\$ (57,691,668)</u>	<u>\$ (31,853,027)</u>	<u>\$ -</u>	<u>\$ (972,555)</u>

NOTE A -Investment amounts shown at book carrying value.

NOTE B -Net of accrued interest purchased on investments.

**Northern California Power Agency  
Treasurer's Report  
Investment Activity Summary  
December 31, 2024**

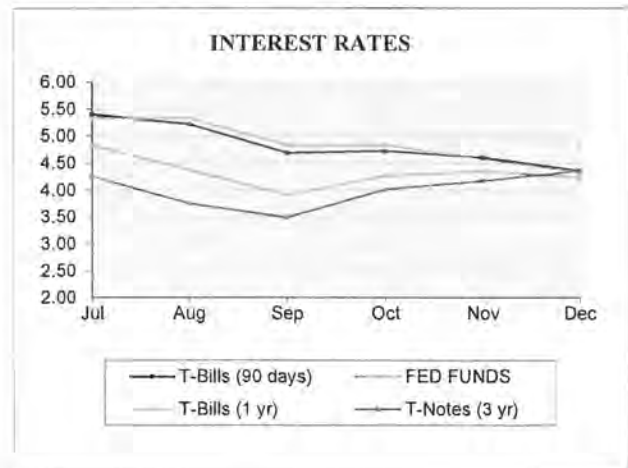
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
					TRANSFERS	INCREASE / (DECREASE)
<b>NCPA FUNDS</b>						
Operating	\$ 4,952,853	\$ (6,947,534)	\$ (69)	\$ -	\$ -	\$ (1,994,750)
Special Deposits	1,974	-	-	-	-	1,974
Debt Service	10,159,269	(9,386,408)	54,751	-	-	827,612
Special & Reserve	16,738,931	(9,402,679)	60,058	-	-	7,396,310
	<u>\$ 31,853,027</u>	<u>\$ (25,736,621)</u>	<u>\$ 114,740</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,231,146</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						(114,740)
Net Change in Investment --Before Non-Cash Activity						<u>\$ 6,116,406</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency**  
**Interest Rate/Yield Analysis**  
**November 30, 2024**

	<u>WEIGHTED AVERAGE INTEREST RATE</u>	<u>BOND EQUIVALENT YIELD</u>
<b>OVERALL COMBINED</b>	<u><u>3.340%</u></u>	<u><u>3.386%</u></u>
<b>OPERATING FUNDS:</b>	<b>3.268%</b>	<b>3.437%</b>
<b>PROJECTS:</b>		
Geothermal	2.268%	2.444%
Capital Facilities	4.870%	4.870%
Hydroelectric	3.482%	3.863%
Lodi Energy Center	3.114%	3.145%

<b>KEY INTEREST RATES</b>		
	<u>CURRENT</u>	<u>PRIOR YEAR</u>
Fed Fds (Overnight)	4.33%	5.33%
T-Bills (90da.)	4.36%	5.44%
Agency Disc (90da.)	4.30%	5.21%
T-Bills (1yr.)	4.23%	4.81%
Agency Disc (1yr.)	4.10%	4.65%
T-Notes (3yr.)	4.36%	4.01%



**Northern California Power Agency  
Total Portfolio  
Liquidity and Investment Maturities Analysis  
December 31, 2024**

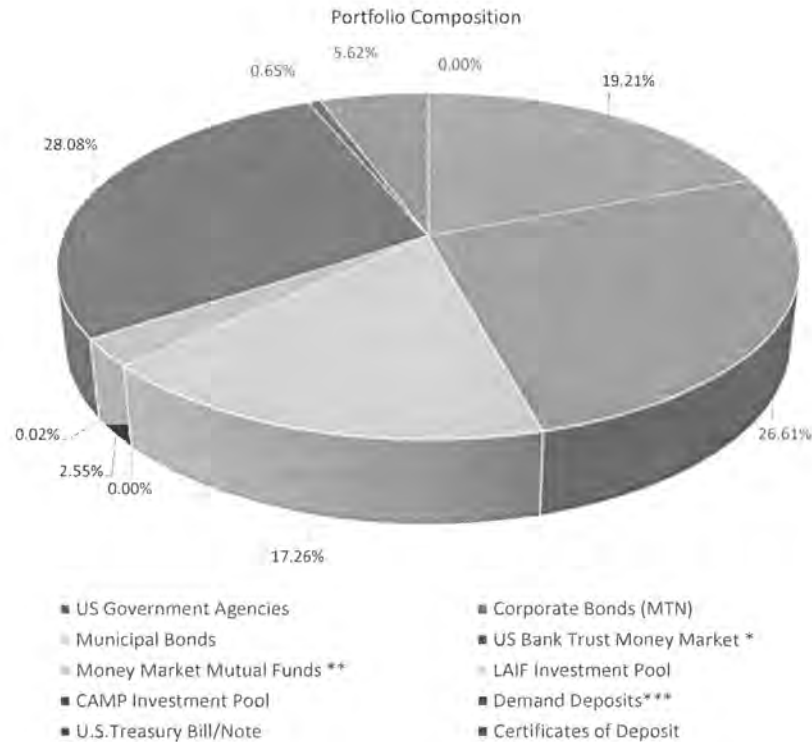
Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ 4,681	\$ 500	\$ 1,047	\$ 4,180	\$ 16,725	\$ 32,026	\$ 10,182	\$ 69,341	19.21%
Corporate Bonds (MTN)	-	2,425	3,795	5,000	5,275	79,554	-	96,049	26.61%
Municipal Bonds	-	2,000	2,695	8,915	130	45,580	2,985	62,305	17.26%
US Bank Trust Money Market *	6	-	-	-	-	-	-	6	0.00%
Money Market Mutual Funds **	9,221	-	-	-	-	-	-	9,221	2.55%
LAIF Investment Pool	55	-	-	-	-	-	-	55	0.02%
CAMP Investment Pool	101,338	-	-	-	-	-	-	101,338	28.08%
Demand Deposits***	2,336	-	-	-	-	-	-	2,336	0.65%
U.S.Treasury Bill/Note	2,998	-	13,590	-	35	3,652	-	20,275	5.62%
Certificates of Deposit	10	-	-	-	-	-	-	10	0.00%
<b>Total Dollars</b>	<b>\$ 120,645</b>	<b>\$ 4,925</b>	<b>\$ 21,127</b>	<b>\$ 18,095</b>	<b>\$ 22,165</b>	<b>\$ 160,812</b>	<b>\$ 13,167</b>	<b>\$ 360,936</b>	<b>100.00%</b>
<b>Total Percents</b>	<b>33.44%</b>	<b>1.36%</b>	<b>5.85%</b>	<b>5.01%</b>	<b>6.14%</b>	<b>44.55%</b>	<b>3.65%</b>	<b>100.00%</b>	

Investments are shown at Face Value, in thousands.

\* Uninvested debt service balances at U.S. Bank Global Trust and Custody are swept into U.S. Bank unrated money market demand deposit investment products.

\*\* Money market mutual fund investments held at U.S. Bank and U.S. Bank Global Trust and Custody are invested in short-term U.S. Treasury obligations, including repurchase agreements secured by U.S. Treasury obligations and short-term U.S. government securities, including repurchase agreements secured by U.S. government securities respectively.

\*\*\* The cash balance held at US Bank includes outstanding checks that have not yet cleared.



**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

12/31/2024

## Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	0	2.550		0		1	2.550	0	SYS70101	70101	0
First American Govt.	USBGC	91	4.520		91		1	4.520	91	SYS70014	70014	91
First American Funds	USB	9,211,000	4.438		9,211,000		1	4.438	9,211,000	SYS70102	70102	9,211,000
California Asset Mgm	CMP	46,075,405	4.870	10/19/2018	46,075,405		1	4.870	46,075,405	SYS70070	70070	46,075,405
Local Agency Investm	LAIF	54,528	4.712		54,528		1	4.712	54,528	SYS70000	70000	54,528
US Bank	USB	2,336,244	0.001		2,336,244		1	0.001	2,336,244	SYS70050	70050	2,336,244
US Bank	USB	10,000	0.050	10/07/2024	10,000	01/07/2025	6	0.050	10,000	SYS30339	30339	10,000
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	26	1.846	499,070	90331HMSB	26947	500,328
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	165	0.730	255,484	546486BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	181	0.609	480,875	592112XC5	27642	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	181	0.990	491,720	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	181	0.787	490,675	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	182	2.145	982,060	59217GEJ4	27375	994,229
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	212	0.992	980,420	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	321	0.542	966,390	3135GA4P3	27137	1,000,933
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	355	0.825	239,525	48128GY53	27138	250,000
U.S. Treasury	USBGC	35,600	3.900	12/31/2024	33,635	12/26/2025	359	4.073	33,618	912797NU7	27907	33,639
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	384	0.699	474,495	89238THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	420	0.500	359,036	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	2.500	02/28/2022	1,000,000	02/27/2026	422	2.248	979,670	3130AQZV8	27366	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	98,129	02/28/2026	423	4.200	100,255	17275RBC5	27480	100,632
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	432	0.800	1,054,889	3133EMSU7	27209	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	499	1.079	477,820	91324PEC2	27230	500,467
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	512	1.250	1,614,711	06048WM31	27225	1,700,000
Met Govt Nashville &	USBGC	250,000	1.181	10/14/2021	250,000	07/01/2026	546	1.181	238,855	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	546	1.201	238,890	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	561	1.050	475,075	57629WDE7	27247	501,123
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	591	1.272	95,127	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	593	0.875	473,300	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	593	1.150	941,590	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	602	1.250	698,010	06048WN22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	621	1.227	473,210	14913R2Q9	27288	499,365
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	621	1.225	482,145	24422EV82	27294	508,435
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	635	0.900	594,273	3130ANXS4	27276	630,000
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	635	1.635	1,406,775	75951AAQ1	27292	1,496,900
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	638	1.260	484,290	70450YAD5	27293	511,745
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	662	1.567	1,444,999	872898AA9	27330	1,529,836
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	677	1.475	1,805,765	74460DAG4	27336	1,910,836
Federal Home Loan Ba	USBGC	50,000	2.000	12/29/2021	50,000	12/29/2026	727	1.509	47,749	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	2.000	01/28/2022	3,000,000	01/28/2027	757	1.700	2,861,760	3130AQN66	27364	3,000,000



## Treasurer's Report

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## Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBGC	455,000	4.700	03/17/2023	452,498	06/30/2027	910	4.841	454,827	3130ASH44	27559	453,542
Meta Platforms Inc.	USBGC	526,000	3.500	11/21/2022	494,240	08/15/2027	956	4.944	514,207	30303M8B1	27483	508,405
Amazon.com Inc.	USBGC	600,000	3.150	09/21/2022	573,894	08/22/2027	993	4.136	579,312	023135BC9	27455	585,981
Comcast Corp	USBGC	1,000,000	7.125	06/08/2023	1,098,290	02/15/2028	1,140	4.757	1,087,260	872287AL1	27597	1,065,488
American Honda Finan	USBGC	1,000,000	2.000	06/08/2023	887,330	03/24/2028	1,178	4.648	914,590	02665WDW8	27598	924,082
Mercedes-Benz Fin, N	USBGC	750,000	4.800	04/14/2023	755,445	03/30/2028	1,184	4.634	744,683	58769JAG2	27572	753,564
Bank of NY Mellon Co.	USBGC	500,000	3.850	10/30/2024	492,520	04/28/2028	1,213	4.315	487,745	06406RAH0	27828	492,883
Meta Platforms Inc.	USBGC	500,000	4.600	07/03/2023	496,500	05/15/2028	1,230	4.761	500,640	30303M8L9	27614	497,575
Honeywell Internatio	USBGC	500,000	6.625	10/30/2024	537,595	06/15/2028	1,281	4.358	528,110	438506AS6	27831	535,838
Federal Home Loan Ba	USBGC	1,000,000	4.800	06/23/2023	1,000,000	06/23/2028	1,289	4.800	997,790	3130AWE55	27606	1,000,000
Pacific Life GF	USBGC	300,000	5.500	03/06/2024	306,381	07/18/2028	1,294	4.950	305,211	6944PL2U2	27742	305,184
Guardian Life	USBGC	500,000	1.625	10/30/2024	449,285	09/16/2028	1,354	4.504	445,815	40139LBE2	27830	451,501
John Deere Capital C	USBGC	500,000	4.500	02/08/2024	500,335	01/16/2029	1,476	4.483	495,475	24422EXH7	27731	500,274
John Deere Capital C	USBGC	285,000	4.500	08/29/2024	290,104	01/16/2029	1,476	4.048	282,421	24422EXH7	27807	289,709
Bristol-Myers Squibb	USBGC	500,000	4.900	11/22/2024	506,910	02/22/2029	1,513	4.537	502,430	110122EF1	27863	506,734
MassMutual Global Fu	USBGC	500,000	5.150	10/30/2024	514,295	05/30/2029	1,610	4.452	506,560	57629W4T4	27832	513,767
MassMutual Global Fu	USBGC	500,000	5.150	11/22/2024	512,285	05/30/2029	1,610	4.542	506,560	57629W4T4	27864	511,991
John Deere Capital C	USBGC	500,000	4.850	07/16/2024	503,965	06/11/2029	1,622	4.666	501,840	24422EXT1	27786	503,594
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,623	4.614	503,050	74368CBY9	27833	511,882
John Deere Capital C	USBGC	500,000	2.800	08/01/2024	463,890	07/18/2029	1,659	4.436	460,760	24422EUY3	27792	466,921
Toyota Motor Credit	USBGC	500,000	4.550	10/30/2024	495,880	08/09/2029	1,681	4.554	493,885	89236T MK8	27834	499,884
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	08/28/2029	1,700	4.556	493,340	6944PL3C1	27842	498,804
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,729	4.620	483,805	69371RT48	27837	491,789
John Deere Capital C	USBGC	500,000	4.850	10/30/2024	508,480	10/11/2029	1,744	4.463	503,640	24422EWN5	27829	508,190
New York Life Global	USBGC	500,000	4.600	12/05/2024	503,565	12/05/2029	1,799	4.439	496,365	64952WFK4	27884	503,514
Fund Total and Average		\$ 95,890,268	3.778		\$ 95,876,368		330	3.768	\$ 94,712,815			\$ 95,871,832

## MPP GHG Auction Acct

California Asset Mgm	CMP	983,781	4.870	09/13/2022	983,781		1	4.870	983,781	SYS70076	70076	983,781
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70045	70045	0
Fund Total and Average		\$ 983,781	4.870		\$ 983,781		1	4.870	\$ 983,781			\$ 983,781

## MPP Security Deposit Acct

California Asset Mgm	CMP	495,375	4.870	10/28/2022	495,375		1	4.870	495,375	SYS70078	70078	495,375
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70048	70048	0
Fund Total and Average		\$ 495,375	4.870		\$ 495,375		1	4.870	\$ 495,375			\$ 495,375

## SCPA Balancing Account



Northern California Power Agency  
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SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
First American Govt.	USBGC	0	4.520		0		1	4.520	0	SYS70023	70023	0
California Asset Mgm	CMP	16,115,353	4.870	05/27/2022	16,115,353		1	4.870	16,115,353	SYS70072	70072	16,115,353
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70022	70022	0
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	90	0.600	497,965	586145F74	27113	502,893
State of Wisconsin	USBGC	105,000	0.650	01/30/2023	105,000	05/01/2025	120	0.649	103,671	97705MZH1	27539	105,000
State of Wisconsin	USBGC	295,000	0.650	01/30/2023	295,000	05/01/2025	120	0.649	291,192	97705MZR9	27540	295,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	151	0.952	493,165	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	181	0.932	491,515	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	181	0.609	490,875	592112XC5	27643	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	271	0.530	1,999,315	3133EMBJ0	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	271	0.530	1,993,174	3133EMBH4	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	403	0.699	480,440	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	407	0.530	479,585	3130AKWA0	27164	499,944
JP Morgan	USBGC	1,000,000	0.900	02/17/2021	1,000,000	02/17/2026	412	0.710	962,401	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	420	0.500	119,679	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	421	0.630	959,140	3130ALBB4	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	432	0.800	1,582,334	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	540	1.199	471,095	0604BWM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	561	1.050	475,075	57629WDE7	27248	501,123
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	602	1.250	46,534	0604BWNJ22	27256	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	662	1.567	189,508	872888AA9	27331	200,634
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	677	1.569	260,136	74460DAG4	27311	274,662
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	677	1.475	236,486	74460DAG4	27337	250,109
Federal Home Loan Ba	USBGC	100,000	2.000	12/29/2021	100,000	12/29/2026	727	1.509	95,498	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	740	1.731	496,498	24422EWA3	27362	524,684
Federal Home Loan Ba	USBGC	300,000	2.000	01/28/2022	300,000	01/28/2027	757	1.691	286,176	3130AQN68	27365	300,000
Federal Home Loan Ba	USBGC	500,000	4.000	04/29/2022	500,000	04/29/2027	848	4.219	497,660	3130ARR52	27389	500,000
State of Oregon	USBGC	500,000	4.112	03/23/2023	500,000	05/01/2027	850	4.110	496,705	68609UBF1	27560	500,000
Alameda County	USBGC	130,000	3.460	08/24/2022	130,000	08/01/2027	942	3.509	127,257	010878BF2	27440	130,000
Desert Community Col	USBGC	300,000	1.823	06/16/2023	267,654	08/01/2027	942	4.730	281,205	250375LS9	27602	279,743
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370,000	08/25/2027	966	4.200	367,347	3130ASVC0	27441	370,000
Blackstone Holdings	USBGC	1,000,000	5.900	02/03/2023	1,047,880	11/03/2027	1,036	4.759	1,028,720	09261BAJ9	27541	1,028,616
Mercedes-Benz Fin, N	USBGC	300,000	3.750	06/26/2023	284,544	02/22/2028	1,147	5.003	289,065	233851DF8	27607	289,570
Mercedes-Benz Fin, N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,184	4.634	124,114	58768JAG2	27573	125,594
John Deere Capital C	USBGC	525,000	4.500	03/06/2024	522,113	01/16/2029	1,476	4.526	520,249	24422EXH7	27743	522,599
Air Products & Chemi	USBGC	500,000	4.600	08/01/2024	504,600	02/08/2029	1,499	4.373	497,840	009158BH8	27793	504,176
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,623	4.614	503,050	74366CBY9	27835	511,882
Applied Materials In	USBGC	500,000	4.800	08/01/2024	509,280	06/15/2029	1,626	4.371	501,650	038222AS4	27795	508,486
John Deere Capital C	USBGC	500,000	2.800	08/01/2024	463,890	07/18/2029	1,658	4.436	460,760	24422EUY3	27794	465,921
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	09/28/2029	1,700	4.556	493,340	6944PL3C1	27843	498,604
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,729	4.620	483,605	69371RT48	27838	491,789
Fund Total and Average		\$ 36,835,353	3.282		\$ 36,867,884		381	3.257	\$ 36,279,194			\$ 36,817,582



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General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
General Operating Reserve												
First American Govt.	USBGC	0	4.520		0		1	4.520	0	SYS70019	70019	0
California Asset Mgm	CMP	25,847,085	4.870	12/14/2018	25,847,085		1	4.870	25,847,085	SYS70071	70071	25,847,085
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70000	70002	0
US Bank	USB	0	0.000	07/01/2024	0		1	0.000	0	SYS70051	70051	0
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	26	1.846	499,070	90331HMS9	26951	500,328
W W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	45	1.181	497,875	384802AE4	27000	500,408
W W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	45	1.217	497,875	384802AE4	27005	500,374
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	90	0.600	497,985	586145F74	27114	502,893
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/28/2020	1,016,450	04/01/2025	90	1.038	992,840	899559QD3	27006	1,000,848
City of Huntsville A	USBGC	515,000	2.750	11/09/2020	560,351	05/01/2025	120	0.750	512,281	447025A56	27112	518,370
Honeywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	151	0.866	986,980	438516CB0	27008	1,001,966
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	151	1.299	416,720	471376FJ7	27011	421,974
Precision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	165	1.033	1,491,375	740189AM7	27017	1,515,381
JP Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	173	1.050	734,393	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	181	0.845	491,515	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	181	0.774	490,675	977123X78	27042	500,000
Mel Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	182	2.145	3,928,240	59217GEJ4	27376	3,976,914
East Side Union High	USBGC	815,000	0.940	10/26/2020	815,000	08/01/2025	212	0.940	799,042	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	229	0.600	976,950	3136G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	259	0.570	974,180	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	271	0.530	1,944,560	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	271	0.530	1,673,164	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	271	0.520	971,730	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	299	0.540	484,860	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	1.000	11/25/2020	1,000,000	11/25/2025	328	0.798	963,110	06048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	334	0.560	483,360	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	343	1.060	1,468,183	40139LBC6	27223	1,517,416
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	355	0.825	236,625	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	363	0.589	482,275	3135G06Q1	27141	500,199
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/09/2026	403	0.699	480,440	037833EB2	27169	500,000
JP Morgan	USBGC	1,000,000	0.900	02/17/2021	1,000,000	02/17/2026	412	0.710	962,401	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	434	1.054	602,698	808513BF1	27220	628,872
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	439	0.841	959,060	3130ALEL4	27203	999,393
Federal Home Loan Ba	USBGC	170,625	1.000	09/23/2023	170,625	03/23/2026	446	1.000	163,856	3130ALGJ7	27657	170,625
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	453	1.010	960,330	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	455	1.119	480,650	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	475	1.084	481,560	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	499	1.079	525,602	91324PEC2	27232	550,513
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	512	1.250	1,052,412	06048VWM31	27226	1,108,000



## Treasurer's Report

12/31/2024

## General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2028	540	1.199	1,177,738	06048WM64	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	546	1.590	355,167	65000BGU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	561	1.050	950,150	57629WDE7	27249	1,002,246
Horné Dapöt Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2026	622	3.000	399,259	437076BN1	27387	409,238
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	650	1.235	94,635	24422EVM6	27297	100,112
Nationwide Bldg Soci	USBGC	2,035,000	1.500	06/16/2022	1,792,286	10/13/2026	650	4.569	1,925,721	63859UBH5	27420	1,934,921
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	562	1.567	805,409	87289AA9	27333	852,696
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	677	1.490	1,499,331	74460DAG4	27308	1,585,277
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	677	1.569	345,272	74460DAG4	27312	364,552
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	677	1.475	1,006,491	74460DAG4	27339	1,064,466
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	698	1.500	1,110,533	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	2.000	12/29/2021	150,000	12/29/2026	727	1.509	143,247	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	740	1.731	414,217	24422EWA3	27363	437,737
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	757	3.375	489,820	3130ARP62	27398	500,000
Amazon.com Inc	USBGC	1,030,000	3.300	06/16/2022	993,208	04/13/2027	832	4.123	1,005,239	023135CF1	27419	1,012,589
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	841	3.628	1,738,636	87289AF8	27404	1,770,128
Qualcomm Inc	USBGC	1,036,000	3.250	06/16/2022	995,059	05/20/2027	869	4.122	1,005,651	747525AU7	27421	1,016,660
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	895	3.631	489,960	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	956	4.844	263,947	30303M8B1	27484	260,969
Amazon.com Inc	USBGC	75,000	3.150	09/21/2022	71,737	08/22/2027	963	4.136	72,414	023135BC9	27457	73,248
Federal Farm Credit	USBGC	1,000,000	4.750	10/13/2023	1,000,000	10/13/2027	1,015	4.750	1,011,270	3133EPM1	27659	1,000,000
NJ Turnpike Authorit	USBGC	1,000,000	1.483	11/04/2024	920,080	01/01/2028	1,095	4.211	914,920	646140DR1	27849	924,087
N. Texas Tollway Aut	USBGC	500,000	1.727	08/01/2024	460,490	01/01/2028	1,095	4.235	461,100	66285VWB88	27797	465,308
California State Gen	USBGC	900,000	1.700	10/12/2023	787,473	02/01/2028	1,126	4.952	829,026	13063DC48	27658	819,364
City of Houston TX	USBGC	230,000	1.436	11/30/2023	199,849	03/01/2028	1,155	4.886	209,468	4423317B4	27677	207,549
Lenape NJ Regional H	USBGC	590,000	1.815	09/18/2023	519,230	03/15/2028	1,169	4.816	540,924	525876VS3	27641	539,493
NYC Transitional F	USBGC	2,315,000	4.600	09/14/2023	2,284,326	05/01/2028	1,216	4.922	2,312,940	64971X7J1	27639	2,292,919
Washington Co. School	USBGC	500,000	1.593	11/22/2024	453,530	06/15/2028	1,251	4.441	454,790	938429V95	27871	454,943
Covina Valley Unifi	USBGC	265,000	2.340	01/19/2024	243,270	08/01/2028	1,308	4.352	245,793	223093VR3	27704	247,824
Los Angeles CCD	USBGC	600,000	1.606	02/08/2024	542,820	08/01/2028	1,308	3.947	551,148	54438CYM8	27727	554,270
Jefferson CA School	USBGC	565,000	1.450	11/22/2024	506,845	09/01/2028	1,339	4.441	508,037	472412SN6	27872	508,513
Chicago Transit Auth	USBGC	600,000	2.952	02/08/2024	563,718	12/01/2028	1,430	4.357	563,868	16772PCP9	27729	570,480
State of Illinois	USBGC	500,000	5.250	02/09/2024	514,705	12/01/2028	1,430	4.561	504,500	452153GY9	27728	511,964
Texas Public Financi	USBGC	600,000	1.430	08/01/2024	530,866	02/01/2029	1,492	4.271	529,585	882669BX1	27798	537,269
California State Gen	USEGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,520	4.602	509,260	13063D3P1	27767	509,187
State University of	USBGC	500,000	3.159	11/21/2024	477,750	03/15/2029	1,534	4.298	472,645	64990FY65	27859	478,323
County of Johnston	USBGC	355,000	1.790	12/30/2024	316,955	04/01/2029	1,551	4.592	317,107	479354EL2	27900	316,980
Oregon State General	USBGC	500,000	4.980	11/21/2024	512,305	04/01/2029	1,551	4.352	507,175	68608WBA9	27860	511,992
Texas A & M Universi	USBGC	500,000	3.381	11/21/2024	481,175	05/15/2029	1,595	4.313	477,520	88213AHR9	27861	481,642
Oregon State General	USBGC	500,000	1.673	11/04/2024	440,825	06/30/2029	1,641	4.520	438,270	68583RDD1	27851	442,838
City of El Segundo C	USBGC	1,000,000	1.977	11/21/2024	897,300	07/01/2029	1,642	4.465	893,160	284035AH5	27856	899,775
University of Califo	USBGC	500,000	3.349	11/01/2024	479,435	07/01/2029	1,642	4.330	474,140	91412HFG3	27846	480,169

## General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
University of Califo	USBGC	500,000	3.349	11/21/2024	480,900	07/01/2029	1,642	4.289	474,140	91412HFG3	27862	481,360
Atascadero Unified S	USBGC	400,000	1.701	08/06/2024	360,472	08/01/2029	1,673	3.901	351,160	046558EY4	27801	363,665
California State Gen	USBGC	500,000	4.500	11/05/2024	505,100	08/01/2029	1,673	4.261	499,075	13063EGT7	27853	504,833
City of Commerce CA	USBGC	400,000	1.859	08/02/2024	353,988	08/01/2029	1,673	4.451	352,372	20056XAF5	27800	357,799
Fresno CA School Dis	USBGC	500,000	0.000	11/22/2024	404,890	08/01/2029	1,673	4.936	402,405	3582325T9	27874	407,111
Mt. San Antonio CA C	USBGC	500,000	3.000	08/01/2024	473,305	08/01/2029	1,673	4.194	467,790	623040MD1	27769	475,530
San Diego Community	USBGC	500,000	1.883	12/16/2024	451,470	08/01/2029	1,673	4.214	445,520	797272RR4	27892	451,907
SF BART District	USBGC	595,000	2.622	11/22/2024	550,137	08/01/2029	1,673	4.418	547,703	797661XAB	27875	551,173
Yosemite Community C	USBGC	1,000,000	2.350	11/21/2024	916,600	08/01/2029	1,673	4.326	908,220	987388GZ2	27858	918,769
Yosemite Community C	USBGC	500,000	2.350	12/13/2024	459,400	08/01/2029	1,673	4.301	454,110	987388GZ2	27890	459,838
Yosemite Community C	USBGC	500,000	2.350	12/16/2024	460,930	08/01/2029	1,673	4.227	454,110	987388GZ2	27893	461,282
California State Gen	USBGC	500,000	5.125	11/01/2024	518,905	09/01/2029	1,704	4.249	511,880	13063EBP0	27844	518,253
California State Gen	USBGC	500,000	5.125	11/22/2024	515,030	09/01/2029	1,704	4.418	511,880	13063EBP0	27873	514,689
Corona-Norco Unified	USBGC	1,000,000	1.956	11/21/2024	895,490	09/01/2029	1,704	4.404	980,760	21976THM7	27855	897,920
Glendale Unified Sch	USBGC	1,000,000	1.480	11/21/2024	878,320	09/01/2029	1,704	4.325	872,950	378460A90	27857	881,150
State of North Dakot	USBGC	500,000	2.130	12/16/2024	453,665	12/01/2029	1,795	4.220	447,320	65887PWG6	27891	454,054
Fund Total and Average		\$ 96,712,710	2.724		\$ 95,010,965		553	3.149	\$ 93,616,844			\$ 95,113,730
GRAND TOTALS:		\$ 230,917,487	3.268		\$ 229,234,373		429	3.437	\$ 226,088,009			\$ 229,282,300

\*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 12/31/2024

## Callable Dates:

Inv #	Inv #	Inv #
26647 USBANK Anytime	27141 FNMA Quarterly	27313 JPM Quarterly
26951 USBANK Anytime	27149 TOY 1/20/2025 and 7/20/2025	27329 NYSHGR Anytime
27024 JPM Quarterly	27157 FNMA Anytime	27398 FHLB Quarterly
27041 WISTRN Anytime	27165 TOY Anytime starting 1/8/2026	27399 FHLB Quarterly
27042 WISTRN Anytime	27173 FNMA Anytime starting 1/8/2026	27423 CTS Anytime
27055 FNMA Quarterly	27181 TOY Quarterly	27440 ALA Anytime
27058 PHOGEN Anytime	27189 FNMA Quarterly	27441 FHLB Quarterly
27071 FAMC Semi-annually	27197 TOY Anytime	27559 FHLB Quarterly
27077 FFCB Anytime	27205 FNMA Quarterly	27500 ORS Anytime
27078 FFCB Anytime	27213 TOY Anytime	27606 FHLB Anytime starting 6/23/2025
27079 FFCB Anytime	27221 FNMA Anytime	27639 NYCGEN Anytime
27080 FFCB Anytime	27203 FHLB Quarterly	27657 FHLB Monthly
27081 FHLB Anytime	27213 FHLB Quarterly	27727 LOSHGR Anytime
27104 FHLMC Annually	27216 ORSGEN Anytime	27728 CHITRN Anytime
27110 CASMED Anytime	27225 BAC Semi-annually	27767 CAS Anytime
27113 MEMGEN Anytime	27226 BAC Semi-annually	27834 TOYOTA Make Whole
27114 MEMGEN Anytime	27227 BAC Semi-annually	27846 UNVHGR Make Whole
27124 FFCB Anytime	27228 BAC Semi-annually	27856 ESGGEN Make Whole
27125 BALGEN Anytime	27251 JPM Annually	27859 NYSHGR Make Whole
27128 BALGEN Anytime	27252 FHLB Quarterly	27860 ORSHGR Make Whole
27137 FNMA Annually	27255 BAC Semi-annually	27851 TAMHGR Make Whole
27138 JPM Quarterly	27256 BAC Semi-annually	27862 UNVHGR Make Whole
27139 JPM Quarterly	27275 FHLB Quarterly	27863 BMY Make Whole



Northern California Power Agency  
Treasurer's Report  
12/31/2024

Geothermal Special Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
First American Govt.	USBGC	5,000	4.520		5,000		1	4.520	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	310	0.480	1,448,311	3135G06G3	27167	1,495,503
Fund Total and Average		\$ 1,500,000	0.513		\$ 1,502,796		309	0.474	\$ 1,453,311			\$ 1,500,503

Geo Decommissioning Reserve

First American Govt.	USBGC	0	4.520		0		1	4.520	0	SYS70034	70034	0
California Asset Mgmt	CMP	2,690,859	4.870	09/01/2022	2,690,859		1	4.870	2,690,859	SYS70074	70074	2,690,859
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70027	70027	0
W W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	45	1.181	423,194	384802AE4	27002	425,347
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	151	0.952	493,165	13032UXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	181	1.372	738,788	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	181	0.609	490,875	592112XC5	27644	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	212	0.940	980,420	275282PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	343	1.090	487,785	40139LBC6	27224	504,141
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	403	0.700	980,880	037833EB2	27162	1,000,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	484	1.200	476,045	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	540	1.199	706,643	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	602	1.250	46,534	06048WN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,807	09/11/2026	618	1.629	1,822,819	037833DN7	27361	1,907,936
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	621	1.227	141,963	14913R2Q9	27289	149,809
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	662	1.567	1,302,868	872898AA9	27334	1,379,361
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	677	1.490	723,852	74480DAG4	27308	765,134
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	677	1.475	1,628,926	74480DAG4	27340	1,722,753
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	850	3.862	739,650	64968QC99	27405	750,000
Federal Home Loan Ba	USBGC	200,000	4.700	03/17/2023	198,900	06/30/2027	910	4.841	199,836	3130ASH44	27558	199,359
LA Dept. Water & Pow	USBGC	500,000	5.516	08/01/2023	513,735	07/01/2027	911	4.738	512,360	544485VX9	27626	508,787
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,389,024	09/09/2027	981	4.125	1,386,266	931142EX7	27458	1,394,058
Bay Area CA Wtr Supp	USBGC	200,000	3.365	08/15/2023	190,204	10/01/2027	1,003	4.682	193,600	072031AP2	27627	193,474
Federal Farm Credit	USBGC	150,000	4.750	10/13/2023	150,000	10/13/2027	1,015	4.750	151,891	3133EPPM1	27660	150,000
Comcast Corp	USBGC	320,000	7.125	06/08/2023	351,606	02/15/2028	1,140	4.747	341,523	872287AL1	27599	341,058
American Honda Finan	USBGC	375,000	3.500	06/20/2023	357,113	02/15/2028	1,140	4.650	360,694	02665WCE9	27604	362,997
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,184	4.634	124,114	58769JAG2	27574	125,594
Yosemite Community C	USBGC	500,000	2.210	11/26/2024	466,315	08/01/2028	1,308	4.204	462,415	987388GY5	27877	467,205
City of Manhattan Be	USBGC	235,000	2.021	11/30/2023	201,787	01/01/2029	1,461	5.220	213,112	562784AJ7	27678	208,880
East Side Union High	USBGC	275,000	1.927	09/05/2024	251,853	06/01/2029	1,673	3.824	243,433	275282PW5	27808	253,374
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	1,885	2.078	513,162	64966QUX6	27219	583,950
California State Uni	USBGC	210,000	1.740	11/18/2022	167,082	11/01/2030	2,130	4.870	177,521	13077DMR0	27482	178,520
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,231	1.380	858,840	3130AKX76	27163	1,000,000
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	2,238	1.460	801,190	31422XAU6	27177	972,000

## Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	2,239	1.482	494,562	31422XAU6	27246	599,230
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	06/20/2031	2,361	3.439	1,415,539	3130ANUL2	27439	1,540,919
West Hartford CT	USBGC	330,000	1.844	01/12/2023	270,273	07/01/2031	2,372	4.430	276,669	953107AK5	27512	284,162
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	2,400	1.704	1,659,280	3130AN7G9	27245	2,004,236
Mann Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	2,403	1.565	415,000	56781RKZ9	27272	504,404
Oceanside Unified Sc	USBGC	310,000	1.900	01/12/2023	247,916	08/01/2031	2,403	4.780	258,562	675383TR4	27513	262,212
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	2,417	2.134	325,541	088518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	2,417	2.134	208,363	088518NH4	27275	250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	2,525	5.110	81,522	16772PCS3	27485	81,073
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	2,560	2.044	2,052,525	3133ENJZ4	27360	2,461,375
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	2,673	4.181	917,007	31422XXY3	27403	971,402
California State Gen	USBGC	325,000	5.700	08/31/2023	344,500	10/01/2032	2,830	4.873	340,746	13063D2Z0	27637	341,638
Federal Home Loan Ba	USBGC	435,000	4.500	09/13/2023	428,258	09/09/2033	3,173	4.695	425,195	3130AWV23	27638	429,135
Fund Total and Average		\$ 32,774,859	2.350		\$ 32,318,986		1300	2.536	\$ 30,245,314			\$ 32,399,362
GRAND TOTALS:		\$ 34,274,859	2.268		\$ 33,821,782		1256	2.444	\$ 31,698,625			\$ 33,899,865

\*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 12/31/2024

## Callable Dates:

Inv #

27111	CASMED	Anytime
27162	APPL	Anytime starting 1/8/2026
27163	FHLB	Quarterly
27177	FAMCA	Semi-annually
27218	JPM	Annually
27219	NYC	Anytime
27229	BAC	Semi-annually
27245	FHLB	Anytime
27246	FAMCA	Semi-annually
27258	BAC	Semi-annually
27403	FAMCA	Quarterly
27405	NYC	Anytime
27439	FHLB	Monthly
27482	CASHGR	Anytime
27485	CHITRN	Anytime
27626	LOSUTL	Anytime
27627	BAYUTL	Anytime
27678	MNBGEN	Anytime



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CT2 Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California Asset Mgm	CMP	1,162,857	4.870	07/25/2024	1,162,857		1	4.870	1,162,857	SYS70079	70079	1,162,857
Fund Total and Average		\$ 1,162,857	4.870		\$ 1,162,857		1	4.870	\$ 1,162,857			\$ 1,162,857
GRAND TOTALS:		\$ 1,162,857	4.870		\$ 1,162,857		1	4.870	\$ 1,162,857			\$ 1,162,857

\*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 12/31/2024



Northern California Power Agency  
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Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
First American Govt.	USBGC	0	4.520		0		1	4.520	0	SYS70031	70031	0
California Asset Mgm	CMP	2,581,679	4.870	09/01/2022	2,581,679		1	4.870	2,581,679	SYS70073	70073	2,581,679
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70028	70028	0
Federal Home Loan Ba	USBGC	500,000	4.625	04/03/2023	502,995	03/14/2025	72	4.296	500,300	3130AUZC1	27571	500,312
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	113	0.839	539,719	08406RAN7	27221	545,276
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	138	0.675	493,195	31422BA26	27004	500,000
State of Maine	USBGC	100,000	5.000	06/22/2023	100,413	06/01/2025	151	4.773	100,264	56052AH90	27605	100,089
Met Govt Nashville &	USBGC	100,000	1.031	11/30/2023	94,007	07/01/2025	181	5.007	98,341	592098X69	27679	98,111
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	212	1.229	245,698	582080GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	226	1.950	499,780	283734TC5	27131	507,089
Federal Home Loan Ba	USBGC	180,000	4.875	08/01/2023	179,882	09/12/2025	254	4.904	180,695	3130AWS92	27625	179,951
California Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	273	0.765	126,692	13034AL65	27132	130,000
Toyota Motor Credit	USBGC	250,000	5.400	06/26/2023	252,413	11/10/2025	313	4.960	251,998	59236TKK0	27608	250,873
Bank of America Corp	USBGC	1,000,000	1.000	11/25/2020	1,000,000	11/25/2025	328	0.798	963,110	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	343	0.615	483,455	3135G08J7	27136	500,161
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	355	0.825	479,250	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/08/2021	501,550	12/30/2025	383	0.576	482,275	3135G08Q1	27148	500,310
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	407	0.530	479,585	3130AKWA0	27165	499,944
Merck & Co Inc.	USBGC	550,000	0.750	01/30/2023	495,534	02/24/2026	419	4.226	527,406	58933YAY1	27526	529,624
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	420	0.500	478,715	3130AKXX9	27181	500,000
Cisco Systems Inc.	USBGC	35,000	2.950	11/18/2022	33,672	02/28/2026	423	4.200	34,401	17275RBC5	27481	34,531
Federal Farm Credit	USBGC	200,000	4.500	05/02/2023	202,660	03/02/2026	425	3.996	200,620	3133EPCF0	27587	201,098
Mercedes-Benz Fin, N	USBGC	400,000	1.450	05/04/2023	369,058	03/02/2026	425	4.386	385,108	233851EC4	27588	387,208
Nestle Holdings Inc	USBGC	200,000	5.250	06/16/2023	202,680	03/13/2026	436	4.720	201,702	641062BK9	27603	201,173
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	475	1.090	481,560	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	499	1.082	477,820	91324PEC2	27231	500,467
Arizona State Univer	USBGC	250,000	4.388	05/10/2023	250,000	07/01/2026	546	4.385	250,148	040664HH0	27589	250,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	593	0.875	473,300	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	600	0.967	474,370	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	602	1.250	46,534	06048WN22	27257	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	662	1.567	189,508	872898AA9	27332	200,634
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	677	1.475	236,488	74460DAG4	27338	250,109
Federal Home Loan Ba	USBGC	500,000	2.000	12/29/2021	500,000	12/29/2026	727	1.509	477,490	3130AQER0	27344	500,000
State of Connecticut	USBGC	500,000	3.332	11/01/2024	490,490	04/15/2027	834	4.154	487,575	20772KGR4	27848	491,135
Los Angeles Unified	USBGC	500,000	5.991	10/31/2024	516,460	05/01/2027	850	4.405	514,835	544646A89	27839	517,229
Florida State Board	USBGC	525,000	1.705	02/07/2024	477,486	07/01/2027	911	4.610	486,733	341271AE4	27725	490,064
Protective Life Glob	USBGC	550,000	4.714	02/09/2024	546,763	07/06/2027	916	4.784	549,313	74368CBP8	27732	549,087
Riverside Comm Colle	USBGC	500,000	1.399	12/24/2024	462,715	08/01/2027	942	4.465	464,135	76886PJQ7	27899	482,994
San Bernardino City	USBGC	525,000	1.641	02/07/2024	479,068	08/01/2027	942	4.376	488,596	796711H36	27722	480,935
Amazon.com Inc	USBGC	150,000	3.150	08/21/2022	143,474	08/22/2027	963	4.136	144,828	023135BC9	27456	146,495



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## Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBGC	400,000	4.200	08/25/2022	400,000	08/25/2027	966	4.200	397,132	3130ASVC0	27442	400,000
Caterpillar Financia	USBGC	570,000	1.100	01/19/2024	509,495	09/14/2027	986	4.268	523,095	14913R2G1	27705	525,231
Caterpillar Financia	USBGC	500,000	1.100	02/07/2024	445,150	09/14/2027	986	4.427	458,855	14913R2G1	27724	458,852
State of Hawaii	USBGC	500,000	4.838	02/07/2024	510,555	10/01/2027	1,003	4.206	505,750	419792J64	27726	507,952
Bristol-Myers Squibb	USBGC	500,000	1.125	02/07/2024	443,475	11/13/2027	1,046	4.415	455,320	110122DP0	27723	456,981
Caterpillar Financia	USBGC	500,000	4.600	12/24/2024	501,165	11/15/2027	1,048	4.511	500,270	14913UAS9	27896	501,157
Federal Agricultural	USBGC	1,000,000	4.250	11/22/2024	1,001,500	11/18/2027	1,051	4.195	998,110	31424WRD6	27869	1,001,446
Federal National Mtg	USBGC	500,000	4.550	11/26/2024	500,750	11/18/2027	1,051	4.495	500,505	3135GAZ61	27876	500,726
Amazon.com Inc	USBGC	500,000	4.550	01/19/2024	505,910	12/01/2027	1,054	4.214	503,005	023136CP9	27706	504,458
NJ Turnpike Authorit	USBGC	1,000,000	1.483	11/04/2024	920,080	01/01/2028	1,095	4.211	914,920	646140DR1	27850	924,087
N. Texas Tollway Aut	USBGC	800,000	1.727	06/18/2024	727,928	01/01/2028	1,095	4.511	737,760	66285WB88	27777	738,855
N. Texas Tollway Aut	UBOC	500,000	1.727	08/01/2024	460,490	01/01/2028	1,095	4.235	461,100	66285WB88	27796	465,308
Oklahoma St Turnpike	USBGC	535,000	1.572	11/04/2024	493,211	01/01/2028	1,095	4.239	491,087	679111ZV9	27852	495,306
Comcast Corp	USBGC	500,000	7.125	01/30/2024	541,450	02/15/2028	1,140	4.841	533,630	872287AL1	27716	532,020
Mercedes-Benz Fin. N	USBGC	550,000	3.750	12/16/2024	534,848	02/22/2028	1,147	4.690	529,953	233851DF8	27894	535,046
San Francisco Comm C	USBGC	500,000	1.819	10/31/2024	459,230	06/15/2028	1,261	4.272	456,115	797683HL6	27841	461,106
Federal Home Loan Ba	USBGC	1,000,000	4.000	11/22/2024	994,650	06/30/2028	1,276	4.160	992,450	3130AWN63	27870	994,611
Pacific Life GF	USBGC	250,000	5.500	03/06/2024	255,318	07/18/2028	1,294	4.950	254,343	6944PL2U2	27744	254,320
Belmont-Redwood CA S	USBGC	375,000	1.477	07/16/2024	335,063	08/01/2028	1,308	4.380	337,815	080495HR8	27785	339,591
Riverside Comm Colle	USBGC	300,000	1.589	07/16/2024	268,890	08/01/2028	1,308	4.419	271,815	76886PJR5	27784	272,418
San Ramon Valley USD	USBGC	190,000	1.670	02/07/2024	169,488	08/01/2028	1,308	4.346	172,655	7994082H1	27721	173,605
Sacramento CA Water	USBGC	500,000	2.147	06/14/2024	452,945	09/01/2028	1,339	4.630	460,450	786089JH6	27776	459,056
San Mateo Union HSD	USBGC	250,000	2.542	02/07/2024	231,495	09/01/2028	1,339	4.346	233,685	799017VM7	27720	235,142
John Deere Capital C	USBGC	500,000	6.550	01/30/2024	541,800	10/01/2028	1,369	4.540	532,010	244199AV5	27717	533,569
County of Miami-Dade	USBGC	500,000	3.762	01/31/2024	485,825	10/01/2028	1,369	4.440	484,340	59333P3Q9	27718	488,609
Comcast Corp	USBGC	500,000	4.150	12/24/2024	488,575	10/15/2028	1,383	4.812	487,615	20030NCT6	27897	488,633
Toyota Motor Credit	USBGC	500,000	4.650	04/26/2024	491,485	01/05/2029	1,465	5.060	496,705	89236TLL7	27765	492,720
Toyota Motor Credit	USBGC	600,000	3.650	02/08/2024	575,406	01/09/2029	1,468	4.590	573,900	89236TFT7	27730	579,894
Texas Public Financi	USBGC	100,000	1.430	07/16/2024	88,312	02/01/2029	1,492	4.290	88,266	882689BX1	27783	89,492
Federal Farm Credit	USBGC	1,500,000	4.250	11/22/2024	1,505,160	02/14/2029	1,505	4.448	1,492,575	3133ERB67	27888	1,505,028
Bristol-Myers Squibb	USBGC	500,000	4.900	11/22/2024	506,910	02/22/2029	1,513	4.537	502,430	110122EF1	27866	506,734
California State Gen	USBGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,520	4.602	509,250	13063D3P1	27766	509,187
Federal National Mtg	USBGC	1,000,000	4.625	12/02/2024	1,000,000	03/02/2029	1,521	4.626	999,330	3135GAZT1	27881	1,000,000
American Honda Finan	USBGC	500,000	4.900	04/26/2024	494,365	03/13/2029	1,532	5.162	498,265	02665WFE6	27764	495,151
County of Johnston	USBGC	500,000	1.790	12/05/2024	452,625	04/01/2029	1,551	4.210	446,630	479354EL2	27885	453,417
MassMutual Global Fu	USBGC	500,000	5.150	11/22/2024	512,285	05/30/2029	1,610	4.542	506,560	57628W4T4	27867	511,991
Federal Home Loan Mt	USBGC	900,000	4.600	12/04/2024	900,000	06/04/2029	1,615	4.600	895,536	3134HAH30	27882	900,000
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,623	4.614	503,050	74368CBY9	27827	511,882
Applied Materials In	USBGC	500,000	4.800	11/22/2024	505,730	06/15/2029	1,626	4.518	501,650	038222AS4	27865	505,594
University of Califo	USBGC	500,000	3.349	11/01/2024	479,435	07/01/2029	1,642	4.330	474,140	91412HFG3	27847	480,169
California State Gen	USBGC	500,000	4.500	11/05/2024	505,100	08/01/2029	1,673	4.261	499,075	13063EGT7	27854	504,833
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,780	08/28/2029	1,700	4.583	493,340	6944PL3C1	27836	498,804



## Northern California Power Agency

## Treasurer's Report

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## Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California State Gen	USBGC	2,000,000	5.125	10/24/2024	2,077,400	09/01/2029	1,704	4.233	2,047,520	13063EBP0	27817	2,074,432
California State Gen	USBGC	500,000	5.125	10/29/2024	518,765	09/01/2029	1,704	4.257	511,880	13063EBP0	27818	518,097
California State Gen	USBGC	500,000	5.125	11/01/2024	518,905	09/01/2029	1,704	4.249	511,880	13063EBP0	27846	518,253
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,729	4.385	483,605	69371RT48	27840	491,789
City of Anaheim CA W	USBGC	500,000	3.239	12/24/2024	470,485	10/01/2029	1,734	4.631	468,805	032556KK7	27895	470,605
California State Gen	USBGC	500,000	2.500	10/29/2024	460,715	10/01/2029	1,734	4.287	455,655	13063DRE0	27819	462,090
Federal Home Loan Ba	USBGC	500,000	4.500	12/24/2024	502,700	12/14/2029	1,808	4.377	501,845	3130ATUT2	27898	502,689
Fund Total and Average		\$ 45,341,679	3.361		\$ 44,644,031		1029	3.808	\$ 44,232,918			\$ 44,728,824

## Hydro 2022A Debt Service

Federal Home Loan Ba	USBT	1,349,000	4.980	07/29/2024	1,319,702	01/02/2025	1	5.161	1,348,890	313385AB2	27787	1,348,813
Federal Home Loan Ba	USBT	1,342,000	4.795	08/28/2024	1,319,299	01/02/2025	1	4.945	1,341,891	313385AB2	27802	1,341,821
Federal Home Loan Ba	USBT	1,335,000	4.430	09/30/2024	1,319,558	01/02/2025	1	4.544	1,334,693	313385AB2	27812	1,334,836
U.S. Treasury	USBT	1,331,000	4.500	10/29/2024	1,320,186	01/02/2025	1	4.599	1,331,000	912797LR6	27820	1,330,834
U.S. Treasury	USBT	1,247,000	4.470	11/26/2024	1,241,271	01/02/2025	1	4.553	1,247,000	912797LR6	27878	1,246,845
U.S. Treasury	USBT	1,341,000	4.120	12/30/2024	1,313,882	06/26/2025	175	4.264	1,314,113	912797NW3	27901	1,313,989
Fund Total and Average		\$ 7,945,000	4.552		\$ 7,833,698		30	4.682	\$ 7,917,187			\$ 7,917,138

## Hydro 2022B Debt Service

Federal Home Loan Ba	USBT	219,000	4.980	07/29/2024	214,244	01/02/2025	1	5.161	218,950	313385AB2	27788	218,970
Federal Home Loan Ba	USBT	219,000	4.795	08/28/2024	215,295	01/02/2025	1	4.945	218,950	313385AB2	27803	218,971
Federal Home Loan Ba	USBT	217,000	4.430	09/30/2024	214,490	01/02/2025	1	4.544	216,950	313385AB2	27813	216,973
U.S. Treasury	USBT	217,000	4.500	10/29/2024	215,237	01/02/2025	1	4.599	217,000	912797LR6	27821	216,973
U.S. Treasury	USBT	203,000	4.470	11/26/2024	202,067	01/02/2025	1	4.553	203,000	912797LR6	27879	202,975
U.S. Treasury	USBT	218,000	4.120	12/30/2024	213,559	06/26/2025	176	4.264	213,629	912797NW3	27902	213,609
Fund Total and Average		\$ 1,293,000	4.552		\$ 1,274,892		30	4.682	\$ 1,288,479			\$ 1,288,471

## Hydro Special Reserve

First American Govt	USBGC	5,000	4.520		5,000		1	4.520	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	310	0.480	1,448,311	3135G06G3	27166	1,495,503
Fund Total and Average		\$ 1,500,000	0.513		\$ 1,502,796		309	0.474	\$ 1,453,311			\$ 1,500,503

GRAND TOTALS:	\$ 56,079,679	3,482	\$ 55,255,417	843	3.863	\$ 54,891,895	\$ 55,434,936
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\*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 12/31/2024

### Callable Dates:

Inv #

Inv #

27004	FAMCA	Semi-annually
27131	ELPASO	Annually
27132	FFCB	Anytime
27135	CASDEV	Anytime
27136	FNMA	Quarterly
27140	JPM	Quarterly
27165	FHLB	Anytime
27221	BK	3/24/2025
27253	FHLB	Quarterly
27254	FHLB	Monthly
27257	BAC	Semi-annually
27442	FHLB	Quarterly
27517	FHLB	Quarterly
27589	AZSHGR	Anytime

27725	FLSGEN	Anytime
27726	HIS	Anytime
27766	CAS	Anytime
27776	SACWTR	Anytime
27847	UNVHGR	Make Whole
27852	OKSTRN	Make Whole
27865	AMAT	Make Whole
27866	BMV	Make Whole
27876	FNMA	11/19/2025 only
27881	FNMA	3/2/2026 only
27882	FHLMC	5/4/2026 only
27894	MBGGR	Make Whole
27895	ANAHSG	Make Whole
27896	CAT	Make Whole
27897	CMCSA	Make Whole



Northern California Power Agency  
Treasurer's Report  
12/31/2024

Page 1

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
California Asset Mgm	CMP	136,545	4.870	09/13/2022	136,545		1	4.870	136,545	SYS70077	70077	136,545
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70046	70046	0
Fund Total and Average		\$ 136,545	4.870		\$ 136,545		1	4.870	\$ 136,545			\$ 136,545

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	510	0.010		510		1	0.010	510	SYS79004	79004	510
U.S. Treasury	USBT	733,000	4.120	12/30/2024	720,417	05/29/2025	148	4.250	720,590	912797NN3	27903	720,585
Fund Total and Average		\$ 733,510	4.117		\$ 720,927		148	4.247	\$ 721,100			\$ 721,095

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	1,008	0.010		1,008		1	0.010	1,008	SYS79012	79012	1,008
U.S. Treasury	USBT	3,167,000	4.210	12/05/2024	3,102,186	05/29/2025	148	4.357	3,113,383	912797NN3	27886	3,112,186
U.S. Treasury	USBT	791,000	4.120	12/30/2024	777,421	05/29/2025	148	4.250	777,608	912797NN3	27904	777,602
Fund Total and Average		\$ 3,959,008	4.191		\$ 3,880,615		148	4.335	\$ 3,891,999			\$ 3,890,786

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	3,448,000	4.210	12/05/2024	3,377,436	05/29/2025	148	4.357	3,389,625	912797NN3	27887	3,388,323
U.S. Treasury	USBT	666,000	4.120	12/30/2024	654,567	05/29/2025	148	4.250	654,725	912797NN3	27905	654,719
Federal Home Loan Ba	USBT	547,000	4.285	11/26/2024	534,760	06/02/2025	152	4.441	537,455	313385GJ9	27880	537,104
Fund Total and Average		\$ 4,661,000	4.206		\$ 4,566,763		148	4.352	\$ 4,581,805			\$ 4,580,146

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	3,392	0.010		3,392		1	0.010	3,392	SYS79005	79005	3,392
U.S. Treasury	USBT	85,000	4.120	12/30/2024	83,541	05/29/2025	148	4.250	83,561	912797NN3	27906	83,560
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	425	0.840	4,252,711	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.675	08/27/2021	150,528	06/12/2026	527	0.799	142,923	3130AN4T4	27270	150,159
U.S. Treasury	USBT	3,589,000	4.375	01/03/2024	3,618,020	12/15/2026	713	4.080	3,597,147	91282CJP7	27700	3,608,212
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	06/30/2028	1,276	4.285	119,094	3130AWN63	27624	118,932
U.S. Treasury	USBT	21,000	4.375	09/28/2023	20,785	08/31/2028	1,338	4.608	21,017	91282CHX2	27647	20,840
U.S. Treasury	USBT	42,000	3.500	10/29/2024	40,984	09/30/2029	1,733	4.046	40,433	91282CLN9	27825	41,020
Fund Total and Average		\$ 8,440,392	2.447		\$ 8,465,746		567	2.329	\$ 8,260,278			\$ 8,456,115

LEC Iss#1 2010B BABS Subs Resv



## Treasurer's Report

12/31/2024

## LEC Iss#1 2010B BABS Subs Resv

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	978	0.010		978		1	0.010	978	SYS79006	79006	978
U.S. Treasury	USBT	2,306,000	4.210	12/05/2024	2,258,807	05/29/2025	148	4.357	2,268,959	912797NN3	27888	2,266,088
Fund Total and Average		\$ 2,306,978	4.208		\$ 2,259,785		148	4.356	\$ 2,267,937			\$ 2,267,066

## LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	305	0.010		305		1	0.010	305	SYS79013	79013	305
U.S. Treasury	USBT	835,000	4.210	12/05/2024	817,911	05/29/2025	148	4.357	820,863	912797NN3	27889	820,548
Fund Total and Average		\$ 835,305	4.208		\$ 818,216		148	4.356	\$ 821,168			\$ 820,853

## LEC O &amp; M Reserve

First American Gov.	USBGC	0	4.520		0		1	4.520	0	SYS70041	70041	0
California Asset Mgm	CMP	5,248,725	4.070	09/09/2022	5,248,725		1	4.070	5,248,725	SYS70075	70075	5,248,725
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70047	70047	0
Nashville Met Gov	USBGC	350,000	0.610	09/18/2023	350,000	07/01/2025	181	0.609	343,613	592112XC5	27645	350,000
Nashville Met Gov	USBGC	150,000	0.610	09/18/2023	150,000	07/01/2025	181	0.609	147,140	592112XA9	27646	150,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	209	0.579	978,850	3136G4D75	27047	1,000,116
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	229	0.600	976,950	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	271	0.530	729,210	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	271	0.530	651,756	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	403	0.699	480,440	037633EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	484	1.200	476,045	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	561	1.050	950,150	57629VDE7	27250	1,002,246
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	602	1.250	93,068	06048VWN2	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	621	1.227	473,210	14913R2Q9	27290	499,365
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	662	1.567	805,409	87289BAA9	27335	852,696
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	677	1.490	487,164	74460DAG4	27310	515,090
Public Storage	USBGC	1,064,000	1.500	12/09/2021	1,065,234	11/09/2026	677	1.475	1,006,491	74460DAG4	27341	1,064,466
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	881	3.654	185,636	088006KB6	27424	189,791
Mercedes-Benz Fin. N	USBGC	275,000	3.750	06/26/2023	260,832	02/22/2028	1,147	5.003	264,976	253851DF8	27609	205,439
Bay Area Toll Author	USBGC	500,000	1.869	09/23/2024	461,155	04/01/2029	1,551	3.752	447,090	072024XF4	27809	463,493
MassMutual Global Fu	USBGC	500,000	5.150	12/04/2024	515,220	05/30/2029	1,610	4.395	506,560	57629W4T4	27883	514,966
Oregon Education Dis	USBGC	660,000	1.707	09/23/2024	602,184	06/30/2029	1,641	3.728	584,344	68587FAZ7	27811	605,484
California State Gen	USBGC	1,095,000	5.125	09/24/2024	1,168,529	09/01/2029	1,704	3.626	1,121,017	13063EBP0	27810	1,164,516
Fund Total and Average		\$ 17,427,725	2.660		\$ 17,399,942		513	2.684	\$ 16,957,844			\$ 17,406,393

GRAND TOTALS:	\$ 38,500,463	3,114	\$ 38,248,539	406	3.145	\$ 37,638,676.	\$ 38,279,009
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\*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 12/31/2024

#### Callable Dates:

Inv #			Inv #		
27047	FHLMC	Quarterly	27170	APPL	Anytime starting 1/8/2026
27057	FNMA	Quarterly	27199	FFCB	Anytime
27083	FFCB	Anytime	27222	JPM	Annually
27084	FFCB	Anytime	27259	BAC	Semi-annually
			27809	BAYTRN	Anytime




# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** Disposal of Northern California Power Agency Surplus Property

**AGENDA CATEGORY:** Consent

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

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

Recommending the Northern California Power Agency (NCPA) Commission note and file the report by all members for the disposal (private sale) of the following from the Lodi Energy Center:

- 2022 Ford Explorer

**BACKGROUND:**

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

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


**FISCAL IMPACT:**

This report has no direct fiscal impact to the Agency.

**ENVIRONMENTAL ANALYSIS:**

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

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments: Declarations of Surplus  
Receipts of disposal



NORTHERN CALIFORNIA POWER AGENCY  
DECLARATION OF EXCESS

Date: 1/17/2025

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND **	ESTIMATED VALUE		NCPA Property# / Stock # / Fleet # or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	1	Each	2022 Ford Explorer Limited Edition 4WD (Vin # 1FM5K8FW9NNA02572)	A	EACH	\$29,000.00	CMMS# 01030	CT2/LEC
2.								
3.								
4.								

**JUSTIFICATION FOR EXCESS/DISPOSAL:**

This vehicle has had numerous issues since acquiring it. It has proven to be unreliable. The primary problem is with the brakes. Ford has refused to accept and repair this problem. The brake problem manifests itself in one of four ways, 1) the brakes will slam on while slowing, abruptly and surprisingly stopping the car 2) the brakes will have a momentary delay before responding to the pressure put on the pedal, 3) while slowing, the brakes will release and then slam on and 4) during very slow speed operation the brakes make significant noise (under the dash). The driveshaft has had a vibration since new. Ford replaced it twice before declaring it normal behavior, at which time a new service bulletin was released, prompting a third replacement. There doesn't appear to be any fix for this problem. The vibrating driveshaft has transferred to a leaking pinion seal on the differential. This was caused by the vibration. While the leak was fixed under warranty, nothing will be done about its cause, the driveshaft. NCPA attempted use of the lemon law, but unfortunately, this law does not apply to fleet vehicles. NCPA also contemplated suing Ford, but the time, and cost did not merit this effort. The vehicle is not safe for employee operation and will be sold.

**RECOMMENDED DISPOSITION:** Sell to Carmax for \$29,000 – Big Valley Ford provided a quote of \$27,000

PREPARED BY: Melissa Philpot / Rafael Santana / Michael DeBortoli  
ORG.

APPROVED BY: Michael DeBortoli CODE:  
(ASST. GEN. MANAGER)

AUTHORIZATION  
TO PROCEED: Larry S. Hany  
(GENERAL MANAGER)

DATE: 1/21/25

☐ PUBLIC SALE ☒ PRIVATE SALE  
☐ DISPOSAL - NO NET SCRAP VALUE

\*U/M = UNIT OF MEASURE

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

ORIGINAL TO TREASURER-CONTROLLER






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# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** Debt and Interest Rate Management Report ending December 31, 2024

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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## RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission accept the Debt and Interest Rate Management Report for the period ending December 31, 2024.

## BACKGROUND:

In accordance with the Debt and Interest Rate Management Policy, Section 20, *Monitoring and Reporting Requirements*, approved by the Commission in May 2023, the Finance team will provide a semi-annual written report to the Finance Committee and the Commission regarding the status of all fixed and variable rate debt and the Agency's interest rate swaps.

The report for the December 31, 2024 period is attached for your information and acceptance. A summary of the report is listed below.

### Fixed Rate Debt

- The 2016 Geothermal Bonds, Series A, were redeemed on 7/1/2024. All outstanding debt on the Geo project has been fully defeased.
- The 2019 Capital Facilities Bonds, Series A, were redeemed on 8/1/2024. All outstanding debt on the CT2 project has been fully defeased.

### Variable Rate Debt

The Agency no longer has variable rate debt.

### Interest Rate Swaps

The Agency no longer has interest rate swaps.

### Counterparties

N/A

### Rating Changes

Since the last report, NCPA has received the following reports and/or notifications:

- On October 30, 2024, S&P Global Ratings raised its long-term rating to 'A' from 'A-' on the Lodi Energy Center (LEC) revenue bonds issue one, Series 2010B.

## FISCAL IMPACT:

Accepting the Debt and Interest Rate Management Report for the period ending December 31, 2024, has no fiscal impact.

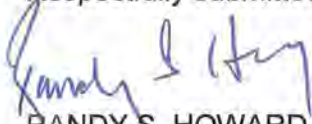
## ENVIRONMENTAL ANALYSIS:

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

**COMMITTEE REVIEW:**

On February 11, 2025, the Finance Committee reviewed and approved the recommendation above for Commission acceptance.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments:

- Debt and Interest Rate Management Report as of December 31, 2024



## Debt and Interest Rate Management Report As of December 31, 2024

Sondra Ainsworth  
February 2025

	<u>Page</u>
▪ Key Highlights	3
▪ Fixed Rate Debt Overview	5
▪ Debt Overview by Project	
• Geothermal Project	7
• Capital Facilities Project	8
• Hydroelectric Project	9
• Lodi Energy Center	10

## Key Highlights from July – December 2024

- No material changes since the last report
- Changes to any outstanding debt issues
  - All Geothermal debt has been redeemed as of 7/1/24
  - All Capital Facilities debt has been redeemed as of 8/1/24
- Ratings on all outstanding issues remained the same
- No defaults occurred on any of NCPA's outstanding debt

# FIXED RATE DEBT OVERVIEW

## Fixed Rate Debt Overview

### ■ Fixed Rate Debt

- The 2016 Geothermal Bonds, Series A, were redeemed on 7/1/2024. No outstanding bonds exist.
- The 2019 Capital Facilities Bonds, Series A, were redeemed on 8/1/2024. No outstanding bonds exist.

### ■ Ratings

- October 2024
  - S&P Global Ratings raised its long-term rating to 'A' from 'A-' on the Lodi Energy Center (LEC) revenue bonds issue one, Series 2010B
    - Thank you Lodi Electric!



# DEBT OVERVIEW BY PROJECT

# Geothermal Project Debt Overview

## Geothermal Project Participation Percentages

Member	Entitlement Share (%)	Beneficiary Share (%)
Alameda	16.8825	16.8825
Biggs	0.2270	0.2270
Gridley	0.3950	0.3360
Healdsburg	3.6740	3.6740
Lodi	10.2800	10.2800
Lompoc	3.6810	3.6810
Palo Alto	6.1580	0.0000
Plumas-Sierra	0.8145	0.7010
Roseville	7.8830	7.8830
Santa Clara	44.3905	44.3905
TID	0.0000	0.3305
Ukiah	5.6145	5.6145

## Geothermal Project Debt Service

2016 Series A

\$4 MM

\$3 MM

\$2 MM

\$1 MM

\$0 MM

07/01/24

## Summary of Outstanding Geothermal Project Debt

Ratings (M/S/F): -/-/- (1)

Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2016 Series A	Tax-Exempt	Fixed-Rate	\$17,530,000	\$3,425,000	1.670%	-	7/1/2024

(1) Outstanding bonds are bank loans; ratings withdrawn



## Capital Facilities Debt Overview

### Capital Facilities Participation Percentages

Member	Entitlement Share (%)
Alameda	19.00
Lodi	39.50
Lompoc	5.00
Roseville	36.50

### Capital Facilities Debt Service

■ 2019 Series A

\$6 MM

\$5 MM

\$4 MM

\$3 MM

\$2 MM

\$1 MM

\$0 MM

08/01/24

### Summary of Outstanding Capital Facilities Debt

Ratings (M/S/F): A1/-/-, Stable Outlook

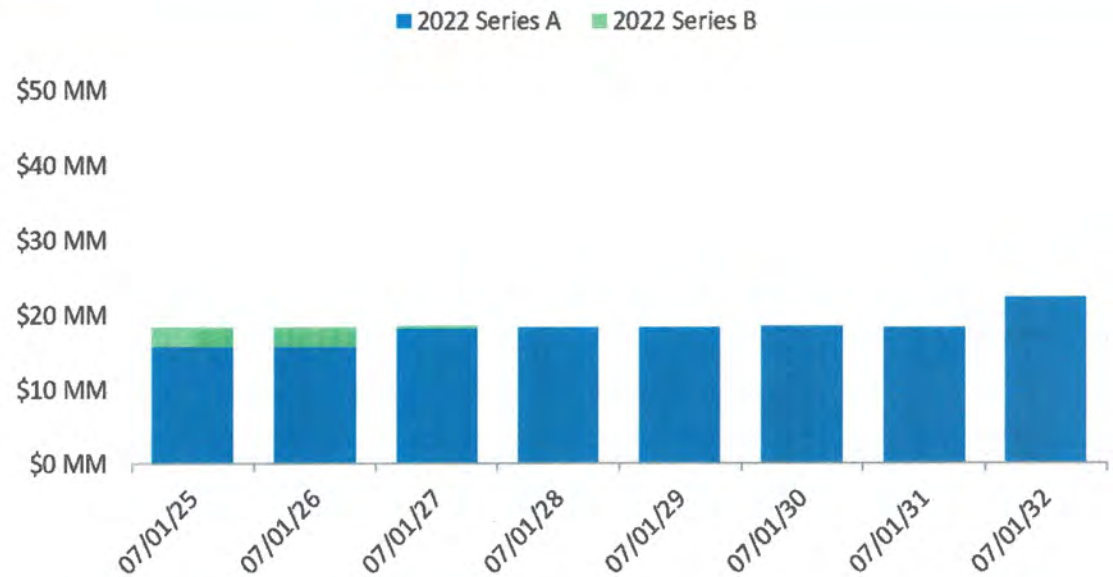
Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2019 Series A	Tax-Exempt	Fixed-Rate	\$20,450,000	\$4,815,000	5.000%	-	8/1/2024

# Hydroelectric Project Debt Overview

## Hydroelectric Project Participation Percentages

Member	Entitlement Share (%)
Alameda	10.000
Biggs	0.100
Gridley	1.060
Healdsburg	1.660
Lodi	10.370
Lompoc	2.300
Palo Alto	22.920
Roseville	12.000
Santa Clara	35.860
Ukiah	2.040
Plumas-Sierra	1.690

## Hydroelectric Project Debt Service



## Summary of Outstanding Hydroelectric Project Debt

Ratings (M/S/F): Aa3/-/AA-, Stable/Positive/Stable Outlooks

Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Call Date	Final Maturity
2022 Series A	Tax-Exempt	Fixed-Rate	\$120,300,000	\$117,040,000	5.000%	Non-Callable	7/1/2032
2022 Series B	Taxable	Fixed-Rate	\$12,010,000	\$5,265,000	2.390%-2.593%	Make-Whole	7/1/2027

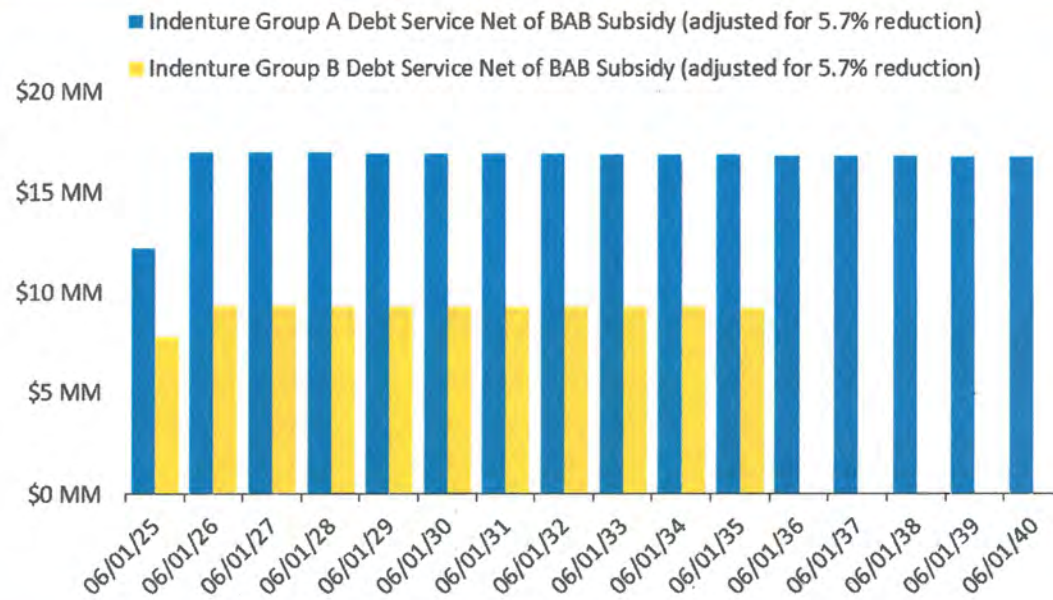
Rating only on 2022 Series B & sub

# Lodi Energy Center Debt Overview

## LEC Participation Percentages

Member	Entitlement Share (%)	Ind. Group A Cost Share (%)
CDWR	33.5000	-
Azusa	2.7857	4.9936
Biggs	0.2679	0.4802
Gridley	1.9643	3.5212
Healdsburg	1.6428	2.9448
Lodi	9.5000	17.0295
Lompoc	2.0357	3.6491
Santa Clara	25.7500	46.1588
Ukiah	1.7857	3.2010
MID	10.7143	-
Plumas-Sierra	0.7857	1.4084
PWRPA	2.6679	4.7824
SFBART	6.6000	11.8310

## Lodi Energy Center Debt Service



## Summary of Outstanding Lodi Energy Center Debt

Series	Tax Status	Coupon Type	Issue Size	Outstanding Par	Coupon Range	Next Call	Final Maturity
<b>Indenture Group A   Ratings (M/S/F): A1/A/A, Stable Outlooks <sup>(1)</sup></b>							
2010 Series B	Taxable BABs	Fixed-Rate	\$176,625,000	\$176,625,000	7.311% <sup>(2)</sup>	Make-Whole	6/1/2040
2017 Series A	Tax-Exempt	Fixed-Rate	\$38,970,000	\$7,825,000	2.270%	-	6/1/2025
<b>Indenture Group B—CADWR   Ratings (M/SF): Aa2/AAA/-, Stable Outlooks</b>							
2010 Series B	Taxable BABs	Fixed-Rate	\$110,225,000	\$82,330,000	5.679% <sup>(2)</sup>	Make-Whole	6/1/2035

<sup>(1)</sup> Ratings only on 2010 Series B Bonds; 2017 Series A Bonds are bank loans

<sup>(2)</sup> Taxable Build America Bonds; Interest rate gross of BAB subsidy



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# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** Evoqua Water Technologies, LLC – Second Amendment to Five Year Multi-Task General Services Agreement for Condensate Polisher Resin Regeneration, DI Mixed Bed Vessel Rental and Regeneration, RO & UF Membrane Cleaning, and Other Water Treatment Support Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

\_\_\_\_\_  
\_\_\_\_\_

## **RECOMMENDATION:**

Approve Resolution 25-21 authorizing the General Manager or his designee to enter into a Second Amendment to the Multi-Task General Services Agreement with Evoqua Water Technologies, LLC for condensate polisher resin regeneration, DI mixed bed vessel rental and regeneration, RO & UF membrane cleaning, and other water treatment support services, with any non-substantial changes recommended and approved by the NCPA General Counsel, amending Section 2.5 Timing of Submittal of Final Invoice from 30 days to 60 days, with no change to the original not exceed amount of \$1,000,000 or the original contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

## **BACKGROUND:**

Condensate polisher resin regeneration, DI mixed bed vessel rental and regeneration, RO & UF membrane cleaning, and other water treatment support 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 Evoqua Water Technologies, LLC., effective November 1, 2020, to provide such services, for use at any facilities owned and/or operated by NCPA, NCPA Members, SCPPA and SCPPA Members.

The Parties entered into a First Amendment to the Multi-Task General Services Agreement on November 12, 2021 to amend the Warranty and Remedies language in Sections 12.1 and 12.2 as well as amend the pricing in Exhibit B.

Evoqua often utilizes third parties for transportation and delivery of goods to NCPA. To ensure final invoices submitted to NCPA are complete and accurate, Evoqua needs additional time to prepare them. As such, Evoqua has requested to modify the language in Section 2.5 Timing of Submittal of Final Invoice in the agreement to allow them additional time to submit the final invoice to NCPA. This Second Amendment will modify Section 2.5 to amend the invoice due date from 30 days to 60 days.

## **FISCAL IMPACT:**

Upon execution, the total cost of the agreement will remain unchanged at not-to-exceed \$1,000,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

## **SELECTION PROCESS:**

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

### **ENVIRONMENTAL ANALYSIS:**

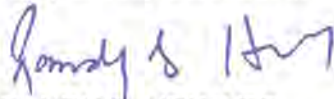
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

### **COMMITTEE REVIEW:**

On February 5, 2025, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On February 10, 2025, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", is written over the printed name.

RANDY S. HOWARD  
General Manager

### **Attachments (4):**

- Resolution 25-21
- Multi-Task General Services Agreement with Cisco Air Systems, Inc.
- First Amendment to Multi-Task General Services Agreement with Evoqua Water Technologies, LLC
- Second Amendment to Multi-Task General Services Agreement with Evoqua Water Technologies, LLC

## RESOLUTION 25-21

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A SECOND AMENDMENT TO THE MULTI-TASK GENERAL SERVICES AGREEMENT WITH EVOQUA WATER TECHNOLOGIES, LLC

(reference Staff Report #125:25)

WHEREAS, condensate polisher resin regeneration, DI mixed bed vessel rental and regeneration, RO & UF membrane cleaning, and other water treatment support services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, NCPA and Evoqua Water Technologies, LLC entered into a Multi-Task General Services Agreement effective November 1, 2020, to provide such services; and

WHEREAS, the Parties entered into a First Amendment to the Multi-Task General Services Agreement on November 12, 2021 to amend the Warranty and Remedies language in Sections 12.1 and 12.2 as well as amend the pricing in Exhibit B; and

WHEREAS, Evoqua has requested to modify the language in the agreement to allow them additional time to prepare invoices which will ensure their invoicing is accurate. This Second Amendment will modify the language in Section 2.5 Timing of Submittal of Final amend the invoice due date from 30 days to 60 days; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Second Amendment to the Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, amending Section 2.5 Timing of Submittal of Final Invoice from 30 days to 60 days, with no change to the original not to exceed amount of \$1,000,000 or the original contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025 by the following vote on roll call:

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

JAMES "BO" SHEPPARD  
CHAIR

ATTEST:

CARRIE A. POLLO  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
EVOQUA WATER TECHNOLOGIES, LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Evoqua Water Technologies, LLC, a Delaware limited liability company with its office located at 210 Sixth Avenue, Suite 3300, Pittsburgh, PA 15222 ("Contractor") (together sometimes referred to as the "Parties") as of November 1, 2020 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

- 2.5 Timing for Submittal of Final Invoice.** Contractor shall have thirty (30) 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 thirty (30) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency. Additionally, invoices with errors will be returned to Contractor for correction. Contractor shall have thirty (30) days to resubmit corrected invoices. Any invoices not properly corrected or invoices that take longer than thirty (30) days to return, the 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, SCLPA and/or SCLPA 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, SCLPA and/or SCLPA 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 from and against all third party losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), for personal injury, death or damage to tangible property to the extent caused by negligence 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.** If Contractor's Work involves its transporting hazardous materials, Contractor shall be deemed to be in exclusive possession and control of such materials and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of such materials, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur after Contractor or its agents complete transfer of such materials into appropriate containers, machinery, storage tanks or other storage apparatus identified by NCPA. In the event a spill, leak, discharge or release requires notification to a federal, state or local regulatory agency, Contractor shall be responsible for all such notifications. Should Contractor be required to remedy or remove such materials as a result of a leak, spill, release or discharge of such materials into the environment at Agency's Site or elsewhere, Contractor agrees to remediate, remove or cleanup Agency's Site to a level sufficient to receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

## **Section 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.** 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. Contractor warrants the services for ninety (90) days from performance ("Warranty Period").
- 11.2 Deficiencies in Work.** If Agency gives prompt written notice of breach of this warranty to Contractor within the Warranty Period, Contractor shall be obligated at its own expense, and as Agency's sole and exclusive remedy, 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. Unless otherwise agreed to in writing by Contractor, (i) Agency shall be responsible for any labor required to gain access to the work so that Contractor can assess the available remedies and (ii) Agency shall be responsible for all costs of installation of repaired or replaced work. If Contractor determines that any claimed breach is not, in fact, covered by this warranty, Agency shall pay Contractor its then customary charges for any repair or replacement made by Contractor. Contractor's warranty is conditioned on Agency (a) operating and maintaining the work in accordance with Contractor's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Contractor. Contractor's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Contractor) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, to the extent assignable, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work

## **Section 12. Mix Bed Guarantee**

- 12.1 Warranty.** Any deviations from the requirements, assumptions or conditions contained of this section 12 will void the warranty. Agency must ensure that all conditions set forth in this section, including all the feedwater water parameters listed in Exhibit A, ("Incoming Water") are met including Agency provided materials, equipment, facilities, utilities, and other things, described herein. This warranty shall be deemed void if Agency fails to meet any of the following obligations pertaining to media use and the system in which media is used.

For Lodi Energy Center Condensate Polishers, Contractor will guarantee, by way of an amendment to the Agreement, a throughput amount to be determined and mutually agreed upon, based upon the process as defined by the Throughput Volume Determination Plan by May 31, 2021 as per the treated water specifications outlined in Exhibit A ("Effluent Water"). If the parties are unable to mutually agree to the throughput amount by the date specified, the throughput guarantee will be void and Contractor will have no responsibility or liability as it relates to the throughput guarantee.

The warranty shall be deemed void if the Agency fails to meet the following influent water conditions:

- Feed water must not contain any oxidizing agents including, without limitation, chlorine, ozone or permanganate.
- Sequestrants, cleaning or treatment chemicals, and any other chemicals used in the system must be compatible with the media.
- Influent water to each vessel shall be free of entrained air to the extent that entrained air could disrupt media beds in any system.
- Bacteria levels in the influent and influent delivery mechanisms such as, for example, piping and manifolds in any well, shall be <5 cfu/ml. If Contractor Water Technologies is requested to backwash and sanitize a specific media bed after the start of a particular run then Condition a. applies. Furthermore, the detection of bacteria at any level in the influent and influent delivery mechanisms may compromise the media bed life. Therefore, Contractor assumed no responsibility or liability relating to the bacteriological quality of the incoming water or within the wells and shall bear no costs relating to media sterilization due to bacteria in the incoming water or elsewhere in the wells.
- Should any of the sodium, chloride, sulfate, phosphate, silica, specific conductivity, ammonia, total organic carbon, temperature range, temperature peak, and total iron values exceed the feedwater water parameters listed in Exhibit A, the warranted treatment volume will be adjusted and a new Warranty would be provided.

This section 12.1 does not require Agency to do any additional monitoring.

- 12.2 Remedies.** The sole remedy for each of Contractor's vessel that fails to reach 50% of this mix bed guarantee is a full credit for the regeneration cost will be applied to Agency's account. If a vessel reaches 50%-100% throughput, then a pro-rated credit for the regeneration cost will be applied to the Agency's account.

For example, if the throughput is 21,000,000 gallons, then the Agency would only pay for 70% of the price.

**12.3 System Operation and Maintenance.** Agency agrees, at its own expense, to at all times maintain the system as necessary for Contractor to fulfill its obligations hereunder. The design parameters (system, equipment and peripheral components) must be consistent with sound engineering practice and the system is operated within the design parameters. The system shall be operated and maintained in accordance with the written parameters provided in this supplied Media Bed Life Warranty. The warranty shall be deemed void if the Agency fails to meet the following system conditions:

- The media must be operationally protected against excessive hydraulic changes including, without limitation, water hammer, and rapid pressure swings.
- The system shall not be backwashed or the beds otherwise hydraulically altered once a service run has started, as this will reduce the expected throughput.
- The media must be maintained in a clean condition and must not be contaminated by particulate matter, colloidal or precipitated solids, biological growth or foreign materials (including but not restricted to cationic surfactants, solvents, soluble oils, free oils, lipids, and high molecular weight natural polymers.
- Agency must keep media moist at all times after installation.
- Media loss from the bed will be excluded from this warranty. Without limitation, loss of media due to failure of distributors, media traps, or other procedures are the responsibility of the Agency.
- Warranty does not apply if media bed is removed from service before the throughput is reached. Prematurely removing media for reasons including, without exceeding effluent water specifications, uranium loading or high differential pressure will void the warranty.

**12.4 Water Monitoring.** Agency is responsible for ensuring that frequent, adequate system performance data are routinely recorded in a systematic format that is regularly reviewed. Agency agrees to provide conductivity data on a daily basis, as well as total volume treated. Agency agrees to make this data available to Contractor on a reasonable basis at Contractor's reasonable request. Contractor reserves the right to obtain copies of calibration records for requested parameters.

**12.5 Disputes.** Should premature breakthrough occur, Contractor reserves the right to inspect installed media bed to investigate effects of flow characteristics. Inspection will include but not be limited to inspection of top of media bed to

ensure that no visible shifting or channeling has occurred, and the collection of water samples and spent media. Should it be determined by Evoqua that premature breakthrough has occurred due to improper operation, warranty will be void.

- 12.6** THE FOREGOING SETS FORTH CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTY AND REMEDY WITH RESPECT TO MEDIA BED LIFE. THIS IS NOT A PERFORMANCE GUARANTEE. CONTRACTOR LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO DIRECT DAMAGES ONLY AND SHALL NOT EXCEED THE ANNUAL PRICE PAID TO CONTRACTOR UNDER THE CONTRACT. CONTRACTOR RESERVES THE RIGHT TO UPDATE THIS BED LIFE GUARANTEE ON A YEARLY BASIS.

FURTHERMORE, THE DETECTION OF BACTERIA AT ANY LEVEL IN THE INFLUENT AND INFLUENT DELIVERY MECHANISMS MAY COMPROMISE THE BED LIFE. THEREFORE, EVOQUA ASSUMES NO RESPONSIBILITY OR LIABILITY RELATING TO THE BACTERIOLOGICAL QUALITY OF THE INCOMING WATER OR WITHIN THE WELLS AND SHALL BEAR NO COSTS RELATING TO MEDIA STERILIZATION DUE TO BACTERIA IN THE INCOMING WATER OR ELSEWHERE IN THE WELLS.

- 12.7** THE WARRANTIES SET FORTH IN SECTIONS 11 AND 12 ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE

**Section 13. 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.

- 13.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 13.2** 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.
- 13.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

- 13.4** 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.
- 13.5** 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.
- 13.6** 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.
- 13.7** Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 13.8** 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.
- 13.9** 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.
- 13.10** 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 13.1, 13.2, 13.4, 13.5, and 13.6 hereof.

#### **Section 14. MISCELLANEOUS PROVISIONS.**

- 14.1 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.

- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.*
- 14.7 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.
- 14.8 Notices.** Any written notice to Contractor shall be sent to:

Evoqua Water Technologies LLC  
Attention: Branch Manager  
1440 Venture Lane  
Turlock, CA 95380

With a Copy to:  
Evoqua Water Technologies LL  
Attention: General Counsel  
210 Sixth Avenue, Suite 3300  
Pittsburgh, PA 15222

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

**14.9 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.

**14.10 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.

**14.11 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:

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

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

**14.11.3** 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.

**14.11.4** 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.

- 14.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 14.11.6** 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.*

**14.12 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.

**14.13 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.

**14.14 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.

**14.15 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.

## **Section 15. LIMITATION OF LIABILITY.**

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, CONTRACTOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND EXCEPT FOR INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR DAMAGE TO TANGIBLE PROPERTY TO EXTENT OF CONTRACTOR'S NEGLIGENCE, CONTRACTOR'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED ONE MILLION DOLLARS PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER

THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

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

NORTHERN CALIFORNIA POWER AGENCY

EVOQUA WATER TECHNOLOGIES, LLC

Date 11/3/20

Date 10/29/2020





**RANDY S. HOWARD,**  
General Manager

**WILLIAM MERTES,**  
Director of Operations

Attest:

  
Assistant Secretary of the Commission

Approved as to Form:

  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A**

### **SCOPE OF WORK**

Evoqua Water Technologies, LLC ("Contractor") shall provide condensate polisher resin regeneration, DI mixed bed vessel rental and regeneration, RO & UF membrane cleaning, and other water treatment support services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members:

CT Facilities services to include, but not be limited to the following:

### Lodi Energy Center – Condensate Polisher

These units will be provided on a rental and exchange basis that will be charged \$100 per month per vessel rental and \$1,458.00 per exchange. The estimated exchange frequency is one (1) vessel per month but this number could change based on the feedwater to the vessels and resin performance. A minimum of two vessels are to be shipped for regeneration at any one time which will still allow for there to be sufficient resin capacity on site for the demineralization process. One vessel is to be in service, with one in standby and one in on-site inventory.

#### **BOTTLE TYPES AND FUNCTIONS\***

Num.	Vessel Size	Resin Type	Bottle Function
5	60 ft3 Steel Vessels	Mixed Bed	Removal of dissolved solids to produce de-ionized water

\*Note: These vessels remain the property of Evoqua.

#### **FEEDWATER/TREATED WATER SPECIFICATIONS**

##### **I. Condensate polisher feed water characteristics:**

Parameter	Feed water	Unit
Sodium	< 3	ug/L
Chloride	< 3	ug/L
Sulfate	< 3	ug/L
Phosphate	< 3	ug/L
Silica	< 10	ug/L
Specific Conductivity	< 30	uS/cm
Ammonia (as NH3)	< 5	mg/L
Total Organic Carbon	< 300	ug/L
Temperature Range, normal	70-120	°F
Temperature - peak during bypass	160 for 30-60 min	°F
Total Iron	< 0.2	mg/L

ii. Treated Water Specification:

Parameter	Feed water	Unit
Sodium	< 1	ug/L
Chloride	< 1	ug/L
Sulfate	< 1	ug/L
Phosphate	< 1	ug/L
Silica	< 5	ug/L
Specific Conductivity	< 0.1	uS/cm
Temperature Range, normal	90	°F
Temperature - peak during bypass	160 for 30-60 min	°F

**REGENERATION PROCEDURE QUALITY CONTROL, AND TROUBLESHOOTING**

To provide increased reliability based on proximity, Evoqua worked to establish a reliable regeneration procedure specific for the NCPA condensate polisher resin that could be completed at our facility in Milpitas, CA. The general (approximately 8 hour) regeneration procedure is included below. Dedicated NCPA resin is regenerated alone and is not intermingled with our float resin or resin from another customer. The regeneration procedure is proprietary but we can share a more detailed summary upon request.

**Procedure**

- Vessel arrival and logging
- Resin separation anion/cation
- Inspect individual resin volume
- Add either or both anion and cation resin from NCPA maintained heel if necessary
- NaOH 50% anion soak – Extended
- HCl 36% cation soak – Extended
- Quality Check
  - <5ppb silica
  - >10 meg ohm resistivity

### Quality Control and Troubleshooting

NCPA charges are received and segregated from all other resin as the first step to our quality control and tracking. Following the regeneration above, the following steps are completed to ensure that the resin processed meets the quality specification and run length anticipated:

- High purity DI Water rinse
- Measure rinse water for resistivity targeting >10megohm
- When resistivity target is reached – test rinse water for silica target is <5ppb
- Transfer to vessel, apply batch label, and make ready for shipment.

Troubleshooting is a subjective exercise based on the resin application and the issues being observed. However, a general approach to assessing performance includes:

- Interfacing with Operations to determine system performance
- Determining correct vessel resin volumes
- Vessel inlet/outlet water sampling
- Resin capacity testing

To ensure resin capacity, in addition the resin sampling associated with the current short run troubleshooting, we will conduct annual resin sampling before and after regeneration. Samples to be collected in Milpitas and transferred to Rockford for analysis.

A quality control report will be attached to and provided with the return of each vessel. The quality report will document the date and time the regeneration process started and finished, rinse water Silica, resistivity and chlorides, individual resin volumes as received, volume of resin added, heel volume remaining. Failure to provide the quality report will deem the vessel has not been regenerated. No charge will be incurred for such a vessel and it will be sent back unused for regeneration.

Agency's exhausted resin may be stored at Contractor's facility.

#### Lodi Energy Center – CT2 (STIG) Mixed Bed Polisher

These units and resin will be provided on a rental and exchange basis that will be charged \$265 per month per vessel rental and \$875.00 per exchange. The estimated exchange frequency is not readily predictable but based on historical data, we anticipate two (2) vessels per month. A minimum of two vessels are to be shipped for regeneration at any one time which will still allow for there to be sufficient resin capacity on site for the demineralization process.

#### **BOTTLE TYPES AND FUNCTIONS\***

Num.	Vessel Size	Resin Type	Bottle Function
8	60 ft3 Steel Vessels	Mixed Bed	Removal of dissolved solids to produce de-ionized water

\*Note: These vessels remain the property of Evoqua.

#### CT1 – Lodi Peaker / Alameda Peaker Mixed Bed Polisher

These units and resin will be provided on a rental and exchange basis that will be charged \$18.75 per month per bottle rental and \$62.00 per exchange. The estimated exchange frequency is not readily predictable but based on historical data, we anticipate 64 bottles per year.

#### **BOTTLE TYPES AND FUNCTIONS\***

Facility	Num.	Bottle Size	Resin Type	Bottle Function
Lodi	16	3.6 ft3 FRP Bottles	Mixed Bed	Removal of dissolved solids to produce de-ionized water
Alameda	16	3.6 ft3 FRP Bottles	Mixed Bed	Removal of dissolved solids to produce de-ionized water

\*Note: These vessels remain the property of Evoqua.

#### Deionized Mixed Bed Vessel and Bottle Specifications

Parameter	Unit	CT2 (STIG)	CT1 Lodi Peaker	CT1 Alameda Peaker
Quantity	No.	6 (4 in svc 2 stby)	12	16
Volume	Cubic Feet	60	3.6	3.6
Resistivity	Meg Ohm/cm	>10	>10	>10
Silica	Ug/L	<20	<20	<20

## 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:

CT Facilities costs:

<u>Cost Summary</u>	
<u>Item</u>	<u>Estimated Annual Cost</u>
Condensate Polisher Rental	\$6000/year
Condensate Polisher Regen	\$14,175/year
60 cu. ft. DI Vessel Rental	\$25,440/year
60 cu. ft. DI Vessel Regen	\$15,750/year*
3.6 cu. ft DI Vessel Rental	\$7,200/year
<u>Estimated Annual Total Cost</u>	<u>\$68,565/yr</u>

\*based on historical exchange frequency

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

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I, William A. Meites

(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

Evoqua Water Technologies, LLC

(Company name)

for contract work at:

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

(Project name and location)

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

William A. Meites

(Signature of officer or agent)

Dated this Oct 29 day of \_\_\_\_\_, 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.

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, William A. Meites

(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,

Evoqua Water Technologies, LLC

(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.

William A. Meites  
(Signature of officer or agent)

Dated this 08 29 day of \_\_\_\_\_, 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 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)

\_\_\_\_\_

## EXHIBIT F

### Throughput Volume Determination Plan

#### SUMMARY

Due to the high variability of throughput volumes observed over the past several years, a mutually equitable throughput guarantee could not be determined and included in the current contract renewal. Through review of the data and discussions between Evoqua and NCPA Operations staff, a plan was developed to determine and address the causes of the variability. With the variability addressed, we are confident a mutually agreeable throughput volume guarantee can be determined.

#### APPROACH

Evoqua observed a recent resin slurry operation, performed by NCPA. At the end of the slurry process, a significant amount of exhausted resin remained in the vessel, visually estimated to be between 10% - 15% of the resin load. Exhausted resin, when later mixed with regenerate resin, will impact the subsequent run by increasing leakage of inorganic constituents. In order to verify that this is the cause of short runs, a mutually-agreed-upon approach was developed to ensure all resin is removed during the slurry process. For the data to be meaningful, the effort will target three consecutive slurry/regeneration events. Historically, for successful runs, the average run time has been about 2.5 months. However, the duration is highly variable based upon plant operation. As a result, the process of generating the necessary data will take several months to complete.

#### ACTIONS

During each of the next three vessel slurry/regen operations:

- Contact Evoqua prior to initiating sluicing to allow for Evoqua participation
- NCPA to confirm all resin is removed during the sluicing process, preferably with photographs
- Evoqua to grab samples of spent resin prior to and after regeneration for analysis. Analysis will define the level of exhaustion on receipt and validate the efficacy of the regeneration process by measuring the H/OH conversion %.
- Evoqua to photo-verify removal of all resin from transport vessel prior to regeneration.
- Evoqua to quantify that the volume and ratio of spent resin received, and after regeneration. The target regenerated resin volume is 54 cuft with a 2:1 ratio of cation to anion.
- If required, Evoqua will add resin as required to meet the target volume and ratio
- NCPA to track analytical data (NCPA LEC Steam Cycle Chemistry Log) on a periodic basis, as well as total throughput achieved (Condensate Polisher Log) and share that data with Evoqua for mutual verification

Additional step for short run:

- Open 20" manway to inspect resin bed PRIOR to sluicing
- o Due to the high velocity operation, bed mixing is possible, and inspection may provide insight into this possible contributor to a short run

#### CONCLUSION

Data review after the conclusion of the three controlled vessel change outs will be used to identify a mutually agreeable throughput guarantee.



## **FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EVOQUA WATER TECHNOLOGIES, LLC**

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Evoqua Water Technologies, LLC ("Contractor") (collectively referred to as "the Parties") as of November 12, 2021.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective November 1, 2020, (the "Agreement") for Contractor to provide condensate polisher resin regeneration, DI mixed bed vessel rental and regeneration, RO & UF membrane cleaning, and other water treatment support services; and

WHEREAS, the Agency now desires to amend the Warranty and Remedies language set forth in Sections 12.1 and 12.2 to the Agreement; and

WHEREAS, the Agency now desires to amend the pricing set forth in Exhibit B to the Agreement; 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 12.1 Warranty** is amended and restated to read as follows:

Any deviations from the requirements, assumptions or conditions contained of this section 12 will void the warranty. Agency must ensure that all conditions set forth in this section, including all the feedwater water parameters listed in Exhibit A, ("Incoming Water") are met including Agency provided materials, equipment, facilities, utilities, and other things, described herein. This warranty shall be deemed void if Agency fails to meet any of the following obligations pertaining to media use and the system in which media is used.

For Lodi Energy Center Condensate Polishers, Contractor will guarantee 28,000,000 gallons throughput.

The warranty shall be deemed void if the Agency fails to meet the following influent water conditions:

- a. Feed water must not contain any oxidizing agents including, without limitation, chlorine, ozone or permanganate.
- b. Sequestrants, cleaning or treatment chemicals, and any other chemicals used in the system must be compatible with the media.
- c. Influent water to each vessel shall be free of entrained air to the extent that entrained air could disrupt media beds in any system.

- d. Bacteria levels in the influent and influent delivery mechanisms such as, for example, piping and manifolds in any well, shall be <5 cfu/ml. If Contractor Water Technologies is requested to backwash and sanitize a specific media bed after the start of a particular run then Condition a. applies. Furthermore, the detection of bacteria at any level in the influent and influent delivery mechanisms may compromise the media bed life. Therefore, Contractor assumed no responsibility or liability relating to the bacteriological quality of the incoming water or within the wells and shall bear no costs relating to media sterilization due to bacteria in the incoming water or elsewhere in the wells.
- e. Should any of the sodium, chloride, sulfate, phosphate, silica, specific conductivity, ammonia, total organic carbon, temperature range, temperature peak, and total iron values exceed the feedwater water parameters listed in Exhibit A, the warranted treatment volume will be adjusted and a new Warranty would be provided.

This section 12.1 does not require Agency to do any additional monitoring.

2. **Section 12.2 Remedies** is amended and restated to read as follows:

The sole remedy for each of Contractor's vessel that fails to reach 50% of this mix bed guarantee is a full credit for the regeneration cost will be applied to Agency's account. If a vessel reaches 50%-100% throughput, then a pro-rated credit for the regeneration cost will be applied to the Agency's account. For example, if the throughput is 21,000,000 gallons, then the Agency would only pay for 75% of the price.

- 3. **Exhibit B – COMPENSATION SCHEDULE AND HOURLY FEES** 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: 11/2/21

NORTHERN CALIFORNIA POWER AGENCY

Randy S. Howard  
**RANDY S. HOWARD, General Manager**

Date: 10/20/2021

EVOQUA WATER TECHNOLOGIES, LLC

Aaron Boles  
**AARON BOLES, Area/District Manager**

Attest:

[Signature]  
**Assistant Secretary of the Commission**

Approved as to Form:

Jane E. Luckhardt  
**Jane E. Luckhardt, General Counsel**

## 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:

CT Facilities costs:

<u>Cost Summary</u>	
<u>Item</u>	<u>Estimated Annual Cost</u>
Condensate Polisher Rental	\$6000/year
Condensate Polisher Regen	\$14,175/year
60 cu. ft. DI Vessel Rental	\$25,440/year
60 cu. ft. DI Vessel Regen	\$15,750/year*
3.6 cu. ft DI Vessel Rental	\$7,200/year
<u>Estimated Annual Total Cost</u>	<u>\$68,565/yr</u>

\*based on historical exchange frequency

The rate for weekend and emergency delivery of tanks to CT1, CT2 and LEC, not due to fault of Contractor, will be \$150/hour with a four (4) hour minimum.

Pricing for services to be performed at other NCPA facilities, NCPA Member or SPCPA 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.



## SECOND AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND EVOQUA WATER TECHNOLOGIES, LLC

This Second Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Evoqua Water Technologies, LLC ("Contractor") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2025.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective November 1, 2020, (the "Agreement") for Contractor to provide condensate polisher resin regeneration, DI mixed bed vessel rental and regeneration, RO & UF membrane cleaning, and other water treatment support services; and

WHEREAS, the Parties entered into a First Amendment to the Multi-Task General Services Agreement on November 12, 2021 to amend the Warranty and Remedies language set forth in Sections 12.1 and 12.2 as well as amend the pricing in Exhibit B; and

WHEREAS, the Agency now desires to amend the language in Section 2.5 Timing for Submittal of Final Invoice of the Agreement; 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 2.5 – Timing for Submittal of Final Invoice** is amended and restated to read as follows:

Contractor shall have sixty (60) 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 sixty (60) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency. Additionally, invoices with errors will be returned to Contractor for correction. Contractor shall have thirty (30) days to resubmit corrected invoices. Any invoices not properly corrected or invoices that take longer than thirty (30) days to return, the Contractor is deemed to have waived its right to collect its final payment for the Requested Work from agency.

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2. 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: \_\_\_\_\_

EVOQUA WATER TECHNOLOGIES, LLC

\_\_\_\_\_  
**AARON BOLES, Area/District Manager**

Attest:

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

Approved as to Form:

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



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# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting – First Amendment to Five Year Multi-Task General Services Agreement for Various Roofing, Coating, and Siding Maintenance Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

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

**IMPACTED MEMBERS:**

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

*If other, please specify*

\_\_\_\_\_

\_\_\_\_\_

## **RECOMMENDATION:**

Approval of Resolution 25-22 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting for various roofing, coating, and siding maintenance related services, with any non-substantial changes as recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$1,000,000 and amending Exhibit B – Compensation and Hourly Rates, with no change to the contract term, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

## **BACKGROUND:**

Various roofing, coating, and siding maintenance related 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 by SCPPA Members. NCPA entered into a five-year Multi-Task General Services Agreement with T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting effective August 21, 2023 for an amount not to exceed \$225,000.

This vendor is the winning bidder to provide roof and siding maintenance services at New Spicier Meadows Powerhouse in Spring 2025 and NCPA anticipates this work will exhaust the remaining funds on the agreement. This Amendment will increase the not to exceed amount from \$225,000 to \$1,000,000, as well as amend Exhibit B – Compensation and Hourly Rates to reflect revised 2025 rates. This agreement is still available for use at any facility owned and/or operated by the Agency, its Members, SCPPA, or SCPPA Members.

NCPA currently has similar agreements in place with Farwest Insulation & Contracting, Blackhawk Painting (Pending), and Toledo Industrial Coatings (Pending) for similar services.

## **FISCAL IMPACT:**

Upon execution, the total cost of the agreement is not to exceed \$1,000,000 over the existing five-year term, through August 21, 2028. Purchase orders referencing the terms and conditions of the Agreement will be issued following NCPA procurement policies and procedures.

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

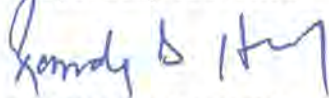
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

On February 5, 2025, the Facilities Committee reviewed and endorsed the recommendation for Commission approval.

On February 10, 2025, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", is written over the typed name.

RANDY S. HOWARD  
General Manager

Attachments (3):

- Resolution 25-22
- Multi-Task General Services Agreement between NCPA and T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting
- First Amendment to Multi-Task General Services Agreement between NCPA and T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting

## **RESOLUTION 25-22**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES AGREEMENT WITH T.A. KRAUSE, INC. DBA T.A. KRAUSE CONSTRUCTION AND CUSTOM PAINTING**

**(reference Staff Report #126:25)**

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

WHEREAS, T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting is a provider of these services; and

WHEREAS, effective August 21, 2023, NCPA entered into a five-year Multi-Task General Services Agreement with T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting to provide these services for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, this vendor is the winning bidder to provide roof and siding maintenance services at New Spicier Meadows Powerhouse in Spring 2025 and NCPA anticipates this work will exhaust the remaining funds on the agreement; and

WHEREAS, NCPA now desires to enter into a First Amendment to the current Multi-Task General Services Agreement to increase the not to exceed amount from \$225,000 to \$1,000,000 to ensure sufficient funds are available through the remainder of the contract term, and to amend Exhibit B – Compensation and Hourly Rates to reflect revised 2025 rates; and

WHEREAS, NCPA seeks to amend Exhibit B – Compensation and Hourly Rates, with no change to the contract term, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA or by SCPPA Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said First Amendment to the Multi-Task General Services Agreement, with any non-substantial changes as recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$1,000,000 and amending Exhibit B – Compensation and Hourly Rates, with no change to the contract term, for continued use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, or by SCPPA Members.

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PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025 by the following vote on roll call:

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

\_\_\_\_\_  
JAMES "BO" SHEPPARD  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
T.A. KRAUSE, INC. DBA T.A. KRAUSE CONSTRUCTION AND CUSTOM PAINTING**

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 T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting, a corporation with its office located at 1551 E. 8 Mile Road, Lodi, CA 95242 ("Contractor") (together sometimes referred to as the "Parties") as of August 21, 2023 ("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](mailto:AcctsPayable@ncpa.com)

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

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

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

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

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

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

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

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

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

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

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

**4.3 Professional Liability Insurance.** 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.

## **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

- 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 Michael DeBortoli, 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:

Troy A. Krause  
Vice President  
1551 E. 8 Mile Road  
Lodi, CA 95242

Any written notice to Agency shall be sent to:

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

With a copy to:

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

**13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page

of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

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

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

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

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

- 13.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 13.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.


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

NORTHERN CALIFORNIA POWER AGENCY

T.A. KRAUSE, INC. DBA T.A. KRAUSE  
CONSTRUCTION AND CUSTOM  
PAINTING

Date 8/21/23

Date 8-14-2023

  
RANDY S. HOWARD, General Manager

  
TROY A. KRAUSE, Vice President

Attest:

  
Assistant Secretary of the Commission

Approved as to Form:

  
Jane E. Luckhardt, General Counsel

## **EXHIBIT A**

### **SCOPE OF WORK**

T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting ("Contractor") shall provide routine, recurring, and usual maintenance, including but not limited to miscellaneous roofing and siding maintenance, application of sealant, primer, and coating, as requested by Agency at any facilities owned or operated by Agency, its Members, Southern California Public Authority ("SCPPA"), or SCPPA Members.

The Scope of Work under this Agreement does not include work that would qualify as a Public Works Project under the California Public Contract Code and guidelines established by the State of California.

## **EXHIBIT B**

### **COMPENSATION SCHEDULE AND HOURLY FEES**

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

#### **2023 Labor & Material Rates**

Labor: \$125.00 per man hour

Materials: Cost plus 15%

Contractor shall provide NCPA with 30 days' advance written notice of all rate changes. Regardless of any rate or pricelist revisions, total compensation shall not exceed the amount set forth in Section 2, Compensation, of this Agreement.

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,

Troy A Krause

(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

T.A. KRAUSE

(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.

Troy A Krause  
(Signature of officer or agent)

Dated this 14 day of August, 20 23.

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

EXHIBIT D

CERTIFICATION

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

I, Troy A Krause  
(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,

T.A. KRAUSE  
(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.

Troy A Krause  
(Signature of officer or agent)

Dated this 14<sup>TH</sup> day of AUGUST, 2023

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: 8-14-2023

Name of Employer

T.A. KRAUSE

Troy A Krause VP  
(Authorized Officer & Title)

Troy A Krause

(Address)

1551 E. Eight mile Rd  
Lodi, CA. 95242



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND T.A. KRAUSE, INC. DBA T.A. KRAUSE  
CONSTRUCTION AND CUSTOM PAINTING**

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting ("Contractor") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2025.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective August 21, 2023, (the "Agreement") for Contractor to provide roofing and siding maintenance and coating services at any facilities owned or operated by the Agency, NCPA 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 \$1,000,000; and

WHEREAS, the Agency now desires to amend Exhibit B entitled "Compensation Schedule and Hourly Fees" to reflect updated rates for the 2025 calendar year; 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 ONE MILLION** dollars (\$1,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

2. **Exhibit B—COMPENSATION SCHEDULE AND HOURLY FEES** is amended and restated to read in full as set forth in the attached Exhibit B.

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

T.A. KRAUSE, INC. DBA T.A. KRAUSE  
CONSTRUCTION AND CUSTOM PAINTING

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

\_\_\_\_\_  
**TROY A. KRAUSE, Vice President**

Attest:

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

Approved as to Form:

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

## 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:

#### **2025 Labor & Material Rates**

Labor: \$165.00.00 per man hour

Materials: Cost plus 15%

Upon 30 days' advance notice and no more than once each calendar year, T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this agreement. Regardless of any rate or pricelist revisions, total compensation shall not exceed the amount set forth in Section 2, Compensation, of this Agreement.

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.




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# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** American Equipment Systems, LLC dba Allied Crane – First Amendment to Five Year Multi-Task General Services Agreement for Crane and Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

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

**IMPACTED MEMBERS:**

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

*If other, please specify*

\_\_\_\_\_

\_\_\_\_\_

## **RECOMMENDATION:**

Approve Resolution 25-23 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with American Equipment Systems, LLC dba Allied Crane for crane inspections and maintenance 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 and amending Exhibit B – Compensation, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

## **BACKGROUND:**

Crane inspections and maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five-year Multi-Task General Services Agreement with American Equipment Systems, LLC dba Allied Crane effective May 2, 2024 for an amount not to exceed \$225,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This agreement has primarily been used by the Geothermal Facility for crane inspections and maintenance services and is now running low on funds. NCPA desires to enter into a First Amendment to the current Multi-Task General Services Agreement increasing the not-to-exceed amount from \$225,000 to \$750,000 to ensure sufficient funds are available for the remainder of the contract term. Exhibit B – Compensation will also be amended to reflect revised 2025 rates. This agreement will continue to be available for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA has agreements in place for similar services with GP Crane & Hoist Services, Maxim Crane Works, GM Crane Services, Inc., and Konecranes, Inc.

## **FISCAL IMPACT:**

Upon execution, the total not to exceed the amount of the agreement will increase from \$225,000 to \$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.

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

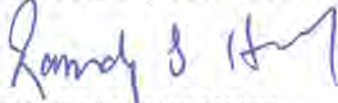
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

On February 5, 2025, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On February 10, 2025, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (3):

- Resolution 25-23
- Multi-Task General Services Agreement with American equipment Systems, LLC dba Allied Crane
- First Amendment to Multi-Task General Services Agreement with American Equipment Systems, LLC dba Allied Crane

**RESOLUTION 25-23**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES  
AGREEMENT WITH AMERICAN EQUIPMENT SYSTEMS, LLC DBA ALLIED CRANE**

**(reference Staff Report #127:25)**

WHEREAS, crane inspections and maintenance services are required from time to time for operation and maintenance of facilities owned and operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, effective May 2, 2024, NCPA entered into a Multi-Task General Services Agreement with American Equipment Systems, LLC dba Allied Crane to provide these services for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, this agreement has been primarily used by the Geothermal Facility for crane inspection and maintenance services, and is now running low on funds; and

WHEREAS, NCPA now desires to enter into a First Amendment to the current Multi-Task General Services Agreement to increase the not to exceed amount from \$225,000 to \$750,000 to ensure sufficient funds are available for the remainder of the contract term, and to amend Exhibit B – Compensation to reflect revised 2025 rates; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said First Amendment to the Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$750,000 and amending Exhibit B - Compensation, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025 by the following vote on roll call:

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

\_\_\_\_\_  
JAMES "BO" SHEPPARD  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE A. POLLO  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
AMERICAN EQUIPMENT SYSTEMS, LLC DBA ALLIED CRANE**

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 American Equipment Systems, LLC dba Allied Crane, a California limited liability company, with its office located at 855 North Parkside Drive, Pittsburg, CA 94565 ("Contractor") (together sometimes referred to as the "Parties") as of May 2, 2024 ("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 ten (10) business days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work or begins to perform the Requested Work, then

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

**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](mailto:AcctsPayable@ncpa.com)

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

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

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

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

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

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

- 4.1 Workers' Compensation.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than one million dollars (\$1,000,000.00) per accident. An alternate employer endorsement shall be endorsed to the Workers' Compensation coverage naming Agency as an alternate employer.

**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.** Intentionally omitted.

**4.4 Riggers Liability Insurance.** If the Services involve moving, hoisting, lifting, picking, erecting, lowering, rigging, or use of a crane, Contractor shall maintain Riggers Liability Insurance in an amount not less than the full replacement cost of the property, materials or equipment being moved, hoisted, lifted, picked, erected, lowered, rigged or craned. There shall be no sublimit for the property of others in the Contractor's care, custody or control.

**4.5 Pollution Insurance.** Intentionally omitted.

**4.6 All Policies Requirements.**

**4.6.1 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.

**4.6.2 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.

**4.6.3 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.

**4.6.4 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 4.6.1, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

**4.6.5 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.

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

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

- 5.1 **Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 5.2 **Scope.** Contractor shall indemnify and hold harmless the Agency, and its Commissioners, officers, employees, and agents from and against all losses, claims, damages and expenses arising out of or resulting from performance of Work, provided that such loss, claim, damage, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than to the Work itself) but only to the extent attributable to the negligent or other wrongful acts or omissions of the Contractor, its officers, agents, and employees, except as caused by the active negligence of Agency, and its officers, Commissioners, employees, and agents. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

## **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 thirty (30) 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 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 Generation Services, 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:

Tim Costa  
Division Manager  
American Equipment Systems LLC dba Allied Crane  
855 North Parkside Drive  
Pittsburg, CA 94565

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 sixty (60) 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

AMERICAN EQUIPMENT SYSTEMS LLC  
DBA ALLIED CRANE

Date 5/2/24

Date May 2, 2024

Randy S. Howard  
**RANDY S. HOWARD, General Manager**

Tim Costa  
Tim Costa (May 2, 2024 08:58 PDT)  
**TIM COSTA, Division Manager**

Attest:  
Carrie Co. Poff  
**Assistant Secretary of the Commission**

Approved as to Form:

Jane E. Luckhardt  
**Jane E. Luckhardt, General Counsel**

## **EXHIBIT A**

### **SCOPE OF WORK**

American Equipment Systems, LLC dba Allied Crane ("Contractor") shall provide routine, recurring, and usual maintenance crane services, for the preservation, protection and keeping of facilities in a safe and continually usable condition, as requested by the Northern California Power Agency ("Agency") at any facilities owned and/or operated by the Agency, its Members, Southern California Public Power Authority (SCPPA), or SCPPA Members, including:

- Crane inspections;
- Crane services and maintenance, as needed.

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:

#### **ALLIED CRANE PRICING EFFECTIVE: 01/01/2024**

Straight Time per hour	\$ 145.00
Over time per hour	\$ 195.00
Double/Premium Time per hour	\$ 261.00

#### **ALLIED CRANE RENTAL EQUIPMENT PRICING**

19' Scissor Lift	\$ 200/day
31' Scissor Lift	\$ 300/day
Hand Crank Genie Lift	\$ 75/day
Rented equipment from rental companies	Net Cost Divide By .80
Test Weights	\$25 / Ton /Day
Allied Equipment Trailer	\$ 500 Round Trip
Flatbed Rental	\$ 150.00 / Day
Mileage	Per current IRS rate.
The first 30 miles no charge.	

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

Upon 30 days advance notice and no more than once each calendar year, GEI may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this Agreement.

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,

\_\_\_\_\_  
(Tim Costa, Division Manager)

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

\_\_\_\_\_  
(American Equipment Systems, LLC dba Allied Crane)

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.

Tim Costa  
Tim Costa (May 2, 2024 08:59 PDT)

\_\_\_\_\_  
(Tim Costa, Division Manager)

Dated this May 2, 2024 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: May 2, 2024

Name of Employer

American Equipment Systems DBA Allied Crane

Tim Costa

Tim Costa (May 2, 2024 08:59 PDT)

(Tim Costa, Division Manager )

(Address)

855 North Parkside Drive

Pittsburg, CA 94565

# Allied\_Crane\_ MTGSA\_2023

Final Audit Report

2024-05-02

Created:	2024-05-01
By:	Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtoGyLiPgU6r8_-om_bYkG0oyAc-m4lve

## "Allied\_Crane\_ MTGSA\_2023" History



Document created by Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)

2024-05-01 - 10:03:00 PM GMT- IP address: 66.60.185.199



Document emailed to tim@amquipinc.com for signature

2024-05-01 - 10:04:19 PM GMT



Email viewed by tim@amquipinc.com

2024-05-02 - 3:55:55 PM GMT- IP address: 3.80.81.176



Signer tim@amquipinc.com entered name at signing as Tim Costa

2024-05-02 - 3:59:23 PM GMT- IP address: 12.203.67.98



Document e-signed by Tim Costa (tim@amquipinc.com)

Signature Date: 2024-05-02 - 3:59:25 PM GMT - Time Source: server- IP address: 12.203.67.98



Agreement completed.

2024-05-02 - 3:59:25 PM GMT



Adobe Acrobat Sign



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
AMERICAN EQUIPMENT SYSTEMS, LLC DBA ALLIED CRANE**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and American Equipment Systems LLC dba Allied Crane ("Contractor") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2025.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective May 2, 2024, (the "Agreement") for American Equipment Systems LLC dba Allied Crane to provide crane inspections and maintenance services for the Agency, Agency Members, the 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 Agency now desires to amend Exhibit B entitled "Compensation Schedule and Hourly Fees" to reflect updated rates for the 2025 calendar year; 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 B – COMPENSATION SCHEDULE** is amended and restated to read in full as set forth in the Attached Exhibit B.

///

///

3. 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: \_\_\_\_\_

AMERICAN EQUIPMENT SYSTEMS LLC  
DBA ALLIED CRANE

\_\_\_\_\_  
**TIM COSTA, Division Manager**

Attest:

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

Approved as to Form:

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

## 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:



#### **ALLIED CRANE PRICING EFFECTIVE: 01/01/2025**

Straight Time per hour	\$ 160.00
Over time per hour	\$ 216.00
Double/Premium Time per hour	\$ 288.00

#### **ALLIED CRANE RENTAL EQUIPMENT PRICING**

19' Scissor Lift	\$ 200/day
31" Scissor Lift	\$ 300/day
Hand Crank Genie Lift	\$ 75/day
Rented equipment from rental companies	Net Cost Divide By .80
Test Weights	\$25 / Ton /Day
Allied Equipment Trailer	\$ 500 Round Trip
Flatbed Rental	\$ 250.00 / Day
Mileage	.70 per mile – Per Current IRS Rate

Upon 30 days' advance notice and no more than once each calendar year, Contractor may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this Agreement.

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.



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# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** KenMar Instrumentation Services, LLC – First Amendment to Five Year Multi-Task General Services Agreement for Predictive Maintenance Testing & Vibration Monitoring System Support Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

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

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

### **RECOMMENDATION:**

Approve Resolution 25-24 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with KenMar Instrumentation Services, LLC for predictive maintenance testing service and vibration monitoring system support 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, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

### **BACKGROUND:**

Predictive maintenance testing service and vibration monitoring system support 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 KenMar Instrumentation Services, LLC effective June 25, 2024 for an amount not to exceed \$225,000 for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

This agreement has primarily been used by the Geothermal Facility for the Plant 2 Unit 4 Bently Nevada 3500 Vibration Monitor System Upgrade and is now running low on funds. NCPA desires to enter into a First Amendment to the current Multi-Task General Services Agreement, increasing the not-to-exceed amount from \$225,000 to \$750,000 to ensure sufficient funds are available for the remainder of the contract term. This agreement will continue to be available for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

NCPA has an agreement in place for similar services with RTS Reliability Testing Services, LLC.

### **FISCAL IMPACT:**

Upon execution, the total not to exceed amount of the agreement will increase from \$225,000 to \$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.

### **SELECTION PROCESS:**

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

### **ENVIRONMENTAL ANALYSIS:**

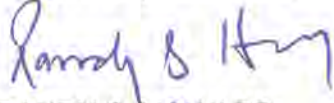
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

**COMMITTEE REVIEW:**

On February 5, 2025, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On February 10, 2025, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (3):

- Resolution 25-24
- Multi-Task General Services Agreement with KenMar Instrumentation Services, LLC
- First Amendment to Multi-Task General Services Agreement with KenMar Instrumentation Services, LLC

**RESOLUTION 25-24**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES  
AGREEMENT WITH KENMAR INSTRUMENTATION SERVICES, LLC**

**(reference Staff Report #128:25)**

WHEREAS, predictive maintenance testing service and vibration monitoring system support services are required from time to time for operation and maintenance of facilities owned and operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, effective June 25, 2024, NCPA entered into a Multi-Task General Services Agreement with KenMar Instrumentation Services, LLC to provide these services for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, this agreement has primarily been used by the Geothermal Facility for the Plant 2 Unit 4 Bently Nevada 3500 Vibration Monitor System Upgrade, and is now running low on funds; and

WHEREAS, NCPA now desires to enter into a First Amendment to the current Multi-Task General Services Agreement to increase the not to exceed amount from \$225,000 to \$750,000 to ensure sufficient funds are available for the remainder of the contract term; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said First Amendment to the Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, increasing the not to exceed amount from \$225,000 to \$750,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025 by the following vote on roll call:

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

\_\_\_\_\_  
JAMES "BO" SHEPPARD  
CHAIR

ATTEST: \_\_\_\_\_  
CARRIE A. POLLO  
ASSISTANT SECRETARY



**MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
KENMAR INSTRUMENTATION SERVICES LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and KenMar Instrumentation Services LLC, a California limited liability company with its office located at 12740 Earhart Avenue, Auburn, CA 95602 ("Contractor") (together sometimes referred to as the "Parties") as of June 25, 2024 ("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](mailto:AcctsPayable@ncpa.com)

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

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

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

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

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

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

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

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

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

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

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

**4.3 Professional Liability Insurance.** 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; and/or

- 8.4.3 Retain a different Contractor to complete the Work not finished by Contractor.

**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 Generation Services, 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:

Margery A. Cook  
President  
KenMar Instrumentation Services LLC  
2945 Bell Road, PMB 259  
Auburn, CA 95603

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 Reserved.**

**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

KENMAR INSTRUMENTATION SERVICES  
LLC

Date 6/25/2024

Date Jun 25, 2024

Marty Hand for  
**RANDY S. HOWARD, General Manager**

MARGERY A. COOK, President

Attest:

Carric Co. Roll  
**Assistant Secretary of the Commission**

Approved as to Form:

Jane E. Luckhardt  
**Jane E. Luckhardt, General Counsel**

## EXHIBIT A

### SCOPE OF WORK

KenMar Instrumentation Services, LLC ("Consultant") shall provide predictive maintenance testing services or vibration monitoring system support as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, its Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Annual Maintenance
- Turnaround Maintenance
- Verification
- Troubleshooting
- Upgrades
- Emergency Call Out
- System Calibration
- System Verification
- Data Collection
- Onsite System Training
- Predictive Maintenance Programs
- Vibration Analysis

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

## EXHIBIT B

### COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all 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:

#### KenMar Instrumentation Services LLC Current US Services Rate Schedule

##### Hourly Base Rates

Travel:	\$100.00
Standby (Off-site, but on-call):	\$100.00
Labor with a Contractual Agreement:	\$195.00
Labor without a Contract:	\$210.00

##### Rate Multipliers for Base Rates

1.0 x Base Rate: Applies to first 8 hours, Monday through Friday - non-holidays only.

1.5 x Base Rate: Applies Monday through Friday after first 8 hours, but less than 12 consecutive hours; and on Saturdays for the first 12 hours onsite non-holidays only.

2.0 x Base Rate: Applies to Sundays, Holidays, and after 12 consecutive hours Monday through Saturday.

##### Expenses

Travel Expenses (Airfare, Lodging, meals)	Cost plus 15%
Per Diem: (10 or more hours, or overnight stay)	\$65/per day
Half-day Per Diem: (less than 10 hours)	\$35/per day
Parts/Materials/Subcontractor:	Cost plus 15%
Mileage:	IRS Rate
Emergency Call Out:	\$500.00

Minimum Charge: Four (4) hours Labor, Travel, Expenses, and Half-day Per Diem.

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,

**Margery Cook**

\_\_\_\_\_  
(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

\_\_\_\_\_  
KenMar Instrumentation Services LLC  
(Company name)

for contract work at:

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

(Project name and location)

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

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

Dated this Jun 25, 2024 day of \_\_\_\_\_, 20\_\_\_\_.

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

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

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

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

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

\_\_\_\_\_

(Signature of officer or agent)

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

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

**NOT APPLICABLE**

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

DATED: \_\_\_\_\_ Name of Employer \_\_\_\_\_  
\_\_\_\_\_  
(Authorized Officer & Title)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_








# Kenmar\_Instrumentation\_Services\_MTGSA\_2024

Final Audit Report

2024-06-25

Created:	2024-06-12
By:	Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqPGRzCJHDuexkopMI7CyyWgu1RAo2_w

## "Kenmar\_Instrumentation\_Services\_MTGSA\_2024" History

-  Document created by Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)  
2024-06-12 - 7:16:57 PM GMT- IP address: 66.60.185.199
-  Document emailed to Margery Cook (margerycook@kenmarllc.com) for signature  
2024-06-12 - 7:17:55 PM GMT
-  Email viewed by Margery Cook (margerycook@kenmarllc.com)  
2024-06-12 - 7:18:48 PM GMT- IP address: 23.122.225.95
-  New document URL requested by Margery Cook (margerycook@kenmarllc.com)  
2024-06-25 - 4:49:18 PM GMT- IP address: 23.122.225.95
-  Email viewed by Margery Cook (margerycook@kenmarllc.com)  
2024-06-25 - 4:50:25 PM GMT- IP address: 23.122.225.95
-  Document e-signed by Margery Cook (margerycook@kenmarllc.com)  
Signature Date: 2024-06-25 - 4:52:00 PM GMT - Time Source: server- IP address: 23.122.225.95
-  Agreement completed.  
2024-06-25 - 4:52:00 PM GMT

**Michelle Schellentrager**

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**From:** Carrie Pollo  
**Sent:** Thursday, June 13, 2024 12:36 PM  
**To:** \*All HQ Staff  
**Subject:** Signature Authority for Randy Howard

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi All,

Randy Howard will be out of the office June 13 – July 3, 2024. During this time Monty Hanks will have signature authority on his behalf.

Thank you,

Carrie Pollo  
*Executive Assistant to the General Manager*

**Northern California Power Agency**  
*A Public Agency*  
651 Commerce Drive  
Roseville, CA 95678-6420  
(916) 781-4202  
(916) 783-7693 FAX  
[www.ncpa.com](http://www.ncpa.com)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
KENMAR INSTRUMENTATION SERVICES LLC**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and KenMar Instrumentation Services LLC ("Contractor") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2025.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective June 25, 2024, (the "Agreement") for KenMar Instrumentation Services LLC to provide predictive maintenance testing services or vibration monitoring system support services at any facilities owned and/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. 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: \_\_\_\_\_

KENMAR INSTRUMENTATION SERVICES  
LLC

\_\_\_\_\_  
**MARGERY A. COOK, President**

Attest:

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

Approved as to Form:

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



18

# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

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

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

\_\_\_\_\_  
\_\_\_\_\_

## **RECOMMENDATION:**

Approve Resolution 25-25 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with American Safety Services, Inc. for rescue response related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

## **BACKGROUND:**

Rescue response related 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 Northern Industrial Construction, Inc., and Rescue Solutions, LLC.

## **FISCAL IMPACT:**

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

## **SELECTION PROCESS:**

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

## **ENVIRONMENTAL ANALYSIS:**

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

## **COMMITTEE REVIEW:**

On February 5, 2025, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On February 10, 2025, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 25-25
- Multi-Task General Services Agreement with American Safety Services, Inc.

**RESOLUTION 25-25**

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

**(reference Staff Report #129:25)**

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

WHEREAS, American Safety Services, Inc. is a provider of these services; and

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

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

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

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025 by the following vote on roll call:

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

\_\_\_\_\_  
JAMES "BO" SHEPPARD  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY



**MULTI-TASK  
GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
AMERICAN SAFETY SERVICES, 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 American Safety Services, Inc., a corporation with its office located at 3215 Fruitvale Avenue, Bakersfield, CA 93308 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2025 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

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

**4.3 Professional Liability Insurance.** 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 Generation Services, 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:

Scott W. King  
Operations Manager  
American Safety Services, Inc.  
3215 Fruitvale Avenue  
Bakersfield, CA 93308  
Scott@americansafetyservices.com

Any written notice to Agency shall be sent to:

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

With a copy to:

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

- 13.9 Professional Seal.** Where applicable in the determination of the Agency, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.
- 13.10 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 13.11 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Contractor agree to resolve the dispute in accordance with the following:
- 13.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
  - 13.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
  - 13.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
  - 13.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
  - 13.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
  - 13.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

AMERICAN SAFETY SERVICES, INC.

Date\_\_\_\_\_

Date\_\_\_\_\_

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

\_\_\_\_\_  
SCOTT W. KING, Operations Manager

Attest:

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

Approved as to Form:

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

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

American Safety Services, Inc. ("Contractor") shall provide rescue response related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, its Members, Southern California Public Power Authority (SCPPA) and SCPPA members.

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

- Confined Space Rescue Support
- Safety Training and Consulting

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:

**Rates:**

<b>Description</b>	<b>ST</b>	<b>OT</b>	<b>DT</b>
1-Man Onsite Technical Rescue/EMT Team	\$95.00/hr	\$142.50/hr	\$190.00/hr
Daily 1-Rescue Equipment Package	\$200 Lump Sum		
Mileage – Port to Port	\$1.15/mile		
Technician Rate Drive to and from Clear Lake	\$45.00/hr		

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

Rates subject to change if Prevailing Rates change.

Upon 30 days advance notice and no more than once each calendar year, Contractor may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this Agreement.

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

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

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

\_\_\_\_\_  
(Company name)

for contract work at:

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

(Project name and location)

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

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

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

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

**NOT APPLICABLE**

**EXHIBIT D**

**CERTIFICATION**

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

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

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

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

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

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

**NOT APPLICABLE**

**EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

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

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

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



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# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** Thermal Engineering International (USA), Inc. – Five Year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies for Condenser Related Support Services and Materials; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

**AGENDA CATEGORY:** Consent

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

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

### **RECOMMENDATION:**

Approve Resolution 25-26 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Thermal Engineering International (USA), Inc. for Condenser Related Services and Materials, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

### **BACKGROUND:**

Condenser-related services and materials 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 has utilized this vendor in the past and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases.

NCPA has agreements in place for similar services with HRST, Inc. and Nooter Eriksen.

### **FISCAL IMPACT:**

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

### **SELECTION PROCESS:**

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

### **ENVIRONMENTAL ANALYSIS:**

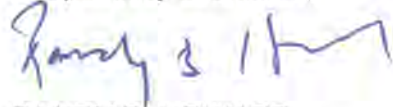
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

### **COMMITTEE REVIEW:**

On February 5, 2025, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On February 10, 2025, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments (2):

- Resolution 25-26
- Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Thermal Engineering International (USA), Inc.

## RESOLUTION 25-26

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT AND AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES WITH THERMAL ENGINEERING INTERNATIONAL (USA), INC.

(reference Staff Report 130:25)

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

WHEREAS, Thermal Engineering International (USA), Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Thermal Engineering International (USA), Inc. to provide such services and materials as needed at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

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

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

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025 by the following vote on roll call:

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

\_\_\_\_\_  
JAMES "BO" SHEPPARD  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE A. POLLO  
ASSISTANT SECRETARY



**MULTI-TASK GENERAL SERVICES AGREEMENT  
AND AGREEMENT FOR PURCHASE OF  
EQUIPMENT, MATERIALS AND SUPPLIES BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND  
THERMAL ENGINEERING INTERNATIONAL (USA), INC**

This agreement for general services and purchase of equipment, materials, and supplies ("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 Thermal Engineering International (USA), Inc., a Delaware corporation, with its office located at 18000 Studebaker Road, Suite 400, Cerritos, CA 90703 ("Contractor") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2025 ("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 equipment, materials, and supplies ("Goods") and/or the range of services ("Services") described in the Scope of Work attached hereto as Exhibit A and incorporated herein (both Services and Goods collectively referred to as "Work" herein). Unless otherwise specified in the applicable Purchase Order, Contractor shall be responsible at its sole expense for delivering the Goods, as further specified herein, to the specified Project Site, DDP, and title shall not pass until the delivery of the Goods according to the delivery term in the Purchase Order. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 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 Services at the site. 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 will include Work directly to the Agency.
- 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 or 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 ten 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, 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 MILLIONS dollars (\$1,000,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

**2.1 Invoices.**

For Services: 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.

For Goods: Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Goods delivered prior to the invoice date. Contractor shall include the number of the Purchase Order which authorized the Goods for which Contractor is seeking payment.

Year end invoicing: Agency's year end is June 30<sup>th</sup> each year. In order to provide timely payment for Services and Goods provided in June, Agency requests expedited invoicing as early as possible in July for any outstanding Services and Goods provided in Agency's previous fiscal year.

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All invoices shall be sent to:

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

- 2.2 Monthly Payment.** Agency shall make payments, based on invoices received, for Work satisfactorily performed and for authorized reimbursable costs incurred, or for delivery of the Goods, per the delivery terms of this Agreement. 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 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 coverage shall provide a limit of \$2,000,000 per occurrence/\$2,000,000 aggregate that can be met through a combination of the policy and an umbrella or excess liability policy. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) or an equivalent on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$250,000. 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 coverage shall provide a limit of \$2,000,000 per each accident that can be met through a combination of the policy and an umbrella or excess liability policy, with a self-insured retention or deductible of no more than \$250,000. 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 amount for General Commercial Liability and automobile liability specified above in Sections 4.2.1 and 4.2.2 shall be supplemented by an umbrella policy for \$1,000,000. Furthermore, the coverage amounts set forth above may be met by a combination of underlying and umbrella policies as long as in combination the limits equal or exceed those stated.

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

**4.4 Pollution Insurance.** Intentionally left blank.

#### **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 4.5, 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 Reserved.**

**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 referred to in 5.2 below, whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

- 5.2** **Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency and its officials, commissioners, officers, employees, and volunteers from and against any and all third-party claims (Agency's employees are considered third parties for purposes of this indemnity), to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor in its performance of Work under this Agreement. Contractor shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

## **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 directly imposed on Agency by a governmental authority due to Contractor's violation of law or regulations 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, as commercially reasonable, fully insured as set forth under Section 4, to Agency's reasonable satisfaction. Contractor must obtain approval from Agency for any subcontractor that cannot meet the insurance requirements stated in this Agreement prior to that subcontractor performing any work.

**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.** Contractor will not be transporting hazardous materials and thus, will not be executing Exhibit D.

**6.6 Maintenance Labor Agreement.** Contractor will not perform construction, repair and/or maintenance projects onsite or as part of a Public Works Contract that would require Contractor to execute Exhibit E

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

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 DIR Registration.** Work conducted on NCPA's site by Contractor is limited to engineering and consulting work that is not associated with a Public Works Project as defined in California statutes or otherwise subject to monitoring by DIR.
- 7.5 This Agreement is limited to procurement of equipment and materials, engineering and consulting services not associated with a formal Public Works project and thus, will not be registered with DIR.**
- 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 work at the Agency's site. 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 at the Agency's site 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 at the Agency' site 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 at the Agency's site, 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 for fines and penalties directly imposed on Agency by a governmental authority due to Contractor's violation of law or regulations 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.

If applicable, 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 at the Agency's site 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 for convenience, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination, including work in progress, the costs of any non-returnable materials purchased by Contractor in connection with the Work, any vendor cancellation charges payable by Contractor as a result of Agency's termination and any other costs or expense directly related to termination, including reasonable overhead, administration and profit; 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 and fails to commence to cure the same within ten (10) days of receipt of written notice thereof from Agency (or such longer time to which Agency agrees), 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.

8.5 **Options upon Breach by Agency.** In the event of a material default of any payment obligations by Agency (which does not include non-payment of any portion of invoices disputed in good faith), Contractor may, and upon written notice providing a ten (10) days cure period, terminate the Agreement for default.

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

- 9.1 **Records Created as Part of Contractor's Performance.** Contractor hereby grants to Agency a non-exclusive, irrevocable (except for breach of this license or non-payment) non-assignable, royalty-free license under all intellectual property rights and other proprietary information embodied in 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 (collectively, the "Deliverables") for the limited purposes of installation, operation and maintenance of the equipment or any components thereof to be supplied by Contractor. Agency acknowledges that the Deliverables shall not be deemed work-for-hire and that Contractor retains the exclusive ownership of all intellectual property rights to the Deliverables. Contractor hereby agrees to deliver those Deliverables 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. While present at the Project site, Contractor shall perform the Work in such a manner as to cause a minimum of interference with the operations of the Agency 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. (a) FOR SERVICES:** Contractor warrants that Services hereunder shall be performed in a workmanlike manner in accordance with prudent electrical utility standards and with the degree of skill, competence and care customarily exercised by a skilled service provider under similar circumstances. The Services shall be free from defects and conform with applicable codes and standards and any technical requirements specified in a Purchase Order. Contractor shall perform Services in accordance with applicable federal, state, and local laws, rules and regulations of this Agreement. The warranty for Services shall apply for a period of twelve (12) months from Contractor's completion of the Services.

**(B) FOR GOODS:** Contractor warrants that all Goods are free from defects in material or workmanship; are new, of good quality and workmanship, and free from defects; are suitably safe and sufficient for the purpose expressly stated in the technical requirements in any specification under this Agreement; and are not subject to any liens or encumbrances, provided Agency has made all payment due to Contractor under this Agreement. Contractor shall provide all Goods in accordance with any technical requirements and/or specifications included in a Purchase Order, all with the degree of high quality and workmanship expected from skilled service provider in the electric power industry engaged in the practice of providing materials and supplies of a similar nature. The warranty for Goods shall apply for a period of twelve (12) months from the date of delivery of the Goods to the Agency.

- 11.2 Deficiencies in Work. (A) FOR SERVICES:** Contractor shall be obligated at its own expense to reperform, upon receipt of Agency's written notice, all further work which may be required to correct any deficiencies which result from Contractor's failure to perform any work in accordance with 11.1 (A) above. **(B) FOR GOODS:** If the equipment provided by Contractor under this Agreement fails due to defects in material and/or workmanship, Contractor shall, at its own expense and option, upon any reasonable written notice from Agency, replace or repair the defective Goods to conform with 11.1 (B) above. The foregoing shall be Contractor's sole liability and Agency's sole and exclusive remedy for breach of such warranty in 11.1 (B) or for other claims arising under this Agreement for defective Work for any cause whatsoever. Removal and reinstallation expense and/or work and transportation costs are not part of this warranty and are to Agency's account unless Contractor was paid to perform such removal and/or installation as part of the Work and/or if transportation costs were included in the cost of the Goods. Items of equipment or material repaired, rebuilt or modified by Agency or other third party without Contractor's consent carries no warranty, either express or implied. This warranty does not cover the effects of: (a) normal

wear or abuse of the equipment; (b) abrasion, fouling, accident, erosion or corrosion (unrelated to Contractor's design), wet steam impingement, pulsation or vibration in excess of the specifications; (c) repairs or modifications that were not authorized by the Contractor; (d) improper storage, installation, operation or maintenance; or (e) operation under conditions other than in accordance with specifications or good industry practice and recognized engineering standards. This warranty is conditioned upon prompt notice of the particular defect within 7 days of discovery, free and clear access to the Work at the installation site unless Contractor was paid to create free and clear access to the Work at the installation site, and no further damage to the equipment from acts of Agency or third parties after discovery of the defects. CONTRACTOR MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED EXCEPT AS SET FORTH IN THE ORDER. THIS WARRANTY IS SOLE AND EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

**11.3** [Not used]

**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, as commercially reasonable, 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.

### **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 the Assistant General Manager, Generation Services, 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:

Thermal Engineering International (USA), Inc.  
Attention: Legal Department  
4 Centerpointe Drive, Suite 400  
La Palma, CA 90623

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.
- 13.16 Force Majeure.** Either party shall not be liable as a result of any delay in performing its obligation or any cause which is beyond the reasonable control of the affected party, whether of a similar or dissimilar nature ("Force Majeure Event"). Within 7 days of becoming aware of the occurrence of a Force Majeure Event, the affected Party will provide the other Party written notice of the occurrence of such Force Majeure Event related to a Purchase Order, including supporting evidence. Such affected Party's obligations under the Purchase Order will be suspended for the duration of the Force Majeure Event. Should the Force Majeure Event last longer or is expected to last longer than 30 days, Agency and Contractor shall meet and confer on potential alternative solutions and regardless of the discussions, Agency may terminate the Purchase Order for convenience. Within 7 days of the end of the Force Majeure Event, the affected Party will remedy such situation and resume the full performance of its obligations under this Agreement and the applicable Purchase Order. A Force Majeure Event shall entitle the affected Party to a schedule extension for the amount of time necessary to overcome the delay as long as Contractor has provided a schedule for completion of the Work that is acceptable to Agency in Agency's reasonable discretion. Such affected Party will continue performance of any obligation not affected by the Force Majeure Event.
- 13.17 Limitations of Liability.** In no event shall either party hereto be liable to the other party for consequential, special or indirect damages, including but not limited to damages or losses due to business interruption, loss of reputation, loss of anticipated profits or anticipated revenue, or cost of capital. Except for (i) Contractor's indemnity obligations under Sections 5 and 6 above or (ii) damages incurred by Agency arising out of Contractor's gross negligence, willful misconduct or fraud, Contractor's liability to Agency for physical work on including new parts or a new condenser will be limited to proceeds of insurance not to exceed the insurance limits contained in Section 4 of this Agreement. Except for personal injury or property damage to third parties, in no event shall Contractor's aggregate liability to Agency for inspection services exceed the value of the Purchase Order under which the inspection occurred.

The term "gross negligence" means an act or omission: (a) which when viewed objectively from the standpoint of the actor at the time of its occurrence involves an extreme degree of deliberately assumed risk, considering the probability and magnitude of the potential harm to others; and (b) of which the actor has actual, subjective awareness of the risk involved, but nevertheless proceeds with conscious indifference to the rights, safety, or welfare of others.

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

NORTHERN CALIFORNIA POWER AGENCY

THERMAL ENGINEERING  
INTERNATIONAL (USA), INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
**KEN D. MURAKOSHI**  
President

Attest:

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

Approved as to Form:

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

## **EXHIBIT A**

### **SCOPE OF WORK**

Thermal Engineering International (USA), Inc. ("Contractor") shall provide condenser related services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA.

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

- Field technical assistance (FTA) on condenser related maintenance and modifications
- Visual Inspections
  - Condenser
  - Shell & Tube Heat Exchanger
- Non Destructive Examinations (NDE)
  - Ultra Sonic Testing (UT)
  - Phase Array Ultrasonic Testing (PAUT)
  - Eddy Current Testing (ECT)
  - Remote Field Testing (RFT)
  - Vacuum Leak Testing
- Engineering and Design
- Component Purchases (regular and routine)
  - Condenser
  - Condenser Tubes
  - Tube Stakes
  - Stainless Steel Shields
  - Carbon Steel Impingement Angles for Tubes

At the request of Agency, Contractor shall also supply:

- Parts as requested.

Activities not allowed:

1. Contractor shall not transport hazardous materials to the site that would require Contractor to execute Exhibit D.
2. Contractor shall not perform construction, repair and/or maintenance projects onsite or as part of a Public Works Contract that would require Contractor to execute Exhibit E.
3. No project under this Agreement shall include Work that would qualify as a Public Works Project under the California Public Contract Code.
4. Work conducted on NCPA's site by Contractor is limited to engineering and consulting work that is not associated with a Public Works Project as defined in California statutes or otherwise subject to monitoring by DIR.

## 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:



TIME AND MATERIAL HOURLY RATES				
Proposal No.				
Owner				
Plant				
Valid From	7/24/2024	Valid Until	12/31/2024	
<b>LABOR RATES</b>				
	Straight Time	Overtime	Doubletime	Per Diem
Field Technician Labor	\$120.00	\$180.00	\$240.00	\$75.00
Field Technician Specialist Labor	\$134.00	\$201.00	\$268.00	\$75.00
Field Service Engineer	\$178.00	\$267.00	\$356.00	\$75.00
Project Management	\$198.00	\$297.00	\$396.00	\$75.00
Project Design Engineering	\$178.00	\$267.00	\$356.00	\$75.00
Design Drafting	\$127.00	\$190.50	\$254.00	\$75.00
Procurement	\$108.00	\$162.00	\$216.00	\$75.00
Quality Engineer	\$134.00	\$201.00	\$268.00	\$75.00
Safety Professional	\$120.00	\$180.00	\$240.00	\$75.00
Administration	\$68.00	\$102.00	\$136.00	\$75.00
<b>NOTES</b>				
1. The straight time rate is based on a normal work day defined as an eight (8) hours per day, forty (40) hours per week, Monday - Friday.				
2. All time worked in excess of 8 hours per day, or forty (40) hours per week, Monday - Friday will be at the overtime rate. All time worked on Saturday will be at the overtime rate. All time worked on Sundays and holidays will be at the double time rate.				
3. Travel time will be billed in accordance with Notes 1 and 2 above.				
4. Per Diem will be paid daily, only to those employees living outside of a fifty (50) mile radius of the plant location.				
5. Report preparation time, when authorized, will be invoiced at the daily base rate, pro-rated on actual hours incurred.				

Services will be quoted at the time they are requested.

Upon 30 days' advance notice and no more than once each calendar year, Contractor may increase rates for new Purchase Orders. If NCPA does not accept the increased rates, NCPA may terminate this Agreement.

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

Thermal Engineering International (USA), Inc.

(Company name)

for contract work at

---

(Project name and location)

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

---

(Signature of officer or agent)

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

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

**NOT APPLICABLE - EXHIBIT D**

**CERTIFICATION**

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

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

(Name of person signing affidavit)(Title)

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

\_\_\_\_\_

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

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

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

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

**NOT APPLICABLE - EXHIBIT E**

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

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

The undersigned hereby certifies and agrees that:

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

DATED: \_\_\_\_\_ Name of Employer \_\_\_\_\_  
\_\_\_\_\_  
(Authorized Officer & Title)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_




# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** First Amendment to RFI Enterprise, Inc. dba RFI Communication & Security Systems Multi-Task General Services Agreement Accepting Assignment to Pavion Corp.; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA) and SCPPA Members

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Monty Hanks 	<b>METHOD OF SELECTION:</b>
	Assistant General Manager/CFO	N/A
<b>Division:</b>	Administrative Services	
<b>Department:</b>	General Services	

## IMPACTED MEMBERS:

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

*If other, please specify*

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## **RECOMMENDATION:**

Approve Resolution 25-31 authorizing the General Manager or his designee to enter into a First Amendment to the five-year MTGSA with RFI Enterprises, Inc. dba RFI Communication & Security Systems for integrated security services, accepting the company name change to Pavion Corp. The five-year term and not-to-exceed amount of \$500,000 will remain unchanged, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

## **BACKGROUND:**

RFI Enterprise, Inc. dba RFI Communications and Security Systems provides NCPA with physical security, intrusion, card access, video surveillance, visitor management, and alarm monitoring services. These activities are intended to provide a safe and secure environment for NCPA employees and properties.

On February 2, 2021, NCPA entered into a five-year Multi Task General Services Agreement with RFI Enterprise, Inc. dba RFI Communications & Security Systems, for an amount not to exceed \$500,000. On December 31, 2024, RFI Enterprise, Inc. dba RFI Communications and Security Systems notified NCPA that effective February 1, 2025, RFI Enterprise, Inc. dba RFI Communications & Security Systems will be merged into Pavion Corp.

## **FISCAL IMPACT:**

The five-year term and not-to-exceed amount of \$500,000 will remain unchanged. All purchase orders issued pursuant to 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 of the California Environmental Quality Act. No environmental review is necessary.

## **COMMITTEE REVIEW:**

On February 5, 2025, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On February 10, 2025, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

## **Attachments:**

- Resolution 25-31
- First Amendment to MTGSA with RFI Communication & Security Systems Accepting Assignment to Pavion Corp.

## RESOLUTION 25-31

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES AGREEMENT WITH RFI ENTERPRISES, INC, DBA RFI COMMUNICATION AND SECURITY ACCEPTING ASSIGNMENT TO PAVION CORP.

(reference Staff Report #136:25)

WHEREAS, on February 2, 2021, NCPA entered into a five-year Multi Task General Services Agreement with RFI Enterprise, Inc. dba RFI Communications & Security Systems, for an amount not to exceed \$500,000; and

WHEREAS, on December 31, 2024, RFI Enterprise, Inc. dba RFI Communications and Security Systems notified NCPA that effective February 1, 2025, RFI Enterprise, Inc. dba RFI Communications & Security Systems will be merged into Pavion Corp; and

WHEREAS, due to the merger and name change the Agency now desires to amend the agreement accepting the name change to Pavion Corp; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves Resolution 25-31 authorizing the General Manager or his designee to enter into a First Amendment to the five-year MTGSA with RFI Enterprises, Inc. dba RFI Communication & Security Systems for integrated security services, accepting the company name change to Pavion Corp. The five-year term and not-to-exceed amount of \$500,000 will remain unchanged, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote on roll call:

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

\_\_\_\_\_  
JAMES "BO" SHEPPARD  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE A. POLLO  
ASSISTANT SECRETARY



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN  
THE NORTHERN CALIFORNIA POWER AGENCY AND RFI ENTERPRISES, INC dba RFI  
COMMUNICATIONS & SECURITY SYSTEMS ACCEPTING ASSIGNMENT TO PAVION CORP.**

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Pavion Corp. ("Contractor") (collectively referred to as "the Parties") as of \_\_\_\_\_, 2025.

WHEREAS, the Agency and RFI Enterprises, Inc. dba RFI Communications & Security Systems entered into a Multi-Task General Services Agreement dated effective February 2, 2021, (the "Agreement") for Contractor to provide security and communication solution services at any facilities owned and/or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members; and

WHEREAS, effective February 1, 2025, RFI Communications and Security Systems will be merged into Pavion Corp. and the Parties now desire to amend the agreement to reflect this company name change; and

WHEREAS, the Parties now desire to amend Section 13.8 entitled "Notices" of the Agreement to reflect the change of the Contractor's name; and

WHEREAS, the Parties now desire to amend Exhibit A entitled "Scope of Services" of the Agreement to reflect the change of the Contractors name; and

WHEREAS, the Parties now desire to amend Exhibit C entitled "Affidavit of Compliance for Contractors" of the Agreement to reflect the change of the Contractor's name; 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. **As of this Amendment Effective Date**, the preamble to the Agreement is replaced in its entirety as follows:

"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 Pavion Corp., a corporation, with its office located at 4151 Lafayette Center Drive, Suite 700, Chantilly, VA 20151 ("Contractor") (together sometimes referred to as the "Parties") as of February 2, 2021 ("Effective Date") in Roseville, California."

2. **Section 13.8 Notices is replaced in its entirety as follows:**

3. **13.8 Notices.**

Any written notice to Contractor shall be sent to:

Todd Byer  
Region General Manager, West  
Pavion Corp.  
4151 Lafayette Center Drive, Suite 700  
Chantilly, VA 20151

Any written notice to the Agency shall be sent to:

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

With a copy to:

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

4. **Exhibit A – SCOPE OF SERVICES** is amended and restated to read in full as set forth in the Attached Exhibit A.

5. **Exhibit C – CERTIFICATION – Affidavit of Compliance for Contractors** is amended to include Pavion Corporation and shall be executed as set forth in the attached Exhibit C.

6. Agency hereby approves the name change of the Agreement from RFI Enterprises, Inc. dba RFI Communications & Security Systems to Pavion Corp., Contractor.

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NORTHERN CALIFORNIA POWER AGENCY

PAVION CORP.

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

\_\_\_\_\_  
**TODD BYER, Region General Manager, West**

Attest:

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

Approved as to Form:

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

## **EXHIBIT A**

### **SCOPE OF WORK**

PAVION CORP. ("Contractor") shall perform the following services, not including work requiring bidding under the California Public Contract Code, as requested by the Northern California Power Agency ("Agency") at all NCPA locations and Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members, including, without limitation:

- Video surveillance and analytics
- Digital and network video recorders
- Access control systems
- Photo ID and card management
- Intrusion and alarm systems
- Perimeter protection
- Network infrastructure
- IP and cellular based infrastructure
- Field service and support
- Fire/Life safety
- Maintenance
- Inspections

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

**EXHIBIT C**

**CERTIFICATION**

**Affidavit of Compliance for Contractors**

I,

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

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

\_\_\_\_\_  
(Company name)

for contract work at:

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

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

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

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

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



# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** Nexant Cost Allocation Model Update for Fiscal Year 2026

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Monty Hanks 	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	N/A
<b>Division:</b>	Administrative Services	
<b>Department:</b>	Power Settlements	

## IMPACTED MEMBERS:

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

*If other, please specify*

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**RECOMMENDATION:**

Approve Resolution No. 25-34 adopting the annual updates to the Nexant Model to allocate budgeted costs to members for Fiscal Year 2026.

**BACKGROUND:**

The NCPA Commission accepted and approved the Nexant Power Management Allocation Study Phase IIa Report ('Final Report') on January 28, 2010, as part of Resolution 10-16. This study, supervised by the Facilities Committee, determined the methodology for allocating various program costs related to Power Management, Settlements, Risk Management and information system activities using a Nexant Cost Allocation Spreadsheet Model (otherwise commonly referred to as the "Nexant Model"). The Power Management and Administrative Services Agreement governs any changes or modifications to the model.

Pursuant to the Power Management and Administrative Services Agreement, costs attributed to Power Management and Administrative Services for the Fiscal Year 2026 Annual Budget are allocated to members in accordance with the Nexant Model. This model has been in place at NCPA for the past sixteen budget cycles and is updated each year as part of the annual budget process. The Nexant Model methodology was developed to allocate budgeted costs based on, among other things, defined allocation parameter percentages and determinants that are intended to correspond to the amount of time and effort required by NCPA staff to perform scheduling coordination services to Members. Determinants prescribed by the Nexant studies for use in the Nexant Model include operating data such as plant generating capacity measured in megawatts, Members' metered electricity demand measured in megawatt hours, resource energy schedules associated with daily, hourly and real time market activities, and members' respective bilateral contract deal counts and hourly counts. The set of determinants used as allocators for Fiscal Year 2026 incorporates data from the previous year, which in this case uses calendar year 2024 data, with respect to scheduling and resource operating data.

Staff recommends that updates to the model using calendar year 2024 operating data be adopted without any further modification to the Nexant Model. Staff has reviewed and determined that the allocated results from the model positively correlate to operational events during the past calendar year and correspond with the amount of time and effort required by staff to perform scheduling coordination services to Members.

**FISCAL IMPACT:**

The annually updated Nexant determinants will result in a change to all members' allocated shares of Power Management costs in varying amounts. Table 1 of Appendix A provides indicative changes in allocated Nexant Power Management costs to members based on current Fiscal Year 2025 budget after applying updated Calendar Year 2024 determinants to the model.


**ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

Staff provided an informational presentation to Facilities Committee meeting participants at the January 8, 2025 meeting to discuss preliminary Nexant Model results and the underlying causal factors attributable to the changes. On February 5, 2025, the Facilities Committee reviewed the final version of the Nexant Model and unanimously endorsed recommendation for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", is written over the printed name.

RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 25-34
- Table – Appendix A

## Appendix A

**Table 1:** The table below represents indicative, allocated Nexant Power Management Costs to members and participants for FY 2026 based on the final version of updated calendar year 2024 data and using current Fiscal Year 2025 budgeted costs for comparison purposes, as presented at the February 5, 2025 Facilities Committee meeting. Note: a positive / (negative) value in the last column represents an indicative increase / decrease to a member's cost, respectively.

Member Name	FY 2025 Total Power Mgmt	FY 2026 Total Power Mgmt	Increase (Decrease)
Alameda	\$1,488,526	\$1,503,540	\$15,014
BART	\$1,200,009	\$1,115,413	(\$84,597)
Biggs	\$107,877	\$112,532	\$4,655
Gridley	\$166,965	\$171,626	\$4,661
Healdsburg	\$317,763	\$341,658	\$23,895
Lodi	\$1,742,313	\$1,733,055	(\$9,258)
Lompoc	\$610,138	\$675,700	\$65,562
Palo Alto	\$2,631,596	\$2,515,157	(\$116,440)
Plumas Sierra	\$446,554	\$421,977	(\$24,576)
Port of Oakland	\$494,075	\$479,841	(\$14,234)
Roseville	\$888,178	\$909,299	\$21,121
Santa Clara	\$6,138,086	\$6,218,583	\$80,497
Turlock Irrigation District	\$191,041	\$207,797	\$16,756
Ukiah	\$499,435	\$505,745	\$6,310
	\$16,922,558	\$16,911,924	(\$10,634)
Direct to Programs - LEC	\$1,849,850	\$1,860,484	\$10,634
FY 2025 Power Mgmt Budget	\$18,772,408	\$18,772,408	(\$0)

## RESOLUTION 25-34

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY ADOPTING UPDATED NEXANT COST ALLOCATION MODEL INPUT DETERMINANTS FOR FISCAL YEAR 2026

(reference Staff Report #140:25)

WHEREAS, the NCPA Commission accepted and approved the Nexant Power Management Allocation Study Phase IIa Report ('Final Report') on January 28, 2010 to establish cost allocation of Power Management and certain Administrative Services related activities among the members; and

WHEREAS, staff has reviewed calendar year 2024 data for input into the Nexant Cost Allocation Model for Fiscal Year 2025 and recommends that the updated Nexant Model be adopted without any further modification in order to allocate certain budgeted costs to members for Fiscal Year 2026; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts the updated Nexant Cost Allocation Model determinants as inputs into the Nexant Power Management Cost Allocation Model in order to allocate budgeted costs to members for Fiscal Year 2026.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote on roll call:

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

\_\_\_\_\_  
JAMES "BO" SHEPPARD  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE A. POLLO  
ASSISTANT SECRETARY




# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** Approval of the Northern California Power Agency's Liability Insurance Program  
Renewal for March 2025 to March 2026

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Monty Hanks  Assistant General Manager/CFO	<b>METHOD OF SELECTION:</b>	N/A
<b>Division:</b>	Administrative Services	<i>If other, please describe:</i>	
<b>Department:</b>	Risk Management		

## IMPACTED MEMBERS:

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

*If other, please specify*

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## RECOMMENDATION:

Approve Resolution 25-32 authorizing the General Manager or his designee to negotiate and bind the Liability Insurance program for the term starting March 1, 2025, and ending March 1, 2026, at a not-to-exceed premium of \$2,730,000 (\$2,500,000 NCPA and \$230,000 LEC) for the Northern California Power Agency and Lodi Energy Center.

## BACKGROUND:

Alliant Insurance Services has aggressively marketed the primary liability program to ensure best-in-class pricing, terms, and conditions. Staff diligently answered questions, provided supporting data, and engaged directly with insurance underwriters to keep premium increases to a minimum.

Wildfire coverage continues to be a challenging risk for NCPA to insure, especially after the recent fires in Southern California. Staff met with underwriters from AEGIS and presented the Agency's Wildfire Mitigation Plan and robust vegetation management efforts. During this meeting, AEGIS indicated that accounts with wildfire risk should be rated at a 10% rate online, or \$100k/\$1M of coverage; NCPA's current rate online is \$45,715/\$1M. AEGIS did not indicate a timeframe for this adjustment, but the Agency should expect increases over the next several years.

Alliant Insurance Services also obtained a quote for an additional \$15M in Wildfire Coverage, bringing the Agency's total coverage to \$50M. As mentioned previously, AEGIS is seeking a rate of \$100k/\$1M in coverage. AEGIS would apply this rate to the Agency's program instead of adding the additional coverage at the current rate. This would result in a premium of \$5,000,000, a substantial increase over the expiring premium. Staff recommends not adding this increased coverage and instead exploring other options, such as insurance captives, to increase wildfire coverage capacity.

Due to the hardening market, inflationary pressures, and increased loss frequency and severity, the remaining lines of the Excess Tower, not including Workers' Compensation, will see premium increases between 15% and 32%. Staff recommends establishing a not-to-exceed of \$2,500,000 to provide sufficient headroom for the General Manager to bind coverage should any unexpected changes occur.

Coverage	2024 Actuals	2025 Estimates	Increase (%)
Auto Liability	64,995	75,000	15%
Workers' Compensation	265,580	300,000	13%
AEGIS- \$35M x \$200k	1,450,000	1,680,000	16%
EIM- \$25M x \$35M	235,853	290,000	23%
Ironshore- \$15M x \$60M	117,000	155,000	32%
<b>NCPA TOTAL: \$</b>	<b>2,133,428</b>	<b>\$ 2,500,000</b>	

Since LEC has no transmission lines and is not in one of CPUC's wildfire threat zones, liability insurance is more cost-effective in a separate policy. Alliant estimates an increase of 15% to the program for LEC. Staff recommends establishing a not-to-exceed of \$230,000 to provide sufficient headroom for the General Manager to bind coverage should any unexpected changes occur.

Coverage	2024 Actuals	2025 Estimates	Increase (%)
AEGIS- \$35M x \$200k	200,000	230,000	15%

#### **FISCAL IMPACT:**

The total cost to renew the Liability Insurance program is estimated not-to-exceed \$2,730,000 (\$2,500,000 NCPA and \$230,000 LEC). This amount is already included in the Risk Management budget; no budget augmentation is required.

#### **ENVIRONMENTAL ANALYSIS:**

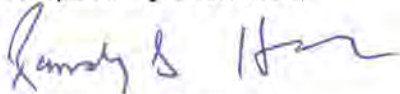
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is, therefore, not a "project" for purposes of Section 21065, the California Environmental Quality Act. No environmental review is necessary.

#### **COMMITTEE REVIEW:**

On February 5, 2025, the Facilities Committee reviewed and endorsed the recommendation for Commission approval.

On February 10, 2025, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 25-32

**RESOLUTION 25-32**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING THE LIABILITY INSURANCE PROGRAM RENEWAL  
FOR MARCH 2025 TO MARCH 2026**

**(reference Staff Report #137:25)**

WHEREAS, the Agency utilizes the insurance brokerage services of Alliant Insurance Services, Inc. to market and place the Agency's insurance programs. Each insurance policy and the related insurance market conditions are reviewed and marketed as required to qualified insurers experienced in underwriting the applicable insurance risk; and

WHEREAS, the Agency's Liability Program is comprised of Excess Liability Insurance, including wildfire coverage, Business Automobile Insurance for the Agency's fleet, and Worker's Compensation Insurance; and

WHEREAS, the underwriters have provided premium indications for the Liability Insurance programs; and

WHEREAS, to negotiate coverage of the policies, this action grants the authority to the General Manager to bind coverage with a not-to-exceed premium totaling \$2,730,000 (\$2,500,000 for NCPA, \$230,000 for Lodi Energy Center) for the March 2025 to March 2026 policy year; and

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

NOW, THEREFORE BE IT RESOLVED that the Commission of the Northern California Power Agency approves granting the authority to the General Manager to bind coverages at the proposed not-to-exceed premium of \$2,730,000 for the March 2025 to March 2026 policy year.

PASSED, ADOPTED, and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote on roll call:

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

\_\_\_\_\_  
JAMES "BO" SHEPPARD  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE A. POLLO  
ASSISTANT SECRETARY



# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** Approval of the Combustion Turbine Project Number Two (CT2) Repower Project Reimbursement Resolution

**AGENDA CATEGORY:** Consent

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

## IMPACTED MEMBERS:

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

*If other, please specify*

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## **RECOMMENDATION:**

Approve Resolution 25-33 stating NCPA's "official intent" to reimburse the Participants from future bond proceeds associated with the CT2 Repower Project.

## **BACKGROUND:**

The Commission approved the Second Phase Agreement for the CT2 Repower Project at its January 23, 2025 meeting. This action directed NCPA to develop surveys, preliminary investigations, cost estimates, project schedules, and other studies required to complete the CT2 Repower Project, including NCPA to develop, issue, and select equipment through requests for proposals and place deposits on long lead-time equipment to obtain queue positions in the factory for production. Total project costs associated with the Second Phase Agreement activities are estimated at approximately \$5,118,964. NCPA was authorized to use certain Participant funds for these activities.

Federal tax regulations generally provide that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made before the date of issuance of such debt unless specific procedures are followed, one of which is a requirement that (with certain exceptions), before the payment of any such expenditure, the issuer declares an intention to reimburse such expenditures. The attached resolution states the Agency's "official intent" to reimburse the Participants from bond proceeds for certain expenditures associated with the estimated total project cost, including contingencies. Should NCPA and the Participants advance to a Third Phase Agreement, this action preserves the right to reimburse the Participants from the proceeds of tax-exempt bonds that would be sold in the future. This action does not obligate the Agency to issue bonds but merely preserves the right to recover any spent funds through a future bond sale.

While the total cost of the CT2 Repower Project is currently estimated at \$50 million, a maximum not to exceed value for debt issuance is a required component of the proposed declaration of intent resolution. Given a market of increasing costs and inflation, the proposed amount is set conservatively at \$75 million.

## **FISCAL IMPACT:**

Approving the Reimbursement Resolution has no fiscal impact. This approval preserves the right to recover any project funds spent from the proceeds of tax-exempt bonds that would be sold at a later date.

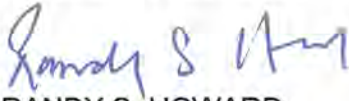
## **ENVIRONMENTAL ANALYSIS:**

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

## **COMMITTEE REVIEW:**

On February 11, 2025, the Finance Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments: Resolution 25-33

## **RESOLUTION 25-33**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY REGARDING INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS**

**(reference Staff Report #139:25)**

WHEREAS, the Northern California Power Agency ("NCPA") is a public entity duly organized and existing pursuant to the Amended and Restated Northern California Power Agency Joint Powers Agreement, dated as of January 1, 2008, as supplemented (the "Agreement") and the Joint Exercise of Powers Act constituting Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California; and

WHEREAS, NCPA and certain of its Members (capitalized terms used herein not otherwise defined shall have the meanings given such terms in the Agreement), namely, the City of Lodi, the City of Lompoc and the City of Roseville (each, a "Participant" and collectively, the "Participants") are interested in having NCPA undertake certain activities in furtherance of the development of a potential project to repower the existing NCPA Combustion Turbine Project Number Two (the "CT2 Repower Project") to extend the period of time during which the Combustion Turbine Project Number Two can operate to meet the electric demands of the Participants and their electric customers; and

WHEREAS, in the event that NCPA and the Participants determine to undertake the CT2 Repower Project following the completion of the initial development activities with respect thereto, NCPA and the Participants are contemplating the sale and issuance by NCPA of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations") to finance the costs of developing, designing, acquiring, constructing and installing the CT2 Repower Project; and

WHEREAS, NCPA and the Participants desire to pay certain costs with respect to the CT2 Repower Project from available moneys of NCPA and the Participants prior to the issuance of the Obligations and to reimburse NCPA and the Participants for such costs from a portion of the proceeds of the sale of the Obligations; and

NOW, THEREFORE, BE IT RESOLVED by the Commission of the Northern California Power Agency, as follows:

SECTION 1. Each of the above recitals is true and correct.

SECTION 2. NCPA reasonably expects, and hereby states its intention, to reimburse itself and the Participants for costs of the CT2 Repower Project incurred prior to the issuance of the Obligations with proceeds of the Obligations. Exhibit A describes the general character, type, purpose and function of the CT2 Repower Project.

SECTION 3. The reasonably expected maximum principal amount of the Obligations that is anticipated to be used for such reimbursement is \$75,000,000.

SECTION 4. Except as described in Section 8 below, this resolution is being adopted not later than 60 days after the payment of the original expenditures (the "Expenditures Date or Dates").

SECTION 5. Except as described in Section 8 below, the expected date of issue of the Obligations will be within 18 months of the later of: (a) the Expenditure Date or Dates; or (b) the date that the CT2 Repower Project is placed in service; provided that the reimbursement may not be made more than three years after the Expenditure Date or Dates.

SECTION 6. Proceeds of the Obligations to be used to reimburse NCPA or the Participants for costs of the CT2 Repower Project are not expected to be used, within one year of reimbursement, directly or indirectly to pay debt service with respect to any obligation (other than to pay current debt service coming due within the next succeeding one year period on any tax-exempt obligation of NCPA (other than the Obligations)) or to be held as a reasonably required reserve or replacement fund with respect to an obligation of NCPA or any entity related in any manner to NCPA, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

SECTION 7. This Resolution is consistent with the budgetary and financial circumstances of NCPA and the Participants as of the date hereof. No moneys from sources other than the Obligations are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by NCPA (or any related party) pursuant to their budget or financial policies with respect to the CT2 Repower Project costs. To the best of its knowledge, this Commission is not aware of the previous adoption of official intents by NCPA that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 8. The limitations that are described in Sections 4 and 5 above do not apply to: (a) costs of issuance of the Obligations; (b) an amount not in excess of the lesser of \$100,000 or five percent (5%) of the proceeds of the Obligations; or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the CT2 Repower Project for which the preliminary expenditures were incurred.

SECTION 9. This resolution is adopted as a Declaration of Official Intent of NCPA in order to comply with Treasury Regulation § 1.150-2 for purposes of Sections 103, and 141 to 150 of the Internal Revenue Code of 1986, as amended and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of NCPA and Participant expenditures incurred prior to the date of issue of the Obligations, is part of NCPA's official proceedings, and will be available for inspection by the general public at the main administrative office of NCPA. NCPA reasonably expects that certain of the costs of the Project will be reimbursed with the proceeds of the Obligations.

SECTION 10. This Resolution shall take effect immediately upon its adoption.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025 by the following vote on roll call:

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

\_\_\_\_\_  
JAMES "BO" SHEPARD  
CHAIR

ATTEST: \_\_\_\_\_  
CARRIE A. POLLO  
ASSISTANT SECRETARY

## EXHIBIT A

The CT2 Repower Project includes costs associated with the development of surveys, preliminary investigations, cost estimates, project schedules, and other studies required to complete the CT2 Repower Project. Associated costs also relate to the development, issuance, and selection of equipment through requests for proposals, and to place deposits on long lead time CT2 Repower Project equipment to obtain queue positions in the factory for production. CT2 Repower Project costs also include any other related capital costs.



# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** Update Administrative General Wage Schedule to Include Revised Accounting Clerk Series

**AGENDA CATEGORY:** Consent

<b>FROM:</b>	Brynna Bryant	<b>METHOD OF SELECTION:</b>
	Human Resources Manager	N/A
<b>Division:</b>	Administrative Services	<i>If other, please describe:</i>
<b>Department:</b>	Human Resources	

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

## **RECOMMENDATION:**

Approve Resolution 25-37 authorizing the General Manager to update the Administrative General Wage Schedule to include the revised Accounting Clerk Series I-V.

## **ISSUE:**

Publicly available pay schedules are required by CalPERS and are a critical component to verify all members' pay rates in accordance with subdivision (a) of CCR section 570.5. The revised Accounting Clerk Series I-V was included in the approved Fiscal Year 2025 budget. The Accounting Clerk Series was not included in the Administrative General Wage Schedule, pending updated job descriptions, career progression metrics, and written general and technical competencies. That work has now been completed and is ready for implementation.

## **BACKGROUND:**

In accordance with NCPA Policies and Procedures section 402. Classifications: Authorized positions shall be allocated to the appropriate class in accordance with the knowledge, skills, and responsibilities of its assigned duties. Positions shall be classified by the Human Resources Manager.

The classification process includes job analysis and documentation via a job study and job description that has been reviewed and approved by the appropriate Supervisor, Manager, Assistant General Manager, and Human Resources Manager.

When a new position is authorized by the Commission, the Human Resources Manager will recommend the proper assignment of such position to an appropriate class in the classification plan, or when appropriate, a new class.

After carefully reviewing the existing job descriptions and duties within the Accounting Clerk Series, it was determined that the Accounting Clerk I-III classifications have changed in job scope and evolved to include more robust monitoring, accounting, reporting, analysis, and technical functions and the revised series was approved through the budgetary process by the Commission.

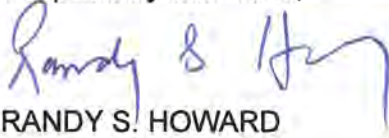
## **FISCAL IMPACT:**

The approval of the updated Administrative General Wage Schedule has no budget impact.

## **ENVIRONMENTAL ANALYSIS:**

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

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 25-37
- Proposed Administrative General Wage Structure

**RESOLUTION 25-37**

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
AUTHORIZING THE GENERAL MANAGER TO UPDATE THE ADMINISTRATIVE GENERAL  
WAGE SCHEDULE TO INCLUDE REVISED ACCOUNTING CLERK SERIES**

**(reference Staff Report #143:25)**

WHEREAS, publicly available pay schedules are required by CalPERS and are a critical component to verify all members' pay rates in accordance with subdivision (a) of CCR section 570.5; and

WHEREAS, the Accounting Clerk Series was not included in the Administrative General Wage Schedule, pending updated job descriptions, career progression metrics, and written general and technical competencies; and

WHEREAS, that work has now been completed and is ready for implementation; and

WHEREAS, the revised Accounting Clerk Series I-V was included in the approved Fiscal Year 2025 budget;

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to update the Administrative General Wage Schedule to include the revised Accounting Clerk Series I-V positions.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote on roll call:

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

\_\_\_\_\_  
JAMES "BO" SHEPPARD  
CHAIR

ATTEST: \_\_\_\_\_  
ASSISTANT SECRETARY

NORTHERN CALIFORNIA POWER AGENCY  
ADMINISTRATIVE GENERAL WAGE STRUCTURE  
Effective February 20, 2025

GRADE		JOB CLASSIFICATION/JOB FAMILY	MINIMUM		CONTROL POINT		CTRL PT PLUS 15%	
			ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
15	<sup>1</sup>	ACCOUNTANT/ANALYST I	81,869	39.36	102,336	49.20	117,686	56.58
17	<sup>1</sup>	ACCOUNTANT/ANALYST II	94,598	45.48	118,269	56.86	135,970	65.37
19	<sup>1</sup>	ACCOUNTANT/ANALYST III	109,325	52.56	136,656	65.70	157,144	75.55
10	<sup>1</sup>	ACCOUNTING CLERK I	57,034	27.42	71,282	34.27	81,973	39.41
12	<sup>1</sup>	ACCOUNTING CLERK II	65,894	31.68	82,368	39.60	94,723	45.54
14	<sup>1</sup>	ACCOUNTING CLERK III	76,149	36.61	95,202	45.77	109,450	52.62
16	<sup>1</sup>	ACCOUNTING CLERK IV	88,005	42.31	110,011	52.89	126,485	60.81
18	<sup>1</sup>	ACCOUNTING CLERK V	101,691	48.89	127,109	61.11	146,182	70.28
8	<sup>1</sup>	ADMINISTRATIVE CLERK	49,338	23.72	61,672	29.65	70,928	34.10
10	<sup>1</sup>	ADMINISTRATIVE ASSISTANT/OFFICE ADMINISTRATOR I	57,034	27.42	71,282	34.27	81,973	39.41
12	<sup>1</sup>	ADMINISTRATIVE ASSISTANT/OFFICE ADMINISTRATOR II	65,894	31.68	82,368	39.60	94,723	45.54
14	<sup>1</sup>	ADMINISTRATIVE ASSISTANT/OFFICE ADMINISTRATOR III	76,149	36.61	95,202	45.77	109,450	52.62
31	<sup>1</sup>	AGM I/SENIOR DIRECTOR (E.g. Business Development)	260,374	125.18	325,478	156.48	374,296	179.95
32	<sup>1</sup>	AGM II (E.g. Power Mgmt, Generation, Leg & Reg, CFO/Admin)	279,906	134.57	349,877	168.21	402,376	193.45
33	<sup>1</sup>	AGM III	300,914	144.67	376,126	180.83	432,557	207.96
24	<sup>1</sup>	ASSISTANT CONTROLLER	156,957	75.46	196,186	94.32	225,618	108.47
25	<sup>1</sup>	ASSISTANT MANAGER: INFORMATION SERVICES	168,730	81.12	210,891	101.39	242,528	116.60
6E	<sup>1</sup>	ASSISTANT, STUDENT I	34,112	16.40	41,382	19.90	47,586	22.88
6F	<sup>1</sup>	ASSISTANT, STUDENT II	40,849	19.64	51,061	24.55	58,715	28.23
6G	<sup>1</sup>	ASSISTANT, STUDENT III	50,763	24.41	63,448	30.50	72,978	35.09
6H	<sup>1</sup>	ASSISTANT, STUDENT IV	58,651	28.20	73,298	35.24	84,299	40.53
14	<sup>1</sup>	COMPUTER TECHNOLOGY ANALYST	76,149	36.61	95,202	45.77	109,450	52.62
17	<sup>1</sup>	COMPUTER TECHNOLOGY ANALYST I	94,598	45.48	118,269	56.86	135,970	65.37
19	<sup>1</sup>	COMPUTER TECHNOLOGY ANALYST II	109,325	52.56	136,656	65.70	157,144	75.55
21	<sup>1</sup>	COMPUTER TECHNOLOGY ANALYST III	126,339	60.74	157,914	75.92	181,605	87.31
23	<sup>1</sup>	COMPUTER TECHNOLOGY ANALYST IV	145,995	70.19	182,499	87.74	209,872	100.90
17	<sup>1</sup>	ENERGY RESOURCE ANALYST I	94,598	45.48	118,269	56.86	135,970	65.37
19	<sup>1</sup>	ENERGY RESOURCE ANALYST II	109,325	52.56	136,656	65.70	157,144	75.55
21	<sup>1</sup>	ENERGY RESOURCE ANALYST III	126,339	60.74	157,914	75.92	181,605	87.31
24	<sup>1</sup>	ENERGY RESOURCE ANALYST IV	156,957	75.46	196,186	94.32	225,618	108.47
17	<sup>1</sup>	ENGINEER I	94,598	45.48	118,269	56.86	135,970	65.37
19	<sup>1</sup>	ENGINEER II	109,325	52.56	136,656	65.70	157,144	75.55
21	<sup>1</sup>	ENGINEER III	126,339	60.74	157,914	75.92	181,605	87.31
24	<sup>1</sup>	ENGINEER IV	156,957	75.46	196,186	94.32	225,618	108.47
25	<sup>1</sup>	ENGINEER V: SUPERVISING /PLANT	168,730	81.12	210,891	101.39	242,528	116.60
21	<sup>1</sup>	ENVIRONMENTAL, HEALTH & SAFETY SPECIALIST	126,339	60.74	157,914	75.92	181,605	87.31
17	<sup>1</sup>	EXECUTIVE ASSISTANT	94,598	45.48	118,269	56.86	135,970	65.37
33	<sup>1</sup>	GENERAL COUNSEL	300,914	144.67	376,126	180.83	432,557	207.96
39	<sup>1</sup>	GENERAL MANAGER	464,402	223.27	580,486	279.08	667,555	320.94
16	<sup>1</sup>	GEOLOGIST I	88,005	42.31	110,011	52.89	126,485	60.81
18	<sup>1</sup>	GEOLOGIST II	101,691	48.89	127,109	61.11	146,182	70.28
20	<sup>1</sup>	GEOLOGIST III	117,520	56.50	146,890	70.62	168,938	81.22
23	<sup>1</sup>	GEOLOGIST IV	145,995	70.19	182,499	87.74	209,872	100.90
24	<sup>1</sup>	GEOLOGIST V	156,957	75.46	196,186	94.32	225,618	108.47
16	<sup>1</sup>	GOVERNMENT RELATIONS REPRESENTATIVE I	88,005	42.31	110,011	52.89	126,485	60.81
18	<sup>1</sup>	GOVERNMENT RELATIONS REPRESENTATIVE II	101,691	48.89	127,109	61.11	146,182	70.28
20	<sup>1</sup>	GOVERNMENT RELATIONS REPRESENTATIVE III	117,520	56.50	146,890	70.62	168,938	81.22
22	<sup>1</sup>	GOVERNMENT RELATIONS REPRESENTATIVE IV	135,803	65.29	169,770	81.62	195,229	93.86
14	<sup>1</sup>	HUMAN RESOURCES ASSISTANT	76,149	36.61	95,202	45.77	109,450	52.62
17	<sup>1</sup>	HUMAN RESOURCES ANALYST I	94,598	45.48	118,269	56.86	135,970	65.37
19	<sup>1</sup>	HUMAN RESOURCES ANALYST II	109,325	52.56	136,656	65.70	157,144	75.55
21	<sup>1</sup>	HUMAN RESOURCES ANALYST III	126,339	60.74	157,914	75.92	181,605	87.31
26	<sup>1</sup>	HUMAN RESOURCES MANAGER	181,376	87.20	226,720	109.00	260,728	125.35
28	<sup>1</sup>	HUMAN RESOURCES DIRECTOR	209,602	100.77	261,997	125.96	301,288	144.85
13	<sup>1</sup>	LEGISLATIVE PROGRAM ASSISTANT	70,845	34.06	88,546	42.57	101,816	48.95
27	<sup>1</sup>	MANAGER, INFORMATION SERVICES	194,979	93.74	243,734	117.18	280,280	134.75
27	<sup>1</sup>	MANAGER, INFORMATION SERVICES & POWER SETTLEMENTS	194,979	93.74	243,734	117.18	280,280	134.75
29	<sup>1</sup>	MANAGER, PLANT	225,306	108.32	281,653	135.41	323,898	155.72
25	<sup>1</sup>	MANAGER, REGULATORY PROGRAM	168,730	81.12	210,891	101.39	242,528	116.60
26	<sup>1</sup>	MANAGER, RELIABILITY COMPLIANCE	181,376	87.20	226,720	109.00	260,728	125.35

NORTHERN CALIFORNIA POWER AGENCY  
ADMINISTRATIVE GENERAL WAGE STRUCTURE  
Effective February 20, 2025

GRADE		JOB CLASSIFICATION/JOB FAMILY	MINIMUM		CONTROL POINT		CTRL PT PLUS 15%	
			ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
17	<sup>1</sup>	MATERIALS/WAREHOUSE COORDINATOR I	94,598	45.48	118,269	56.86	135,970	65.37
19	<sup>1</sup>	MATERIALS/WAREHOUSE COORDINATOR II	109,325	52.56	136,656	65.70	157,144	75.55
17	<sup>1</sup>	POWER SETTLEMENTS ANALYST I	94,598	45.48	118,269	56.86	135,970	65.37
19	<sup>1</sup>	POWER SETTLEMENTS ANALYST II	109,325	52.56	136,656	65.70	157,144	75.55
21	<sup>1</sup>	POWER SETTLEMENTS ANALYST III	126,339	60.74	157,914	75.92	181,605	87.31
26	<sup>1</sup>	POWER SETTLEMENTS MANAGER	181,376	87.20	226,720	109.00	260,728	125.35
24	<sup>1</sup>	SCHEDULER/PLANNER, POWER	156,957	75.46	196,186	94.32	225,618	108.47
23	<sup>1</sup>	SENIOR COMPUTER TECH. ANALYST, POWER (E.g. BILLING)	145,995	70.19	182,499	87.74	209,872	100.90
18	<sup>1</sup>	SHAREPOINT ADMINISTRATOR	101,691	48.89	127,109	61.11	146,182	70.28
4	<sup>1</sup>	STUDENT HELPER (OFFICE/PLANT)	36,941	17.76	46,176	22.20	53,102	25.53
27	<sup>1</sup>	SUPERINTENDENT, GENERATION RESOURCES	194,979	93.74	243,734	117.18	280,280	134.75
23	<sup>1</sup>	SUPERVISOR I, POWER SETTLEMENTS	145,995	70.19	182,499	87.74	209,872	100.90
21	<sup>1</sup>	SUPERVISOR I, (CHEMICAL, GENERAL SERVICES)	126,339	60.74	157,914	75.92	181,605	87.31
25	<sup>1</sup>	SUPERVISOR II, (PLANT, ENERGY RISK, ENGINEERING)	168,730	81.12	210,891	101.39	242,528	116.60
28	<sup>1</sup>	SUPERVISOR III, (POWER MGT., COORD. OP, REG/ENV COMP, <u>ENGR</u> )	209,602	100.77	261,997	125.96	301,288	144.85
28	<sup>1</sup>	TREASURER-CONTROLLER	209,602	100.77	261,997	125.96	301,288	144.85
HEA	<sup>2</sup>	HYDRO TECH APPRENTICE	84,219	40.49	115,086	55.33		
HEA	<sup>2</sup>	HYDRO TECH	124,301	59.76	160,826	77.32		
HEA	<sup>2</sup>	HYDRO TECH - DESIGNATED SKILLS	172,411	82.89	172,411	82.89		
HEA	<sup>2</sup>	HYDRO TECH OPERATOR	168,896	81.20	168,896	81.20		
HEA	<sup>2</sup>	HYDRO TECH OPERATOR - DESIGNATED SKILLS	181,022	87.03	181,022	87.03		
IBEW	<sup>2</sup>	CT SPECIALIST I - VI	117,894	56.68	175,698	84.47		
IBEW	<sup>2</sup>	CT SPECIALIST - LEAD	172,016	82.70	184,475	88.69		
IBEW	<sup>2</sup>	CT SPECIALIST I - V (OPERATORS)	120,682	58.02	167,731	80.64		
IBEW	<sup>2</sup>	CT SPECIALIST I - V (OPERATORS) LEAD	176,114	84.67	176,114	84.67		
IBEW	<sup>2</sup>	MECHANIC OPERATOR I - V	117,894	56.68	154,107	74.09		
IBEW	<sup>2</sup>	MECHANIC OPERATOR - LEAD	161,803	77.79	161,803	77.79		
IBEW	<sup>2</sup>	OPERATOR TECHNICIAN I - V	120,682	58.02	161,907	77.84		
IBEW	<sup>2</sup>	OPERATOR TECHNICIAN - LEAD	170,019	81.74	170,019	81.74		
IBEW	<sup>2</sup>	STOREKEEPER I - V	79,934	38.43	95,888	46.10		
IBEW	<sup>2</sup>	TECHNICIAN CHEMICAL/PERFORMANCE	145,912	70.15	145,912	70.15		
IBEW	<sup>2</sup>	TECHNICIAN OPERATOR I - VI	117,894	56.68	174,970	84.12		
IBEW	<sup>2</sup>	TECHNICIAN OPERATOR - LEAD	171,267	82.34	183,747	88.34		
	<sup>3</sup>	SCHEDULE COORDINATOR I	89,377	42.97	119,330	57.37		
	<sup>3</sup>	SCHEDULE COORDINATOR II	125,591	60.38	145,423	69.92		
	<sup>3</sup>	SCHEDULE COORDINATOR III	152,281	73.21	175,985	84.61		
	<sup>3</sup>	SYSTEM DISPATCHER	138,757	66.71	194,193	93.36		
	<sup>3</sup>	SYSTEM DISPATCHER, LEAD	203,918	98.04	203,918	98.04		

Note <sup>1</sup> Non-union employees whose salaries exceed the control may be granted a lump sum merit increase which is not added to base pay.

Note <sup>2</sup> IBEW = International Brotherhood of Electrical Workers

Note <sup>3</sup> Schedule Coordinators and Dispatchers receive overtime, relief pay in addition to step increases. These are union classifications subject to the Memorandum of Understanding and when appropriate.

HEA = Hydroelectric Employees Association  
overtime, shift differential, relief premium, upgrade and travel pay may be added to base pay




# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** Collierville Runner Refurbishment Project; Applicable to the following: NCPA's Hydroelectric Facility

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Michael DeBortoli 	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	Competitive Pricing Process
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>
<b>Department:</b>	Hydroelectric	

## IMPACTED MEMBERS:

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

*If other, please specify*

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## RECOMMENDATION:

Approve Resolution 25-27 authorizing the Collierville Powerhouse (CVPH) Runner Refurbishment Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed \$687,470, to be funded from the approved FY25 Hydroelectric Budget.

## BACKGROUND:

NCPA operates the North Fork Stanislaus Hydroelectric Project (FERC Project No. 2409), which NCPA constructed in the late 1980's. One of the project features is the Collierville Powerhouse (CVPH) and Switchyard, which originally required the relocation of Clarks Creek to an area adjacent and above the CVPH.

During the 2024 Collierville Unit 1 annual outage inspection, several cracks were revealed on the runner which now need to be treated. Additionally, after further testing, it was discovered that all high stress areas on each of the twenty-one buckets need to be treated.

This refurbishment approach has worked on a previous runner at Collierville. This work is planned for March 2025 – May 2025. Should the Project not be approved, Collierville powerhouse would be without a spare runner and susceptible to a long-term outage until a new runner is purchased or one is refurbished. The current estimated production time to purchase a new runner is 16 months.

## FISCAL IMPACT:

The total cost for engineering, materials, and maintenance services for the Project is anticipated not to exceed \$687,470. Funds for the Project were included in the approved FY24 encumbered funds on October 24, 2024, which rolled into the FY25 Hydroelectric budget.

Estimated Cost Breakdown:

Project	Cost
Maintenance services estimate	\$348,400
Engineering / Inspection services	\$169,400
Materials	\$80,000
Contingency (15%)	\$89,670
<b>Total Project Cost</b>	<b>\$687,470</b>

Funding to complete the Collierville Runner Refurbishment Project will come from the approved FY24 Hydroelectric encumbered funds on October 24, 2024, which rolled into the FY25 Hydroelectric budget. A breakdown of the specific funding sources is shown in the table below.

FY 2025 Budget	Budget	Comments
FY 2024 Encumbrance	\$838,500	Rolled into FY25 Budget
<b>Total Funding Needed</b>	<b>\$838,500</b>	

### **SELECTION PROCESS:**

NCPA is currently preparing to solicit competitive bids from multiple vendors to perform the work required for this project. NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required. Bids are expected to be due on March 06, 2025.

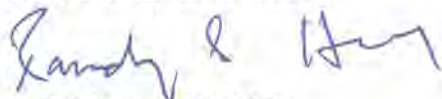
### **ENVIRONMENTAL ANALYSIS:**

These activities have already been subject to CEQA equivalent review. The proposed activities of the Collierville Powerhouse Runner Refurbishment Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b)(d) (Class 1 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to existing equipment listed above. This project will not change the function, size, or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on October 24, 2024 for this class of work and was filed in Calaveras County on November 6, 2024. Thus, this project conforms to these exemptions.

### **COMMITTEE REVIEW:**

On February 5, 2025, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

#### **Attachments:**

- Resolution 25-27

RESOLUTION 25-27

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY  
APPROVING THE COLLIERVILLE POWERHOUSE RUNNER REFURBISHMENT PROJECT

(reference Staff Report #131:25)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains the Collierville Powerhouse (CVPH) and Switchyard on behalf of the project participants in the North Fork Stanislas River Hydroelectric Development Project; and

WHEREAS, during the Collierville annual outage in 2024 inspections found cracks on the CVPH Pelton runner. The refurbishment of the cracked runner buckets is needed to ensure the generator continues to produce electricity; and

WHEREAS, NCPA is currently preparing to solicit competitive bids from multiple vendors to perform the work required for this Project; and

WHEREAS, the proposed activities of the Collierville Powerhouse Runner Refurbishment Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b)(d) (Class 1 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to existing equipment listed above. This project will not change the function, size, or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on October 24, 2024, for this class of work and was filed in Calaveras County on November 6, 2024. Thus, this project conforms to these exemptions; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Collierville Runner Refurbishment Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA Purchasing Policies and Procedures, without further approval by the Commission, for a total not exceed \$687,470, and approval of these funds to come from the approved FY24 encumbered funds on October 24, 2024 which rolled into the FY25 Hydroelectric Budget.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote on roll call:

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

\_\_\_\_\_  
JAMES "BO" SHEPPARD  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE A. POLLO  
ASSISTANT SECRETARY



# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** Geothermal C-Site Condensate Tank Replacement Project; Applicable to the following: NCPA's Geothermal Facility

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Michael DeBortoli <i>ms</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Public Works Bid</i>
<b>Division:</b>	Generation Services	<i>If other, please describe:</i>
<b>Department:</b>	Geothermal	

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

## RECOMMENDATION:

Approve Resolution 25-28 authorizing the Geothermal C-Site Condensate Tank Replacement Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed \$300,000, to be funded from the approved FY 2025 Geothermal Budget and the Geothermal Maintenance Reserve Fund, and authorization to spend \$100,000 from the Maintenance Reserve fund for this work.

## BACKGROUND:

Condensate collection tanks in the steamfield at NCPA's Geothermal Plants are used to collect the condensate from the steam lines and pump it into reinjection wells. These tanks are situated in the following well sites- A, C, F, H, Q, P. From the condensate collection tank, pumps then transfer the condensate to its associated ReInjection Sump and subsequently to the associated Injection Control System. With time, the structural integrity of the condensate tanks deteriorates and resulting physical deformations may result in spills, leaks, and potential environmental concerns.

The C-Site condensate collection tank is nearing its end of life and is rusted in several places. Failure of the tank could lead to potential spills and environmental, health and safety risks. The objective of this project entails removal and disposal of the existing C-site tank, fabrication and installation of a new tank, hook-up of external piping to the new tank, and painting the outside of the tank and external piping.

\$200,000 has been allotted to the C-Site Condensate Tank Replacement Project in the FY 2025 Geothermal Budget. The C-Site condensate tank replacement falls within a series of 3-tank replacement schedule which is planned from 2024-2026, along with A and H site condensate tank replacements. The A-Site condensate tank was replaced in 2024, at a cost of \$141,002. The C-Site tank diameter is much larger (18' in diameter vs. 9' diameter of the A-Site tank); as such, the cost to replace the C-Site tank is higher.

## FISCAL IMPACT:

The total cost of this project is anticipated not to exceed \$300,000. A breakdown of the project costs is shown below.

Item No.	Item Description	Cost
1	Mobilization and demobilization	\$44,080
2	Demolition and disposal of existing tank	\$15,890
3	Fabrication and installation of new tank including hook-up of external piping and sight gauge. Tank fabrication to be off-site. NCPA to supply all valves and the sight gauge.	\$159,600
4	Painting of tank and external piping per specifications	\$28,550
5	Bid, Performance, and Maintenance Bonds	\$19,849
6	Contingency	\$32,031
Total		\$300,000

Funding to complete the C-Site Condensate Tank Replacement Project will come from the combined use of funds from the approved FY2025 Geothermal Budget and the Geothermal Maintenance Reserve Fund.

\$200,000 from the FY2025 Budget has been allocated to fund this project, as shown below.

Project	Notes	FY 2025 Budget
<b>Operations &amp; Maintenance (O&amp;M)</b>		
513-023-000-634-044-012 Plant 2 Cooling Tower - Scoping & Engineering	D	1,800,000
513-023-000-634-044-013 Plant 1 and 2 Insurance Risk Mitigation	D	300,000
513-023-000-634-044-020 Plant 1 Oxidizer Tank Replacement	M	475,000
513-023-000-634-070-014 Plant 2 - 480V MCC Replacement	D	1,600,000
514-023-000-634-070-005 C, H, F, A Condensate Tank Replacements	D	200,000
513-023-000-634-070-015 Plant 1 & 2 - Oil Drum Containment Replacements	D	100,000
514-023-000-634-044-009 Community Wildfire Prevention	M	725,000
<b>Total O&amp;M Projects Funding Requirement</b>		<b>\$ 5,200,000</b>

The current balance in the Geothermal Maintenance Reserve account as of June 30, 2024 is \$3,555,073. NCPA is requesting authorization to use \$100,000 from the Maintenance Reserve for this work, after which the remaining balance of the Maintenance Reserve account will be \$4,037,525. The impact on the Maintenance Reserve for FY2025 is shown in the table below.

Balances and Forecast	Totals	Comments
Geo Maintenance Reserve (06/30/2024)	\$3,555,073	
FY 2024 & 2025 Contributions	\$5,332,452	
Plant 1 Unit 2 Overhaul	(\$2,200,000)	Approved 3/28/2024, SR 155:24, Res 24-02
Plant 1 Unit 2 Overhaul - Warranty Related	(\$750,000)	Approved 9/27/2024, SR 241:24, Res 24-02
FY 25 Spring Outage Work	(\$1,800,000)	Approved 1/03/2025, SR: 114:25, Res 25-15
C-Site Condensate Tank Replacement Project	(\$100,000)	
<b>End of FY 2025 Budget Funds</b>	<b>\$4,037,525</b>	

Staff does not anticipate the need for any additional collections to fund this work. A table showing the 5-year projection of the Geothermal Maintenance Reserve account is shown below.

### 5-Year Maintenance Reserve Projection

FISCAL YEAR	2026	2027	2028	2029	2030
<b>BEGINNING BALANCE</b>	<b>\$4,037,525</b>	<b>\$6,470,288</b>	<b>\$9,005,795</b>	<b>\$6,912,256</b>	<b>\$3,192,147</b>
Contributions	\$5,460,263	\$5,591,270	\$5,591,270	\$5,725,551	\$5,863,190
Plant 1 Unit 1 Overhaul				(\$6,831,000)	
Plant 1 Unit 2 Overhaul					(\$7,070,085)
Plant 2 Unit 4 Overhaul			(\$6,600,000)		
Well Replacement Workover	(\$2,000,000)	(\$2,000,000)		(\$1,500,000)	
Balance of Plant Work	(\$515,000)	(\$530,450)	(\$546,364)	(\$562,754)	(\$579,637)
Contingent maintenance	(\$512,500)	(\$525,313)	(\$538,445)	(\$551,906)	(\$565,704)
<b>PROJECTED ENDING BALANCE</b>	<b>\$6,470,288</b>	<b>\$9,005,795</b>	<b>\$6,912,256</b>	<b>\$3,192,147</b>	<b>\$839,911</b>

### SELECTION PROCESS:

In accordance with NCPA's procurement policies and procedures, Geothermal staff followed a Public Works bid process for this project. On October 28, 2024, NCPA posted a Notice Inviting Bids for the C-Site Condensate Tank Replacement Project (GEO417), with proposals due by December 10, 2024. NCPA conducted two bid walks for project on November 12, 2024 and November 13, 2024, with five contractors in attendance. NCPA received a proposal from Brian Davis dba Northern Industrial Construction for the project. As such, Northern Industrial Construction was the only responsive, responsible bidder. If approved by the NCPA Commission, this work be awarded to Northern Industrial Construction.

### ENVIRONMENTAL ANALYSIS:

This project consists of replacing an existing condensate tank and will not change the function, size or operation of the equipment and/or facilitates. The proposed activities of the C-Site Condensate Tank Replacement Project are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15302(c) (Class 2 as described in Title 14 of the California Code of Regulations at §§15302 et seq.). A Notice of Exemption was approved by the NCPA Commission on October 24, 2024 for this class of work and was filed in both Lake and Sonoma Counties. Thus, this project conforms to these exemptions and no environmental review is necessary.

**COMMITTEE REVIEW:**

On February 12, 2025, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

Attachments:

- Resolution 25-28

## RESOLUTION 25-28

### RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE GEOTHERMAL C-SITE CONDENSATE TANK REPLACEMENT PROJECT

(reference Staff Report #132:25)

WHEREAS, NCPA's Geothermal Plant utilizes condensate collection tanks in the steamfield to collect the condensate from the steam lines and pump it into reinjection wells. These tanks are situated in the following well sites: A, C, F, H, Q, P; and

WHEREAS, the condensate tank at C-Site is nearing its end of life and is rusted in several places. This could lead to potential spills and environmental, health and safety risks; and

WHEREAS, NCPA is now proposing the Geothermal C-Site Condensate Tank Replacement Project, which will include removal and disposal of the existing tank and fabrication and installation of a new tank, ensuring continued, reliable operation of NCPA's Geothermal facility; and

WHEREAS, the total cost of this project is anticipated not to exceed \$300,000. Funding for the project will come from the combined use of Maintenance Reserve and approved FY2025 Geothermal Budget funds; and

WHEREAS, in accordance with NCPA's procurement policies and procedures, NCPA followed a Public Works bid process for this project. NCPA hosted two bid walks for the project, with five contractors in attendance. NCPA received a proposal from Brian Davis dba Northern Industrial Construction. If approved by the NCPA Commission, this work will be awarded to Northern Industrial Construction; and

WHEREAS, this project consists of replacing an existing condensate tank and will not change the function, size or operation of the equipment and/or facilitates. The proposed activities of the C-Site Condensate Tank Replacement Project are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15302(c) (Class 2 as described in Title 14 of the California Code of Regulations at §§15302 et seq.). A Notice of Exemption was approved by the NCPA Commission on October 24, 2024 for this class of work and was filed in both Lake and Sonoma Counties. Thus, this project conforms to these exemptions and no environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Geothermal C-Site Condensate Tank Replacement Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed \$300,000, to be funded from the approved FY 2025 Geothermal Budget and the Geothermal Maintenance Reserve Fund, and authorizes spending \$100,000 from the Maintenance Reserve fund for this work.

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PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote on roll call:

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

\_\_\_\_\_  
JAMES "BO" SHEPPARD  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE A. POLLO  
ASSISTANT SECRETARY



# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** Nomination and Approval of One New At-Large Executive Committee Member

**AGENDA CATEGORY:** Discussion/Action

**FROM:** James "Bo" Sheppard

Chair

**METHOD OF SELECTION:**

N/A

**Division:** Nominating Committee

**Department:** Commission

## IMPACTED MEMBERS:

**All Members** ☒

**City of Lodi** ☐

**City of Shasta Lake** ☐

**Alameda Municipal Power** ☐

**City of Lompoc** ☐

**City of Ukiah** ☐

**San Francisco Bay Area  
Rapid Transit** ☐

**City of Palo Alto** ☐

**Plumas-Sierra REC** ☐

**City of Biggs** ☐

**City of Redding** ☐

**Port of Oakland** ☐

**City of Gridley** ☐

**City of Roseville** ☐

**Truckee Donner PUD** ☐

**City of Healdsburg** ☐

**City of Santa Clara** ☐

**Other** ☐

*If other, please specify*

\_\_\_\_\_  
\_\_\_\_\_

## **RECOMMENDATION:**

The Nominating Committee is recommending the Northern California Power Agency (NCPA) Commission adopt Resolution 25-36 approving the election of Vicki Veenker to serve for the remainder of the term as the new at-large Executive Committee Member due to the departure of one other Executive Committee Member.

## **BACKGROUND:**

In accordance with the Amended and Restated Rules of Procedure for the Commission of NCPA (the NCPA Bylaws), Section 10(iv) Other Committees, the Nominating Committee shall meet as an ad hoc committee before the July meeting of the Commission, and make its report to the Commission prior to the election of the Chair, Vice Chair, Executive Committee Members, Finance Committee Chair, and L&R Affairs Committee Chair and Vice-Chair. The Nominating Committee shall attempt to provide all Members an opportunity to serve and attempt to balance the membership of the Executive Committee among larger and smaller Members.

On July 25, 2024, the Commission approved the FY 2024-25 Slate of Officers consisting of Jenelle Osborne as Chair and James "Bo" Sheppard as Vice-Chair (Commission and Executive Committee), with David Hagele, Sudhanshu Jain, Pauline Roccucci, and Catalina Sanchez as the at-large Executive Committee Members. The term of the Executive Committee Member is one (1) year beginning at the regular September Commission meeting.

As set forth in the Bylaws, Members shall serve until their successors are elected, and vacancies shall be filled by the Commission as soon as practicable after they occur. Due to an upcoming vacancy of Chair Jenelle Osborne, the Nominating Committee met on November 19, 2024, to discuss and recommend the nomination of Chair, Vice Chair, and one to two (1 to 2) other voting Members of the Executive Committee.

On December 5, 2025 the Commission approved the nomination of Vice-Chair James "Bo" Sheppard to serve for the remainder of the term of office of the departing Chair, the nomination of NCPA Commissioner Mikey Hothi to serve for the remainder of the term of office of the vacant seat of Vice-Chair, and the nomination of Mikey Hothi and Christina McKenna as the new at-large Executive Committee Members.

Due to the vacancy of Executive Committee Member Catalina Sanchez the Nominating Committee met on February 11, 2025 to discuss and recommend the nomination of one (1) other voting Member of the Executive Committee.

The Nominating Committee brought forth the nomination of Vicki Veenker to serve for the remainder of the term as the new at-large Executive Committee Member due to the departure of one other Executive Committee Member.

## **FISCAL IMPACT:**

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


**ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

The Executive Committee will consider this recommendation during the February 20, 2025 Executive Committee meeting prior to the Commission meeting.

Respectfully submitted,



JAMES "Bo" SHEPPARD

Commission Chair

Attachment:

- Resolution 25-36

## **RESOLUTION 25-36**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY NOMINATION AND APPROVAL OF ONE NEW AT-LARGE EXECUTIVE COMMITTEE MEMBER**

**(reference Staff Report #142:25)**

WHEREAS, the Amended and Restated Rules of Procedure for the Commission of the Northern California Power Agency (NCPA) (the NCPA Bylaws), Section 10 (iv) Other Committees, the Nominating Committee shall meet as an ad hoc committee prior to the July meeting of the Commission; and

WHEREAS, on July 25, 2024 the Commission approved the FY 2024-25 Slate of Officers consisting of Jenelle Osborne as Chair and James "Bo" Sheppard as Vice-Chair (Commission and Executive Committee), with David Hagele, Sudhanshu Jain, Pauline Roccucci, and Catalina Sanchez as the at-large Executive Committee Members. The term of the Executive Committee Member is one (1) year beginning at the regular September Commission meeting; and

WHEREAS, as set forth in the Bylaws, Members shall serve until their successors are elected, and vacancies shall be filled by the Commission as soon as practicable after they occur; and

WHEREAS, due to an upcoming vacancy of Chair Jenelle Osborne, the Nominating Committee met on November 19, 2024, to discuss and recommend the nomination of Chair, Vice Chair, and one to two (1 to 2) other voting Members of the Executive Committee; and

WHEREAS, on December 5, 2024 the Commission approved the nomination of Vice-Chair James "Bo" Sheppard to serve for the remainder of the term of office of the departing Chair, the nomination of NCPA Commissioner Mikey Hothi to serve for the remainder of the term of office of the vacant seat of Vice-Chair, and the nomination of Mikey Hothi and Christina McKenna as the new at-large Executive Committee Members; and

WHEREAS, due to the vacancy of Executive Committee Member Catalina Sanchez the Nominating Committee met on February 11, 2025 to discuss and recommend the nomination of one (1) other voting Member of the Executive Committee; and

WHEREAS, upon conclusion of the February 20, 2025 Commissioner meeting, the Nominating Committee brings forth the nomination of Vicki Veenker to serve for the remainder of the term as the new at-large Executive Committee Member due to the departure of one other Executive Committee Member; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopt the resolution approving the election of Vicki Veenker to serve for the remainder of the term as the new at-large Executive Committee Member due to the departure of one other Executive Committee Member.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025 by the following vote on roll call:

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

\_\_\_\_\_  
JAMES "BO" SHEPPARD  
CHAIR

ATTEST: \_\_\_\_\_  
CARRIE A POLLO  
ASSISTANT SECRETARY



# Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** Amendment 1 to Contract 21-SNR-02661

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	Tony Zimmer <i>22</i>	<b>METHOD OF SELECTION:</b>
	Assistant General Manager	<i>Sole Source</i>
<b>Division:</b>	Power Management	<i>If other, please describe:</i>
<b>Department:</b>	Power Management	

## IMPACTED MEMBERS:

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

*If other, please specify*

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## **RECOMMENDATION:**

Approve Resolution 25-19 approving Amendment 1 to Contract 21-SNR-02661 between Northern California Power Agency (NCPA) and Western Area Power Administration Sierra Nevada Region (WAPA), and authorize the General Manager or his designee to enter into Amendment 1 to Contract 21-SNR-02661, acting on behalf of NCPA, to acquire up to 62 MW of Pacific Alternating Current Intertie transmission service to the PG&E DLAP based on the monthly rate in accordance with WAPA's Rate Schedule PACI-T4 or its successor, including any non-substantial modifications to Amendment 1 to Contract 21-SNR-02661 recommended and approved by NCPA's General Counsel.

## **BACKGROUND:**

NCPA entered into Contract 21-SNR-02661 dated November 12, 2021 (the "Base Resource Contract"), which set forth NCPA's percentage of Base Resource and the terms and conditions for WAPA to provide the Base Resource to NCPA. After the effective date of the Base Resource Contract, certain NCPA Members<sup>1</sup> (Assigning Members) then assigned their respective percentage of the Base Resource to NCPA pursuant to separate assignment agreements. To enable NCPA to accept the Assigning Members' percentages of Base Resource, NCPA and each Assigning Member also entered into the Assignment Administration Agreement (the "AAA") in order for NCPA to create a power resource portfolio for the mutual benefits of the Assigning Members.

Pursuant to the AAA the Commission of NCPA has been delegated authority by each Assigning Member to act on behalf of the Assigning Members to execute any contract, lease or other instrument which has been properly authorized pursuant to the AAA, including contracts relating to Base Resource and associated items. As further stated in the AAA, each Assigning Members' representative shall have the right to cast one vote with respect to matters pertaining to the AAA and the Base Resource Contract, and actions of the Commission with regard to such activities shall be effective upon the unanimous affirmative vote of all Assigning Members.

WAPA is offering up to 62 MW of Pacific Alternating Current Intertie transmission service to the PG&E DLAP to NCPA, acting on behalf of the Assigning Members, based on the monthly rate in accordance with WAPA's Rate Schedule PACI-T4 or its successor. By using the transmission service offered, NCPA could deliver up to 62 MW of its Base Resource entitlement to serve the Assigning Members loads, and such delivered amounts would be eligible for certain beneficial settlement treatment, including mitigated exposure to congestion and Wheeling Access Charge costs. To enable NCPA to acquire up to 62 MW of Pacific Alternating Current Intertie transmission service, NCPA is required to enter into Amendment 1 to Contract 21-SNR-02661.

A copy of Amendment 1 to Contract 21-SNR-02661 has been attached to this staff report for your reference.

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<sup>1</sup> The following NCPA Members have assigned their percentage of Base Resource to NCPA: the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Ukiah, and the Port of Oakland and Plumas-Sierra Rural Electric Cooperative.

**FISCAL IMPACT:**

Pursuant to WAPA's Rate Schedule PACI-T4, it is estimated that the cost of acquiring up to 62 MW of Pacific Alternating Current Intertie transmission service will be \$986 per MW-month, or approximately \$61,132.00 per month. In accordance with the AAA, all costs and charges incurred by NCPA related to the Base Resource Contract, including any amendments thereto, shall be allocated and paid by the Assigning Members.

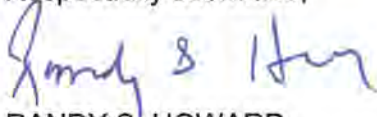
**ENVIRONMENTAL ANALYSIS:**

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

**COMMITTEE REVIEW:**

On January 8, 2025 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD  
General Manager

**Attachments (2):**

- Resolution 25-19
- Amendment 1 to Contract 21-SNR-02661

## **RESOLUTION 25-19**

### **RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVAL OF AMENDMENT 1 TO CONTRACT 21-SNR-02661**

**(reference Staff Report 121:25)**

WHEREAS, Northern California Power Agency (NCPA) entered into Contract 21-SNR-02661 dated November 12, 2021 (the "Base Resource Contract"), which set forth NCPA's percentage of Base Resource and the terms and conditions for Western Area Power Administration Sierra Nevada Region (WAPA) to provide the Base Resource to NCPA; and

WHEREAS, after the effective date of the Base Resource Contract, certain NCPA Members<sup>1</sup> (Assigning Members) then assigned their respective percentage of the Base Resource to NCPA pursuant to separate assignment agreements, and to enable NCPA to accept the Assigning Members' percentages of Base Resource, NCPA and each Assigning Member also entered into the Assignment Administration Agreement (the "AAA") in order for NCPA to create a power resource portfolio for the mutual benefits of the Assigning Members; and

WHEREAS, pursuant to the AAA the Commission of NCPA has been delegated authority by each Assigning Member to act on behalf of the Assigning Members to execute any contract, lease or other instrument which has been properly authorized pursuant to the AAA, including contracts relating to Base Resource and associated items, and as further stated in the AAA, each Assigning Members' representative shall have the right to cast one vote with respect to matters pertaining to the AAA and the Base Resource Contract, and actions of the Commission with regard to such activities shall be effective upon the unanimous affirmative vote of all Assigning Members; and

WHEREAS, WAPA is offering up to 62 MW of Pacific Alternating Current Intertie transmission service to the PG&E DLAP to NCPA, acting on behalf of the Assigning Members, based on the monthly rate in accordance with WAPA's Rate Schedule PACI-T4 or its successor, and by using the transmission service offered, NCPA could deliver up to 62 MW of its Base Resource entitlement to serve the Assigning Members loads, and such delivered amounts would be eligible for certain beneficial settlement treatment, including mitigated exposure to congestion and Wheeling Access Charge costs; and

WHEREAS, to enable NCPA to acquire up to 62 MW of Pacific Alternating Current Intertie transmission service, NCPA is required to enter into Amendment 1 to Contract 21-SNR-02661; and

WHEREAS, pursuant to WAPA's Rate Schedule PACI-T4, it is estimated that the cost of acquiring up to 62 MW of Pacific Alternating Current Intertie transmission service will be \$986 per MW-month, or approximately \$61,132.00 per month, and in accordance with the AAA, all costs and charges incurred by NCPA related to the Base Resource Contract, including any amendments thereto, shall be allocated and paid by the Assigning Members; and

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

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<sup>1</sup> The following NCPA Members have assigned their percentage of Base Resource to NCPA: the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto and Ukiah, and the Port of Oakland and Plumas-Sierra Rural Electric Cooperative.

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves Amendment 1 to Contract 21-SNR-02661 between NCPA and WAPA, and authorizes the General Manager or his designee to enter into Amendment 1 to Contract 21-SNR-02661, acting on behalf of NCPA, to acquire up to 62 MW of Pacific Alternating Current Intertie transmission service to the PG&E DLAP based on the monthly rate in accordance with WAPA's Rate Schedule PACI-T4 or its successor, including any non-substantial modifications to Amendment 1 to Contract 21-SNR-02661 recommended and approved by NCPA's General Counsel.

PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025 by the following vote on roll call:

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

\_\_\_\_\_  
JAMES SHEPPARD  
CHAIR

ATTEST:

\_\_\_\_\_  
CARRIE POLLO  
ASSISTANT SECRETARY



**Department of Energy**  
Western Area Power Administration  
Sierra Nevada Region  
114 Parkshore Drive  
Folsom, CA 95630-4710  
1/10/2025

Sent via DocuSign

Mr. Randy S. Howard  
General Manager  
Northern California Power Agency  
651 Commerce Drive  
Roseville, CA 95678-6420

Dear Mr. Howard:

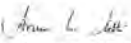
The Northern California Power Agency (NCPA) and the Western Area Power Administration (WAPA) are parties to Base Resource Contract 21-SNR-02661. Under the Contract, WAPA provides NCPA a percentage of the Base Resource at the delivery point(s) listed in Exhibit A to the Contract.

Beginning January 1, 2025, WAPA has transmission capacity from delivery points within its Sub-Balancing Authority Area to the Pacific Gas & Electric Company Default Load Aggregation Point. We would like to use this transmission capacity to benefit our customers located within the California Independent System Operator's (CAISO) Balancing Authority Area (BAA), but there is substantial work and coordination to be done with the CAISO and customers. To begin using the transmission capacity as quickly as possible, we have developed an interim program to apportion capacity to customers located in the CAISO BAA. The apportionment is based on each customer's weighted Base Resource percentage and will be provided on a take-or-pay basis.

Enclosed is Amendment 1 and Exhibit A, Revision 2, to Base Resource Contract 21-SNR-02661 providing for the apportionment of transmission capacity to NCPA. If NCPA would like to accept the apportionment of transmission capacity and the terms and conditions of Amendment 1 and Exhibit A, Revision 2, please have the appropriate official sign and have the signature attested. If you sign via DocuSign, DocuSign will automatically return fully executed documents. If signing with Adobe Sign, please return to Mr. Joshua Blake at [jblake@wapa.gov](mailto:jblake@wapa.gov). Once we have executed the documents, we will return a fully executed Amendment 1 and Exhibit A, Revision 2 for your files.

If you have any questions regarding the above, please contact Ms. Sandee Peebles at (916) 353-4454 or [peebles@wapa.gov](mailto:peebles@wapa.gov).

Sincerely,

Signed by:  
  
7C108FDF1EAB474...

Arun K. Sethi  
Vice President of Power Marketing for  
Sierra Nevada Region

Enclosures

Amendment 1 to  
Contract 21-SNR-02661

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA REGION

AMENDMENT 1  
(Pacific Alternating Current Intertie Service)  
CONTRACT FOR ELECTRIC SERVICE  
BASE RESOURCE  
WITH

NORTHERN CALIFORNIA POWER AGENCY

Amendment 1 to  
Contract 21-SNR-02661

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA REGION

AMENDMENT 1  
(Pacific Alternating Current Intertie Service)

CONTRACT FOR ELECTRIC SERVICE  
BASE RESOURCE  
WITH

NORTHERN CALIFORNIA POWER AGENCY

<u>Section</u>	<u>Table of Contents</u>	<u>Page</u>
1. Preamble .....		1
2. Explanatory Recitals.....		1
3. Agreement.....		3
4. Term of Amendment.....		3
5. Modification of Section 8 (Delivery Arrangements) to the Primary Contract.....		3
6. Execution by Counterparts .....		4
7. Electronic Signatures.....		4

Amendment 1 to  
Contract 21-SNR-02661

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
SIERRA NEVADA REGION

AMENDMENT 1  
(Pacific Alternating Current Intertie Service)

CONTRACT FOR ELECTRIC SERVICE  
BASE RESOURCE  
WITH

NORTHERN CALIFORNIA POWER AGENCY

1. **PREAMBLE:**

This Amendment 1 is made this \_\_\_\_\_, between the UNITED STATES OF AMERICA, acting by and through, Department of Energy, Western Area Power Administration (WAPA) and the NORTHERN CALIFORNIA POWER AGENCY (NCPA), also hereinafter referred to individually as Party and together as Parties, as part of Contract 21-SNR-02661 (Primary Contract) pursuant to the same authorities as the Primary Contract, and subject to all of the provisions of the Primary Contract, except as herein amended.

2. **EXPLANATORY RECITALS:**

2.1 WAPA markets the surplus generation from, and operates a high-voltage transmission system as a part of, the Central Valley Project (CVP).

2.2 WAPA and the U.S. Department of the Interior, Bureau of Reclamation (Reclamation), have agreed to work together to efficiently serve Project Use and Preference Customer loads.

2.3 On August 15, 2017, WAPA's final 2025 Power Marketing Plan (Marketing Plan) was published in the Federal Register (82 FR 38675). The Marketing Plan sets forth how WAPA's Sierra Nevada Region will market the power generated from the CVP and Washoe Project.

2.4 The Marketing Plan provides that starting on January 1, 2025, WAPA will provide 98 percent of available CVP power to its existing Customers. Existing Customers will have the right to extend 98 percent of their current Base Resource percentage as provided in the Marketing Plan and under the terms and conditions of this Contract.

2.5 Under separate contracts, WAPA has allocated a percentage of the Base Resource consistent with the Marketing Plan to certain NCPA members.

2.6 Those certain NCPA members, as identified in Exhibit A to this Contract, assigned their percentages of the Base Resource to NCPA under this Contract.

2.7 Under the Marketing Plan, WAPA requires that its Customers schedule power in accordance with applicable operating requirements, including those of the balancing authority area operator and WAPA's sub-balancing authority area requirements.

2.8 WAPA markets power to Federal Preference Customers at the lowest possible rates consistent with sound business principles pursuant to Section 1.1 of Delegation Order 00-037.00B.

2.9 WAPA, Pacific Gas and Electric Company (PG&E), and California Independent System Operator (CAISO) agreed WAPA would receive 200

megawatts (MW) transmission capability between Malin, Round Mountain, Cottonwood, or Tracy Substations and PG&E Default Load Aggregation Point (DLAP) in the CAISO balancing authority area under the extended Transmission Exchange Agreement, Contract 04-SNR-00788.

2.10 WAPA desires to use the transmission capability described in Section 2.9 to provide Base Resource to its customers located within the CAISO balancing authority area.

2.11 The Parties desire to amend the Primary Contract to reflect a new delivery point.

3. **AGREEMENT:**

The Parties agree to the terms and conditions set forth herein.

4. **TERM OF AMENDMENT:**

This Amendment 1 shall become effective the first day of the month following execution by WAPA; and shall remain in effect until terminated by WAPA or NCPA by providing sixty (60) days advance written notice or December 31, 2025, whichever occurs first.

5. **MODIFICATION OF SECTION 8 (DELIVERY ARRANGEMENTS) TO THE PRIMARY CONTRACT:**

Section 8 is hereby modified as follows:

8.1 WAPA will make the amount of NCPA's Base Resource described in Exhibit A available at PG&E DLAP and the remaining amount of NCPA's Base Resource available at the generator bus or such other delivery point(s) on the CVP transmission system as the Parties will mutually agree, as specified in Exhibit A. WAPA reserves Network Integration Transmission Service for the

1 delivery of Base Resource on the CVP transmission system under its Open  
2 Access Transmission Tariff (OATT). The rates and terms of this service shall be  
3 in accordance with WAPA's then-current rate schedule and OATT.  
4

5 6. **EXECUTION BY COUNTERPARTS:**

6 This Amendment 1 may be executed in any number of counterparts and, upon  
7 execution and delivery by each Party, the executed and delivered counterparts together  
8 shall have the same force and effect as an original instrument as if all Parties had  
9 signed the same instrument. Any signature page of this Amendment 1 may be  
10 detached by any counterpart of the Amendment 1 without impairing the legal effect of  
11 any signatures thereon, and may be attached to another counterpart of this  
12 Amendment 1 identical in form hereto, by having attached to it one or more signature  
13 pages.  
14

15 7. **ELECTRONIC SIGNATURES:**

16 The Parties agree that this Amendment 1 may be executed by handwritten signature or  
17 digitally signed using DocuSign or Adobe Sign. An electronic or digital signature is the  
18 same as a handwritten signature and shall be considered valid and acceptable.

19 ///

20 ///

21 ///

22 ///

23 ///

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27 ///

28 ///

1 **IN WITNESS WHEREOF**, the Parties have caused this Amendment 1 to be executed  
2 the day and year first above written.

3  
4 NORTHERN CALIFORNIA POWER AGENCY

5  
6 Attest:

By: \_\_\_\_\_

Randy Howard

7 By: \_\_\_\_\_

Title: General Manager

8 Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

9  
10 WESTERN AREA POWER ADMINISTRATION

11  
12 By: \_\_\_\_\_

Arun K. Sethi

13 Title: Vice President of Power Marketing  
14 for Sierra Nevada Region

15 Address: 114 Parkshore Drive  
16 Folsom, CA 95630-4710

**EXHIBIT A**  
(Base Resource Percentage and Point(s) of Delivery)

1. This Exhibit A, Revision 2, to be effective under and as part of Contract 21-SNR-02661 (Contract), shall become effective coincident with Amendment 1; shall supersede Exhibit A, Revision 1; and shall remain in effect until either superseded by another Exhibit A or termination of the Amendment.

2. On the effective date of this Exhibit A, Revision 2, NCPA's percentage of the Base Resource is 17.95811, which is made up of the following:

2.1

Assignee	Percentage
Alameda Municipal Power	1.18210
City of Biggs	0.28951
City of Gridley	0.64796
City of Healdsburg	0.24643
City of Lodi	0.55792
City of Lompoc	0.31618
City of Palo Alto	12.06299
Plumas-Sierra Rural Electric Cooperative	1.72328
Port of Oakland	0.59281
City of Ukiah	0.33893
<b>Total</b>	<b>17.95811</b>

2.2 Assignment of the above allocations shall remain in effect for the duration of the Contract or upon 90 days written notice from any of the above NCPA members or NCPA to WAPA requesting termination of the Assignment. If an NCPA member listed above or NCPA requests to terminate the Assignment, this Exhibit A will be modified to reflect the remaining Base Resource percentage.

3. NCPA's Base Resource percentage may be adjusted by WAPA as specified in the Contract.

4. NCPA's Base Resource percentage will be adjusted effective January 1, 2040, in accordance with the Marketing Plan, to establish the 2040 Resource Pool for new power allocations.

5. WAPA shall provide up to 62 megawatts (MW) of Base Resource for all hours during the term of this Exhibit A, Revision 2, at the PG&E DLAP.

Northern California Power Agency  
Exhibit A, Revision 2 to  
Contract 21-SNR-02661

5.1. NCPA shall pay for 62 MW of transmission service to the PG&E DLAP based on the monthly rate in accordance with WAPA's Rate Schedule PACI-T4 or its successor.

6. The point(s) of delivery on the CVP transmission system for NCPA's remaining Base Resource shall be either WAPA's Tracy 230-kV or Tracy 500-kV or Cottonwood 230-kV Substations, or as requested by NCPA and approved by WAPA.

7. All power deliveries provided under this Contract shall be adjusted for the applicable transformation and transmission losses on the 230-kV system. Additional transformation and/or transmission losses shall be applied to deliveries at other than the 230-kV level.

8. This Exhibit A shall be replaced by WAPA as necessary under the terms and conditions set forth in the Contract, and a signature is not required by either Party.

Rate Schedule PACI-T4  
(Supersedes Schedule PACI -T3)

**UNITED STATES DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION**

**SIERRA NEVADA REGION  
PACIFIC ALTERNATING CURRENT INTERTIE**

**RATE FOR SHORT-TERM SALES  
(Approved August 30, 2024)  
POINT-TO-POINT TRANSMISSION SERVICE**

**Effective**

October 1, 2024, through September 30, 2025, or until superseded by another rate schedule, whichever occurs earlier.

**Applicable**

To customers receiving Pacific Alternating Current Intertie (PACI) Point-to-Point (PTP) transmission for Statutory Service such as firm electric, priority use power, and project use from the Western Area Power Administration (WAPA), Sierra Nevada Region (SN). This applies to services that last no longer than one year.

**Character and Conditions of Service**

Transmission service for three-phase, alternating current at 60-hertz, delivered and metered at the voltages and points of delivery or receipt, adjusted for losses, and delivered to points of delivery. This service includes scheduling and system control and dispatch service needed to support the transmission service.

**Formula Rate**

The formula rate for PACI PTP transmission service includes three components.

### **Component 1**

#### **PACI Transmission Revenue Requirement** **WAPA-SN's PACI Capacity**

Where:

PACI Transmission Revenue Requirement = Is WAPA-SN's costs associated with facilities that support the transfer capability of the PACI.

WAPA-SN's PACI Capacity = Is WAPA-SN's share of PACI transmission capacity, subject to curtailment under the current California-Oregon Intertie (COI) transfer capability.

WAPA-SN will update the rate from Component 1 at least 15 days before the start of the rate period. Rate change notifications will be posted on WAPA-SN's Open Access Same-Time Information System (OASIS).

### **Component 2**

Any charges or credits associated with the creation, termination, or modification to any tariff, contract, or rate schedule accepted or approved by FERC or other regulatory body will be passed on to each relevant customer. The charges or credits apply to the service to which this rate methodology applies. When possible, WAPA-SN will pass through charges or credits directly to the customer in the same manner WAPA-SN is charged or credited. When not possible, the charges or credits will be passed through using Component 1 of the formula rate.

### **Component 3**

Any charges or credits from the Host Balancing Authority for providing this service will be passed on to each relevant customer. When possible, WAPA-SN will pass through charges and

credits directly to the customer in the same manner WAPA-SN is charged or credited. When not possible, the charges or credits will be passed through using Component 1 of the formula rate.

### **Billing**

The formula rate above applies to the maximum amount of capacity reserved for periods ranging from 1 hour to 1 month, payable whether used or not. Billing will occur monthly.

### **Adjustment for Losses**

Losses incurred for service under this rate schedule will be accounted for as agreed to by the parties in accordance with the service agreement.

### **Audit Adjustments**

Financial audit adjustments that apply to the formula rate under this rate schedule will be evaluated on a case-by-case basis to determine the appropriate treatment for repayment and cash flow management.

## Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** Approval of the Third Amendment to the Amended Employment Agreement for Randy S. Howard General Manager

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	James "Bo" Sheppard	<b>METHOD OF SELECTION:</b>
	Commission Chair	N/A
Division:	Executive Committee	
Department:	NCPA Commission	

**This item is being considered in Closed Session.**

Pursuant to Government Code Section 54957.6: Agency representatives: NCPA Executive Committee Members and Human Resources Manager, Brynna Bryant: Unrepresented Employee: General Manager; and b) Performance evaluation pursuant to Government Code Section 54957(b): Unrepresented Employee: One Category: General Manager.

Contingent upon action taken during **Closed Session Item 34**, the Staff Report, Resolution and MOU will be provided to the Full Commission in Open Session for final consideration.

## Commission Staff Report

**COMMISSION MEETING DATE:** February 20, 2025

**SUBJECT:** Approval of the Eighth Amendment to the Employment Agreement with Jane E. Luckhardt, General Counsel

**AGENDA CATEGORY:** Discussion/Action

<b>FROM:</b>	James "B" Sheppard	<b>METHOD OF SELECTION:</b>
	Commission Chair	N/A
<b>Division:</b>	Executive Committee	
<b>Department:</b>	NCPA Commission	

**This item is being considered in Closed Session.**

Pursuant to Government Code Section 54957.6: Agency representatives: NCPA Executive Committee Members and Human Resources Manager, Brynna Bryant: Unrepresented Employee: General Manager; and b) Performance evaluation pursuant to Government Code Section 54957(b): Unrepresented Employee: One Category: General Counsel.

Contingent upon action taken during **Closed Session Item 35**, the Staff Report, Resolution, and First Amendment to the Amended Employment Agreement for Jane E. Luckhardt, General Manager will be provided to the Full Commission in Open Session for final consideration and approval.