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Commission Minutes

To: NCPA Commission
From: Carrie Pollo, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting – February 20, 2025

1. *Call Meeting to Order and Introductions*

Chair James “Bo” Sheppard called the meeting to order at 9:30 am at 651 Commerce Drive, Roseville, CA. Introductions were made and roll call was taken. Those in attendance are shown on the attached attendance list.

2. *Approve Minutes of the January 23, 2025 Commission Meeting*

MOTION: A motion was made by Brad Wilkie, and seconded by Sudhanshu Jain to approve the minutes of the January 23, 2025 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	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland			X
Redding	Y		
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah			X
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:

- There are several new NCPA Commissioners. Staff is working on an onboarding packet for new Commissioners to use as a reference.
- With all the late snow and rain this year, the hydro facilities are now building up their water storage.
- The Utility Directors' Retreat will be held March 12 – 14, 2025 in Healdsburg. Topics are being worked on for the agenda.
- A new Strategic Plan for 2026 – 2031 will need to be developed. Staff is hoping to have this completed and ready for approval in January 2026.
- Had a Member meeting with the City of Lompoc and presented to the Lompoc City Council.
- Healdsburg and Ukiah Member meetings have been scheduled in March.
- Continuing to work on wildfire activities and mitigation. Spoke at the NWPPA Wildfire Conference January 28, 2025 in Portland, OR.
- Arizona, Oregon, Washington and Montana are working on a bill in Washington, DC regarding wildfire liabilities.

4. Executive Committee

Chair Sheppard reported the Executive Committee met this morning. At that meeting the Committee discussed today's Commission meeting item 24 on the Consent Calendar, and items 27, 34, and 35 on the Discussion /Action portion of the agenda. A quorum of the Committee was established and the Committee was supportive of the above-mentioned items. The next Executive Committee meeting is scheduled on March 27, 2025.

5. Facilities Committee

Power Management Assistant General Manager, Tony Zimmer, reported the Facilities Committee met on January 8, 2025. A quorum of the Committee was established. At that meeting the Committee discussed today's Commission meeting item 28 on under Discussion /Action. The Facilities Committee also met on February 5, 2025. A quorum of the Committee was established. During that meeting the Committee discussed items 14 – 22 on the Consent Calendar and item 25 under Discussion/Action. The Committee was supportive on the above-mentioned items. The next Facilities Committee meeting is scheduled on March 5, 2025.

The Facilities Committee also held a special joint meeting with the Finance Committee on February 12, 2025 during which an overview of the Generation Services, Power Management, and Administrative Services budgets were reviewed. There is no action to report from this meeting.

6. Finance Committee

Administrative Services Assistant General Manager, Monty Hanks reported that the Finance Committee met on February 11, 2025 and reviewed items 13 and 23 on the Consent Calendar. The Committee recommended both for acceptance and approval.

The Committee also received a report on the current conditions of the financial markets. Most importantly, PFM discussed how national attention on the California fires renews investor and rating agencies' focus on wildfire prevention, risk mitigation, and disaster preparedness. In addition, rating agencies have also taken various actions (e.g., downgrades, credit watches, negative outlooks, etc.) on certain credits in the Los Angeles area, but this could spread toward other California utilities. This is a developing action we will continue to monitor.

The Finance Committee also held a special joint meeting with the Facilities Committee on February 12, 2025 during which an overview of the Generation Services, Power Management, and Administrative Services budgets were reviewed. There is no action to report from this meeting.

7. Legal Committee

General Counsel Jane Luckhardt reported the Legal Committee met on February 8, 2025. During the meeting the Committee discussed today's Closed Session items. Also, at that meeting a number of PPAs and the Renewable RFP were discussed as well.

8. Legislative & Regulatory Affairs Committee

Chair David Hagele reported that the NCPA L&R Committee met yesterday and approved the FY 2026 annual budget for the L&R program. The goal of budget deliberations is to ensure it supports the agency's strategic plan for the year. Also reviewed were key policy developments at the state and federal levels.

Please note that online registration for the annual NCPA/NWPPA Federal Policy Conference is now open. This year's event will be held April 27 – May 1, 2025 at the Willard Hotel. Registration information for this event can be found on NCPA Connect, and will also be emailed out separately to our membership and included in our Weekly publication.

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. Redding, Roseville, and Santa Clara abstained from the items listed below.

MOTION: A motion was made by Pauline Roccucci, and seconded by Christina McKenna to approve the Consent Calendar consisting of Agenda Items 10 through 24. 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	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y	23	
Port of Oakland			X
Redding	Y	21 & 23	
Roseville	Y		
Santa Clara	Y	23	
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah			X
Plumas-Sierra	Y		

10. **NCPA's Financials for the Month Ended January 31, 2024** – approval by all Members.
11. **Treasurer's Report for the Month Ended January 31, 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: 2022 Ford Explorer from LEC.
Fiscal Impact: This report has not direct fiscal impact to the Agency.
13. **Debt and Interest Rate Management Report Ending December 31, 2024** – accept by all members.
Fiscal Impact: Accepting the Debt and Interest Rate Management Report for the period ending December 31, 2024, has no fiscal impact.
14. **Resolution 25-21, Evoqua Water Technologies, LLC – Second Amendment to 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 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 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.
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.
15. **Resolution 25-22, T.A. Krause, Inc. dba T.A. Krause Construction and Custom Painting – First Amendment to 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 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.
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.
16. **Resolution 25-23, American Equipment Systems, LLC dba Allied Crane – First Amendment to 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 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.

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.

- 17. Resolution 25-24, KenMar Instrumentation Services, LLC – First Amendment to 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 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.

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.

- 18. Resolution 25-25, American Safety Services, 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 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.

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

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

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

- 20. Amended Resolution 25-31, RFI Enterprise, Inc. dba RFI Communication & Security Systems – First Amendment to Five Year Multi-Task General Services Agreement Accepting Assignment to Pavion Corp.; 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 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.

Fiscal Impact: The five year term and not to exceed amount of \$500,000 will remain unchanged.

21. Resolution 25-34, Nexant Cost Allocation Model Update for Fiscal Year 2026 – adopt resolution by all members approving the annual updates to the Nexant Model to allocate budgeted costs to members for Fiscal Year 2026.

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.

22. Resolution 25-32, Approval of the Northern California Power Agency's Liability Insurance Program Renewal for March 2025 to March 2026 – adopt resolution by all members 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.

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.

23. Resolution 25-33, Approval of the Combustion Turbine Project Number Two (CT2) Repower Project Reimbursement Resolution – adopt resolution by all members approving the Resolution stating NCPA's "official intent" to reimburse the Participants from future bond proceeds associated with the CT2 Repower Project.

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.

24. Resolution 25-37, Update Administrative General Wage Schedule to Include Revised Accounting Clerk Series – adopt resolution by all members authorizing the General Manager to update the Administrative General Wage Schedule to include the revised Accounting Clerk Series I-V.

Fiscal Impact: There would be no initial fiscal impact – progression in levels would continue to be approved by the Manager, Assistant General Manager, and the General Manager.

DISCUSSION/ACTION ITEMS

25. Resolution 25-27, Collierville Runner Refurbishment Project; Applicable to the following: The NCPA Hydroelectric Facility – adopt resolution by all members 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.

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.

Assistant General Manager, Michael DeBortoli, presented background information regarding the Collierville Powerhouse (CVPH) Pelton Refurbishment Project. The CVPH operates two hydroelectric Pelton units that generate a combined 253 MW of electricity. The runner is the prime mover that rotates the generator to produce electricity. Runner number two has several damaged areas that need to be repaired including several cracks, and high stress areas on

each of the 21 buckets that need to be treated. Mike reviewed the repairs needed and project costs. The repairs are expected to take three months. A new runner lead time is 16 months. There was no further discussion.

- During the presentation of item 25, Khaly Nguyen with the Port of Oakland joined the meeting via teleconference.

Motion: A motion was made by Sudhanshu Jain and seconded by Brad Wilkie recommending the Commission adopt 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. 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	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland	Y		
Redding		X	
Roseville	Y		
Santa Clara	Y		
Shasta Lake		X	
Truckee Donner		X	
Ukiah			X
Plumas-Sierra	Y		

26. Resolution 25-28, Geothermal C-Site Condensate Tank Replacement Project;

Applicable to the following: The NCPA Geothermal Facility– adopt resolution by all members 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.

Fiscal Impact: The total cost of this project is anticipated not to exceed \$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.

Assistant General Manager, Michael DeBortoli, presented background information regarding the Geothermal C-Site Condensate Tank Replacement Project. 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. 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. A breakdown of the project costs was reviewed. There was no further discussion.

Motion: A motion was made by Jeff Berkheimer and seconded by Pauline Roccucci recommending the Commission adopt Resolution 25-28 appointing Teri Alderson, acting Assistant General Manager of Administration for Alameda Municipal Power, as a member 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	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y	X	
Port of Oakland	Y		
Redding		X	
Roseville	Y		
Santa Clara	Y		
Shasta Lake		X	
Truckee Donner		X	
Ukiah			X
Plumas-Sierra	Y		

27. Resolution 25-36, Nomination and Approval of One New At-Large Executive

Committee Member – adopt resolution by all members 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.

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

A Special Nominating Committee meeting was held on February 11, 2025 to consider the nomination of one (1) other voting Member of the Executive Committee for reporting and approval of the Commission at the February regular meeting. It was decided during that meeting to nominate and recommend Vicki Veenker, with the City of Palo, to fill the vacancy on the Executive Committee due to the departure of one other Executive Committee Member. There was no further discussion.

Motion: A motion was made by Sudhanshu Jain and seconded by Pauline Roccucci recommending the 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. The motion carried by a majority of those members present on a roll call vote as follows:

- During the presentation of item 27, Cindy Sauers with the City of Ukiah joined the meeting via teleconference.

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

28. 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.

Assistant General Manager, Tony Zimmer presented background information regarding Amendment 1 to Contract 21-SNR-02661. WAPA has entered into a Transmission Exchange Agreement (TEA) with the CAISO and PG&E. WAPA is now offering the use of the TEA for certain customers to deliver Base Resource into the CAISO BAA (acting as a Transmission Ownership Right or TOR). The assigning Members are eligible to receive up to 62 MW of the TOR made available via the TEA. To gain access to the TEA TOR, a Customer is required to execute Amendment 1 to Contract 21-SNR-0266. There was no further discussion.

Motion: A motion was made by Brad Wilkie and seconded by Jared Carpenter recommending the Commission adopt 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. 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	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland	Y		
Redding		X	
Roseville		X	
Santa Clara		X	
Shasta Lake		X	
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra	Y		

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

CLOSED SESSION ITEMS

Chair Sheppard asked General Counsel to move the Commission into Closed Session at 10:25 am to discuss Closed Session items 29 through 33. General Counsel Jane Luckhardt took the Commission into Closed Session. Randy Howard and Jane Luckhardt left the meeting.

29. CONFERENCE WITH LABOR NEGOTIATORS AND PERFORMANCE EVALUATION –

a) Labor negotiations pursuant to Government Code Section 54957.6: Agency representatives: NCPA Executive Committee Members and Human Resources Manager Brynna Bryant: Unrepresented Public Employee: General Manager; and b) Performance evaluation pursuant to Government Code Section 54957(b): Unrepresented Public Employee: One Category: General Manager.

30. CONFERENCE WITH LABOR NEGOTIATORS AND PERFORMANCE EVALUATION –

a) Labor negotiations pursuant to Government Code Section 54957.6: Agency representatives: NCPA Executive Committee Members and Human Resources Manager Brynna Bryant: Unrepresented Public Employee: General Counsel; and b) Performance evaluation pursuant to Government Code Section 54957(b): Unrepresented Public Employee: One Category: General Counsel.

31. CONFERENCE WITH LEGAL COUNSEL – Pursuant to Government Code Section 54956.9(d)(2) – Anticipated Litigation, four (4) cases.

32. CONFERENCE WITH LEGAL COUNSEL – Pursuant to Government Code Section 54956.9(d)(1) – Pending Litigation, *Mark Myers and Nancy J. Myers v. Northern California Power Agency*, Placer County, Small Claims Court Case No. RSC0023035.

33. CONFERENCE WITH LEGAL COUNSEL – Pursuant to Government Code Section 54957(a) – Cyber Security: Discussion of cyber security event.

OPEN SESSION

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the public meeting at 12:15 pm.

REPORT FROM CLOSED SESSION

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

DISCUSSION/ACTION ITEMS

- 34. Resolution 25-20, Approval of the Third Amendment to the Amended Employment Agreement for Randy S. Howard, General Manager** – adopt resolution by all members approving the Third Amendment to the Amended Employment Agreement for Randy S. Howard; authorize the Chair of the Commission to execute the Third Amendment to the Amended Employment Agreement for Randy S. Howard; authorize the Chair of the Commission to adjust the annual salary effective as of the first pay period in 2025, and approve the General Manager's Performance Goals for 2025.

Fiscal Impact: The cost associated with the General Manager's compensation change is covered within the current fiscal year budget. No budget augmentation is required.

Motion: A motion was made by Jeff Berkheimer and seconded by Christina McKenna recommending the Commission adopt Resolution 25-20 approving the Third Amendment to the Amended Employment Agreement for Randy S. Howard; authorize the Chair of the Commission to execute the Third Amendment to the Amended Employment Agreement for Randy S. Howard; authorize the Chair of the Commission to adjust the annual salary effective as of the first pay period in 2025, and approve the General Manager's Performance Goals for 2025. 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	Y		
Biggs	Y		
Gridley	Y		
Healdsburg			X
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland			X
Redding	Y		
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra	Y		

- 35. Resolution 25-35, Approval of the Eighth Amendment to Employment Agreement with Jane E. Luckhardt, General Counsel** – adopt resolution by all members approving the Eighth Amendment to the Employment Agreement for Jane E. Luckhardt; authorize the Chair of the Commission to execute the Eighth Amendment to the Employment Agreement; authorize the Chair of the Commission to adjust the annual salary effective as of the first pay period in 2025, and approve the General Counsel's Performance Goals for 2025.

Fiscal Impact: The cost associated with the General Counsel's compensation change is covered within the current fiscal year budget. No budget augmentation is required.

Motion: A motion was made by Sudhanshu Jain and seconded by Pauline Roccucci recommending the Commission adopt Resolution 25-35 approving the Eighth Amendment to the Employment Agreement for Jane E. Luckhardt; authorize the Chair of the Commission to execute the Eighth Amendment to the Employment Agreement; authorize the Chair of the Commission to adjust the annual salary effective as of the first pay period in 2025, and approve the General Counsel's Performance Goals for 2025. 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	Y		
Biggs	Y		
Gridley	Y		
Healdsburg			X
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland			X
Redding			
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah	Y		
Plumas-Sierra	Y		

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The February 20, 2025 Commission meeting was adjourned at 12:25 pm by Chair Serventi.

Respectfully submitted,

//

JAMES "BO" SHEPPARD
Commission Chair

Prepared by,

//

CARRIE A. POLLO
Assistant Secretary to the Commission



Commission Meeting

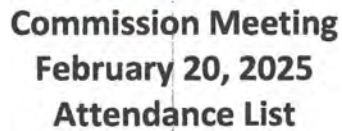
February 20, 2025

COMMISSIONERS

Attendance List

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

MEMBER	NAME
1 – ALAMEDA	Christina McKenna
2 – BART	Yuliya Schmidt
3 – BIGGS	Bo Sheppard
4 – GRIDLEY	Mike Farr
5 – HEALDSBURG	David Hagale
6 – LODI	
7 – LOMPOC	Brad Wilkie
8 – PALO ALTO	Vicki Veantier
9 – PLUMAS SIERRA REC	William Newberg
10 – PORT OF OAKLAND	Khaly Nguyen
11 – REDDING	Erin Presner
12 – ROSEVILLE	Pauline Rocucci
13 – SANTA CLARA	Sudhasan Jain
14 – SHASTA LAKE	James Takahara
15 – TRUCKEE DONNER	David Carpenter
16 – UKIAH	Cindy Samers

[illegible]

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SUPPORT SERVICES PROGRAM STATUS REPORT

March 18, 2025

<i>Member Name</i>	<i>Designated Representatives</i>	<i>Authorized Confirmation NTE Amount</i>	<i>Date Approved</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

<i>No.</i>	<i>Member Name</i>	<i>Date</i>	<i>Amount NTE</i>	<i>Vendor Name & Short Description</i>
0349	Truckee Donner PUD	3/18/25	\$ 43,740.59	NorCal Power Services LLC; perform replacement of transformer bushings at Truckee Donner PUD's Tahoe Donner substation.
0348	Truckee Donner PUD	3/18/25	\$ 51,584.00	NorCal Power Services LLC; perform maintenance inspections and testing of substation equipment at Truckee Donner PUD's Donner Lake substation.
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.
0338	City of Lompoc	10/17/24	\$ 60,660.70	Power Engineers, Inc.; Arc Flash analysis for Receiving substation.
0337 Amd.	City of Lompoc	9/10/24 2/28/25	\$ 68,840.65 \$ 125,000.00	Power Engineers, Inc.; Receiving substation engineering support including as-built drawing verification, update CAD drawing files, recommend renewal options, and prepare preventative maintenance program.
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.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0332	City of Santa Clara	7/11/24	\$ 83,985.00	Frontier Energy, Inc.; Provide up to 20 EE commercial food service site audits.
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.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
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.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0236 Amd. Amd.2	City of Santa Clara	3/1/22 3/7/24 12/5/24	\$426,328.00 \$426,328.00 \$607,058.00	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)

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
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.



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: March 27, 2025
To: NCPA Commission
Subject: March 5, 2025 Facilities Committee Meeting Minutes

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



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Minutes

To: NCPA Facilities Committee
From: Cheryl Bolt
Subject: March 5, 2025 Facilities Committee Meeting Minutes

1. **Call Meeting to Order & Roll Call** – The meeting was called to order by Committee Chair Nick Rossow (Redding) at 9:03 am. Attending via teleconference and on-line presentation were Alan Harbottle, Midson Hay, Ben Rings and Chris Ferrera (Alameda), Bo Sheppard (Biggs), Ross Pippitt (Gridley), Brad Wilkie (Lompoc), Vicente Rios and Jim Stack (Palo Alto), Nathan Tang and Liem Nguyen (Port of Oakland), Nick Rossow and Joseph Sloan (Redding), Basil Wong and Pia Sok (Santa Clara), Pete Lorenz (TID non-voting Member), and Cindy Sauers (Ukiah). Those attending in person are listed on the attached Attendance List. At the time of roll call, Committee Representatives from BART, Healdsburg, Plumas-Sierra, Shasta Lake, and TID, were absent. A quorum of the Committee was established at the time of roll.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

2. **Approval of Minutes from the February 5, 2025 regular Facilities Committee meeting and the February 12, 2025 Special Joint Facilities and Finance Committee meeting.**

Motion: A motion was made by Bo Sheppard and seconded by Jiayo Chiang recommending approval of the minutes from the February 2, 2025 regular Facilities Committee meeting and the February 12, 2025 Special Joint Facilities and Finance Committee meeting. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara and Ukiah. The motion passed.

3. **All NCPA Facilities, Members, SCPPA – Coffman Engineers, Inc. Multi-Task Professional Services Agreement** – The Plant Manager presented background on this current NCPA vendor, who will provide fire protection, mechanical, electrical, or civil engineering services. Staff is seeking a recommendation from the Facilities Committee for Commission approval of a five-year Multi-Task Professional Services Agreement between NCPA and Coffman Engineers, Inc., in an amount not to exceed \$1,000,000 for use at all facilities owned and/or operated by NCPA, NCPA

Members, by SCPPA, or by SCPPA Members. NCPA has similar agreements in place with GHD, Inc., Worley Group, Inc., and Ainsworth Associates Mechanical Engineers. The Committee had no further questions on this item.

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.

Motion: A motion was made by Brad Wilkie and seconded by Brian Schinstock seeking a recommendation for Commission approval of five-year MTPSA with Coffman Engineers, Inc. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. ABSTAIN = Palo Alto. The motion passed.

4. **All NCPA Facilities – MP Environmental Services, Inc. Second Amendment to the Multi-Task General Services Agreement** – The Plant Manager presented background information on this current NCPA vendor, who provides miscellaneous maintenance services. This agreement has primarily been used by the Geo Facility for sulfur hauling and bin rental services and the agreement is running low on funds. The second amendment will increase the not to exceed amount from 4,000,000 to 5,000,000 for the remainder of the agreement term, which will primarily be used for Geo's Spring Outage. Staff is seeking a recommendation from the Facilities Committee for Commission approval of a Second Amendment to the Five-Year Multi-Task General Services Agreement with MP Environmental Services, Inc., increasing the not to exceed amount from \$4,000,000 to \$5,000,000, with no change to the agreement terms and conditions, with any non-substantial changes recommended and approved by the NCPA General Counsel, for continued use at all facilities owned and/or operated by NCPA. NCPA has similar agreement in place with Gifford's Backhoe Services, Ancon dba Ancon Marine, Inc., and Republic Services, Inc. dba Advanced Chemical Transport, LLC dba ACTenviro. The Committee had no further questions on this item.

FISCAL IMPACT:

Upon execution, the total not to exceed the amount of the agreement will increase from \$4,000,000 to \$5,000,000 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.

Motion: A motion was made by Basil Wong and seconded by Bo Sheppard seeking a recommendation for Commission approval of a Second Amendment to the Five-Year MTGSA with MP Environmental Services, Inc. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Roseville, Santa Clara, and Ukiah. ABSTAIN = Port of Oakland and Redding. The motion passed.

5. **All NCPA Facilities, Members, SCPPA – Epidendio Construction, Inc. First Amendment to the Multi-Task General Services Agreement** – The Plant Manager presented information on this current NCPA vendor who provides miscellaneous maintenance services. This agreement has primarily been used by the Geothermal Facility for road maintenance and is now running low on funds. Staff is requesting a recommendation from the Facilities Committee for Commission approval to enter into a First Amendment to the Five-Year Multi-Task General Services Agreement with Epidendio Construction, Inc for miscellaneous maintenance services which includes labor, tools and vehicles to perform services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$1,000,000 to \$2,000,000 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 by SCPPA Members. NCPA has similar agreements in place with Northern Industrial Construction, Gifford's Backhoe Services, Granite Construction Company, and Rege Construction, Inc. The Committee had no further questions on this item.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from \$1,000,000 to \$2,000,000 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.

Motion: A motion was made by Alan Harbottle and seconded by Brad Wilkie recommending Commission approval of a First Amendment to the Five-Year Multi-Task General Services Agreement between NCPA and Epidendio Construction, Inc. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

6. **All NCPA Facilities, Members, SCPPA – Brian Davis dba Northern Industrial Construction First Amendment to the Multi-Task General Services Agreement** – The Plant Manager presented information on this existing NCPA vendor, who provides general maintenance services, including welding, safety, and fire watch services. This agreement has been primarily used by the Geothermal Facility for fire mitigation; however the agreement is running low on funds. Staff is seeking a recommendation from the Facilities Committee for Commission approval of the First Amendment to the Five-Year Multi-Task General Services Agreement between NCPA and Brian Davis dba Northern Industrial Construction for general maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$2,500,000 to \$3,000,000 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, or by SCPPA Members. The Committee had no further questions on this item.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from \$2,500,000 to \$3,000,000 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.

Motion: A motion was made by Jiayo Chiang and seconded by Basil Wong recommending Commission approval of a First Amendment to the five-year MTGSA with Brian Davis dba Northern Industrial Construction. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. The motion passed.

7. **All NCPA Facilities – Brenntag Pacific, Inc. Multi-Task Agreement for Purchase of Equipment, Materials and Supplies** – The Plant Manager provided background information on this current NCPA vendor that provides delivery of various chemicals. Staff is seeking a recommendation from the Facilities Committee for Commission approval of a five-year MTA-EMS with Brenntag Pacific, Inc. for purchase of chemicals, with a not to exceed amount of \$2,500,000, for use at all facilities owned and/or operated by NCPA. NCPA has similar agreements with Hill Brothers Chemical Company, Industrial Solution Services, Northstar Chemical, Thatcher Company of California, and Univar Solutions. The Committee had no further questions on this item.

FISCAL IMPACT:

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

Motion: A motion was made by Basil Wong and seconded by Brian Schinstock recommending Commission approval of a five-year MTA-EMS with Brenntag Pacific, Inc. for purchase of chemicals. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Palo Alto, Roseville, Santa Clara, and Ukiah. ABSTAIN = Port of Oakland and Redding. The motion passed.

8. **Grace Orchard Energy Center Final Project Participation Percentages** – Staff presented background information on the Renewable Power Purchase Agreement with Grace Orchard Energy Center, LLC. Early in the project, 100% of the participation was assigned to Santa Clara, however, the project percentages have now been updated and finalized. Staff is seeking a recommendation from the Facilities Committee for Commission approval of the amendment to the Third Phase Agreement with Grace Orchard Energy Center, LLC to add Table 3 to Exhibit A to establish final project participation percentages for the project, including any non-substantive modifications to Exhibit A that may be required to incorporate Table 3 as approved by the NCPA General Counsel. The Committee had no further questions on this item.

FISCAL IMPACT:

Pursuant to the terms and conditions of the Third Phase Agreement, each Participant acknowledges and agrees to be bound by the terms and conditions of the Third Phase Agreement, and that the Third Phase Agreement is written as a "take-or-pay" agreement, and any Products delivered to NCPA under the PPA shall be delivered to each Participant in proportion to such Participant's Project Participation Percentage as set forth in Exhibit A of the Third Phase Agreement, and each Participant shall accept and pay for its respective percentage of such products.

NCPA's costs for development and administration of the PPA and the Third Phase Agreement will be allocated to Members in accordance with the Third Phase Agreement, the Power Management and Administrative Services Agreement, the Amended and Restated Facilities Agreement, and approved cost allocation methodologies as described in the NCPA annual budget.

Motion: A motion was made by Basil Wong and seconded by Bo Sheppard recommending Commission approval of the Amendment to the Third Phase Agreement for Renewable Power Purchase Agreement with Grace Orchard Energy Center, LLC (Third Phase Agreement), to add Table 3 to Exhibit A. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Gridley, Lodi, Lompoc, Port of Oakland, Redding, Roseville, Santa Clara, and Ukiah. ABSTAIN = Palo Alto. The motion passed.

INFORMATIONAL ITEMS

9. New Business Opportunities – Power Management Staff reviewed key projects from the proposals received for the Renewable Energy Resources and Energy Storage Resources. The projects and their updates are listed below.

- **Vine Hill 1 - 4.4 MW Solar**
 - Status: Draft PPA provided to Seller for review
 - **Update:** Project delayed and proposed price increase. Waiting to hear back from the developer
- **Terra-Gen Discovery - 50 MW Index + PCC 1**
 - Status: currently seeking updated proposal from Seller
 - **Update:** Seller indicated updated offer to be sent in next few weeks. Pending developer update
- **Las Camas - 200 MW Solar + 100 MW BESS**
 - Status: Draft LOI provided to Seller for consideration
 - **Update:** This project remains on hold; refocus on Sonrisa Solar Park
- **Maestro - 150 MW Solar + 150 MW BESS**
 - Status: Executed LOI
 - **Update:** Waiting on CAISO to complete their evaluation regarding ranking.
- **Trolley - Up to 400 MW BESS (current 320 MW subscription)**
 - Status: PPA currently subject to negotiation
 - **Update:** Multiple turns have been provided to the developer. Meeting scheduled for March 6 with the Members
- **Wildcat - 100 MW PV**
 - **Update:** NCPA staff have developed an initial draft of the PPA. Have asked the developer for updated fixed rate price of anything above 100 MW
- **Sonrisa Solar Park - 100 MW Solar + 92 MW BESS, with RA Capacity attributes**
 - Est. COD: December 31, 2026
 - **Update:** NCPA staff recently provided a turn of the PPA to the developer for review; Next steps is for the developer to provide NCPA with a turn of the PPA

10. Proposed FY2026 Annual Budget Review – Staff provided an informational overview and summarized the proposed final FY 2026 budget; incorporating changes from feedback received from the February 12, 2025 Special Facilities Committee meeting, as well as further discussions with NCPA staff, which yields a net \$36.7m decrease.

NCPA Accounting staff outlined changes that were made since the initial FY2026 budget review. While there were increases in costs seen in some areas of the organization (Member Resources Natural Gas, Western Resources, Net Load costs, Transmissions costs, and Judicial Action) many other areas saw a decrease in costs. While labor costs are continuing to increase, the new positions that were earmarked for FY 2026 have been removed and the new position at the Hydro facility has been changed from a FTE to part time.

The FY2026 proposed budget will be presented to the Utility Directors for review at the March Utility Director's Retreat and previewed by the Commission in the March 27 Commission meeting. Staff will then make any final budget adjustments/revisions to allocations, and the final FY2026 budget will be presented to the Commission for approval in the April 24, 2025 meeting.

11. NCPA Disaster Recovery Center Update - NCPA's Facilities Manager provided the Committee with an update on the Disaster Recovery Center (DRC) project.

▪ **Key Project Updates**

- Site work demolition - **Completed**
- Interior demolition - **95% Complete**
- Plumbing trenching and excavation - **Complete**
- Plumbing tie in and backfill – **Completed**
- Mechanical duct demolition - **Completed**
- Mechanical ducting and controls will tie into the Automated Logic Controls – **Work In Progress**
- Worked with the contractor to perform an intensive water intrusion testing – **Testing Completed**
- Water penetration testing resulted in determining the window seals are compromised. Staff has engaged with a glazier for pricing on silicone repair of all exterior windows – **Work In Progress**

▪ **Project Safety**

- 0 Near misses
- 0 First aids
- 0 Recordables
- Daily tailboard meetings to review safety procedures and identify high-risk activities.

▪ **Deferred Submittals**

- Fire Sprinkler and Fire System Deferred Submittals are scheduled to be submitted by March 7, 2025
- Generator and Automatic Transfer Switch (ATS) submittals are scheduled for submission by March 7, 2025
- Sacramento Air Quality Management District Generator submittals are scheduled for submission the week of March 10, 2025

▪ **Project Schedule**

- Substantial completion target is June 24, 2025
- Project closeout and final completion July 9, 2025

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

CTs – CT1 had 0 Ghost starts and 9 actual of 2 forecasted. FYTD total is 147 starts. CT2 had 0 starts of 0 forecasted. FYTD total is 41 starts

▪ **Outages**

CT1 Lodi

- No outages – Available

CT1 Alameda U1/U2

- On February 12 @1457 thru February 13 @ 1153, U2 was called in RTM; unfortunately, U2 tripped shortly after start up. Discovered exciter power supply had an internal fault due to over temperature, fan wiring was found defective. Fan was rewired and unit is operational

CT2 STIG

- Unit is no longer operational

▪ **CT1 Lodi Run Hours**

- YTD hours **4.69 of 200** allowed (based on calendar year)

▪ **CT1 Alameda Diesel Hours**

- U1= 6.74 hrs. of 42 (in any consecutive 12-month period)
- U2= 3.88 hrs. of 42 (in any consecutive 12-month period)

- **Planned Outages**

- CT1 Lodi – May 1 thru May 31, 2025

- **Safety**

- No issues to report

- **Environmental**

- Submitted application to SJVAPCD for CT2 air permit as a dormant emissions unit
- CT2 Fuel piping has been disconnected to GT as per district's request
- Once SJVAPCD issues ATC under permit N-2697-1-9, CEMS will be inoperative while unit is dormant and QA procedures will not be required, (RATA/CGA/Linearity) testing

Geo – The average Net Generation for the month of February was 79.6 MW. The total Net Generation was 53.5 GWhrs. The FY 2025 **Forecasted** Net Generation = 494.6 GWh YTD. The FY 2025 **Actual** Net Generation = 484.4 GWhrs YTD, which is -2.0% below forecast.

- **Outages**

- **Plant 1 & 2 Unit Trips**

- On February 9 at 2:30 pm, PG&E made a statement that a lightning strike occurred on the Plant 1 (U1&U2) 230 KV Lakeville line causing it to relay
- Three minutes later, a slug of H2S gas caused a unit runback on Plant 2, causing U4 to trip offline on reverse current
 - The Unit cross tie valve was open 20% to balance the steamfield pressure
- Plant 2 (U4) was restarted on Feb. 9th.
- Plant 1 (U1) was restarted on Feb. 12th
- Plant 1 (U2) was restarted on Feb. 14th
- The piping movement/damage to the supports was noticed the following day on Feb. 10th, and the header was subsequently isolated on Feb. 12th
- **Root Cause:** A common 42" steam pipeline moved/jumped along eight pipeline supports due to a Pressure/water hammer event that may have occurred during the Unit trip or the Plant 2 restart
- Staff is working to get the pipeline inspected, moved back onto the supports, and repaired during the P2 outage in March. The section of piping is approximately 200 ft long
- There is a 12MW restriction with the Cross Tie valved out

Emergency Response Plan Executed – February 11, 2025 at Plant 1 Turbine Building

13.8kV Switchgear Room

- At 10:42 am, a fire alarm sounded. At 10:43 am, plant personnel verified that smoke was visible from the switchgear room via radio communication. At 10:44 am, an evacuation order was given, open Units 1 & 2 OCBs to the plant. The plant went dark with no power being supplied; all personnel evacuated the building
- **Root Cause:** It was determined that the fire was due to a faulty DC breaker charging motor, which kept running and overheated. The motor is supposed to automatically shut off upon a full charge
- The entire breaker was sent out to be refurbished and the motor will be replaced. The power supply wires from the DC battery room will be checked for proper continuity prior to reinstalling the breaker assembly. The Plant Manager reported that the unit was returned to service 48 hours after the onset of the incident

- **Planned Outages**

- Plant #2 outage has commenced beginning March 1st and will continue through the end of the month. Both strainers were intact, however, U4 steam strainer inspections identified a crack underneath the stainless-steel basket lip towards the top of the basket. These baskets were last replaced in 2019 but were scheduled to be replaced as part of the Spring 2025 Outage, Preventative maintenance measures are in place to inspect annually across all units
- Plant #1 outage is set for May 1st -31st 2025

- **Steamfield Activity – February 2025**

- Steamfield Transmitter (Production Well) Calibrations- **Completed**
- Well cementing (Top Jobs)- 90% Confined Space wells remaining- March/April [1 week]
- Static Wellhead Pressure Measurements- March Outage [1 month]
- H-Site Condensate Tank Patching, Replace MOV- March/April [1 week]
- Pressure Survey Phase III (Diff. Press. at five locations)- April [1 day]
- Wellhead Casing thickness inspections- March/April [2-3 weeks]
- Wellhead Wing valve Insulations- April (Tentative)
- C-Site Condensate Tank- March/April [10 weeks after Materials]
- Geothermex Steamfield Injection Optimization Modelling - March/April
- C9 Workover Proposal- After Forecast No. 4 [2 weeks]
- E-Site Fire water Dip Tank (Auto Fill)- Public Works Project
- Steamfield Report- April/May
- Annubar Inspections, Venturi Calibrations - May
- Injection Well Flow Meter Calibration/Inspection - May (Tentative)

- **Key Projects**

- **Previously approved 2024/2025**

- Plant 2 – Fire System Alarm Annunciators –Started in October 2024 – **Completed** (CEC review moved out until April due to planned outage)
- SEGEF Air Compressors – Parts arriving later this month. Installation - **Q2 2025**
- C-Site Condensate Tank – **March/April**
- Plant 1 & 2 Spring 2025 Outages – **U2 started on March 1, 2025**

- **Future Committee Approval 2025**

- Plant 2 – MCC 480V Project – Install in 2025 – **CEC is reviewing more documents**
- Plant 2 – Underground Storage Tank – FY 2025 – Engineering support PO issued; CEC to review
- SEGEF – Amended and Restated Agreements on new contract terms - **Ongoing**

- **Staff Updates**

- A new Maintenance Technician has been hired – **March 12, 2025 start date**
- Lead Operations Technician – There is currently an opening for this position - **Position posted internally**
- Summer Intern – **Interviews have been scheduled**

Hydro – During the month of February, Collierville (CV) Powerhouse was at 100% availability. New Spicer Meadows (NMS) Powerhouse was at 89% availability due to an extended PG&E/NCPA communication issue.

- **New Spicer Meadows Reservoir Storage**

- 5,641 af increase (3%) month-over-month
- 80,420 af to 86,061 af
- 46% capacity
- Draft at 25 cfs

- **Current Events**

- Murphys Main Office - There was minor water infiltration into the main building in Murphys. A tree was causing drainage pipe issues, which resulted in the tree removal to remediate
- Solar Maintenance at the Murphys building resulted in some inverter replacements
- NSM – There were some issues discovered with the sump relay at the NSM PH, which resulted in relay replacements
- Will be releasing an RFP for P 11197 Relicensing support for PAD, NOI, gap analysis, GIS layers
- New Hydro Technician will start next week
- Interviews scheduled for the Hydro Technician position

- Annual USFS meeting is scheduled for March 19, 2025
- Annual 230 KV line patrol with vegetation maintenance beginning later in March and continuing through Spring

13. Planning and Operations Update – Staff provided a verbal update on following key planning and operating activities:



- **Resource Integrations**
 - Seal Beach BESS – May 2025
 - Malaga BESS – June 2025
 - Kola BESS – July 2025
 - Alpaugh BESS – June 2026
 - Other PV / BESS integrations
- **Resource Development**
 - ZWEDC – Integration Phase on hold for the moment. ISO is proposing to overhaul the Resource Adequacy program. Power Management team is actively participating. Final comments will be submitted today
 - NCPA Renewable RFP – **Under Review**
- **Active CAISO stakeholder process**
 - IEP, RA, CRR, TPP, other

ADJOURNMENT

The meeting was adjourned at 11:24 pm by the Committee Chair.

**Northern California Power Agency
March 5, 2025 Facilities Committee Meeting
Attendance List**

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

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

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

Tony Zimmer	NCPA
Mike DeBortoli	NCPA
Brian Schimrock	Roseville
Jim Beach	NCPA
Jack Eymann	NCPA
Rafael Santana	NCPA
Jeremy Lawson	NCPA
Sandra Ainsworth	NCPA
Ujjayanta Khosabadi	NCPA
Ben Hector	NCPA
Monty Hawks	NCPA
Jane Luckhardt	NCPA



10

Commission Staff Report

COMMISSION MEETING DATE: March 27, 2025

SUBJECT: January 31, 2025 Financial Report (unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending January 31, 2025.

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the March 27, 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 January 31, 2025 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- January 31, 2025 Financial Report

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

**Schedule of Disbursements
(Unaudited)**

For the Month of January 2025

Operations:

Geothermal	\$ 1,457,585
Hydroelectric	1,947,292
CT#1 Combustion Turbines	295,108
CT#2 STIG	29,702
Lodi Energy Center	6,321,587
NCPA Operating	<u>31,554,916</u>
Total	<u>\$ 41,606,190</u>

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED JANUARY 31, 2025

PERCENT OF
YEAR ELAPSED
58%

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
GENERATION RESOURCES					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 3,217,929	\$ 22,253,292	\$ 40,231,090	55%	
Debt Service (Net)	1,534,669	10,742,683	18,416,028	58%	
Annual Budget Cost	4,752,598	32,995,975	58,647,118	56%	
Geothermal					
Other Plant Cost	3,272,336	26,759,362	47,043,119	57%	
Debt Service (Net)	-	-	-	N/A	
Annual Budget Cost	3,272,336	26,759,362	47,043,119	57%	
Combustion Turbine No. 1					
Fuel	38,780	617,341	718,046	86%	(a)
Other Plant Cost	351,513	3,282,874	4,733,429	69%	(b)
Annual Budget Cost	390,293	3,900,215	5,451,475	72%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	643	385,297	1,180,587	33%	
Other Plant Cost	353,282	2,835,516	5,093,732	56%	
Debt Service (Net)	-	421,313	421,313	100%	(c)
Annual Budget Cost	353,925	3,642,126	6,695,632	54%	
Lodi Energy Center					
Fuel	5,660,983	23,346,477	77,589,905	30%	
Other Plant Cost	3,412,701	22,125,234	54,644,498	40%	
Debt Service (Net)	2,168,156	15,177,090	26,017,868	58%	
Annual Budget Cost	11,241,840	60,648,801	158,252,271	38%	
Member Resources - Energy	8,960,799	49,952,609	53,765,565	93%	(d)
Member Resources - Energy (Customer)	10,883	30,812	-	N/A	
Member Resources - Natural Gas	419,783	4,816,828	5,432,402	89%	(e)
Western Resources	1,077,817	8,759,858	23,246,095	38%	
Market Power Purchases	5,672,411	25,068,352	48,565,629	52%	
Load Costs - CAISO	32,556,134	218,128,368	545,184,045	40%	
Load Costs - CAISO (Customer)	(10,182)	5,218,370	-	N/A	
Net GHG Obligations	-	1,640,330	2,108,011	78%	(f)
	68,698,637	441,562,006	954,391,362	46%	
TRANSMISSION					
Independent System Operator					
Grid Management Charge	\$268,972	\$1,679,863	2,572,012	65%	(g)
Wheeling Access Charge	17,606,644	90,308,764	155,004,333	58%	
Ancillary Services	279,263	2,237,941	4,577,450	49%	
Other ISO Charges/(Credits)	(765,014)	(133,330)	2,549,026	-5%	(h)
	17,389,865	94,093,238	164,702,821		
Independent System Operator (Customer)	35,516	(1,876,288)	-		
	17,425,381	92,216,950	164,702,821	56%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED JANUARY 31, 2025**

PERCENT OF YEAR ELAPSED
58%

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
<u>MANAGEMENT SERVICES</u>					
Legislative & Regulatory					
Legislative Representation	244,508	1,281,841	2,361,093	54%	
Regulatory Representation	74,667	400,386	828,799	48%	
Western Representation	29,030	248,042	599,235	41%	
Customer Programs	89,667	326,251	666,457	49%	
Judicial Action	187,778	1,005,889	1,240,000	81%	(i)
Power Management					
System Control & Load Dispatch	921,381	6,464,071	11,749,989	55%	
Forecasting, Planning, Prescheduling & Trading	268,990	1,718,055	3,242,955	53%	
Industry Restructuring & Regulatory Affairs	27,006	194,801	427,756	46%	
Contract Admin, Interconnection Svcs & External Affairs	107,809	748,323	1,304,749	57%	
Gas Purchase Program	5,330	33,711	86,207	39%	
Market Purchase Project	8,087	48,778	124,392	39%	
Energy Risk Management					
Settlements	11,477	120,838	175,918	69%	(j)
Integrated Systems Support	61,408	500,244	1,217,204	41%	
Participant Pass Through Costs	40,171	285,169	704,665	40%	
Support Services	138,328	907,009	1,967,542	46%	
	102,418	1,054,577	147,285	N/A	
	2,318,055	15,337,985	26,844,246	57%	
TOTAL ANNUAL BUDGET COST	88,442,073	549,116,941	1,145,938,429	48%	
<u>LESS: THIRD PARTY REVENUE</u>					
Plant ISO Energy Sales	14,087,647	80,294,040	217,597,296	37%	(k)
Member Resource ISO Energy Sales	6,061,956	33,288,900	44,226,716	75%	(l)
Member Owned Generation ISO Energy Sales	11,271,543	76,186,168	156,157,708	49%	(m)
Revenue from Customers	(228,323)	(5,902,312)	-	N/A	
Customer Owned Generation ISO Energy Sales	92,458	385,870	1,469,256	26%	(m)
NCPA Contracts ISO Energy Sales	3,350,316	12,258,976	50,551,647	24%	(m)
Western Resource Energy Sales	1,949,736	15,406,810	41,304,601	37%	(m)
Load Energy Sales	142,706	3,474,123	-	N/A	
Ancillary Services Sales	147,383	1,805,012	6,817,168	26%	(n)
Transmission Sales	9,198	64,386	110,376	58%	
PM Service Revenue	241,082	1,677,854	2,885,924	58%	
Western Credits, Interest and Other Income	3,244,035	42,062,108	58,618,398	72%	(o)
	40,369,737	261,001,925	579,739,090	45%	
NET ANNUAL BUDGET COST TO PARTICIPANTS	\$ 48,072,336	\$ 288,115,016	\$ 566,199,339	51%	

Notes continued on next page

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED JANUARY 31, 2025

PERCENT OF YEAR ELAPSED 58%

NOTES:

- (a) Increased fuel purchases due to higher year to date generation compared to budget.
- (b) Increase due to higher than budgeted Travel and Meal costs for CT1 annual outage and higher than budgeted ISO Imbalance Energy Settlement.
- (c) Final debt payment for CT2 on August 1st. No further payment for remainder of fiscal year.
- (d) Increase due to unbudgeted member resource purchases
- (e) Increased due to higher member purchases and larger than budgeted cost spread.
- (f) Increase due to unbudgeted Customer GHG charges.
- (g) Increase due to higher than budgeted resource contracts resulting in higher GMC charges.
- (h) Decreased costs due to higher than budgeted ISO Settlement Revenue.
- (i) Increase to unbudgeted outside service costs associated with ISO Tariff Rates & Amendment litigation and higher than budgeted costs for FERC Rate Cases.
- (j) Increase due to budgeted training costs incurred in first half of the year. 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 contract 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 and Hydro.
- (o) Increase due to higher member contract sales. interest income and effluent revenue.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	January	
	2025	2024
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 58,197	\$ 68,014
Investments	41,159	32,033
Accounts receivable		
Participants	18	-
Other	855	3,220
Interest receivable	1,348	875
Inventory and supplies	7,014	6,763
Prepaid expenses	4,091	5,006
TOTAL CURRENT ASSETS	112,682	115,911
RESTRICTED ASSETS		
Cash and cash equivalents	54,757	64,214
Investments	214,935	192,763
Interest receivable	38	40
TOTAL RESTRICTED ASSETS	269,730	257,017
ELECTRIC PLANT		
Electric plant in service	1,605,900	1,603,848
Less: accumulated depreciation & amortization	(1,174,546)	(1,136,615)
	431,354	467,233
Construction work-in-progress	1,788	1,631
TOTAL ELECTRIC PLANT	433,142	468,864
OTHER ASSETS		
Regulatory assets	136,296	149,613
Investment in associated company	265	265
TOTAL ASSETS	952,115	991,670
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	73	454
Pension and OPEB deferrals	29,466	25,345
Asset retirement obligations	63,640	62,371
TOTAL DEFERRED OUTFLOWS OF RESOURCES	93,179	88,170
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,045,294	\$ 1,079,840

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	January	
	2025	2024
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 41,067	\$ 51,754
Member advances	1,315	1,168
Operating reserves	32,943	27,146
Current portion of long-term debt	33,082	55,778
Accrued interest payable	2,522	2,770
TOTAL CURRENT LIABILITIES	110,929	138,616
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	62,715	56,556
Operating reserves and other deposits	189,885	169,176
Asset retirement obligations	76,164	73,056
Long-term debt, net	461,490	497,397
TOTAL NON-CURRENT LIABILITIES	790,254	796,185
TOTAL LIABILITIES	901,183	934,801
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	93,400	94,852
Pension and OPEB deferrals	1,668	2,112
TOTAL DEFERRED INFLOWS OF RESOURCES	95,068	96,964
NET POSITION		
Net investment in capital assets	(48,057)	(69,053)
Restricted	17,606	29,661
Unrestricted	79,494	87,467
TOTAL NET POSITION	49,043	48,075
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,045,294	\$ 1,079,840

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

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

UNAUDITED

	For the Seven Months Ended January,	
	2025	2024
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 300,990	\$ 326,295
Other Third-Party	118,635	168,467
TOTAL OPERATING REVENUES	419,625	494,762
OPERATING EXPENSES		
Purchased power	167,238	221,153
Operations	66,557	77,485
Transmission	104,005	106,501
Depreciation & amortization	18,852	17,925
Maintenance	30,333	19,398
Administrative and general	17,450	15,162
TOTAL OPERATING EXPENSES	404,435	457,624
NET OPERATING REVENUES	15,190	37,138
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(9,213)	(10,935)
Interest income	16,261	20,740
Other	3,733	5,009
TOTAL NON OPERATING EXPENSES	10,781	14,814
FUTURE RECOVERABLE AMOUNTS	(1,709)	(15,039)
REFUNDS TO PARTICIPANTS	(12,331)	(15,193)
INCREASE (DECREASE) IN NET POSITION	11,931	21,720
NET POSITION, Beginning of year	37,112	26,355
NET POSITION, Period ended	\$ 49,043	\$ 48,075

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

	January 31, 2025									
	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	\$ -	\$ -	\$ -	\$ -	\$ 137	\$ -	\$ -	\$ 1,414	\$ 56,645	\$ 58,197
Investments	-	-	-	-	-	-	-	-	41,159	41,159
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	18	18
Other	-	-	-	-	-	-	482	-	173	855
Interest receivable	185	368	-	-	62	-	88	-	645	1,348
Inventory and supplies	1,809	1,319	330	491	3,065	-	-	-	-	7,014
Prepaid expenses	1,200	1,181	2	131	1,414	-	95	(142)	210	4,091
Due from Agency and other programs*	19,705	2,830	2,465	3,157	36,696	-	14,563	4,957	(84,373)	-
TOTAL CURRENT ASSETS	22,899	5,698	2,798	3,779	41,374	-	15,228	6,229	14,677	112,682
RESTRICTED ASSETS										
Cash and cash equivalents	224	2,102	1,359	-	4,509	-	21,455	-	25,108	54,757
Investments	33,941	53,417	-	-	35,997	-	20,702	-	70,878	214,935
Interest receivable	-	-	-	-	38	-	-	-	-	38
TOTAL RESTRICTED ASSETS	34,165	55,519	1,359	-	40,544	-	42,157	-	95,986	269,730
ELECTRIC PLANT										
Electric plant in service	580,563	395,746	65,470	39,023	447,722	7,736	61,427	1,178	7,035	1,605,900
Less accumulated depreciation & amortization	(559,152)	(324,622)	(64,464)	(36,000)	(162,009)	(7,736)	(14,303)	(1,018)	(5,242)	(1,174,546)
	21,411	71,124	1,006	3,023	285,713	-	47,124	160	1,793	431,354
Construction work-in-progress	-	-	-	-	-	-	-	-	1,788	1,788
TOTAL ELECTRIC PLANT	21,411	71,124	1,006	3,023	285,713	-	47,124	160	3,581	433,142
OTHER ASSETS										
Regulatory assets	-	69,841	-	-	21,279	-	-	-	39,176	136,296
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	78,475	202,182	5,163	6,802	394,910	-	104,509	6,389	153,685	952,115
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	-	-	-	-	73	-	-	-	-	73
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	29,466	29,466
Asset retirement obligations	63,246	-	185	-	209	-	-	-	-	63,640
TOTAL DEFERRED OUTFLOWS OF RESOURCES	63,246	-	185	-	282	-	-	-	29,466	93,179
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 141,721	\$ 202,182	\$ 5,348	\$ 6,802	\$ 395,192	\$ -	\$ 104,509	\$ 6,389	\$ 183,151	\$ 1,045,294

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

January 31, 2025										
	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	\$ 499	\$ 251	\$ -	\$ -	\$ 5,371	\$ -	\$ 27,350	\$ -	\$ 7,595	\$ 41,067
Member advances	791	-	-	-	-	-	-	524	-	1,315
Operating reserves	3,716	250	617	4,476	23,884	-	-	-	-	32,943
Current portion of long-term debt	-	12,435	10	-	14,657	-	5,915	-	65	33,082
Accrued interest payable	-	498	(33)	-	2,057	-	-	-	-	2,522
TOTAL CURRENT LIABILITIES	5,006	13,434	594	4,477	45,969	-	33,265	524	7,660	110,929
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	62,715	62,715
Operating reserves and other deposits	1,500	45,664	1,360	-	133	-	42,668	1,733	96,827	189,885
Asset retirement obligations	75,769	-	185	-	210	-	-	-	-	76,164
Long-term debt, net	-	132,607	553	-	287,053	-	41,209	-	68	461,490
TOTAL NON-CURRENT LIABILITIES	77,269	178,271	2,098	-	287,396	-	83,877	1,733	159,610	790,254
TOTAL LIABILITIES	82,275	191,705	2,692	4,477	333,365	-	117,142	2,257	167,270	901,183
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	39,365	7,351	2,453	3,280	37,453	-	-	159	3,339	93,400
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	1,668	1,668
TOTAL DEFERRED INFLOWS OF RESOURCES	39,365	7,351	2,453	3,280	37,453	-	-	159	5,007	95,068
NET POSITION										
Net investment in capital assets	21,411	(73,106)	890	3,023	(3,682)	-	-	159	3,448	(48,057)
Restricted	-	7,262	1,392	-	9,374	-	(422)	-	-	17,606
Unrestricted	(1,350)	68,970	(1,879)	(3,978)	18,682	-	(12,211)	3,814	7,426	79,494
TOTAL NET POSITION	20,061	3,126	203	(955)	24,374	-	(12,633)	3,973	10,874	49,043
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 141,721	\$ 202,182	\$ 5,348	\$ 6,802	\$ 395,192	\$ -	\$ 104,509	\$ 6,389	\$ 183,151	\$ 1,045,294

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 Seven Months Ended January 31, 2025											
	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	\$ 9,997	\$ 18,345	\$ 2,708	\$ 1,835	\$ 37,159	\$ -	\$ 212,812	\$ 16,805	\$ 1,329	\$	300,990
Other Third-Party	23,287	15,242	1,154	1,999	42,356	-	32,681	1,916	-		118,635
TOTAL OPERATING REVENUES	33,284	33,587	3,862	3,834	79,515	-	245,493	18,721	1,329		419,625
OPERATING EXPENSES											
Purchased power	1,379	1,553	209	494	2,071	-	161,532	-	-		167,238
Operations	12,464	3,027	2,216	1,150	35,417	-	4,288	7,995	-		66,557
Transmission	145	168	6	66	334	-	103,284	2	-		104,005
Depreciation & amortization	1,743	5,595	2,818	210	8,261	-	-	91	134		18,852
Maintenance	10,791	13,970	305	1,507	3,560	-	-	200	-		30,333
Administrative and general	4,921	3,351	364	633	4,496	-	-	7,188	(3,503)		17,450
Intercompany (sales) purchases, net*	(648)	221	41	81	313	-	-	(8)	-		-
TOTAL OPERATING EXPENSES	30,795	27,885	5,959	4,141	54,452	-	269,104	15,468	(3,369)		404,435
NET OPERATING REVENUES	2,489	5,702	(2,097)	(307)	25,063	-	(23,611)	3,253	4,698		15,190
NON OPERATING (EXPENSES) REVENUES											
Interest expense	(23)	(2,274)	143	-	(7,059)	-	-	-	-		(9,213)
Interest income	3,517	1,909	104	78	2,001	-	2,721	167	5,764		16,261
Other	639	532	(1)	(22)	2,758	-	(528)	28	327		3,733
TOTAL NON OPERATING (EXPENSES) REVENUES	4,133	167	246	56	(2,300)	-	2,193	195	6,091		10,781
FUTURE RECOVERABLE AMOUNTS	756	(3,781)	2,219	-	(903)	-	-	-	-		(1,709)
REFUNDS TO PARTICIPANTS	(8)	(191)	(735)	(219)	(356)	-	(3,577)	(3,205)	(4,040)		(12,331)
INCREASE (DECREASE) IN NET POSITION	7,370	1,897	(367)	(470)	21,504	-	(24,995)	243	6,749		11,931
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	\$ 20,081	\$ 3,126	\$ 203	\$ (955)	\$ 24,374	\$ -	\$ (12,633)	\$ 3,973	\$ 10,874	\$	49,043

* Eliminated in Combination

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

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 811,443
PAST DUE:			
1 - 30	APPA	DEED Scholarship K. Kasparian	1,500 *
31 - 60	AVA Community Energy	Dec 2024 ARB	60,062 *
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 873,005</u>

* Denotes items paid/applied after January 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 January 2025

Operations:

Geothermal	\$ 1,457,585
Hydroelectric	1,947,292
CT#1 Combustion Turbines	295,108
CT#2 STIG	29,702
Lodi Energy Center	6,321,587
NCPA Operating	<u>31,554,916</u>
Total	<u>\$ 41,606,190</u>




Commission Staff Report

COMMISSION MEETING DATE: March 27, 2025

SUBJECT: February 28, 2025 Financial Report (unaudited)

AGENDA CATEGORY: Consent

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

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

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending February 28, 2025.

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the March 27, 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 February 28, 2025 financial reports are also included.

FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- February 28, 2025 Financial Report

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

**Schedule of Disbursements
(Unaudited)**

For the Month of February 2025

Operations:

Geothermal	\$ 1,447,843
Hydroelectric	2,365,365
CT#1 Combustion Turbines	470,011
CT#2 STIG	54,214
Lodi Energy Center	9,408,991
NCPA Operating	<u>39,573,077</u>
Total	<u>\$ 53,319,501</u>

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

PERCENT OF YEAR ELAPSED
67%

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 3,244,762	\$ 25,498,054	\$ 40,231,090	63%	
Debt Service (Net)	1,534,669	12,277,352	18,416,028	67%	
Annual Budget Cost	4,779,431	37,775,406	58,647,118	64%	
<u>Geothermal</u>					
Other Plant Cost	3,915,040	30,674,429	47,043,119	65%	
Debt Service (Net)	-	-	-	N/A	
Annual Budget Cost	3,915,040	30,674,429	47,043,119	65%	
<u>Combustion Turbine No. 1</u>					
Fuel	19,130	636,471	718,046	89%	(a)
Other Plant Cost	524,643	3,807,517	4,733,429	80%	(b)
Annual Budget Cost	543,773	4,443,988	5,451,475	82%	
<u>Combustion Turbine No. 2 (Stig)</u>					
Fuel and Pipeline Transport Charges	1,271	386,567	1,180,587	33%	
Other Plant Cost	340,725	3,176,242	5,093,732	62%	
Debt Service (Net)	-	421,313	421,313	100%	(c)
Annual Budget Cost	341,996	3,984,122	6,695,632	60%	
<u>Lodi Energy Center</u>					
Fuel	2,248,443	25,594,920	77,589,905	33%	
Other Plant Cost	4,795,221	26,935,490	54,644,498	49%	
Debt Service (Net)	2,168,156	17,345,245	26,017,868	67%	
Annual Budget Cost	9,211,820	69,875,655	158,252,271	44%	
Member Resources - Energy	4,282,524	54,235,133	53,765,565	101%	(d)
Member Resources - Energy (Customer)	6,599	37,411	-	N/A	
Member Resources - Natural Gas	330,646	5,147,474	5,432,402	95%	(e)
Western Resources	1,047,242	9,807,100	23,246,095	42%	
Market Power Purchases	4,297,123	29,365,475	48,565,629	60%	
Load Costs - CAISO	26,418,583	244,546,950	545,184,045	45%	
Load Costs - CAISO (Customer)	(6,630)	5,211,740	-	N/A	
Net GHG Obligations	1,007,940	2,648,270	2,108,011	126%	(f)
	56,176,087	497,753,153	954,391,362	52%	
<u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	\$244,293	\$1,924,156	2,572,012	75%	(g)
Wheeling Access Charge	16,581,730	106,890,494	155,004,333	69%	
Ancillary Services	539,973	2,777,915	4,577,450	61%	
Other ISO Charges/(Credits)	(646,597)	(779,927)	2,549,026	-31%	(h)
	16,719,399	110,812,638	164,702,821		
Independent System Operator (Customer)	(38,135)	(1,914,423)	-		
	16,681,264	108,898,215	164,702,821	66%	

Management Services continued on next page

**NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

PERCENT OF YEAR ELAPSED
67%

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
<u>MANAGEMENT SERVICES</u>					
Legislative & Regulatory					
Legislative Representation	140,712	1,452,554	2,361,093	62%	
Regulatory Representation	46,833	447,218	828,799	54%	
Western Representation	35,228	283,270	599,235	47%	
Customer Programs	40,813	367,064	666,457	55%	
Judicial Action	45,696	1,051,585	1,240,000	85%	(i)
Power Management					
System Control & Load Dispatch	907,670	7,371,741	11,749,989	63%	
Forecasting, Planning, Prescheduling & Trading	230,575	1,948,630	3,242,955	60%	
Industry Restructuring & Regulatory Affairs	27,807	222,607	427,756	52%	
Contract Admin, Interconnection Svcs & External Affairs	109,980	858,303	1,304,749	66%	
Gas Purchase Program	5,207	38,917	86,207	45%	
Market Purchase Project	7,298	56,076	124,392	45%	
Energy Risk Management					
	10,405	131,243	175,918	75%	(j)
Settlements					
	70,236	570,481	1,217,204	47%	
Integrated Systems Support					
	35,697	320,865	704,665	46%	
Participant Pass Through Costs					
	107,257	1,014,265	1,967,542	52%	
Support Services					
	73,920	1,128,497	147,285	N/A	
	1,895,334	17,263,316	26,844,246	64%	
TOTAL ANNUAL BUDGET COST					
	74,752,685	623,914,684	1,145,938,429	54%	
<u>LESS: THIRD PARTY REVENUE</u>					
Plant ISO Energy Sales	9,206,894	89,500,934	217,597,296	41%	(k)
Member Resource ISO Energy Sales	3,366,969	36,655,870	44,226,716	83%	(l)
Member Owned Generation ISO Energy Sales	9,570,670	85,756,828	156,157,708	55%	(m)
Revenue from Customers	(272,213)	(6,174,525)	-	N/A	
Customer Owned Generation ISO Energy Sales	116,170	502,040	1,469,256	34%	(m)
NCPA Contracts ISO Energy Sales	2,359,263	14,618,239	50,551,647	29%	(m)
Western Resource Energy Sales	2,505,762	17,912,572	41,304,601	43%	(m)
Load Energy Sales	233,480	3,707,603	-	N/A	
Ancillary Services Sales	188,227	1,993,239	6,817,168	29%	(n)
Transmission Sales	9,198	73,584	110,376	67%	
PM Service Revenue	241,082	1,918,935	2,885,924	66%	
Western Credits, Interest and Other Income	3,988,631	46,050,739	58,618,398	79%	(o)
	31,514,133	292,516,058	579,739,090	50%	
NET ANNUAL BUDGET COST TO PARTICIPANTS					
	\$ 43,238,552	\$ 331,398,626	\$ 566,199,339	59%	

Notes continued on next page

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED FEBRUARY 28, 2025

PERCENT OF YEAR ELAPSED 67%

NOTES:

- (a) Increased fuel purchases due to higher year to date generation compared to budget.
- (b) Increase due to higher than budgeted O&M costs and higher than budgeted ISO imbalance Energy Settlement.
- (c) Final debt payment for CT2 on August 1st. No further payment for remainder of fiscal year.
- (d) Increase due to unbudgeted member resource purchases.
- (e) Increase due to higher member purchases and larger than budgeted cost spread.
- (f) Increase due to higher than budgeted member and customer GHG allowance purchases.
- (g) Increase due to higher than budgeted resource contracts resulting in higher GMC charges.
- (h) Decreased costs due to higher than budgeted ISO Imbalance Energy and Other Revenue.
- (i) Increase to unbudgeted outside service costs associated with ISO Tariff Rates & Amendment litigation and higher than budgeted costs for FERC Rate Cases.
- (j) Increase due to budgeted training costs incurred in first half of the year. 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 contract sales to CAISO.
- (m) Actual LMP price has been lower than budget on average by 37.00%.
- (n) Decrease due to lower volume of ancillary service awards to LEC and Hydro.
- (o) Increase due to higher member contract sales, interest income and effluent revenue.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	February	
	2025	2024
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 40,892	\$ 58,048
Investments	41,612	31,834
Accounts receivable		
Participants	1,863	29
Other	878	3,062
Interest receivable	1,350	835
Inventory and supplies	7,029	6,763
Prepaid expenses	3,672	6,019
TOTAL CURRENT ASSETS	97,296	106,590
RESTRICTED ASSETS		
Cash and cash equivalents	54,040	58,501
Investments	220,676	202,532
Interest receivable	53	59
TOTAL RESTRICTED ASSETS	274,769	261,092
ELECTRIC PLANT		
Electric plant in service	1,606,339	1,604,618
Less: accumulated depreciation & amortization	(1,176,718)	(1,139,174)
	429,621	465,444
Construction work-in-progress	2,004	1,635
TOTAL ELECTRIC PLANT	431,625	467,079
OTHER ASSETS		
Regulatory assets	135,528	147,708
Investment in associated company	265	265
TOTAL ASSETS	939,483	982,734
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	58	402
Pension and OPEB deferrals	29,466	25,345
Asset retirement obligations	63,702	62,356
TOTAL DEFERRED OUTFLOWS OF RESOURCES	93,226	88,103
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,032,709	\$ 1,070,837

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	February	
	2025	2024
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 32,336	\$ 34,092
Member advances	1,315	1,193
Operating reserves	33,809	27,698
Current portion of long-term debt	33,082	55,778
Accrued interest payable	4,014	4,306
TOTAL CURRENT LIABILITIES	104,556	123,067
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	62,715	56,556
Operating reserves and other deposits	192,031	169,890
Asset retirement obligations	76,381	73,190
Long-term debt, net	461,253	497,196
TOTAL NON-CURRENT LIABILITIES	792,380	796,832
TOTAL LIABILITIES	896,936	919,899
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	93,381	95,080
Pension and OPEB deferrals	1,668	2,112
TOTAL DEFERRED INFLOWS OF RESOURCES	95,049	97,192
NET POSITION		
Net investment in capital assets	(49,326)	(70,623)
Restricted	20,625	33,498
Unrestricted	69,425	90,871
TOTAL NET POSITION	40,724	53,746
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,032,709	\$ 1,070,837

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

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

UNAUDITED

	For the Eight Months Ended February,	
	2025	2024
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 336,147	\$ 365,429
Other Third-Party	131,654	182,121
TOTAL OPERATING REVENUES	467,801	547,550
OPERATING EXPENSES		
Purchased power	185,462	237,419
Operations	76,836	86,955
Transmission	121,794	117,031
Depreciation & amortization	21,024	20,484
Maintenance	34,424	22,405
Administrative and general	20,145	17,723
TOTAL OPERATING EXPENSES	459,685	502,017
NET OPERATING REVENUES	8,116	45,533
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(10,546)	(12,497)
Interest income	17,254	21,680
Other	4,001	5,567
TOTAL NON OPERATING EXPENSES	10,709	14,750
FUTURE RECOVERABLE AMOUNTS	(2,297)	(17,187)
REFUNDS TO PARTICIPANTS	(12,916)	(15,705)
INCREASE (DECREASE) IN NET POSITION	3,612	27,391
NET POSITION, Beginning of year	37,112	26,355
NET POSITION, Period ended	\$ 40,724	\$ 53,746

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

February 28, 2025

	GENERATING & TRANSMISSION RESOURCES									Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	\$ -	\$ -	\$ 1	\$ -	\$ 138	\$ -	\$ -	\$ 785	\$ 39,968	\$ 40,892
Investments	-	-	-	-	-	-	-	-	41,612	41,612
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	1,863	1,863
Other	-	-	-	-	-	-	792	-	86	878
Interest receivable	171	378	-	-	61	-	82	(1)	659	1,350
Inventory and supplies	1,809	1,319	330	491	3,080	-	-	-	-	7,029
Prepaid expenses	1,069	1,054	2	118	1,260	-	95	(168)	242	3,672
Due from Agency and other programs*	20,459	3,733	2,524	3,384	25,306	-	9,312	5,410	(70,128)	-
TOTAL CURRENT ASSETS	23,508	6,484	2,857	3,993	29,845	-	10,281	6,026	14,302	97,296
RESTRICTED ASSETS										
Cash and cash equivalents	495	3,189	1,556	-	4,679	-	20,424	112	23,585	54,040
Investments	33,955	55,469	-	-	38,209	-	20,701	-	72,342	220,676
Interest receivable	-	-	-	-	53	-	-	-	-	53
TOTAL RESTRICTED ASSETS	34,450	58,658	1,556	-	42,941	-	41,125	112	95,927	274,769
ELECTRIC PLANT										
Electric plant in service	580,641	395,746	65,470	39,023	448,083	7,736	61,427	1,178	7,035	1,606,339
Less: accumulated depreciation & amortization	(559,359)	(325,403)	(64,467)	(35,984)	(163,187)	(7,736)	(14,303)	(1,023)	(5,256)	(1,176,718)
	21,282	70,343	1,003	3,039	284,896	-	47,124	155	1,779	429,621
Construction work-in-progress	-	-	-	-	-	-	-	-	2,004	2,004
TOTAL ELECTRIC PLANT	21,282	70,343	1,003	3,039	284,896	-	47,124	155	3,783	431,625
OTHER ASSETS										
Regulatory assets	-	69,202	-	-	27,150	-	-	-	39,176	135,528
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	79,240	204,687	5,416	7,032	384,832	-	98,530	6,293	153,453	939,483
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	-	-	-	-	58	-	-	-	-	58
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	29,466	29,466
Asset retirement obligations	63,306	-	185	-	211	-	-	-	-	63,702
TOTAL DEFERRED OUTFLOWS OF RESOURCES	63,306	-	185	-	269	-	-	-	29,466	93,226
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 142,546	\$ 204,687	\$ 5,601	\$ 7,032	\$ 385,101	\$ -	\$ 98,530	\$ 6,293	\$ 182,919	\$ 1,032,709

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

February 28, 2025

	GENERATING & TRANSMISSION RESOURCES									Combined
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 607	\$ 253	\$ -	\$ -	\$ 1,979	\$ -	\$ 22,560	\$ -	\$ 6,937	\$ 32,336
Member advances	791	-	-	-	-	-	-	524	-	1,315
Operating reserves	4,160	250	617	4,537	24,245	-	-	-	-	33,809
Current portion of long-term debt	-	12,435	10	-	14,656	-	5,915	-	66	33,082
Accrued interest payable	-	997	(33)	-	3,050	-	-	-	-	4,014
TOTAL CURRENT LIABILITIES	5,558	13,935	594	4,537	43,930	-	28,475	524	7,003	104,556
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	62,713	62,713
Operating reserves and other deposits	1,500	47,093	1,551	-	133	-	42,770	2,222	96,762	192,031
Asset retirement obligations	75,985	-	185	-	211	-	-	-	-	76,381
Long-term debt, net	-	132,371	553	-	287,053	-	41,209	-	67	461,253
TOTAL NON-CURRENT LIABILITIES	77,485	179,464	2,289	-	287,397	-	83,979	2,222	159,544	792,380
TOTAL LIABILITIES	83,043	193,399	2,883	4,537	331,327	-	112,454	2,746	166,547	896,936
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	39,073	7,177	2,450	3,283	37,677	-	-	154	3,567	93,381
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	1,668	1,668
TOTAL DEFERRED INFLOWS OF RESOURCES	39,073	7,177	2,450	3,283	37,677	-	-	154	5,235	95,049
NET POSITION										
Net investment in capital assets	21,282	(73,651)	687	3,039	(4,488)	-	-	155	3,650	(49,326)
Restricted	-	8,324	1,589	-	10,600	-	-	112	-	20,625
Unrestricted	(852)	69,438	(2,008)	(3,827)	9,985	-	(13,924)	3,126	7,487	69,425
TOTAL NET POSITION	20,430	4,111	268	(788)	16,097	-	(13,924)	3,393	11,137	40,724
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 142,546	\$ 204,687	\$ 5,601	\$ 7,032	\$ 385,101	\$ -	\$ 98,530	\$ 6,293	\$ 182,919	\$ 1,032,709

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 Eight Months Ended February 28, 2025										
	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	\$ 11,598	\$ 21,333	\$ 3,104	\$ 2,223	\$ 33,955	\$ -	\$ 243,482	\$ 19,035	\$ 1,417	\$ 336,147
Other Third-Party	26,027	17,935	1,154	2,269	46,043	-	36,068	2,158	-	131,654
TOTAL OPERATING REVENUES	37,625	39,268	4,258	4,492	79,998	-	279,550	21,193	1,417	467,801
OPERATING EXPENSES										
Purchased power	1,740	1,881	209	512	2,162	-	178,958	-	-	185,462
Operations	14,223	3,402	2,477	1,236	41,012	-	4,619	9,867	-	76,836
Transmission	165	183	6	66	360	-	121,011	3	-	121,794
Depreciation & amortization	1,949	6,376	2,822	194	9,439	-	-	95	149	21,024
Maintenance	12,145	15,829	326	1,844	4,061	-	-	219	-	34,424
Administrative and general	5,513	3,981	417	726	5,068	-	-	8,126	(3,686)	20,145
Intercompany (sales) purchases, net*	(744)	259	48	90	355	-	-	(8)	-	-
TOTAL OPERATING EXPENSES	34,991	31,911	6,305	4,668	62,457	-	304,588	18,302	(3,537)	459,685
NET OPERATING REVENUES	2,634	7,357	(2,047)	(176)	17,541	-	(25,038)	2,891	4,954	8,116
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(23)	(2,599)	143	-	(8,067)	-	-	-	-	(10,546)
Interest income	3,643	2,106	117	88	2,151	-	2,957	186	6,006	17,254
Other	639	530	-	5	2,989	-	(526)	32	332	4,001
TOTAL NON OPERATING (EXPENSES) REVENUES	4,259	37	260	93	(2,927)	-	2,431	218	6,338	10,709
FUTURE RECOVERABLE AMOUNTS	834	(4,320)	2,220	-	(1,031)	-	-	-	-	(2,297)
REFUNDS TO PARTICIPANTS	(8)	(192)	(735)	(220)	(356)	-	(3,679)	(3,446)	(4,280)	(12,916)
INCREASE (DECREASE) IN NET POSITION	7,719	2,882	(302)	(303)	13,227	-	(26,286)	(337)	7,012	3,612
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	\$ 20,430	\$ 4,111	\$ 268	\$ (788)	\$ 16,097	\$ -	\$ (13,924)	\$ 3,393	\$ 11,137	\$ 40,724

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
February 28, 2025

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 826,893
PAST DUE:			
1 - 30	Shasta Lake	Feb 2025 ARB	14,018 *
	BART	Feb 2025 ARB	1,815,167 *
	Golden Fields Solar III LLC	Dec 2024 CAISO Settlement	85,231 *
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 2,741,309</u>

* Denotes items paid/applied after February 28, 2025.

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 February 2025

Operations:

Geothermal	\$ 1,447,843
Hydroelectric	2,365,365
CT#1 Combustion Turbines	470,011
CT#2 STIG	54,214
Lodi Energy Center	9,408,991
NCPA Operating	<u>39,573,077</u>
Total	<u><u>\$ 53,319,501</u></u>




Commission Staff Report

COMMISSION MEETING DATE: March 27, 2025

SUBJECT: Treasurer's Report for Month Ended January 31, 2025

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for January 31, 2025.

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 \$839,450 of which approximately \$2,383 was applicable to Debt Service and \$837,067 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 \$362,962,604 at month end. The current market value of the portfolio totaled \$356,851,185.

The overall portfolio had a combined weighted average interest rate of 3.319% with a bond equivalent yield (yield to maturity) of 3.365%. Investments with a maturity greater than one year totaled \$184,974,000. January maturities totaled \$17,932,601 and monthly receipts totaled \$45 million. During the month \$25 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 5 basis points from 4.36% to 4.31% and rates on one-year T-Bills decreased 8 basis points from 4.23% to 4.15%.

To the best of my knowledge and belief, all securities held by NCPA as of January 31, 2025 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.

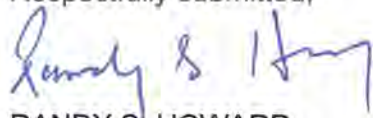
FISCAL IMPACT:

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 January 31, 2025

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

JANUARY 31, 2025

TABLE OF CONTENTS

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LIQUIDITY AND INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
January 31, 2025**

	<u>CASH</u>	<u>INVESTMENTS</u>	<u>TOTAL</u>	<u>PERCENT</u>
NCPA FUNDS				
Operating	\$ 824,664	\$ 134,932,167	\$ 135,756,831	37.32%
Special Deposits	12,403	497,289	509,692	0.14%
Debt Service	2,383	19,150,738	19,153,121	5.26%
Special & Reserve	-	208,382,410	208,382,410	57.28%
	<u>\$ 839,450</u>	<u>\$ 362,962,604</u>	<u>\$ 363,802,054</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 356,851,185

NOTE A - Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
January 31, 2025**

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST	INVESTMENTS	OPS/CONSTR	INVESTMENTS	INTER-COMPANY/ FUND TRANSFERS	INCREASE /
		(NOTE B)	(NOTE A)		(NOTE B)		(DECREASE)
NCPA FUNDS							
Operating	\$ 43,461,146	\$ 392,811	\$ 3,439,342	\$ (23,119,352)	\$ (6,897,928)	\$ (18,787,599)	\$ (1,511,580)
Special Deposits	1,921,533	1,915	-	(14,376,875)	(1,915)	12,456,674	1,332
Debt Service	-	3	7,679,564	(2,990,514)	(8,389,421)	3,700,594	226
Special & Reserve	-	328,782	6,813,695	-	(9,772,808)	2,630,331	-
	<u>\$ 45,382,679</u>	<u>\$ 723,511</u>	<u>\$ 17,932,601</u>	<u>\$ (40,486,741)</u>	<u>\$ (25,062,072)</u>	<u>\$ -</u>	<u>\$ (1,510,022)</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
January 31, 2025**

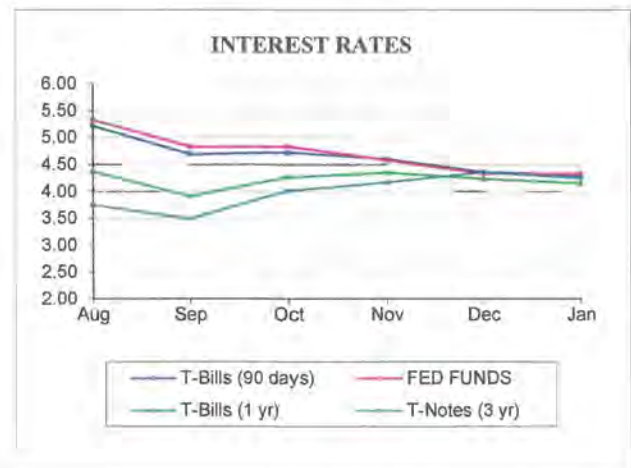
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 6,897,928	\$ (3,439,342)	\$ 88	\$ -	\$ -	\$ 3,458,674
Special Deposits	1,915	-	-	-	-	1,915
Debt Service	8,389,421	(7,679,564)	43,236	-	-	753,093
Special & Reserve	9,772,808	(6,813,695)	67,095	-	-	3,026,208
	<u>\$ 25,062,072</u>	<u>\$ (17,932,601)</u>	<u>\$ 110,419</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,239,890</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(110,419)</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ 7,129,471</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
January 31, 2025**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	3.319%	3.365%
OPERATING FUNDS:	3.248%	3.422%
PROJECTS:		
Geothermal	2.148%	2.428%
Capital Facilities	4.730%	4.730%
Hydroelectric	3.400%	3.780%
Lodi Energy Center	3.092%	3.184%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	4.33%	5.33%
T-Bills (90da.)	4.31%	5.45%
Agency Disc (90da.)	4.29%	5.26%
T-Bills (1yr.)	4.15%	4.80%
Agency Disc (1yr.)	4.05%	4.55%
T-Notes (3yr.)	4.25%	4.15%



**Northern California Power Agency
Total Portfolio
Liquidity and Investment Maturities Analysis
January 31, 2025**

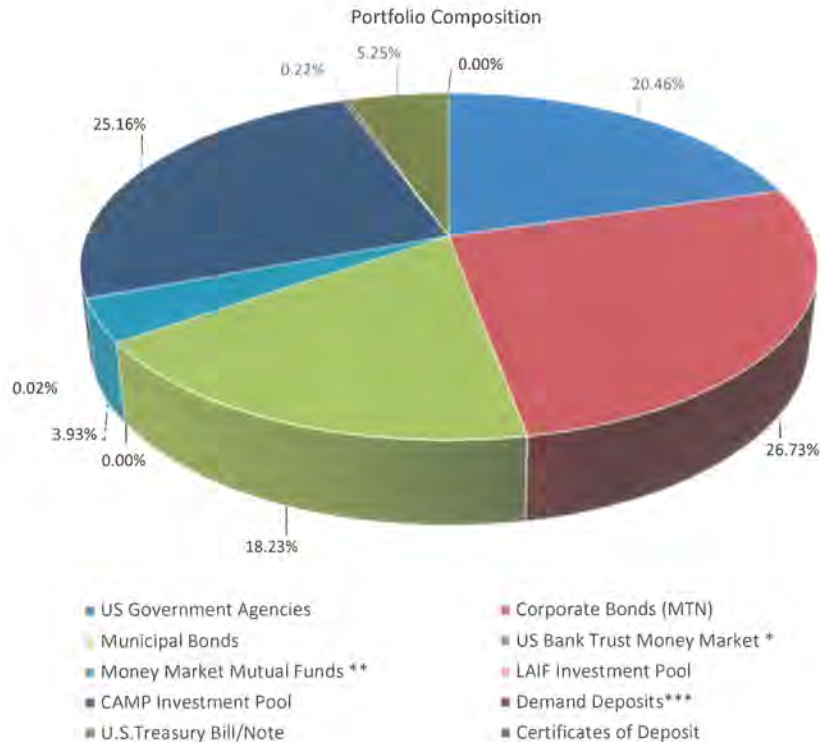
Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 500	\$ 10,576	\$ 13,915	\$ 5,990	\$ 32,631	\$ 11,482	\$ 75,094	20.46%
Corporate Bonds (MTN)	-	1,970	8,250	-	5,775	82,054	-	98,049	26.73%
Municipal Bonds	-	2,915	7,130	3,695	-	50,170	2,985	66,895	18.23%
US Bank Trust Money Market *	6	-	-	-	-	-	-	6	0.00%
Money Market Mutual Funds **	14,441	-	-	-	-	-	-	14,441	3.93%
LAIF Investment Pool	55	-	-	-	-	-	-	55	0.02%
CAMP Investment Pool	92,356	-	-	-	-	-	-	92,356	25.16%
Demand Deposits***	825	-	-	-	-	-	-	825	0.22%
U.S.Treasury Bill/Note	-	-	13,590	-	35	5,652	-	19,277	5.25%
Certificates of Deposit	-	10	-	-	-	-	-	10	0.00%
Total Dollars	\$ 107,683	\$ 5,395	\$ 39,546	\$ 17,610	\$ 11,800	\$ 170,507	\$ 14,467	\$ 367,008	100.00%
Total Percents	29.34%	1.46%	10.78%	4.80%	3.22%	46.46%	3.94%	100.00%	

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
01/31/2025

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	83,420	4.290		83,420		1	4.290	83,420	SYS70014	70014	83,420
First American Funds	USB	12,445,000	4.290		12,445,000		1	4.290	12,445,000	SYS70102	70102	12,445,000
California Asset Mgm	CMP	43,212,953	4.730	10/19/2018	43,212,953		1	4.730	43,212,953	SYS70070	70070	43,212,953
Local Agency Investm	LAIF	55,162	4.622		55,162		1	4.622	55,162	SYS70000	70000	55,162
US Bank	USB	824,664	0.001		824,664		1	0.001	824,664	SYS70050	70050	824,664
US Bank	USB	10,000	0.050	01/07/2025	10,000	04/07/2025	65	0.050	10,000	SYS30340	30340	10,000
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	134	0.730	256,328	546486BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	150	0.609	492,320	592112XC5	27642	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	160	0.990	493,220	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	150	0.787	492,250	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	151	2.145	985,040	59217GEJ4	27375	995,185
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	181	0.982	983,240	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	290	0.542	971,990	3135GA4P3	27137	1,000,845
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	324	0.825	240,593	48128GY53	27138	250,000
U.S. Treasury	USBGC	35,000	3.900	12/31/2024	33,635	12/26/2025	328	4.073	33,738	912797NU7	27907	33,756
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	353	0.699	479,320	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	369	0.500	360,521	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	2.500	02/28/2022	1,000,000	02/27/2026	391	2.248	982,240	3130AQZV8	27366	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	98,129	02/28/2026	392	4.200	100,559	17275RBC5	27480	100,730
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	401	0.800	1,058,827	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	468	1.079	479,540	91324PEC2	27230	500,438
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	481	1.250	1,618,417	06048WM31	27225	1,700,000
Met Govt Nashville &	USBGC	250,000	1.181	10/14/2021	250,000	07/01/2026	515	1.181	239,248	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	515	1.201	239,513	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,810	07/16/2026	530	1.050	477,050	57629WDE7	27247	501,062
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	560	1.272	95,259	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	562	0.875	475,065	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	562	1.150	945,140	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	571	1.250	706,643	06048WN22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	590	1.227	475,035	14913R2Q9	27288	499,396
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	590	1.225	482,700	24422EVB2	27294	508,022
Federal Home Loan Ba	USBGC	630,000	0.900	09/29/2021	630,000	09/28/2026	604	0.900	596,434	3130ANXS4	27276	630,000
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	604	1.635	1,411,575	75951AAQ1	27292	1,497,048
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	607	1.260	484,650	70450YAD5	27293	511,185
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	631	1.567	1,451,236	872898AA9	27330	1,529,614
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	646	1.475	1,812,093	74460DAG4	27336	1,910,798
Federal Home Loan Ba	USBGC	50,000	2.000	12/29/2021	50,000	12/29/2026	696	1.509	47,934	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	2.000	01/28/2022	3,000,000	01/28/2027	726	1.700	2,874,090	3130AQN66	27364	3,000,000
Federal Home Loan Ba	USBGC	455,000	4.700	03/17/2023	452,498	06/30/2027	879	4.841	454,845	3130ASH44	27559	453,591



Northern California Power Agency
Treasurer's Report
01/31/2025

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
Meta Platforms Inc.	USBGC	526,000	3.500	11/21/2022	494,240	08/15/2027	925	4.944	515,475	30303M8B1	27483	508,964
Amazon.com Inc.	USBGC	600,000	3.150	09/21/2022	573,894	08/22/2027	932	4.136	581,778	023135BC9	27455	586,424
Alabama St Public Sc	USBGC	500,000	5.150	01/31/2025	508,370	09/01/2027	942	4.455	507,615	0106085M5	27922	508,370
Comcast Corp	USBGC	1,000,000	7.125	06/08/2023	1,098,290	02/15/2028	1,109	4.757	1,067,210	872287AL1	27597	1,063,740
American Honda Finan	USBGC	1,000,000	2.000	06/09/2023	887,330	03/24/2028	1,147	4.648	920,080	02665WDW8	27598	926,040
Mercedes-Benz Fin. N	USBGC	750,000	4.800	04/14/2023	755,445	03/30/2028	1,153	4.634	747,233	58769JAG2	27572	753,472
Bank of NY Mellon Co	USBGC	500,000	3.850	10/30/2024	492,520	04/28/2028	1,182	4.315	489,215	06406RAH0	27828	483,061
Meta Platforms Inc.	USBGC	500,000	4.600	07/03/2023	496,500	05/15/2028	1,199	4.761	501,870	30303M8L9	27614	497,635
Honeywell Internatio	USBGC	500,000	6.625	10/30/2024	537,595	06/15/2028	1,230	4.358	532,165	438506AS6	27831	534,973
Federal Home Loan Ba	USBGC	1,000,000	4.800	08/23/2023	1,000,000	06/23/2028	1,238	4.800	998,880	3130AWE55	27606	1,000,000
Pacific Life GF	USBGC	300,000	5.500	03/06/2024	306,381	07/18/2028	1,263	4.950	306,336	6944PL2U2	27742	305,062
Guardian Life	USBGC	500,000	1.625	10/30/2024	449,285	09/16/2028	1,323	4.504	448,495	40139LBE2	27830	452,591
John Deere Capital C	USBGC	500,000	4.500	02/08/2024	500,335	01/16/2029	1,445	4.483	496,955	24422EXH7	27731	500,268
John Deere Capital C	USBGC	285,000	4.500	08/29/2024	280,104	01/16/2029	1,445	4.048	283,264	24422EXH7	27807	289,612
Bristol-Myers Squibb	USBGC	500,000	4.900	11/22/2024	506,910	02/22/2029	1,482	4.537	503,445	110122EF1	27863	506,598
MassMutual Global Fu	USBGC	500,000	5.150	10/30/2024	514,295	05/30/2029	1,579	4.452	507,060	57629W4T4	27832	513,507
MassMutual Global Fu	USBGC	500,000	5.160	11/22/2024	512,285	05/30/2029	1,579	4.542	507,060	57629W4T4	27864	511,764
John Deere Capital C	USBGC	500,000	4.850	07/16/2024	503,965	08/11/2029	1,591	4.666	503,310	24422EXT1	27786	503,527
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,592	4.614	504,185	74368CBY9	27833	511,660
John Deere Capital C	USBGC	500,000	2.800	08/01/2024	463,890	07/18/2029	1,628	4.436	463,555	24422EUY3	27792	467,527
Toyota Motor Credit	USBGC	500,000	4.550	10/30/2024	499,880	08/09/2029	1,650	4.554	495,655	892367MK8	27834	499,886
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	08/28/2029	1,669	4.556	493,180	6944PL3C1	27842	498,825
Honeywell Internatio	USBGC	500,000	4.875	01/31/2025	507,820	09/01/2029	1,673	4.482	504,535	438516CQ7	27924	507,820
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,698	4.620	485,400	89371RT48	27837	491,933
John Deere Capital C	USBGC	500,000	4.850	10/30/2024	508,480	10/11/2029	1,713	4.463	504,710	24422EWN5	27829	508,047
New York Life Global	USBGC	500,000	4.600	12/05/2024	503,565	12/05/2029	1,768	4.439	496,065	64952WFK4	27884	503,454
New York Life Global	USBGC	500,000	4.600	01/31/2025	499,245	12/05/2029	1,768	4.633	496,065	64952WFK4	27926	499,245
Protective Life Glob	USBGC	500,000	4.772	01/31/2025	497,950	12/09/2029	1,772	4.866	495,235	74368CCA0	27927	497,950
Caterpillar Financia	USBGC	500,000	4.800	01/31/2025	504,920	01/08/2030	1,802	4.574	501,970	14913UAX8	27923	504,920
MassMutual Global Fu	USBGC	500,000	4.950	01/31/2025	504,175	01/10/2030	1,804	4.757	502,110	57629TBV8	27925	504,175
State Street	USBGC	500,000	2.400	01/31/2025	451,700	01/24/2030	1,818	4.591	448,705	857477BG7	27928	451,700

Fund Total and Average	\$	97,834,199	3.778		\$	97,771,919	370	3.776	\$	96,736,666		\$	97,790,620
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MPP GHG Auction Acct

California Asset Mgm	CMP	916,892	4.730	09/13/2022	916,892		1	4.730	916,892	SYS70076	70076	916,892
Local Agency Investm		0	3.580	07/01/2024	0		1	3.580	0	SYS70045	70045	0

Fund Total and Average	\$	916,892	4.730		\$	916,892	1	4.730	\$	916,892		\$	916,892
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MPP Security Deposit Acct



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MPP Security Deposit 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	497,289	4.730	10/28/2022	497,289		1	4.730	497,289	SYS70078	70078	497,289
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70048	70048	0
Fund Total and Average		\$ 497,289	4.730		\$ 497,289		1	4.730	\$ 497,289			\$ 497,289

SCPA Balancing Account

First American Govt.	USBGC	32,970	4.290		32,970		1	4.290	32,970	SYS70023	70023	32,970
California Asset Mgm	CMP	16,177,639	4.730	05/27/2022	16,177,639		1	4.730	16,177,639	SYS70072	70072	16,177,639
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	59	0.600	498,670	586145F74	27113	501,928
State of Wisconsin	USBGC	105,000	0.650	01/30/2023	105,000	05/01/2025	89	0.649	104,040	97705MZH1	27539	105,000
State of Wisconsin	USBGC	295,000	0.650	01/30/2023	295,000	05/01/2025	89	0.649	292,168	97705MZR9	27540	295,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	120	0.952	494,270	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	150	0.932	492,950	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	150	0.609	492,320	592112XC5	27643	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	240	0.530	1,994,366	3133EMBJ0	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	240	0.530	2,000,718	3133EMBH4	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	372	0.699	482,265	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	376	0.530	480,965	3130AKWA0	27164	499,948
JP Morgan	USBGC	1,000,000	0.900	02/17/2021	1,000,000	02/17/2026	381	0.710	965,133	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	389	0.500	120,174	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	390	0.630	962,840	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	401	0.800	1,588,241	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	509	1.199	472,815	06048WM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	530	1.050	477,050	57629WDE7	27248	501,082
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	571	1.250	47,110	06048WN22	27258	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	631	1.567	190,326	872898AA9	27331	200,605
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	646	1.569	260,904	74460DAG4	27311	274,678
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	646	1.475	237,185	74460DAG4	27337	250,104
Federal Home Loan Ba	USBGC	100,000	2.000	12/29/2021	100,000	12/29/2026	696	1.509	95,668	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	709	1.731	498,540	24422EWA3	27362	524,697
Federal Home Loan Ba	USBGC	300,000	2.000	01/28/2022	300,000	01/28/2027	726	1.681	287,409	3130AQNB6	27365	300,000
Federal Home Loan Ba	USBGC	500,000	4.000	04/29/2022	500,000	04/29/2027	817	4.219	498,225	3130ARR52	27399	500,000
State of Oregon	USBGC	500,000	4.112	03/23/2023	500,000	05/01/2027	819	4.110	497,055	68609UBF1	27560	500,000
Alameda County	USBGC	130,000	3.460	08/24/2022	130,000	08/01/2027	911	3.509	127,192	010878BF2	27440	130,000
Desert Community Col	USBGC	300,000	1.823	05/16/2023	267,654	08/01/2027	911	4.730	281,931	250375LS9	27602	280,396
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370,000	08/25/2027	935	4.200	367,987	3130ASVC0	27441	370,000
Blackstone Holdings	USBGC	1,000,000	5.900	02/03/2023	1,047,880	11/03/2027	1,005	4.759	1,030,510	09261BAJ9	27541	1,027,776
Mercedes-Benz Fin. N	USBGC	300,000	3.750	05/26/2023	284,544	02/22/2028	1,116	5.003	290,226	233851DF8	27607	289,847
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,153	4.634	124,539	58769JAG2	27573	125,579
John Deere Capital C	USBGC	525,000	4.500	03/06/2024	522,113	01/16/2029	1,445	4.626	521,803	24422EXH7	27743	522,649
Air Products & Chemi	USBGC	500,000	4.600	08/01/2024	504,600	02/08/2029	1,468	4.373	499,125	009158BH8	27793	504,091



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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
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,592	4.614	504,185	74368CBY9	27835	511,660
Applied Materials In	USBGC	500,000	4.800	08/01/2024	509,280	06/15/2029	1,595	4.371	502,975	038222AS4	27795	508,328
John Deere Capital C.	USBGC	500,000	2.800	08/01/2024	463,890	07/18/2029	1,628	4.436	463,555	24422EUY3	27794	467,527
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	488,760	08/28/2029	1,669	4.556	493,180	6944PL3C1	27843	498,825
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	481,500	09/26/2029	1,698	4.620	485,400	69371RT48	27838	491,933
Fund Total and Average		\$ 36,930,609	3.224		\$ 36,963,140		363	3.199	\$ 36,434,824			\$ 36,912,242

General Operating Reserve

First American Govt.	USBGC	1,483,134	4.290		1,483,134		1	4.290	1,483,134	SYS70019	70019	1,483,134
California Asset Mgm	CMP	23,625,020	4.730	12/14/2018	23,625,020		1	4.730	23,625,020	SYS70071	70071	23,625,020
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
W W Grainger Inc	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	14	1.161	499,345	384802AE4	27000	500,130
W W Grainger Inc	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	14	1.217	499,345	384802AE4	27005	500,119
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	59	0.600	498,670	588145F74	27114	501,928
Tulsa County OK Ind	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	59	1.038	995,300	899559QD3	27006	1,000,566
City of Huntsville A	USBGC	515,000	2.750	11/08/2020	560,351	05/01/2025	89	0.750	512,945	447025A56	27112	517,527
Honeywell Internatio	USBGC	1,000,000	1.350	08/03/2020	1,023,560	06/01/2025	120	0.866	989,710	438516CB0	27008	1,001,572
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	120	1.289	417,379	471376FJ7	27011	421,579
Precision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	134	1.033	1,492,800	740189AM7	27017	1,512,575
JP Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	142	1.050	737,848	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	150	0.845	492,950	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	150	0.774	492,250	977123X78	27042	500,000
Met Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	151	2.145	3,940,160	59217GEJ4	27376	3,980,741
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	181	0.940	801,341	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	188	0.600	980,040	3136G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	228	0.570	977,460	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	240	0.530	1,951,920	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	240	0.530	1,677,413	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	240	0.520	975,910	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	268	0.540	486,650	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	1.000	11/25/2020	1,000,000	11/25/2025	297	0.798	970,270	06048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	303	0.560	485,155	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	312	1.060	1,474,400	40139LBC6	27223	1,517,645
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	324	0.825	240,593	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	332	0.599	484,180	3135G06Q1	27141	500,183
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	372	0.699	482,265	037833EB2	27169	500,000
JP Morgan	USBGC	1,000,000	0.900	02/17/2021	1,000,000	02/17/2026	381	0.710	965,133	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	403	1.054	605,310	808513BF1	27220	628,951
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	408	0.841	962,670	3130ALEL4	27203	999,435
Federal Home Loan Ba	USBGC	170,825	1.000	09/23/2023	170,825	03/23/2026	415	1.000	164,508	3130ALGJ7	27657	170,825



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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	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	422	1.010	963,780	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	424	1.119	482,165	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	444	1.084	483,415	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	468	1.079	527,494	91324PEC2	27232	550,482
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	481	1.250	1,054,827	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	509	1.199	1,182,038	06048WM64	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	515	1.590	355,748	65000BGU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	530	1.050	954,100	57629WDE7	27249	1,002,125
Home Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2026	591	3.000	400,525	437076BN1	27387	409,520
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	619	1.235	95,064	24422EVM6	27297	100,107
Nationwide Bldg Soci	USBGC	2,035,000	1.500	06/16/2022	1,792,286	10/13/2026	619	4.569	1,932,110	63859UBH5	27420	1,939,598
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	631	1.567	809,886	872898AA9	27333	852,572
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	646	1.490	1,503,753	74460DAG4	27308	1,585,265
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	646	1.569	346,290	74460DAG4	27312	364,572
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	646	1.475	1,009,459	74460DAG4	27339	1,064,445
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	667	1.500	1,110,522	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	2.000	12/29/2021	160,000	12/29/2026	696	1.509	143,802	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	709	1.731	415,925	24422EWA3	27363	437,747
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	726	3.375	490,775	3130ARP62	27398	500,000
Amazon.com Inc	USBGC	1,030,000	3.300	06/16/2022	993,208	04/13/2027	801	4.123	1,007,670	023135CF1	27419	1,013,225
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	810	3.628	1,741,963	872898AF8	27404	1,778,799
Qualcomm Inc	USBGC	1,035,000	3.250	06/16/2022	995,059	05/20/2027	838	4.122	1,008,338	747525AU7	27421	1,016,336
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	864	3.631	490,785	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	925	4.944	264,597	30303M8B1	27484	261,256
Amazon.com Inc	USBGC	75,000	3.150	09/21/2022	71,737	08/22/2027	932	4.136	72,722	023135BC9	27457	73,303
Alabama St Public Sc	USBGC	1,000,000	5.150	01/31/2025	1,016,740	09/01/2027	942	4.455	1,015,230	0106085M5	27918	1,016,740
Federal Farm Credit	USBGC	1,000,000	4.750	10/13/2023	1,000,000	10/13/2027	984	4.750	1,012,680	3133EPM1	27659	1,000,000
N.J Turnpike Authort	USBGC	1,000,000	1.483	11/04/2024	920,080	01/01/2028	1,064	4.211	916,620	646140DR1	27849	926,195
N. Texas Tollway Aut	USBGC	500,000	1.727	08/01/2024	460,490	01/01/2028	1,064	4.235	462,635	66285WB88	27797	466,272
California State Gen	USBGC	900,000	1.700	10/12/2023	787,473	02/01/2028	1,095	4.962	831,528	13063DC48	27658	821,543
City of Houston TX	USBGC	230,000	1.438	11/30/2023	199,849	03/01/2028	1,124	4.888	210,045	4423317B4	27677	208,140
Lenape NJ Regional H	USBGC	590,000	1.815	09/18/2023	519,230	03/15/2028	1,138	4.816	542,782	525876WS3	27641	540,806
NYC Transitional F	USBGC	2,315,000	4.600	09/14/2023	2,284,326	05/01/2028	1,185	4.922	2,316,991	64971X7J1	27639	2,293,471
Washington Co. Schoo	USBGC	500,000	1.593	11/22/2024	453,530	08/15/2028	1,230	4.441	456,400	938429V95	27871	456,029
Covina Valley Unifi	USBGC	265,000	2.340	01/19/2024	243,270	08/01/2028	1,277	4.352	246,466	223093VR3	27704	248,223
Los Angeles CCD	USBGC	600,000	1.606	02/08/2024	542,820	08/01/2028	1,277	3.947	547,548	54438CYM8	27727	555,334
Jefferson CA School	USBGC	565,000	1.450	11/22/2024	506,845	09/01/2028	1,308	4.441	509,805	472412SN6	27872	509,797
Chicago Transit Auth	USBGC	600,000	2.952	02/08/2024	563,718	12/01/2028	1,399	4.357	565,434	16772PCP9	27729	571,108
State of Illinois	USBGC	500,000	5.250	02/09/2024	514,705	12/01/2028	1,399	4.561	507,375	452153GY9	27728	511,710
Texas Public Financ	USBGC	600,000	1.430	08/01/2024	530,868	02/01/2029	1,461	4.271	532,938	882669BX1	27798	538,549
California State Gen	USBGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,489	4.602	509,415	13063D3P1	27767	509,003
State University of	USBGC	500,000	3.159	11/21/2024	477,750	03/15/2029	1,503	4.298	474,840	64980FY65	27859	478,752



Northern California Power Agency
Treasurer's Report
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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
County of Johnston	USBGC	365,000	1.790	12/30/2024	316,956	04/01/2029	1,520	4.592	318,414	479354EL2	27900	317,725
Oregon State General	USBGC	500,000	4.980	11/21/2024	512,305	04/01/2029	1,520	4.352	507,940	68608WBA9	27860	511,756
Texas A & M Universi	USBGC	500,000	3.381	11/21/2024	481,175	05/15/2029	1,564	4.313	479,405	88213AHR9	27861	481,991
Oregon State General	USBGC	500,000	1.673	11/04/2024	440,825	08/30/2029	1,610	4.520	441,495	68583RDD1	27851	443,697
City of El Segundo C	USBGC	1,000,000	1.977	11/21/2024	897,300	07/01/2029	1,611	4.465	896,410	284035AH5	27856	901,631
University of Califo	USBGC	500,000	3.349	11/01/2024	479,435	07/01/2029	1,611	4.330	475,305	91412HFG3	27846	480,537
University of Califo	USBGC	500,000	3.349	11/21/2024	480,900	07/01/2029	1,611	4.269	475,305	91412HFG3	27862	481,705
Atascadero Unified S	USBGC	400,000	1.701	08/06/2024	360,472	08/01/2029	1,642	3.901	352,564	046558EY4	27801	364,326
California State Gen	USBGC	500,000	4.500	11/05/2024	505,100	08/01/2029	1,642	4.261	498,875	13063EGT7	27853	504,843
City of Commerce CA	USBGC	400,000	1.859	08/02/2024	353,988	08/01/2029	1,642	4.451	353,752	20056XAF5	27800	358,566
Fresno CA School Dis	USBGC	500,000	0.000	11/22/2024	404,690	08/01/2029	1,642	4.936	404,665	3592325T9	27874	408,832
Mt. San Antonio CA C	USBGC	500,000	3.000	08/01/2024	473,305	08/01/2029	1,642	4.194	469,090	623040MD1	27799	475,975
San Diego Community	USBGC	500,000	1.893	12/16/2024	451,470	08/01/2029	1,642	4.214	444,920	797272RR4	27892	452,782
SF BART District	USBGC	595,000	2.622	11/22/2024	550,137	08/01/2029	1,642	4.418	549,393	797661XA8	27875	551,970
San Ramon Valley USD	USBGC	500,000	1.794	01/31/2025	449,200	08/01/2029	1,642	4.301	446,330	799408ZJ7	27919	449,200
Yosemite Community C	USBGC	1,000,000	2.350	11/21/2024	916,800	08/01/2029	1,642	4.326	908,970	987388GZ2	27858	920,246
Yosemite Community C	USBGC	500,000	2.350	12/13/2024	459,400	08/01/2029	1,642	4.301	454,485	987388GZ2	27890	460,568
Yosemite Community C	USBGC	500,000	2.350	12/16/2024	460,930	08/01/2029	1,642	4.227	454,485	987388GZ2	27893	461,986
California State Gen	USBGC	500,000	5.125	11/01/2024	518,905	09/01/2029	1,673	4.249	510,840	13063EBP0	27844	517,927
California State Gen	USBGC	500,000	5.125	11/22/2024	515,030	09/01/2029	1,673	4.418	510,840	13063EBP0	27873	514,427
Corona-Norco Unified	USBGC	1,000,000	1.956	11/21/2024	885,490	09/01/2029	1,673	4.404	884,210	21976THM7	27855	899,743
Glendale Unified Sch	USBGC	1,000,000	1.480	11/21/2024	878,320	09/01/2029	1,673	4.325	853,340	378460A90	27857	883,272
State of North Dakot	USBGC	500,000	2.130	12/16/2024	453,665	12/01/2029	1,764	4.220	446,725	65887PWG6	27891	454,833
Federal Home Loan Ba	USBGC	605,000	4.500	01/31/2025	611,788	12/14/2029	1,777	4.241	608,946	3130ATUT2	27920	611,788
Fund Total and Average		\$ 97,578,779	2.695		\$ 95,827,202		555	3.126	\$ 94,614,062			\$ 95,986,280
GRAND TOTALS:		\$ 233,757,768	3.248		\$ 231,975,442		443	3.422	\$ 229,199,733			\$ 232,103,323

*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 01/31/2025

Callable Dates:

Inv #			Inv #			Inv #			Inv #			Inv #		
27024	JPM	Quarterly	27114	MEMGEN	Anytime	27197	TOY	Anytime	27256	BAC	Semi-annually	27727	LOSHGR	Anytime
27041	WISTRN	Anytime	27124	FFCB	Anytime	27205	FNMA	Quarterly	27276	FHLB	Quarterly	27729	CHITRN	Anytime
27042	WISTRN	Anytime	27125	BALGEN	Anytime	27213	TOY	Anytime	27313	JPM	Quarterly	27767	CAS	Anytime
27056	FNMA	Quarterly	27126	BALGEN	Anytime	27221	FNMA	Anytime	27329	NYSHGR	Anytime	27834	TOYOTA	Make Whole
27058	PHOGEN	Anytime	27137	FNMA	Annually	27203	FHLB	Quarterly	27398	FHLB	Quarterly	27846	UNVHGR	Make Whole
27071	FAMC	Semi-annually	27138	JPM	Quarterly	27213	FHLB	Quarterly	27389	FHLB	Quarterly	27856	ESGGEN	Make Whole
27077	FFCB	Anytime	27139	JPM	Quarterly	27216	ORSGEN	Anytime	27423	CTS	Anytime	27859	NYSHGR	Make Whole
27078	FFCB	Anytime	27141	FNMA	Quarterly	27225	BAC	Semi-annually	27440	ALA	Anytime	27860	ORSHGR	Make Whole
27079	FFCB	Anytime	27149	TOY	1/20/2025 and 7/20/2025	27226	BAC	Semi-annually	27441	FHLB	Quarterly	27861	TAMHGR	Make Whole
27080	FFCB	Anytime	27157	FNMA	Anytime	27227	BAC	Semi-annually	27559	FHLB	Quarterly	27862	UNVHGR	Make Whole
27081	FHLB	Anytime	27165	TOY	Anytime starting 1/8/2026	27228	BAC	Semi-annually	27560	ORS	Anytime	27863	BMV	Make Whole
27104	FHLBC	Annually	27173	FNMA	Anytime starting 1/8/2026	27251	JPM	Annually	27606	FHLB	Anytime starting 6/23/2025	27923	CAT	Make Whole
27110	CASMED	Anytime	27181	TOY	Quarterly	27252	FHLB	Quarterly	27639	NYCGEN	Anytime	27924	HON	Make Whole
27113	MEMGEN	Anytime	27189	FNMA	Quarterly	27255	BAC	Semi-annually	27657	FHLB	Monthly			



Northern California Power Agency
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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	4.290		5,000		1	4.290	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	279	0.480	1,453,319	3135G06G3	27167	1,495,454
Fund Total and Average		\$ 1,500,000	0.513		\$ 1,502,796		278	0.473	\$ 1,458,319			\$ 1,500,454

Geo Decommissioning Reserve

First American Govt.	USBGC	208,756	4.290		208,756		1	4.290	208,756	SYS70034	70034	208,756
California Asset Mgm	CMP	9,777	4.730	09/01/2022	9,777		1	4.730	9,777	SYS70074	70074	9,777
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	14	1.161	424,443	384802AE4	27002	425,110
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	120	0.952	494,270	13032UXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	150	1.372	740,858	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	150	0.609	492,320	592112XC5	27644	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	181	0.940	983,240	275282PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	312	1.060	489,850	40139LBC6	27224	504,217
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	372	0.700	964,530	037833EB2	27162	1,000,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	453	1.200	474,465	48128G3G3	27216	500,000
Bank of America Corp	USBGC	750,000	1.200	08/28/2021	750,000	06/25/2026	509	1.199	709,223	06048VWM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	571	1.250	47,110	06048VWN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,607	09/11/2026	587	1.629	1,828,656	037833DN7	27361	1,907,300
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	590	1.227	142,511	14913R2Q9	27289	149,819
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	631	1.567	1,308,491	872898AA9	27334	1,379,161
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	646	1.490	725,786	74460DAG4	27309	765,128
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	646	1.475	1,633,730	74460DAG4	27340	1,722,720
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	819	3.862	739,418	84966QC96	27405	750,000
Federal Home Loan Ba	USBGC	200,000	4.700	03/17/2023	198,900	06/30/2027	879	4.841	199,932	3130ASH44	27558	199,380
LA Dept. Water & Pow	USBGC	500,000	5.516	08/01/2023	513,735	07/01/2027	880	4.738	501,025	544495VX9	27626	508,475
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,369,024	09/09/2027	950	4.125	1,388,282	931142EX7	27458	1,394,242
Bay Area CA Wtr Supp	USBGC	200,000	3.365	08/15/2023	190,204	10/01/2027	972	4.662	194,050	072031AP2	27627	193,671
Federal Farm Credit	USBGC	150,000	4.750	10/13/2023	150,000	10/13/2027	984	4.750	151,902	3133EPYM1	27660	150,000
Comcast Corp	USBGC	320,000	7.125	06/08/2023	351,608	02/15/2028	1,109	4.747	341,507	872287AL1	27599	340,498
American Honda Finan	USBGC	375,000	3.500	06/20/2023	357,113	02/15/2028	1,109	4.650	361,965	02665WCE9	27604	363,317
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,153	4.634	124,539	56769JAG2	27574	125,579
Yosemite Community C.	USBGC	500,000	2.210	11/26/2024	485,315	08/01/2028	1,277	4.204	462,795	987388GY5	27877	467,967
City of Manhattan Be	USBGC	235,000	2.021	11/30/2023	201,787	01/01/2029	1,430	5.220	213,812	562784AJ7	27678	209,424
Kentucky St Turnpike	USBGC	725,000	1.768	01/31/2025	648,585	07/01/2029	1,611	4.420	641,502	491552S97	27915	648,585
East Side Union High	USBGC	275,000	1.927	09/05/2024	251,853	08/01/2029	1,642	3.824	244,365	275282PW5	27808	253,767
San Ramon Valley USD	USBGC	865,000	1.794	01/31/2025	777,116	08/01/2029	1,642	4.301	772,151	799408ZJ7	27916	777,116
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	1,854	2.078	513,858	84966QUX6	27219	583,967
California State Uni	USBGC	210,000	1.740	11/18/2022	187,082	11/01/2030	2,099	4.870	178,498	13077DMR0	27482	178,970



Northern California Power Agency

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Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,200	1.360	845,680	3130AKX76	27163	1,000,000
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	2,208	1.460	806,235	31422XAU6	27177	972,000
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	2,208	1.482	497,676	31422XAU6	27246	599,240
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	06/20/2031	2,330	3.439	1,423,852	3130ANUL2	27439	1,542,966
West Hartford CT	USBGC	330,000	1.844	01/12/2023	270,273	07/01/2031	2,341	4.430	275,580	953107AK5	27512	284,750
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	2,369	1.704	1,668,960	3130AN7G9	27245	2,004,182
Marin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	2,372	1.565	416,880	56781RKZ9	27272	504,348
Oceanside Unified Sc	USBGC	310,000	1.900	01/12/2023	247,916	08/01/2031	2,372	4.780	259,709	675383TR4	27513	262,617
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	2,386	2.134	325,202	088518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	2,386	2.134	209,420	088518NH4	27275	250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	2,494	5.110	81,833	16772PCS3	27485	81,180
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	2,529	2.044	2,063,875	3133ENJZ4	27360	2,461,834
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	2,842	4.181	920,966	31422XXY3	27403	971,443
California State Gen	USBGC	325,000	5.700	08/31/2023	344,500	10/01/2032	2,799	4.873	341,266	13063DZ20	27637	341,459
Federal Farm Credit	USBGC	600,000	4.750	01/31/2025	607,692	01/24/2033	2,914	4.556	603,462	3133ERX22	27914	607,692
Federal Home Loan Ba	USBGC	435,000	4.500	09/13/2023	428,258	09/09/2033	3,142	4.695	426,722	3130AWV23	27636	429,191
Federal Home Loan Ba	USBGC	700,000	4.825	01/31/2025	698,810	12/08/2034	3,597	4.645	693,021	3130B3MZ3	27917	698,810
Fund Total and Average		\$ 33,192,533	2.224		\$ 32,578,863		1463	2.518	\$ 30,568,054			\$ 32,663,858
GRAND TOTALS:		\$ 34,692,533	2.148		\$ 34,081,659		1411	2.428	\$ 32,026,373			\$ 34,164,312

*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 01/31/2025

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



Northern California Power Agency
Treasurer's Report

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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	1,359,185	4.730	07/25/2024	1,359,185		1	4.730	1,359,185	SYS70079	70079	1,359,185
Fund Total and Average		\$ 1,359,185	4.730		\$ 1,359,185		1	4.730	\$ 1,359,185			\$ 1,359,185
GRAND TOTALS:		\$ 1,359,185	4.730		\$ 1,359,185		1	4.730	\$ 1,359,185			\$ 1,359,185

*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 01/31/2025



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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	74,715	4.290		74,715		1	4.290	74,715	SYS70031	70031	74,715
California Asset Mgm	CMP	2,021,323	4.730	09/01/2022	2,021,323		1	4.730	2,021,323	SYS70073	70073	2,021,323
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	41	4.296	500,285	3130AUZC1	27571	500,184
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	82	0.839	541,392	06406RAN7	27221	545,938
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	107	0.675	494,760	31422BA26	27004	500,000
State of Maine	USBGC	100,000	5.000	06/22/2023	100,413	06/01/2025	120	4.773	100,204	56052AH90	27605	100,071
Met Govt Nashville &	USBGC	100,000	1.031	11/30/2023	94,007	07/01/2025	150	5.007	98,621	592098X89	27676	98,426
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	181	1.229	246,328	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	195	1.950	499,715	283734TC5	27131	506,140
Federal Home Loan Ba	USBGC	180,000	4.875	08/01/2023	179,882	09/12/2025	223	4.904	180,653	3130AWS92	27625	179,966
Califorina Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	242	0.765	127,032	13034ALB5	27132	130,000
Toyota Motor Credit	USBGC	250,000	5.400	06/26/2023	252,413	11/10/2025	282	4.980	251,848	89236TKK0	27608	250,788
Bank of America Corp	USBGC	1,000,000	1.000	11/25/2020	1,000,000	11/25/2025	297	0.798	970,270	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	312	0.615	484,955	3135G06J7	27136	500,146
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	324	0.825	481,185	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	332	0.576	484,180	3135G06Q1	27148	500,284
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	376	0.530	480,965	3130AKWA0	27165	499,948
Merck & Co Inc.	USBGC	550,000	0.750	01/30/2023	495,534	02/24/2026	388	4.226	529,425	58933YAY1	27526	531,104
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	389	0.500	480,695	3130AKXX9	27181	500,000
Cisco Systems Inc.	USBGC	35,000	2.950	11/18/2022	33,672	02/28/2026	392	4.200	34,505	17275RBC5	27481	34,564
Federal Farm Credit	USBGC	200,000	4.500	05/02/2023	202,660	03/02/2026	394	3.996	200,602	3133EPCF0	27587	201,020
Mercedes-Benz Fin. N	USBGC	400,000	1.450	05/04/2023	369,068	03/02/2026	394	4.386	386,712	233851EC4	27588	388,119
Nestle Holdings Inc	USBGC	200,000	5.250	06/16/2023	202,680	03/13/2026	405	4.720	201,758	641062BK9	27603	201,092
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	444	1.090	483,415	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/29/2021	501,660	05/15/2026	468	1.082	479,540	91324PEC2	27231	500,438
Arizona State Univer	USBGC	250,000	4.388	05/10/2023	250,000	07/01/2026	515	4.385	250,133	040664HH0	27589	250,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	562	0.875	475,065	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	569	0.967	476,080	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	571	1.250	47,110	06048WN22	27257	50,000
TSMC Arizona Corp	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	631	1.567	190,326	872898AA9	27332	200,605
Public Storage	USBGC	250,000	1.500	12/09/2021	250,290	11/09/2026	646	1.475	237,185	74460DAG4	27338	250,104
Federal Home Loan Ba	USBGC	500,000	2.000	12/29/2021	500,000	12/29/2026	696	1.509	479,340	3130AQER0	27344	500,000
State of Connecticut	USBGC	500,000	3.332	11/01/2024	490,490	04/15/2027	803	4.154	488,445	20772KGR4	27848	491,458
Los Angeles Unified	USBGC	500,000	5.981	10/31/2024	518,460	05/01/2027	819	4.405	506,775	544646AB9	27839	516,614
Florida State Board	USBGC	525,000	1.705	02/07/2024	477,488	07/01/2027	880	4.610	490,880	341271AE4	27725	491,229
Protective Life Glob	USBGC	550,000	4.714	02/09/2024	548,763	07/06/2027	885	4.784	550,743	74368CBP8	27732	549,118
Riverside Comm Colle	USBGC	500,000	1.398	12/24/2024	462,715	08/01/2027	911	4.485	465,485	76886PJQ7	27899	464,187
San Bernardino City	USBGC	525,000	1.641	02/07/2024	479,068	08/01/2027	911	4.376	489,967	796711H36	27722	492,034
Amazon.com Inc	USBGC	150,000	3.150	09/21/2022	143,474	08/22/2027	932	4.136	145,445	023135BC9	27456	146,606



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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	935	4.200	397,624	3130ASVC0	27442	400,000
Caterpillar Financia	USBGC	570,000	1.100	01/19/2024	509,495	09/14/2027	955	4.268	525,175	14913R2G1	27705	526,611
Caterpillar Financia	USBGC	500,000	1.100	02/07/2024	445,150	09/14/2027	955	4.427	460,680	14913R2G1	27724	460,121
U.S. Treasury	USBGC	2,000,000	4.125	01/31/2025	1,998,260	09/30/2027	971	4.157	1,995,400	91282CFM8	27913	1,998,262
State of Hawaii	USBGC	500,000	4.838	02/07/2024	510,555	10/01/2027	972	4.206	505,125	419792J64	27726	507,711
Bristol-Myers Squibb	USBGC	500,000	1.125	02/07/2024	443,475	11/13/2027	1,015	4.415	457,515	110122DP0	27723	458,232
Caterpillar Financia	USBGC	500,000	4.600	12/24/2024	501,165	11/15/2027	1,017	4.511	501,305	14913UAS9	27896	501,124
Federal Agricultural	USBGC	1,000,000	4.250	11/22/2024	1,001,500	11/19/2027	1,020	4.195	1,000,000	31424WRD6	27869	1,001,404
Federal National Mtg	USBGC	500,000	4.550	11/26/2024	500,750	11/19/2027	1,020	4.495	499,725	3135GAZ61	27876	500,705
Amazon.com Inc	USBGC	500,000	4.550	01/19/2024	505,910	12/01/2027	1,033	4.214	502,950	023135CP9	27706	504,331
NJ Turnpike Authrit	USBGC	1,000,000	1.483	11/04/2024	920,080	01/01/2028	1,064	4.211	916,620	646140DR1	27850	926,195
N. Texas Tollway Aut	USBGC	800,000	1.727	06/18/2024	727,928	01/01/2028	1,064	4.511	740,216	66285WB88	27777	740,553
N. Texas Tollway Aut	UBOC	500,000	1.727	09/01/2024	460,490	01/01/2028	1,064	4.235	462,635	66285WB88	27796	466,272
Oklahoma St Turnpike	USBGC	535,000	1.572	11/04/2024	493,211	01/01/2028	1,064	4.239	492,772	679111ZV9	27852	496,409
Comcast Corp	USBGC	500,000	7.125	01/30/2024	541,450	02/15/2028	1,109	4.841	533,605	872287AL1	27716	531,166
Mercedes-Benz Fin. N.	USBGC	550,000	3.750	12/16/2024	534,848	02/22/2028	1,116	4.690	532,081	233851DF8	27894	535,442
San Francisco Comm C.	USBGC	500,000	1.819	10/31/2024	459,230	09/15/2028	1,230	4.272	457,550	797683HL6	27841	462,044
Federal Home Loan Ba	USBGC	1,000,000	4.000	11/22/2024	994,650	09/30/2028	1,245	4.160	993,690	3130AWN63	27870	994,934
Pacific Life GF	USBGC	250,000	5.500	03/06/2024	255,318	07/18/2028	1,263	4.950	255,280	6944PL2U2	27744	254,218
Belmont-Redwood CA S	USBGC	375,000	1.477	07/16/2024	335,063	08/01/2028	1,277	4.390	339,995	080495HR8	27785	340,415
Riverside Comm Colle	USBGC	300,000	1.589	07/16/2024	268,890	08/01/2028	1,277	4.419	272,718	76886PJR5	27784	273,059
San Ramon Valley USD	USBGC	190,000	1.670	02/07/2024	169,488	08/01/2028	1,277	4.346	173,504	7994082H1	27721	173,987
Sacramento CA Water	USBGC	500,000	2.147	08/14/2024	452,945	09/01/2028	1,308	4.630	481,785	786089JH6	27776	459,986
San Mateo Union HSD	USBGC	250,000	2.542	02/07/2024	231,495	09/01/2028	1,308	4.346	234,280	799017VM7	27720	235,480
John Deere Capital C	USBGC	500,000	6.550	01/30/2024	541,800	10/01/2028	1,338	4.540	531,860	244199AW5	27717	532,823
County of Miami-Dade	USBGC	500,000	3.762	01/31/2024	485,825	10/01/2028	1,338	4.440	486,150	59333P3Q9	27718	488,963
Comcast Corp	USBGC	500,000	4.150	12/24/2024	488,575	10/15/2028	1,352	4.812	490,005	20030NCT6	27897	488,883
Toyota Motor Credit	USBGC	500,000	4.650	04/26/2024	491,485	01/05/2029	1,434	5.060	498,880	89236TLL7	27765	492,871
Toyota Motor Credit	USBGC	600,000	3.650	02/08/2024	575,406	01/08/2029	1,437	4.590	576,642	89236TFT7	27730	580,311
Texas Public Financi	USBGC	100,000	1.430	07/16/2024	88,312	02/01/2029	1,461	4.290	88,823	882669BX1	27783	89,706
Federal Farm Credit	USBGC	1,500,000	4.250	11/22/2024	1,505,160	02/14/2029	1,474	4.448	1,497,150	3133ERB67	27868	1,504,926
Bristol-Myers Squibb	USBGC	500,000	4.900	11/22/2024	506,910	02/22/2029	1,482	4.537	503,445	110122EF1	27866	506,598
California State Gen	USBGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,489	4.602	509,415	13063D3P1	27766	509,003
Federal National Mtg	USBGC	1,000,000	4.625	12/02/2024	1,000,000	03/02/2029	1,490	4.626	1,000,220	3135GAZT1	27881	1,000,000
American Honda Finan	USBGC	500,000	4.900	04/26/2024	494,365	03/13/2029	1,501	5.162	500,310	02665WFE6	27764	495,247
County of Johnston	USBGC	500,000	1.790	12/05/2024	452,625	04/01/2029	1,520	4.210	448,470	479354EL2	27885	454,330
MassMutual Global Fu	USBGC	500,000	5.150	11/22/2024	512,285	05/30/2029	1,579	4.542	507,060	57629W4T4	27867	511,764
Federal Home Loan Mt	USBGC	900,000	4.600	12/04/2024	900,000	06/04/2029	1,584	4.600	897,696	3134HAH30	27882	900,000
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,592	4.614	504,185	74368C8Y9	27827	511,660
Applied Materials In	USBGC	500,000	4.800	11/22/2024	505,730	06/15/2029	1,595	4.518	502,975	038222AS4	27865	505,489
University of Califo	USBGC	500,000	3.349	11/01/2024	479,435	07/01/2029	1,611	4.330	475,305	91412HFG3	27847	480,537
California State Gen	USBGC	500,000	4.500	11/05/2024	505,100	09/01/2029	1,642	4.261	498,875	13063EGT7	27854	504,843



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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
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	08/28/2029	1,669	4.583	493,180	6944PL3C1	27836	498,825
California State Gen	USBGC	2,000,000	5.125	10/24/2024	2,077,400	09/01/2029	1,873	4.233	2,043,360	13063EBP0	27817	2,073,102
California State Gen	USBGC	500,000	5.125	10/29/2024	518,765	09/01/2029	1,873	4.257	510,840	13063EBP0	27818	517,774
California State Gen	USBGC	500,000	5.125	11/01/2024	518,905	09/01/2029	1,873	4.249	510,840	13063EBP0	27845	517,927
Pacpar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,898	4.388	485,400	69371RT48	27840	491,933
City of Anaheim CA W	USBGC	500,000	3.239	12/24/2024	470,485	10/01/2029	1,703	4.631	470,095	032566KK7	27895	471,121
California State Gen	USBGC	500,000	2.500	10/29/2024	460,715	10/01/2029	1,703	4.287	456,950	13063DRE0	27819	462,755
Federal Home Loan Ba	USBGC	500,000	4.500	12/24/2024	502,700	12/14/2029	1,777	4.377	503,260	3130ATUT2	27898	502,644
Fund Total and Average		\$ 46,856,038	3.370		\$ 46,156,650		1009	3.806	\$ 45,830,873			\$ 46,258,817

Hydro 2022A Debt Service

U.S. Treasury	USBT	1,341,000	4.120	12/30/2024	1,313,682	08/26/2025	145	4.264	1,318,806	912797NVV3	27901	1,318,747
Federal Home Loan Ba	USBT	5,085,000	4.140	01/29/2025	4,997,869	06/27/2025	146	4.270	4,999,606	313385HK5	27908	4,999,623
Fund Total and Average		\$ 6,426,000	4.136		\$ 6,311,551		146	4.269	\$ 6,317,412			\$ 6,318,370

Hydro 2022B Debt Service

U.S. Treasury	USBT	218,000	4.120	12/30/2024	213,559	08/26/2025	145	4.264	214,392	912797NVV3	27902	214,382
Federal Home Loan Ba	USBT	1,247,000	4.140	01/29/2025	1,225,633	06/27/2025	146	4.270	1,225,813	313385HK5	27909	1,226,053
Fund Total and Average		\$ 1,465,000	4.137		\$ 1,439,192		146	4.270	\$ 1,440,205			\$ 1,440,445

Hydro Special Reserve

First American Govt.	USBGC	5,000	4.290		5,000		1	4.290	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,795	11/07/2025	279	0.460	1,453,319	3135G06G3	27166	1,495,454
Fund Total and Average		\$ 1,500,000	0.513		\$ 1,502,796		278	0.473	\$ 1,458,319			\$ 1,500,454

GRAND TOTALS: \$ 56,247,038 3.400 \$ 55,410,189 868 3.780 \$ 55,046,809 \$ 55,518,086

*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 01/31/2025

Callable Dates:

Inv #			Inv #			Inv #		
27004	FAMCA	Semi-annually	27254	FHLB	Monthly	27852	OKSTRN	Make Whole
27131	ELPASO	Annually	27257	BAC	Semi-annually	27865	AMAT	Make Whole
27132	FFCB	Anytime	27442	FHLB	Quarterly	27866	BMV	Make Whole
27135	CASDEV	Anytime	27517	FHLB	Quarterly	27876	FNMA	11/16/2025 only
27136	FNMA	Quarterly	27589	AZSHGR	Anytime	27881	FNMA	3/2/2026 only
27140	JPM	Quarterly	27725	FLSGEN	Anytime	27882	FHLMC	6/4/2026 only
27165	FHLB	Anytime	27726	HIS	Anytime	27894	MBGGR	Make Whole
27221	BK	3/24/2025	27766	CAS	Anytime	27895	ANAHSG	Make Whole
27253	FHLB	Quarterly	27776	SACWTR	Anytime	27896	CAT	Make Whole
			27847	UNVHGR	Make Whole	27897	CMCSA	Make Whole



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LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California Asset Mgm	CMP	137,073	4.730	09/13/2022	137,073		1	4.730	137,073	SYS70077	70077	137,073
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70046	70046	0
Fund Total and Average		\$ 137,073	4.730		\$ 137,073		1	4.730	\$ 137,073			\$ 137,073

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	910	0.010		910		1	0.010	910	SYS79004	79004	910
U.S. Treasury	USBT	733,000	4.120	12/30/2024	720,417	05/29/2025	117	4.250	723,222	912797NN3	27903	723,185
Federal Home Loan Ba	USBT	731,000	4.160	01/29/2025	720,526	06/02/2025	121	4.279	720,693	313385GJ9	27910	720,779
Fund Total and Average		\$ 1,464,910	4.137		\$ 1,441,853		119	4.262	\$ 1,444,825			\$ 1,444,874

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	444	0.010		444		1	0.010	444	SYS79012	79012	444
U.S. Treasury	USBT	3,167,000	4.210	12/05/2024	3,102,186	05/29/2025	117	4.357	3,124,752	912797NN3	27886	3,123,668
U.S. Treasury	USBT	791,000	4.120	12/30/2024	777,421	05/29/2025	117	4.250	780,448	912797NN3	27904	780,409
Federal Home Loan Ba	USBT	790,000	4.160	01/29/2025	778,680	06/02/2025	121	4.279	778,861	313385GJ9	27911	778,954
Fund Total and Average		\$ 4,748,444	4.186		\$ 4,658,731		118	4.328	\$ 4,684,505			\$ 4,683,476

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	3,448,000	4.210	12/05/2024	3,377,436	05/29/2025	117	4.357	3,402,004	912797NN3	27887	3,400,823
U.S. Treasury	USBT	666,000	4.120	12/30/2024	654,567	05/29/2025	117	4.250	657,116	912797NN3	27905	657,082
Federal Home Loan Ba	USBT	547,000	4.285	11/26/2024	534,760	06/02/2025	121	4.441	539,287	313385GJ9	27880	539,122
Federal Home Loan Ba	USBT	676,000	4.160	01/29/2025	666,314	06/02/2025	121	4.279	666,468	313385GJ9	27912	666,548
Fund Total and Average		\$ 5,337,000	4.200		\$ 5,233,077		118	4.343	\$ 5,264,875			\$ 5,263,575

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	117	4.250	83,866	912797NN3	27906	83,862
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	394	0.840	4,268,704	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	496	0.799	143,465	3130AN4T4	27270	150,150
U.S. Treasury	USBT	3,589,000	4.375	01/03/2024	3,616,020	12/15/2026	682	4.080	3,599,085	91282CJP7	27700	3,607,377
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,495	06/30/2028	1,245	4.285	119,243	3130AWN63	27624	118,957
U.S. Treasury	USBT	21,000	4.375	09/28/2023	20,785	08/31/2028	1,307	4.608	21,059	91282CHX2	27647	20,844
U.S. Treasury	USBT	42,000	3.500	10/29/2024	40,984	09/30/2029	1,702	4.046	40,474	91282CLN9	27825	41,038
Fund Total and Average		\$ 8,440,392	2.447		\$ 8,465,746		636	2.329	\$ 8,279,288			\$ 8,455,620



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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
LEC Iss#1 2010B BABS Subs Resv												
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	117	4.357	2,275,238	912797NN3	27888	2,274,448
Fund Total and Average		\$ 2,306,978	4.208		\$ 2,269,785		117	4.356	\$ 2,275,216			\$ 2,275,426

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	117	4.357	823,851	912797NN3	27888	823,575
Fund Total and Average		\$ 835,305	4.208		\$ 818,216		117	4.356	\$ 824,166			\$ 823,880

LEC O & M Reserve

First American Govt.	USBGC	103,282	4.290		103,282		1	4.290	103,282	SYS70041	70041	103,282
California Asset Mgm	CMP	4,398,533	4.730	09/09/2022	4,398,533		1	4.730	4,398,533	SYS70075	70075	4,398,533
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	150	0.609	344,624	592112XC5	27645	350,000
Nashville Met Gov	USBGC	150,000	0.610	09/18/2023	150,000	07/01/2025	150	0.609	147,603	592112XA9	27646	150,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	178	0.579	982,000	3136G4D75	27047	1,000,099
Federal National Mtg	USBGC	1,000,000	0.600	09/18/2020	1,000,000	08/18/2025	198	0.600	980,040	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	240	0.530	731,970	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	240	0.530	653,411	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	372	0.699	482,265	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	453	1.200	474,465	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	530	1.050	954,100	57629WDE7	27250	1,002,125
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	571	1.250	94,219	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	590	1.227	475,035	14913R2Q9	27290	499,396
TSMC Arizona Corp	USBGC	850,000	1.750	12/09/2021	857,242	10/25/2026	631	1.567	808,886	872898AA9	27335	852,572
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	646	1.490	488,601	74460DAG4	27310	515,086
Public Storage	USBGC	1,064,000	1.500	12/09/2021	1,065,234	11/09/2026	646	1.475	1,009,459	74460DAG4	27341	1,064,445
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	850	3.654	166,182	088006KB6	27424	190,143
Mercedes-Benz Fin. N	USBGC	275,000	3.750	08/26/2023	260,832	02/22/2028	1,116	5.003	268,041	233851DF8	27609	265,693
Bay Area Toll Author	USBGC	500,000	1.889	09/23/2024	461,155	04/01/2029	1,520	3.752	449,250	072024XF4	27809	464,209
MassMutual Global Fu	USBGC	500,000	5.150	12/04/2024	515,220	05/30/2029	1,579	4.395	507,060	57629W4T4	27883	514,683
Oregon Education Dis	USBGC	660,000	1.707	09/23/2024	602,184	06/30/2029	1,610	3.728	584,384	68587FAZ7	27811	606,494
San Ramon Valley USD	USBGC	1,000,000	1.794	01/31/2025	898,400	08/01/2029	1,642	4.301	892,660	7994082J7	27921	898,400
California State Gen	USBGC	1,085,000	5.125	09/24/2024	1,168,529	09/01/2029	1,673	3.628	1,118,740	13063EBP0	27810	1,163,274
Fund Total and Average		\$ 17,680,816	2.483		\$ 17,551,432		671	2.635	\$ 17,132,810			\$ 17,558,434

GRAND TOTALS:	\$	40,950,917	3.092	\$	40,565,913	400	3.184	\$	40,043,758.	\$	40,642,357
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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 01/31/2025

Callable Dates:

Inv #

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



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Commission Staff Report

COMMISSION MEETING DATE: March 27, 2025

SUBJECT: Treasurer's Report for Month Ended February 28, 2025

AGENDA CATEGORY: Consent

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

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

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for February 28, 2025.

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 \$357,592 of which approximately \$1,762 was applicable to Debt Service and \$355,830 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 \$352,643,298 at month end. The current market value of the portfolio totaled \$348,091,090.

The overall portfolio had a combined weighted average interest rate of 3.277% with a bond equivalent yield (yield to maturity) of 3.322%. Investments with a maturity greater than one year totaled \$179,787,000. February maturities totaled \$20,622,323 and monthly receipts totaled \$38 million. During the month \$10 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 remained unchanged at 4.31% and rates on one-year T-Bills decreased 3 basis points from 4.15% to 4.12%.

To the best of my knowledge and belief, all securities held by NCPA as of February 28, 2025 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 February 28, 2025

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

FEBRUARY 28, 2025

TABLE OF CONTENTS

	<u>PAGE</u>
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CASH ACTIVITY SUMMARY	2
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DETAIL REPORT OF INVESTMENTS	APPENDIX

**Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
February 28, 2025**

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 345,012	\$ 118,667,300	\$ 119,012,312	33.71%
Special Deposits	10,818	499,011	509,829	0.14%
Debt Service	1,762	22,916,252	22,918,014	6.49%
Special & Reserve	-	210,560,735	210,560,735	59.66%
	\$ 357,592	\$ 352,643,298	\$ 353,000,890	100.00%

Portfolio Investments at Market Value

\$ 348,091,090

NOTE A - Investment amounts shown at book carrying value.

**Northern California Power Agency
Treasurer's Report
Cash Activity Summary
February 28, 2025**

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST	INVESTMENTS	OPS/CONSTR	INVESTMENTS	INTER-COMPANY/ FUND TRANSFERS	INCREASE /
		(NOTE B)	(NOTE A)		(NOTE B)		(DECREASE)
NCPA FUNDS							
Operating	\$ 35,368,216	\$ 404,182	\$ 17,299,723	\$ (31,186,924)	\$ (1,033,127)	\$ (21,331,721)	\$ (479,651)
Special Deposits	2,467,548	1,721	-	(18,425,666)	(1,721)	15,956,532	(1,586)
Debt Service	-	-	-	-	(3,701,216)	3,700,594	(622)
Special & Reserve	-	431,018	3,322,600	-	(5,428,213)	1,674,595	-
	<u>\$ 37,835,764</u>	<u>\$ 836,921</u>	<u>\$ 20,622,323</u>	<u>\$ (49,612,590)</u>	<u>\$ (10,164,277)</u>	<u>\$ -</u>	<u>\$ (481,859)</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
February 28, 2025**

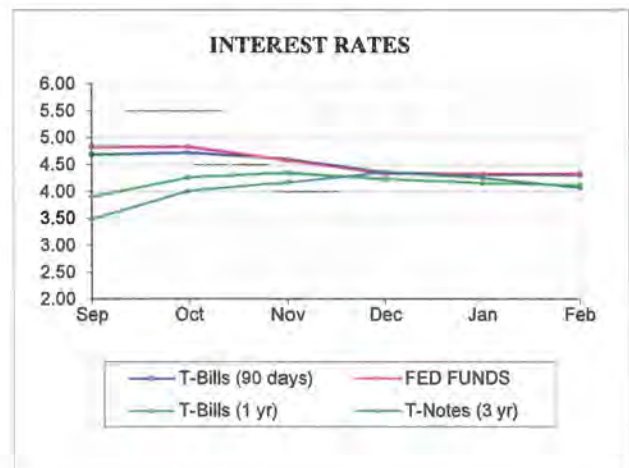
			(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS	
	PURCHASED	SOLD OR MATURED			TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 1,033,127	\$ (17,299,723)	\$ 1,728	\$ -	\$ -	\$ (16,264,868)
Special Deposits	1,721	-	-	-	-	1,721
Debt Service	3,701,216	-	64,298	-	-	3,765,514
Special & Reserve	5,428,213	(3,322,600)	72,712	-	-	2,178,325
	<u>\$ 10,164,277</u>	<u>\$ (20,622,323)</u>	<u>\$ 138,738</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (10,319,308)</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(138,738)</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ (10,458,046)</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
February 28, 2025**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	3.277%	3.322%
OPERATING FUNDS:	3.118%	3.320%
PROJECTS:		
Geothermal	2.178%	2.490%
Capital Facilities	4.550%	4.550%
Hydroelectric	3.430%	3.815%
Lodi Energy Center	3.155%	3.247%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	4.33%	5.33%
T-Bills (90da.)	4.31%	5.45%
Agency Disc (90da.)	4.27%	5.26%
T-Bills (1yr.)	4.12%	4.99%
Agency Disc (1yr.)	3.98%	4.87%
T-Notes (3yr.)	4.07%	4.44%



**Northern California Power Agency
Total Portfolio
Liquidity and Investment Maturities Analysis
February 28, 2025**

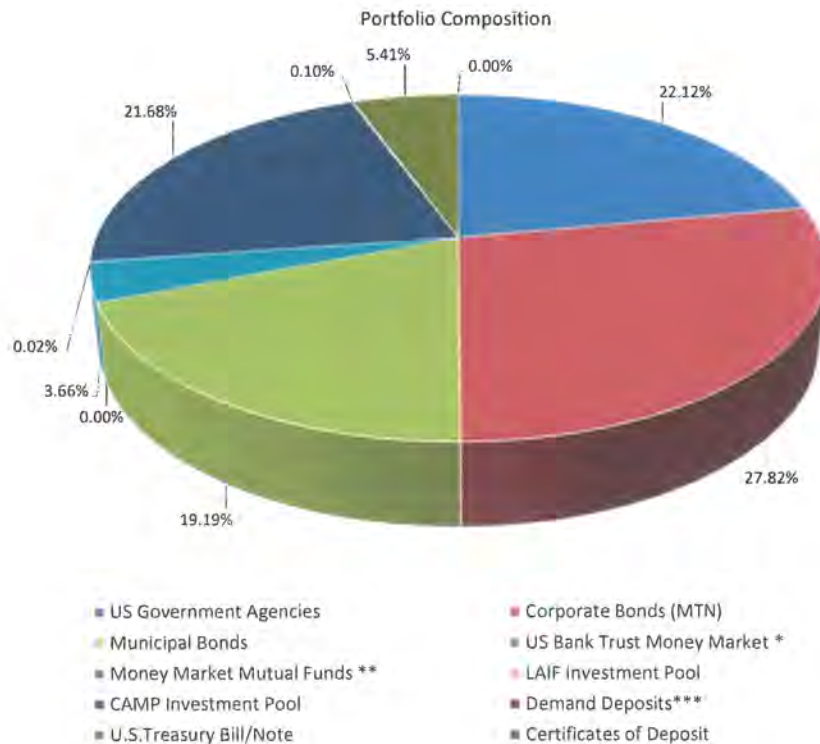
Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 3,185	\$ 13,633	\$ 15,905	\$ 6,000	\$ 28,631	\$ 11,482	\$ 78,836	22.12%
Corporate Bonds (MTN)	-	545	8,250	2,250	8,712	79,367	-	99,124	27.82%
Municipal Bonds	-	2,915	10,695	130	-	51,170	3,485	68,395	19.19%
US Bank Trust Money Market *	12	-	-	-	-	-	-	12	0.00%
Money Market Mutual Funds **	13,026	-	-	-	-	-	-	13,026	3.66%
LAIF Investment Pool	55	-	-	-	-	-	-	55	0.02%
CAMP Investment Pool	77,252	-	-	-	-	-	-	77,252	21.68%
Demand Deposits***	345	-	-	-	-	-	-	345	0.10%
U.S.Treasury Bill/Note	-	12,031	1,559	-	35	5,652	-	19,277	5.41%
Certificates of Deposit	-	10	-	-	-	-	-	10	0.00%
Total Dollars	\$ 90,690	\$18,686	\$34,137	\$18,285	\$ 14,747	\$164,820	\$14,967	\$ 356,332	100.00%
Total Percents	25.45%	5.25%	9.58%	5.13%	4.14%	46.25%	4.20%	100.00%	

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
02/28/2025

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	12,755	4.120		12,755		1	4.120	12,755	SYS70014	70014	12,755
First American Funds	USB	12,897,000	4.202		12,897,000		1	4.202	12,897,000	SYS70102	70102	12,897,000
California Asset Mgmt	CMP	26,636,083	4.550	10/19/2018	26,636,083		1	4.550	26,636,083	SYS70070	70070	26,636,083
Local Agency Investm	LAIF	55,162	4.822		55,162		1	4.822	55,162	SYS70000	70000	55,162
US Bank	USB	345,012	0.001		345,012		1	0.001	345,012	SYS70050	70050	345,012
US Bank	USB	10,000	0.050	01/07/2025	10,000	04/07/2025	37	0.050	10,000	SYS30340	30340	10,000
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	106	0.730	257,210	546486BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	122	0.609	493,945	592112XC5	27642	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	122	0.990	494,710	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	122	0.787	493,935	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	123	2.145	987,920	59217GEJ4	27375	996,142
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	153	0.992	986,360	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	262	0.542	974,750	3135GA4P3	27137	1,000,756
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	296	0.825	241,778	48128GY53	27138	250,000
U.S. Treasury	USBGC	35,000	3.900	12/31/2024	33,635	12/26/2025	300	4.073	33,859	912797NU7	27907	33,863
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	325	0.669	481,200	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	361	0.500	361,796	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	2.500	02/28/2022	1,000,000	02/27/2026	363	2.248	983,930	3130AQZV8	27366	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	98,129	02/28/2026	364	4.200	100,652	17275RBC5	27480	100,829
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	373	0.800	1,063,073	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	440	1.079	481,525	91324PEC2	27230	500,410
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	453	1.250	1,627,172	06048WM31	27225	1,700,000
Met Govt Nashville &	USBGC	250,000	1.181	10/14/2021	250,000	07/01/2026	487	1.181	240,303	59209BX77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	487	1.201	240,553	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	502	1.050	479,380	57629WDE7	27247	501,002
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	532	1.272	95,719	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	534	0.875	477,030	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	534	1.150	950,350	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	543	1.250	710,805	06048WN22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	496,165	09/14/2026	562	1.227	477,230	14913R2Q9	27288	499,427
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	562	1.225	485,135	24422EVB2	27294	507,609
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	576	0.900	599,225	3130ANXS4	27276	630,000
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	576	1.635	1,420,085	75951AAQ1	27292	1,497,197
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	579	1.260	487,035	70450YAD5	27293	510,627
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	603	1.567	1,460,127	872898AA9	27330	1,529,393
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	618	1.475	1,820,784	74460DAG4	27338	1,910,761
Federal Home Loan Ba	USBGC	50,000	2.000	12/29/2021	50,000	12/29/2026	668	1.509	48,183	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	2.000	01/28/2022	3,000,000	01/28/2027	698	1.700	2,886,600	3130AQN96	27364	3,000,000
Federal Home Loan Ba	USBGC	455,000	4.700	03/17/2023	452,498	06/30/2027	851	4.841	454,631	3130ASH44	27559	453,639



Northern California Power Agency

Treasurer's Report

02/28/2025

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
Meta Platforms Inc.	USBGC	526,000	3.500	11/21/2022	494,240	08/15/2027	897	4.944	517,474	30303M8B1	27483	509,524
Amazon.com Inc	USBGC	600,000	3.150	09/21/2022	573,894	09/22/2027	904	4.136	585,096	023135BC9	27455	586,866
Alabama St Public Sc.	USBGC	500,000	5.150	01/31/2025	508,370	09/01/2027	914	4.455	510,335	0108085M5	27922	508,100
Comcast Corp	USBGC	1,000,000	7.125	06/08/2023	1,098,290	02/15/2028	1,081	4.757	1,073,260	872287AL1	27597	1,061,992
American Honda Finan	USBGC	1,000,000	2.000	06/08/2023	887,330	03/24/2028	1,119	4.648	928,280	02665WDW8	27598	927,998
Mercedes-Benz Fin. N	USBGC	750,000	4.800	04/14/2023	755,445	03/30/2028	1,125	4.634	753,068	58769JAG2	27572	753,381
Bank of NY Mellon Co	USBGC	500,000	3.850	10/30/2024	492,520	04/28/2028	1,154	4.315	494,260	06406RAH0	27828	493,239
Meta Platforms Inc.	USBGC	500,000	4.600	07/03/2023	496,500	05/15/2028	1,171	4.761	505,450	30303M8L9	27614	497,695
Honeywell Internatio	USBGC	500,000	6.625	10/30/2024	537,595	06/15/2028	1,202	4.358	531,895	436506AS6	27831	534,109
Federal Home Loan Ba	USBGC	1,000,000	4.800	06/23/2023	1,000,000	06/23/2028	1,210	4.800	999,510	3130AWE55	27606	1,000,000
Pacific Life GF	USBGC	300,000	5.500	03/06/2024	306,381	07/18/2028	1,235	4.950	309,129	6944PL2U2	27742	304,940
Guardian Life	USBGC	500,000	1.625	10/30/2024	449,285	09/16/2028	1,295	4.504	453,695	40139LBE2	27830	453,681
John Deere Capital C	USBGC	500,000	4.500	02/08/2024	500,335	01/16/2029	1,417	4.483	501,510	24422EXH7	27731	500,263
John Deere Capital C	USBGC	285,000	4.500	08/29/2024	290,104	01/16/2029	1,417	4.048	285,861	24422EXH7	27807	289,515
Bristol-Myers Squibb	USBGC	500,000	4.900	11/22/2024	506,910	02/22/2029	1,454	4.537	507,670	110122EF1	27863	506,463
MassMutual Global Fu	USBGC	500,000	5.150	10/30/2024	514,295	05/30/2029	1,551	4.452	511,390	57629W4T4	27832	513,247
MassMutual Global Fu	USBGC	500,000	5.150	11/22/2024	512,285	05/30/2029	1,551	4.542	511,390	57629W4T4	27864	511,536
John Deere Capital C	USBGC	500,000	4.850	07/16/2024	503,965	06/11/2029	1,563	4.666	507,870	24422EXT1	27786	503,460
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,564	4.614	509,460	74368CBY9	27833	511,437
John Deere Capital C	USBGC	500,000	2.800	08/01/2024	463,890	07/16/2029	1,600	4.436	469,230	24422EUY3	27792	468,133
Toyota Motor Credit	USBGC	500,000	4.550	10/30/2024	499,880	08/09/2029	1,622	4.554	500,355	89236TMK8	27834	499,888
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	08/28/2029	1,641	4.556	499,475	6944PL3C1	27842	498,973
Honeywell Internatio	USBGC	500,000	4.875	01/31/2025	507,820	09/01/2029	1,645	4.492	509,425	436516CQ7	27924	507,678
Coca-Cola Co.	USBGC	500,000	2.125	02/05/2025	450,405	09/06/2029	1,650	4.545	455,090	191216CM0	27929	451,186
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,670	4.620	491,285	69371RT48	27837	492,078
John Deere Capital C	USBGC	500,000	4.850	10/30/2024	506,480	10/11/2029	1,685	4.463	510,335	24422EWN5	27829	507,904
New York Life Global	USBGC	500,000	4.600	12/05/2024	503,565	12/05/2029	1,740	4.439	501,330	64952WFK4	27684	503,395
New York Life Global	USBGC	500,000	4.600	01/31/2025	499,245	12/05/2029	1,740	4.633	501,330	64952WFK4	27926	498,258
Protective Life Glob	USBGC	500,000	4.772	01/31/2025	497,950	12/09/2029	1,744	4.866	500,830	74368CCA0	27927	497,985
Caterpillar Financia	USBGC	500,000	4.800	01/31/2025	504,920	01/08/2030	1,774	4.574	507,575	14913UAX8	27923	504,837
MassMutual Global Fu	USBGC	500,000	4.950	01/31/2025	504,175	01/10/2030	1,776	4.757	506,485	57629TBV8	27925	504,105
State Street	USBGC	500,000	2.400	01/31/2025	451,700	01/24/2030	1,790	4.591	455,480	857477BG7	27928	452,508

Fund Total and Average	\$	81,659,012	3.527		\$	81,547,137	438	3.639	\$	80,757,610		\$	81,568,043
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MPP GHG Auction Acct

California Asset Mgm	CMP	286,425	4.730	09/13/2022	286,425		1	4.730	286,425	SYS70076	70076	286,425
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70045	70045	0

Fund Total and Average	\$	286,425	4.730		\$	286,425	1	4.730	\$	286,425		\$	286,425
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MPP Security Deposit 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
MPP Security Deposit Acct												
California Asset Mgm	CMP	499,011	4.550	10/28/2022	499,011		1	4.550	499,011	SYS70078	70078	499,011
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70048	70048	0
Fund Total and Average		\$ 499,011	4.550		\$ 499,011		1	4.550	\$ 499,011			\$ 499,011

SCPA Balancing Account

First American Govt.	USBGC	11,250	4.120		11,250		1	4.120	11,250	SYS70023	70023	11,250
California Asset Mgm	CMP	16,307,887	4.730	05/27/2022	16,307,887		1	4.730	16,307,887	SYS70072	70072	16,307,887
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	31	0.600	499,385	586145F74	27113	500,964
State of Wisconsin	USBGC	105,000	0.650	01/30/2023	105,000	05/01/2025	61	0.649	104,362	97705MZH1	27539	105,000
State of Wisconsin	USBGC	295,000	0.650	01/30/2023	295,000	05/01/2025	61	0.649	293,168	97705MZR9	27540	295,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	92	0.952	495,840	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	122	0.932	494,495	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	122	0.609	493,945	592112XC5	27643	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	212	0.530	2,001,728	3133EMBJ0	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	212	0.530	2,006,622	3133EMBH4	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	344	0.699	483,670	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	348	0.530	483,035	3130AKWA0	27164	499,953
JP Morgan	USBGC	1,000,000	1.050	02/17/2021	1,000,000	02/17/2026	353	0.740	968,555	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	361	0.500	120,599	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	362	0.630	966,110	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	373	0.800	1,594,610	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	481	1.199	475,485	05048VWM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	502	1.050	479,380	57629WDE7	27248	501,002
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	543	1.250	47,387	06048WN22	27256	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	603	1.567	191,492	872898AA9	27331	200,576
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	618	1.569	262,155	74480DAG4	27311	274,693
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	618	1.475	238,323	74460DAG4	27337	250,100
Federal Home Loan Ba	USBGC	100,000	2.000	12/29/2021	100,000	12/29/2026	668	1.509	96,365	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	681	1.731	501,312	24422EWA3	27362	524,710
Federal Home Loan Ba	USBGC	300,000	2.000	01/28/2022	300,000	01/28/2027	698	1.691	288,660	3130AQN66	27385	300,000
Federal Home Loan Ba	USBGC	500,000	4.000	04/29/2022	500,000	04/29/2027	789	4.219	498,450	3130ARR52	27399	500,000
State of Oregon	USBGC	500,000	4.112	03/23/2023	500,000	05/01/2027	791	4.110	500,545	68809UBF1	27560	500,000
Alameda County	USBGC	130,000	3.480	08/24/2022	130,000	08/01/2027	883	3.509	127,989	010878BF2	27440	130,000
Desert Community Col	USBGC	300,000	1.823	06/16/2023	267,654	08/01/2027	883	4.730	284,106	250375LS9	27602	281,050
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370,000	08/25/2027	907	4.200	368,583	3130ASVC0	27441	370,000
Blackstone Holdings	USBGC	1,000,000	5.900	02/03/2023	1,047,880	11/03/2027	977	4.759	1,032,730	09261BAJ9	27541	1,026,936
Mercedes-Benz Fin. N	USBGC	300,000	3.750	06/26/2023	284,544	02/22/2028	1,088	5.003	292,500	233851DF8	27607	290,123



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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
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,125	4.634	125,511	58769JAG2	27573	125,564
John Deere Capital C	USBGC	525,000	4.500	03/06/2024	522,113	01/16/2029	1,417	4.626	526,586	24422EXH7	27743	522,698
Air Products & Chemi	USBGC	500,000	4.600	08/01/2024	504,600	02/08/2029	1,440	4.373	504,065	009158BH8	27793	504,006
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,564	4.614	509,460	74368CBY9	27835	511,437
Applied Materials In	USBGC	500,000	4.800	08/01/2024	509,280	06/15/2029	1,567	4.371	507,050	038222AS4	27795	508,169
John Deere Capital C	USBGC	500,000	2.800	08/01/2024	463,890	07/18/2029	1,600	4.436	469,230	24422EUY3	27794	468,133
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	08/28/2029	1,641	4.556	499,475	6944PL3C1	27843	498,973
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,670	4.620	491,285	69371RT48	27838	492,078
Fund Total and Average		\$ 37,039,137	3.233		\$ 37,071,668		346	3.205	\$ 36,643,385			\$ 37,020,302

General Operating Reserve

First American Govt.	USBGC	83,426	4.120		83,426		1	4.120	83,426	SYS70010	70019	83,426
California Asset Mgm	CMP	23,502,115	4.730	12/14/2018	23,502,115		1	4.730	23,502,115	SYS70071	70071	23,502,115
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70000	70002	0
US Bank	USB	0	0.090	07/01/2024	0		1	0.090	0	SYS70051	70051	0
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	31	0.800	499,385	586145F74	27114	500,964
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	31	1.038	997,850	899559QD3	27006	1,000,283
City of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	61	0.750	513,707	447025A56	27112	516,685
Honeywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	92	0.866	992,100	438516CB0	27008	1,001,179
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	92	1.299	418,123	471376FJ7	27011	421,184
Precision Castparts	USBGC	1,500,000	3.250	08/25/2020	1,667,985	08/15/2025	106	1.033	1,493,625	740189AM7	27017	1,509,760
JP Morgan	USBGC	750,000	1.050	08/23/2020	750,000	08/23/2025	114	1.050	740,535	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	122	0.845	494,495	069231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	122	0.774	493,935	977123X78	27042	500,000
Met Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	123	2.145	3,951,680	59217GEJ4	27376	3,984,587
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	153	0.940	803,883	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	170	0.600	982,900	3136G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	200	0.570	980,240	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	212	0.530	1,957,680	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	212	0.530	1,683,605	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	212	0.520	978,920	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	240	0.540	488,145	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	1.000	11/25/2020	1,000,000	11/25/2025	269	0.798	969,460	06048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	275	0.560	486,655	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	284	1.060	1,480,328	40139LBC6	27223	1,517,873
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	296	0.825	241,778	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	304	0.599	485,600	3135G06Q1	27141	500,166
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	344	0.699	483,670	037833EB2	27169	500,000
JP Morgan	USBGC	1,000,000	1.050	02/17/2021	1,000,000	02/17/2026	353	0.740	988,555	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/20/2021	625,407	03/11/2026	375	1.054	607,440	806513BF1	27220	629,030
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	380	0.841	965,150	3130ALEL4	27203	999,477



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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
Federal Home Loan Ba	USBGC	170,625	1.000	09/23/2023	170,625	03/23/2026	387	1.000	164,617	3130ALGJ7	27657	170,625
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	394	1.010	986,230	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	396	1.119	483,965	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	416	1.084	484,865	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	440	1.079	529,678	91324PEC2	27232	550,451
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	453	1.250	1,060,533	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	481	1.199	1,188,713	06048WM64	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	487	1.590	357,579	65000BGU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	502	1.050	958,760	57629WDE7	27249	1,002,003
Home Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2026	563	3.000	402,027	437076BN1	27387	409,801
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	591	1.235	95,428	24422EVW6	27297	100,101
Nationwide Bldg Soci	USBGC	2,035,000	1.500	06/16/2022	1,792,286	10/13/2026	591	4.569	1,842,509	63859UBH5	27420	1,944,274
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	603	1.567	813,841	872898AA9	27333	852,448
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	618	1.490	1,510,965	74460DAG4	27308	1,585,252
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	618	1.569	347,951	74460DAG4	27312	364,592
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	618	1.475	1,014,301	74460DAG4	27339	1,064,424
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	639	1.500	1,114,318	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	2.000	12/29/2021	150,000	12/29/2026	668	1.509	144,548	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	681	1.731	418,237	24422EWA3	27363	437,758
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	698	3.375	482,455	3130ARP62	27398	500,000
Amazon.com Inc	USBGC	1,030,000	3.300	06/16/2022	993,208	04/13/2027	773	4.123	1,011,800	023135CF1	27419	1,013,860
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	782	3.628	1,751,167	872898AF8	27404	1,778,469
Qualcomm Inc	USBGC	1,035,000	3.250	09/16/2022	995,059	05/20/2027	810	4.122	1,013,596	747525AU7	27421	1,017,011
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	836	3.631	494,060	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	897	4.944	265,623	30303M8B1	27484	261,543
Amazon.com Inc	USBGC	75,000	3.150	09/21/2022	71,737	08/22/2027	904	4.138	73,137	023135BC9	27457	73,358
Alabama St Public Sc	USBGC	1,000,000	5.150	01/31/2025	1,016,740	09/01/2027	914	4.455	1,020,670	0106085M5	27918	1,016,200
Federal Farm Credit	USBGC	1,000,000	4.750	10/13/2023	1,000,000	10/13/2027	956	4.750	1,018,340	3133EPYM1	27659	1,000,000
NJ Turnpike Authorit	USBGC	1,000,000	1.483	11/04/2024	920,080	01/01/2028	1,036	4.211	926,480	646140DR1	27849	928,304
N. Texas Tollway Aut	USBGC	500,000	1.727	08/01/2024	460,490	01/01/2028	1,036	4.235	466,930	66285WB86	27797	467,236
California State Gen	USBGC	900,000	1.700	10/12/2023	787,473	02/01/2028	1,067	4.962	839,565	13063DC48	27658	823,723
City of Houston TX	USBGC	230,000	1.438	11/30/2023	199,849	03/01/2028	1,096	4.898	212,364	4423317B4	27677	208,731
Lenape NJ Regional H	USBGC	590,000	1.815	09/18/2023	519,230	03/15/2028	1,110	4.816	548,263	525876WS3	27641	542,119
NYC Transitional F	USBGC	2,315,000	4.600	09/14/2023	2,284,326	05/01/2028	1,157	4.922	2,328,010	64971X7J1	27639	2,294,023
Washington Co. Schoo	USBGC	500,000	1.593	11/22/2024	453,530	06/15/2028	1,202	4.441	461,390	938429V95	27871	457,116
Covina Valley Unifi	USBGC	265,000	2.340	01/19/2024	249,270	08/01/2028	1,249	4.352	249,113	223083VR3	27704	248,623
Los Angeles CCD	USBGC	600,000	1.606	02/08/2024	542,820	08/01/2028	1,249	3.947	554,760	54438CYM8	27727	556,397
Jefferson CA School	USBGC	565,000	1.450	11/22/2024	506,845	09/01/2028	1,280	4.441	515,856	472412SN6	27872	511,091
Chicago Transit Auth	USBGC	600,000	2.952	02/08/2024	563,718	12/01/2028	1,371	4.357	571,824	16772PCP9	27729	571,736
State of Illinois	USBGC	500,000	5.250	02/08/2024	514,705	12/01/2028	1,371	4.581	511,805	452153GY9	27728	511,455
Texas Public Financi	USBGC	600,000	1.430	09/01/2024	530,868	02/01/2029	1,433	4.271	540,018	882669BX1	27798	539,830
California State Gen	USBGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,461	4.602	514,695	13063D3P1	27767	508,819



Northern California Power Agency
Treasurer's Report
02/28/2025

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
State University of	USBGC	500,000	3.159	11/21/2024	477,750	03/15/2029	1,475	4.298	480,700	84990FY65	27859	479,182
County of Johnston	USBGC	355,000	1.790	12/30/2024	316,955	04/01/2029	1,492	4.592	322,752	479354EL2	27900	318,471
Oregon State General	USBGC	500,000	4.980	11/21/2024	512,305	04/01/2029	1,492	4.352	513,325	88608WBA9	27860	511,521
Texas A & M Universi	USBGC	500,000	3.381	11/21/2024	481,175	05/15/2029	1,536	4.313	484,315	88213AHR9	27861	482,341
Oregon State General	USBGC	500,000	1.873	11/04/2024	440,825	06/30/2029	1,582	4.520	447,510	88583RDD1	27851	444,956
City of El Segundo C	USBGC	1,000,000	1.977	11/21/2024	897,300	07/01/2029	1,583	4.465	909,090	284035AH5	27856	903,487
University of Califo	USBGC	500,000	3.349	11/01/2024	479,435	07/01/2029	1,583	4.330	482,130	91412HFG3	27846	480,904
University of Califo	USBGC	500,000	3.349	11/21/2024	480,900	07/01/2029	1,583	4.289	482,130	91412HFG3	27862	482,051
University of Califo	USBGC	500,000	3.349	02/05/2025	477,890	07/01/2029	1,583	4.465	482,130	91412HFG3	27930	478,252
Atascadero Unified S	USBGC	400,000	1.701	08/06/2024	360,472	08/01/2029	1,614	3.901	357,752	046558EY4	27801	364,986
California State Gen	USBGC	500,000	4.500	11/05/2024	505,100	08/01/2029	1,614	4.261	504,795	13063EGT7	27853	504,753
City of Commerce CA	USBGC	400,000	1.858	08/02/2024	353,988	08/01/2029	1,614	4.451	358,920	20056XAF5	27800	359,333
Campbell Union HSD	USBGC	500,000	1.472	02/26/2025	444,150	08/01/2029	1,614	4.265	445,805	134159A77	27933	444,325
Fresno CA School Dis	USBGC	500,000	0.000	11/22/2024	404,890	08/01/2029	1,614	4.936	414,145	3582325T9	27874	410,387
ML San Antonio CA C	USBGC	500,000	3.000	08/01/2024	473,305	08/01/2029	1,614	4.194	475,315	823040MD1	27798	476,419
San Diego Community	USBGC	500,000	1.883	12/16/2024	451,470	08/01/2029	1,614	4.214	453,250	797272RR4	27892	453,656
SF BART District	USBGC	595,000	2.622	11/22/2024	550,137	08/01/2029	1,614	4.418	556,890	797661XA8	27875	552,767
San Ramon Valley USD	USBGC	500,000	1.794	01/31/2025	449,200	08/01/2029	1,614	4.301	452,605	7994082J7	27919	450,141
Yosemite Community C	USBGC	1,000,000	2.350	11/21/2024	916,800	08/01/2029	1,614	4.326	921,690	987388GZ2	27858	921,723
Yosemite Community C	USBGC	500,000	2.350	12/13/2024	459,400	08/01/2029	1,614	4.301	460,845	987388GZ2	27890	461,299
Yosemite Community C	USBGC	500,000	2.350	12/16/2024	460,930	08/01/2029	1,614	4.227	460,845	987388GZ2	27893	462,690
California State Gen	USBGC	500,000	5.125	11/01/2024	518,905	09/01/2029	1,645	4.249	517,400	13063EBP0	27844	517,601
California State Gen	USBGC	500,000	5.125	11/22/2024	515,030	09/01/2029	1,645	4.418	517,400	13063EBP0	27873	514,164
Corona-Norco Unified	USBGC	1,000,000	1.956	11/21/2024	895,490	09/01/2029	1,645	4.404	897,300	21976THM7	27855	901,566
Glendale Unified Sch	USBGC	1,000,000	1.480	11/21/2024	878,320	09/01/2029	1,645	4.325	866,620	378460A90	27857	885,394
State of North Dakot	USBGC	500,000	2.130	12/16/2024	453,665	12/01/2029	1,736	4.220	455,490	85887PWG6	27891	455,612
Protective Life Glob	USBGC	500,000	4.772	02/05/2025	496,920	12/09/2029	1,744	4.914	500,830	74368CCA0	27932	496,966
Federal Home Loan Ba	USBGC	605,000	4.500	01/31/2025	611,788	12/14/2029	1,749	4.241	616,949	3130ATUT2	27920	611,672
Athene Global Fundin	USBGC	500,000	5.380	02/05/2025	501,755	01/07/2030	1,773	5.296	506,485	04685A4G3	27931	501,729
Ell Lilly & Co.	USBGC	500,000	4.750	02/27/2025	508,270	02/12/2030	1,808	4.374	506,530	532457CV8	27940	508,251
Fund Total and Average		\$ 97,556,166	2.713		\$ 95,703,074		578	3.167	\$ 94,977,914			\$ 95,927,671
GRAND TOTALS:		\$ 217,039,751	3.118		\$ 215,107,315		483	3.320	\$ 213,184,345			\$ 215,301,452

*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 02/28/2025

Callable Dates:

Inv #

27024	JPM	Quarterly
27041	WISTRN	Anytime
27042	WISTRN	Anytime
27056	FNMA	Quarterly
27058	PHOGEN	Anytime
27071	FAMC	Semi-annually
27077	FFCB	Anytime
27078	FFCB	Anytime
27079	FFCB	Anytime
27080	FFCB	Anytime
27081	FHLB	Anytime
27104	FHLMC	Annually
27110	CASMED	Anytime
27113	MEMGEN	Anytime
27114	MEMGEN	Anytime
27124	FFCB	Anytime
27125	BALGEN	Anytime
27126	BALGEN	Anytime
27137	FNMA	Annually
27138	JPM	Quarterly
27139	JPM	Quarterly
27141	FNMA	Quarterly
27149	TOY	7/20/2025
27157	FNMA	Anytime
27165	TOY	Anytime starting 1/8/2026
27173	FNMA	Anytime starting 1/8/2026
27181	TOY	Quarterly
27189	FNMA	Quarterly
27197	TOY	Anytime
27205	FNMA	Quarterly
27213	TOY	Anytime
27221	FNMA	Anytime
27203	FHLB	Quarterly
27213	FHLB	Quarterly
27216	ORSGEN	Anytime

Inv #

27225	BAC	Semi-annually
27226	BAC	Semi-annually
27227	BAC	Semi-annually
27228	BAC	Semi-annually
27251	JPM	Annually
27252	FHLB	Quarterly
27255	BAC	Semi-annually
27256	BAC	Semi-annually
27276	FHLB	Quarterly
27313	JPM	Quarterly
27329	NYSHGR	Anytime
27398	FHLB	Quarterly
27399	FHLB	Quarterly
27423	CTS	Anytime
27440	ALA	Anytime
27441	FHLB	Quarterly
27559	FHLB	Quarterly
27560	ORS	Anytime
27606	FHLB	Anytime starting 6/23/2025
27639	NYCGEN	Anytime
27657	FHLB	Monthly
27727	LOSHGR	Anytime
27729	CHITRN	Anytime
27767	CAS	Anytime
27834	TOYOTA	Make Whole
27846	UNVHGR	Make Whole
27856	ESGGEN	Make Whole
27859	NYSHGR	Make Whole
27860	ORSHGR	Make Whole
27861	TAMHGR	Make Whole
27862	UNVHGR	Make Whole
27863	BMV	Make Whole
27923	CAT	Make Whole
27924	HON	Make Whole
27930	UNVHGR	Anytime
27940	LLY	Make Whole



Northern California Power Agency
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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	4.120		5,000		1	4.120	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	251	0.460	1,458,059	3135G06G3	27167	1,495,404
Fund Total and Average		\$ 1,500,000	0.512		\$ 1,502,796		250	0.472	\$ 1,463,059			\$ 1,500,404

Geo Decommissioning Reserve

First American Govt.	USBGC	0	4.120		0		1	4.120	0	SYS70034	70034	0
California Asset Mgm	CMP	489,837	4.550	09/01/2022	489,837		1	4.550	489,837	SYS70074	70074	489,837
Local Agency Investm	LAIF	0	3.580	07/01/2024	0		1	3.580	0	SYS70027	70027	0
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	92	0.952	495,840	13032UXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	122	1.372	742,883	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	122	0.609	493,945	592112XC5	27644	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	153	0.940	986,360	275282PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	284	1.060	491,820	40139LBC6	27224	504,293
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	344	0.700	967,340	037833EB2	27162	1,000,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	425	1.200	477,100	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	481	1.199	713,228	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	543	1.250	47,387	06048WN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,607	09/11/2026	559	1.629	1,836,388	037833DN7	27361	1,906,664
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	562	1.227	143,169	14913R2Q9	27289	149,828
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	603	1.567	1,316,508	872898AA9	27334	1,378,991
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	618	1.490	729,267	74460DAG4	27309	765,122
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	618	1.475	1,641,565	74460DAG4	27340	1,722,686
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	791	3.862	743,460	64966QC99	27405	750,000
Federal Home Loan Ba	USBGC	200,000	4.700	03/17/2023	198,900	06/30/2027	851	4.841	199,838	3130ASH44	27558	199,402
LA Dept. Water & Pow	USBGC	500,000	5.516	08/01/2023	513,735	07/01/2027	852	4.738	503,370	544495VX9	27626	508,183
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,389,024	09/09/2027	922	4.125	1,393,630	931142EX7	27458	1,394,426
Bay Area CA Wtr Supp	USBGC	200,000	3.365	08/15/2023	190,204	10/01/2027	944	4.682	195,428	072031AP2	27627	193,869
Federal Farm Credit	USBGC	150,000	4.750	10/13/2023	150,000	10/13/2027	956	4.750	152,751	3133EPYM1	27660	150,000
Comcast Corp	USBGC	320,000	7.125	06/08/2023	351,606	02/15/2028	1,081	4.747	343,443	872287AL1	27599	339,934
American Honda Finan	USBGC	375,000	3.500	06/20/2023	357,113	02/15/2028	1,081	4.650	364,770	02685WCE9	27604	363,637
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,125	4.834	125,511	58769JAG2	27574	125,564
Yosemite Community C	USBGC	500,000	2.210	11/26/2024	466,315	08/01/2028	1,249	4.204	467,830	987388GY5	27677	468,730
City of Manhattan Be	USBGC	235,000	2.021	11/30/2023	201,787	01/01/2029	1,402	5.220	216,487	562784AJ7	27678	209,968
Kentucky St Turnpike	USBGC	725,000	1.768	01/31/2025	648,685	07/01/2029	1,583	4.420	650,767	491552S97	27915	650,027
East Side Union High	USBGC	275,000	1.927	09/05/2024	251,853	08/01/2029	1,614	3.824	248,630	275282PW5	27808	254,160
San Ramon Valley USD	USBGC	865,000	1.794	01/31/2025	777,116	08/01/2029	1,614	4.301	783,007	7994082J7	27916	778,743
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	1,826	2.078	522,446	64966QUX6	27219	583,984
California State Uni	USBGC	210,000	1.740	11/18/2022	167,082	11/01/2030	2,071	4.870	181,658	13077DMR0	27482	179,419
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,172	1.360	882,940	3130AKX76	27163	1,000,000



Northern California Power Agency

Treasurer's Report

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Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	2,180	1.460	828,387	31422XALU6	27177	972,000
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	2,180	1.482	511,350	31422XALU6	27246	599,251
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	06/20/2031	2,302	3.439	1,459,161	3130ANUL2	27439	1,545,017
West Hartford CT	USBGC	330,000	1.844	01/12/2023	270,273	07/01/2031	2,313	4.430	281,269	953107AK5	27512	285,337
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	2,341	1.704	1,711,300	3130AN7G9	27245	2,004,129
Marin Community Coll	USBGC	500,000	1.710	09/14/2021	508,810	08/01/2031	2,344	1.585	427,400	56781RKZ9	27272	504,293
Oceanside Unified Sc	USBGC	310,000	1.900	01/12/2023	247,916	08/01/2031	2,344	4.780	265,109	675383TR4	27513	263,422
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	2,358	2.134	331,862	088518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	2,358	2.134	213,728	088518NH4	27275	250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	2,466	5.110	83,442	16772PCS3	27485	81,288
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	2,501	2.044	2,114,775	3133ENJZA	27360	2,462,293
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	2,614	4.181	933,982	31422XXV3	27403	971,464
California State Gen	USBGC	325,000	5.700	08/31/2023	344,500	10/01/2032	2,771	4.873	347,773	13063D2Z0	27637	341,280
Federal Farm Credit	USBGC	600,000	4.750	01/31/2025	607,692	01/24/2033	2,886	4.556	616,794	3133ERX22	27914	607,612
Pennsylvania State	USBGC	500,000	2.622	02/27/2025	430,970	08/15/2033	3,028	4.645	427,650	70889PMY0	27941	431,062
Federal Home Loan Ba	USBGC	435,000	4.500	09/13/2023	428,258	09/09/2033	3,114	4.695	437,210	3130AWV23	27638	429,248
Federal Home Loan Ba	USBGC	700,000	4.625	01/31/2025	698,810	12/03/2034	3,569	4.645	712,866	3130B3MZ3	27917	698,820
Fund Total and Average		\$ 33,538,837	2.254		\$ 32,842,537		1463	2.582	\$ 31,232,661			\$ 32,948,973
GRAND TOTALS:		\$ 35,038,837	2.178		\$ 34,345,333		1411	2.490	\$ 32,595,720.			\$ 34,448,377

*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 02/28/2025

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
27941	PASDEV	Anytime



Northern California Power Agency
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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	1,555,651	4.550	07/26/2024	1,555,651		1	4.550	1,555,651	SYS70079	70079	1,555,651
Fund Total and Average		\$ 1,555,651	4.550		\$ 1,555,651		1	4.550	\$ 1,555,651			\$ 1,555,651
GRAND TOTALS:		\$ 1,555,651	4.550		\$ 1,555,651		1	4.550	\$ 1,555,651			\$ 1,555,651

*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 02/28/2025



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	11,766	4.120		11,766		1	4.120	11,766	SYS70031	70031	11,766
California Assel Mgm	CMP	3,170,155	4.730	09/01/2022	3,170,155		1	4.730	3,170,155	SYS70073	70073	3,170,155
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	13	4.296	500,040	3130AUZC1	27571	500,056
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	54	0.839	542,537	06406RAN7	27221	545,599
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	79	0.675	496,125	31422BA26	27004	500,000
State of Maine	USBGC	100,000	5.000	06/22/2023	100,413	06/01/2025	92	4.773	100,170	56052AH90	27605	100,053
Met Govt Nashville &	USBGC	100,000	1.031	11/30/2023	94,007	07/01/2025	122	5.007	98,924	592098X69	27676	98,741
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	153	1.229	246,783	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	167	1.950	499,935	283734TC5	27131	505,190
Federal Home Loan Ba	USBGC	180,000	4.875	09/01/2023	179,882	09/12/2025	195	4.904	180,529	3130AWS92	27625	179,970
California Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	214	0.765	127,468	13034AL65	27132	130,000
Toyota Motor Credit	USBGC	250,000	5.400	06/26/2023	252,413	11/10/2025	254	4.960	251,675	89236TKK0	27609	250,703
Bank of America Corp	USBGC	1,000,000	1.000	11/25/2020	1,000,000	11/25/2025	269	0.798	969,460	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	284	0.615	486,570	3135G06J7	27136	500,132
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	296	0.825	483,555	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	304	0.576	485,600	3135G06Q1	27148	500,258
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	348	0.530	483,035	3130AKWA0	27165	499,953
Merck & Co Inc.	USBGC	550,000	0.750	01/30/2023	495,534	02/24/2026	360	4.226	531,229	58933YAY1	27526	532,585
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	361	0.500	482,395	3130AKXX9	27181	500,000
Cisco Systems Inc.	USBGC	35,000	2.950	11/18/2022	33,672	02/28/2026	364	4.200	34,537	17275RBC5	27481	34,598
Federal Farm Credit	USBGC	200,000	4.500	05/02/2023	202,680	03/02/2026	366	3.996	200,660	3133EPCF0	27587	200,941
Mercedes-Benz Fin. N	USBGC	400,000	1.450	05/04/2023	369,068	03/02/2026	366	4.386	388,240	233851EC4	27588	389,031
Nestle Holdings Inc	USBGC	200,000	5.250	06/16/2023	202,680	03/13/2026	377	4.720	201,772	841062BK9	27603	201,010
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	416	1.090	484,865	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	440	1.082	481,525	91324PEC2	27231	500,410
Arizona State Univer	USBGC	250,000	4.388	05/10/2023	250,000	07/01/2026	487	4.385	250,573	040664HH0	27589	250,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	534	0.875	477,030	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	541	0.967	477,800	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	543	1.250	47,387	06048WN22	27257	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	603	1.567	191,492	872898AA9	27332	200,576
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	618	1.475	238,323	74460DAG4	27339	250,100
Federal Home Loan Ba	USBGC	500,000	2.000	12/29/2021	500,000	12/29/2026	668	1.509	481,825	3130AQER0	27344	500,000
State of Connecticut	USBGC	500,000	3.332	11/01/2024	490,490	04/15/2027	775	4.154	491,545	20772KGR4	27848	491,781
Los Angeles Unified	USBGC	500,000	5.981	10/31/2024	518,460	05/01/2027	791	4.405	512,515	544646A69	27839	515,999
Merck & Co Inc.	USBGC	500,000	1.700	02/27/2025	474,000	06/10/2027	831	4.105	473,235	58933YBC8	27939	474,126
Florida State Board	USBGC	525,000	1.705	02/07/2024	477,488	07/01/2027	852	4.610	494,214	341271AE4	27725	492,393
Protective Life Glob	USBGC	550,000	4.714	02/09/2024	548,763	07/06/2027	857	4.784	553,020	74368CBP8	27732	549,148
Riverside Comm Colle	USBGC	500,000	1.399	12/24/2024	462,715	08/01/2027	883	4.465	468,150	76886PJQ7	27809	465,381
San Bernardino City	USBGC	525,000	1.641	02/07/2024	479,068	08/01/2027	883	4.376	492,146	796711H36	27722	493,133



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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
Amazon.com Inc	USBGC	150,000	3.150	09/21/2022	143,474	08/22/2027	904	4.136	146,274	023135BC9	27458	146,716
Federal Home Loan Ba	USBGC	400,000	4.200	08/25/2022	400,000	08/25/2027	907	4.200	398,468	3130ASVC0	27442	400,000
Caterpillar Financia	USBGC	570,000	1.100	01/19/2024	509,495	09/14/2027	927	4.268	528,139	14913R2G1	27705	527,991
Caterpillar Financia	USBGC	500,000	1.100	02/07/2024	445,150	09/14/2027	927	4.427	463,280	14913R2G1	27724	461,389
U.S. Treasury	USBGC	2,000,000	4.125	01/31/2025	1,998,260	09/30/2027	943	4.157	2,007,820	91282CFM8	27913	1,998,312
State of Hawaii	USBGC	500,000	4.838	02/07/2024	510,555	10/01/2027	944	4.205	508,305	419792J64	27726	507,470
Bristol-Myers Squibb	USBGC	500,000	1.125	02/07/2024	443,475	11/13/2027	987	4.415	460,760	110122DP0	27723	459,482
Caterpillar Financia	USBGC	500,000	4.600	12/24/2024	501,165	11/15/2027	989	4.511	503,740	14913UAS9	27896	501,090
Federal Agricultural	USBGC	1,000,000	4.250	11/22/2024	1,001,500	11/18/2027	992	4.195	1,005,300	31424WRD6	27869	1,001,362
Federal National Mtg	USBGC	500,000	4.550	11/26/2024	500,750	11/18/2027	992	4.495	500,205	3135GAZ61	27876	500,684
Amazon.com Inc	USBGC	500,000	4.550	01/19/2024	505,910	12/01/2027	1,005	4.214	504,675	023135CP9	27706	504,203
NJ Turnpike Authorit	USBGC	1,000,000	1.483	11/04/2024	920,080	01/01/2028	1,036	4.211	926,480	646140DR1	27850	928,304
N. Texas Tollway Aut	USBGC	800,000	1.727	08/18/2024	727,928	01/01/2028	1,036	4.511	747,088	66285WB88	27777	742,252
N. Texas Tollway Aut	UBOC	500,000	1.727	08/01/2024	460,490	01/01/2028	1,036	4.235	466,930	66285WB88	27796	467,236
Oklahoma St Turnpike	USBGC	535,000	1.572	11/04/2024	493,211	01/01/2028	1,036	4.239	497,459	679111ZV9	27852	497,511
Comcast Corp	USBGC	500,000	7.125	01/30/2024	541,450	02/15/2028	1,081	4.841	536,630	872287AL1	27716	530,311
Mercedes-Benz Fin. N	USBGC	550,000	3.750	12/16/2024	534,848	02/22/2028	1,088	4.890	536,250	233851DF8	27894	535,839
San Francisco Comm C	USBGC	500,000	1.819	10/31/2024	459,230	06/15/2028	1,202	4.272	462,525	797683HL6	27841	462,982
Federal Home Loan Ba	USBGC	1,000,000	4.000	11/22/2024	994,650	06/30/2028	1,217	4.160	1,000,490	3130AWN63	27870	995,058
Pacific Life GF	USBGC	250,000	5.500	03/08/2024	255,318	07/18/2028	1,235	4.950	257,808	6944PL2U2	27744	254,117
Belmont-Redwood CA S	USBGC	375,000	1.477	07/16/2024	335,063	08/01/2028	1,249	4.380	342,904	080495HR8	27785	341,236
Riverside Comm Colle	USBGC	300,000	1.589	07/16/2024	268,890	08/01/2028	1,249	4.419	274,932	76886PJR5	27784	273,701
San Ramon Valley USD	USBGC	190,000	1.670	02/07/2024	169,488	08/01/2028	1,249	4.346	175,406	7994082H1	27721	174,368
Sacramento CA Water	USBGC	500,000	2.147	06/14/2024	452,945	09/01/2028	1,280	4.630	467,740	786089JH6	27776	460,917
San Mateo Union HSD	USBGC	250,000	2.542	02/07/2024	231,495	09/01/2028	1,280	4.346	237,050	799017VM7	27720	235,817
John Deere Capital C	USBGC	500,000	6.550	01/30/2024	541,800	10/01/2028	1,310	4.540	535,845	244199AW5	27717	532,077
County of Miami-Dade	USBGC	500,000	3.762	01/31/2024	485,825	10/01/2028	1,310	4.440	490,385	59333P3Q9	27718	489,116
Comcast Corp	USBGC	500,000	4.150	12/24/2024	488,575	10/15/2028	1,324	4.812	493,610	20030NCT6	27897	489,133
Toyota Motor Credit	USBGC	500,000	4.650	04/26/2024	491,485	01/05/2029	1,406	5.060	504,185	89236TLL7	27765	493,023
Toyota Motor Credit	USBGC	600,000	3.650	02/08/2024	575,406	01/08/2029	1,409	4.590	582,948	89236TFT7	27730	580,728
Texas Public Financi	USBGC	100,000	1.430	07/16/2024	88,312	02/01/2029	1,433	4.290	90,003	882669BX1	27783	89,920
Federal Farm Credit	USBGC	1,500,000	4.250	11/22/2024	1,505,160	02/14/2029	1,446	4.448	1,509,390	3133ERB67	27868	1,504,824
Bristol-Myers Squibb	USBGC	500,000	4.800	11/22/2024	506,910	02/22/2029	1,454	4.537	507,670	110122EF1	27865	505,463
California State Gen	USBGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,461	4.602	514,695	13063D3P1	27765	508,819
Federal National Mtg	USBGC	1,000,000	4.625	12/02/2024	1,000,000	03/02/2029	1,462	4.626	1,002,650	3135GAZT1	27881	1,000,000
American Honda Finan	USBGC	500,000	4.900	04/26/2024	494,365	03/13/2029	1,473	5.162	505,370	02665WFE6	27784	495,343
County of Johnston	USBGC	500,000	1.790	12/05/2024	452,625	04/01/2029	1,492	4.210	454,580	479354EL2	27885	455,243
MassMutual Global Fu	USBGC	500,000	5.150	11/22/2024	512,285	05/30/2029	1,551	4.542	511,390	57629W4T4	27867	511,538
Federal Home Loan Mt	USBGC	900,000	4.600	12/04/2024	900,000	06/04/2029	1,556	4.600	901,242	3134HAH30	27882	900,000
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,564	4.614	509,480	74368CBY9	27827	511,437
Applied Materials In	USBGC	500,000	4.800	11/22/2024	505,730	06/15/2029	1,567	4.518	507,060	038222AS4	27865	505,385
University of Calif	USBGC	500,000	3.349	11/01/2024	479,435	07/01/2029	1,583	4.330	482,130	91412HFG3	27847	480,904



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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	500,000	4.500	11/05/2024	505,100	08/01/2029	1,614	4.261	504,795	13063EGT7	27854	504,753
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	08/28/2029	1,641	4.583	499,475	6944PL3C1	27836	498,973
California State Gen	USBGC	2,000,000	5.125	10/24/2024	2,077,400	09/01/2029	1,845	4.233	2,069,600	13063EBP0	27817	2,071,773
California State Gen	USBGC	500,000	5.125	10/29/2024	518,765	09/01/2029	1,645	4.257	517,400	13063EBP0	27818	517,451
California State Gen	USBGC	500,000	5.125	11/01/2024	518,905	09/01/2029	1,645	4.249	517,400	13063EBP0	27845	517,601
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,670	4.388	491,285	69371RT48	27840	492,078
City of Anaheim CA W	USBGC	500,000	3.239	12/24/2024	470,485	10/01/2029	1,675	4.631	476,680	0325S6KK7	27895	471,637
California State Gen	USBGC	500,000	2.500	10/29/2024	480,715	10/01/2029	1,675	4.287	463,480	13063DRE0	27819	463,420
Federal Home Loan Ba	USBGC	500,000	4.500	12/24/2024	502,700	12/14/2029	1,749	4.377	509,875	3130ATUT2	27898	502,599
Fund Total and Average		\$ 46,441,921	3.384		\$ 47,716,533		958	3.830	\$ 47,697,866			\$ 47,836,376

Hydro 2022A Debt Service

U.S. Treasury	USBT	1,341,000	4.120	12/30/2024	1,313,682	06/26/2025	117	4.264	1,323,098	912797NW3	27901	1,323,044
Federal Home Loan Ba	USBT	5,085,000	4.140	01/29/2025	4,997,869	06/27/2025	118	4.270	5,014,827	313385HK5	27908	5,015,997
Federal Home Loan Ba	USBT	1,339,000	4.165	02/26/2025	1,319,636	07/01/2025	122	4.284	1,320,107	313385HP4	27934	1,320,100
Fund Total and Average		\$ 7,765,000	4.141		\$ 7,631,187		119	4.272	\$ 7,658,032			\$ 7,659,141

Hydro 2022B Debt Service

U.S. Treasury	USBT	218,000	4.120	12/30/2024	213,559	06/26/2025	117	4.264	215,090	912797NW3	27902	215,081
Federal Home Loan Ba	USBT	1,247,000	4.140	01/29/2025	1,225,633	06/27/2025	118	4.270	1,229,791	313385HK5	27909	1,230,078
Federal Home Loan Ba	USBT	218,000	4.165	02/26/2025	214,847	07/01/2025	122	4.284	214,924	313385HP4	27935	214,923
Fund Total and Average		\$ 1,683,000	4.141		\$ 1,654,039		118	4.272	\$ 1,659,805			\$ 1,660,082

Hydro Special Reserve

First American Govt.	USBGC	5,000	4.120		5,000		1	4.120	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	251	0.460	1,458,059	3135G06G3	27166	1,495,404
Fund Total and Average		\$ 1,500,000	0.512		\$ 1,502,796		260	0.472	\$ 1,463,059			\$ 1,500,404
GRAND TOTALS:		\$ 59,389,921	3.430		\$ 59,504,555		807	3.815	\$ 58,478,762			\$ 58,656,003

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Current Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 02/28/2025

Callable Dates:

Inv #	Inv #	Inv #	Inv #
27004 FAMCA Semi-annually	27165 FHLB Anytime	27725 FLSEGEN Anytime	27876 FNMA 11/18/2025 only
27131 ELPASO Annually	27221 BK 3/24/2025	27726 HIS Anytime	27881 FNMA 3/2/2026 only
27132 FFCB Anytime	27253 FHLB Quarterly	27766 CAS Anytime	27882 FHLMC 6/4/2026 only
27135 CASDEV Anytime	27254 FHLB Monthly	27776 SACWTR Anytime	27894 MBGGR Make Whole
27136 FNMA Quarterly	27257 BAC Semi-annually	27847 UNVHGR Make Whole	27895 ANAHSG Make Whole
27140 JPM Quarterly	27442 FHLB Quarterly	27852 OKSTRN Make Whole	27896 CAT Make Whole
03/05/2025 3:26 pm	27517 FHLB Quarterly	27865 AMAT Make Whole	27897 CMCSA Make Whole
	27589 AZSHGR Anytime	27866 BMY Make Whole	27939 MRK Make Whole



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LEC GHG Auction Acct

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California Asset Mgm	CMP	137,547	4.730	09/13/2022	137,547		1	4.730	137,547	SYS70077	70077	137,547
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70046	70046	0
Fund Total and Average		\$ 137,547	4.730		\$ 137,547		1	4.730	\$ 137,547			\$ 137,547

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	4,683	0.010		4,683		1	0.010	4,683	SYS79004	79004	4,683
U.S. Treasury	USBT	733,000	4.120	12/30/2024	720,417	05/29/2025	89	4.250	725,553	912797NN3	27903	725,534
Federal Home Loan Mt	USBT	725,000	4.190	02/26/2025	717,152	05/30/2025	90	4.294	717,322	313397GF2	27938	717,406
Federal Home Loan Ba	USBT	731,000	4.160	01/29/2025	720,526	06/02/2025	93	4.279	723,032	313385GJ9	27910	723,144
Fund Total and Average		\$ 2,193,683	4.148		\$ 2,162,778		90	4.265	\$ 2,170,590			\$ 2,170,767

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	2,055	0.010		2,055		1	0.010	2,055	SYS79012	79012	2,055
U.S. Treasury	USBT	3,167,000	4.210	12/05/2024	3,102,186	05/29/2025	89	4.357	3,134,823	912797NN3	27886	3,134,038
U.S. Treasury	USBT	791,000	4.120	12/30/2024	777,421	05/29/2025	89	4.250	782,963	912797NN3	27904	782,943
Federal Home Loan Mt	USBT	785,000	4.190	02/26/2025	776,603	05/30/2025	90	4.294	776,687	313397GF2	27937	776,777
Federal Home Loan Ba	USBT	790,000	4.160	01/29/2025	778,680	06/02/2025	93	4.279	781,389	313385GJ9	27911	781,510
Fund Total and Average		\$ 5,635,055	4.186		\$ 5,436,846		90	4.321	\$ 5,477,917			\$ 5,477,323

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	3,448,000	4.210	12/05/2024	3,377,436	05/29/2025	89	4.357	3,412,968	912797NN3	27887	3,412,113
U.S. Treasury	USBT	666,000	4.120	12/30/2024	654,567	05/29/2025	89	4.250	659,233	912797NN3	27905	659,216
Federal Home Loan Mt	USBT	675,000	4.190	02/26/2025	667,694	05/30/2025	90	4.294	667,852	313397GF2	27938	667,929
Federal Home Loan Ba	USBT	547,000	4.285	11/26/2024	534,760	06/02/2025	93	4.441	541,038	313385GJ9	27880	540,945
Federal Home Loan Ba	USBT	676,000	4.160	01/29/2025	666,314	06/02/2025	93	4.279	668,632	313385GJ9	27912	668,735
Fund Total and Average		\$ 6,012,000	4.199		\$ 5,900,771		90	4.337	\$ 5,949,723			\$ 5,948,938

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	3,852	0.010		3,852		1	0.010	3,852	SYS79005	79005	3,852
U.S. Treasury	USBT	85,000	4.120	12/30/2024	83,541	05/29/2025	89	4.250	84,136	912797NN3	27906	84,134
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	366	0.840	4,285,405	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	09/27/2021	150,528	06/12/2026	468	0.799	144,027	3130AN4T4	27270	150,141
U.S. Treasury	USBT	3,589,000	4.375	01/03/2024	3,618,020	12/15/2026	654	4.080	3,610,857	91282CJP7	27700	3,606,622
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	06/30/2028	1,217	4.285	120,059	3130AWN63	27624	118,983



Northern California Power Agency
Treasurer's Report
02/28/2025

LEC Issue #1 2010 DSR Fund

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
U.S. Treasury	USBT	21,000	4.375	09/28/2023	20,785	08/31/2028	1,279	4.608	21,260	91282CHX2	27647	20,847
U.S. Treasury	USBT	42,000	3.500	10/29/2024	40,984	09/30/2029	1,674	4.046	41,108	91282CLN9	27825	41,054
Fund Total and Average		\$ 8,440,852	2.447		\$ 8,466,205		506	2.328	\$ 8,310,704			\$ 8,455,633

LEC Iss#1 2010B BABS Subs Resv

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	89	4.357	2,282,571	912797NN3	27888	2,281,999
Fund Total and Average		\$ 2,306,978	4.208		\$ 2,259,785		89	4.356	\$ 2,283,549			\$ 2,282,977

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	89	4.357	826,516	912797NN3	27869	826,309
Fund Total and Average		\$ 835,305	4.208		\$ 818,216		89	4.356	\$ 826,821			\$ 826,614

LEC O & M Reserve

First American Govt.	USBGC	0	4.120		0		1	4.120	0	SYS70041	70041	0
California Asset Mgm	CMP	4,666,974	4.730	09/09/2022	4,666,974		1	4.730	4,666,974	SYS70075	70075	4,666,974
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	122	0.609	345,762	592112XC6	27645	350,000
Nashville Met Gov	USBGC	150,000	0.610	09/18/2023	150,000	07/01/2025	122	0.609	148,083	592112XA9	27646	150,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	150	0.579	984,820	3136G4D75	27047	1,000,082
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	170	0.600	982,900	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	212	0.530	734,130	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	212	0.530	655,823	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	344	0.699	483,670	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	425	1.200	477,100	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	502	1.050	958,760	57629WDE7	27250	1,002,003
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	543	1.250	94,774	08048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	562	1.227	477,230	14913R2Q9	27290	499,427
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	603	1.567	813,841	872898AA9	27335	852,448
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	618	1.490	490,944	74460DAG4	27310	515,082
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	618	1.475	1,014,301	74460DAG4	27341	1,064,424
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	822	3.654	187,614	088006KB6	27424	190,495
Mercedes-Benz Fin. N	USBGC	275,000	3.750	08/29/2023	260,832	02/22/2028	1,088	5.003	268,125	233851DF8	27609	265,946
Bay Area Toll Author	USBGC	500,000	1.869	09/23/2024	461,155	04/01/2029	1,492	3.752	456,220	072024XF4	27809	464,925
MassMutual Global Fu	USBGC	500,000	5.150	12/04/2024	515,220	05/30/2029	1,551	4.395	511,390	57629W4T4	27883	514,401
Oregon Education Dis	USBGC	660,000	1.707	09/23/2024	602,184	06/30/2029	1,582	3.728	594,013	68587FAZ7	27811	607,504
San Ramon Valley USD	USBGC	1,000,000	1.794	01/31/2025	898,400	08/01/2029	1,614	4.301	905,210	7994082J7	27921	900,281



Northern California Power Agency

Treasurer's Report

02/28/2025

LEC O & M Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California State Gen	USBGC	1,095,000	5.125	09/24/2024	1,158,529	09/01/2029	1,645	3.626	1,133,106	13063EBP0	27810	1,162,033
Fund Total and Average		\$ 17,845,974	2.506		\$ 17,716,591		546	2.658	\$ 17,384,790			\$ 17,726,025
GRAND TOTALS:		\$ 43,307,394	3.155		\$ 42,898,739		359	3.247	\$ 42,541,641			\$ 43,025,824

*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 02/28/2025

Callable Dates:

Inv #

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



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Commission Staff Report

COMMISSION MEETING DATE: March 27, 2025

SUBJECT: Coffman Engineers, Inc. – Five-Year Multi-Task Professional Services Agreement for Fire Protection, Mechanical, Electrical, or Civil Engineering Services; Applicable to the following projects: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 25-38 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Coffman Engineers, Inc. for fire protection, mechanical, electrical, or civil engineering 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.

BACKGROUND:

Fire protection, mechanical, electrical, and civil engineering services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and by SCPPA Members. NCPA has utilized this vendor in the past and has a good working relationship with the vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future projects.

NCPA has agreements in place for similar services with GHD, Inc., Worley Group, Inc., and Ainsworth Associates Mechanical Engineers.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

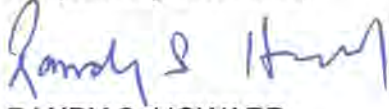
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

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

On March 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".

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-38
- Multi-Task Professional Services Agreement with Coffman Engineers, Inc.

RESOLUTION 25-38

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

(reference Staff Report #144:25)

WHEREAS, fire protection, mechanical, electrical, and civil engineering 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, Coffman Engineers, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Professional Services Agreement with Coffman Engineers, Inc., to provide such services as needed at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members in an amount not to exceed \$1,000,000 over five years; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 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 Professional 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 A. POLLO
ASSISTANT SECRETARY



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

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Coffman Engineers, Inc., a corporation with its office located at 1939 Harrison Street, Suite 320, Oakland, CA 94612 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

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

Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services or does not respond within the seven-day period specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2.

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

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

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

Invoices shall be sent to:

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

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

- 2.3 Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.4 Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.
- 2.5 Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

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

- 4.1 Workers' Compensation.** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than one million dollars (\$1,000,000.00) per accident.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of \$2,000,000 per occurrence/\$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering comprehensive General Liability, with a self-insured retention or deductible of no more than \$100,000. No endorsement shall be attached limiting the coverage.
- 4.2.2 Automobile Liability.** Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The

policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

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

4.4 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon

oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement.

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 10.7 Contract Administrator.** This Agreement shall be administered by 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.

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

Thomas DeMasi, P.E.
Coffman Engineers, Inc.
1939 Harrison Street, Suite 320
Oakland, CA 94612

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

10.15 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services to an Agency member, 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 Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

COFFMAN ENGINEERS, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

BRIAN SALYERS, P.E.,
Managing Principal, Bay Area

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Coffman Engineers, Inc. ("Consultant") shall provide fire protection, mechanical, electrical, or civil engineering services as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA Members.

Such services will include, but are not limited to:

- Providing professionally engineered "stamped" drawings
- AutoCAD drawings
- Technical specifications
- Piping and instrumentation diagrams
- Engineering evaluations, calculations and reports
- Site visits to support engineering evaluations, calculations and reports
- General engineering consulting

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

<u>CLASSIFICATION</u>	<u>CIVIL, STRUCTURAL, MEP & ACOUSTICS</u>	<u>FIRE PROTECTION & CODE</u>
Principal Advisor/Principal	\$285	\$285
Senior Discipline Manager	\$270	\$270
Discipline Manager	\$255	\$255
Senior Discipline Engineer	\$255	\$255
Senior Consultant	\$210	\$250
Senior Engineer	\$210	\$240
Project Manager	\$210	\$210
Engineer/Consultant/Eng Designer III	\$190	\$205
Engineer/Consultant/Eng Designer II	\$165	\$180
Engineer/Consultant/Eng Designer I	\$155	\$160
Senior Engineering Tech	\$240	\$240
Senior Designer	\$185	\$190
Designer III	\$160	\$160
Designer II	\$150	\$150
Designer I	\$130	\$130
Drafter II	\$125	\$125
Drafter I	\$115	\$115
Engineering Intern	\$115	\$115
Clerical	\$105	\$105

These rates are effective through December 2025. Rates may be adjusted each year in response to inflation and other factors.

SCHEDULE OF EXPENSE CHARGES:

- Travel from our office will be charged as follows:
 - Auto at latest IRS standard mileage rate
 - Other mode: At actual.
- Local and long-distance courier services will be charged at actual.
- Plotting and/or reproduction of drawings, specifications, reports and calculations and additional copies will be charged at actual.
- Instrument rental, laboratory services, outside computer or consultant services will be charged at actual.

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

Upon 30 days advance notice and no more than once each calendar year, Coffman Engineers, Inc 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 Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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



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Commission Staff Report

COMMISSION MEETING DATE: March 27, 2025

SUBJECT: MP Environmental Services, Inc. – Second Amendment to the Five-Year Multi-Task General Services Agreement for General Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 25-39 authorizing the General Manager or his designee to enter into a Second Amendment to the Multi-Task General Services Agreement with MP Environmental Services, Inc. for general maintenance services, including removal and disposal of sulfur bins, hazardous material, phase separators, and vacuum truck services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$4,000,000 to \$5,000,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA.

BACKGROUND:

General maintenance services, including removal and disposal of sulfur bins, hazardous material, phase separators, and vacuum truck services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. NCPA entered into a five-year Multi-Task General Services Agreement with MP Environmental Services, Inc., effective November 19, 2020, for an amount not to exceed \$3,000,000, for use at any facilities owned and/or operated by NCPA. The Parties entered into a First Amendment to the Multi-Task General Services Agreement on October 28, 2024 to increase the total authorized not to exceed amount for the agreement from \$3,000,000 to \$4,000,000.

This agreement has primarily been used by NCPA's Geothermal Facility for sulfur hauling and bin rental services and is now running low on funds. NCPA now desires to enter into a Second Amendment to the current Multi-Task General Services Agreement, increasing the not to exceed amount from \$4,000,000 to \$5,000,000, 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 has agreements in place for similar services with Gifford's Backhoe Services, Ancon Marine dba Ancon, and Republic Services, Inc. dba Advanced Chemical Transport, LLC dba ACTenviro.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from \$4,000,000 to \$5,000,000 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:

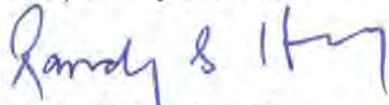
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

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

On March 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 (3):

- Resolution 25-39
- First Amendment to Multi-Task General Services Agreement with MP Environmental Services, Inc.
- Second Amendment to Multi-Task General Services Agreement with MP Environmental Services, Inc.

RESOLUTION 25-39

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A SECOND AMENDMENT TO THE MULTI-TASK GENERAL SERVICES
AGREEMENT WITH MP ENVIRONMENTAL SERVICES, INC.**

(reference Staff Report #145:25)

WHEREAS, general maintenance services, including removal and disposal of sulfur binds, hazardous material, phase separators, and vacuum truck services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA; and

WHEREAS, effective November 19, 2020, NCPA and MP Environmental Services, Inc. entered into a five-year Multi-Task General Services Agreement to provide such services, for an amount not to exceed \$3,000,000, for use at any facilities owned and/or operated by NCPA; and

WHEREAS, effective October 28, 2024, the Parties entered into a First Amendment to the Multi-Task General Services Agreement to increase the total compensation authorized by the Agreement from \$3,000,000 to \$4,000,000; and

WHEREAS, this agreement has primarily been used by NCPA's Geothermal Facility for sulfur hauling and bin rental services, and is now running low on funds; and

WHEREAS, NCPA now desires to increase the not to exceed amount from \$4,000,000 to \$5,000,000 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 Second Amendment to the Multi-Task General Services Agreement, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$4,000,000 to \$5,000,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA.

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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



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
MP ENVIRONMENTAL 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 MP Environmental Services, Inc., a California corporation with its office located at 3400 Manor Street, Bakersfield, CA 93308 ("Contractor") (together sometimes referred to as the "Parties") as of November 19, 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.
- 1.5 Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED THREE MILLION** dollars (\$3,000,000) 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 based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

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

Invoices shall be sent to:

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

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

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

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

2.5 Timing for Submittal of Final Invoice. Contractor shall have ninety (90) days after completion of the Requested Work to submit its final invoice for the Requested Work. In the event Contractor fails to submit an invoice to Agency for

any amounts due within the ninety (90) day period, Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable

- 4.4 Pollution Insurance.** If Contractor's Work involves its transporting hazardous materials, then Contractor shall obtain and maintain Contractors' Pollution Liability Insurance of not less than two million dollars (\$2,000,000) for any one occurrence and not less than four million dollars (\$4,000,000) aggregate. Any deductible or self-insured retention shall not exceed two hundred fifty thousand dollars (\$250,000.00) per claim. Such insurance shall be on "an occurrence" basis. In addition, Contractor shall ensure that such insurance complies with any applicable requirements of the California Department of Toxic Substances Control and California regulations relating to the transport of hazardous materials (Health & Safety Code sections 25160 *et seq.*).

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

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.** Not Applicable

- 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.** 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 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. Agency will not be responsible for any such equipment, supplies or materials which may be lost, stolen or damaged or for any additional rental charges for such. Equipment, tools, supplies and materials left or stored at a Project site, with or without permission, is at Contractor's sole risk. 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 shall be solely as an accommodation and Agency shall have no liability therefor. Contractor shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tools, supplies, materials or

other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

- 10.3 Use of Agency Equipment.** Contractor shall assume the risk and is solely responsible for its use of any equipment owned and property provided by Agency for the performance of Work.

Section 11. WARRANTY.

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

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

- 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.

Section 13. MISCELLANEOUS PROVISIONS.

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

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

Gina Blankenship
Facility Manager
MP Environmental Services, Inc.
3400 Manor Street
Bakersfield, CA 93308

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.

SIGNATURES ON FLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

MP ENVIRONMENTAL SERVICES, INC.

Date 11/19/20

Date OCT 13 2020


RANDY S. HOWARD, General Manager


GINA BLANKENSHIP, Facility Manager

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

MP Environmental Service, Inc. ("Contractor") shall provide miscellaneous maintenance services which include labor, tools and vehicles to perform services as requested by Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency.

Services include but not limited to the following:

- Removal and replacement of sulfur bins
- Phase separators
- Vacuum truck services
- Provide, remove and disposal of debris/garbage bins (roll-top)
- Removal and disposal of hazardous material
- As requested, and on an occasional basis, provide labor for outages such as cleaning cooling tower basins and mercury tank rollover of media

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:



RATE SCHEDULE for Northern California Power Agency October 2020

General Terms and Conditions

- Rates based upon current General Prevailing Wage Determinations as published by California DIR. MP reserves the right to adjust rates based upon changes to applicable DIR Wage Determinations
- All rates are portal to portal from facility which dispatches equipment unless otherwise specified
- Rates not listed on this schedule will be furnished upon request
- All transportation services, field labor and equipment are subject to a 4-hour minimum charge
- Daily equipment rates are based upon 8-hours per day
- A variable Environmental & Energy Surcharge will apply to all charges
- Any disposal and/or laboratory analysis will be billed at cost plus 15%.
- Any subcontract services, equipment or materials not listed will be billed at cost plus 15%.
- Decontamination Requirements: Due to federal requirements, MP equipment must be decontaminated after every customer or waste stream usage. This may be performed at the disposal site, customer's location or an off-site facility. If performed at the customer location, the charges will be per MP's time and materials rate. If MP must go to an off-site facility, the charges will be billed at cost, plus 15% for the wash plus MP's time and materials rate.
- Only MP Environmental Service's personnel are authorized to deliver, pick up, operate or transfer MP equipment.



MP Environmental Services – Rate Schedule

Labor – California Prevailing Wage

Labor Classifications	ST	OT	PT
Project Manager	\$105.00	\$130.00	\$155.00
Supervisor	\$95.00	\$120.00	\$145.00
Health & Safety Coordinator	\$95.00	\$120.00	\$145.00
Equipment Operator	\$95.00	\$120.00	\$145.00
Technicians	\$75.00	\$95.00	\$105.00

Definitions:

Straight Time (ST)	First eight (8) hours in a work day, Monday through Friday								
Over Time (OT)	Any time over eight (8) hours in a workday, the first eight (8) hours on a Saturday.								
Premium Time (PT)	Any time over twelve (12) consecutive hours in a workday All day on Sunday and the following holidays: <table> <tr> <td>New Year's Day</td><td>Thanksgiving Day</td></tr> <tr> <td>Memorial Day</td><td>Day after Thanksgiving</td></tr> <tr> <td>Independence Day</td><td>Christmas Day</td></tr> <tr> <td>Labor Day</td><td></td></tr> </table>	New Year's Day	Thanksgiving Day	Memorial Day	Day after Thanksgiving	Independence Day	Christmas Day	Labor Day	
New Year's Day	Thanksgiving Day								
Memorial Day	Day after Thanksgiving								
Independence Day	Christmas Day								
Labor Day									
Emergency Response	Rates will be established at 1.50 times the appropriate rate for labor and equipment.								
Per Diem	When applicable, will be at standard government rate based on work location								



MP Environmental Services – Rate Schedule

Personal Protective Equipment

Protection Levels/PPE:	Rate	UOM
Level A (Composite Suit + Supplied Air)	\$450.00	Day/Person
Level B (Supplied Air)	\$225.00	Day/Person
Level B (Modified)	\$100.00	Day/Person
Level C	\$75.00	Day/Person
Level C (Modified)	\$65.00	Day/Person
Level D	\$35.00	Day/Person

Transportation Services

Transportation Equipment (Operated)	Rate – ST	Rate – OT	Rate – PT	UOM
Roll Off Truck– Single or Double	\$ 98.00	\$ 115.00	\$ 135.00	Hour
Vacuum Tank – 120 to 140 bbl, Mild or Stainless	\$ 98.00	\$ 115.00	\$ 135.00	Hour
Vacuum Tank – On Site Services	\$ 135.00	\$155.00	\$175.00	Hour
(FRP) Vacuum Tank – Strong Corrosives	\$ 205.00	\$222.00	\$242.00	Hour
Vacuum Truck – 50 to 60 bbl	\$ 98.00	\$ 115.00	\$ 135.00	Hour
End Dump	\$ 98.00	\$ 115.00	\$ 135.00	Hour
End Dump – High Side	\$ 115.00	\$ 132.00	\$ 152.00	Hour
Flatbed or Van – 45' to 53'	\$ 98.00	\$ 115.00	\$ 135.00	Hour
Low Bed (Equipment Transporter Permits Not Incl)	\$ 125.00	\$ 142.00	\$ 162.00	Hour
Transportation – Load Rates				
Roll-Off Transportation – Switch out loaded bins to HB Ag, Bakersfield, CA			\$2,200.00	Load
Roll Off Transportation – Switch out loaded bins to Kettleman, CA			\$1,880.00	Load
Roll Off Transportation – Switch out loaded bins to Waste Mgt, Arlington, OR			\$3,150.00	Load
Demurrage – After 1 hour loading/1 hour unloading			\$ 98.00	Hour

Additional load rates available upon request.

Roll-Off Containers & Consumables

	Rate	UOM
Roll Off Bin 20 Yard	\$12.00	Day
Roll Off Bin 30 Yard	\$12.00	Day
Roll Off Bin 40 Yard	\$12.00	Day
Vacuum Bin	\$50.00	Day
Dewatering Bin	\$55.00	Day
Intermodal Bin	\$60.00	Day
Bin Liners, Poly – 3 mil	\$35.00	Each
Bin Liners, Poly – 8 mil	\$85.00	Each
Bin Liners, Filter Cloth, 130 micron	\$150.00	Each

Demolition Equipment

Equipment (Un Operated)	Rate	UOM
CAT 330 With A Genesis GXP500R Shear	\$2,000.00	Day
CAT 330 With A Genesis GXP660R Shear	\$2,000.00	Day
Genesis 410R Concrete Processor	\$700.00	Day
Hydraulic Hammer (4,000lb Class)	\$500.00	Day
Hydraulic Hammer (8,000lb Class)	\$700.00	Day
Hydraulic Magnets (36" to 54")	\$300.00	Day
Grapple (Excavator Mounted)	\$200.00	Day

Excavation Equipment

Equipment (Un Operated)	Rate	UOM
CAT 303CR Mini Excavator With Hydraulic Thumb	\$250.00	Day
CAT 307 Excavator With Knuckle Boom	\$300.00	Day
CAT 322 Excavator With Hydraulic Thumb	\$850.00	Day
CAT 325 Excavator With Hydraulic Thumb	\$875.00	Day
CAT 328 Zero Clearance Excavator With Hydraulic Thumb	\$900.00	Day
CAT 336E Excavator With Hydraulic Thumb	\$1,300.00	Day
Long Reach Excavator (Quote As Needed)		
CAT 420F Backhoe With Hydraulic Thumb	\$350.00	Day

Loading Equipment

Equipment (Un Operated)	Rate	UOM
CAT 930H (IT) Wheel Loader	\$600.00	Day
CAT 962H (IT) Wheel Loader	\$850.00	Day
CAT 962H Wheel Loader	\$800.00	Day
CAT 966G Wheel Loader	\$975.00	Day
CAT Skid Steer (Rubber Tired)	\$250.00	Day
CAT Skid Steer (Tracked)	\$300.00	Day

Other Equipment

Equipment (Un Operated)	Rate	UOM
Water Truck (2600 gal. Two Axle)	\$400.00	Day
Water Truck (4000 gal. Three Axle)	\$550.00	Day
Water Buffalo (300 Gallon Towable)	\$200.00	Day
CAT Telehandler	\$550.00	Day
CAT 140H Motor Grader	\$750.00	Day
Articulating Haul Truck (30 Ton Capacity)	\$1,200.00	Day
Fork Lift – up to 5,000 lb.	\$400.00	Day
Dump Truck, 2 axle, 5 yard	\$300.00	Day
Pick Up Truck (un-operated)	\$150.00	Day
One Ton Truck w/ lift gate (un-operated)	\$25.00	Hour
Two Ton Truck (un-operated)	\$50.00	Hour
Emergency Response Trailer	\$200.00	Day
Light Tower, portable	\$155.00	Day
Pressure Washer, trailer mounted	\$300.00	Day
Drum Crusher	\$500.00	Day
Air Compressor – up to 185 CFM	\$250.00	Day

Hydro Excavation Equipment

Equipment (Un Operated)	Rate	UOM
Super Vac GAP-VAX HV 44 Series	\$150.00	Hour
Disposable Suction Hose – 4 Inch	\$2.00	Foot
Disposable Suction Hose – 6 Inch	\$4.00	Foot
Filter Socks (Requires 44 Socks Per Change)	\$12.65	Each

Solids Reduction & Tank Cleaning Equipment

Equipment (Un Operated)	Rate	UOM
Centrisys 21 Inch Two Phase Centrifuge (Un-Operated)	\$112.50	Hour
Centrisys 21 Inch Three Phase Centrifuge (Un-Operated)	\$137.50	Hour
400 KW Mobile Generator	\$105.00	Hour
Manway/ ROV Tank Cleaning Unit (Un-Operated)	\$125.00	Hour
Hydro Blaster 10,000 psi To 20,000 psi (Un-Operated) Includes One Gun, Pedal And a 100' Of hose.	\$145.00	Hour
Any additional hydro-blasting equipment, including consumables, not listed above would be billed at cost plus 15%		

Misc. Equipment

On Site Equipment	Rate	UOM
Hand Tools	\$50.00	Day
Small Power Tools, up to 2.5 HP	\$45.00	Day
Generator – up to 10 kw	\$125.00	Day
Trash Pump (2 Or 3 Inch)	\$45.00	Day
Wet/Dry Vacuum (5 gal.)	\$20.00	Day
Diaphragm Pump – up to 3" (Pneumatic)	\$85.00	Day
Cutting Torch	\$300.00	Day
Hepa Vac	\$40.00	Day

Safety Equipment

Safety Equipment	Rate	UOM
Confined Space Entry Equipment (per person)	\$75.00	Day
Copos Blower (Intrinsically Safe)	\$125.00	Day
Intrinsically Safe Light	\$40.00	Day
Drum Pump	\$50.00	Day
LEL, O2, H2S Meter	\$85.00	Day
H2S Monitor	\$10.00	Day

Materials/Supplies

Description	Rate	UOM
End Dump Liners, floor only	\$45.00	Each
End Dump Liners, full	\$85.00	Each
Visqueen, 6mil, 10' x 100'	\$50.00	Roll
Visqueen, 6 mil 20' x 100'	\$150.00	Roll
Visqueen, 6 mil 40' x 100'	\$200.00	Roll
Drum Liners	\$3.00	Each
Clay based oil absorbent, 50 lb bag	\$10.00	Bag
Vermiculite	\$25.00	Bag
Degreaser (Simple Green, Monster, etc.)	\$20.00	Gal
Plastic pump, disposable	\$20.00	Each
Hazardous Waste Labels	\$2.00	Each
Colorimetric Tests	\$20.00	Each
pH Strips	\$8.50	Box
Duct Tape	\$4.00	Roll
Rags	\$45.00	Box
Drum Thieves	\$1.50	Each
Sample Jars	\$10.00	Each
Containers	New	Recon
Drum – 55 gal, metal, open head	\$80.00	\$ 60.00
Drum – 55 gal, metal, closed head	\$60.00	\$ 50.00
Drum – 55 gal, poly, open head	\$105.00	\$ 50.00
Drum – 55 gal, poly, closed hear	\$95.00	\$ 40.00
Drum – 30 gal, poly, open head	\$80.00	\$ 50.00
Drum – 30 gal, poly, closed head	\$70.00	\$ 40.00
Drum – 14 gal, poly, open head	\$60.00	\$ 40.00
Pail – 5 gal, poly with removable lid	\$20.00	
Over pack – 85 gal, poly	\$300.00	
Over pack – 85 gal, metal	\$240.00	
Cubic yard box	\$80.00	
Light tube box – 4 foot	\$70.00	
Light tube box – 8 foot	\$75.00	



Energy and Environmental Surcharge (EES)

MP Environmental Services, Inc. is committed to offering our customers a safe, environmentally compliant resource for their waste management needs at the best possible value. As such, we continually strive to control costs and minimize passing along frequent price increases to our customers.

Since implementing our current Fuel Surcharge in 2008, we have seen many operating costs increase significantly above other non-environmental industries. In addition to the volatility of diesel fuel and lubricants, we have seen increased costs in insurance premiums, permitting, and regulatory related issues; as well as the growing cost of maintaining EPA/DOT compliant equipment, including implementation of electronic logging.

To better address all the on-going changes in our industry, effective July 1, 2016 MP will replace its Fuel Surcharge with an Energy and Environmental Surcharge (EES).

Surcharge Calculation

The EES contains two main components, Energy Costs and Environmental Compliance costs

Energy Costs

This component is tied to the US Department of Energy West Coast Monthly On Highway Diesel Price Index and will adjust monthly, based on the previous month's West Coast Monthly On Highway Diesel price published by EIA.

Price Per Gallon	Surcharge %
\$2.00 and below	1%
\$2.10 to \$2.19	2%
\$2.20 to \$2.29	3%
\$2.30 to \$2.39	4%
\$2.40 to \$2.49	5%
\$2.50 to \$2.59	6%
\$2.60 to \$2.69	7%
\$2.70 to \$2.79	8%

Price Per Gallon	Surcharge %
\$2.80 to \$2.89	9%
\$2.90 to \$2.99	10%
\$3.00 to \$3.09	11%
\$3.10 to \$3.19	12%
\$3.20 to \$3.29	13%
\$3.30 to \$3.39	14%
\$3.40 to \$3.49	15%
\$3.50 to \$3.59	16%

Note – surcharge will continue to increase at the rate of 1% per \$.10 per gallon above the cost of \$3.50 per gallon

Environmental Compliance

This component is designed to recover costs MP incurs on a nationwide basis associated with operating our business in an environmentally compliant manner and is currently set at 5.7%. The Environmental Compliance component is not specifically tied to any direct or indirect costs but rather is designed to maintain acceptable operating margins as we maintain regulatory compliance. The Environmental Compliance component of the surcharge will be reviewed annually and adjusted as needed.

The Energy Cost component and Environmental Compliance component will be added together to determine the total Energy and Environmental Surcharge (EES).

Applicability

The EES will apply to all charges, excluding sales tax, on an invoice and will be shown as a separate line item.

The EES is not a tax or surcharge imposed by or remitted to any government or regulatory agency. The EES will minimize the need for frequent price increases and enable MP to continue providing the quality service and professionalism our clients deserve.

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,

GINA BLANKENSHIP

(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

MP ENVIRONMENTAL SERVICES INC.

(Company name)

for contract work at:

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

(Project name and location)

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

John Blanksby

(Signature of officer or agent)

Dated this 13th day of OCT, 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, GINA BLANKENSHIP

(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,

MP ENVIRONMENTAL SERVICES INC.

(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 13TH day of OCT, 2020

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)



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
MP ENVIRONMENTAL SERVICES, INC**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and MP Environmental Services, Inc. ("Contractor") (collectively referred to as "the Parties") as of October 28, 2024.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective November 19, 2020, (the "Agreement") for MP Environmental Services, Inc to provide miscellaneous maintenance services which include labor, tools and vehicles to perform services at any facilities owned and/or operated by Agency; 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 \$3,000,000 to a NOT TO EXCEED amount of \$4,000,000; and

WHEREAS, the Agency now desires to amend Exhibit B entitled "Compensation Schedule and Hourly Fees" to reflect updated rates for the 2024 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, as of the Amendment Effective Date, 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 FOUR MILLION** dollars (\$4,000,000) 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.

The remainder of Section 2 of the Agreement is unchanged.

2. Section 13.7 Contract Administrator is replaced in its entirety as follows:

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.

3. **Exhibit B – COMPENSATION SCHEDULE** is amended and restated to read in full as set forth in the Attached Exhibit B.
4. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: Oct 28, 2024

NORTHERN CALIFORNIA POWER AGENCY

Randy S Howard
Randy S Howard (Oct 28, 2024 12:27 PDT)

RANDY S. HOWARD, General Manager

Date: 9/12/2024

MP ENVIRONMENTAL SERVICES, INC.

Gina Blankenship
GINA BLANKENSHIP, Facility Manager

Attest:

Carrie Pollo
Carrie Pollo (Oct 28, 2024 12:48 PDT)

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:



RATE SCHEDULE for Northern California Power Agency June 17, 2024

General Terms and Conditions

- Rates based upon current General Prevailing Wage Determinations as published by California DIR. MP reserves the right to adjust rates based upon changes to applicable DIR Wage Determinations
- All rates are portal to portal from facility which dispatches equipment unless otherwise specified
- Rates not listed on this schedule will be furnished upon request
- All transportation services, field labor and equipment are subject to a 4-hour minimum charge
- Daily equipment rates are based upon 8-hours per day
- A variable Environmental & Energy Surcharge will apply to all charges
- Any disposal and/or laboratory analysis will be billed at cost plus 12%.
- Any subcontract services, equipment or materials not listed will be billed at cost plus 12%.
- Decontamination Requirements: Due to federal requirements, MP equipment must be decontaminated after every customer or waste stream usage. This may be performed at the disposal site, customer's location or an off-site facility. If performed at the customer location, the charges will be per MP's time and materials rate. If MP must go to an off-site facility, the charges will be billed at cost, plus 15% for the wash plus MP's time and materials rate.
- Only MP Environmental Service's personnel are authorized to deliver, pick up, operate or transfer MP equipment.



MP Environmental Services – Rate Schedule

Personal Protective Equipment

Protection Levels/PPE:	Rate	UOM
Level A (Composite Suit + Supplied Air)	\$450.00	Day/Person
Level B (Supplied Air)	\$250.00	Day/Person
Level C	\$140.00	Day/Person
Level C (Modified)	\$75.00	Day/Person
Level D	\$55.00	Day/Person

Transportation Services

Transportation Equipment (Operated)	Rate – ST	Rate – OT	Rate – PT	UOM
Roll Off Truck– Single or Double	\$ 108.00	\$128.00	\$ 148.00	Hour
Vacuum Tank – 120 to 140 bbl, Mild or Stainless	\$ 108.00	\$128.00	\$ 148.00	Hour
Vacuum Tank – On Site Services (unoperated)	\$ 75.00	\$ 75.00	\$ 75.00	Hour
(FRP) Vacuum Tank – Strong Corrosives	\$ 225.00	\$245.00	\$ 265.00	Hour
Vacuum Truck – 50 to 60 bbl	\$ 108.00	\$ 128.00	\$ 148.00	Hour
End Dump	\$ 108.00	\$ 128.00	\$ 148.00	Hour
End Dump – High Side	\$ 120.00	\$ 140.00	\$ 160.00	Hour
Flatbed or Van – 45' to 53'	\$ 108.00	\$ 128.00	\$ 148.00	Hour
Low Bed (Equipment Transporter Permits Not Incl)	\$ 155.00	\$ 175.00	\$ 195.00	Hour
Transportation – Load Rates				
Roll-Off Transportation – Switch out loaded bins to HB Ag, Bakersfield, CA			\$2,310.00	Load
Roll Off Transportation – Switch out loaded bins to Kettleman, CA			\$1,975.00	Load
Roll Off Transportation – Switch out loaded bins to Waste Mgt. Arlington, OR			\$3,700.00	Load
Demurrage – After 1 hour loading/1 hour unloading			\$ 100.00	Hour

Additional load rates available upon request.

Roll-Off Containers & Consumables

	Rate	UOM
Roll Off Bin 20 Yard	\$12.00	Day
Roll Off Bin 30 Yard	\$12.00	Day
Roll Off Bin 40 Yard	\$12.00	Day
Vacuum Bin	\$50.00	Day
Dewatering Bin	\$55.00	Day
Intermodal Bin	\$60.00	Day
Bin Liners, Poly – 3 mil	\$35.00	Each
Bin Liners, Poly – 8 mil	\$85.00	Each
Bin Liners, Filter Cloth, 130 micron	\$150.00	Each

Demolition Equipment

Equipment (Un Operated)	Rate	UOM
CAT 330 With A Genesis GXP500R Shear	\$2,000.00	Day
CAT 330 With A Genesis GXP660R Shear	\$2,000.00	Day
Genesis 410R Concrete Processor	\$700.00	Day
Hydraulic Hammer (4,000lb Class)	\$500.00	Day
Hydraulic Hammer (8,000lb Class)	\$700.00	Day
Hydraulic Magnets (36" to 54")	\$300.00	Day
Grapple (Excavator Mounted)	\$200.00	Day

Excavation Equipment

Equipment (Un Operated)	Rate	UOM
CAT 303CR Mini Excavator With Hydraulic Thumb	\$250.00	Day
CAT 307 Excavator With Knuckle Boom	\$300.00	Day
CAT 322 Excavator With Hydraulic Thumb	\$850.00	Day
CAT 325 Excavator With Hydraulic Thumb	\$875.00	Day
CAT 328 Zero Clearance Excavator With Hydraulic Thumb	\$900.00	Day
CAT 336E Excavator With Hydraulic Thumb	\$1,300.00	Day
Long Reach Excavator (Quote As Needed)		
CAT 420F Backhoe With Hydraulic Thumb	\$450.00	Day

Loading Equipment

Equipment (Un Operated)	Rate	UOM
CAT 930H (IT) Wheel Loader	\$600.00	Day
CAT 962H (IT) Wheel Loader	\$850.00	Day
CAT 962H Wheel Loader	\$800.00	Day
CAT 966G Wheel Loader	\$975.00	Day
CAT Skid Steer (Rubber Tired)	\$250.00	Day
CAT Skid Steer (Tracked)	\$300.00	Day

Other Equipment

Equipment (Un Operated)	Rate	UOM
Water Truck (2600 gal. Two Axle)	\$400.00	Day
Water Truck (4000 gal. Three Axle)	\$550.00	Day
Water Buffalo (300 Gallon Towable)	\$200.00	Day
CAT Telehandler	\$550.00	Day
CAT 140H Motor Grader	\$750.00	Day
Articulating Haul Truck (30 Ton Capacity)	\$1,200.00	Day
Fork Lift – up to 5,000 lb.	\$400.00	Day
Dump Truck, 2 axle, 5 yard	\$350.00	Day
Pick Up Truck (un-operated)	\$165.00	Day
One Ton Truck w/ lift gate (un-operated)	\$25.00	Hour
Two Ton Truck (un-operated)	\$50.00	Hour
Emergency Response Trailer	\$200.00	Day
Light Tower, portable	\$155.00	Day
Pressure Washer, trailer mounted	\$300.00	Day
Drum Crusher	\$500.00	Day
Air Compressor – up to 185 CFM	\$250.00	Day

Hydro Excavation Equipment

Equipment (Un Operated)	Rate	UOM
Super Vac GAP-VAX HV 44 Series	\$205.00	Hour
Disposable Suction Hose – 4 Inch	\$4.50	Foot
Disposable Suction Hose – 6 Inch	\$6.75	Foot
Filter Socks (Requires 44 Socks Per Change)	\$20.00	Each

Solids Reduction & Tank Cleaning Equipment

Equipment (Un Operated)	Rate	UOM
Centrisys 21 Inch Two Phase Centrifuge (Un-Operated)	\$425.00	Hour
Loading Conveyor	\$125.00	Hour
Mix Tank	\$150.00	Day
Mini Storage Tank – 8,000 gallon	\$50.00	Day
Water Tank	\$125.00	Day
400 KW Mobile Generator	\$175.00	Hour
Digester Booster Pump	\$250.00	Day
Grinder – 6"	\$500.00	Day
Submersible Pump – 6"	\$250.00	Day
Manway/ ROV Tank Cleaning Unit (Un-Operated)	\$1,500.00	Day
Hydro Blaster 10,000 psi To 20,000 psi (Un-Operated) Includes One Gun, Pedal and 100' hose.	\$245.00	Hour
Any additional hydro-blasting equipment, including consumables, not listed above would be billed at cost plus 15%		

Misc. Equipment

On Site Equipment	Rate	UOM
Hand Tools – Brooms, Shovels, Squeegees	\$25.00	Day/Person
Small Power Tools, up to 2.5 HP	\$50.00	Day
Generator – up to 10 kw	\$125.00	Day
Trash Pump (2 Or 3 Inch)	\$45.00	Day
Wet/Dry Vacuum (5 gal.)	\$20.00	Day
Diaphragm Pump – up to 3" (Pneumatic)	\$85.00	Day
Cutting Torch	\$300.00	Day
Hepa Vac	\$40.00	Day

Safety Equipment

Safety Equipment	Rate	UOM
Confined Space Entry Equipment (per person)	\$75.00	Day
Confined Space Tripod	\$125.00	Day
Copos Blower (Intrinsically Safe)	\$125.00	Day
Intrinsically Safe Light	\$150.00	Day

Drum Pump	\$50.00	Day
LEL, O2, H ₂ S Meter	\$85.00	Day
H ₂ S Monitor	\$10.00	Day

Materials/Supplies

Description	Rate	UOM
End Dump Liners, floor only	\$45.00	Each
End Dump Liners, full	\$85.00	Each
Visqueen, 6mil, 10' x 100'	\$75.00	Roll
Visqueen, 6 mil 20' x 100'	\$150.00	Roll
Visqueen, 6 mil 40' x 100'	\$200.00	Roll
Drum Liners	\$5.00	Each
Clay based oil absorbent, 50 lb bag	\$20.00	Bag
Vemeculite	\$55.00	Bag
Degreaser (Simple Green, Monster, etc.)	\$25.00	Gal
Cutter – Chemical	\$95.00	Gal
Plastic pump, disposable	\$25.00	Each
Hazardous Waste Labels	\$2.50	Each
Colorimetric Tests	\$20.00	Each
pH Strips	\$10.00	Box
Duct Tape	\$10.00	Roll
Rags – 25lb	\$95.00	Box
Drum Thieves	\$1.50	Each
Sample Jars	\$10.00	Each
Containers	New	Recon
Drum – 55 gal, metal, open head	\$145.00	\$ 80.00
Drum – 55 gal, metal, closed head	\$130.00	\$ 105.00
Drum – 55 gal, poly, open head	\$135.00	\$ 75.00
Drum – 55 gal, poly, closed head	\$110.00	\$ 60.00
Drum – 30 gal, poly, open head	\$90.00	\$ 55.00
Drum – 30 gal, poly, closed head	\$80.00	\$ 45.00
Pail – 5 gal, poly with removable lid	\$40.00	
Over pack – 85 gal, poly	\$405.00	
Over pack – 85 gal, metal	\$365.00	
Cubic yard box	\$100.00	
Light tube box – 4 foot	\$85.00	
Light tube box – 8 foot	\$85.00	



Energy and Environmental Surcharge (EES)

MP Environmental Services, Inc. is committed to offering our customers a safe, environmentally compliant resource for their waste management needs at the best possible value. As such, we continually strive to control costs and minimize passing along frequent price increases to our customers.

Since implementing our current Fuel Surcharge in 2008, we have seen many operating costs increase significantly above other non-environmental industries. In addition to the volatility of diesel fuel and lubricants, we have seen increased costs in insurance premiums, permitting, and regulatory related issues; as well as the growing cost of maintaining EPA/DOT compliant equipment, including implementation of electronic logging.

To better address all the on-going changes in our industry, effective July 1, 2016 MP will replace its Fuel Surcharge with an Energy and Environmental Surcharge (EES).

Surcharge Calculation

The EES contains two main components, Energy Costs and Environmental Compliance costs.

Energy Costs

This component is tied to the US Department of Energy West Coast Monthly On Highway Diesel Price Index and will adjust monthly, based on the previous month's West Coast Monthly On Highway Diesel price published by EIA.

Price Per Gallon	Surcharge %
\$2.00 and below	1%
\$2.10 to \$2.19	2%
\$2.20 to \$2.29	3%
\$2.30 to \$2.39	4%
\$2.40 to \$2.49	5%
\$2.50 to \$2.59	6%
\$2.60 to \$2.69	7%
\$2.70 to \$2.79	8%

Price Per Gallon	Surcharge %
\$2.80 to \$2.89	9%
\$2.90 to \$2.99	10%
\$3.00 to \$3.09	11%
\$3.10 to \$3.19	12%
\$3.20 to \$3.29	13%
\$3.30 to \$3.39	14%
\$3.40 to \$3.49	15%
\$3.50 to \$3.59	16%

Note – surcharge will continue to increase at the rate of 1% per \$.10 per gallon above the cost of \$3.60 per gallon

Environmental Compliance

This component is designed to recover costs MP incurs on a nationwide basis associated with operating our business in an environmentally compliant manner and is currently set at 6.07%. The Environmental Compliance component is not specifically tied to any direct or indirect costs but rather is designed to maintain acceptable operating margins as we maintain regulatory compliance. The Environmental Compliance component of the surcharge will be reviewed annually and adjusted as needed.

The Energy Cost component and Environmental Compliance component will be added together to determine the total Energy and Environmental Surcharge (EES).

Applicability

The EES will apply to all charges, excluding sales tax, on an invoice and will be shown as a separate line item.

The EES is not a tax or surcharge imposed by or remitted to any government or regulatory agency. The EES will minimize the need for frequent price increases and enable MP to continue providing the quality service and professionalism our clients deserve.

Upon 30 days' advance notice and no more than once each calendar year, MP Environmental Services, Inc. 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.










MP_Environmental_First_Amendment_MTGSA_2024

Final Audit Report

2024-10-28

Created:	2024-10-28
By:	Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE-sXgo_y7_jyTp6X2adqkB42wHh70Xyl

"MP_Environmental_First_Amendment_MTGSA_2024" History

-  Document created by Michelle Schellentrager (Michelle.Schellentrager@ncpa.com)
2024-10-28 - 6:48:46 PM GMT- IP address: 66.60.185.199
-  Document emailed to randy.howard@ncpa.com for signature
2024-10-28 - 6:49:23 PM GMT
-  Email viewed by randy.howard@ncpa.com
2024-10-28 - 7:26:58 PM GMT- IP address: 69.85.213.166
-  Signer randy.howard@ncpa.com entered name at signing as Randy S Howard
2024-10-28 - 7:27:30 PM GMT- IP address: 69.85.213.166
-  Document e-signed by Randy S Howard (randy.howard@ncpa.com)
Signature Date: 2024-10-28 - 7:27:32 PM GMT - Time Source: server- IP address: 69.85.213.166
-  Document emailed to Carrie Pollo (carrie.pollo@ncpa.com) for signature
2024-10-28 - 7:27:33 PM GMT
-  Email viewed by Carrie Pollo (carrie.pollo@ncpa.com)
2024-10-28 - 7:47:53 PM GMT- IP address: 66.60.185.199
-  Document e-signed by Carrie Pollo (carrie.pollo@ncpa.com)
Signature Date: 2024-10-28 - 7:48:34 PM GMT - Time Source: server- IP address: 66.60.185.199
-  Agreement completed.
2024-10-28 - 7:48:34 PM GMT



**SECOND AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
MP ENVIRONMENTAL SERVICES, INC**

This Second Amendment ("Second Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and MP Environmental Services, Inc. ("Contractor") (collectively referred to as "the Parties") as of _____, 2025.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective November 19, 2020, (the "Agreement") for MP Environmental Services, Inc to provide miscellaneous maintenance services which include labor, tools and vehicles to perform services at any facilities owned and/or operated by Agency; and

WHEREAS, the Parties entered into a First Amendment to the Multi-Task General Services Agreement on October 28, 2024 to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$3,000,000 to a NOT TO EXCEED amount of \$4,000,000; 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 \$4,000,000 to a NOT TO EXCEED amount of \$5,000,000 over the existing five-year term; 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 both of the Parties; and

NOW, THEREFORE, as of the Second Amendment effective date, 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 FIVE MILLION** dollars (\$5,000,000) 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.

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: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

MP ENVIRONMENTAL SERVICES, INC.

RANDY S. HOWARD, General Manager

GINA BLANKENSHIP, Facility 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: March 27, 2025

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

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 25-40 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Epidendio Construction, Inc. for miscellaneous maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$1,000,000 to \$2,000,000, 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:

Miscellaneous 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 Epidendio Construction, Inc., effective March 25, 2022, for an amount not to exceed \$1,000,000, 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 road maintenance and is now running low on funds. NCPA desires to enter into a First Amendment to the current Multi-Task General Services Agreement to increase the not to exceed amount from \$1,000,000 to \$2,000,000 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 agreements in place for similar services with Northern Industrial Construction, Gifford's Backhoe Service, Granite Construction Company, and Rege Construction, Inc.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from \$1,000,000 to \$2,000,000 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:

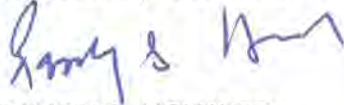
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

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

On March 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 25-40
- Multi-Task General Services Agreement with Epidendio Construction, Inc.
- First Amendment to Multi-Task General Services Agreement with Epidendio Construction, Inc.

RESOLUTION 25-40

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES
AGREEMENT WITH EPIDENDIO CONSTRUCTION INC.**

(reference Staff Report #146:25)

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

WHEREAS, effective March 25, 2022, NCPA entered into a five-year Multi-Task General Services Agreement with Epidendio Construction, Inc to provide such services for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, the agreement has primarily been used by the Geothermal Facility for road 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 \$1,000,000 to \$2,000,000 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 \$1,000,000 to \$2,000,000, 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
EPIDENDIO CONSTRUCTION, 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 Epidendio Construction, Inc., a corporation with its office located at 11325 Highway 29, Lower Lake, CA 95457 ("Contractor") (together sometimes referred to as the "Parties") as of 3/25/ 2022 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED ONE MILLION** 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
AccisPayable@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. Intentionally Omitted

4.4 Pollution Insurance. Intentionally Omitted

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.** Intentionally Omitted

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

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

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding

Bodies, copies of the applicable determination of the Director can be found on the web at: <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

- 8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or
- 8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

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

- 11.2 Deficiencies in Work.** In addition to all other rights and remedies which Agency may have, Agency shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further Work which may be required to correct any deficiencies which result from Contractor's failure to perform any Work in accordance with the standards required by this Agreement. If during the term of this Agreement or the one (1) year period following completion of the Work, any equipment, supplies or other materials or Work used or provided by Contractor under this Agreement fails due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.
- 11.3 Assignment of Warranties.** Contractor hereby assigns to Agency all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Work.

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

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

- 12.5 Contractor shall immediately report any injuries to the Agency site safety representative. Additionally, the Contractor shall investigate and submit to the Agency site safety representative copies of all written accident reports, and coordinate with Agency if further investigation is requested.
- 12.6 Contractor shall take all reasonable steps and precautions to protect the health of its employees and other site personnel with regard to the Work. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.
- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.
- 12.10 If Contractor is providing Work to an Agency Member, SCPPA or SCPPA member (collectively "Member" solely for the purpose of this section) pursuant to Section 1.4 hereof, then that Member shall have the same rights as the Agency under Sections 12.1, 12.2, 12.4, 12.5, and 12.6 hereof.

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 13.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

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

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

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

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

Mike Epidendio
President
Epidendio Construction, Inc.
P.O. Box 452
11325 Highway 29
Lower Lake, CA 95457

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.

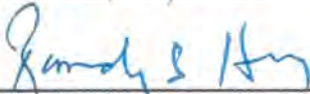
The Parties have executed this Agreement as of the date signed by the Agency.

NORTHERN CALIFORNIA POWER AGENCY

EPIDENDIO CONSTRUCTION, INC.

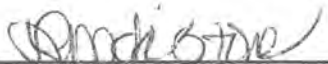
Date 3/25/22

Date 3/3/2022


RANDY S. HOWARD, General Manager


MIKE EPIDENDIO, President

Attest:


Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Epidendio Construction, Inc. ("Contractor") shall provide routine, recurring, and usual maintenance services for the preservation, protection, and keeping of any facilities owned and/or operated by Agency, its members, Southern California Public Power Authority ("SCPPA") or SCPPA members, in a safe and continually usable condition.

Maintenance services may include, but are not limited to, roadwork, all phases of concrete, gravel hauling, water hauling, seal coating, labor and materials for miscellaneous maintenance, vegetation removal for wildfire mitigation, and fire watch services.

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:

NCPA				DATE 1/7/2022				
ATTACHMENT B- PAGE 1				Epidendio Construction, Inc.				
LINE NO.	DESCRIPTION OF WORK	TYPE OF CHARGE	UNIT OF MEASURE	SIZE	MATERIAL	STANDARD PRICE	UNIT PRICE	ESTIMABLE TIME PRICE
Miscellaneous Pricing								
Labor								
1	Foreman	Hourly Labor	Per Hour			\$95.00	\$120.00	\$135.00
2	Supervisor	Hourly Labor	Per Hour			\$105.00	\$130.00	\$145.00
3	Equipment Operator-All types	Hourly Labor	Per Hour			\$95.00	\$120.00	\$135.00
4	Ironworker	Hourly Labor	Per Hour			\$85.00	\$110.00	\$115.00
5	Laborer	Hourly Labor	Per Hour			\$75.00	\$100.00	\$110.00
6	Cement Mason	Hourly Labor	Per Hour			\$80.00	\$105.00	\$120.00
Equipment								
7	Pick up- 1/2 or 3/4 ton	Hourly Labor	Per Hour			\$25.00		
8	Service Truck with Tools	Hourly Labor	Per Hour			\$45.00		
9	Flatbed Truck- 2 Ton	Hourly Labor	Per Hour			\$60.00		
10	Dump Truck -6 Cylinder	Hourly Labor	Per Hour			\$75.00		
11	Dump Truck 10 Cylinder	Hourly Labor	Per Hour			\$75.00		
12	Transfer Truck	Hourly Labor	Per Hour			\$95.00		
13	Water Truck	Hourly Labor	Per Hour			\$80.00		
14	Backhoe (cat 580) or equivalent	Hourly Labor	Per Hour			\$45.00		
15	Excavator (cat 307)	Hourly Labor	Per Hour			\$65.00		
16	Excavator (cat 308 w/ thumb)	Hourly Labor	Per Hour			\$65.00		
17	Loader (cat 930)	Hourly Labor	Per Hour			\$55.00		
18	Cure Truck w/ arrow board & traffic signs	Hourly Labor	Per Hour			\$48.00		
19	Excavator (cat 315 w/ thumb)	Hourly Labor	Per Hour			\$85.00		
20	Excavator (cat 320 w/ thumb)	Hourly Labor	Per Hour			\$115.00		
21	Loader 545 ford skip 4x4 or equivalent	Hourly Labor	Per Hour			\$45.00		
22	Loader (cat 920)	Hourly Labor	Per Hour			\$55.00		
23	Loader (Clark Michigan 75C)	Hourly Labor	Per Hour			\$55.00		
ALL EQUIPMENT & LABOR RENTAL HAS A 4 HOUR MINIMUM CHARGE								

SUPPLIER NAME: EPIDENDIO CONSTRUCTION, INC.

Line No.	DESCRIPTION OF WORK	TYPE OF CHARGE	UNIT OF MEASURE	LABOR	MATERIAL	STANDARD (HRS/KL)	OVER TIME PRICE	DOUBLE TIME PRICE
Not Otherwise Covered Markup								
1	Subcontractor Markup for services of subcontractors, unless provided, but otherwise agreed that markup shall be added to the direct cost of the subcontractors.	Markup	percentage markup of Service Provider			15%		
2	Administrative Markup for Material in the event we are taken by SCPPA as a materials provider, the markup shall be added to the direct cost of the material, handling and installation and be included in the final bid or contract price.	Markup	percentage markup of direct material cost			15%		
Miscellaneous Equipment						\$7/hr	\$/day	
1	8x10 Trench Plates	Daily Equipment	per day				\$13.00	
2	Water hose, 100' or less, 1.5" diameter	Daily Equipment	per day				\$25.00	
3	Barricades	Daily Equipment	per day				\$7.00	
4	Barricades w/ cones	Daily Equipment	per day				\$3.00	
5	Cones/Orbitalers	Daily Equipment	per day				\$2.00	
6	Traffic Signs/Stand	Daily Equipment	per day				\$16.00	
7	Re-bar	Daily Equipment	per day				\$19.00	
8	3" Mud Pump	Hourly Equipment	per hour			6		
9	185 CFM Compressor, hose & jackhammer	Hourly Equipment	per hour			25		
10	Cutoff Saw Dry	Hourly Equipment	per hour			12		
11	Concrete walk-behind saw, 24" dia	Hourly Equipment	per hour			25		
12	Concrete walk-behind saw, 36" dia	Hourly Equipment	per hour			35		
13	Batch Port (asphalt tank)	Hourly Equipment	per hour			25		
14	Concrete truck w/ arrow board	Hourly Equipment	per hour			45		
All EQUIPMENT & LABOR RENTAL HAS A 4 HOUR MINIMUM CHARGE								

All services will be billed according to Time & Material (T&M) Rates.

Prices are subject to change with 30 days' advance written notice to Agency.

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, MICHAEL A. EPIDENDIO PRESIDENT

(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

EPIDENDIO CONSTRUCTION, INC.

(Company name)

for contract work at:

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

(Project name and location)

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

Michael A. Epidendio
(Signature of officer or agent)

Dated this 3RD day of MARCH, 20 22.

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

EXHIBIT D – NOT APPLICABLE

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

EXHIBIT E

**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

EPIDENDIO CONSTRUCTION, INC.

Michael C. Epidendio
(Authorized Officer & Title)

P.O. BOX 452
LOWER LAKE, CA 95457
(Address)

**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND EPIDENDIO CONSTRUCTION, INC.**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Epidendio Construction, Inc. ("Contractor") (collectively referred to as "the Parties") as of _____, 2025.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective March 25, 2022, (the "Agreement") for Epidendio Construction, Inc. to provide routine, recurring, and usual maintenance services for the preservation, protection, and keeping of 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 \$1,000,000 to a NOT TO EXCEED amount of \$2,000,000; and

WHEREAS, the Agency now desires to amend Section 13.7 Contract Administrator to update the Agency's representative; 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, as of the Amendment effective date, 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 TWO MILLION** dollars (\$2,000,000) 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.

The remainder of Section 2 of the Agreement is unchanged.

2. **Section 13.7 Contract Administrator** is replaced in its entirety as follows:

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.

3. **Exhibit B – COMPENSATION SCHEDULE** is amended and restated to read in full as set forth in the Attached Exhibit B.
4. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

EPIDENDIO CONSTRUCTION, INC.

RANDY S. HOWARD, General Manager

MICHAEL A. EPIDENDIO, 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 RATES

NCPA

SUPPLIER: **EPIDENDIO CONSTRUCTION, INC**

LINE NO.	DESCRIPTION OF WORK	TYPE OF CHARGE	UOM	SIZE	MATERIAL	STAND PRICE	OVERTIME PRICE	DOUBLE TIME PRICE
MISC. PRICING								
LABOR								
1	SUPERVISOR	HOURLY LABOR	PER HOUR			\$120.00	\$145.00	\$170.00
2	FOREMAN	HOURLY LABOR	PER HOUR			\$116.00	\$141.00	\$166.00
3	EQUIPMENT OPERATOR - ALL TYPES	HOURLY LABOR	PER HOUR			\$113.00	\$138.00	\$163.00
4	TEAMSTER	HOURLY LABOR	PER HOUR			\$95.00	\$120.00	\$145.00
5	LABORER	HOURLY LABOR	PER HOUR			\$85.00	\$110.00	\$135.00
6	CEMENT MASON	HOURLY LABOR	PER HOUR			\$90.00	\$115.00	\$140.00
EQUIPMENT								
7	PICK UP - 1/2 OR 3/4 TON	HOURLY EQUIPMENT	PER HOUR			\$30.00		
8	SERVICE TRUCK WITH TOOLS	HOURLY EQUIPMENT	PER HOUR			\$55.00		
9	FLATBED TRUCK - 2 TON	HOURLY EQUIPMENT	PER HOUR			\$100.00		
10	DUMP TRUCK - 6 CY	HOURLY EQUIPMENT	PER HOUR			\$100.00		
11	DUMP TRUCK - 10 CY	HOURLY EQUIPMENT	PER HOUR			\$100.00		
12	TRANSFER TRUCK	HOURLY EQUIPMENT	PER HOUR			\$110.00		
13	WATER TRUCK	HOURLY EQUIPMENT	PER HOUR			\$105.00		
14	TRANSPORT 60 TON LOWBED	HOURLY EQUIPMENT	PER HOUR			\$125.00		
15	EXCAVATOR CAT 307	HOURLY EQUIPMENT	PER HOUR			\$65.00		
16	EXCAVATOR CAT 308	HOURLY EQUIPMENT	PER HOUR			\$70.00		
17	EXCAVATOR CAT 315 W/THUMB	HOURLY EQUIPMENT	PER HOUR			\$90.00		
18	EXCAVATOR CAT 320 W/THUMB	HOURLY EQUIPMENT	PER HOUR			\$115.00		
19	LOADER 545 FORD SKIP 4X4 OR EQUIVALENT	HOURLY EQUIPMENT	PER HOUR			\$55.00		
20	BACKHOE CASE 580 OR EQUIVILANT	HOURLY EQUIPMENT	PER HOUR			\$55.00		
21	LOADER CAT 920 4 IN 1 2YD	HOURLY EQUIPMENT	PER HOUR			\$60.00		
22	LOADER CLARK MICHIGAN 75C 3YD	HOURLY EQUIPMENT	PER HOUR			\$70.00		
23	LOADER CAT 930 4 IN 1 3YD	HOURLY EQUIPMENT	PER HOUR			\$77.00		
24	CONE TRUCK WITH WITH ARROW BOARDS & TRAFFIC SIGNS	HOURLY EQUIPMENT	PER HOUR			\$60.00		
25	OTHER EQUIPMENT BY REQUEST							

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SUPPLIER: EPIDENDIO CONSTRUCTION, INC

[illegible]

All services will be billed according to Time & Material (T&M) Rates.

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: March 27, 2025

SUBJECT: Brian Davis dba Northern Industrial Construction – First Amendment to the Five-Year Multi-Task General Services Agreement for Miscellaneous Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 25-41 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Brian Davis dba Northern Industrial Construction for general maintenance services, including welding, safety, and fire watch services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$2,500,000 to \$3,000,000, 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:

General maintenance services, including welding, safety, and fire watch 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 Brian Davis dba Northern Industrial Construction, effective November 3, 2020, for an amount not to exceed \$2,500,000, 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 fire mitigation services and is now running low on funds. NCPA desires to enter into a First Amendment to the current Multi-Task General Services Agreement to increase the not to exceed amount from \$2,500,000 to \$3,000,000 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 agreements in place for similar services with Gifford's Backhoe Service, Epidendio Construction, Inc., and Hudson Mechanical.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from \$2,500,000 to \$3,000,000 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 March 5, 2025, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On March 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 25-41
- Multi-Task General Services Agreement with Brian Davis dba Northern Industrial Construction
- First Amendment to Multi-Task General Services Agreement with Brian Davis dba Northern Industrial Construction

RESOLUTION 25-41

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES
AGREEMENT WITH BRIAN DAVIS DBA NORTHERN INDUSTRIAL CONSTRUCTION**

(reference Staff Report #147:25)

WHEREAS, general maintenance services, including welding, safety, and fire watch 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 November 3, 2020, NCPA entered into a five-year Multi-Task General Services Agreement with Brian Davis dba Northern Industrial Construction to provide these services for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, the agreement has been primarily used by the Geothermal Facility for fire mitigation 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 \$2,500,000 to \$3,000,000 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 \$2,500,000 to \$3,000,000, 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
BRIAN DAVIS DBA NORTHERN INDUSTRIAL CONSTRUCTION**

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 Brian Davis dba Northern Industrial Construction, a sole proprietorship with its office located at P.O. Box 194, Kelseyville, CA 95451 ("Contractor") (together sometimes referred to as the "Parties") as of November 3, 2020 ("Effective Date") in Roseville, California.

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

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

not respond within the seven day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

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

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

Invoices shall be sent to:

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

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

2.3 Payment of Taxes. Contractor is solely responsible for the payment of all 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 Joel Ledesma, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Brian Davis
Owner
Brian Davis dba Northern Industrial Construction
P.O. Box 194
Kelseyville, CA 95451

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.

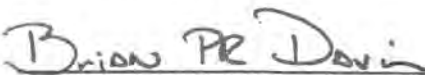
NORTHERN CALIFORNIA POWER AGENCY

BRIAN DAVIS DBA NORTHERN
INDUSTRIAL CONSTRUCTION

Date 11/3/20

Date 10-20-20


RANDY S. HOWARD, General Manager


BRIAN DAVIS, Owner

Attest:


Assistant Secretary of the Commission

Approved as to Form:


Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Brian Davis dba Northern Industrial Construction ("Contractor") shall provide routine, recurring, and usual maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned and/or operated by Agency, its Members, Southern California Public Power Authority ("SCPPA") or SCPPA members, including but not limited to welding, safety/fire watch, and labor and materials for miscellaneous maintenance services.

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 on following page.

MANPOWER:**STRAIGHT TIME**First 10 hrs/day
Mon-Thurs**OVERTIME**Up to 12hrs/day
Mon-Thurs
Fri-Sat 8 hrs**DOUBLE TIME**

Over 12 hrs/day

NIC Shop Rates

\$85.00/hr

\$95.00/hr

\$115.00/hr

General Foreman

\$ 65.00/hr

\$ 80.00/hr

\$ 90.00/hr

Working Foreman (Fiber, Welder, Millwright)

\$ 75.00/hr

\$ 90.00/hr

\$ 100.00/hr

"B" Craft Person (Laborer)

\$ 55.00/hr

\$ 70.00/hr

\$ 85.00/hr

Call Out

4 hrs Minimum

OT Rate Applies

\$ 100.00/hr

Time Watch (minimal tools) (pile snap, weed eating, etc)

\$ 40.00/hr

\$ 55.00/hr

\$ 70.00/hr

Heavy Equipment Operator

\$ 75.00/hr

\$ 90.00/hr

\$ 105.00/hr

Spotter for Heavy Equipment

\$ 40.00/hr

\$ 55.00/hr

\$ 70.00/hr

PREVAILING WAGES PER LABOR CODES: EFFECTIVE TILL JUNE 2021

General Foreman

\$97.00/hr

\$112.00/hr

\$132.00/hr

Welder/Fitter

\$100.00/hr

\$120.00/hr

\$140.00/hr

Laborer

\$91.00/hr

\$106.00/hr

\$126.00/hr

Heavy Equipment Operator

\$102.00/hr

\$117.00/hr

\$140.00/hr

Spotter for Heavy Equipment Operations

\$88.00/hr

\$101.00/hr

\$126.00/hr

EQUIPMENT & MATERIALS RATES:**VEHICLES:**

#28 2008 Dodge Dualy Boy de Truck

\$40.00/hr

#30 2008 F 350 White Service Truck

\$40.00/hr

#32 2008 Ford Ranger

\$25.00/hr

#26 2006 Dodge (Rear 4 door)

\$30.00/hr

#27 2013 International Boom Truck (Little Dorn Truck)

\$55.00/hr

#36 2001 Ford F 450 White Service Truck

\$40.00/hr

#42 1997 Dodge 3500

\$40.00/hr

#43 2000 Ford F 450

\$40.00/hr

#44 04 3500 Flatbed Dodge

\$35.00/hr

#45 96 Toyota

\$25.00/hr

#49 99 Ford F 550

\$45.00/hr

#50 30K Boom Truck

\$65.00/hr

#51 05 service body dodge

\$30.00/hr

#52 14 3500 4x4 dodge

\$30.00/hr

#53 19 4500 welding truck

\$40.00/hr

#54 19 3500 welding truck

\$40.00/hr

HEAVY EQUIPMENT RATE \$:

#41 2007 Mini Excavator

\$50.00/hr

#48 60' Manlift

\$40.00/hr

#49 D4 Dozer

\$55.00/hr

Tractor

\$30.00/hr

TRAILER RATES:

24 GVW Transport

\$20.00/hr

20' Flat Bed Trailer

\$15.00/hr

8' Dual Axle Box Trailer

\$15.00/hr

14' Dual Axle Box Trailer

\$18.00/hr

ConErod Space Rescue Trailer

\$525/day

MISC EQUIPMENT RATE \$:

Certified Tower Air Equipment

\$380.00/day

Pier Supersealer Equipment (Water/Wagon)

\$100.00/day \$350.00/week \$1,000.00/month

Concrete Saw

\$15.00/hr

Jack Hammer

\$15.00/hr

Pressure Washer

\$15.00/hr

Rental Equipment (Manlift) etc

Cost plus 15%

All Site Construction

Cost plus 15%

Materials

Cost plus 15%

Per Diem (if required Per Man night only)

\$125.00/night

Travel Time (if required)

Straight Time Rates will apply

HOT SHOT & MISC SERVICE RATES

One Driver with One One Ton Truck

\$30.00/hr

One Driver with One Half Ton Truck

\$25.00/hr

ConErod space rescue Team #3

\$102.00 per hr per person

*Note: Hot Shots longer than 10hrs straight, and at least driver required
or allow 8 hrs down time with Per Diem

All services will be billed according to Time & Material (T&M) Rates.

Prices are subject to change with 30 days' advance written notice provided to NCPA.

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

NOTE: As a public agency, NCPA shall not reimburse 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, Brian PR Davis - Owner

(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

Northern Industrial Construction

(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.

Brian PR Davis

(Signature of officer or agent)

Dated this 26th day of October, 20 20.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

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: 10-20-20

Name of Employer

Northern Industrial
Construction
(Authorized Officer & Title)
Brian PR Davis
Owner
(Address)
P.O. Box 194 Kelseyville
CA. 95451



**FIRST AMENDMENT TO MULTI-TASK GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND BRIAN DAVIS DBA
NORTHERN INDUSTRIAL CONSTRUCTION**

This First Amendment ("Amendment") to Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Brian Davis dba Northern Industrial Construction ("Contractor") (collectively referred to as "the Parties") as of _____, 2025.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective November 3, 2020, (the "Agreement") for Brian Davis dba Northern Industrial Construction to provide routine, recurring, and usual maintenance services including welding, safety/fire watch, and labor and materials to perform miscellaneous maintenance 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 \$2,500,000 to a NOT TO EXCEED amount of \$3,000,000 over the existing term; and

WHEREAS, the Agency now desires to amend Section 13.7 Contract Administrator to update the Agency's representative; 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, as of the Amendment effective date 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 THREE MILLION** dollars (\$3,000,000) 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.

The remainder of Section 2 of the Agreement is unchanged.

2. **Section 13.7 Contract Administrator** is amended and restated to read in full as follows:

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.

3. **Exhibit B – COMPENSATION SCHEDULE** is amended and restated to read in full as set forth in the Attached Exhibit B.
4. This Amendment in no way alters the terms and conditions of the Agreement except as specifically set forth herein.

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

Date: _____

BRIAN DAVIS DBA NORTHERN INDUSTRIAL
CONSTRUCTION, INC.

RANDY S. HOWARD, General Manager

BRIAN DAVIS, Owner

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 Rates

MANPOWER:	STRAIGHT TIME First 10 hr/day Mon-Thurs	OVERTIME Up to 12hrs day Mon-Thurs Fri- Sat 8 hrs	DOUBLE TIME Over 12 hrs/day
General Foreman	\$ 70.00/hr	\$ 95.00/hr	\$ 120.00/hr
Working Leadman - Fitter, Welder, Millwright	\$ 85.00/hr	\$ 95.00/hr	\$ 120.00/hr
"B" Craft Person (Laborer)	\$ 55.00/hr	\$ 75.00/hr	\$ 95.00/hr
Call Out	4 hrs Minimum	OT Rate Applies	\$ 100.00/hr
Heavy Equipment Operator	\$ 75.00/hr	\$ 90.00/hr	\$ 100.00/hr
Spotter for Heavy Equipment	\$ 50.00/hr	\$ 55.00/hr	\$ 70.00/hr
Confined Space Rescue Team (3man team required)	\$110.00/hr per person	\$120.00/hr	\$132.00/hr
Quality Assurance Supervisor	\$ 85.00/hr	\$ 95.00/hr	\$ 120.00/hr
PREVAILING WAGES PER LABOR CODES: EFFECTIVE TILL JUNE 2025			
General Foreman	\$100.00/hr	\$115.00/hr	\$135.00/hr
Welder/Fitter	\$103.00/hr	\$123.00/hr	\$143.00/hr
Laborer	\$94.00/hr	\$106.00 hr	\$129.00/hr
Heavy Equipment Operator	\$105.00/hr	\$120.00/hr	\$140.00/hr
Spotter for Heavy Equipment Operations	\$94.00/hr	\$106.00 hr	\$129.00/hr
Confined Space Rescue Team (3 man team required)	\$128.00/hr per person	\$143.00/hr	\$150.00/hr
EQUIPMENT & MATERIALS RATES:			
Vehicles:			
#30 2000 F-350 White Service Truck	\$40.00/hr		
#36	\$30.00/hr		
#37 2014 International Boom Truck (Little Boom Truck)	\$55.00/hr		
#44 2004 Dodge	\$40.00/hr		
#51 2005 Dodge	\$40.00/hr		
#52 2014 Dodge	\$45.00/hr		
#53 2019 Dodge 4500	\$45.00/hr		
#54 2019 Dodge 3500	\$50.00/hr		
#55 2019 Dodge 3500	\$40.00/hr		
#58 2021 Chevy Colorado	\$30.00/hr		
#60 2020 Dodge 3500	\$50.00/hr		
#64 2018 Dodge 3500	\$50.00/hr		
#67 2021 Dodge 3500	\$50.00/hr		

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Welding Rigs	\$50.00/hr
HEAVY EQUIPMENT RATES:	
#41 2019 Med Case Excavator	\$65.00/hr
#48 D4 Dozer	\$50.00/hr
#56 2020 580SN Case Back Hoe	\$60.00/hr
#57 2018 Kubota Skip Loader	\$35.00/hr
#62 Kubota D Zero Turn	\$35.00/hr
#65 12K Reach Lift	\$60.00/hr, \$600/day, \$300/wk
#66 2018 Boom Lift	\$45.00/hr, \$450/day
#68 Hitachaci Mini Excavator	\$55.00/Hr, \$550/day
#69 JD Front Load Tractor	\$35.00/hr, \$350/day
TRAILER RATES:	
20' Flat Bed Trailer	\$20.00/hr
8' Dual Axle Box Dump Trailer	\$15.00/hr
14' Dual Axle Box Dump Trailer	\$25.00/hr
Confined Space Rescue Trailer	\$600/day
MISC EQUIPMENT RATES:	
Certified Fresh Air Equipment	\$380.00/day
Fire Suppression Equipment (Water Wagon)	\$150.00/day \$350.00/week \$1,000.00/month
Auger w/Misc Bits and Core Buckets	\$40.00/hr
Concrete Saw	\$15.00/hr
Jack Hammer	\$15.00/hr
Pressure Washer	\$15.00/hr
185 CFM tow behind Compressor	\$140.00/day
Rental Equipment	Cost plus 15%
All Sub-Contractors	Cost plus 15%
Materials	Cost plus 15%
HOT SHOT SERVICE RATES	
One Driver with One One-Ton Truck	\$100.00/hr
One Driver with One Half-Ton Truck	\$95.00/hr
Per Diem (If required Per-Man night, local only)	\$125.00/night
Per Diem (If required Per-Man night, South Counties only)	\$145.00/night
Travel Time (If required)	Straight Time Rates will apply
*Note: Hot Shots longer than 10hrs straight, additional driver required or allow 8 hrs down time with Per Diem	
*Note: hours are to be considered from base back to base	

All services will be billed according to Time & Material (T&M) Rates.

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.




Commission Staff Report

COMMISSION MEETING DATE: March 27, 2025

SUBJECT: Brenntag Pacific, Inc. – Five-Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Chemical Purchases; Applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 25-42 authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Brenntag Pacific, 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.

BACKGROUND:

Various chemicals are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA. 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 purchases with Hill Brothers Chemical Company, Industrial Solution Services, Northstar Chemical, Thatcher Company of California, and Univar Solutions.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

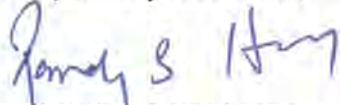
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

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

On March 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 25-42
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Brenntag Pacific, Inc.

RESOLUTION 25-42

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT,
MATERIALS AND SUPPLIES WITH BRENNTAG PACIFIC, INC.

(reference Staff Report 148:25)

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

WHEREAS, Brenntag Pacific, Inc. is a provider of these chemicals; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Brenntag Pacific, Inc. to provide such chemicals as needed at any facilities owned and/or operated by NCPA; and

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

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

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
AGREEMENT FOR PURCHASE OF
EQUIPMENT, MATERIALS AND SUPPLIES
BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
BRENNTAG PACIFIC, INC.**

This Agreement for Purchase of Equipment, Materials and Supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency, with its main offices located at 651 Commerce Drive, Roseville, CA, 95678-6420 ("Agency") and Brenntag Pacific, Inc., ("Supplier"), whose principal office is located at 10747 Patterson Place, Santa Fe Springs, CA 90670 (together sometimes referred to as the "Parties") as of _____, 2025 (the "Effective Date").

Section 1. SCOPE. In accordance with the terms and conditions set forth in this Agreement, Supplier is willing to deliver the equipment, materials and supplies ("Goods") described in Exhibit A, attached hereto and incorporated herein to the designated Project Site, DDP, when requested by the Agency. Supplier shall be responsible at its sole expense for delivering the Goods to the designated Project Site and title shall pass as set forth in Section 8.3. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

Section 2. PROJECT SITE. Goods provided under this Agreement by Supplier may include Goods delivered directly to the "designated Project Site", as that term is used herein, which shall mean the site for delivery.

Section 3. TERM AND TERMINATION OF AGREEMENT.

- 3.1** This Agreement shall begin upon Effective Date and shall end on the earlier of five (5) years after the Effective Date or when Supplier has provided to Agency the Goods described in Exhibit A pursuant to a Purchase Order issued within five (5) years of the Effective Date.
- 3.2** If at any time either Party files a petition seeking to take the benefit of any bankruptcy or insolvency proceeding, or becomes subject to such a proceeding, the other Party shall have the right, by written notice, to immediately terminate this Agreement.
- 3.3** Either Party may terminate this Agreement upon written notice if the other Party breaches any terms or conditions of the Agreement and fails to cure such breach within thirty (30) days of notice thereof.
- 3.4** Either Party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party.

Section 4. REQUEST FOR GOODS. At such time that Agency determines to have Supplier provide Goods under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Goods to be provided ("Requested Goods"), may include a not-to-exceed cap or monetary cap on the Requested Goods and all related expenditures

authorized by that Purchase Order, and shall include a time by which the Requested Goods shall be delivered. Supplier shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Supplier chooses not to provide the Requested Goods. If Supplier agrees in writing to provide the Requested Goods, begins to provide the Requested Goods, or does not respond within the seven day period specified, then Supplier will have agreed to provide the Requested Goods on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

Section 5. COMPENSATION. Agency hereby agrees to pay Supplier for the Goods an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND (\$2,500,000.00) as total compensation under this Agreement, which includes all shipping, taxes (if applicable), insurance, delivery charges, and any other fees, costs or charges. This dollar amount is not a guarantee that Agency will pay that full amount to the Supplier, but is merely a limit of potential Agency expenditures under this Agreement.

- 5.1 Invoices.** Supplier shall have (90) days after each delivery of Requested Goods to invoice Agency for such Goods. Supplier shall include the number of the Purchase Order which authorized the Goods for which Supplier is seeking payment. In the event Supplier fails to invoice Agency for all amounts due within such ninety (90) day period, Supplier waives its right to collect payment from Agency for such amounts. All invoices shall be submitted to:

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

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

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

- 6.1 Workers' Compensation.** If Supplier employs any person, Supplier shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Supplier with limits of not less than one million dollars (\$1,000,000) per accident.
- 6.2 Automobile Liability.** Supplier shall maintain automobile liability insurance for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any

vehicle, whether or not owned by the Supplier, on or off Agency premises. The policy shall provide a minimum limit of \$3,000,000 per each accident, with \$5,000,000 aggregate. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment utilized in the transport of the Goods to the Agency's Project Site.

6.3 Commercial General Liability (CGL). Supplier shall maintain commercial general liability coverage covering Goods, including product liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Supplier in regard to this Agreement, as well as sudden and accidental coverage for pollution, with not less than \$3,000,000/\$5,000,000 aggregate for bodily injury and property damage, on an occurrence basis. No endorsement shall be attached limiting the coverage.

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

6.5 All Policies Requirements.

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

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

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

6.5.4 Additional Certificates and Endorsements. Not Applicable.

6.6 (reserved)

Section 7. WARRANTY. Supplier warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; meet the specifications of Agency, or if none, then the manufacturer's specifications; and are not subject to any liens or encumbrances or infringements. Supplier shall provide all Goods in accordance with all applicable engineering,

construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all with the degree of high quality and workmanship expected from purveyors engaged in the practice of providing materials and supplies of a similar nature. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. Moreover, if, during the period of (i) twelve (12) months from delivery, or (ii) the remaining shelf life of the Goods, whichever occurs first, the Goods provided by Supplier under this Agreement fail to comply with the warranties in this Section 7, Supplier shall, upon any reasonable written notice from Agency, and provided that Agency has properly handled and stored the Goods in accordance with Supplier's and/or manufacturer's instructions, replace or repair the same to meet the above warranties. Notwithstanding anything to the contrary, claims for defects in Goods that could reasonably have been discovered upon delivery shall be deemed to be waived by Agency if not made within thirty (30) days of delivery thereof.

Section 8. INDEMNIFICATION AND SUPPLIER'S RESPONSIBILITIES.

- 8.1 Effect of Insurance.** Agency's acceptance of insurance certificates and endorsements required under this Agreement does not relieve Supplier from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Supplier acknowledges and agrees to the provisions of this section and that it is a material element of consideration.
- 8.2 Scope.** Supplier shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with claims to the extent directly and proximately caused by any negligent acts or omissions by Supplier, its officers, officials, agents, and employees, and except to the extent directly and proximately caused by any negligent acts or omissions of Agency.
- 8.3 Transfer of Title.** Supplier shall be deemed to be in exclusive possession and control of the Goods and shall be responsible for any damages or injury caused thereby, including without limitation any spills, leaks, discharges or releases of any Goods, until Agency accepts delivery at its Site. For the purposes of this Agreement, such acceptance shall occur in the case of bulk Goods, when the Goods pass the flange of the NCPA storage vessel. In the event a spill, leak, discharge or release caused by Supplier requires notification to a federal, state or local regulatory agency, Supplier shall be responsible for all such notifications. Should Supplier be required to remedy or remove Goods as a result of a leak, spill, release or discharge of Goods into the environment at Agency's Site or elsewhere, Supplier agrees to remediate, remove or cleanup Agency's Site to the extent the leak, spill or release was caused by Supplier or resulted from the Supplier's transfer operation to Agency storage tanks, to a level sufficient to

receive a "No Further Action Required" or "Closure Letter" from the appropriate regulatory authority.

Section 9. MISCELLANEOUS PROVISIONS.

- 9.1 Integration; Incorporation.** This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between Agency and Supplier and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.
- 9.2 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 9.3 Compliance with Applicable Law.** Supplier shall comply with all applicable federal, state, and local laws, rules and regulations in regard to this Agreement and the Goods supplied hereunder.
- 9.4 Construction of Agreement.** The Parties agree that the usual construction of an agreement against the drafting party shall not apply here.
- 9.5 Supplier's Status.** Supplier is an independent contractor and not an employee or agent of NCPA.
- 9.6 Non-assignment.** Except to an affiliate after 60 days' notice and, if not covered under policies previously provided to Agency, submission of insurance documentation satisfying the terms of this Agreement, Supplier may not assign this Agreement without the prior written consent of NCPA, which shall not be unreasonably withheld.
- 9.7 Governing Law.** This Agreement and all matters pertaining to it, shall be governed by the laws of the State of California and venue shall lie in Placer County or in the county to which the Goods are delivered.
- 9.8 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 9.9 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 9.10 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

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

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

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

9.13 Contract Administrator. This Agreement shall be administered by 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.

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

Brenntag Pacific, Inc.
Attention: President
10747 Patterson Place
Santa Fe Springs, CA 90670

With copy to:

Brenntag North America, Inc.
Attention: General Counsel
5083 Pottsville Pike
Reading, PA 19605
Email: bna_generalcounsel@brenntag.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

- 9.15 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Agency and Supplier agree to resolve the dispute in accordance with the following:
- 9.15.1** Each party shall designate a senior management or executive level representative to negotiate any dispute.
 - 9.15.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 9.15.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 9.15.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 9.15.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 9.15.6** If mediation fails to resolve the conflict within thirty (30) days of completion of the mediation, then either Party can avail itself of any legal or equitable relief available to it. Nothing in this Agreement shall preclude either Party from seeking injunctive or equitable relief in accordance with applicable law or seeking redress from the courts for any dispute involving a third party.
 - 9.15.7** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 9.16 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Supplier's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Supplier's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Supplier's Proposal (if any), the Purchase Order shall control.
- 9.17 Certification as to California Energy Commission.** If requested by the Agency, Supplier shall, at the same time it executes this Agreement, execute Exhibit B.

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

SECTION 10: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, MULTIPLE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR BUSINESS, WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY, FOR INDEMNITY, DEFENSE, OR OTHERWISE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Excepting the indemnity obligations in Section 8.2 for claims brought against the Agency by a third party, and losses caused by a party's gross negligence or willful misconduct, the liability of either party, and the other party's sole and exclusive remedy for damages of any kind whatsoever under this Agreement shall not be greater than the insurance limits set forth in this Agreement.

SECTION 11: FORCE MAJEURE. Neither Party shall be liable in damages or otherwise, for delay or impairment or failure of performance (other than a failure to pay any monies due) by reason of causes beyond that Party's reasonable control. If any force majeure event continues for more than thirty (30) days, then either Party may terminate this Agreement upon written notice to the other Party.

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

NORTHERN CALIFORNIA POWER AGENCY

BRENNTAG PACIFIC, INC.

Date: _____

Date: _____

RANDY S. HOWARD,
General Manager

W. THOMAS CRAIN, JR.
Regional President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
PURCHASE LIST

As requested by the Northern California Power Agency ("Agency"), Brenntag Pacific, Inc. ("Supplier") shall provide supplies ("Goods") including, but not limited to the following:

<u>Chemical</u>	<u>Price</u>
Anhydrous Ammonia (R Grade)	No Bid
Aqueous Ammonia 19%	No Bid
Hydrated Lime 90%	\$0.4125/lb
Magnesium Oxide ≥90%	No Bid
Ferric Chloride 38-42%	\$0.45/lb
Sodium Bisulfite 38-40%	No Bid
Sodium Hydroxide 15% (Caustic Soda)	\$0.43/lb
Sodium Hypochlorite 12.5% (Bleach)	\$2.395/GL
Sulfuric Acid 93%	\$0.13/lb
Other Chemicals (if needed)	To be quoted when requested by Agency

All delivery vehicles shall be labeled and constructed to meet all requirements of the California State Highway Patrol, the Interstate Commerce Commission and any and all jurisdictions having control over said delivery truck operations.

Agency acknowledges that Supplier's chemical pricing may be subject to change. Agency shall compensate the Supplier in accordance with such chemical price revisions, provided that (1) Supplier shall provide Agency with written notice (email or letter) 15-days in advance. All chemical orders placed during the 15-day notice period will be charged at the non-revised rate. Chemical price revisions may result in the Supplier losing or gaining priority status for chemical orders, (2) regardless of such chemical price revisions, total compensation for all tasks, including all chemicals delivered under this Agreement, shall not exceed the amount set forth in Section 5 (Compensation) of this Agreement.

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

EXHIBIT B
CERTIFICATION

Affidavit of Compliance for Suppliers

I, _____

(Name of person signing affidavit)(Title)

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

Brenntag Pacific, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20____.

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

Brenntag Pacific, Inc.

(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.



19

Commission Staff Report

COMMISSION MEETING DATE: March 27, 2025

SUBJECT: Amendment to Exhibit A of the Third Phase Agreement for Renewable Power Purchase Agreement with Grace Orchard Energy Center, LLC

AGENDA CATEGORY: Consent

FROM:	Tony Zimmer <i>72</i> Assistant General Manager	METHOD OF SELECTION: N/A
Division:	Power Management	<i>If other, please describe:</i>
Department:	Power Management	

IMPACTED MEMBERS:

All Members	<input type="checkbox"/>	City of Lodi	<input checked="" type="checkbox"/>	City of Shasta Lake	<input checked="" type="checkbox"/>
Alameda Municipal Power	<input 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 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 checked="" type="checkbox"/>	Other	<input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Adopt Resolution 25-43 approving an Amendment to Exhibit A of the Third Phase Agreement for Renewable Power Purchase Agreement with Grace Orchard Energy Center, LLC, to add Table 3 to Exhibit A to confirm the Final Project Participation Percentages for each Participant in the Project, including any non-substantive modifications to the Amendment to Exhibit A of the Third Phase Agreement for Renewable Power Purchase Agreement with Grace Orchard Energy Center, LLC approved by the NCPA General Counsel.

BACKGROUND:

Pursuant to Exhibit A of the Third Phase Agreement for Renewable Power Purchase Agreement with Grace Orchard Energy Center, LLC (the "Third Phase Agreement") an Eligible Member may exercise a right to accept a transfer of a portion of the Initial Project Participation Percentages of the Initial Participants (the "Transfer Right"), no later than 180 days after the Effective Date (the "Transfer Completion Deadline"). Exhibit A of the Third Phase Agreement also states that NCPA shall prepare Table 3 after the Transfer Completion Deadline to reflect the Final Project Participation Percentages of each Participant in the Project, and such Table 3 will be added to Exhibit A of the Third Phase Agreement as an amendment to the Third Phase Agreement once adopted by the Commission.

The Transfer Completion Deadline has now occurred, and NCPA has developed the following Table 3 to reflect the Final Project Participation Percentages of each Participant in the Project:

Table 3		
Final Project Participation Percentages		
Participant	Project Participation Percentage (%)	Project Participation Share (MW)
City of Biggs	0.80%	0.40
City of Gridley	2.00%	1.00
City of Healdsburg	5.20%	2.60
City of Lodi	30.00%	15.00
City of Lompoc	10.00%	5.00
Port of Oakland	16.00%	8.00
City of Santa Clara	20.00%	10.00
City of Shasta Lake	10.00%	5.00
City of Ukiah	6.00%	3.00
Total	100.00%	50.00

Upon Commission approval of Resolution 25-43, NCPA will distribute the Amended Exhibit A of the Third Phase Agreement to each of the Participants to document the Final Project Participation Percentages.

A copy of the Amended Exhibit A of the Third Phase Agreement has been attached to this staff report for your reference.

FISCAL IMPACT:

NCPA's costs associated with development of the Amendment to Exhibit A of the Third Phase Agreement will be allocated to Participants in accordance with the approved cost allocation methodologies as described in the NCPA annual budget.

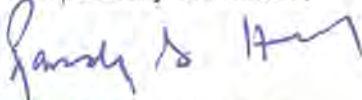
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On March 5, 2025 the Facilities Committee reviewed and endorsed 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 (2):

- Resolution 25-43
- Amended Exhibit A of the Third Phase Agreement

RESOLUTION 25-43

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING AMENDMENT TO EXHIBIT A OF THE THIRD PHASE AGREEMENT FOR RENEWABLE POWER PURCHASE AGREEMENT WITH GRACE ORCHARD ENERGY CENTER, LLC

(reference Staff Report #149:25)

WHEREAS, pursuant to Exhibit A of the Third Phase Agreement for Renewable Power Purchase Agreement with Grace Orchard Energy Center, LLC (the "Third Phase Agreement") an Eligible Member may exercise a right to accept a transfer of a portion of the Initial Project Participation Percentages of the Initial Participants (the "Transfer Right"), no later than 180 days after the Effective Date (the "Transfer Completion Deadline"); and

WHEREAS, Exhibit A of the Third Phase Agreement also states that NCPA shall prepare Table 3 after the Transfer Completion Deadline to reflect the Final Project Participation Percentages of each Participant in the Project, and such Table 3 will be added to Exhibit A of the Third Phase Agreement as an amendment to the Third Phase Agreement once adopted by the Commission; and

WHEREAS, the Transfer Completion Deadline has now occurred, and NCPA has developed Table 3 to reflect the Final Project Participation Percentages of each Participant in the Project, and Table 3 shown in Commission Staff Report #149:25; and

WHEREAS, upon Commission approval of the Resolution 25-43, NCPA will distribute the Amended Exhibit A of the Third Phase Agreement to each of the Participants to document the Final Project Participation Percentages; and

WHEREAS, NCPA's costs associated with development of the Amendment to Exhibit A of the Third Phase Agreement will be allocated to Participants in accordance with the approved cost allocation methodologies as described in the NCPA annual budget; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts Resolution 25-43 approving an Amendment to Exhibit A of the Third Phase Agreement for Renewable Power Purchase Agreement with Grace Orchard Energy Center, LLC, to add Table 3 to Exhibit A to confirm the Final Project Participation Percentages for each Participant in the Project, including any non-substantive modifications to the Amendment to Exhibit A of the Third Phase Agreement for Renewable Power Purchase Agreement with Grace Orchard Energy Center, LLC approved by the NCPA 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 "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY

EXHIBIT A
PROJECT PARTICIPATION PERCENTAGES

1. On the Effective Date of the Agreement the initial Participants ("Initial Participants") who are signatory to this Agreement, and their respective initial Project Participation Percentage share of the Project is set forth in Table 1 of this Exhibit A ("Initial Project Participation Percentages"). The process set forth below is not subject to the requirements of Section 9 of this Agreement, except as set forth below.

Table 1		
Initial Project Participation Percentages		
Participant	Project Participation Percentage (%)	Project Participation Share (MW)
City of Healdsburg	5.20%	2.60
City of Lodi	30.00%	15.00
City of Lompoc	10.00%	5.00
Port of Oakland	16.00%	8.00
City of Santa Clara	32.80%	16.40
City of Ukiah	6.00%	3.00
Total	100.00%	50.00

2. Thereafter, a Member listed in Table 2 of this Exhibit A and who is not an Initial Participant ("Eligible Member") may exercise a right to accept a transfer of a portion of the Initial Project Participation Percentages of the Initial Participants in an amount no greater than the amount set forth in Table 2 of this Exhibit A ("Transfer Right"), no later than 180 day after the Effective Date (the "Transfer Completion Deadline"), unless an Initial Participants otherwise agrees in writing to extend the Transfer Completion Deadline. Only

the City of Santa Clara may transfer their Initial Project Participation Percentages as long as their project share does not fall below the amounts set forth in Table 2 of this Exhibit A.

3. In order for an Eligible Member to exercise their Transfer Rights, that Member shall do the following no later than the Transfer Completion Deadline: (i) notify NCPA and Santa Clara of its intention to exercise their right to accept their Table 2 share, and (ii) execute this Agreement. For avoidance of doubt, an Eligible Member must exercise their Transfer Right for their full Table 2 share; any exercise of any lesser portion shall be invalid.

4. For purposes of this Exhibit A only, a Member who becomes a Participant pursuant to Section 3 of this Exhibit A shall be referred to as a "Table 2 Participant." Notwithstanding the foregoing, the Transfer Completion Deadline applies only to the intended assumption of the Project Participation Percentage described in Table 2 of this Exhibit A and shall not limit or reduce a Participant's rights set forth in Section 9 of this Agreement. Upon written notice and execution of this Agreement as set forth above in Section 3 of Exhibit A, the Table 2 Participant will assume all rights and obligations set forth in this Agreement for the portion of the Project Participation Percentage share of the Project as set forth in Table 2 of this Exhibit A.

5. NCPA shall prepare Table 3 after the Transfer Completion Deadline to reflect the Final Project Participation Percentages of each Participant, and such Table 3 will be added to this Exhibit A as an amendment to this Agreement once adopted by the Commission. In the event an intended Table 2 Participant does not become a Table 2 Participant by the Transfer Completion Deadline, the City of Santa Clara shall retain the Project Participation

6. Percentage of the intended Table 2 Participant as described in Table 2 of this Exhibit A, and such will be reflected in Table 3.

Table 2		
Draft Final Project Participation Percentages		
Participant	Project Participation Percentage (%)	Project Participation Share (MW)
City of Biggs	0.80%	0.40
City of Gridley	2.00%	1.00
City of Healdsburg	5.20%	2.60
City of Lodi	30.00%	15.00
City of Lompoc	10.00%	5.00
Port of Oakland	16.00%	8.00
Plumas-Sierra REC	2.00%	1.00
City of Santa Clara	18.00%	9.00
City of Shasta Lake	10.00%	5.00
City of Ukiah	6.00%	3.00
Total	100.00%	50.00

Pursuant to Section 5 of Exhibit B of the PPA, if the Facility Installed Capacity is less than one hundred percent (100%) of the Guaranteed Capacity, Seller shall have one hundred fifty (150) days after the Commercial Operation Date to install additional capacity such that the Installed Capacity is equal to (but not greater than) the Guaranteed Capacity. If Seller fails to construct the Guaranteed Capacity by such date, Seller shall pay NCPA Capacity Damages, and each MW (or portion thereof) that the Guaranteed Capacity exceeds the Installed Capacity, the Project Participation Share for the Participants shall be automatically adjusted and reduced, on a pro rata basis, to equal to actual amount of Facility Installed Capacity.

The Project Participation Percentages of each Participant are shown in Table 3

below:

Table 3		
Final Project Participation Percentages		
Participant	Project Participation Percentage (%)	Project Participation Share (MW)
City of Biggs	0.80%	0.40
City of Gridley	2.00%	1.00
City of Healdsburg	5.20%	2.60
City of Lodi	30.00%	15.00
City of Lompoc	10.00%	5.00
Port of Oakland	16.00%	8.00
City of Santa Clara	20.00%	10.00
City of Shasta Lake	10.00%	5.00
City of Ukiah	6.00%	3.00
Total	100.00%	50.00



NCPA *Proposed* Budget

Fiscal Year 2026

Monty Hanks
Commission Meeting
March 2026

Generation Resources



Power Supply

GENERATION RESOURCES

NCPA Plants

Hydroelectric
Geothermal
Combustion Turbine No. 1
Combustion Turbine No. 2 (STIG)
Lodi Energy Center
Subtotal

Member Resources - Energy

Member Resources - Natural Gas

Western Resource

NCPA Contracts & Market Power Purchases

Net Load Costs

Net GHG Obligations

Preliminary Surveys and Investigations

Subtotal

TOTAL GENERATION RESOURCES

FISCAL YEAR ENDED JUNE 30			
2025	Proposed 2026	Inc/(Dec)	% Change
\$ 3,562,386	\$ 15,711,168	\$ 12,148,782	341.0%
(5,468,305)	4,708,191	10,176,496	-186.1%
4,573,277	4,704,501	131,224	2.9%
4,684,366	6,897,701	2,213,335	47.2%
26,852,224	30,475,664	3,623,440	13.5%
34,203,948	62,497,225	28,293,277	82.7%
(8,852,489)	(43,075,814)	(34,223,325)	386.6%
(767,540)	520,319	1,287,859	-167.8%
(28,539,814)	(13,998,816)	14,540,998	50.9%
(10,291,434)	12,147,970	22,439,404	218.0%
545,184,045	404,999,952	(140,184,093)	-25.7%
2,108,011	1,526,966	(581,045)	-27.6%
-	-	-	100.0%
498,840,779	362,120,577	(136,720,202)	-27.4%
533,044,727	424,617,802	(108,426,925)	-20.3%

Power Supply

Gross Load (MWh)			
	FY25	FY26	
Alameda	364,097	364,787	0.2%
BART	366,007	366,005	0.0%
Biggs	14,171	15,165	7.0%
Gridley	33,153	33,300	0.4%
Healdsburg	77,430	78,853	1.8%
Lodi	463,549	452,581	-2.4%
Lompoc	134,908	134,794	-0.1%
Palo Alto	835,697	893,051	6.9%
Plumas	150,394	150,949	0.4%
Port	114,621	116,734	1.8%
SVP	4,618,877	5,012,152	8.5%
Ukiah	110,031	108,114	-1.7%
Total	7,282,935	7,726,485	6.1%

[illegible]

Power Supply

Gross Load (MWh)

	FY25	FY26	
Alameda	364,097	364,787	0.2%
BART	366,007	366,005	0.0%
Biggs	14,171	15,165	7.0%
Gridley	33,153	33,300	0.4%
Healdsburg	77,430	78,853	1.8%
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Plumas	150,394	150,949	0.4%
Port	114,621	116,734	1.8%
SVP	4,618,877	5,012,152	8.5%
Ukiah	110,031	108,114	-1.7%
Total	7,282,935	7,726,485	6.1%

Avg. MWh Cost

	FY25	FY26
Alameda	\$76	\$53
BART	75	51
Biggs	83	53
Gridley	82	57
Healdsburg	79	56
Lodi	79	54
Lompoc	76	54
Palo Alto	76	52
Plumas	79	55
Port	74	54
SVP	74	52
Ukiah	78	54
Average	\$75	\$52

Power Supply

Gross Load Costs			
	FY25	FY26	Variance
Alameda	\$27,505,748	\$19,499,807	(\$8,005,941)
BART	27,391,215	18,714,934	(8,676,281)
Biggs	1,169,930	811,232	(358,698)
Gridley	2,703,086	1,908,629	(794,457)
Healdsburg	6,086,399	4,431,380	(1,655,019)
Lodi	36,512,201	24,510,894	(12,001,307)
Lompoc	10,260,960	7,218,733	(3,042,227)
Palo Alto	63,332,834	46,754,041	(16,578,793)
Plumas	11,806,243	8,358,152	(3,448,091)
Port	8,520,567	6,257,440	(2,263,127)
SVP	341,269,476	260,726,148	(80,543,328)
Ukiah	8,625,388	5,808,562	(2,816,826)
Total	\$545,184,047	\$404,999,952	(140,184,095)

Transmission

Approved FY25	Proposed FY26	Variance
\$164,702,821	\$175,467,819	\$10,764,998

- Wheeling Access Charges \$12m
 - Higher expected “net” load (~6.1% increase)
 - High Voltage
 - \$13.53 to \$14.08 (~4.1% increase)
 - Low Voltage
 - \$18.47 to \$19.25 (~4.2% increase)

NCPA Plants

GENERATION RESOURCES

NCPA Plants

Hydroelectric
Geothermal
Combustion Turbine No. 1
Combustion Turbine No. 2 (STIG)
Lodi Energy Center
Subtotal

Member Resources - Energy

Member Resources - Natural Gas

Western Resource

NCPA Contracts & Market Power Purchases

Net Load Costs

Net GHG Obligations

Preliminary Surveys and Investigations

Subtotal

TOTAL GENERATION RESOURCES

FISCAL YEAR ENDED JUNE 30				
	2025	Proposed 2026	Inc/(Dec)	% Change
	\$	\$	\$	
Hydroelectric	3,562,386	15,711,168	12,148,782	341.0%
Geothermal	(5,468,305)	4,708,191	10,176,496	-186.1%
Combustion Turbine No. 1	4,573,277	4,704,501	131,224	2.9%
Combustion Turbine No. 2 (STIG)	4,684,366	6,897,701	2,213,335	47.2%
Lodi Energy Center	26,852,224	30,475,664	3,623,440	13.5%
Subtotal	34,203,948	62,497,225	28,293,277	82.7%
Member Resources - Energy	(8,852,489)	(43,075,814)	(34,223,325)	386.6%
Member Resources - Natural Gas	(767,540)	520,319	1,287,859	-167.8%
Western Resource	(28,539,814)	(13,998,816)	14,540,998	50.9%
NCPA Contracts & Market Power Purchases	(10,291,434)	12,147,970	22,439,404	218.0%
Net Load Costs	545,184,045	404,999,952	(140,184,093)	-25.7%
Net GHG Obligations	2,108,011	1,526,966	(581,045)	-27.6%
Preliminary Surveys and Investigations	-	-	-	100.0%
Subtotal	498,840,779	362,120,577	(136,720,202)	-27.4%
TOTAL GENERATION RESOURCES	533,044,727	424,617,802	(108,426,925)	-20.3%

Hydro





HYDRO – FY26 *Proposed* Budget (version 2)

	FY2024 Approved Budget	FY2025 Approved Budget	FY2026 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
O&M and Other Costs	45,426,495	30,177,037	30,360,666	183,629	0.61%
Labor	5,778,810	6,121,531	6,758,057	636,526	10.40%
Projects & Reserve Funding	6,444,800	22,348,550	21,152,000	(1,196,550)	-5.35%
Annual Budget Cost	57,650,105	58,647,118	58,270,723	(376,395)	-0.64%
Less: Revenues	52,621,502	55,084,732	42,559,555	(12,525,177)	-22.74%
Est. Avg Market Price	\$116	\$96	\$82		-15.33%
Net Cost to Participant:	5,028,603	3,562,386	15,711,168	12,148,782	
Net Annual Generation (MWh)	412,142	520,016	482,733	(37,283)	-7.17%
Est. Net Cost per MWh	\$12	\$7	\$33		

HYDRO – FY26 *Proposed* Budget – Projects

O & M Projects

\$8,275,000

CV Stormwater Mitigation	5,200,000
CV Runner Analysis and Repairs	690,000
Collierville Transformer Maintenance	500,000
NSM Spillway Maintenance	250,000
2409 Part 12 Study	150,000
CV Piping	150,000
CV Turbine Seal and Locking Rings	150,000
Murphys Oil Containment Storage	150,000
CV Turbine Coupling Bolts	140,000
Sediment Sluicing and Removal Plan	130,000
NSM Powerhouse Leak Detection System	125,000
Utica Tunnel and Gate Evaluation	125,000
Grounding Studies	100,000
Arc Flash Analysis	90,000
Beaver Creek Dam Flow Monitoring System	75,000
CV Needle Seal Housing	50,000
Environmental Studies	50,000
Network Switches	50,000
Hydraulic Lines Maintenance	35,000
230KV Access Gate	30,000
CV TSOV Study	30,000
Hydro Network Infrastructure Improvement	5,000





HYDRO – FY26 *Proposed* Budget – Projects Cont'd

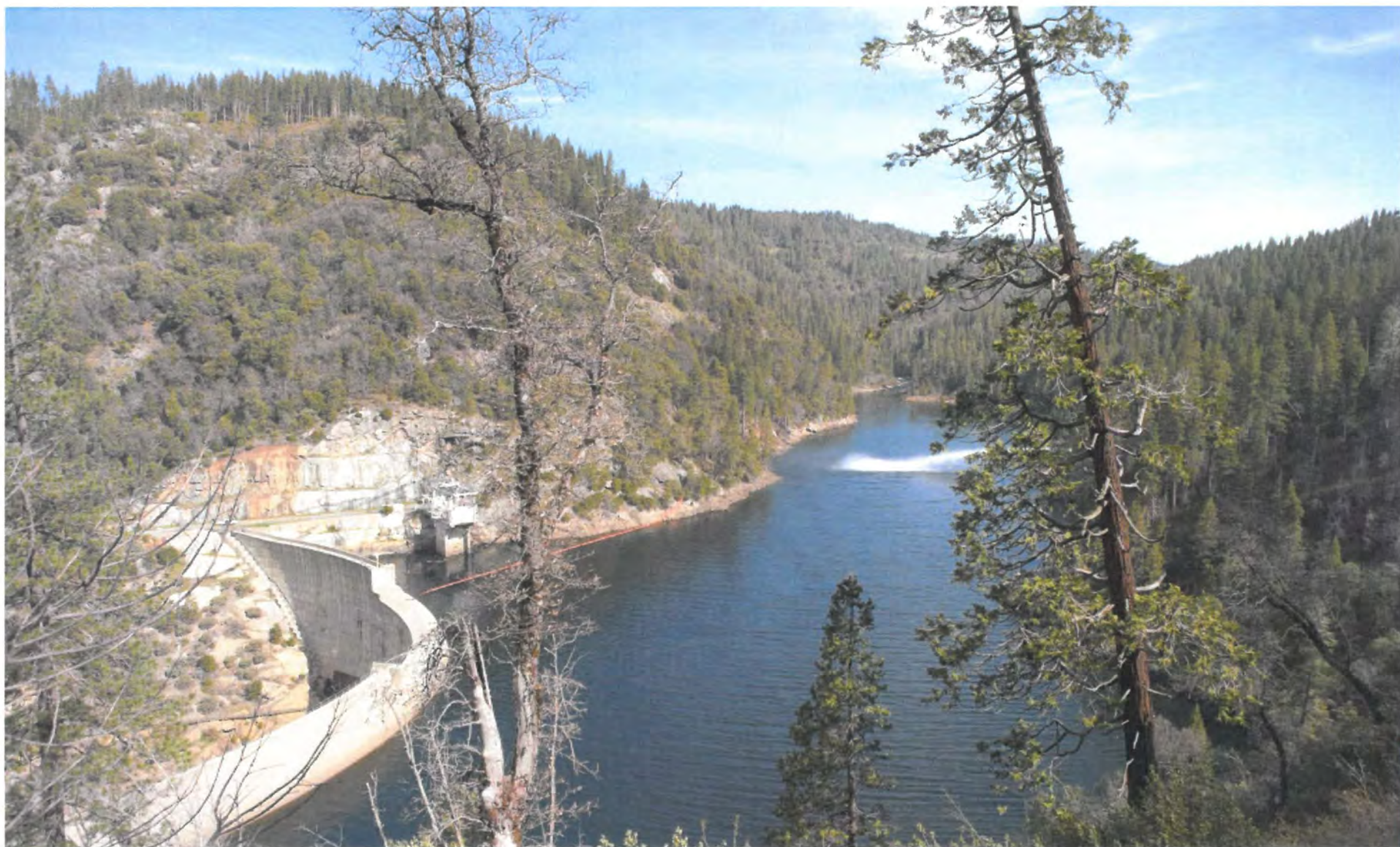
General & Plant	\$240,000
Vehicle Replacement	130,000
Microwave Radio Replacement	110,000
Capital Development Reserve	\$12,637,000
Reserve Funding	12,637,000
Use of Capital Development Reserve Collections	(\$2,012,000)
McKays Reservoir & Dam Betterment	(1,000,000)
Compliance Consulting	(1,012,000)
Estimated FY26 Capital Dev Reserve Ending Balance	\$63,041,487





N O R T H E R N C A L I F O R N I A P O W E R A G E N C Y

HYDRO – McKays Reservoir



HYDRO – McKays Reservoir Cleanout

- **Background**
 - Sediment buildup requiring removal
 - Mandatory for environmental compliance and dam safety
- **Actions to Date**
 - Basis of design and Environmental Compliance Plan completed
 - Developed an Emergency Response Plan
 - Soil relocation site remains a critical path/landowner negotiations
 - Possible DOE grant funding of \$3.6m
- **Schedule**
 - CEQA/NEPA/Consultations/Permits through 2026
 - Design and FERC review through end of 2026
 - Public works bidding 2027
 - Construction 2027 – 2029



HYDRO – Capital Development Reserve Forecast

	Proposed FY 2026	Forecast FY 2027	Forecast FY 2028	Forecast FY 2029
RESERVE FUNDING REQUIREMENTS				
Beaver Creek Dredging	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
McKays Reservoir & Dam Betterment	11,500,000	-	-	-
FERC Relicensing	1,012,000	1,467,000	28,420,000	13,210,000
Unit 1 Generator Rewind	-	-	-	-
Total Reserve Funding Requirements	12,637,000	1,592,000	28,545,000	13,335,000
RESERVE DISBURSEMENTS				
Beaver Creek Dredging		-	(550,000)	(769,715)
McKay's Reservoir & Dam Betterment (Clean Out)	(1,000,000)	(5,200,000)	(19,500,000)	(19,500,000)
FERC Relicensing	(1,012,000)	(1,467,000)	(28,420,000)	(13,210,000)
Generator Rewind	-	-	-	-
Total Reserve Disbursements	(2,012,000)	(6,667,000)	(47,920,000)	(32,710,000)
Est. Capital Development Reserve Ending Balance	\$ 63,041,487	\$ 57,966,487	\$ 38,591,487	\$ 19,216,487

Geo





GEO – FY26 *Proposed* Budget (version 2)

	FY2024 Approved Budget	FY2025 Approved Budget	FY2026 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
O&M and Other Costs	24,316,602	23,276,538	22,369,679	(906,859)	-3.90%
Labor	11,659,859	12,584,129	13,917,109	1,332,980	10.59%
Projects	11,032,395	11,182,452	8,369,088	(2,813,364)	-25.16%
Annual Budget Cost	47,008,856	47,043,119	44,655,876	(2,387,243)	-5.07%
Less: Revenues	66,645,540	52,511,424	39,888,860	(12,622,564)	-24.04%
Est. Avg Market Price	\$90	\$75	\$54		-28.93%
Net Cost to Participants (19,636,684)		(5,468,305)	4,767,016	10,235,321	
Net Annual Generation (MWh)	732,872	682,614	725,091	42,477	6.22%
Est. Net Cost per MWh	(\$27)	(\$8)	\$7		

GEO – FY26 *Proposed* Budget – Projects

O & M Projects	\$2,450,000
Plant #1 Cooling Towers	1,500,000
Condensate Tank Replacement	300,000
Plant 2 HVAC	200,000
Plant 1 - 480V MCC Replacement	200,000
Plant 1 Stretford Maintenance	150,000
Bear Canyon Pump Stations	100,000





GEO – FY26 *Proposed* Budget – Projects Cont'd

Capital Projects	\$400,000
Gas Vehicle and EV Charging Build Out	400,000
Maintenance Reserve	\$5,519,088
Reserve Funding	5,519,088
Use of Maintenance Reserve Collections	(\$4,040,000)
Well Replacement / Workover	(3,000,000)
Balance of Plant Work	(515,000)
Contingent Maintenance	(525,000)
Estimated FY26 Geo Maintenance Reserve Ending Balance	\$5,516,613



2000 Ford F350 Snow Plow Truck



Example of EV Charging Stations



GEO Maintenance Reserve – Forecast

Funding/(Expenditures)	Beginning Balance	Proposed	Forecast	Forecast	Forecast
		2026	2027	2028	2029
Reserve Activity					
Unit One Overhaul					(6,831,000)
Unit Two Overhaul					
Unit Four Overhaul				(6,600,000)	
Well Replacement /Workover		(3,000,000)	(3,000,000)		
Balance of Plant Work		(515,000)	(530,450)	(546,364)	(562,754)
Plant 1 & 2 Emergency Eyewash Stations					
Plant 2 Cooling Tower Basin Clean Out					
Contingent maintenance		(525,000)	(538,125)	(551,578)	(565,368)
Projected Requirements		(4,040,000)	(4,068,575)	(7,697,942)	(7,959,122)
Annual Funding Req		5,519,088	5,712,256	5,912,185	6,119,111
Est. Balance		5,516,613	7,160,294	5,374,537	3,534,526
Minimum Emergency Contingency Balance	\$ 2,250,000	2,250,000	2,250,000	2,250,000	2,250,000

CT1



CT1 – FY26 *Proposed* Budget (version 2)

	FY2024 Approved Budget	FY2025 Approved Budget	FY2026 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
O&M and Other Costs	4,588,389	2,899,069	3,737,744	838,675	28.93%
Labor	1,298,580	1,390,011	1,534,774	144,763	10.41%
Projects	1,045,000	1,162,395	1,444,070	281,675	24.23%
Annual Budget Cost	6,931,969	5,451,475	6,716,588	1,265,113	23.21%
Less: Revenues	4,607,168	878,198	2,012,087	1,133,889	129.12%
Est. Avg Market Price	\$306	\$204	\$87		
Net Cost to Participants	2,324,801	4,573,277	4,704,501	131,224	5.64%
Net Annual Generation (MWh)	14,872	4,038	9,455	5,417	134.15%
Est. Net Cost per MWh	\$156	\$1,133	\$498		

CT1 – FY26 *Proposed* Budget - Projects

O & M Projects	\$598,620
Gas Compressor Heat Exchanger Replacements	225,000
Diesel Tanks Berm Preservation	200,000
Load and Gearbox Accessory Bearings	120,000
HVAC Replacements	52,000
Gas Plants Shared Projects	1,620
Capital Projects	\$80,000
Vehicles	80,000
Maintenance Reserve	\$765,450
Reserve Funding	765,450
Use of Maintenance Reserve Collections	(\$400,867)
Balance of Plant	(400,867)
Estimated FY26 CT1 Maintenance Reserve Ending Balance	\$4,106,424

CT2



CT2 – FY26 *Proposed* Budget (version 2)

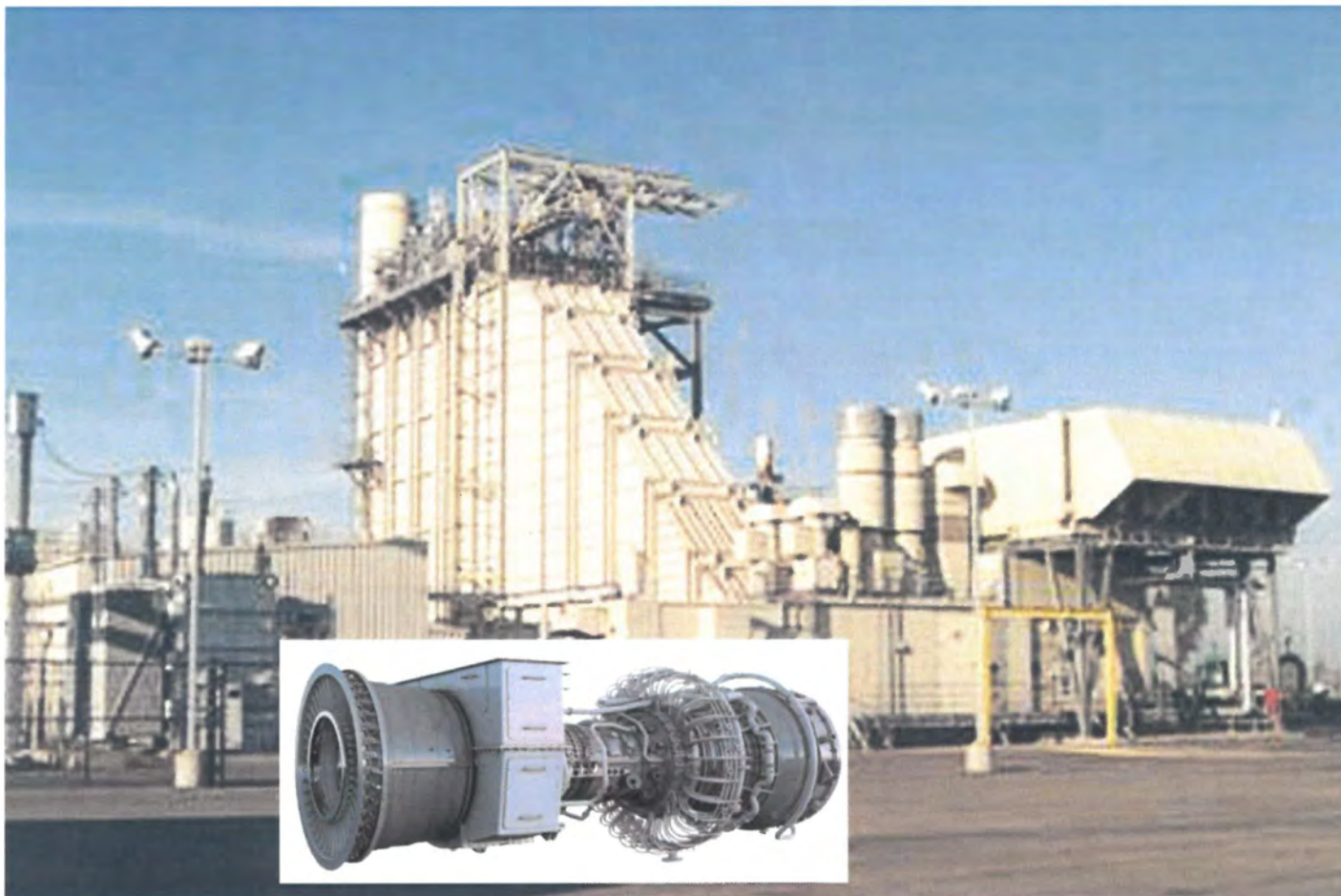
	FY2024 Approved Budget	FY2025 Approved Budget	FY2026 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
O&M and Other Costs	7,899,015	5,598,556	1,215,030	(2,300,459)	-29.12%
Labor	928,662	1,005,070	1,107,702	76,408	8.23%
Projects	389,539	92,006	16,969	(297,533)	-76.38%
Annual Budget Cost	9,217,216	6,695,632	2,339,701	(2,521,584)	-27.36%
Less: Revenues	3,991,702	2,011,266	42,000	(1,980,436)	-49.61%
Est. Avg Market Price	\$293	\$174	\$0		
Net Cost to Participants	5,225,514	4,684,366	2,297,701	(541,148)	-10.36%
Net Annual Generation (MWh)	9,663	10,034	0	371	3.84%
Est. Net Cost per MWh	\$541	\$467	\$0		



CT2 – FY26 *Proposed* Budget - Projects

O & M Projects	\$6,969
Gas Plants Shared	6,969
Capital Projects	\$10,000
Vehicles	10,000
Maintenance Reserve	\$0
Reserve Funding	0
Estimated FY26 CT2 Maintenance Reserve Ending Balance	\$617,280

CT2 Repower





CT2 Repower – FY26 *Proposed* Budget (version 2)

	Approved FY 2025 Budget*	Proposed FY 2026 Budget
Disbursements		
Construction Costs		
Engine and Controls	\$1,800,000	
Retrofit Exhaust Package	955,000	
Plans & Designs	464,887	
Outside Services - Engineering	1,054,376	
Interconnection Repower Study	50,000	
Balance of Plant, Control, Inlet Chillers	294,700	
Total Construction Costs	4,618,964	0
Legal and Consulting Costs		
Legal Consultant	100,000	
Document Control Consultant	100,000	
CA Environmental Quality Act (CEQA) Consultant	100,000	
Air Permit Consultant	100,000	
Green House Gas Offset Consultant	100,000	
Total Legal and Consulting Costs	500,000	0
Total Expenditures	5,118,964	0
Receipts		
Estimated Decommissioning Reserve Transfers at 6/30/2025	1,863,000	
FY26 Participant Contributions (6m collection schedule)		2,755,967
Estimated Maintenance Reserve Transfers at 12/31/2025		499,997
Total Receipts	1,863,000	3,255,964
(Excess)/Deficit of Funds	\$3,255,964	(\$3,255,964)

*Resolution 25-16 approved 1/23/2025

LEC



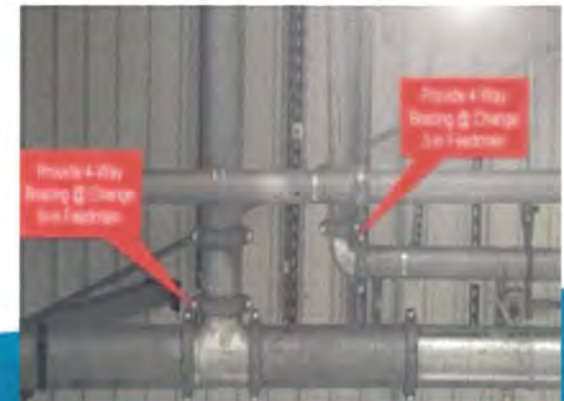
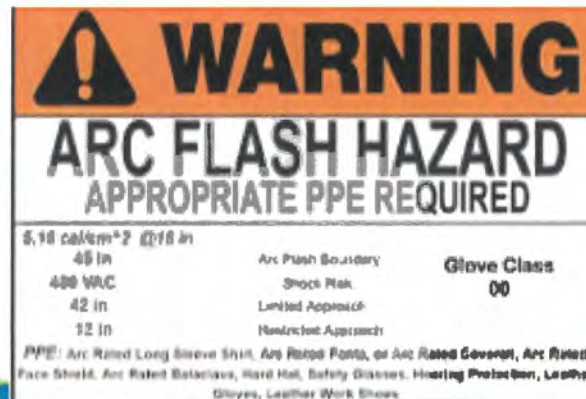
LEC – FY26 *Proposed* Budget (version 2)

	FY2024 Approved Budget	FY2025 Approved Budget	FY2026 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
O&M and Other Costs	128,221,884	142,656,476	105,719,590	(36,936,886)	-25.89%
Labor	6,167,244	6,650,919	7,297,521	646,602	9.72%
Projects	3,912,592	10,857,834	10,330,272	(527,562)	-4.86%
Annual Budget Cost	138,301,720	160,165,229	123,347,383	(36,817,846)	-22.99%
Less: Revenues	139,790,935	133,313,005	92,871,719	(40,441,286)	-30.34%
Est. Avg Market Price	\$95	\$101	\$84		-16.19%
Net Cost to Participants	(1,489,215)	26,852,224	30,475,664	28,341,439	
Net Annual Generation (MWh)	1,303,566	1,127,248	925,691	(201,557)	-15.46%
Est. Net Cost per MWh	(\$1)	\$24	\$33		



LEC – FY26 *Proposed* Budget - Projects

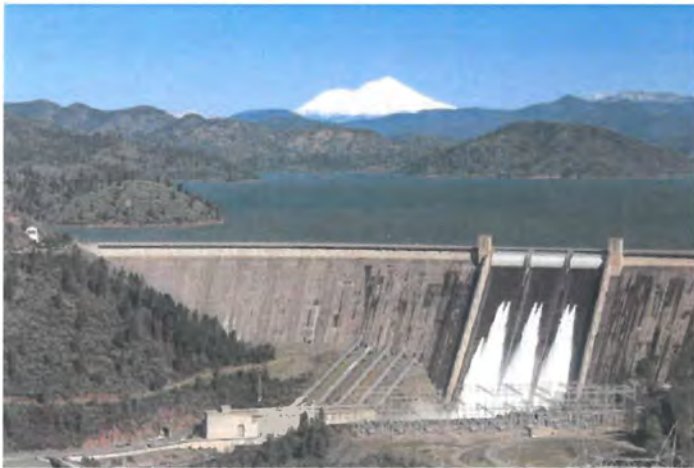
O & M Projects	\$2,452,969
Annual Maintenance Outage	1,183,058
Water Tank Refurbishment	475,000
Plant O&M Projects	375,000
Insurance Risk Mitigation	140,000
ARC Flash Study	120,000
HVAC Parts Replacement	75,000
High Energy Piping Inspection	50,000
Gas Plants Shared	34,911



LEC – FY26 *Proposed* Budget - Projects (cont.)

Capital Projects	\$5,024,831
FX Turbine Upgrade	3,059,831
AT&T ECN Circuit Migration to Fiber	1,250,000
Clarifier Tank Refurbishment	375,000
Steam Turbine Drain Tank Replacement	250,000
Civil/Structural Plant Improvements	80,000
Vehicles	10,000
Maintenance Reserve	\$2,852,472
Reserve Funding	2,852,472
Use of Maintenance Reserve Collections	(\$2,985,000)
Plant Projects	(1,120,000)
HRSG	(145,000)
Steam Turbine	(1,000,000)
Combustion Turbine (Overhaul)	(720,000)
Estimated FY26 LEC Maintenance Reserve Ending Balance	\$4,767,327

Legislative & Regulatory



Legislative & Regulatory – FY26 *Proposed* Budget

	FY2024 Approved Budget	FY2025 Approved Budget	FY2026 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
Legislative	992,614	985,459	1,082,459	97,000	9.84%
Regulatory	339,083	369,563	390,563	21,000	5.68%
Western	180,057	211,510	211,510	0	0.00%
Customer Programs	232,100	217,785	97,785	(120,000)	-55.10%
Total Operational Budget	1,743,854	1,784,317	1,782,317	(2,000)	-0.11%
Labor	1,978,630	1,923,154	2,095,032	171,878	8.94%
Other (A&G, Occupancy Costs)	706,846	729,204	758,266	29,062	3.99%
Less: Interest Income	15,348	15,348	15,348	0	0.00%
Net Cost to Participants	4,413,982	4,421,327	4,620,267	198,940	4.51%

Power Management



Power Management – FY26 *Proposed* Budget

	FY2024 Approved Budget	FY2025 Approved Budget	FY2026 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
Power Management ¹	836,573	1,101,043	1,329,550	228,507	20.75%
Labor	9,017,160	10,056,542	11,350,220	1,293,678	12.86%
Other (A&G, Occupancy Costs)	2,506,176	5,776,396	3,096,163	(2,680,233)	-46.40%
Less: Interest Income	36,832	37,650	37,650	0	0.00%
Net Cost to Participants	12,323,077	16,896,331	15,738,283	(1,158,048)	-6.85%

¹Power Management consists of Administration, Dispatch & Scheduling, Pooling & Portfolio Management, and Industry Restructuring.



Power Management – FY26 *Proposed* Budget cont'd

	FY2024 Approved Budget	FY2025 Approved Budget	FY2026 <i>Proposed</i> Budget	Increase / (Decrease)
Net Cost to Participants	12,323,077	16,896,331	15,738,283	(1,158,048)
Less: PM Service Revenue	2,591,866	2,885,930	2,946,574	60,644
Adjusted PM Cost	9,731,211	14,010,401	12,791,709	(1,218,692)

PM revenue assumptions:

- ✓ San Jose Clean Energy - \$797,590
- ✓ East Bay Community Energy - \$737,608
- ✓ Placer County Water Agency - \$493,452
- ✓ Merced Irrigation District - \$475,176
- ✓ Sonoma Clean Power - \$205,000
- ✓ Lodi Strategic Reserve - \$200,000
- ✓ Nevada Irrigation District - \$37,748

Executive & Administrative Services

Exec. & Admin Services – FY26 *Proposed* Budget

	FY2024 Approved Budget	FY2025 Approved Budget	FY2026 <i>Proposed</i> Budget	Increase / (Decrease)	% Change
General Manager	556,100	537,100	537,100	0	0.0%
NERC Compliance	132,050	77,850	76,400	(1,450)	-1.1%
General Counsel	1,750,350	1,836,620	2,016,620	180,000	10.3%
AGM Admin Services	118,100	115,600	115,600	0	0.0%
Accounting & Finance	228,200	232,240	219,350	(12,890)	-5.6%
Information Services	1,553,095	2,118,761	2,182,361	63,600	4.1%
Human Resouces	328,250	318,550	236,850	(81,700)	-24.9%
Risk Management	2,047,997	2,301,727	2,474,126	172,399	8.4%
Facilities	778,594	4,346,944	757,889	(3,589,055)	-461.0%
Labor	11,538,798	12,989,290	14,168,489	1,179,199	10.2%
Less: Third Party Revenue	17,500	65,500	65,500	0	0.0%
Net Cost	19,014,034	24,809,182	22,719,285	(2,089,897)	-11.0%

Staffing, Salaries & Benefits

Staffing FTE Count – FY26 *Proposed* Budget

	FY2021 Approved Budget	FY2022 Approved Budget	FY2023 Approved Budget	FY2024 Approved Budget	FY2025 <i>Proposed</i> Budget	FY2026 <i>Proposed</i> Budget	Increase / (Decrease)
FTEs	169	169	169	169	170	170	0
Casual (Interns)	2.23	2.23	2.85	3.77	3.69	3.69	0.00
	171	171	172	173	174	174	0.00

Per [AB2561](#)

	Allocation	Vacancies	% Open
Unrepresented	106	3	2.83%
IBEW	52	3	5.77%
HEA	12	1	8.33%
Total	170		

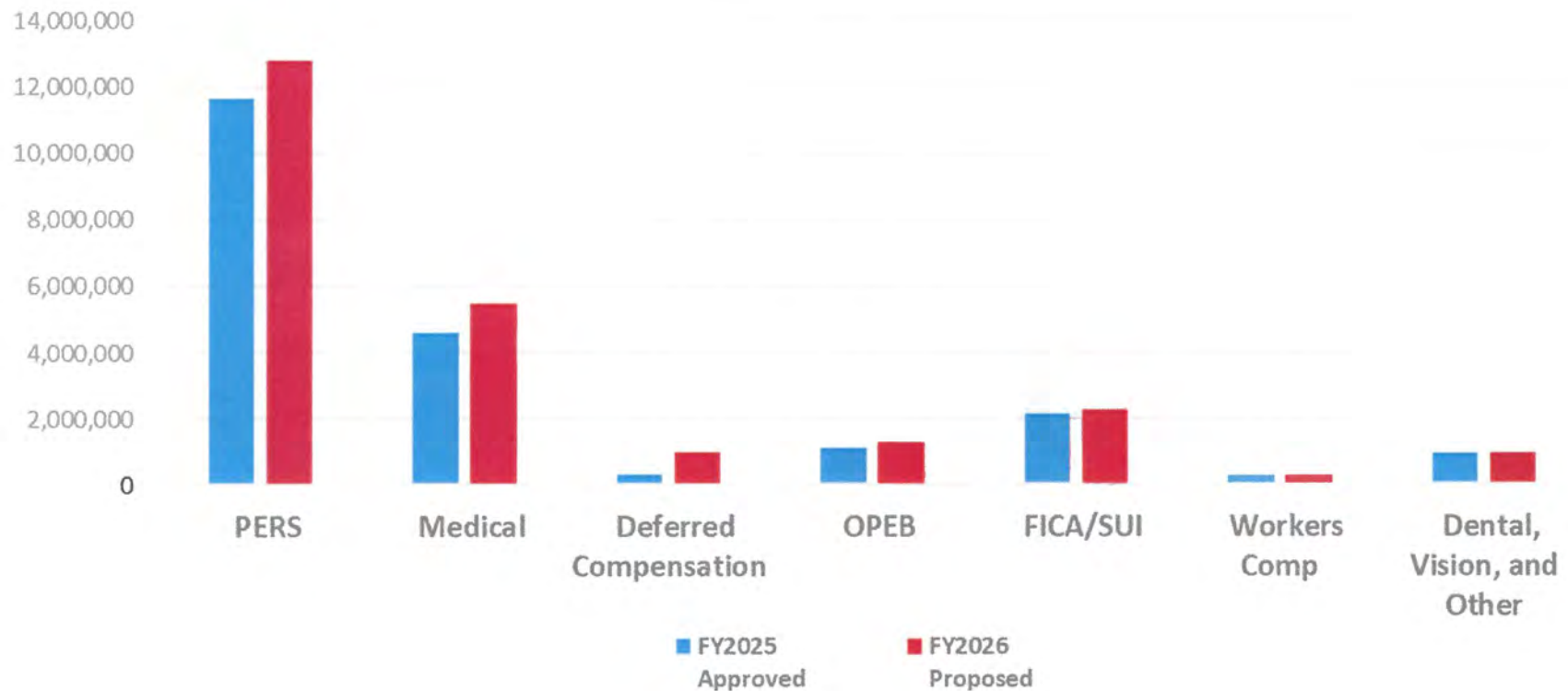
As of 3/19/25



Salaries – FY26 *Proposed* Budget

	FY2025 Approved	FY2026 <i>Proposed</i>		Increase	% Change
Salaries	27,923,276	29,194,362	↓	1,271,086	4.55%
Merit & Salary Adjs.	484,506	825,894	↓	341,388	70.46%
Overtime	2,582,236	3,031,285		449,049	17.39%
Misc Pays	365,344	389,380		24,036	6.58%
Vacation Sell Back	0	344,154		NEW	
Total Salaries	31,355,362	33,785,075	↓	2,429,713	7.75%

Benefits – FY26 *Proposed* Budget





Salaries & Benefits – FY26 *Proposed* Budget

	FY2025 Approved	FY2026 <i>Proposed</i>	
Labor Total	52,359,813	57,805,132	↓
Budget (net of Revs)	566,052,051	506,207,749	
% of Labor	9.25%	11.42%	

Next Steps– FY26 *Proposed* Budget

- Final budget adjustments/allocations
 - Reductions in Salaries & Benefits
 - Addition of Decommissioning Reserve collections
 - CT1 and LEC
 - Misc. adjustments across the Agency
- Final budget reviews
 - Facilities (April 2)
 - LEC PPC (April 7)
 - UD's (April 10)
- Commission Approval (April 24)

FY2026 Budget Summary Overview

Questions?