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Commission Minutes

To: NCPA Commission
From: Carrie Pollo, Assistant Secretary to the Commission
Subject: NCPA Commission Meeting – March 27, 2025

1. *Call Meeting to Order and Introductions*

Chair James “Bo” Sheppard called the meeting to order at 9:34 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 February 20, 2025 Commission Meeting*

Motion: A motion was made by Sudhanshu Jain, and seconded by Pauline Roccucci to approve the minutes of the February 20, 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			X
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.

Kelly Gerkensmeyer, with CCWD, introduced himself as a member of the public. He attended this meeting to express his appreciation on the progress regarding a new CCWD Power Purchase Agreement between NCPA and CCWD. CCWD welcomes the opportunity to work together with NCPA on this new agreement. Kelly also stated that CCWD would like to provide a depository site for the removal of the Beaver Creek sediment/debris.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

- Randy thanked CCWD's Kelly Gerkensmeyer for attending today's Commission meeting.
 - Had meetings in Washington, DC regarding federal funding for WAPA and BOR.
 - Testified at the Utilities and Energy Informational Hearing on Utility Wildfire Spending regarding liability boundaries and affordability.
 - Also testified at the Senate Hearing on Pathways regarding SB-540.
 - Montana, Nevada, and Idaho have all passed bills regarding wildfire liability limitations. Wyoming, Oregon, Washington, and Arizona are also currently working on bills for this as well.
 - The Utility Directors' Retreat was held March 12 – 14, 2025 in Healdsburg.
 - 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 Member meetings with the City of Ukiah and Healdsburg.
 - Held a Special LEC PPC meeting regarding the Hydrogen Project. There was a great turnout for this meeting with lots of discussion on modeling of the project.
- During the General Manager's update Yuliya Shmidt, with BART, joined the meeting via teleconference.

4. Executive Committee

Chair Sheppard reported the Executive Committee met prior to the Commission meeting today. A quorum of the Committee was established. During the meeting Closed Session items were discussed as well as the General Manager and General Counsel updates. The next Executive Committee meeting is scheduled on April 24, 2025.

5. Facilities Committee

Power Management Assistant General Manager, Tony Zimmer, reported the Facilities Committee met on March 5, 2025. A quorum of the Committee was established. During that meeting the Committee discussed items 14 – 19 on the Consent Calendar and item 20 under Discussion/Action. The Committee was supportive of the above-mentioned items. The next Facilities Committee meeting is scheduled on April 2, 2025.

6. Finance Committee

Administrative Services Assistant General Manager, Monty Hanks reported that the Finance Committee has not met since the last Commission meeting. The next meeting of the Finance Committee will be on May 6, 2025.

7. Legal Committee

General Counsel Jane Luckhardt reported the Legal Committee met on March 6, 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 has not met since the last Commission meeting. The annual NCPA/NWPPA Federal Policy Conference will be held April 27 – May 1, 2025 at the Willard Hotel and on Capitol Hill in Washington, DC. NCPA looks forward to advancing key federal issues related to the Lodi Energy Center Hydrogen Project and protecting the hydrogen hub program at DOE—as well as addressing the impacts of staffing reductions at WAPA and the Bureau of Reclamation, which are seriously impacting the ability of these agencies to operate the federal power program. The room block for the Federal Policy Conference expires on March 31, 2025.

This week, NCPA has joined a broad coalition of interests in a round of state legislative meetings with members of the California Senate Energy and Utilities Committee to encourage committee action on the state's Pathways legislation. The bill, SB 540, has been introduced by Committee Chair Josh Becker of Palo Alto. The bill was slated to come before the committee on April 7, 2025 however, that date has been pushed back. It was clear from this week's round of meetings that committee members are broadly supportive of moving the bill forward.

9. Members' Announcements & Meeting Reporting

Dan Beans, Utility Director with the City of Roseville, announced that the APPA Lineman's Rodeo is taking place this weekend at The Grounds, from March 28 – 30, 2025. He asked everyone to please come and attend if you can. Friday evening March 28, will be family night from 5:00 – 9:00 pm. The opening ceremonies are March 29, beginning at 7:00 am.

Nick Zettel, Utility Director with the City of Redding, went to the Bond Market for \$70 million dollars' worth of bonds for a Wildfire Infrastructure Project in Redding. The bond buyers are very skiddish and have no interest in California. Nick struggled to get full issue of the bonds. The city may receive a negative on their bond rating or a downgrade.

Sudhanshu Jain, Council Member with the City of Santa Clara, announced that Manuel Pineda will be leaving SVP and going to the City of San Jose. Nico Procos will be filling in during the interim. A national solicitation is out for Manuel's position.

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. Palo Alto and Redding abstained from item 19.

Motion: A motion was made by Sudhanshu Jain, and seconded by Pauline Roccucci to approve the Consent Calendar consisting of Agenda Items 10 through 19. 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			X
Palo Alto	Y	19	

Port of Oakland	Y		
Redding	Y	19	
Roseville	Y		
Santa Clara	Y		
Shasta Lake	Y		
Truckee Donner	Y		
Ukiah			X
Plumas-Sierra	Y		

10. ***NCPA's Financials for the Month Ended January 31, 2025*** – accept by all members.

11. ***NCPA's Financials for the Month Ended February 28, 2025*** – accept by all members.

12. ***Treasurer's Report for the Month Ended January 31, 2025*** – accept by all members.

13. ***Treasurer's Report for the Month Ended February 28, 2025*** – accept by all members.

14. ***Resolution 25-38, Coffman Engineers, Inc. – Five Year Multi-Task Professional Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task 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.

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

15. ***Resolution 25-39, MP Environmental Services, Inc. – Second Amendment to Five Year Multi-Task General Services Agreement; Applicable to the following: All NCPA Facilities*** – 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 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.

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.

16. ***Resolution 25-40, Epidendio Construction, Inc – 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 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.

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.

- 17. Resolution 25-41, Brian Davis dba Northern Industrial Construction – 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 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.

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.

- 18. Resolution 25-42, Brenntag Pacific, Inc. – Five-Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies; Applicable to the following: All NCPA Facilities –** adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with 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.

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

- 19. Resolution 25-43, Amendment to Exhibit A of the Third Phase Agreement for Renewable Power Purchase Agreement with Grace Orchard Energy Center, LLC –** adopt resolution by all members 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.

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.

INFORMATIONAL ITEMS

- 20. Proposed Annual Budget Review for Fiscal Year 2026 –** status report, budget preview and presentation for this year's preparation.

Assistant General Manager/CFO Monty Hanks gave a presentation outlining the budget process and timeline, what the proposed budget includes, major drivers of budget changes, salaries and benefits, power supply, Power Management revenues, and new challenges and pressures impacting the overall budget. The review included overall budgets for Generation Resources and Transmission (including each plant individually), Power Management, Executive & Administrative Services, and staffing which included

salaries and benefits. Staff will seek Commission approval at the April Commission meeting.

Non-essential Members and NCPA Staff left the meeting for Closed Session Items 21 and 22.

CLOSED SESSION ITEMS

Chair Sheppard asked General Counsel to move the Commission into Closed Session at 11:15 am to discuss the Closed Session items. General Counsel Jane Luckhardt took the Commission into Closed Session.

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

22. CONFERENCE WITH LEGAL COUNSEL – Pursuant to Government Code Section 54956.9 – Pending Litigation:

Pacific Gas and Electric Company,
Docket No. ER19-13-000, et al.
Docket No. ER19-1816-000, et al.
Docket No. ER20-2265-000, et al.
Consolidated
Pacific Gas and Electric Company, Docket No. ER24-96-000
Pacific Gas and Electric Company, Docket No. ER24-529-000

OPEN SESSION

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the public meeting at 11:57 am.

REPORT FROM CLOSED SESSION

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

NEW BUSINESS

No new business was discussed.

ADJOURNMENT

The March 27, 2025 Commission meeting was adjourned at 11:58 am by Chair Sheppard.

Respectfully submitted,

//

JAMES "BO" SHEPPARD
Commission Chair

Prepared by,

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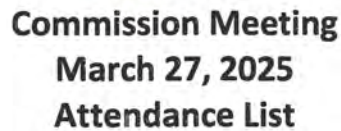
CARRIE A. POLLO
Assistant Secretary to the Commission



Commission Meeting
March 27, 2025
COMMISSIONERS
Attendance List

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

MEMBER	NAME
1 – ALAMEDA	<i>W. N.</i>
2 – BART	<i>Yuliya Schmidt</i>
3 – BIGGS	<i>Bo Sheppard</i>
4 – GRIDLEY	<i>Eliisa Arteaga</i>
5 – HEALDSBURG	<i>David Hagele</i>
6 – LODI	<i>Melissa Price</i>
7 – LOMPOC	<i>Brad Wilkie</i>
8 – PALO ALTO	<i>Greg Scharff</i>
9 – PLUMAS SIERRA REC	<i>Harry Price</i>
10 – PORT OF OAKLAND	<i>Andre Basler</i>
11 – REDDING	<i>Erin Mesner</i>
12 – ROSEVILLE	<i>Paulina Baccucci</i>
13 – SANTA CLARA	<i>Sue's Jim</i>
14 – SHASTA LAKE	<i>James Takekara</i>
15 – TRUCKEE DONNER	<i>Tared Carpenter</i>
16 – UKIAH	

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3

SUPPORT SERVICES PROGRAM STATUS REPORT

April 15, 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

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
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.
0347	City of Palo Alto	4/10/25	\$ 76,860.00	Cool the Earth; EV education including EV and Ebike webinars and shows and discount programs through CY25.
0345	City of Palo Alto	1/29/25	\$ 17,965.00	Aspen Environmental; natural gas regulatory services in CY25.
0344	City of Santa Clara	3/28/25	\$ 144,820.00	ADM Associates; EMV of FY23 and FY24 C&I Energy Efficiency Programs.
0342	City of Palo Alto	4/2/25	\$ 75,640.00	Plug in America; EV workshops and showcases in CY2025 to raise awareness and encourage EV adoption and clean mobility.
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.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0335	City of Roseville	9/9/24	\$ 53,272.00	Richard Heath & Associates, Inc.; Technical advisory and analysis services related to DSM programs.
0334	City of Lompoc	8/8/24	\$ 8,875.00	Intuitive Group; Grant related services including funding research, proposal development, application writing and support related to electric infrastructure upgrades, grid resiliency, energy efficiency, wildfire/hazard mitigation, and EV charging for balance of CY2024.
0332	City of Santa Clara	7/11/24	\$ 83,985.00	Frontier Energy, Inc.; Provide up to 20 EE commercial food service site audits.
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.
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.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
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.
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 9/14/27.
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.
0253	City of Palo Alto	7/26/22	\$ 29,250.00	D+R International; provide network access via Qmerit to EV vetted local contractors to install EV chargers and conduct electric panel upgrades. Includes White Label Package/standard reporting.
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.
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.

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

COMMISSION MEETING DATE: April 24, 2025

SUBJECT: March 31, 2025 Financial Report (unaudited)

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth <i>[Signature]</i>	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>		
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RECOMMENDATION:

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

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the April 24, 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 March 31, 2025 financial reports are also included.

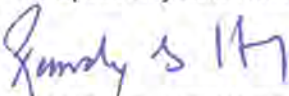
FISCAL IMPACT:

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:

- March 31, 2025 Financial Report

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

**Schedule of Disbursements
(Unaudited)**

For the Month of March 2025

Operations:

Geothermal	\$ 1,209,827
Hydroelectric	2,134,794
CT#1 Combustion Turbines	218,784
CT#2 STIG	58,811
Lodi Energy Center	5,215,597
NCPA Operating	<u>38,848,782</u>
Total	<u>\$ 47,686,595</u>

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

PERCENT OF
YEAR ELAPSED
75%

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
GENERATION RESOURCES					
NCPA Plants					
Hydroelectric					
Other Plant Cost	\$ 2,772,231	\$ 28,270,435	\$ 40,231,090	70%	
Debt Service (Net)	1,534,669	13,812,021	18,416,028	75%	
Annual Budget Cost	4,306,900	42,082,456	58,647,118	72%	
Geothermal					
Other Plant Cost	4,527,309	35,203,149	47,043,119	75%	
Debt Service (Net)	-	-	-	N/A	
Annual Budget Cost	4,527,309	35,203,149	47,043,119	75%	
Combustion Turbine No. 1					
Fuel	46,096	682,566	718,046	95%	(a)
Other Plant Cost	440,195	4,247,713	4,733,429	90%	(b)
Annual Budget Cost	486,291	4,930,279	5,451,475	90%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	449	387,016	1,180,587	33%	
Other Plant Cost	421,533	3,597,775	5,093,732	71%	
Debt Service (Net)	-	421,313	421,313	100%	(c)
Annual Budget Cost	421,982	4,406,104	6,695,632	66%	
Lodi Energy Center					
Fuel	1,480,073	27,074,992	77,589,905	35%	
Other Plant Cost	3,875,381	30,797,215	54,644,498	56%	
Debt Service (Net)	2,168,156	19,513,401	26,017,868	75%	
Annual Budget Cost	7,523,610	77,385,608	158,252,271	49%	
Member Resources - Energy	6,279,514	60,514,647	53,765,565	113%	(d)
Member Resources - Energy (Customer)	4,725	42,136	-	N/A	
Member Resources - Natural Gas	249,256	5,396,730	5,432,402	99%	(e)
Western Resources	1,083,832	10,890,932	23,246,095	47%	
Market Power Purchases	5,008,755	34,374,230	48,565,629	71%	
Load Costs - CAISO	22,848,262	267,395,212	545,184,045	49%	
Load Costs - CAISO (Customer)	(2,923)	5,208,817	-	N/A	
Net GHG Obligations	-	2,648,270	2,108,011	126%	(f)
	52,737,513	550,478,570	954,391,362	58%	
TRANSMISSION					
Independent System Operator					
Grid Management Charge	\$265,108	\$2,189,263	2,572,012	85%	(g)
Wheeling Access Charge	17,405,657	124,296,152	155,004,333	80%	(h)
Ancillary Services	639,879	3,417,793	4,577,450	75%	
Other ISO Charges/(Credits)	430,516	(349,411)	2,549,026	-14%	(i)
	18,741,160	129,553,797	164,702,821		
Independent System Operator (Customer)	48,302	(1,866,121)	-		
	18,789,462	127,687,676	164,702,821	78%	

Management Services continued on next page

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

PERCENT OF
YEAR ELAPSED
75%

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
<u>MANAGEMENT SERVICES</u>					
Legislative & Regulatory					
Legislative Representation	180,582	1,633,135	2,361,093	69%	
Regulatory Representation	68,702	515,920	828,799	62%	
Western Representation	44,557	327,827	599,235	55%	
Customer Programs	39,680	406,745	666,457	61%	
Judicial Action	133,491	1,185,075	1,240,000	96%	(j)
Power Management					
System Control & Load Dispatch	1,029,989	8,401,729	11,749,989	72%	
Forecasting, Planning, Prescheduling & Trading	249,861	2,198,491	3,242,955	68%	
Industry Restructuring & Regulatory Affairs	31,188	253,795	427,756	59%	
Contract Admin, Interconnection Svcs & External Affairs	108,954	967,257	1,304,749	74%	
Gas Purchase Program	4,297	43,215	86,207	50%	
Market Purchase Project	7,168	63,245	124,392	51%	
Energy Risk Management					
Settlements	43,111	174,354	175,918	99%	(k)
Integrated Systems Support	82,175	652,656	1,217,204	54%	
Participant Pass Through Costs	65,730	386,596	704,665	55%	
Support Services	99,412	1,114,087	1,967,542	57%	
	147,630	1,276,127	147,285	N/A	
	2,336,527	19,600,254	26,844,246	73%	
TOTAL ANNUAL BUDGET COST					
	73,863,502	697,766,500	1,145,938,429	61%	
<u>LESS: THIRD PARTY REVENUE</u>					
Plant ISO Energy Sales	6,071,159	95,572,093	217,597,296	44%	(l)
Member Resource ISO Energy Sales	2,903,569	39,559,436	44,226,716	89%	(m)
Member Owned Generation ISO Energy Sales	6,151,563	91,908,391	156,157,708	59%	
Revenue from Customers	(189,758)	(6,364,283)	-	N/A	
Customer Owned Generation ISO Energy Sales	143,449	645,489	1,469,256	44%	(n)
NCPA Contracts ISO Energy Sales	2,208,394	16,826,633	50,551,647	33%	(n)
Western Resource Energy Sales	1,525,170	19,437,742	41,304,601	47%	(n)
Load Energy Sales	1,210,520	4,918,123	-	N/A	
Ancillary Services Sales	92,057	2,085,296	6,817,168	31%	(o)
Transmission Sales	9,198	82,782	110,376	75%	
PM Service Revenue	241,146	2,160,081	2,885,924	75%	
Western Credits, Interest and Other Income	5,287,243	51,337,982	58,618,398	88%	(p)
	25,653,710	318,169,765	579,739,090	55%	
NET ANNUAL BUDGET COST TO PARTICIPANTS					
	\$ 48,209,792	\$ 379,596,735	\$ 566,199,339	67%	

Notes continued on next page

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

PERCENT OF YEAR ELAPSED 75%

NOTES:

- (a) Increased fuel purchases due to higher year to date generation compared to budget.
- (b) Increased O&M costs and CAISO Charges due to higher generation.
- (c) Final debt payment for CT2 on August 1st. No further payment for remainder of fiscal year.
- (d) Increased due to unbudgeted member resource purchases.
- (e) Increased due to higher member purchases and larger than budgeted cost spread.
- (f) Increased due to higher than budgeted member purchases and unbudgeted customer purchases.
- (g) Increased due to higher than budgeted CAISO Market Services and System Operations charges.
- (h) Increased due to higher than budgeted Voltage Wheeling charges.
- (i) Decreased costs due to higher than budgeted ISO Imbalance Energy and Other Revenue.
- (j) Increased due to unbudgeted outside service costs associated with ISO Tariff Rates & Amendment litigation and higher than budgeted costs for FERC Rate Cases.
- (k) Increased due to budgeted training costs incurred in first half of the year.
- (l) Decreased due to lower generation and lower market prices.
- (m) Increased due to higher than budgeted member contract sales to CAISO.
- (n) Actual LMP price has been lower than budget on average by 37.00%.
- (o) Decreased due to lower volume of ancillary service awards to LEC and Hydro.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	March	
	2025	2024
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 49,226	\$ 64,360
Investments	41,916	32,142
Accounts receivable		
Participants	8	10
Other	951	1,164
Interest receivable	1,267	937
Inventory and supplies	7,029	6,787
Prepaid expenses	5,900	4,186
TOTAL CURRENT ASSETS	106,297	109,586
RESTRICTED ASSETS		
Cash and cash equivalents	52,008	63,710
Investments	229,292	203,931
Interest receivable	51	59
TOTAL RESTRICTED ASSETS	281,351	267,700
ELECTRIC PLANT		
Electric plant in service	1,606,417	1,604,779
Less: accumulated depreciation & amortization	(1,178,942)	(1,141,725)
	427,475	463,054
Construction work-in-progress	2,387	1,672
TOTAL ELECTRIC PLANT	429,862	464,726
OTHER ASSETS		
Regulatory assets	134,757	145,803
Preliminary survey and investigation costs	6	-
Investment in associated company	265	265
TOTAL ASSETS	952,538	988,080
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	43	351
Pension and OPEB deferrals	29,466	25,345
Asset retirement obligations	63,764	62,340
TOTAL DEFERRED OUTFLOWS OF RESOURCES	93,273	88,036
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,045,811	\$ 1,076,116

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	March	
	2025	2024
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 36,485	\$ 35,931
Member advances	1,316	1,218
Operating reserves	34,674	27,806
Current portion of long-term debt	33,082	55,778
Accrued interest payable	5,507	5,962
TOTAL CURRENT LIABILITIES	111,064	126,695
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	62,715	56,556
Operating reserves and other deposits	194,199	170,625
Asset retirement obligations	76,599	73,325
Long-term debt, net	461,017	496,994
TOTAL NON-CURRENT LIABILITIES	794,530	797,500
TOTAL LIABILITIES	905,594	924,195
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	94,797	96,155
Pension and OPEB deferrals	1,668	2,112
TOTAL DEFERRED INFLOWS OF RESOURCES	96,465	98,267
NET POSITION		
Net investment in capital assets	(50,823)	(72,740)
Restricted	23,002	37,352
Unrestricted	71,573	89,042
TOTAL NET POSITION	43,752	53,654
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,045,811	\$ 1,076,116

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

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

UNAUDITED

	For the Nine Months Ended March,	
	2025	2024
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 390,722	\$ 408,593
Other Third-Party	143,231	201,669
TOTAL OPERATING REVENUES	533,953	610,262
OPERATING EXPENSES		
Purchased power	206,536	261,646
Operations	84,685	93,790
Transmission	142,520	134,469
Depreciation & amortization	23,248	23,034
Maintenance	39,300	27,131
Administrative and general	25,184	21,719
TOTAL OPERATING EXPENSES	521,473	561,789
NET OPERATING REVENUES	12,480	48,473
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(11,879)	(14,059)
Interest income	18,229	22,668
Other	4,202	5,897
TOTAL NON OPERATING EXPENSES	10,552	14,506
FUTURE RECOVERABLE AMOUNTS	(2,887)	(19,336)
REFUNDS TO PARTICIPANTS	(13,505)	(16,344)
INCREASE (DECREASE) IN NET POSITION	6,640	27,299
NET POSITION, Beginning of year	37,112	26,355
NET POSITION, Period ended	\$ 43,752	\$ 53,654

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

March 31, 2025										
	GENERATING & TRANSMISSION RESOURCES							Purchased Power & Transmission	Associated Member Services	Other Agency
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One				
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	\$ -	\$ -	\$ -	\$ -	\$ 138	\$ -	\$ -	\$ -	\$ 901	\$ 48,186
Investments	-	-	-	-	-	-	-	-	-	41,916
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	-	8
Other	-	-	-	-	-	-	-	70	-	881
Interest receivable	169	301	-	-	45	-	-	85	(1)	668
Inventory and supplies	1,809	1,319	330	491	3,080	-	-	-	-	-
Prepaid expenses	938	928	2	105	1,326	-	-	95	(194)	2,700
Due from Agency and other programs*	18,850	5,284	2,540	3,424	22,034	-	-	21,010	5,410	(78,552)
TOTAL CURRENT ASSETS	21,766	7,832	2,873	4,020	26,623	-	-	21,260	6,116	15,807
RESTRICTED ASSETS										
Cash and cash equivalents	13	2,835	1,753	-	4,855	-	-	20,517	-	22,035
Investments	34,714	59,051	-	-	40,466	-	-	20,701	-	74,360
Interest receivable	-	-	-	-	51	-	-	-	-	-
TOTAL RESTRICTED ASSETS	34,727	61,886	1,753	-	45,372	-	-	41,218	-	96,395
ELECTRIC PLANT										
Electric plant in service	580,646	395,800	65,470	39,041	448,084	7,736	-	61,427	1,178	7,035
Less: accumulated depreciation & amortization	(559,565)	(326,184)	(64,472)	(36,014)	(164,368)	(7,736)	-	(14,303)	(1,027)	(5,273)
	21,081	69,616	998	3,027	283,716	-	-	47,124	151	1,762
Construction work-in-progress	-	-	-	-	-	-	-	-	-	2,387
TOTAL ELECTRIC PLANT	21,081	69,616	998	3,027	283,716	-	-	47,124	151	4,149
OTHER ASSETS										
Regulatory assets	-	68,562	-	-	27,020	-	-	-	-	39,175
Preliminary survey and investigation costs	-	-	-	-	-	-	-	-	-	6
Investment in associated company	-	-	-	-	-	-	-	-	-	265
TOTAL ASSETS	77,574	207,896	5,624	7,047	382,731	-	-	109,602	6,267	155,797
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	-	-	-	-	43	-	-	-	-	-
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	-	29,466
Asset retirement obligations	63,367	-	186	-	211	-	-	-	-	-
TOTAL DEFERRED OUTFLOWS OF RESOURCES	63,367	-	186	-	254	-	-	-	-	29,466
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 140,941	\$ 207,896	\$ 5,810	\$ 7,047	\$ 382,985	\$ -	\$ -	\$ 109,602	\$ 6,267	\$ 185,263

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

March 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	\$ 680	\$ 251	\$ -	\$ 1	\$ 1,169	\$ -	\$ 25,551	\$ -	\$ 8,833	\$ 36,485
Member advances	791	-	-	-	-	-	-	525	-	1,316
Operating reserves	4,604	250	617	4,598	24,605	-	-	-	-	34,674
Current portion of long-term debt	-	12,435	10	-	14,656	-	5,915	-	66	33,082
Accrued interest payable	-	1,495	(33)	-	4,045	-	-	-	-	5,507
TOTAL CURRENT LIABILITIES	6,075	14,431	594	4,599	44,475	-	31,466	525	8,899	111,064
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	62,715	62,715
Operating reserves and other deposits	1,500	48,522	1,743	-	133	-	42,865	2,223	97,213	194,199
Asset retirement obligations	76,202	-	186	-	211	-	-	-	-	76,599
Long-term debt, net	-	132,134	553	-	287,053	-	41,209	-	68	461,017
TOTAL NON-CURRENT LIABILITIES	77,702	180,656	2,482	-	287,397	-	84,074	2,223	159,996	794,530
TOTAL LIABILITIES	83,777	195,087	3,076	4,599	331,872	-	115,540	2,748	168,895	905,594
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	38,780	7,001	2,441	3,243	37,576	-	-	150	5,606	94,797
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	1,668	1,668
TOTAL DEFERRED INFLOWS OF RESOURCES	38,780	7,001	2,441	3,243	37,576	-	-	150	7,274	96,465
NET POSITION										
Net investment in capital assets	21,081	(74,142)	681	3,026	(5,638)	-	-	151	4,018	(50,823)
Restricted	-	9,395	1,786	-	11,821	-	-	-	-	23,002
Unrestricted	(2,697)	70,553	(2,174)	(3,821)	7,354	-	(5,938)	3,218	5,076	71,573
TOTAL NET POSITION	18,384	5,808	293	(795)	13,537	-	(5,938)	3,369	9,094	43,752
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 140,941	\$ 207,896	\$ 5,810	\$ 7,047	\$ 382,985	\$ -	\$ 109,602	\$ 6,267	\$ 185,263	\$ 1,045,811

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 Nine Months Ended March 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	\$ 12,577	\$ 24,900	\$ 3,545	\$ 2,667	\$ 36,505	\$ -	\$ 287,852	\$ 21,179	\$ 1,497	\$ 390,722
Other Third-Party	27,714	20,224	1,153	2,310	48,432	-	40,999	2,399	-	143,231
TOTAL OPERATING REVENUES	40,291	45,124	4,698	4,977	84,937	-	328,851	23,578	1,497	533,953
OPERATING EXPENSES										
Purchased power	1,821	2,112	209	521	2,356	-	199,517	-	-	206,536
Operations	16,099	3,760	2,727	1,349	44,933	-	4,869	10,948	-	84,685
Transmission	200	195	56	66	369	-	141,631	3	-	142,520
Depreciation & amortization	2,156	7,158	2,827	224	10,619	-	-	100	164	23,248
Maintenance	14,304	17,466	361	2,081	4,842	-	-	246	-	39,300
Administrative and general	6,163	4,422	498	827	5,635	-	-	9,203	(1,564)	25,184
Intercompany (sales) purchases, net*	(841)	298	55	100	397	-	-	(9)	-	-
TOTAL OPERATING EXPENSES	39,902	35,411	6,733	5,168	69,151	-	346,017	20,491	(1,400)	521,473
NET OPERATING REVENUES	389	9,713	(2,035)	(191)	15,786	-	(17,166)	3,087	2,897	12,480
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(23)	(2,923)	143	-	(9,076)	-	-	-	-	(11,879)
Interest income	3,762	2,310	130	96	2,299	-	3,168	204	6,260	18,229
Other	639	532	-	5	3,174	-	(528)	36	344	4,202
TOTAL NON OPERATING (EXPENSES) REVENUES	4,378	(81)	273	101	(3,603)	-	2,640	240	6,604	10,552
FUTURE RECOVERABLE AMOUNTS	914	(4,861)	2,220	-	(1,160)	-	-	-	-	(2,887)
REFUNDS TO PARTICIPANTS	(8)	(192)	(735)	(220)	(356)	-	(3,774)	(3,688)	(4,532)	(13,505)
INCREASE (DECREASE) IN NET POSITION	5,673	4,579	(277)	(310)	10,667	-	(18,300)	(361)	4,969	6,640
NET POSITION, Beginning of year	12,711	1,229	570	(485)	2,870	-	12,362	3,730	4,125	37,112
NET POSITION, Period ended	\$ 18,384	\$ 5,808	\$ 293	\$ (795)	\$ 13,537	\$ -	\$ (5,938)	\$ 3,369	\$ 9,094	\$ 43,752

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
March 31, 2025

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 959,672
PAST DUE:			
1 - 30			
31 - 60			
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 959,672</u>

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 March 2025

Operations:

Geothermal	\$ 1,209,827
Hydroelectric	2,134,794
CT#1 Combustion Turbines	218,784
CT#2 STIG	58,811
Lodi Energy Center	5,215,597
NCPA Operating	<u>38,848,782</u>
Total	<u>\$ 47,686,595</u>



Commission Staff Report

COMMISSION MEETING DATE: April 24, 2025

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

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth <i>S.A.</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 Treasurer's Report for March 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 \$1,491,968 of which approximately \$1,673 was applicable to Debt Service and \$1,490,295 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 \$366,837,600 at month end. The current market value of the portfolio totaled \$362,737,328.

The overall portfolio had a combined weighted average interest rate of 3.280% with a bond equivalent yield (yield to maturity) of 3.326%. Investments with a maturity greater than one year totaled \$172,561,000. March maturities totaled \$7,442,710 and monthly receipts totaled \$58 million. During the month \$21 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills increased 2 points from 4.31% to 4.33% and rates on one-year T-Bills decreased 3 basis points from 4.12% to 4.09%.

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

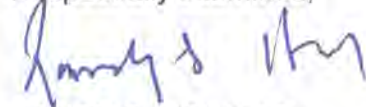
FISCAL IMPACT:

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 March 31, 2025

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

MARCH 31, 2025

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DETAIL REPORT OF INVESTMENTS	APPENDIX

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

	<u>CASH</u>	<u>INVESTMENTS</u>	<u>TOTAL</u>	<u>PERCENT</u>
NCPA FUNDS				
Operating	\$ 1,483,823	\$ 126,256,130	\$ 127,739,953	34.68%
Special Deposits	6,472	500,904	507,376	0.14%
Debt Service	1,673	26,702,734	26,704,407	7.25%
Special & Reserve	-	213,377,832	213,377,832	57.93%
	<u>\$ 1,491,968</u>	<u>\$ 366,837,600</u>	<u>\$ 368,329,568</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 362,737,328

NOTE A - Investment amounts shown at book carrying value.

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

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS							
Operating	\$ 57,458,515	\$ 331,044	\$ 4,344,005	\$ (23,913,695)	\$ (11,929,958)	\$ (25,151,099)	\$ 1,138,812
Special Deposits	789,716	1,894	-	(20,065,326)	(1,894)	19,271,264	(4,346)
Debt Service	-	-	4,783	-	(3,705,465)	3,700,593	(89)
Special & Reserve	-	560,578	3,093,922	-	(5,833,742)	2,179,242	-
	<u>\$ 58,248,231</u>	<u>\$ 893,516</u>	<u>\$ 7,442,710</u>	<u>\$ (43,979,021)</u>	<u>\$ (21,471,059)</u>	<u>\$ -</u>	<u>\$ 1,134,377</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
March 31, 2025**

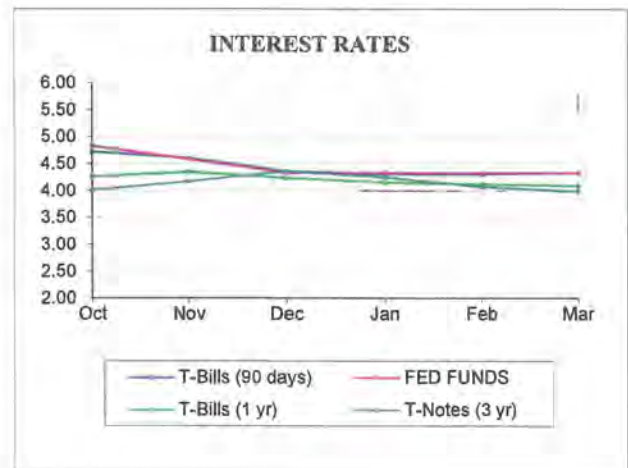
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 11,929,958	\$ (4,344,005)	\$ 1,563	\$ 1,314	\$ -	\$ 7,588,830
Special Deposits	1,894	-	-	-	-	1,894
Debt Service	3,705,465	(4,783)	85,800	-	-	3,786,482
Special & Reserve	5,833,742	(3,093,922)	76,700	577	-	2,817,097
	<u>\$ 21,471,059</u>	<u>\$ (7,442,710)</u>	<u>\$ 164,063</u>	<u>\$ 1,891</u>	<u>\$ -</u>	<u>\$ 14,194,303</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(165,954)</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ 14,028,349</u>

NOTE A -Investment amounts shown at book carrying value.

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

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	3.280%	3.326%
OPERATING FUNDS:	3.114%	3.307%
PROJECTS:		
Geothermal	2.195%	2.509%
Capital Facilities	4.510%	4.510%
Hydroelectric	3.437%	3.825%
Lodi Energy Center	3.187%	3.279%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	4.33%	5.33%
T-Bills (90da.)	4.33%	5.46%
Agency Disc (90da.)	4.21%	5.25%
T-Bills (1yr.)	4.09%	5.01%
Agency Disc (1yr.)	3.89%	4.83%
T-Notes (3yr.)	3.98%	4.38%



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

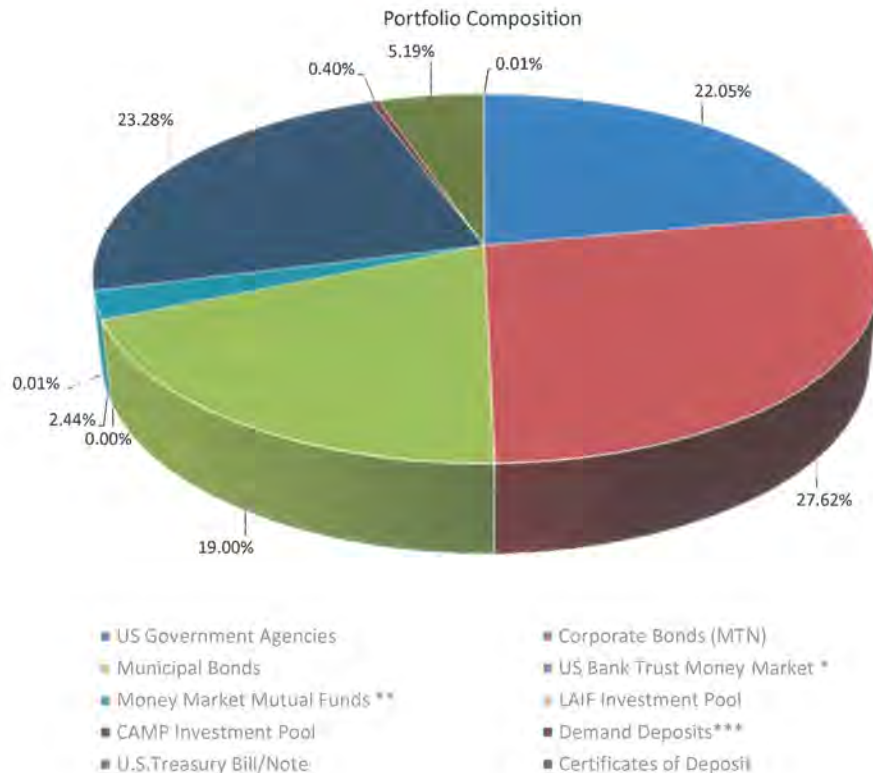
Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 13,969	\$ 7,290	\$ 15,725	\$ 15,051	\$ 18,425	\$ 11,482	\$ 81,942	22.05%
Corporate Bonds (MTN)	-	3,795	5,000	5,275	7,417	81,137	-	102,624	27.62%
Municipal Bonds	2,000	2,695	8,915	130	1,000	51,995	3,870	70,605	19.00%
US Bank Trust Money Market *	5	-	-	-	-	-	-	5	0.00%
Money Market Mutual Funds **	9,061	-	-	-	-	-	-	9,061	2.44%
LAIF Investment Pool	55	-	-	-	-	-	-	55	0.01%
CAMP Investment Pool	86,499	-	-	-	-	-	-	86,499	23.28%
Demand Deposits***	1,484	-	-	-	-	-	-	1,484	0.40%
U.S.Treasury Bill/Note	-	13,590	-	35	-	5,652	-	19,277	5.19%
Certificates of Deposit	10	-	-	-	-	-	-	10	0.01%
Total Dollars	\$ 99,114	\$ 34,049	\$ 21,205	\$ 21,165	\$ 23,468	\$ 157,209	\$ 15,352	\$ 371,562	100.00%
Total Percents	26.67%	9.16%	5.71%	5.70%	6.32%	42.31%	4.13%	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
03/31/2025

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	0	4.250		0		1	4.250	0	SYS70014	70014	0
First American Funds	USB	9,032,000	4.202		9,032,000		1	4.202	9,032,000	SYS70102	70102	9,032,000
California Asset Mgm	CMP	37,592,508	4.510	10/19/2018	37,592,508		1	4.510	37,592,508	SYS70070	70070	37,592,508
Local Agency Investm	LAIF	55,162	4.622		55,162		1	4.622	55,162	SYS70000	70000	55,162
US Bank	USB	1,483,823	0.001		1,483,823		1	0.001	1,483,823	SYS70050	70050	1,483,823
US Bank	USB	10,000	0.050	01/07/2025	10,000	04/07/2025	6	0.050	10,000	SYS30340	30340	10,000
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	75	0.730	258,011	546486BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	91	0.609	495,375	592112XC5	27642	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	91	0.990	495,745	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	91	0.787	495,370	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	92	2.145	991,020	59217GEJ4	27375	997,098
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	122	0.992	888,870	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	231	0.542	977,680	3135GA4P3	27137	1,000,668
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	265	0.825	242,473	48128GY53	27138	250,000
U.S. Treasury	USBGC	35,000	3.900	12/31/2024	33,635	12/26/2025	269	4.073	33,980	912797NU7	27907	33,980
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	294	0.699	482,765	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	330	0.500	362,918	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	2.500	02/28/2022	1,000,000	02/27/2026	332	2.248	985,420	3130AQZV8	27366	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	98,129	02/28/2026	333	4.200	100,793	17275RBC5	27480	100,927
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	342	0.800	1,066,241	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	409	1.079	482,620	91324PEC2	27230	500,382
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	422	1.250	1,637,355	06048WM31	27225	1,700,000
Met Govt Nashville &	USBGC	250,000	1.181	10/14/2021	250,000	07/01/2026	456	1.181	240,968	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	456	1.201	241,145	797356DF6	27298	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	471	1.050	480,465	57629WDE7	27247	500,941
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	501	1.272	98,003	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	503	0.875	478,735	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	503	1.150	953,110	48128G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	512	1.250	717,915	06048WN22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	531	1.227	478,335	14913R2Q9	27288	499,458
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	531	1.225	486,155	24422EV82	27294	507,196
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	545	0.900	601,404	3130ANXS4	27276	630,000
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	545	1.635	1,427,505	75951AAQ1	27292	1,497,345
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	548	1.260	488,695	70450YAD5	27293	510,067
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/09/2021	1,537,993	10/25/2026	572	1.567	1,463,893	872898AA9	27330	1,529,171
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	587	1.475	1,826,457	74460DAG4	27336	1,910,723
Federal Home Loan Ba	USBGC	50,000	2.000	12/29/2021	50,000	12/29/2026	637	1.509	48,331	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	2.000	01/28/2022	3,000,000	01/28/2027	667	1.700	2,895,870	3130AQN66	27364	3,000,000
Meia Platforms Inc.	USBGC	526,000	3.500	11/21/2022	494,240	08/15/2027	866	4.944	518,536	30303M8B1	27483	510,083



Northern California Power Agency
Treasurer's Report
03/31/2025

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
Amazon.com Inc	USBGC	600,000	3.150	09/21/2022	573,894	08/22/2027	873	4.136	586,722	023135BC9	27455	587,308
Alabama St Public Se	USBGC	500,000	5.150	01/31/2025	508,370	09/01/2027	883	4.455	510,575	0106085M5	27922	507,830
Comcast Corp	USBGC	1,000,000	7.125	06/08/2023	1,098,290	02/15/2028	1,050	4.757	1,074,090	872287AL1	27597	1,060,244
American Honda Finan	USBGC	1,000,000	2.000	06/08/2023	887,330	03/24/2028	1,088	4.848	930,280	02685WDW8	27598	929,957
Mercedes-Benz Fin. N	USBGC	750,000	4.800	04/14/2023	755,445	03/30/2028	1,094	4.634	752,303	58769JAG2	27572	753,290
Bank of NY Mellon Co	USBGC	500,000	3.850	10/30/2024	492,520	04/28/2028	1,123	4.315	494,580	06406RAH0	27828	493,418
Meta Platforms Inc.	USBGC	500,000	4.600	07/03/2023	496,500	05/15/2028	1,140	4.761	505,030	30303M8L9	27614	497,755
Honeywell Internatio	USBGC	500,000	6.625	10/30/2024	537,595	06/15/2028	1,171	4.358	531,110	438506AS6	27831	533,245
Federal Home Loan Ba	USBGC	1,000,000	4.800	06/23/2023	1,000,000	06/23/2028	1,179	4.800	989,880	3130AWE55	27606	1,000,000
Pacific Life GF	USBGC	300,000	5.500	03/06/2024	306,381	07/18/2028	1,204	4.950	309,324	6944PL2U2	27742	304,818
Guardian Life	USBGC	500,000	1.625	10/30/2024	449,285	09/16/2028	1,264	4.504	455,090	40139LBE2	27830	454,771
John Deere Capital C	USBGC	500,000	4.500	02/08/2024	500,335	01/16/2029	1,386	4.483	502,365	24422EXH7	27731	500,257
John Deere Capital C	USBGC	285,000	4.500	08/29/2024	290,104	01/16/2029	1,386	4.048	285,348	24422EXH7	27807	289,418
Bristol-Myers Squibb	USBGC	500,000	4.900	11/22/2024	506,910	02/22/2029	1,423	4.537	508,690	110122EF1	27863	506,327
Kansas St Dev Fin. A	USBGC	240,000	8.000	03/31/2025	272,503	04/01/2029	1,461	4.279	270,314	48542RJ54	27959	272,503
MassMutual Global Fu	USBGC	500,000	5.150	10/30/2024	514,295	05/30/2029	1,520	4.452	511,340	57629W4T4	27832	512,987
MassMutual Global Fu	USBGC	500,000	5.150	11/22/2024	512,285	05/30/2029	1,520	4.542	511,340	57629W4T4	27864	511,312
John Deere Capital C	USBGC	500,000	4.850	07/16/2024	503,965	05/11/2029	1,532	4.666	508,110	24422EXT1	27786	503,392
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,533	4.614	510,250	74368CBY9	27833	511,214
John Deere Capital C	USBGC	500,000	2.800	08/01/2024	463,890	07/18/2029	1,569	4.436	469,045	24422EUY3	27792	468,740
Toyota Motor Credit	USBGC	500,000	4.550	10/30/2024	499,880	08/09/2029	1,591	4.554	500,105	89236TMK8	27834	499,891
Illinois St Fin Auth	USBGC	500,000	3.548	03/31/2025	483,245	08/15/2029	1,597	4.397	479,415	45204EC71	27960	483,245
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	08/28/2029	1,610	4.556	498,220	6944PL3C1	27842	498,973
Honeywell Internatio	USBGC	500,000	4.875	01/31/2025	507,920	09/01/2029	1,614	4.492	509,300	438516CQ7	27924	507,536
Coca-Cola Co.	USBGC	500,000	2.125	02/05/2025	450,405	09/06/2029	1,619	4.545	457,400	191216CM0	27929	452,087
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,639	4.620	492,065	69371RT48	27837	492,222
John Deere Capital C	USBGC	500,000	4.850	10/30/2024	508,480	10/11/2029	1,654	4.463	509,765	24422EWN5	27829	507,761
New York Life Global	USBGC	500,000	4.800	12/05/2024	503,565	12/05/2029	1,709	4.439	501,935	64952WFK4	27884	503,335
New York Life Global	USBGC	500,000	4.800	01/31/2025	499,245	12/05/2029	1,709	4.633	501,935	64952WFK4	27926	499,271
Protective Life Glob	USBGC	500,000	4.772	01/31/2025	497,950	12/09/2029	1,713	4.866	501,330	74368CCA0	27927	498,020
Caterpillar Financia	USBGC	500,000	4.800	01/31/2025	504,920	01/08/2030	1,743	4.574	507,005	14913UAX8	27923	504,754
MassMutual Global Fu	USBGC	500,000	4.950	01/31/2025	504,175	01/10/2030	1,745	4.757	503,980	57629TBV8	27925	504,034
State Street	USBGC	500,000	2.400	01/31/2025	451,700	01/24/2030	1,759	4.591	456,950	857477BG7	27928	453,316

Fund Total and Average	\$	90,161,493	3.589	\$	90,067,868	392	3.672	\$	89,361,152	\$	90,089,763
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MPP GHG Auction Acct

California Asset Mgm	CMP	399,956	4.510	09/13/2022	399,956	1	4.510	399,956	SYS70076	70076	399,956
Local Agency Investm		0	3.590	07/01/2024	0	1	3.590	0	SYS70045	70045	0

Fund Total and Average	\$	399,956	4.510	\$	399,956	1	4.510	\$	399,956	\$	399,956
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Northern California Power Agency
Treasurer's Report
03/31/2025

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	500,904	4.510	10/28/2022	500,904		1	4.510	500,904	SYS70078	70078	500,904
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70048	70048	0
Fund Total and Average		\$ 500,904	4.510		\$ 500,904		1	4.510	\$ 500,904			\$ 500,904

SCPA Balancing Account

First American Govt.	USBGC	0	4.250		0		1	4.250	0	SYS70023	70023	0
California Asset Mgm	CMP	16,411,618	4.510	05/27/2022	16,411,618		1	4.510	16,411,618	SYS70072	70072	16,411,618
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	0	0.600	500,000	586145F74	27113	500,000
State of Wisconsin	USBGC	105,000	0.650	01/30/2023	105,000	05/01/2025	30	0.649	104,665	97705MZH1	27539	105,000
State of Wisconsin	USBGC	295,000	0.650	01/30/2023	295,000	05/01/2025	30	0.649	294,050	97705MZR9	27540	295,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	61	0.952	497,160	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	91	0.932	495,775	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	91	0.609	495,375	592112XC5	27643	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	181	0.530	2,007,720	3133EMB.J0	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	181	0.530	2,012,629	3133EMBH4	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	313	0.699	485,125	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	317	0.530	484,555	3130AKWA0	27164	499,957
JP Morgan	USBGC	1,000,000	1.050	02/17/2021	1,000,000	02/17/2026	322	0.740	971,340	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	330	0.500	120,973	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	331	0.630	969,100	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	342	0.800	1,599,362	3133EMS.U7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	450	1.199	480,560	06048WM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/18/2026	471	1.050	480,465	57629WDE7	27248	500,941
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	512	1.250	47,861	06048WN22	27255	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	572	1.567	191,986	872896AA9	27331	200,547
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	587	1.569	262,972	74460DAG4	27311	274,709
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	587	1.475	239,065	74460DAG4	27337	250,095
Federal Home Loan Ba	USBGC	100,000	2.000	12/29/2021	100,000	12/29/2026	637	1.509	96,662	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	650	1.731	502,567	24422EWA3	27362	524,723
Federal Home Loan Ba	USBGC	300,000	2.000	01/28/2022	300,000	01/28/2027	667	1.691	289,587	3130AQN66	27365	300,000
Federal Home Loan Ba	USBGC	500,000	4.000	04/29/2022	500,000	04/29/2027	758	4.219	498,475	3130ARR52	27399	500,000
State of Oregon	USBGC	500,000	4.112	03/23/2023	500,000	05/01/2027	760	4.110	500,230	68609UBF1	27560	500,000
Alameda County	USBGC	130,000	3.460	09/24/2022	130,000	08/01/2027	852	3.509	128,274	010878BF2	27440	130,000
Desert Community Col	USBGC	300,000	1.823	06/16/2023	267,654	08/01/2027	852	4.730	284,847	250375LS9	27602	281,703
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370,000	08/25/2027	876	4.200	368,746	3130ASVC0	27441	370,000
Blackstone Holdings	USBGC	1,000,000	5.900	02/03/2023	1,047,880	11/03/2027	946	4.759	1,034,120	09261BAJ9	27541	1,026,096
Mercedes-Benz Fin. N	USBGC	300,000	3.750	06/26/2023	284,544	02/22/2028	1,057	5.003	292,626	233851DF8	27607	280,400



Northern California Power Agency

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SCPA Balancing Account

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,094	4.634	125,384	58769JAG2	27573	125,548
John Deere Capital C	USBGC	525,000	4.500	03/06/2024	522,113	01/16/2029	1,386	4.626	527,483	24422EXH7	27743	522,748
Air Products & Chemi	USBGC	500,000	4.600	08/01/2024	504,600	02/08/2029	1,409	4.373	504,060	009158BH8	27793	503,921
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,533	4.614	510,250	74368CBY9	27835	511,214
Applied Materials In	USBGC	500,000	4.800	08/01/2024	508,280	06/15/2029	1,536	4.371	508,105	038222AS4	27795	508,010
John Deere Capital C	USBGC	500,000	2.800	08/01/2024	463,890	07/18/2029	1,589	4.436	469,045	24422EUY3	27794	468,740
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	08/28/2029	1,610	4.566	498,220	6944PL3C1	27843	498,973
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,639	4.620	492,065	69371RT48	27838	492,222
Fund Total and Average		\$ 37,131,618	3.139		\$ 37,164,149		328	3.112	\$ 36,783,103			\$ 37,112,164

General Operating Reserve

First American Govt.	USBGC	0	4.250		0		1	4.250	0	SYS70019	70019	0
California Asset Mgm	CMP	22,034,817	4.510	12/14/2018	22,034,817		1	4.510	22,034,817	SYS70071	70071	22,034,817
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
Memphis Cantler City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	0	0.600	500,000	586145F74	27114	500,000
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	0	1.038	1,000,000	899559QD3	27006	1,000,000
City of Huntsville A	USBGC	515,000	2.750	11/08/2020	560,351	05/01/2025	30	0.750	514,279	447025A56	27112	515,842
Honeywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	61	0.866	994,220	438516CB0	27008	1,000,786
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	61	1.299	418,715	471376FJ7	27011	420,790
Precision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	75	1.033	1,495,980	740189AM7	27017	1,506,945
JP Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	83	1.050	742,770	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	91	0.845	495,775	059231X39	27126	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	91	0.774	495,370	977123X78	27042	500,000
Mel Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	92	2.145	3,964,080	59217GEJ4	27376	3,988,393
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	122	0.940	805,929	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	139	0.600	985,860	3136GAG72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	169	0.570	983,230	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	181	0.530	1,963,540	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	181	0.530	1,688,644	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	181	0.520	981,840	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	209	0.540	489,580	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	1.000	11/25/2020	1,000,000	11/25/2025	238	0.798	977,990	09048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	244	0.560	487,980	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	253	1.060	1,483,763	40139LBC6	27223	1,518,102
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	265	0.825	242,473	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	273	0.599	487,150	3135G06Q1	27141	500,149
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	313	0.899	485,125	037833EB2	27169	500,000
JP Morgan	USBGC	1,000,000	1.050	02/17/2021	1,000,000	02/17/2026	322	0.740	971,340	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	344	1.054	609,122	806513BF1	27220	629,108
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	349	0.841	968,220	3130ALEL4	27203	999,518



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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	366	1.000	165,387	3130ALGJ7	27657	170,625
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	363	1.010	989,260	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	365	1.119	485,250	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	385	1.084	486,165	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	409	1.079	531,102	91324PEC2	27232	550,420
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	422	1.250	1,067,170	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	450	1.199	1,201,400	06048WM64	27228	1,250,000
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	456	1.590	358,204	65000BGU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	471	1.050	960,930	57629WDE7	27249	1,001,882
Home Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2026	532	3.000	403,015	437076BN1	27387	410,083
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	560	1.235	95,740	24422EVM6	27297	100,086
Nationwide Bldg Soci	USBGC	2,035,000	1.500	06/16/2022	1,792,286	10/13/2026	560	4.569	1,946,844	63859UBH5	27420	1,948,951
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	572	1.567	815,941	872898AA9	27333	852,325
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	587	1.480	1,515,672	74460DAG4	27308	1,585,240
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	587	1.569	349,035	74460DAG4	27312	364,612
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	587	1.475	1,017,461	74460DAG4	27339	1,064,403
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	608	1.500	1,119,664	48130UZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	2.000	12/29/2021	150,000	12/29/2026	637	1.509	144,993	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	650	1.731	419,284	24422EWA3	27363	437,769
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	667	3.375	493,195	3130ARP62	27398	500,000
Amazon.com Inc	USBGC	1,030,000	3.300	06/16/2022	983,208	04/13/2027	742	4.123	1,012,706	023135CF1	27419	1,014,495
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	751	3.628	1,752,105	872898AF8	27404	1,778,140
Qualcomm Inc	USBGC	1,035,000	3.250	06/16/2022	995,059	05/20/2027	779	4.122	1,015,345	747525AU7	27421	1,017,686
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	805	3.631	494,605	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	866	4.944	266,169	30303M8B1	27484	261,830
Amazon.com Inc	USBGC	75,000	3.150	09/21/2022	71,737	08/22/2027	873	4.136	73,340	023135BC9	27457	73,414
Alabama St Public Sc	USBGC	1,000,000	5.150	01/31/2025	1,016,740	09/01/2027	883	4.455	1,021,350	0108085M5	27918	1,015,660
Federal Farm Credit	USBGC	1,000,000	4.750	10/13/2023	1,000,000	10/13/2027	925	4.750	1,020,260	3133EPM1	27659	1,000,000
NJ Turnpike Authorit	USBGC	1,000,000	1.483	11/04/2024	920,080	01/01/2028	1,005	4.211	927,080	546140DR1	27849	930,413
N. Texas Tollway Aut	USBGC	500,000	1.727	08/01/2024	460,490	01/01/2028	1,005	4.235	468,405	66285WB88	27797	468,199
California State Gen	USBGC	900,000	1.700	10/12/2023	787,473	02/01/2028	1,036	4.962	841,635	13063DC48	27658	825,902
City of Houston TX	USBGC	230,000	1.438	11/30/2023	199,849	03/01/2028	1,085	4.888	213,061	4423317B4	27677	209,322
Lenape NJ Regional H	USBGC	590,000	1.815	09/18/2023	519,230	03/15/2028	1,079	4.816	549,904	525876WS3	27641	543,432
NYC Transitional F	USBGC	2,315,000	4.800	09/14/2023	2,284,326	05/01/2028	1,126	4.922	2,337,826	64971X7J1	27639	2,294,575
Washington Co. Schoo	USBGC	500,000	1.593	11/22/2024	453,530	06/15/2028	1,171	4.441	462,215	938429V95	27871	458,202
Covina Valley Unifi	USBGC	265,000	2.340	01/19/2024	243,270	08/01/2028	1,218	4.352	249,558	223093VR3	27704	249,022
Los Angeles CCD	USBGC	600,000	1.806	02/08/2024	542,820	08/01/2028	1,218	3.947	557,616	54438CYM8	27727	557,461
Jefferson CA School	USBGC	565,000	1.450	11/22/2024	506,845	09/01/2028	1,249	4.441	517,077	472412SN6	27872	512,365
Chicago Transit Auth	USBGC	600,000	2.952	02/08/2024	563,718	12/01/2028	1,340	4.357	572,940	16772PCP9	27729	572,365
State of Illinois	USBGC	500,000	5.250	02/08/2024	514,705	12/01/2028	1,340	4.561	513,590	452153GY9	27728	511,201
Texas Public Financi	USBGC	600,000	1.430	08/01/2024	530,868	02/01/2029	1,402	4.271	539,094	882669BX1	27798	541,110
Bristol-Myers Squibb	USBGC	500,000	4.900	03/25/2025	509,440	02/22/2029	1,423	4.368	508,690	110122EF1	27945	509,400



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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
California State Gen	USBGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,430	4.602	515,755	13063D3P1	27767	508,635
State University of	USBGC	500,000	3.159	11/21/2024	477,750	03/15/2029	1,444	4.298	480,605	84990FY65	27859	479,611
County of Johnston	USBGC	355,000	1.790	12/30/2024	316,955	04/01/2029	1,461	4.592	323,636	479354EL2	27900	319,216
Oregon State General	USBGC	500,000	4.980	11/21/2024	512,305	04/01/2029	1,461	4.352	513,610	68608WBA9	27860	511,286
Texas A & M Universi	USBGC	500,000	3.381	11/21/2024	481,175	05/15/2029	1,505	4.313	483,995	88213AHR9	27861	482,691
Protective Life Glob	USBGC	500,000	5.215	03/25/2025	512,150	06/12/2029	1,533	4.572	510,250	74368CBY9	27946	512,102
Oregon State General	USBGC	500,000	1.673	11/04/2024	440,825	06/30/2029	1,551	4.520	448,845	68583RDD1	27851	446,015
City of El Segundo C	USBGC	1,000,000	1.977	11/21/2024	897,300	07/01/2029	1,552	4.465	910,760	284035AH5	27858	905,343
University of Califo	USBGC	500,000	3.349	11/01/2024	479,435	07/01/2029	1,552	4.330	484,600	91412HFG3	27846	481,271
University of Califo	USBGC	500,000	3.349	11/21/2024	480,900	07/01/2029	1,552	4.269	484,600	91412HFG3	27862	482,396
University of Califo	USBGC	500,000	3.349	02/05/2025	477,890	07/01/2029	1,552	4.465	484,600	91412HFG3	27930	478,671
Atascadero Unified S	USBGC	400,000	1.701	08/06/2024	360,472	08/01/2029	1,583	3.901	358,500	046558EY4	27801	365,647
California State Gen	USBGC	500,000	4.500	11/05/2024	505,100	08/01/2029	1,583	4.261	504,805	13063EGT7	27853	504,664
City of Commerce CA	USBGC	400,000	1.859	08/02/2024	353,988	08/01/2029	1,583	4.451	359,648	20056XAF5	27800	360,101
Campbell Union HSD	USBGC	500,000	1.472	02/26/2025	444,150	08/01/2029	1,583	4.265	446,580	134159A77	27933	445,376
Fresno CA School Dis	USBGC	500,000	0.000	11/22/2024	404,890	08/01/2029	1,583	4.936	415,655	3582325T9	27874	412,108
Mt. San Antonio CA C	USBGC	500,000	3.000	08/01/2024	473,305	08/01/2029	1,583	4.194	475,795	623040MD1	27799	476,864
San Diego Community	USBGC	500,000	1.883	12/16/2024	451,470	08/01/2029	1,583	4.214	452,975	797272RR4	27892	454,530
SF BART District	USBGC	595,000	2.622	11/22/2024	550,137	08/01/2029	1,583	4.418	557,604	797661XA8	27875	553,563
San Ramon Valley USD	USBGC	500,000	1.794	01/31/2025	449,200	08/01/2029	1,583	4.301	453,455	7994082J7	27919	451,081
Yosemite Community C	USBGC	1,000,000	2.350	11/21/2024	916,800	08/01/2029	1,583	4.326	923,120	987388GZ2	27858	923,200
Yosemite Community C	USBGC	500,000	2.350	12/13/2024	459,400	08/01/2029	1,583	4.301	461,560	987388GZ2	27890	462,029
Yosemite Community C	USBGC	500,000	2.350	12/16/2024	460,930	08/01/2029	1,583	4.227	461,560	987388GZ2	27893	463,394
California State Gen	USBGC	500,000	5.125	11/01/2024	518,905	09/01/2029	1,614	4.249	517,205	13063EBP0	27844	517,275
California State Gen	USBGC	500,000	5.125	11/22/2024	515,030	09/01/2029	1,614	4.416	517,205	13063EBP0	27873	513,902
Corona-Norco Unified	USBGC	1,000,000	1.956	11/21/2024	895,490	09/01/2029	1,614	4.404	899,070	21976THM7	27855	903,389
Glendale Unified Sch	USBGC	1,000,000	1.480	11/21/2024	878,320	09/01/2029	1,614	4.325	888,850	378460A90	27857	887,517
State of North Dakot	USBGC	500,000	2.130	12/16/2024	453,665	12/01/2029	1,705	4.220	454,275	65887PWG6	27891	456,391
Protective Life Glob	USBGC	500,000	4.772	02/05/2025	496,920	12/09/2029	1,713	4.914	501,330	74368CCA0	27932	497,019
Federal Home Loan Ba	USBGC	605,000	4.500	01/31/2025	611,788	12/14/2029	1,718	4.241	616,840	3130ATJT2	27920	611,556
Athene Global Fundin	USBGC	500,000	5.380	02/05/2025	501,755	01/07/2030	1,742	5.296	507,205	04685A4G3	27931	501,700
Athene Global Fundin	USBGC	500,000	5.380	03/25/2025	506,680	01/07/2030	1,742	5.060	507,205	04685A4G3	27948	506,657
Adobe Inc.	USBGC	500,000	2.300	03/25/2025	454,450	02/01/2030	1,767	4.406	453,890	00724PAD1	27947	454,607
Eli Lilly & Co.	USBGC	500,000	4.750	02/27/2025	508,270	02/12/2030	1,778	4.374	507,660	532457CV8	27940	508,112
Fund Total and Average		\$ 98,005,442	2.667		\$ 96,135,070		588	3.123	\$ 95,591,323			\$ 96,395,868

GRAND TOTALS:	\$ 226,199,413	3,114	\$ 224,267,947	463	3,307	\$ 222,636,438.	\$ 224,498,766
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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 03/31/2025

Callable Dates:

Inv #			Inv #			Inv #		
27024	JPM	Quarterly	27173	FNMA	Anytime starting 1/8/2026	27440	ALA	Anytime
27041	WISTRN	Anytime	27181	TOY	Quarterly	27441	FHLB	Quarterly
27042	WISTRN	Anytime	27189	FNMA	Quarterly	27560	ORS	Anytime
27056	FNMA	Quarterly	27197	TOY	Anytime	27606	FHLB	Anytime starting 6/23/2025
27058	PHOGEN	Anytime	27205	FNMA	Quarterly	27639	NYCGEN	Anytime
27071	FAMC	Semi-annually	27213	TOY	Anytime	27657	FHLB	Monthly
27077	FFCB	Anytime	27221	FNMA	Anytime	27727	LOSHGR	Anytime
27078	FFCB	Anytime	27203	FHLB	Quarterly	27729	CHITRN	Anytime
27079	FFCB	Anytime	27213	FHLB	Quarterly	27767	CAS	Anytime
27080	FFCB	Anytime	27216	ORSGEN	Anytime	27834	TOYOTA	Make Whole
27081	FHLB	Anytime	27225	BAC	Semi-annually	27846	UNVHGR	Make Whole
27104	FHLMC	Annually	27226	BAC	Semi-annually	27856	ESGGEN	Make Whole
27110	CASMED	Anytime	27227	BAC	Semi-annually	27859	NYSHGR	Make Whole
27113	MEMGEN	Anytime	27228	BAC	Semi-annually	27860	ORSHGR	Make Whole
27114	MEMGEN	Anytime	27251	JPM	Annually	27861	TAMHGR	Make Whole
27124	FFCB	Anytime	27252	FHLB	Quarterly	27862	UNVHGR	Make Whole
27125	BALGEN	Anytime	27255	BAC	Semi-annually	27863	BMV	Make Whole
27126	BALGEN	Anytime	27256	BAC	Semi-annually	27923	CAT	Make Whole
27137	FNMA	Annually	27276	FHLB	Quarterly	27924	HON	Make Whole
27138	JPM	Quarterly	27313	JPM	Quarterly	27930	UNVHGR	Anytime
27139	JPM	Quarterly	27329	NYSHGR	Anytime	27940	LLY	Make Whole
27141	FNMA	Quarterly	27398	FHLB	Quarterly	27945	BMV	Make Whole
27149	TOY	7/20/2025	27399	FHLB	Quarterly	27947	ADBE	Make Whole
27157	FNMA	Anytime	27423	CTS	Anytime	27960	ILSGEN	Anytime
27165	TOY	Anytime starting 1/8/2026						



Northern California Power Agency
Treasurer's Report
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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	4.250		5,000		1	4.250	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	220	0.460	1,461,078	3135G08G3	27167	1,495,355
Fund Total and Average		\$ 1,500,000	0.512		\$ 1,502,796		219	0.473	\$ 1,466,078			\$ 1,500,355

Geo Decommissioning Reserve

First American Govt.	USBGC	6,343	4.250		6,343		1	4.250	6,343	SYS70034	70034	6,343
California Asset Mgmt	CMP	1,400	4.510	08/01/2022	1,400		1	4.510	1,400	SYS70074	70074	1,400
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70027	70027	0
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	61	0.952	497,160	13032UXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	91	1.372	744,368	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	91	0.609	495,375	592112XC5	27644	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	122	0.940	988,870	275282PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	253	1.060	492,961	40139LBC6	27224	504,369
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	313	0.700	970,250	037833EB2	27162	1,000,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	394	1.200	483,100	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	450	1.199	720,840	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	512	1.250	47,861	06048WN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,807	09/11/2026	528	1.629	1,840,670	037833DN7	27361	1,906,028
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	531	1.227	143,501	14913R2Q9	27289	149,837
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	572	1.567	1,319,904	872908AA9	27334	1,375,761
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	587	1.490	731,539	74460DAG4	27309	765,116
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	587	1.475	1,646,680	74460DAG4	27340	1,722,652
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	760	3.862	745,478	64966QC99	27405	750,000
LA Depl. Water & Pow	USBGC	500,000	5.516	08/01/2023	513,735	07/01/2027	821	4.738	503,705	544495VX9	27626	507,890
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,389,024	09/09/2027	891	4.125	1,396,108	931142EX7	27458	1,394,610
Bay Area CA Wtr Supp	USBGC	200,000	3.365	08/15/2023	190,204	10/01/2027	913	4.682	195,724	072031AP2	27627	194,067
Federal Farm Credit	USBGC	150,000	4.750	10/13/2023	150,000	10/13/2027	925	4.750	153,039	3133EPM1	27660	150,000
Comcast Corp	USBGC	320,000	7.125	06/08/2023	351,606	02/15/2028	1,050	4.747	343,709	872287AL1	27599	339,372
American Honda Finan	USBGC	375,000	3.500	06/20/2023	357,113	02/15/2028	1,050	4.650	364,793	02665WCE9	27604	363,958
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,094	4.634	125,384	58769JAG2	27574	125,548
Yosemite Community C	USBGC	500,000	2.210	11/26/2024	466,315	08/01/2028	1,218	4.204	468,715	987388GY5	27877	469,493
City of Manhattan Be	USBGC	235,000	2.021	11/30/2023	201,787	01/01/2029	1,371	5.220	216,882	582784AJ7	27678	210,512
Kentucky St Turnpike	USBGC	725,000	1.768	01/31/2025	648,585	07/01/2029	1,552	4.420	653,950	491552S97	27915	651,469
East Side Union High	USBGC	275,000	1.927	09/05/2024	251,853	08/01/2029	1,583	3.824	249,103	275282PW5	27808	254,553
San Ramon Valley USD	USBGC	865,000	1.794	01/31/2025	777,116	08/01/2029	1,583	4.301	784,477	7994082J7	27916	780,371
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	1,795	2.078	524,417	64966QUX6	27219	584,001
California State Uni	USBGC	210,000	1.740	11/18/2022	167,082	11/01/2030	2,040	4.870	182,137	13077DMR0	27482	179,869
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,141	1.380	867,420	3130AKX76	27163	1,000,000
Federal Agricultural	USBGC	972,000	1.400	02/18/2021	972,000	02/18/2031	2,149	1.460	829,913	31422XAU5	27177	972,000



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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	600,000	1.460	07/30/2021	598,800	02/18/2031	2,149	1.452	512,292	31422XAU6	27246	599,261
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	06/20/2031	2,271	3.439	1,465,213	3130ANUL2	27439	1,547,066
West Hartford CT	USBGC	330,000	1.844	01/12/2023	270,273	07/01/2031	2,282	4.430	285,605	953107AK5	27512	285,925
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	2,310	1.704	1,716,200	3130AN7G9	27245	2,004,075
Marin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	2,313	1.565	427,715	56781RKZ9	27272	504,237
Oceanside Unified Sc	USBGC	310,000	1.900	01/12/2023	247,916	08/01/2031	2,313	4.780	265,298	675383TR4	27513	264,027
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	2,327	2.134	332,482	088518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	2,327	2.134	214,145	088518NH4	27275	250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	2,435	5.110	83,489	16772PCS3	27485	81,395
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	2,470	2.044	2,121,925	3133ENJZ4	27360	2,462,752
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	2,583	4.181	940,368	31422XXY3	27403	971,525
California State Gen	USBGC	325,000	5.700	08/31/2023	344,500	10/01/2032	2,740	4.873	347,224	13063D2Z0	27637	341,101
Federal Farm Credit	USBGC	600,000	4.750	01/31/2025	607,692	01/24/2033	2,855	4.556	616,596	3133ERX22	27914	607,531
Pennsylvania State	USBGC	500,000	2.622	02/27/2025	430,970	06/15/2033	2,997	4.845	429,300	70869PMY0	27941	431,755
Federal Home Loan Ba	USBGC	435,000	4.500	09/13/2023	428,258	09/09/2033	3,083	4.695	437,506	3130AWV23	27638	429,304
Oklahoma Muni Power	USBGC	250,000	2.431	03/25/2025	209,728	01/01/2034	3,197	4.893	207,163	67910HRY8	27943	209,804
Pennsylvania State	USBGC	500,000	5.106	03/25/2025	514,030	06/01/2034	3,348	4.722	509,395	70869PRG4	27944	514,005
Pennsylvania State	USBGC	220,000	5.106	03/31/2025	226,112	06/01/2034	3,348	4.725	224,134	70869PRG4	27961	226,112
Federal Home Loan Ba	USBGC	700,000	4.625	01/31/2025	698,810	12/08/2034	3,538	4.645	712,733	3130B3MZ3	27917	698,830
Fund Total and Average		\$ 33,826,743	2.271		\$ 33,111,413		1511	2.601	\$ 31,586,559			\$ 33,225,924
GRAND TOTALS:		\$ 35,326,743	2.195		\$ 34,614,209		1465	2.509	\$ 33,062,637.			\$ 34,726,279

*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 03/31/2025

Callable Dates:

Inv #			Inv #		
27111	CASMED	Anytime	27405	NYC	Anytime
27162	APPL	Anytime starting 1/8/2026	27439	FHLB	Monthly
27163	FHLB	Quarterly	27482	CASHGR	Anytime
27177	FAMCA	Semi-annually	27485	CHITRN	Anytime
27218	JPM	Annually	27626	LOSUTL	Anytime
27219	NYC	Anytime	27627	BAYUTL	Anytime
27229	BAC	Semi-annually	27678	MNBGEN	Anytime
27245	FHLB	Anytime	27941	PASDEV	Anytime
27246	FAMCA	Semi-annually	27943	OKSPWR	Anytime
27258	BAC	Semi-annually	27944	PASDEV	Anytime
27403	FAMCA	Quarterly	27961	PASDEV	Anytime



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CT2 Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California Asset Mgm	CMP	1,753,387	4.510	07/25/2024	1,753,387		1	4.510	1,753,387	SYS70079	70079	1,753,387
Fund Total and Average		\$ 1,753,387	4.510		\$ 1,753,387		1	4.510	\$ 1,753,387			\$ 1,753,387
GRAND TOTALS:		\$ 1,753,387	4.510		\$ 1,753,387		1	4.510	\$ 1,753,387.			\$ 1,753,387

*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 03/31/2025

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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	0	4.250		0		1	4.250	0	SYS70031	70031	0
California Asset Mgm	CMP	2,829,656	4.510	09/01/2022	2,829,656		1	4.510	2,829,656	SYS70073	70073	2,829,656
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70028	70028	0
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	23	0.839	543,970	06406RAN7	27221	545,260
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	48	0.675	497,580	31422BA26	27004	500,000
State of Maine	USBGC	100,000	5.000	06/22/2023	100,413	06/01/2025	61	4.773	100,115	56052AH90	27605	100,035
Met Govt Nashville &	USBGC	100,000	1.031	11/30/2023	94,007	07/01/2025	91	5.007	98,178	592098X69	27676	99,055
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	122	1.229	247,388	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.348	12/07/2020	553,420	08/15/2025	136	1.950	499,945	283734TC5	27131	504,241
Federal Home Loan Ba	USBGC	180,000	4.875	08/01/2023	179,882	09/12/2025	164	4.904	180,403	3130AWS92	27625	179,975
California Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	183	0.765	127,799	13034AL65	27132	130,000
Toyota Motor Credit	USBGC	250,000	5.400	06/26/2023	252,413	11/10/2025	223	4.960	251,618	89236TKK0	27608	250,619
Bank of America Corp	USBGC	1,000,000	1.000	11/25/2020	1,000,000	11/25/2025	238	0.798	977,990	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	253	0.615	488,180	3135G06J7	27136	500,118
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	265	0.825	484,945	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	273	0.576	487,150	3135G06Q1	27148	500,232
NJ Turnpike Authorit	USBGC	500,000	1.047	03/25/2025	488,200	01/01/2026	275	4.205	488,000	646140DP5	27951	488,457
American Honda Finan	USBGC	500,000	4.950	03/25/2025	502,580	01/09/2026	283	4.269	501,490	02665WEY3	27950	502,525
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	317	0.530	484,555	3130AKWA0	27165	499,957
Merck & Co Inc.	USBGC	550,000	0.750	01/30/2023	495,534	02/24/2026	329	4.226	533,478	58933YAY1	27526	534,065
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	330	0.500	483,890	3130AKXX9	27181	500,000
Cisco Systems Inc.	USBGC	35,000	2.950	11/18/2022	33,672	02/28/2026	333	4.200	34,586	17275RBC5	27481	34,632
Federal Farm Credit	USBGC	200,000	4.500	05/02/2023	202,660	03/02/2026	335	3.996	200,740	3133EPCF0	27587	200,863
Mercedes-Benz Fin. N	USBGC	400,000	1.450	05/04/2023	389,068	03/02/2026	335	4.386	389,148	233851EC4	27588	389,943
Nestle Holdings Inc	USBGC	200,000	5.250	06/16/2023	202,680	03/13/2026	346	4.720	201,930	641062BK9	27603	200,929
New York State	USBGC	500,000	4.200	03/27/2025	500,175	03/15/2026	348	4.164	499,620	64990KHD8	27958	500,173
Federal Farm Credit	USBGC	500,000	4.000	03/25/2025	499,775	03/18/2026	351	4.046	499,500	3133ER7H8	27949	499,779
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	385	1.090	486,165	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	409	1.082	482,820	91324PEC2	27231	500,382
Arizona State Univer	USBGC	250,000	4.388	05/10/2023	250,000	07/01/2026	456	4.385	250,655	040664HH0	27589	250,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	503	0.875	478,735	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	510	0.967	479,450	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	512	1.250	47,861	06048WN22	27257	50,000
Athene Global Fundin	USBGC	500,000	4.860	03/14/2025	502,150	08/27/2026	513	4.549	501,550	04685A4A6	27942	502,080
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2028	572	1.567	191,986	872898AA9	27332	200,547
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	587	1.475	239,065	74460DAG4	27338	250,095
Federal Home Loan Ba	USBGC	500,000	2.000	12/29/2021	500,000	12/29/2026	637	1.509	483,310	3130AQER0	27344	500,000
State of Connecticut	USBGC	500,000	3.332	11/01/2024	490,490	04/15/2027	744	4.154	492,225	20772KGR4	27848	492,104
Los Angeles Unified	USBGC	500,000	5.981	10/31/2024	518,460	05/01/2027	760	4.405	515,080	544646A69	27839	515,383
Merck & Co Inc.	USBGC	500,000	1.700	02/27/2025	474,000	06/10/2027	800	4.105	474,615	58933YBC8	27939	475,074



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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
Florida State Board	USBGC	525,000	1.705	02/07/2024	477,488	07/01/2027	821	4.610	494,576	341271AE4	27725	493,558
Protective Life Glob	USBGC	550,000	4.714	02/09/2024	548,763	07/09/2027	826	4.784	552,871	74368CBP8	27732	549,178
Riverside Comm Colle	USBGC	500,000	1.399	12/24/2024	462,715	08/01/2027	852	4.465	470,610	76886PJQ7	27899	466,575
San Bernardino City	USBGC	525,000	1.641	02/07/2024	479,068	08/01/2027	852	4.376	483,595	796711H36	27722	494,232
Amazon.com Inc	USBGC	150,000	3.150	09/21/2022	143,474	08/22/2027	873	4.136	146,681	023135BC9	27458	146,827
Federal Home Loan Ba	USBGC	400,000	4.200	08/25/2022	400,000	08/25/2027	876	4.200	398,644	3130ASVC0	27442	400,000
Caterpillar Financia	USBGC	570,000	1.100	01/19/2024	509,495	09/14/2027	896	4.268	529,348	14913R2G1	27705	529,372
Caterpillar Financia	USBGC	500,000	1.100	02/07/2024	445,150	09/14/2027	896	4.427	464,340	14913R2G1	27724	462,658
U.S. Treasury	USBGC	2,000,000	4.125	01/31/2025	1,998,260	09/30/2027	912	4.157	2,011,640	91282CFM8	27913	1,998,367
State of Hawaii	USBGC	500,000	4.838	02/07/2024	510,555	10/01/2027	913	4.206	507,900	419792J64	27726	507,229
Bristol-Myers Squibb	USBGC	500,000	1.125	02/07/2024	443,475	11/13/2027	956	4.415	462,695	110122DP0	27723	480,733
Caterpillar Financia	USBGC	500,000	4.600	12/24/2024	501,165	11/15/2027	958	4.511	503,620	14913UAS9	27896	501,058
Federal Agricultural	USBGC	1,000,000	4.250	11/22/2024	1,001,500	11/18/2027	961	4.195	1,007,160	31424WRD6	27889	1,001,320
Federal National Mtg	USBGC	500,000	4.550	11/26/2024	500,750	11/18/2027	961	4.495	500,060	3135GAZ61	27876	500,663
Amazon.com Inc	USBGC	500,000	4.550	01/19/2024	505,910	12/01/2027	974	4.214	505,275	023135CP9	27706	504,076
N.J Turnpike Authorit	USBGC	1,000,000	1.483	11/04/2024	920,080	01/01/2028	1,005	4.211	927,080	646140DR1	27850	930,413
N. Texas Tollway Aut	USBGC	800,000	1.727	06/18/2024	727,928	01/01/2028	1,005	4.511	749,448	66285WB88	27777	743,950
N. Texas Tollway Aut	UBOC	500,000	1.727	08/01/2024	460,490	01/01/2028	1,005	4.235	468,405	66285WB88	27796	468,199
Oklahoma St Turnpike	USBGC	535,000	1.572	11/04/2024	493,211	01/01/2028	1,005	4.239	498,262	679111ZV9	27852	498,614
Comcast Corp	USBGC	600,000	7.125	01/30/2024	541,450	02/15/2028	1,050	4.841	537,045	872287AL1	27716	529,457
Mercedes-Benz Fin. N	USBGC	550,000	3.750	12/16/2024	534,848	02/22/2028	1,057	4.690	536,481	233851DF8	27894	536,236
San Francisco Comm C	USBGC	500,000	1.819	10/31/2024	459,230	08/15/2028	1,171	4.272	462,875	797683HL6	27841	463,920
Federal Home Loan Ba	USBGC	1,000,000	4.000	11/22/2024	994,650	08/30/2028	1,186	4.160	1,001,870	3130AVN63	27870	995,182
Pacific Life GF	USBGC	250,000	5.500	03/06/2024	255,318	07/18/2028	1,204	4.950	257,770	6944PL2U2	27744	254,015
Belmont-Redwood CA S	USBGC	375,000	1.477	07/16/2024	335,063	08/01/2028	1,218	4.380	343,736	080495HR8	27785	342,062
Riverside Comm Colle	USBGC	300,000	1.589	07/16/2024	268,890	08/01/2028	1,218	4.419	276,465	76886PJR5	27784	274,342
San Ramon Valley USD	USBGC	190,000	1.670	02/07/2024	169,488	08/01/2028	1,218	4.346	175,794	7994082H1	27721	174,749
Sacramento CA Water	USBGC	500,000	2.147	06/14/2024	452,945	09/01/2028	1,249	4.630	466,465	786089JH6	27776	461,847
San Mateo Union HSD	USBGC	250,000	2.542	02/07/2024	231,495	09/01/2028	1,249	4.346	237,410	799017VM7	27720	236,155
John Deere Capital C	USBGC	500,000	6.550	01/30/2024	541,800	10/01/2028	1,279	4.540	535,480	244199AW5	27717	531,331
County of Miami-Dade	USBGC	500,000	3.762	01/31/2024	485,825	10/01/2028	1,279	4.440	490,910	59333P3Q9	27718	489,369
Comcast Corp	USBGC	500,000	4.160	12/24/2024	488,575	10/15/2028	1,293	4.812	494,550	20030NCT6	27897	489,383
Toyota Motor Credit	USBGC	500,000	4.650	04/26/2024	491,485	01/05/2029	1,375	5.060	502,555	89236TLL7	27765	493,174
Toyota Motor Credit	USBGC	600,000	3.650	02/08/2024	575,406	01/08/2029	1,378	4.590	581,736	89236TFT7	27730	581,145
Texas Public Financi	USBGC	100,000	1.430	07/16/2024	88,312	02/01/2029	1,402	4.290	89,849	882669BX1	27783	90,135
Federal Farm Credit	USBGC	1,500,000	4.250	11/22/2024	1,505,160	02/14/2029	1,415	4.448	1,511,925	3133ERB67	27868	1,504,723
Bristol-Myers Squibb	USBGC	500,000	4.900	11/22/2024	506,910	02/22/2029	1,423	4.537	508,690	110122EF1	27866	506,327
California State Gen	USBGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,430	4.602	515,755	13063D3P1	27766	508,635
Federal National Mtg	USBGC	1,000,000	4.625	12/02/2024	1,000,000	03/02/2029	1,431	4.626	1,002,740	3135GAZT1	27881	1,000,000
American Honda Finan	USBGC	500,000	4.900	04/26/2024	494,365	03/13/2029	1,442	5.162	504,290	02685WFE6	27764	495,439
County of Johnston	USBGC	500,000	1.790	12/05/2024	452,625	04/01/2029	1,461	4.210	455,825	479354EL2	27885	456,157
MassMutual Global Fu	USBGC	500,000	5.150	11/22/2024	512,285	05/30/2029	1,520	4.542	511,340	57629W4T4	27867	511,312

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Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Mt	USBGC	900,000	4.600	12/04/2024	900,000	06/04/2029	1,525	4.600	901,944	3134HAH30	27882	900,000
Protective Life Glob.	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,533	4.614	510,250	74388CBY9	27827	511,214
Applied Materials In	USBGC	500,000	4.800	11/22/2024	505,730	06/15/2029	1,636	4.618	508,105	038222AS4	27865	505,280
University of Califo	USBGC	500,000	3.349	11/01/2024	479,435	07/01/2029	1,552	4.330	484,600	91412HFG3	27847	481,271
California State Gen	USBGC	500,000	4.500	11/05/2024	505,100	08/01/2029	1,583	4.261	504,805	13063EGT7	27854	504,664
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	08/28/2029	1,610	4.583	498,220	6944PL3C1	27836	498,973
California State Gen	USBGC	2,000,000	5.125	10/24/2024	2,077,400	09/01/2029	1,614	4.233	2,068,820	13063EBP0	27817	2,070,444
California State Gen	USBGC	500,000	5.125	10/29/2024	518,765	09/01/2029	1,614	4.257	517,205	13063EBP0	27818	517,128
California State Gen	USBGC	500,000	5.125	11/01/2024	518,905	09/01/2029	1,614	4.249	517,205	13063EBP0	27845	517,275
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,639	4.388	492,065	69371RT48	27840	492,222
City of Anaheim CA W	USBGC	500,000	3.239	12/24/2024	470,485	10/01/2029	1,644	4.631	477,150	032555KK7	27895	472,152
California State Gen	USBGC	500,000	2.500	10/29/2024	460,715	10/01/2029	1,644	4.287	464,140	13063DRE0	27819	464,085
Federal Home Loan Ba	USBGC	500,000	4.500	12/24/2024	502,700	12/14/2029	1,718	4.377	509,785	3130ATUT2	27898	502,554
Fund Total and Average		\$ 50,089,656	3.370		\$ 49,354,153		916	3.828	\$ 49,404,431			\$ 49,495,556

Hydro 2022A Debt Service

U.S. Treasury	USBT	1,341,000	4.120	12/30/2024	1,313,682	06/26/2025	86	4.264	1,327,583	912797NW3	27901	1,327,802
Federal Home Loan Ba	USBT	5,085,000	4.140	01/29/2025	4,997,869	06/27/2025	87	4.270	5,033,031	313385HK5	27908	5,034,125
Federal Home Loan Ba	USBT	1,339,000	4.165	02/26/2025	1,319,636	07/01/2025	91	4.284	1,324,994	313385HP4	27934	1,324,903
Federal Home Loan Ba	USBT	1,335,000	4.160	03/26/2025	1,320,036	07/01/2025	91	4.265	1,321,036	313385HP4	27952	1,320,962
Fund Total and Average		\$ 9,100,000	4.144		\$ 8,961,223		88	4.271	\$ 9,006,624			\$ 9,007,792

Hydro 2022B Debt Service

U.S. Treasury	USBT	218,000	4.120	12/30/2024	213,559	06/26/2025	86	4.264	215,816	912797NW3	27902	215,854
Federal Home Loan Ba	USBT	1,247,000	4.140	01/29/2025	1,225,633	06/27/2025	87	4.270	1,234,255	313385HK5	27909	1,234,524
Federal Home Loan Ba	USBT	218,000	4.165	02/26/2025	214,847	07/01/2025	91	4.284	215,720	313385HP4	27935	215,705
Federal Home Loan Ba	USBT	218,000	4.160	03/26/2025	215,556	07/01/2025	91	4.265	215,720	313385HP4	27953	215,708
Fund Total and Average		\$ 1,901,000	4.143		\$ 1,869,595		88	4.271	\$ 1,881,512			\$ 1,881,791

Hydro Special Reserve

First American Govt.	USBGC	5,000	4.250		5,000		1	4.250	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	220	0.460	1,461,078	3135G06G3	27166	1,495,355
Fund Total and Average		\$ 1,500,000	0.512		\$ 1,502,796		219	0.473	\$ 1,466,078			\$ 1,500,355

GRAND TOTALS:	\$ 62,590,656	3.437	\$ 61,677,767	754	3.825	\$ 61,758,645.	\$ 61,885,494
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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 bld prices from the Wall Street Journal as of 03/31/2025

Callable Dates:

27004	FAMCA	Semi-annually
27131	ELPASO	Annually
27132	FFCB	Anytime
27135	CASDEV	Anytime
27136	FNMA	Quarterly
27140	JPM	Quarterly
27165	FHLB	Anytime
27253	FHLB	Quarterly
27254	FHLB	Monthly
27257	BAC	Semi-annually
27442	FHLB	Quarterly
27517	FHLB	Quarterly
27589	AZSHGR	Anytime
27725	FLSGEN	Anytime
27726	HIS	Anytime
27766	CAS	Anytime
27776	SACWTR	Anytime
27847	UNVHGR	Make Whole
27852	OKSTRN	Make Whole
27865	AMAT	Make Whole
27866	BMV	Make Whole
27876	FNMA	11/18/2025 only
27881	FNMA	3/2/2026 only
27882	FHLMC	6/4/2026 only
27894	MBGGR	Make Whole
27895	ANAHSG	Make Whole
27896	CAT	Make Whole
27897	CMCSA	Make Whole
27939	MRK	Make Whole
27958	NYSGEN	Anytime



Northern California Power Agency
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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	138,069	4.510	09/13/2022	138,069		1	4.510	138,069	SYS70077	70077	138,069
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70046	70046	0
Fund Total and Average		\$ 138,069	4.510		\$ 138,069		1	4.510	\$ 138,069			\$ 138,069

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	994	0.010		994		1	0.010	994	SYS79004	79004	994
U.S. Treasury	USBT	733,000	4.120	12/30/2024	720,417	05/29/2025	58	4.250	727,994	912797NN3	27903	728,135
U.S. Treasury	USBT	730,000	4.150	03/26/2025	724,614	05/29/2025	58	4.238	725,014	912797NN3	27954	725,119
Federal Home Loan Mt	USBT	725,000	4.190	02/26/2025	717,152	05/30/2025	59	4.294	719,983	313397GF2	27936	720,021
Federal Home Loan Ba	USBT	731,000	4.160	01/29/2025	720,526	06/02/2025	62	4.279	725,656	313385GJ9	27910	725,763
Fund Total and Average		\$ 2,919,994	4.153		\$ 2,883,703		59	4.264	\$ 2,899,641			\$ 2,900,032

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	961	0.010		961		1	0.010	961	SYS79012	79012	961
U.S. Treasury	USBT	3,167,000	4.210	12/05/2024	3,102,186	05/29/2025	58	4.357	3,145,369	912797NN3	27886	3,145,519
U.S. Treasury	USBT	791,000	4.120	12/30/2024	777,421	05/29/2025	58	4.250	785,597	912797NN3	27904	785,750
U.S. Treasury	USBT	785,000	4.150	03/26/2025	779,208	05/29/2025	58	4.238	779,638	912797NN3	27955	779,751
Federal Home Loan Mt	USBT	785,000	4.190	02/26/2025	776,503	05/30/2025	59	4.294	779,568	313397GF2	27937	779,609
Federal Home Loan Ba	USBT	790,000	4.160	01/29/2025	778,680	06/02/2025	62	4.279	784,225	313385GJ9	27911	784,340
Fund Total and Average		\$ 6,318,961	4.182		\$ 6,214,959		59	4.311	\$ 6,275,358			\$ 6,275,930

LEC Issue#1 2017A DS Fund

U.S. Treasury	USBT	3,448,000	4.210	12/05/2024	3,377,436	05/29/2025	58	4.357	3,424,450	912797NN3	27887	3,424,613
U.S. Treasury	USBT	666,000	4.120	12/30/2024	654,567	05/29/2025	58	4.250	661,451	912797NN3	27905	661,579
U.S. Treasury	USBT	671,000	4.150	03/26/2025	666,050	05/29/2025	58	4.238	666,417	912797NN3	27956	666,514
Federal Home Loan Mt	USBT	675,000	4.190	02/26/2025	667,694	05/30/2025	59	4.294	670,329	313397GF2	27938	670,365
Federal Home Loan Ba	USBT	547,000	4.285	11/26/2024	534,760	06/02/2025	62	4.441	543,001	313385GJ9	27880	542,963
Federal Home Loan Ba	USBT	676,000	4.160	01/29/2025	666,314	06/02/2025	62	4.279	671,058	313385GJ9	27912	671,157
Fund Total and Average		\$ 6,683,000	4.194		\$ 6,588,821		59	4.328	\$ 6,636,706			\$ 6,637,191

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	1,355	0.010		1,355		1	0.010	1,355	SYS79005	79005	1,355
U.S. Treasury	USBT	85,000	4.120	12/30/2024	83,541	05/29/2025	58	4.250	84,419	912797NN3	27906	84,436
U.S. Treasury	USBT	22,000	4.150	03/26/2025	21,838	05/29/2025	58	4.238	21,850	912797NN3	27957	21,853



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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
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	335	0.840	4,298,030	3133EMSK9	27199	4,430,000
Federal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	437	0.799	144,513	3130AN4T4	27270	150,132
U.S. Treasury	USBT	3,589,000	4.375	01/03/2024	3,618,020	12/15/2026	623	4.080	3,614,231	91282CJP7	27700	3,605,787
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	09/30/2028	1,186	4.285	120,224	3130AWN63	27624	119,008
U.S. Treasury	USBT	21,000	4.375	09/28/2023	20,785	08/31/2028	1,248	4.608	21,308	91282CHX2	27647	20,851
U.S. Treasury	USBT	42,000	3.500	10/29/2024	40,984	09/30/2029	1,643	4.046	41,237	91282CLN9	27825	41,071
Fund Total and Average		\$ 8,480,355	2.452		\$ 8,485,647		476	2.334	\$ 8,347,167			\$ 8,474,493

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	58	4.357	2,290,250	912797NN3	27888	2,290,359
Fund Total and Average		\$ 2,306,978	4.208		\$ 2,259,785		58	4.356	\$ 2,291,228			\$ 2,291,337

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	58	4.357	829,297	912797NN3	27889	829,336
Fund Total and Average		\$ 835,305	4.208		\$ 818,216		58	4.356	\$ 829,602			\$ 829,641

LEC O & M Reserve

First American Govt.	USBGC	12,535	4.250		12,535		1	4.250	12,535	SYS70041	70041	12,535
California Asset Mgm	CMP	4,836,796	4.510	09/09/2022	4,836,796		1	4.510	4,836,796	SYS70075	70075	4,836,796
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	91	0.609	346,763	592112XC5	27645	350,000
Nashville Met Gov	USBGC	150,000	0.610	09/18/2023	150,000	07/01/2025	91	0.609	148,536	592112XA9	27646	150,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	119	0.579	987,880	3136G4D75	27047	1,000,066
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	139	0.600	985,880	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	181	0.530	736,328	3133EMBH4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	181	0.530	657,788	3133EMBJ0	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	313	0.699	485,125	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	394	1.200	483,100	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	471	1.050	960,930	57629WDE7	27250	1,001,882
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	512	1.250	95,722	06048VN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	531	1.227	478,335	14913R2Q9	27290	499,458
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	572	1.587	815,941	872898AA9	27335	852,325
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	587	1.480	492,474	74460DAG4	27310	515,078
Public Storage	USBGC	1,064,000	1.500	12/09/2021	1,065,234	11/09/2026	587	1.475	1,017,461	74460DAG4	27341	1,064,403
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	791	3.654	188,204	088005KB6	27424	190,847
Mercedes-Benz Fin. N	USBGC	275,000	3.750	06/26/2023	260,832	02/22/2028	1,057	5.003	268,241	233851DF8	27609	266,200



Northern California Power Agency
Treasurer's Report
03/31/2025

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
Bay Area Toll Author	USBGC	500,000	1.869	09/23/2024	461,155	04/01/2029	1,461	3.752	457,615	072024XF4	27809	465,641
MassMutuel Global Fu	USBGC	500,000	5.150	12/04/2024	515,220	05/30/2029	1,520	4.385	511,340	57629W4T4	27883	514,118
Oregon Education Dis	USBGC	660,000	1.707	09/23/2024	602,184	06/30/2029	1,551	3.728	595,723	68587FAZ7	27811	608,514
San Ramon Valley USD	USBGC	1,000,000	1.794	01/31/2025	898,400	08/01/2029	1,583	4.301	906,910	7994082J7	27921	902,163
California State Gen	USBGC	1,095,000	5.125	09/24/2024	1,168,529	09/01/2029	1,614	3.626	1,132,679	13063EBP0	27810	1,160,792
Fund Total and Average		\$ 16,028,331	2.469		\$ 17,898,948		517	2.819	\$ 17,602,284			\$ 17,910,818
GRAND TOTALS:		\$ 45,690,993	3.187		\$ 45,266,048		317	3.279	\$ 45,020,056			\$ 45,467,511

*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 03/31/2025

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




Commission Staff Report

COMMISSION MEETING DATE: April 24, 2025

SUBJECT: Disposal of Northern California Power Agency Surplus Property

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

All Members	<input checked="" type="checkbox"/>	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 note and file the report by all members for the disposal (private sale) of the following:

- 2007 Chevy Yukon – Hydro
- Scrap Metal – Hydro
- Scrap Metal - LEC

BACKGROUND:

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

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

FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Declarations of Surplus
Receipts of disposal



Date: 01/23/2025

DECLARATION OF SURPLUS SUPPLIES, MATERIALS & EQUIPMENT

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	1	Lot	Scrap Metal	S				Hydro
2.	1	Lot	E-Waste	S				Hydro
3.								
4.								
5.								
6.								
7.								
8.								

JUSTIFICATION FOR SURPLUS/DISPOSAL:

Item #1: Scrap/Recycle Value. These items will be recycled at a scrap yard.

Item #2: No Value - Trash/Junk. These items are broken and no longer work and/or obsolete.

Melissa Conrad

PREPARED BY: Jacob Eymann
Jacob Eymann (Jan 30, 2025 14:34 PST)

APPROVED BY: michaeldebortoli ORG. CODE: 650
(ASST. GEN. MANAGER)

AUTHORIZATION Randy S Howard
TO PROCEED: Randy S Howard (Feb 1, 2025 10:39 PST) DATE: _____
(GENERAL MANAGER)

RECOMMENDED DISPOSITION:

NEGOTIATED (Private) SALE _____

PUBLIC SALE: _____ SEALED BIDS _____ AUCTION

DISPOSAL: ☒ SCRAP/RECYCLE VALUE ☒ NO VALUE - TRASH/JUNK

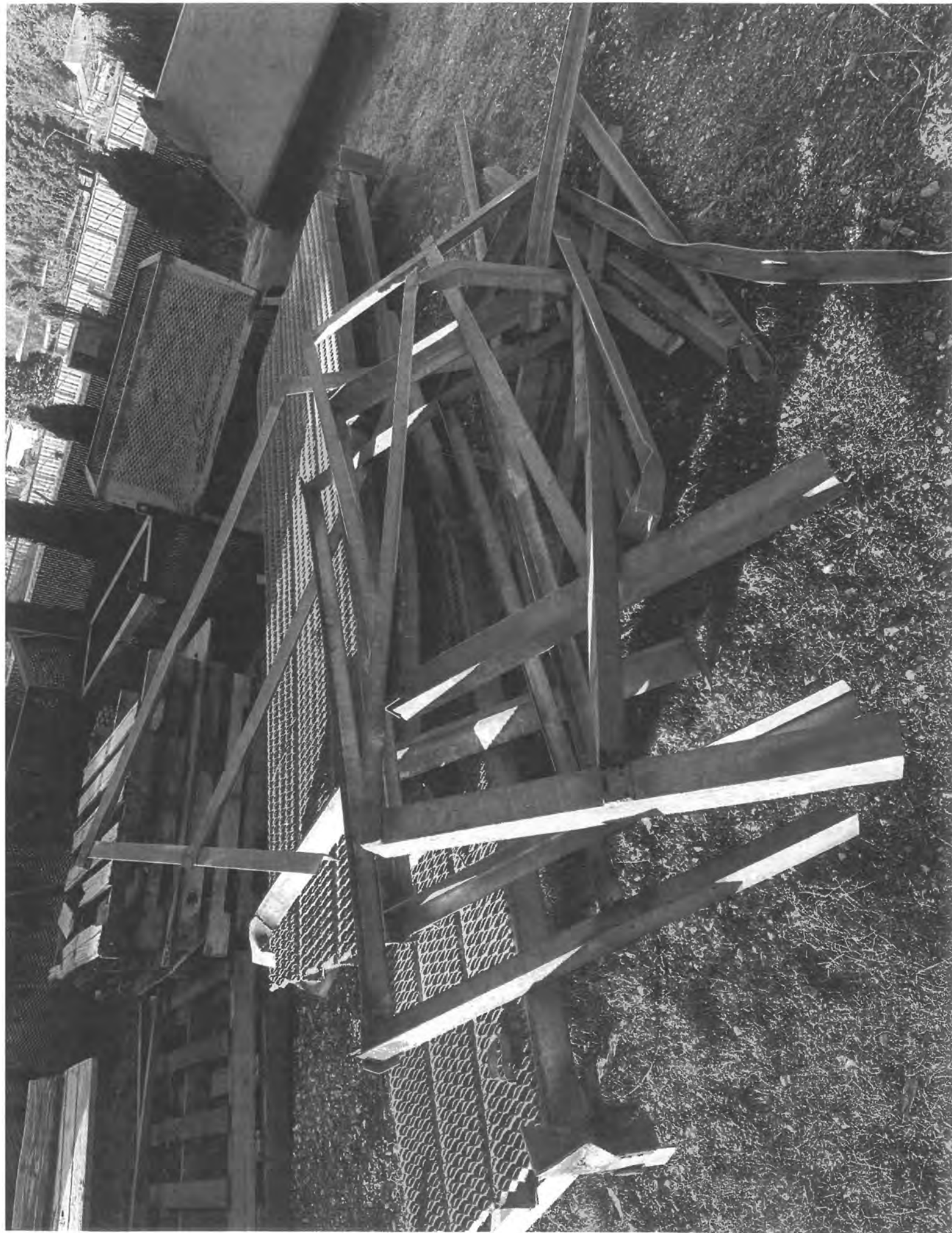
DISPOSITION JUSTIFICATION:

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1







E - WASTE



Date: 02/05/2025

This notice confirms that the Northern California Power Agency has disposed of the following items listed below:

- eWaste

These items will be disposed of at Rock Creek Dump in Milton, CA.

Northern California Power Agency

Employee Name: Taylor Simpson

Signature: _____

Monies Received for this?

☐ YES

☒ NO



477 Bret Harte Drive
Murphys, CA 95247

phone (209) 728-1387
fax (209) 728-1391
web www.ncpa.com

Disposal of Surplus Property

Date: 2/6/25


This notice confirms that Northern California Power Agency has disposed of the following items below:

- Scrap Metal

To the following:

Ralph Souza, R&S Metals
(209) 533-4532

Delivery Acknowledgment:

Delivered By: 

Printed Name: RICHARD EWINS

Date: 2/6/25

Money received for this Yes

No X

Date: 01/23/2025

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

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE		NCPA Property or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	1	Each	2007 GMC Yukon SUV - VIN#1GKF13077R228562	(P)	1	\$1,500.00	#880	Hydro
2.								
3.								
4.								
5.								
6.								
7.								
8.								

JUSTIFICATION FOR SURPLUS/DISPOSAL:

Replacing this 18-year old SUV with 205,165 miles (as of 01/23/2025) for a newer more safe 3/4 ton truck to also tow snowcats. (Geo will be purchasing an EV vehicle in 2025 to off-set this purchase with the new California EV vehicle regulations).

Malissa Conrad

PREPARED BY: Jacob Eymann
Jacob Eymann (Feb 6, 2025 16:11 PST)

APPROVED BY: michaeldebortoli ORG. CODE: 650
michaeldebortoli (Feb 10, 2025 08:20 PST) (ASST. GEN. MANAGER)

AUTHORIZATION TO PROCEED: Randy S Howard DATE: _____
Randy S Howard (Feb 18, 2025 16:46 PST) (GENERAL MANAGER)

RECOMMENDED DISPOSITION:
NEGOTIATED (Private) SALE ☒
PUBLIC SALE: ☐ SEALED BIDS ☐ AUCTION
DISPOSAL: ☐ SCRAP/RECYCLE VALUE ☐ NO VALUE – TRASH/JUNK
DISPOSITION JUSTIFICATION:

Trading vehicle in for the purchase of a new vehicle.

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1









VEHICLE/VESSEL TRANSFER AND REASSIGNMENT FORM

INSTRUCTIONS ON REVERSE SIDE — ALL SIGNATURES MUST BE IN INK — PHOTOCOPIES NOT ACCEPTED

This form is not the ownership certificate. It must accompany the titling document or Application for Duplicate Title. For Car Buyer's Bill of Rights, visit www.dmv.ca.gov.

ACQUISITION NUMBER (DISMANTLER ONLY)

VEHICLE/VESSEL ID

SECTION 1 — VEHICLE/VESSEL DESCRIPTION

IDENTIFICATION NUMBER	YEAR MODEL	MAKE	LICENSE PLATE/CF NO.	MOTORCYCLE ENGINE NUMBER
1GKFK13077R228562	2007 YUKON	GMC		

BILL OF SALE

SECTION 2 — BILL OF SALE

I/We NORTHERN CALIFORNIA POWER AGENCY sell, transfer, and deliver the above vehicle/vessel
PRINT SELLER'S NAME(S)

to AMERICAN CHEVROLET on 02 24 20 25 for the amount of \$ VALUE REC'D
PRINT BUYER'S NAME(S) MO DAY YEAR (SELLING PRICE)

If this was a gift, indicate relationship: _____ (e.g., parents, spouse, friend, etc.) \$ _____
(GIFT VALUE)

ODOMETER

SECTION 3 — ODOMETER DISCLOSURE STATEMENT (Void if Mileage is Altered or Erased)

Federal and State Law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads 2 0 5 , 4 2 0 10 ths (no tenths) miles, and to the best of my knowledge reflects the **ACTUAL** mileage **unless one of the following statements is checked.**

WARNING—ODOMETER DISCREPANCY

☐ Odometer reading is **NOT** the actual mileage ☐ Mileage **EXCEEDS** the odometer mechanical limits

Explain odometer discrepancy: _____

BUYER

SECTION 4 — BUYER AND SELLER (MUST hand print his or her name, date and sign this section.)

BUYER'S SECTION

I acknowledge the odometer reading and the facts of the transfer. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINT BUYER'S NAME <u>AMERICAN CHEVROLET</u>	SIGNATURE <u>X</u>	DATE <u>02/24/25</u>	DL/ID OR DEALER/DISM # <u>09880</u>
PRINT BUYER'S NAME	SIGNATURE <u>X</u>	DATE	DL/ID OR DEALER/DISM #
PRINT BUYER'S NAME	SIGNATURE <u>X</u>	DATE	DL/ID OR DEALER/DISM #
BUYER'S MAILING ADDRESS <u>4742 MCHENRY AVENUE MODESTO CA 95356</u>	CITY <u>MODESTO</u>	STATE <u>CA</u>	ZIP CODE <u>95356</u>
			DAYTIME TELEPHONE NO. <u>(209) 575-1606</u>

SELLER

SELLER'S SECTION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINT SELLER'S NAME <u>NORTHERN CALIFORNIA POWER AGENCY</u>	SIGNATURE <u>X</u>	DATE <u>02/24/25</u>	DL/ID OR DEALER/DISM #
PRINT SELLER'S NAME	SIGNATURE <u>X</u>	DATE	DL/ID OR DEALER/DISM #
PRINT SELLER'S NAME	SIGNATURE <u>X</u>	DATE	DL/ID OR DEALER/DISM #
SELLER'S MAILING ADDRESS <u>651 COMMERCE DR ROSEVILLE CA 95678</u>	CITY <u>ROSEVILLE</u>	STATE <u>CA</u>	ZIP CODE <u>95678</u>
			DAYTIME TELEPHONE NO. <u>(209) 333-6370</u>

POWER OF ATTORNEY

SECTION 5 — POWER OF ATTORNEY

I/We NORTHERN CALIFORNIA POWER AGENCY appoint AMERICAN CHEVROLET
PRINT NAME(S) PRINT NAME(S)

as my attorney in fact, to complete all necessary documents, as needed, to transfer ownership as required by law.

SIGNATURE REQUIRED BY PERSON APPOINTING POWER OF ATTORNEY <u>X</u>	DATE <u>02/24/2025</u>
SIGNATURE REQUIRED BY PERSON APPOINTING POWER OF ATTORNEY <u>X</u>	DATE



NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 3/10/2025

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND **	ESTIMATED VALUE		NCPA Property# / Stock # / Fleet # or Project #	SITE LOCATION
					UNIT	TOTAL		
1.	1	LOT	SCRAP METAL	S				CT2/LEC
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								

JUSTIFICATION FOR EXCESS/DISPOSAL: SCRAP METAL

RECOMMENDED DISPOSITION: SCRAP METAL DISPOSAL

PREPARED BY: Melissa Philpot / Rafael Santana

ORG.

APPROVED BY: Michael DeBarto CODE: _____

(ASST. GEN. MANAGER)

AUTHORIZATION

TO PROCEED: Ramsey & Hing
(GENERAL MANAGER)

DATE: 3/11/25

 PUBLIC SALE PRIVATE SALE

 X DISPOSAL - NO NET SCRAP VALUE

*U/M = UNIT OF MEASURE

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

ORIGINAL TO TREASURER-CONTROLLER



Date: 3/17/2015

This notice confirms that the Northern California Power Agency has disposed of the following items listed below:

- Scrap Metal

To the following:

Vendor Name: V&E Hauling / Vincente Gonzales

Address/Phone #: 524 E. Harold Street, Lodi (209) 915-0214

Signature: [Handwritten Signature]

Northern California Power Agency

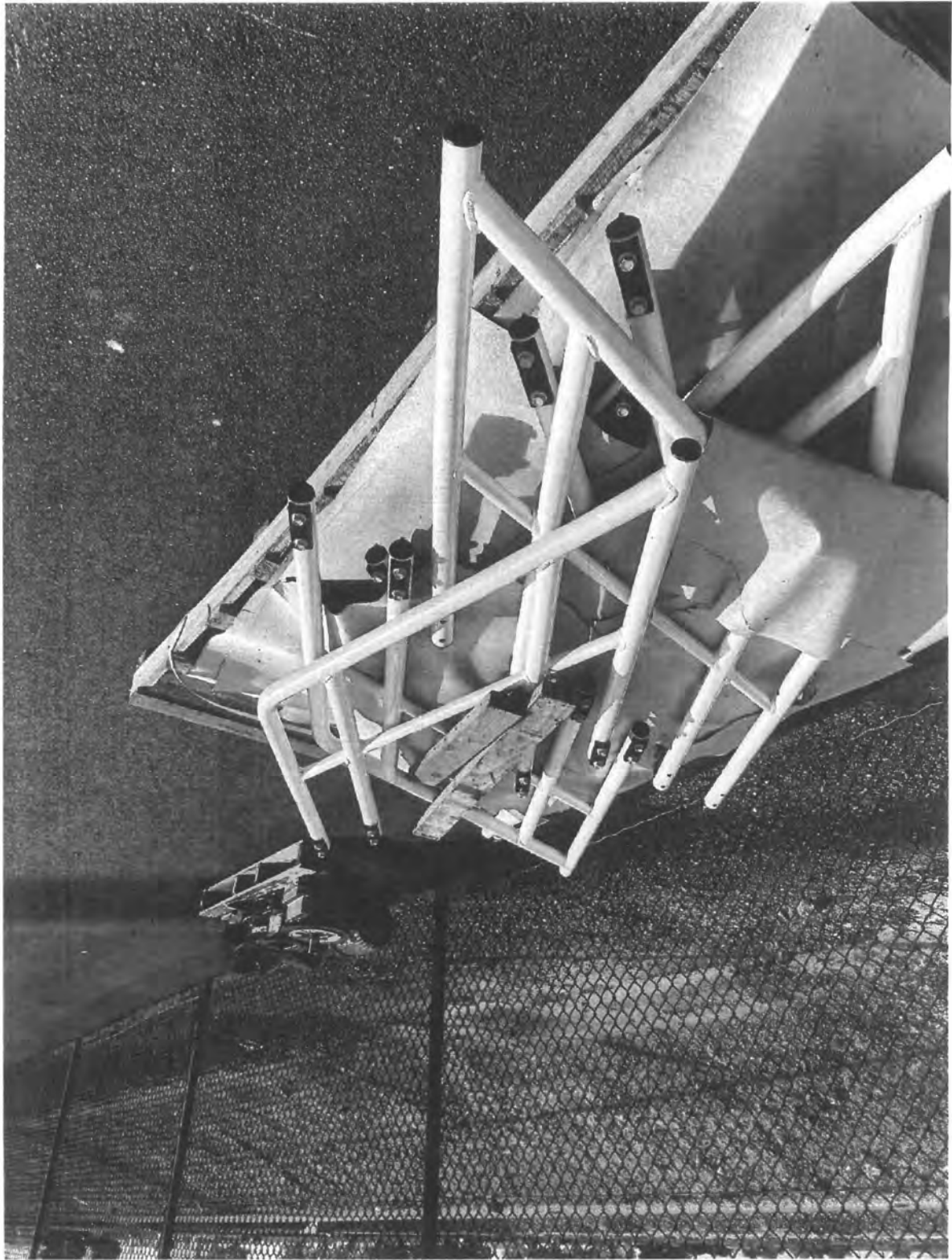
Employee Name: Melissa Philpot

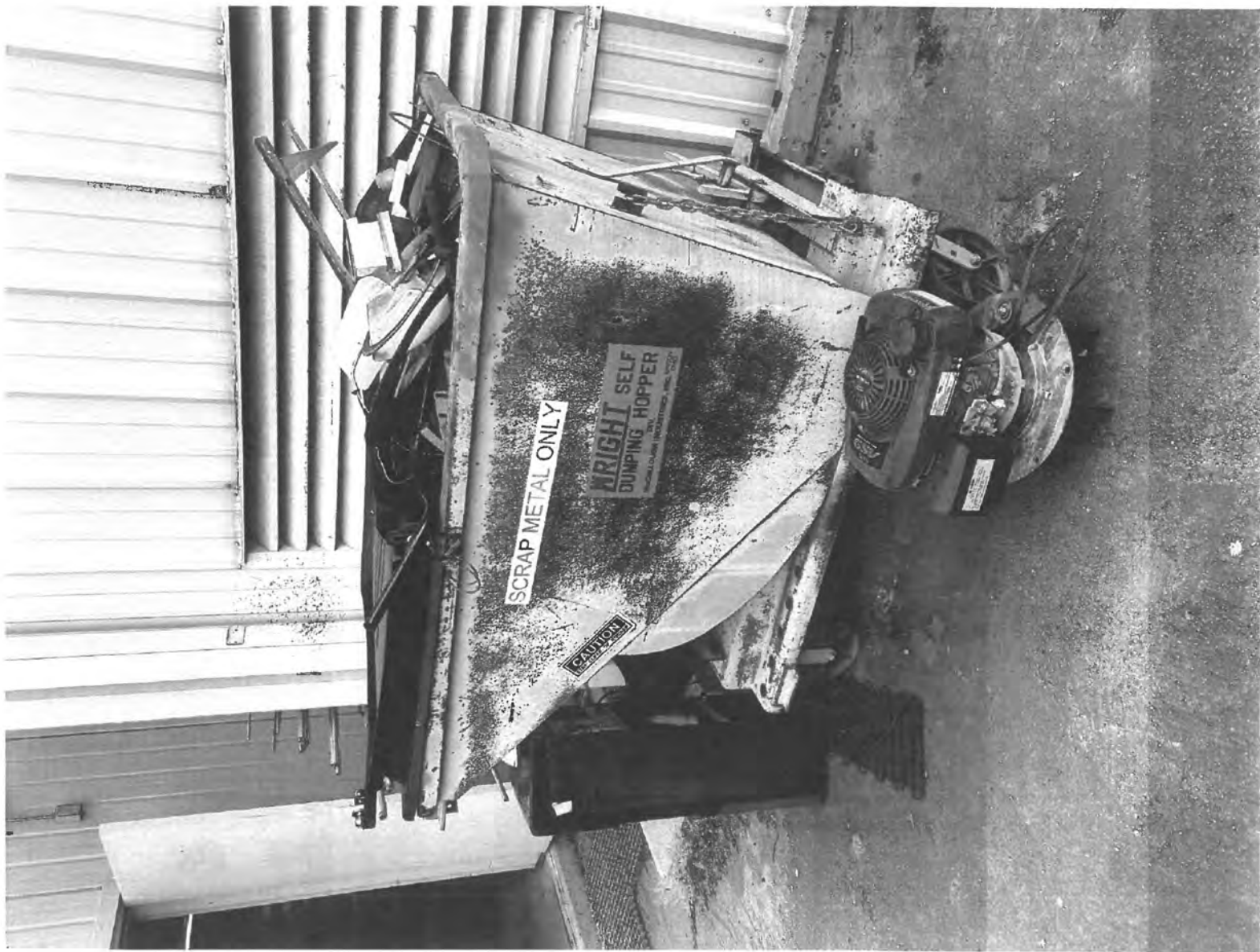
Signature: Melissa C. Philpot

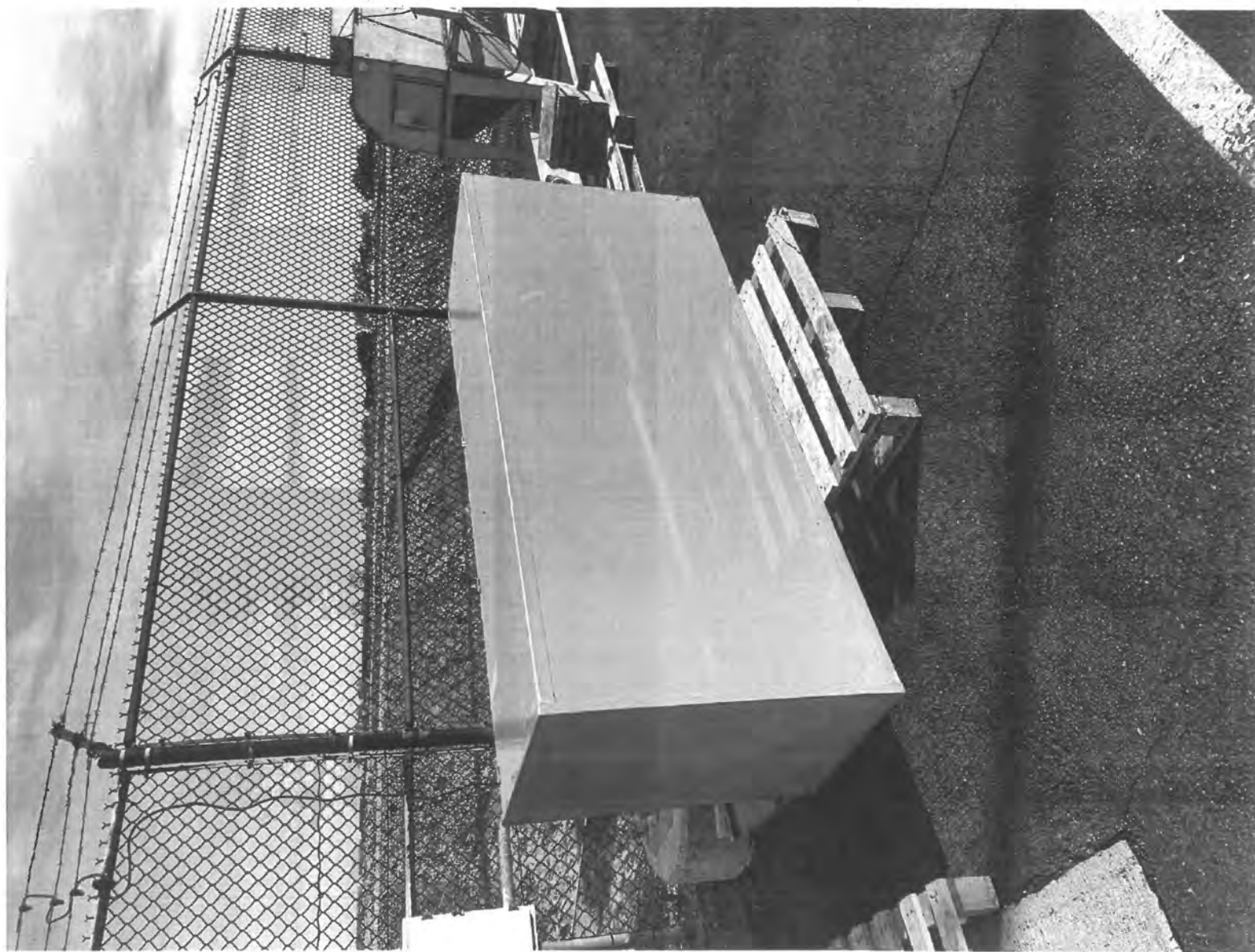
Monies Received for this?

☒ YES (\$ 256.00) (50% of total, rounded)

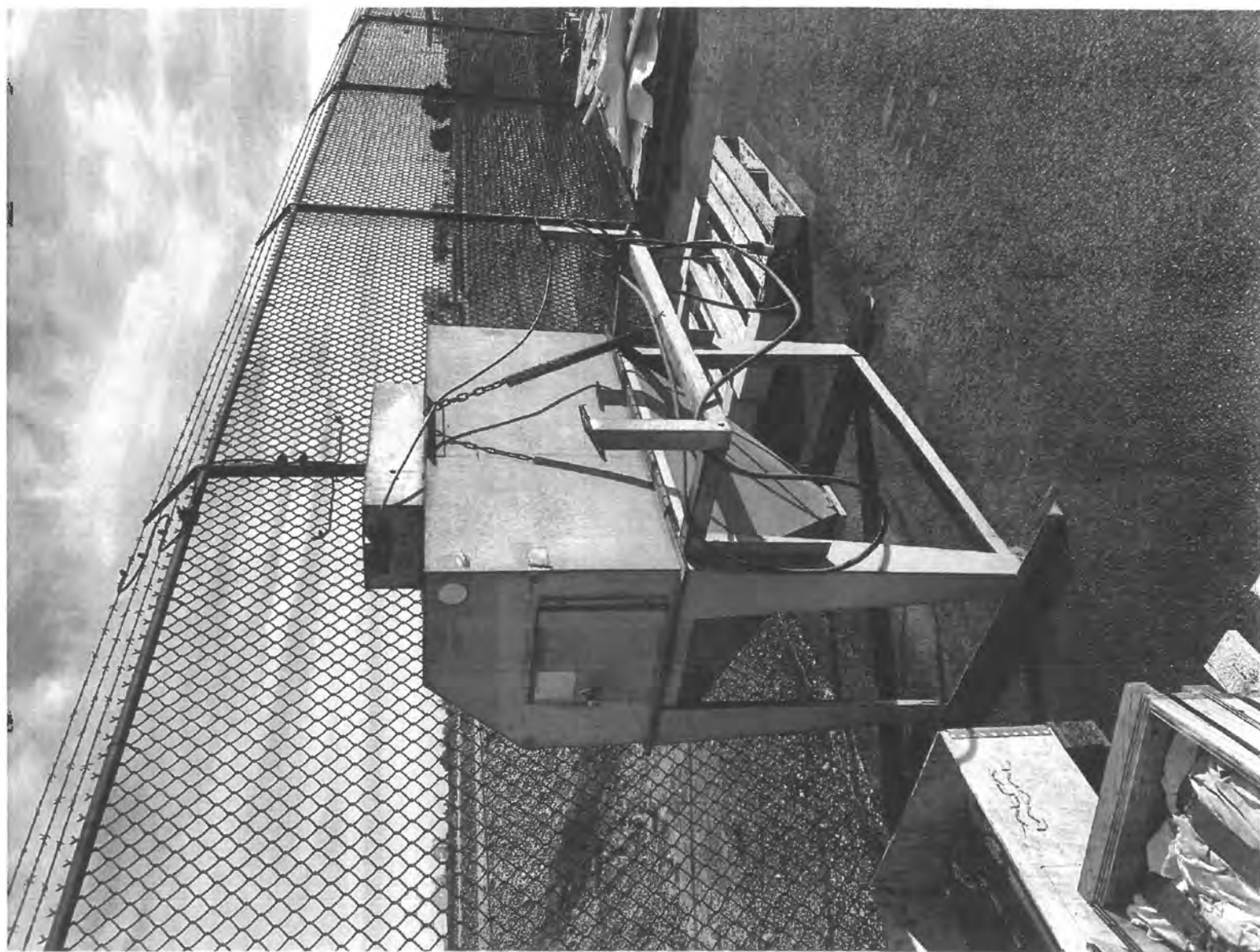
☐ NO













13

Commission Staff Report

COMMISSION MEETING DATE: April 24, 2025

SUBJECT: Vince Sigal Electric, Inc. – Five-Year Multi-Task General Services Agreement for Specialized Electrical Services; Applicable to the following projects: The Northern California Power Agency (NCPA) Geothermal 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 type="checkbox"/>	City of Lodi <input checked="" type="checkbox"/>	City of Shasta Lake <input type="checkbox"/>
Alameda Municipal Power <input checked="" type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>	City of Ukiah <input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit <input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input checked="" type="checkbox"/>
City of Biggs <input checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley <input checked="" type="checkbox"/>	City of Roseville <input checked="" type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input checked="" type="checkbox"/>	City of Santa Clara <input checked="" type="checkbox"/>	Other <input checked="" type="checkbox"/>
	<i>If other, please specify</i>	Turlock

RECOMMENDATION:

Approve Resolution 25-47 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Vince Sigal Electric, Inc. for specialized electrical services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at the NCPA Geothermal facilities.

BACKGROUND:

Specialized electrical services are required from time to time for the operation and maintenance at the Geothermal facilities. 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 enabling agreements in place for similar services with Knight's Electric, Inc., and Gold Electric, Inc.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

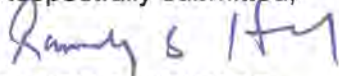
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On April 2, 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 25-47
- Multi-Task General Services Agreement between NCPA and Vince Sigal Electric, Inc.

RESOLUTION 25-47

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

(reference Staff Report #157:25)

WHEREAS, specialized electrical services are required from time to time for the operation and maintenance at the Northern California Power Agency (NCPA) Geothermal facilities; and

WHEREAS, Vince Sigal Electric, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Vince Sigal Electric, Inc. to provide such services as needed at the Geothermal facility 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 General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$1,000,000 over five years, for use at the NCPA Geothermal facilities.

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
VINCE SIGAL ELECTRIC, 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 Vince Sigal Electric, Inc., a corporation with its office located at 1911 Airport Blvd., Santa Rosa, CA 95403 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

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

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

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

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

Invoices shall be sent to:

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

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. 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.** 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.

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. 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 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 Generation Services, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Vince Sigal
President
Vince Sigal Electric, Inc.
1911 Airport Blvd.
Santa Rosa, CA 95403

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.

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

NORTHERN CALIFORNIA POWER AGENCY

VINCE SIGAL ELECTRIC, INC.

Date _____

Date _____

RANDY S. HOWARD, General Manager

VINCE SIGAL, President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Vince Sigal Electric, Inc. ("Contractor") shall provide specialized electrical services, including labor and materials for miscellaneous maintenance purposes, as requested by the NCPA Geothermal Facilities.

Services to include but not limited to the following:

- Energy Audits
- Utility Emergency Power and Distribution
- 3 Point Step Potential Ground Testing
- HV Megger Testing
- HV Switchgear and Temp Cords
- Incident Command Trailers and Equipment
- System Integration & Automation
- Telephone, Data, LAN Installation; Fiber Optics

Subcontractors:

- None

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:

COMPENSATION SCHEDULE AND HOURLY FEES

Rates - Hours will be charged portal to portal at the following per hour rates.

Straight time and Over Time / Double Time rules will follow EE's union agreements.

Journeyman - Straight Time - \$184; Over Time - \$276; Double Time \$368

Apprentice - Straight Time - \$138; Over Time - \$120; Double Time \$276

Rented Equipment will be billed at 15% above invoice.

Purchased supplies and materials will be billed at 15% above invoice.

Delivery charges will be billed at 15% above invoice.

Owned Equipment will be billed at the following rates. If there is owned equipment used but not listed

below it will be billed at market rate, consistent with that of a rental company used by VSE.

HOURLY

Service Truck - \$68.00

Crane Truck - \$100.00

8' Step Ladder - \$2.16

10' Step Ladder - \$3.60

24' Extension Ladder - \$4.93

Pipe Threader Electric 3" - \$15.81

Pipe Die Large 3" - \$2.00

Pipe Vise Tripod - \$5.61

314" Rotary Hammer Drill - \$6.54

100' Extension Cords - \$1.36

Hand Conduit Bender - \$1.15

Large 2" HYO Conduit Bender- \$7.54

Megger- \$575.00

WEEKLY | MONTHLY:

Low Voltage Cables - \$1.15 per foot per week | \$3.45 per foot per month

Hi Voltage Cables - \$5.75 per foot per week | \$17.25 per foot per month

Incident Command Trailer- \$17,250 week | \$50,000 Month

Switchgear per gang - \$1,150 per week | \$3,450 per month

Transformer - \$2,530 per week | \$7,590 per month

Load bank 3.3 - \$8,625 per week | \$25,875 per month
Load bank 6.0 - \$15,775 per week | \$47, 265 per month
Forklift 35K - \$4,025 per week | \$12,750 per month
Portable Diesel Generator - Price quoted at time of request.

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

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



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Commission Staff Report

COMMISSION MEETING DATE: April 24, 2025

SUBJECT: Jill Jolene Meier dba Van Meier Services LLC – Five-Year General Services Agreement for Janitorial Cleaning Services; Applicable to the following: The Northern California Power Agency (NCPA) Geothermal Facilities.

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

Turlock

RECOMMENDATION:

Approve Resolution 25-48 authorizing the General Manager or his designee to enter into a General Services Agreement with Jill Jolene Meier dba Van Meier Services LLC for janitorial cleaning services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at the NCPA Geothermal facilities.

BACKGROUND:

Janitorial cleaning services are required from time to time for the operation and maintenance at NCPA's Geothermal facilities. NCPA has utilized this vendor in the past and has a good working relationship with this vendor. NCPA's previous agreement with this vendor recently expired. NCPA desires to enter into this agreement so established terms and conditions are in place to allow this vendor to provide these services at the NCPA Geothermal facilities.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$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:

Following NCPA procurement policies and procedures, this work was subject to the Competitive Bidding Process. On February 18, 2025, NCPA put out a Request for Proposal (RFP) for janitorial cleaning services for a five-year period for the NCPA Geothermal facilities. A voluntary bid walk was scheduled for February 25, 2025, with bids due on Thursday, March 13, 2025. Out of eight (8) vendors solicited, NCPA received one (1) responsive bid from Jill Jolene Meier dba Van Meier Services LLC. The other vendors solicited were deemed non-responsive, with several vendors stating they were unable to provide services in the Middletown area, while others were found to be noncompliant with the Department of Industrial Relations (DIR) Janitorial Services registration requirements. If approved by the NCPA Commission, this work will be awarded to Jill Jolene Meier dba Van Meier Services LLC.

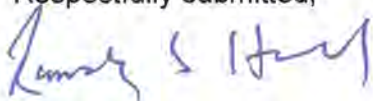
ENVIRONMENTAL ANALYSIS:

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 April 2, 2025, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-48
- General Services Agreement with Jill Jolene Meier dba Van Meier Services LLC

RESOLUTION 25-48

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A GENERAL SERVICES AGREEMENT WITH JILL JOLENE MEIER DBA VAN
MEIER SERVICES LLC**

(reference Staff Report #158:25)

WHEREAS, janitorial cleaning services are required from time to time for the operation and maintenance at the Northern California Power Agency (NCPA) Geothermal facilities; and

WHEREAS, Jill Jolene Meier dba Van Meier Services LLC is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with Jill Jolene Meier dba Van Meier Services LLC to provide such services as needed at the NCPA Geothermal facilities in an amount not to exceed \$500,000 over five years; and

WHEREAS, following NCPA procurement policies and procedures, this work was subject to the Competitive Bidding Process. On February 18, 2025, NCPA put out a Request for Proposal (RFP) for janitorial cleaning services for a five-year period for the NCPA Geothermal Plant facility. NCPA received one (1) responsive bid from the Jill Jolene Meier dba Van Meier Services LLC. If approved by the NCPA Commission, this work will be awarded to Jill Jolene Meier dba Van Meier Services LLC; 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 General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at the NCPA Geothermal facilities.

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



GENERAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND JILL JOLENE MEIER DBA VAN MEIER SERVICES LLC

This General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Jill Jolene Meier dba Van Meier Services LLC, a limited liability company with its office located at 1199 Mockingbird Land, Kelseyville, CA 95453 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2025 ("Effective Date") in Roseville, California.

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

- 1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall in five (5) years or when Contractor completes the Work, whichever is shorter.
- 1.2 **Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform the Work. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Contractor shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 **Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed.

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** FIVE HUNDRED THOUSAND dollars (\$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 Work;
- At Agency's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation to Agency's reasonable satisfaction; and
- At Agency's option, the total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing work hereunder.

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 Commercial General Insurance. Contractor shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Contractor. The policy shall provide a minimum limit of \$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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

5.2 Scope. Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement

be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

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, Division of Labor Standards Enforcement (Labor Commissioner's Office).
- 7.5 Registration with Labor Commissioner's Office.** Continuing through the term of this Agreement, Contractor warrants that it is registered with the Labor Commissioner's Office and is qualified to perform Work consistent with Labor Code Sections 1420-1434.

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 and Change Orders.** The Parties may amend this Agreement only by a writing signed by all the Parties. The Parties may agree to a change order, modifying the duration of the Agreement or the not-to-exceed compensation referenced in Section 2 hereof, by a writing signed by the Contractor and the Contract Administrator.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;
 - 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 8.4.3** Retain a different Contractor to complete the Work not finished by Contractor; and/or
 - 8.4.4** Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor under this Agreement.

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

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

10.1 Operations at the Project Site. Each Project site may include the power plant areas, all buildings, offices, and other locations where Work is to be performed, including any access roads. Contractor shall perform the Work in such a manner as to cause a minimum of interference with Agency's operations and the operations of other contractors at the Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Work at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish, stemming from or relating to Contractor's Work.

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

motorized vehicles as well as any equipment, tools, supplies, materials or other property which is utilized by Contractor on the Project site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

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

Section 11. WARRANTY – Not Applicable

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

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

conditions. Copies of any sampling results will be forwarded to the Agency site safety representative upon request.

- 12.7 Contractor shall develop a plan to properly handle and dispose of any hazardous wastes, if any, Contractor generates in performing the Work.
- 12.8 Contractor shall advise its employees and subcontractors that any employee who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Work.
- 12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

Jill Meier
Owner
Van Meier Services LLC
1199 Mockingbird Lane
Kelseyville, CA 956453

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.** Not Applicable

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

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

- 13.11.1 Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 13.11.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 13.11.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 13.11.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 13.11.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 13.11.6 The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 13.12 **Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's Proposal, the Exhibits shall control.
- 13.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

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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.

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

NORTHERN CALIFORNIA POWER AGENCY

JILL JOLENE MEIER DBA
VAN MEIER SERVICES LLC

Date _____

Date _____

RANDY S. Howard, General Manager

JILL MEIER, Owner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

As requested by the Agency, Contractor shall provide Janitorial Cleaning Services at NCPA's Geothermal Facility Plant 1, Plant 2 and Steamfield.

Work Schedule: Monday, Wednesday, Friday (additional unscheduled work)

Work Scope and Schedules:

ADMINISTRATION BUILDING

Daily: (Monday, Wednesday & Friday)

- Empty all trash & recycle containers.
- Clean both restrooms (clean toilets, sinks and Windex mirrors).
- Clean kitchen (including microwave, range top and sink).
- Check and stock water bottles.
- Stock all paper products (TP, paper towels, toilet seat covers and cups).

Weekly:

- Sweep & mop kitchen and restroom floors.
- Vacuum all carpets, including unlocked offices and conference room.

Annually:

- Clean windows inside and out.

Bi-Annual:

- Professionally steam-clean carpets using truck mount cleaner.
- Rotary machine clean & wax kitchen and restrooms.

CHEM LAB

Weekly (Monday, Wednesday & Friday)

- Empty all trash & recycle containers.

Monthly:

- Sweep and mop floors.

Annually:

- Rotary machine clean & wax floors

GUARD SHACK

Daily: (Monday, Wednesday & Friday)

- Empty trash containers
- Stock all paper products (TP and paper towels)

PLANT 1 CONTROL ROOM

Daily: (Monday, Wednesday & Friday)

- Empty all trash & recycle containers.
- Clean restroom (clean toilet, sink and Windex mirror).
- Clean kitchen (including microwave, range top and sink).
- Check and stock water bottles.
- Stock all paper products (TP, paper towels, toilet seat covers and cups).

Weekly:

- Sweep & mop kitchen and restrooms, locker area & x1 office.

Bi-Annually:

- Clean windows, inside only.

Annually:

- Professionally steam-clean carpets using truck mount cleaner.

MEZZANINE

Daily: (Monday, Wednesday & Friday)

- Empty all trash & recycle containers.
- Clean restroom (clean toilet, sink and Windex mirror).
- Clean Kitchen (including x1 microwave).
- Check and stock water bottles.
- Stock all paper products (TP, paper towels, toilet seat covers, cups and shower towels).

Weekly:

- Sweep & mop kitchen, restroom

Bi-Monthly:

- Clean shower.

Bi-Annually:

- Rotary machine clean & wax restroom.

Annually:

- Rotary machine clean & wax kitchen.

PLANT TWO CONTROL ROOM

Daily: (Monday, Wednesday & Friday)

- Empty all trash & recycle containers.
- Clean restroom (clean toilet, sink and Windex mirror).
- Clean kitchen (including microwave, range top and sink).
- Check and stock water bottles.
- Stock all paper products (TP, paper towels, toilet seat covers and cups).

Weekly:

- Sweep & mop kitchen, restrooms, operations room, electricians' room, break room, hallways & 1xoffice

Annually:

- Clean windows, inside only.

Bi-Annually:

- Rotary machine clean & wax kitchen, restrooms, operations room, electrician's room, break room, hallways & 1xoffice

FIRST FLOOR RESTROOMS**Daily:** (Monday, Wednesday & Friday)

- Empty all trash & recycle containers.
- Clean x2 men's rooms & x1 women's room (clean toilets, sinks and Windex mirrors).
- Stock all paper products (TP, paper towels, toilet seat covers & shower towels).

Weekly:

- Sweep & mop x3 restrooms & hallway.

Bi-Monthly:

- Clean shower in men's room.

Bi-Annually:

- Rotary machine clean restroom floors.

STEAMFIELD ADMINISTRATION BUILDING**Quarterly:**

- Empty all trash and recycle containers.
- Clean both men's and women's restrooms (clean toilets, sinks and Windex mirrors).
- Clean kitchen (including microwave, range top and sink).
- Check and stock water bottles.
- Stock all paper products (TP, paper towels, toilet seat covers and cups).
- Sweep and mop kitchen, restrooms, hallways & x1 office.
- Vacuum carpets in all carpeted offices, conference room & computer room.
- Clean men's shower.

Annually:

- Clean windows inside and out.
- Professionally steam-clean carpets using truck mount cleaner.
- Rotary machine clean & wax kitchen, restrooms, hallways and x1 office

AUTO SHOP**Annually:**

- Rotary machine clean & wax floor.

MACHINE SHOP / WAREHOUSE

Daily:

- Empty all trash and recycle containers (Exception of 55-gallon trash containers).
- Clean both men's bathrooms (clean toilets, sinks and Windex mirrors).
- Clean break area (including x2microwaves)
- Check and stock water bottles.
- Stock all paper products (TP, paper towels, toilet seat covers and cups).
- Breakdown & recycle cardboard

Weekly:

- Sweep & mop break area restrooms, electrician's room (tile only), warehouse office & breakroom office.
- Clean and stock electricians sink area.
- Clean and stock machine shop sink area.

Monthly:

- Clean both men's showers.

Quarterly:

- Rotary machine clean and wax machine shop break room.

Bi-Annual:

- Rotary machine clean tile floors in both men's restrooms and electrician's floor.

Annually:

- Rotary machine clean & wax warehouse office.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed the 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:

The following yearly rates and/or compensation for services are valid at the NCPA Geothermal facility:

The payment schedule for Contractor is:

Geothermal Janitorial Services Yearly Breakdown:

Year 1: \$80,640

Year 2: \$81,840

Year 3: \$83,040

Year 4: \$84,240

Year 5: \$85,440

Time and Material Rates (Work Outside the Original Scope of Work):

\$40.00 per hour

\$60.00 per overtime

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.



15

Commission Staff Report

COMMISSION MEETING DATE: April 24, 2025

SUBJECT: Hunt Oil of California – Five-Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Purchase of Diesel Fuel, Propane, Unleaded Fuels, Oil, and Lubricants; 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:	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 25-49 authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hunt Oil of California for the purchase of diesel fuel, propane, unleaded fuels, oil, and lubricants, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$500,000 over five years, for use at any facilities owned and/or operated by NCPA.

BACKGROUND:

Various diesel fuel, propane, unleaded fuels, oil, and lubricants 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 Pacific States Petroleum, Valley Pacific Petroleum (pending), South Counties Lubricants, and Westgate Petroleum (NCPA Geothermal facilities use only).

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$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:

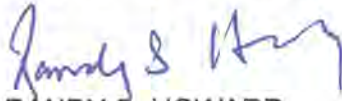
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On April 2, 2025, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On April 7, 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 25-49
- Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hunt Oil of California

RESOLUTION 25-49

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK AGREEMENT FOR PURCHASE OF EQUIPMENT,
MATERIALS AND SUPPLIES WITH HUNT OIL OF CALIFORNIA**

(reference Staff Report 159:25)

WHEREAS, various diesel fuel, propane, unleaded fuels, oil, and lubricants 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, Hunt Oil of California is a provider of these products; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Hunt Oil of California to provide such products 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 \$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
HUNT OIL OF CALIFORNIA**

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 Hunt Oil of California, ("Supplier"), whose principal office is located at 5750 S. Watt Avenue, Sacramento, CA 95829 (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 not pass until the Agency accepts delivery at this Site. 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 include Goods delivered directly to the Agency. The "designated Project Site", as that term is used herein, shall mean the site for delivery, DDP, at a facility owned and/or operated by Agency.

Section 3. TERM OF AGREEMENT. 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.

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 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 FIVE HUNDRED THOUSAND dollars (\$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 ninety (90) days after the delivery of Goods to invoice Agency for all amounts due and outstanding under this Agreement. 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 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 **Self-Insured Retention.** Supplier shall declare the amount of the self-insured retention to the Agency; the amount shall be not more than \$100,000.

6.5.5 **Additional Certificates and Endorsements.** Not Applicable.

6.6 **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) 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.

Section 7. WARRANTY. In addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Supplier, 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; are suitably safe and sufficient for the purpose for which they are normally used; and are not subject to any liens or encumbrances. 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. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof, unless Supplier's warranty is for greater than one (1) year, in which case Supplier's warranty shall be applied), the Goods provided by Supplier under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Supplier shall, upon any reasonable written notice from Agency, replace or repair the same to Agency's satisfaction.

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 any acts or omissions by Supplier, 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.
- 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 after Supplier or its agents complete transfer of the Goods 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, 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 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.** 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:

Hunt Oil of California
Attention: Jacqueline Skaggs
5750 S. Watt Avenue
Sacramento, CA 95829

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** 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.

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

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

NORTHERN CALIFORNIA POWER AGENCY

HUNT OIL OF CALIFORNIA

Date: _____

Date: _____

RANDY S. HOWARD,
General Manager

JOSHUA M. HUNT,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
PURCHASE LIST

Hunt Oil of California ("Supplier") shall provide the following as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency.

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

- Diesel Fuel
- Propane
- Unleaded Fuels
- Oils & Lubricants
- Fuel Equipment

Rates will be proposed at the time materials are needed.

EXHIBIT B
CERTIFICATION

Affidavit of Compliance for Suppliers

I, Joseph Hunt

(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

Hunt Oil of California

(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, Joseph Hunt

(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,

Hunt Oil of California

(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.



Commission Staff Report

COMMISSION MEETING DATE: April 24, 2025

SUBJECT: Lionakis - Second Amendment to Five Year Multi-Task Professional Services Agreement for Design Development, Construction Documents, Cost Estimating, Bidding, Permitting, and Construction Administration Services; applicable to the following: All Northern California Power Agency (NCPA) Facilities

AGENDA CATEGORY: Consent

FROM: Monty Hanks *MH*
Assistant General
Manager/CFO

Division: Administrative Services

Department: General Services

METHOD OF SELECTION:

Competitive Pricing Process

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 25-51 authorizing the General Manager or his designee to enter into a Second Amendment to the Multi-Task Professional Services Agreement with Lionakis for design development, construction documents, cost estimating, bidding, permitting, and construction administration, amending the not-to-exceed amount of \$250,000 to \$500,000 with no change to the original contract term for use at all facilities owned and/or operated by NCPA.

BACKGROUND:

Lionakis provides NCPA with design development, construction documents, cost estimating, bidding, permitting, and construction administration professional services for the Disaster Recovery Center project.

On May 24, 2022, NCPA entered into a five-year Multi-Task Professional Services Agreement with Lionakis for an amount not to exceed \$70,000, to provide architectural design consulting services including pre-design and feasibility assessment services, preparation of plans, survey and reports, general planning and other usage requirements for projects at any facilities owned and operated by Agency.

On August 23, 2023, NCPA entered into a First Amendment to the Multi-Task Professional Services Agreement with Lionakis, amending the not-to-exceed amount from \$70,000 to \$250,000.

The Agency now desires to amend the Agreement to increase the total not to exceed from \$250,000 to \$500,000.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$500,000 over the existing five-year term through May 23, 2027. It is expected that the Disaster Recovery Center Tenant Improvement Project (DRC Project) may use a portion of this agreement for final architectural design services however, any expenses related to this agreement have already been included in the funding for the DRC Project. No budget augmentation is required.

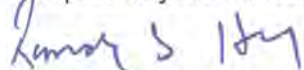
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On April 2, 2025, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 25-51
- Second Amendment to Lionakis MTPSA

RESOLUTION 25-51

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY SECOND AMENDMENT TO THE LIONAKIS MULTI TASK PROFESSIONAL SERVICES AGREEMENT

(reference Staff Report #164:25)

WHEREAS, on May 24, 2022, NCPA entered into a five-year Multi Task Professional Services Agreement with Lionakis for an amount not to exceed \$70,000 to provide architectural design consulting services including pre-design and feasibility assessment services, preparation of plans, survey and reports, general planning and other usage requirements for projects at any facilities owned and operated by Agency; and

WHEREAS, on August 23, 2023 NCPA entered into a First Amendment to the Multi-Task Professional Services Agreement with Lionakis, amending the not-to-exceed amount from \$70,000 to \$250,000; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total not to exceed amount to \$500,000; and

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

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approve Resolution 25-51 authorizing the General Manager or his designee to enter into a Second Amendment to the five-year Multi-Task Professional Services Agreement with Lionakis, amending the not-to-exceed amount from \$250,000 to \$500,000 for use at all 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



SECOND AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND LIONAKIS

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

WHEREAS, the Parties entered into a Multi-Task Professional Services Agreement dated effective May 24, 2022, (the "Agreement") for Lionakis to provide architectural design consulting services including pre-design and feasibility assessment services, preparation of plans, survey and reports, and General Plan and other usage requirements for projects at any facilities owned and operated by Agency; and

WHEREAS, the Parties entered into a First Amendment to the Multi-Task Professional Services Agreement on August 23, 2023, to expand the Scope of Services and increase the total compensation authorized by the Agreement from a "NOT TO EXCEED" amount of \$70,000 to a "NOT TO EXCEED" amount of \$250,000; 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 \$250,000 to a "NOT TO EXCEED" amount of \$500,000; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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///

///

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

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

LIONAKIS

RANDY S. HOWARD, General Manager

G. TYLER BABCOCK, Principal

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



Commission Staff Report

COMMISSION MEETING DATE: April 24, 2025

SUBJECT: Colantuono, Highsmith & Whatley, PC – First Amendment Legal Services Agreement for Assistant General Counsel and Specialized Legal Services

AGENDA CATEGORY: Consent

FROM: Jane E. Luckhardt

General Counsel

Division: Executive Services

Department: Legal

METHOD OF SELECTION:

Competitive Pricing Process

If other, please describe:

IMPACTED MEMBERS:

All Members ☒

City of Lodi ☐

City of Shasta Lake ☐

Alameda Municipal Power ☐

City of Lompoc ☐

City of Ukiah ☐

**San Francisco Bay Area
Rapid Transit** ☐

City of Palo Alto ☐

Plumas-Sierra REC ☐

City of Biggs ☐

City of Redding ☐

Port of Oakland ☐

City of Gridley ☐

City of Roseville ☐

Truckee Donner PUD ☐

City of Healdsburg ☐

City of Santa Clara ☐

Other ☐

If other, please specify

RECOMMENDATION:

Approve Resolution 25-44 authorizing the General Manager or his designee to enter into a First Amendment to the Legal Services Agreement with Colantuono, Highsmith & Whatley, PC for assistant general counsel and specialized legal services, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the term for an additional two-year period from May 1, 2025, to a new expiration date of May 1, 2027, and amending the Fee Schedule and Reimbursable Expenses, with no change to the total not to exceed compensation amount.

BACKGROUND:

On May 2, 2022, NCPA entered into a Legal Services Agreement ("Agreement") with Colantuono, Highsmith & Whatley, PC ("Attorneys") for Attorneys to provide assistant general counsel services and specialized legal services, including but not limited to representation in litigation, as requested by NCPA. The Agreement was the result of a formal Request for Qualifications and proposals for Legal Services issued by the Legal Department in June 2021. The Agreement includes a provision that the parties may elect to amend the Agreement to extend the three-year term for up to two (2) additional years, as mutually agreed.

David J. Ruderman, Senior Counsel of the Colantuono firm, has provided assistant general counsel services as well as specialized services as requested by NCPA General Counsel Jane Luckhardt. Over the initial term of the Agreement, Attorneys have not increased the hourly billing rates charged to NCPA.

FISCAL IMPACT:

Upon execution of the First Amendment, the total not to exceed amount of the agreement will remain unchanged over the remainder of the contract term. Funds for the services were included in the approved annual budgets through FY25, and are included in the proposed budget for FY26.

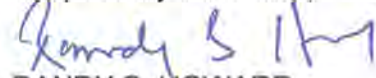
ENVIRONMENTAL ANALYSIS:

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 April 3, 2025, the Legal Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-44
- First Amendment to Legal Services Agreement
- Legal Services Agreement with Colantuono, Highsmith & Whatley, PC

RESOLUTION 25-44

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH COLANTUONO, HIGHSMITH & WHATLEY, PC (reference Staff Report #154:25)

WHEREAS, On May 2, 2022, NCPA entered into a Legal Services Agreement with Colantuono, Highsmith & Whatley, PC for Attorneys to provide assistant general counsel services and specialized legal services, including but not limited to representation in litigation, as requested by NCPA; and

WHEREAS, David J. Ruderman, Senior Counsel of the Colantuono firm, has provided assistant general counsel services as well as specialized services as requested by NCPA General Counsel Jane Luckhardt. Over the initial term of the Agreement, Attorneys have not increased the hourly billing rates charged to NCPA; and

WHEREAS, NCPA now desires to enter into a First Amendment to the Legal Services Agreement to extend the term for an additional two-year period from May 1, 2025, to a new expiration date of May 1, 2027, and amend the Fee Schedule and Reimbursable Expenses, with no change to the total not to exceed compensation amount; 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 Commission authorize the General Manager or his designee to enter into a First Amendment to the Legal Services Agreement with Colantuono, Highsmith & Whatley, PC for assistant general counsel and specialized legal services, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the term for an additional two-year period from May 1, 2025, to a new expiration date of May 1, 2027, and amending the Fee Schedule and Reimbursable Expenses, with no change to the total not to exceed compensation amount.

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

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

JAMES "BO" SHEPPARD
CHAIR

ATTEST: CARRIE POLLO
ASSISTANT SECRETARY



**FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
COLANTUONO, HIGHSMITH & WHATLEY, PC**

This First Amendment ("Amendment") to the Legal Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Colantuono, Highsmith & Whatley, PC, ("Attorneys") (collectively referred to as "the Parties") as of _____, 2025.

WHEREAS, the Parties entered into a Legal Services Agreement dated effective May 2, 2022, (the "Agreement") for Attorneys to provide Assistant General Counsel services and specialized legal services including litigation, and other specialized services as requested; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional two-year period from the original expiration date of May 1, 2025, to a new expiration date of May 1, 2027; and

WHEREAS, the Attorneys now desire to amend the Fee Schedule and Reimbursable Expenses set forth in Exhibit B to the Agreement; and

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

WHEREAS, in accordance with Section 7.1, all changes to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree as follows:

1. **Section 1.1—Term of Services** of the Agreement is amended and restated to read in full as follows:

This Agreement shall begin upon signature by all parties and shall end when Attorneys complete the work described in Exhibit A, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter, unless the term of the Agreement is otherwise terminated or modified, as provided for herein.

2. **Exhibit B – ATTORNEY'S FEE SCHEDULE AND REIMBURSEABLE EXPENSES** is amended and restated effective as of the date of the Amendment to read in full as set forth in the Attached Exhibit B.

///

///

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

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

Date: _____

COLANTUONO, HIGHSMITH & WHATLEY,
PC

RANDY S. HOWARD, General Manager

DAVID J. RUDERMAN, Senior Partner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT B

ATTORNEY'S FEE SCHEDULE AND REIMBURSABLE EXPENSES

Compensation for all tasks, including hourly fees and expenses, shall not exceed the amount set forth in Section 2, Compensation, of the Agreement. This dollar amount is not a guarantee that Agency will pay that full amount to Attorneys, but is merely a limit of potential Agency expenditures under this Agreement.

Attorney Hourly Rates:

Assistant General Counsel Services	Capped at \$345 per hour
Specialized Legal Services, including litigation	Standard Rates capped at \$395 per hour

Standard rates range from \$265 to \$625 per hour depending on the experience and reputation of the attorneys. See Appendix A for hourly rates.

Clerks	\$210 - \$235 per hour
Paralegal and Legal Assistants' Rates:	\$155 - \$190 per hour

All services are billed on an as-needed basis as determined by NCPA General Counsel in increments of one-tenth of an hour. Requests for adjustment of rates are by mutual agreement, and are generally made at the beginning of a calendar year.

Reimbursable Costs

We will not charge NCPA for mileage or travel for Assistant General Counsel services but propose to do so for Specialized Legal Services including traveling to and from court appearances in litigation. We charge 20 cents per page for in-house photocopies for projects that use over 25 pages, one dollar per outgoing page for facsimile transmissions, and mileage at the IRS rate. We also charge for postage in excess of \$5.00. As to other costs, we simply pass on to you, without mark-up, the costs of any expenses incurred, such as outside copying, Federal Express charges, etc. We do not charge for word processing or secretarial overtime. Moreover, the firm does not charge additional fees for basic computer-assisted research or investigation. In the event a separate fee is charged to the firm for unusual research, we would pass that expense on to NCPA without mark-up and only with the prior approval of the General Counsel. We will also agree not to charge NCPA for office support services and similar operational costs.

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

APPENDIX A

ATTORNEY HOURLY BILLING RATES 2025

COLANTUONO, HIGHSMITH & WHATLEY, PC

2025 Hourly Rate Table		NCPA Discounted Rate General Services	NCPA Discounted Rate Special Services
Shareholders & Senior			
Contract Attorneys	450-625	345	395
15th Year and More	465-625	345	395
10-14 Year Associates	440-465	345	395
9th Year Associates	435	345	395
8th Year Associates	420	345	395
7th Year Associates	380	345	380
6th Year Associates	340	340	340
5th Year Associates	325	325	325
4th Year Associates	310	310	310
3rd Year Associates	300	300	300
2nd Year Associates	290	290	290
1st Year Associates	265	265	265
Law Clerk/Paralegals	235-210	235-210	235-210
Legal Assistants	155-190	155-190	155-190



LEGAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND COLANTUONO, HIGHSMITH & WHATLEY, PC

This agreement for legal services ("Agreement") is entered into on May 2, 2022, (the "Effective Date") between the NORTHERN CALIFORNIA POWER AGENCY, a public joint powers agency, with offices located at 651 Commerce Drive, Roseville, CA, ("Agency") and COLANTUONO, HIGHSMITH & WHATLEY, PC, with offices located at 420 Sierra College Drive, Suite 140, Grass Valley, California 95945, ("Attorneys") (together sometimes referred to as the "Parties").

Section 1. SERVICES. In accordance with the terms and conditions set forth in this Agreement, Attorneys agree to perform all services described in the Scope of Work attached as Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** This Agreement shall begin upon signature by all parties and shall end when Attorneys complete the work described in Exhibit A, or no later than three (3) years from the date this Agreement was signed by Agency, whichever is longer, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. The Parties may elect to amend the Agreement to extend the three-year term for up to two (2) additional years, as mutually agreed.
- 1.2 **Standard of Performance.** Attorneys shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Attorneys are engaged in the geographical area in which Attorneys practice their profession.
- 1.3 **Assignment of Personnel.** Attorneys have assigned David J. Ruderman as the primary attorney to perform the Assistant General Counsel services in connection with this Agreement.
- 1.4 **Termination.** Either party may cancel this Agreement at any time and without cause upon written notification to Attorneys. In the event of termination, Attorneys shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; Agency, however, may condition payment of such compensation upon Attorneys delivering to Agency appropriate documents and records identified in Section 8.1 of this Agreement.

Section 2. COMPENSATION. Agency hereby agrees to pay Attorneys an amount **NOT TO EXCEED** Five Hundred Thousand and No/100 Dollars (\$500,000.00) for all work set forth in Exhibit A, in accordance with the Attorneys' fee schedule and reimbursable expenses which are attached as Exhibit B, and made a part of this Agreement. In the event of a conflict between this Agreement and Attorneys' proposal regarding the amount of compensation, this Agreement shall prevail. This dollar amount is not a guarantee that Agency will pay that full amount to Attorneys, but is merely a limit of potential Agency expenditures under this Agreement.



- 2.1 Invoices.** Attorneys shall submit invoices 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;
 - Description of 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 Attorneys and each employee, agent, or subcontractor; and
 - At Agency's option, when Attorney'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.
- 2.2 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 Attorneys.
- 2.3 Hourly Fees / Reimbursable Expenses.** If applicable, fees for work performed by Attorneys on an hourly basis shall not exceed the amounts shown on the fee schedule attached to this Agreement as Exhibit B. Reimbursable expense are specified in Exhibit B.
- 2.4 Payment of Taxes.** Attorneys are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Attorneys, at their own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the agreement.

- 3.1 Workers' Compensation.** If Attorneys employ any person, Attorneys shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Attorneys with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident.
- 3.2 Commercial General and Automobile Liability Insurance.** Attorneys shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. At the sole option of the Agency, the Agency shall



be named as an additional insured and insurance shall provide primary coverage with respect to the Agency.

- 3.3 Professional Liability Insurance.** Attorneys shall maintain professional liability insurance for licensed professionals performing work in connection with this Agreement in an amount not less than FOUR MILLION DOLLARS (\$4,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed Five Hundred Thousand Dollars (500,000) per claim.

3.4 All Policies Requirements.

- 3.4.1 Verification of coverage.** Prior to beginning any work under this Agreement, Attorneys 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; (2) policy endorsements to the general liability 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; or (3) upon request by the Agency, complete copies of all policies and/or complete copies of all endorsements that demonstrate compliance with this Section 3

- 3.4.2 Notice of Reduction in or Cancellation of Coverage.** An endorsement must be attached to all insurance obtained in accordance with this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

Section 4. INDEMNIFICATION AND ATTORNEYS' RESPONSIBILITIES.

- 4.1** Attorneys shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the Agency and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the attorneys. Attorneys will bear all 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 ("Liabilities"). Such obligations, to defend, hold harmless, and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the Agency.

Section 5. STATUS OF ATTORNEYS.

- 5.1 Independent Contractor.** At all times during the term of this Agreement, Attorneys shall be an independent contractor and shall not be an employee of



Agency. Attorneys shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent.

Section 6. LEGAL REQUIREMENTS.

- 6.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 Compliance with Applicable Laws.** Attorneys and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.
- 6.3 Licenses and Permits.** Attorneys represents and warrants to Agency that Attorneys and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
- 6.4 Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Attorneys shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Attorneys under this Agreement.

Section 7. MODIFICATION.

- 7.1 Amendments.** The parties may amend this Agreement only by a writing signed by both of the parties.
- 7.2 Assignment and Subcontracting.** Attorneys may not assign this Agreement or any interest therein without the prior written approval of the Agency. Attorneys shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Agency.
- 7.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Attorneys shall survive the termination of this Agreement.
- 7.4 Options upon Breach by Attorneys.** If Attorneys materially breach any of the terms of this Agreement, Agency's remedies shall include, but not be limited to, the following:
 - 7.4.1** Immediately terminate the Agreement;
 - 7.4.2** Retain the reports, documents, and any other work products prepared for the Agency by Attorneys in accordance with this Agreement;

7.4.3 Retain different Attorneys to complete the work described in Exhibit A not finished by Attorneys; or

7.4.4 Charge Attorneys the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that Agency would have paid Attorneys in accordance with Section 2 if Attorneys had completed the work.

Section 8. KEEPING AND STATUS OF RECORDS.

8.1 **Records Created as Part of Attorneys' Performance.** All reports, documents, and any other work products prepared for the Agency by Attorneys in accordance with this Agreement, in electronic or any other form, or obtain in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the Agency.

8.2 **Attorneys' Records.** Attorneys shall maintain any and all records or 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 Attorneys to this Agreement.

8.3 **Confidential Information and Disclosure.** During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Attorneys understand that NCPA is a public agency and is subject to the laws that may compel it to disclose information about Attorneys' business.

Section 9 MISCELLANEOUS PROVISIONS.

9.1 **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.

9.2 **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.

9.3 **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.



9.4 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.

9.5 Contract Administration. This Agreement shall be administered by Randy S. Howard, General Manager, or his designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

9.6 Notices. Any written notice to Attorneys shall be sent to:

David J. Ruderman
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945

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 copy to:

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

9.7 Professional Seal. Where applicable, the first page of a technical report shall be signed by the licensed professional responsible for the report.

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

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

Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after 15 days of good faith negotiations, the parties shall



attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both parties. Mediation will begin within 30 days of the selection of this disinterested third party, and will end 15 days after commencement. The parties shall equally bear the costs of any third party in any alternative dispute resolution process.

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.*

9.10 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.

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

NORTHERN CALIFORNIA POWER AGENCY

COLANTUONO, HIGHSMITH & WHATLEY,
PC

RANDY S. HOWARD, General Manager

DAVID J. RUDERMAN, Senior Counsel

Attest:

Assistant Secretary of the Commission

Approved as to Form.

Jane E. Luckhardt, General Counsel

Linda Stone

From: Randy Howard
Sent: Monday, May 2, 2022 9:19 AM
To: *Mgmt Team; Marc Pelletier; Michael DeBortoli
Cc: *Admin Assts; Sondra Ainsworth; Brynna Bryant
Subject: RE: Signature Authority

Good morning,

Monty Hanks will have signature authority on my behalf May 2-6, 2022.

Thank you,
Randy

Randy S. Howard
General Manager
Northern California Power Agency
A Public Agency
651 Commerce Drive, Roseville CA 95678
916-781-4200



EXHIBIT A SCOPE OF SERVICES

As requested by Agency, Attorneys shall advise NCPA concerning legal rights, obligations and privileges by performing the following duties and responsibilities:

Assistant General Counsel Services

- In the absence of NCPA's General Counsel, providing legal advice, consultation, and representation, to NCPA's Executive Committee, Commission and General Manager as necessary and appropriate to protect the interests of the agency and/or its members.
- Providing advice on legal procedural issues including Ralph M. Brown Act and the California Public Records Act requirements.
- Providing legal research, interpretation, and advice regarding provisions of California and Federal constitutions, statutes, decisions, ordinances, and regulations for joint powers agencies.
- Examining facts, data, and relevant law to make recommendations on legal strategy for defending, prosecuting, or settling lawsuits and

Advising on the following as needed:

- Compliance with the California Public Records Act.
- Lobbying disclosures or other state laws and regulations.
- California electric industry matters.
- Matters related to nonprofit public benefit corporations.
- Negotiating and drafting complex project agreements, particularly involving multiple parties/owners.
- Procurement codes, prevailing wage, public works, public bidding and other applicable public contracting legal requirements.
- California conflict of interest statutes and regulations, particularly as they may apply to members of the board of directors of a joint powers agency.
- Matters involving internal affairs, directors, officers and relations with the general public.
- Prepare resolutions (as requested) and approve resolutions prepared by NCPA staff and others for NCPA Commission approval, and attend regular and special Commission meetings as needed
- Other Assistant General Counsel related legal matters as requested.



Specialized Legal Services Including Litigation

- Representing NCPA in litigation, as requested
- Other specialized legal services, as requested.



EXHIBIT B

ATTORNEY'S FEE SCHEDULE AND REIMBURSABLE EXPENSES

Compensation for all tasks, including hourly fees and expenses, shall not exceed the amount set forth in Section 2, Compensation, of the Agreement. This dollar amount is not a guarantee that Agency will pay that full amount to Attorneys, but is merely a limit of potential Agency expenditures under this Agreement.

Attorney Hourly Rates:

Assistant General Counsel Services	Capped at \$305 per hour
Specialized Legal Services, including litigation	Standard Rates capped at \$345 per hour

Standard rates range from \$235 to \$550 per hour depending on the experience and reputation of the attorneys. See Appendix A for hourly rates.

Clerks	\$205 per hour
Paralegal and Legal Assistants' Rates:	\$125 - \$180 per hour

All services are billed on an as-needed basis as determined by NCPA General Counsel in increments of one-tenth of an hour. Requests for adjustment of rates are by mutual agreement, and are generally made at the beginning of a calendar year.

Reimbursable Costs

We will not charge NCPA for mileage or travel for Assistant General Counsel services but propose to do so for Specialized Legal Services including traveling to and from court appearances in litigation. We charge 20 cents per page for in-house photocopies for projects that use over 25 pages, one dollar per outgoing page for facsimile transmissions, and mileage at the IRS rate. We also charge for postage in excess of \$5.00. As to other costs, we simply pass on to you, without mark-up, the costs of any expenses incurred, such as outside copying, Federal Express charges, etc. We do not charge for word processing or secretarial overtime. Moreover, the firm does not charge additional fees for basic computer-assisted research or investigation. In the event a separate fee is charged to the firm for unusual research, we would pass that expense on to NCPA without mark-up and only with the prior approval of the General Counsel. We will also agree not to charge NCPA for office support services and similar operational costs.

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



APPENDIX A

ATTORNEY HOURLY BILLING RATES 2022

COLANTUONO, HIGHSMITH & WHATLEY, PC

	Regular Rate	Assistant General Counsel Discounted Rate	Specialized Legal Services Discounted Rate
Shareholders and Senior Contract Attorneys	\$550	\$305	\$345
14 th Year and more Senior Associates	\$400	\$305	\$345
10 th -13 th Year Associates	\$395	\$305	\$345
9 th Year Associates	\$385	\$305	\$345
8 th Year Associates	\$370	\$305	\$345
7 th Year Associates	\$355	\$305	\$345
6 th Year Associates	\$315	\$305	\$315
5 th Year Associates	\$300	\$300	\$300
4 th Year Associates	\$270	\$270	\$270
3 rd Year Associates	\$255	\$255	\$255
2 nd Year Associates	\$245	\$245	\$245
1 st Year Associates	\$235	\$235	\$235
Clerks	\$205	\$205	\$205
Paralegals	\$180	\$180	\$180
Legal Assistants	\$125 - \$150	\$125 - \$150	\$125 - \$150



Commission Staff Report

COMMISSION MEETING DATE: April 24, 2025

SUBJECT: Law Offices of Susie Berlin – First Amendment Legal Services Agreement for State Regulatory Legal Services

AGENDA CATEGORY: Consent

FROM:	Jane E. Luckhardt	METHOD OF SELECTION:
	General Counsel	<i>Competitive Pricing Process</i>
Division:	Executive Services	<i>If other, please describe:</i>
Department:	Legal	

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:

Approve Resolution 25-45 authorizing the General Manager or his designee to enter into a First Amendment to the Legal Services Agreement with the Law Offices of Susie Berlin for state regulatory legal services, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the term for an additional two-year period from May 15, 2025, to a new expiration date of May 15, 2027, and increasing the total Compensation not to exceed amount from \$1,140,000 to \$1,900,000 over the five-year term, with no change to the annual not to exceed compensation amount of \$380,000.

BACKGROUND:

On May 16, 2022, NCPA entered into a Legal Services Agreement ("Agreement") with the Law Offices of Susie Berlin ("Attorneys") for Attorneys to provide state regulatory legal services, as requested by NCPA. The Agreement was the result of a formal Request for Qualifications and proposals for Legal Services issued by the Legal Department in June 2021. The Agreement includes a provision that the parties may elect to amend the Agreement to extend the three-year term for up to two (2) additional years, as mutually agreed.

Attorney Susie Berlin has agreed to continue the hourly billing rate charged to NCPA that went into effect on July 1, 2022, through the extended five-year term of the Agreement.

FISCAL IMPACT:

Upon execution of the First Amendment, the total not to exceed amount of the agreement will increase from \$1,140,000 for the three-year term to \$1,900,000 for the five-year term, which amount is calculated based on the annual not to exceed amount of \$380,000. Funds for the services were included in the approved annual budgets through FY25, and are included in the proposed budget for FY26.

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 April 3, 2025, the Legal Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 25-45
- First Amendment to Legal Services Agreement with Law Offices of Susie Berlin
- Legal Services Agreement with the Law Offices of Susie Berlin

RESOLUTION 25-45

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH THE LAW OFFICES OF SUSIE BERLIN (reference Staff Report #155:25)

WHEREAS, On May 16, 2022, NCPA entered into a Legal Services Agreement with; and the Law Offices of Susie Berlin for state regulatory legal services, as requested by NCPA; and

WHEREAS, NCPA now desires to enter into a First Amendment to the Legal Services Agreement to extend the term for an additional two-year period from May 15, 2025, to a new expiration date of May 15, 2027, and increasing the total Compensation not to exceed amount from \$1,140,000 to \$1,900,000 over the five-year term, with no change to the annual not to exceed compensation amount of \$380,000; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency Commission authorize the General Manager or his designee to enter into a First Amendment to the Legal Services Agreement with the Law Offices of Susie Berlin for state regulatory legal services, with any non-substantial changes recommended and approved by the NCPA General Counsel, extending the term for an additional two-year period from May 15, 2025, to a new expiration date of May 15, 2027, and increasing the total Compensation not to exceed amount from \$1,140,000 to \$1,900,000 over the five-year term, with no change to the annual not to exceed compensation amount of \$380,000.

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

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

JAMES "BO" SHEPPARD
CHAIR

ATTEST: CARRIE POLLO
ASSISTANT SECRETARY



FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND LAW OFFICES OF SUSIE BERLIN

This First Amendment ("Amendment") to the Legal Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and the Law Offices of Susie Berlin ("Attorneys") (collectively referred to as "the Parties") as of _____, 2025.

WHEREAS, the Parties entered into a Legal Services Agreement dated effective May 16, 2022, (the "Agreement") for Attorneys to provide state regulatory legal services as requested; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional two-year period from the original expiration date of May 15, 2025, to a new expiration date of May 15, 2027; and

WHEREAS, the Agency now desires to amend Section 2 the Agreement to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$1,140,000 to a NOT TO EXCEED amount of \$1,900,000; and

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

WHEREAS, in accordance with Section 7.1, all changes to the Agreement must be in writing and signed by all the Parties; and

NOW, THEREFORE, the Parties agree as follows:

1. **Section 1.1—Term of Services** of the Agreement is amended and restated to read in full as follows:

This Agreement shall begin upon signature by both parties and shall end when Attorneys complete the work described in Exhibit A, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter, unless the term of the Agreement is otherwise terminated or modified, as provided for herein.

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

Agency hereby agrees to pay Attorneys an amount **NOT TO EXCEED** Three Hundred Eighty Thousand Dollars (\$380,000) per year and One Million Nine Hundred Thousand Dollars (\$1,900,000) over the five (5) year term of the Agreement for all work set forth in Exhibit A, in accordance with the Attorney's fee schedule and reimbursable expenses which is attached as Exhibit B, and made a part of this Agreement. In the event of a conflict between this Agreement and Attorney's proposal regarding the amount of compensation, this Agreement shall prevail. This annual and total dollar amounts are not a guarantee that Agency will pay that full amount to Attorneys, but are merely a limit of potential Agency expenditures under this Agreement.

///

///

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

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

LAW OFFICES OF SUSIE BERLIN

RANDY S. HOWARD, General Manager

C. SUSIE BERLIN, Owner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



**LEGAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
LAW OFFICES OF SUSIE BERLIN**

This agreement for legal services ("Agreement") is entered into on May 16, 2022 (the "Effective Date") between the NORTHERN CALIFORNIA POWER AGENCY, a public joint powers agency, with offices located at 651 Commerce Drive, Roseville, CA, ("Agency") and The Law Offices of Susie Berlin, 1346 The Alameda, Suite 7, #141, San Jose, California 95126, ("Attorneys") (together sometimes referred to as the "Parties").

Section 1. SERVICES. In accordance with the terms and conditions set forth in this Agreement, Attorneys agree to perform all services described in the Scope of Work attached as Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** This Agreement shall begin upon signature by all parties and shall end when Attorneys complete the work described in Exhibit A, or no later than three (3) years from the date this Agreement was signed by Agency, whichever is longer, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. The Parties may elect to amend the Agreement to extend the three-year term for up to two (2) additional years, as mutually agreed.
- 1.2 Standard of Performance.** Attorneys shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Attorneys are engaged in the geographical area in which Attorneys practice their profession.
- 1.3 Assignment of Personnel.** Attorneys shall assign only competent personnel to perform services in connection with this Agreement.
- 1.4 Termination.** Agency may cancel this Agreement at any time and without cause upon written notification to Attorneys. In the event of termination, Attorneys shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; Agency, however, may condition payment of such compensation upon Attorneys delivering to Agency appropriate documents and records identified in Section 8.1 of this Agreement.

Section 2. COMPENSATION. Agency hereby agrees to pay Attorneys an amount **NOT TO EXCEED** Three Hundred Eighty Thousand Dollars (\$380,000) per year and One Million One Hundred Forty Thousand Dollars (\$1,140,000) over the three (3) year term of the Agreement for all work set forth in Exhibit A, in accordance with the Attorneys' fee schedule and reimbursable expenses which are attached as Exhibit B, and made a part of this Agreement. In the event of a conflict between this Agreement and Attorneys' proposal regarding the amount of compensation, this Agreement shall prevail. This annual and total dollar amounts are not a guarantee that Agency will pay that full amount to Attorneys, but are merely a limit of potential Agency expenditures under this Agreement.



- 2.1 Invoices.** Attorneys shall submit invoices 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;
 - Description of 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 Attorneys and each employee, agent, or subcontractor; and
 - At Agency's option, when Attorney'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.
- 2.2 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 to confirm the invoice complies with all of the requirements above to pay Attorneys.
- 2.3 Hourly Fees / Reimbursable Expenses.** If applicable, fees for work performed by Attorneys on an hourly basis shall not exceed the amounts shown on the fee schedule attached to this Agreement as Exhibit B. Reimbursable expense are specified in Exhibit B.
- 2.4 Payment of Taxes.** Attorneys are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Attorneys, at their own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the agreement.

- 3.1 Workers' Compensation.** If Attorneys employ any person, Attorneys shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Attorneys with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident.
- 3.2 Commercial General and Automobile Liability Insurance.** Attorneys shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. At the sole option of the Agency, the Agency shall be named as an additional insured and insurance shall provide primary coverage with respect to the Agency.

3.3 Professional Liability Insurance. Attorneys shall maintain professional liability insurance for licensed professionals performing work in connection with this Agreement in an amount not less than THREE MILLION DOLLARS (\$3,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed Five Hundred Thousand Dollars (500,000) per claim.

3.4 All Policies Requirements.

3.4.1 Verification of coverage. Prior to beginning any work under this Agreement, Attorneys 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; (2) policy endorsements to the general liability 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; or (3) upon request by the Agency, complete copies of all policies and/or complete copies of all endorsements that demonstrate compliance with this Section 3

3.4.2 Notice of Reduction in or Cancellation of Coverage. An endorsement must be attached to all insurance obtained in accordance with this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

Section 4. INDEMNIFICATION AND ATTORNEYS' RESPONSIBILITIES.

4.1 Attorneys shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the Agency and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the attorneys. Attorneys will bear all 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 ("Liabilities"). Such obligations, to defend, hold harmless, and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the Agency.

Section 5. STATUS OF ATTORNEYS.

5.1 Independent Contractor. At all times during the term of this Agreement, Attorneys shall be an independent contractor and shall not be an employee of Agency. Attorneys shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent.



Section 6. LEGAL REQUIREMENTS.

- 6.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 Compliance with Applicable Laws.** Attorneys and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.
- 6.3 Licenses and Permits.** Attorneys represents and warrants to Agency that Attorneys and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
- 6.4 Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Attorneys shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Attorneys under this Agreement.

Section 7. MODIFICATION.

- 7.1 Amendments.** The parties may amend this Agreement only by a writing signed by both of the parties.
- 7.2 Assignment and Subcontracting.** Attorneys may not assign this Agreement or any interest therein without the prior written approval of the Agency. Attorneys shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Agency.
- 7.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Attorneys shall survive the termination of this Agreement.
- 7.4 Options upon Breach by Attorneys.** If Attorneys materially breach any of the terms of this Agreement, Agency's remedies shall include, but not be limited to, the following:
- 7.4.1** Immediately terminate the Agreement;
 - 7.4.2** Retain the reports, documents, and any other work products prepared for the Agency by Attorneys in accordance with this Agreement;
 - 7.4.3** Retain different Attorneys to complete the work described in **Exhibit A** not finished by Attorneys; or

- 7.4.4 Charge Attorneys the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that Agency would have paid Attorneys in accordance with Section 2 if Attorneys had completed the work.

Section 8. KEEPING AND STATUS OF RECORDS.

- 8.1 **Records Created as Part of Attorneys' Performance.** All reports, documents, and any other work products prepared for the Agency by Attorneys in accordance with this Agreement, in electronic or any other form, or obtained in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the Agency.
- 8.2 **Attorneys' Records.** Attorneys shall maintain any and all records or 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 Attorneys to this Agreement.
- 8.3 **Confidential Information and Disclosure.** During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Attorneys understand that NCPA is a public agency and is subject to the laws that may compel it to disclose information about Attorneys' business.

Section 9 MISCELLANEOUS PROVISIONS.

- 9.1 **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.
- 9.2 **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.
- 9.3 **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.
- 9.4 **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.



9.5 Contract Administration. This Agreement shall be administered by Randy S. Howard, General Manager, or his designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.

9.6 Notices. Any written notice to Attorneys shall be sent to:

C. Susie Berlin
Law Offices of Susie Berlin
1346 The Alameda, Suite 7, #141
San Jose, CA 95126

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 copy to:

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

9.7 Professional Seal. Where applicable, the first page of a technical report shall be signed by the licensed professional responsible for the report.

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

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

Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after 15 days of good faith negotiations, the parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both parties. Mediation will begin within 30 days of the selection of this disinterested third party, and will end 15 days after



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

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.*

9.10 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.

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

NORTHERN CALIFORNIA POWER AGENCY

THE LAW OFFICES OF SUSIE BERLIN

RANDY S. HOWARD, General Manager

C. SUSIE BERLIN, Owner

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



EXHIBIT A SCOPE OF SERVICES

Advise NCPA concerning legal rights, obligations and privileges by performing the following duties and responsibilities. The State Regulatory Legal Services include, but are not limited to, the following services:

- Represent NCPA before the state regulatory bodies – including, but not limited to, the California Energy Commission, the California Public Utilities Commission, and the California Air Resources Board.
- Work closely with and under the direction of NCPA General Counsel, NCPA staff or the NCPA Legislative and Regulatory Affairs Committee.
- Identify, analyze, track, and report on regulatory proceedings that may affect NCPA.
- Develop regulatory strategies that affect proposed regulations important to NCPA by leading, involving, and coordinating NCPA activities.
- Advocate for NCPA's regulatory goals by developing and delivering supporting informational documents, messages, advocacy before regulatory agencies, and regulatory correspondence.
- Educate regulators, regulatory staff, and governor's staff on the impact of regulations on NCPA's and NCPA's Members' ability to serve and provide affordable rates to its customers.
- Provide regular reports on state regulations, governor's initiatives, and regulatory events that may affect NCPA.
- Participate in, provide regulatory updates, and provide strategic direction during NCPA conference calls and meetings.
- Work in partnership with trade/advocacy organizations, including California Municipal Utilities Association, and others, as necessary as well as develop new coalitions with other trade associations and coalitions.
- Attend meetings, as necessary and appropriate, to influence outcomes of regulatory proceedings.
- Report on regulatory progress at NCPA Legislative and Regulatory Affairs Committee meetings, as needed.



EXHIBIT B

ATTORNEY'S FEE SCHEDULE AND REIMBURSABLE EXPENSES

Compensation for all tasks, including hourly fees and expenses, shall not exceed the amount set forth in Section 2, Compensation, of the Agreement. This dollar amount is not a guarantee that Agency will pay that full amount to Attorneys, but is merely a limit of potential Agency expenditures under this Agreement.

Attorney time billed at \$390 per hour from the Effective Date through July 1, 2022

Attorney time billed at \$425 per hour as of July 1, 2022

Attorneys will be available, on average, 100 hours per month to provide the services requested by Agency. Due to the nature of the regulatory advocacy and legal services included in the Scope of Services, the total hours of work per month will vary. Because of the potential for sharing fees with other clients, the actual amount billed to Agency for some of the services may reflect a pro-rated share.

Attorneys may from time to time propose billing rates for personnel that may be added to the Firm, including additional associates, but such personnel shall not be assigned to perform work for Agency without prior written notice and approval. Fees and expenses for services performed by retained consultants, subcontractors, experts, or other personnel or firms shall not be billed by Attorneys without the prior written approval of the NCPA General Counsel.

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



Commission Staff Report

COMMISSION MEETING DATE: April 24, 2025

SUBJECT: Approval of Northern California Power Agency's Cyber Insurance Liability Program
Renewal for May 2025 to May 2026.

AGENDA CATEGORY: Consent

FROM:	Monty Hanks <i>MH</i>	METHOD OF SELECTION:
	Assistant General Manager/CFO	Competitive Pricing Process
Division:	Administrative Services	<i>If other, please describe:</i>
Department:	Risk Management	

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 25-52 authorizing the General Manager or his designee to negotiate and bind the Cyber Liability Insurance program for the term starting May 1, 2025, and ending May 1, 2026, at a not-to-exceed premium of \$255,000 for the Northern California Power Agency, which includes the Lodi Energy Center.

BACKGROUND:

Alliant Insurance Services has aggressively marketed the Cyber Security Insurance Program to ensure best-in-class pricing, terms, and conditions. Earlier in the year, the insurance market indicated that insurers were seeing 8 to 10 percent year-over-year increases; these increases were later confirmed during market solicitation meetings with Alliant in January of 2025. The IS team and plant staff were instrumental in completing the insurer's detailed application and questionnaire, and this effort substantially improved pricing. Alliant estimates that the 2025 renewal premium will remain flat for the next policy period. Staff recommends a not-to-exceed of \$255,000 to provide sufficient headroom for the General Manager to bind coverage.

Coverage Details

Below are the provided coverages deemed as critical coverage areas to limit the Agency's risk exposure:

Business Interruption and Extra Expense –responds to a loss of income and operating expenses when business operations are interrupted or suspended due to a network security failure.

Data Recovery –responds to a loss of digital information assets, including customer databases resulting from a network security failure.

Cyber Extortion –reimburses for payments made to settle network security-related extortion demands (e.g., threats to shut down websites, release confidential customer information, or vandalism of computer networks).

Privacy and Security –responds to and covers claims arising from disclosing personally identifiable or confidential corporate information from various sources (e.g., phishing). Coverage extends to data in all forms (electronic and hard copy).

Breach Event and Crisis Management Coverage –responds to the costs of retaining vendors/services to assist in managing and mitigating a covered privacy or network security incident.

FISCAL IMPACT:

The total cost of the policy year 2025 Cyber Liability Insurance program is estimated not to exceed \$255,000. This amount is already included in the Risk Management budget; therefore, no budget augmentation is required. The cost is split 90% to Integrated Systems Support, which is included in the Nexant allocation model, and 10% to the A&G allocation methodology.

ENVIRONMENTAL ANALYSIS:

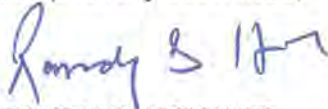
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is, therefore, not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On April 2, 2025, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On April 7, 2025, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 25-52

RESOLUTION 25-52

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE CYBER LIABILITY INSURANCE PROGRAM RENEWAL FOR MAY 2025 TO MAY 2026

(reference Staff Report #165:25)

WHEREAS, the Agency utilizes the insurance brokerage services of Alliant Insurance Services, Inc. to market and place the Agency's insurance programs. Each insurance policy and the related insurance market conditions are reviewed and marketed as required to qualified insurers experienced in underwriting the applicable insurance risk; and

WHEREAS, the Agency currently carries Cyber Liability insurance, and this coverage provides protection for the Agency should the network experience a breach or critical computer and data infrastructure be compromised by internal or external individuals or organizations; and

WHEREAS, the IS team and plant staff were instrumental in assisting with completing the insurer's application and questionnaire, leading to renewal pricing improving substantially; and

WHEREAS, underwriters have provided premium indications that should remain flat for the Cyber Liability Program based on the thorough responses provided on the application; and

WHEREAS, to negotiate coverage of the policies, this action grants the authority to the General Manager to bind coverages with a not-to-exceed premium of \$255,000 for the May 2025 to May 2026 policy year; and

WHEREAS, the Facilities Committee reviewed and recommended on April 2, 2025, and the LEC PPC reviewed and approved on April 7, 2025; 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 approves granting the authority to the General Manager to bind Cyber Liability Insurance coverages at the proposed not-to-exceed rates of \$255,000 for the May 2025 to May 2026 policy year.

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

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

JAMES "BO" SHEPPARD
CHAIR

ATTEST: CARRIE POLLO
ASSISTANT SECRETARY

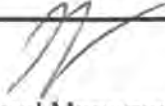


Commission Staff Report

COMMISSION MEETING DATE: April 24, 2025

SUBJECT: Approval of Western Area Power Administration (WAPA) 2025 Renewable Energy Credit (REC) Program Letter of Agreement 25-SNR-#####

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Staff is recommending that the Commission of the Northern California Power Agency (NCPA) adopt and approve Resolution 25-53 authorizing the General Manager or his designee to execute the WAPA 2025 REC Program Letter of Agreement 25-SNR-#####, on behalf of NCPA, including any modifications to the WAPA 2025 REC Program Letter of Agreement 25-SNR-##### approved by NCPA's General Counsel.

BACKGROUND:

NCPA Members are subject to a variety of environmental mandates that require the use of Renewable Energy Certificates (RECs) to demonstrate compliance with the state's legislative mandate and goal that a significant portion of retail sales be served by renewable energy resources.

The NCPA Members are preference power customers of WAPA, and purchase a percentage share of the Base Resource product, which consists of various products including the energy, capacity, and environmental attributes produced by the hydroelectric facilities that make up the Central Valley Project (CVP).

DISCUSSION:

Pursuant to the WAPA 2025 REC Program Letter of Agreement 25-SNR-#####, WAPA has established a program to distribute RECs produced by CVP facilities to preference power customers. Certain NCPA Members who have assigned their Base Resource percentage to NCPA have requested for NCPA to enter into the WAPA 2025 REC Program Letter of Agreement 25-SNR-##### on their behalf¹, in order for NCPA to receive RECs from WAPA.

The WAPA 2025 REC Program Letter of Agreement 25-SNR-##### specifies the terms and conditions under which RECs are transferred from WAPA to preference power customers. The WAPA 2025 REC Program Letter of Agreement 25-SNR-##### shall become effective on July 1, 2025 and terminate on June 30, 2026; applies to RECs produced by CVP facilities in 2025; and, allows either party to terminate the agreement upon a 30-day prior written notice. RECs received pursuant to the WAPA 2025 REC Program Letter of Agreement 25-SNR-##### are nontransferable, with the exception that NCPA may transfer RECs to Members it represents under the agreement. WAPA does not warrant or represent that the RECs provided from the CVP will satisfy any federal or state renewable energy mandates.

A copy of the WAPA 2025 REC Program Letter of Agreement 25-SNR-##### is attached to this staff report for your reference.

FISCAL IMPACT:

Costs associated with entering into the WAPA 2025 REC Program Letter of Agreement 25-SNR-##### are estimated to be less than \$10,000 for the term of the agreement, and will be allocated according to Base Resource percentages of the represented Members. NCPA's administrative costs for development and administration of the agreement will be allocated to

¹ Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Ukiah, and the Port of Oakland and Plumas-Sierra Rural Electric Cooperative.

Members in accordance with 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 April 2, 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 25-53
- WAPA 2025 REC Program Letter of Agreement 25-SNR-#####

RESOLUTION 25-53

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVAL OF WAPA 2025 REC PROGRAM LETTER OF AGREEMENT 25-SNR-#####

(reference Staff Report #166:25)

WHEREAS, the Northern California Power Agency (NCPA) Members are subject to a variety of environmental mandates that require the use of Renewable Energy Certificates (RECs) to demonstrate compliance with the state's legislative mandate and goal that a significant portion of retail sales be served by renewable energy resources; and

WHEREAS, NCPA Members are preference power customers of Western Area Power Administration (WAPA), and purchase a percentage share of the Base Resource product, which consists of various products including the energy, capacity, and environmental attributes produced by the hydroelectric facilities that make up the Central Valley Project (CVP); and

WHEREAS, pursuant to the WAPA 2025 REC Program Letter of Agreement 25-SNR-#####, WAPA has established a program to distribute RECs produced by CVP facilities to preference power customers, and certain NCPA Members who have assigned their Base Resource percentage to NCPA have requested NCPA to enter into the WAPA 2025 REC Program Letter of Agreement 25-SNR-##### on their behalf¹, in order for NCPA to receive RECs from WAPA; and

WHEREAS, the WAPA 2025 REC Program Letter of Agreement 25-SNR-##### specifies the terms and conditions under which RECs are transferred from WAPA to preference power customers, including specifying that RECs received pursuant to the WAPA 2025 REC Program Letter of Agreement 25-SNR-##### are nontransferable, with the exception that NCPA may transfer RECs to Members it represents under the agreement; and

WHEREAS, costs associated with entering into the WAPA 2025 REC Program Letter of Agreement 25-SNR-##### are estimated to be less than \$10,000 for the term of the agreement, and will be allocated according to Base Resource percentages of the represented Members, and NCPA's administrative costs for development and administration of the agreement will be allocated to Members in accordance with approved cost allocation methodologies as described in the NCPA annual budget; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to execute the WAPA 2025 REC Program Letter of Agreement 25-SNR-#####, on behalf of NCPA, including any modifications to the WAPA 2025 REC Program Letter of Agreement 25-SNR-##### approved by NCPA's General Counsel.

¹ Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Ukiah, and the Port of Oakland and Plumas-Sierra Rural Electric Cooperative.

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



Department of Energy
Western Area Power Administration
Sierra Nevada Region
114 Parkshore Drive
Folsom, CA 95630-4710

Sent via E-Mail

Letter of Agreement 25-SNR-#####

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

Dear Mr. Howard:

Northern California Power Agency (NCPA) is a customer of Western Area Power Administration's (WAPA) Sierra Nevada Region (SNR) and has executed Base Resource Contract 21-SNR-02661 with WAPA. Some of SNR's customers have requested that SNR make the renewable energy certificates (RECs) that may be associated with SNR's hydropower generation available to them to assist in meeting their renewable requirements. Although SNR is willing to initiate a 2025 REC program, SNR does not warrant or represent that the RECs it provides under this program will satisfy any Federal or State renewable portfolio standards.

This Letter of Agreement (LOA) provides the terms and conditions under which SNR will apportion RECs to participants in the 2025 REC Program in association with power generated in 2025.

1. Participation in SNR's REC Program:

- 1.1 In order to receive an apportionment of RECs from SNR's REC Program, NCPA must be a Western Renewable Energy Generation Information System (WREGIS) Account Holder. SNR will not create or apportion RECs for NCPA until its WREGIS Account Holder status has been verified.
- 1.2 A project use customer may participate in SNR's REC Program by providing written notice to SNR at least sixty (60) days prior to the first day of the first month that such customer desires to begin participation.
- 1.3 All RECs provided under this LOA shall be from the vintages January 2025 through December 2025.

- 1.4 For the purposes of participating in SNR's REC Program under this LOA, NCPA shall include the following members and the base resource percentages they have assigned to NCPA:

- 1.4.1 Alameda Municipal Power
- 1.4.2 Biggs, City of
- 1.4.3 Gridley, City of
- 1.4.4 Healdsburg, City of
- 1.4.5 Lodi, City of
- 1.4.6 Lompoc, City of
- 1.4.7 Oakland, Port of
- 1.4.8 Plumas-Sierra Rural Electric Cooperative
- 1.4.9 Ukiah, City of

2. Definitions:

- 2.1 "CVP RECs" shall mean the RECs that may be associated with the megawatthours from Central Valley Project (CVP) hydropower generation.
- 2.2 "Stampede RECs" shall mean the RECs that may be associated with the megawatthours from the Washoe Project hydropower generation.
- 2.3 "Unclaimed RECs" shall mean the RECs that may be associated with SNR's hydropower generation from Lewiston, Nimbus and Stampede that are not being claimed by other preference or project use customers.

3. Apportionment of RECs:

SNR will apportion the RECs in a three-step process. Calculation of apportionments will be completed as follows:

3.1 CVP RECs:

- 3.1.1 SNR will calculate the percentage contribution from each unit/project registered with WREGIS to the amount of Base Resource generated each month.
- 3.1.2 SNR will then calculate the amount of Base Resource NCPA received each month based on the sum of power scheduled to NCPA from its Base Resource percentage and its contribution to or allocation from the Hourly Exchange Program.

- 3.1.3 Finally, SNR will apply NCPA's actual month's Base Resource percentage as determined in Subsection 3.1.2 above to the CVP RECs associated with that month's Base Resource from each unit/project as determined in Paragraph 3.1.1 to determine NCPA's apportionment of CVP RECs for each month in calendar year 2025.

3.2 Unclaimed RECs:

- 3.2.1 After performing step 3.1.2, SNR will normalize the participants' Base Resource percentages for Unclaimed RECs by dividing each participant's Base Resource percentage by the total of all participants' Base Resource percentages.
- 3.2.2 SNR will then apply NCPA's normalized Base Resource percentage to the total Unclaimed RECs for each month in 2025 to determine NCPA's apportionment of Unclaimed RECs.
- 3.2.3 NCPA acknowledges that its normalized percentage, used for the apportionment of Unclaimed RECs, may change during the term of this LOA depending on the number of participants.

3.3 Stampede RECs:

Stampede RECs will be held in WREGIS until SNR can determine the annual amount of RECs due to Truckee Donner Public Utility District (TDPUD) and City of Fallon (Fallon) before allocating the Stampede RECs to others. Once SNR has determined the percentage of the Stampede RECs to be provided to TDPUD and Fallon due to their contributions to the Washoe Project, the remaining Stampede RECs will be apportioned to the participants pursuant to the procedures provided in Subsections 3.1 and 3.2 above.

- 3.4 SNR will transfer NCPA's CVP and Unclaimed RECs apportionments through WREGIS after the RECs have been created by WREGIS.
- 3.5 SNR will transfer Stampede RECs apportionments through WREGIS after the TDPUD and Fallon percentage has been determined and the Stampede RECs have been created by WREGIS.

4. Nontransferable:

NCPA hereby acknowledges and agrees that RECs associated with SNR power are neither transferable nor available for resale by NCPA.

5. Compensation to SNR:

- 5.1 SNR's costs to administer the REC Program will be paid by those participants receiving an apportionment of SNR's RECs through WREGIS. Each

participant's costs will be determined based on the participant's *pro rata* share of RECs. SNR's costs will include, but are not limited to, the following:

- 5.1.1 SNR's costs to join WREGIS as an account holder;
- 5.1.2 SNR's costs for WREGIS to create RECs;
- 5.1.3 SNR's costs for transferring RECs from its WREGIS account to participant's WREGIS account;
- 5.1.4 Any other costs SNR may incur for its participation in WREGIS to operate this program; and
- 5.1.5 Any other costs SNR may incur from a third-party due to providing services hereunder.

5.2 These costs will be provided as a line item on NCPA's monthly electric service bill.

6. General Power Contract Provisions:

The General Power Contract Provisions dated September 1, 2007, are attached hereto and are hereby made a part of this LOA the same as if they had been expressly set forth herein.

7. Term:

7.1 This LOA must be signed by NCPA on or before July 1, 2025, in order for NCPA to participate in SNR's 2025 REC Program.

7.2 This LOA shall become effective on July 1, 2025, and shall terminate on June 30, 2026; provided that either NCPA or SNR may terminate this LOA upon thirty (30) days advance written notice. All obligations created under this LOA while in effect shall remain until satisfied.

8. The Parties agree that this LOA may be executed by handwritten signature or digitally signed via DocuSign or other agreeable electronic signature application. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

9. This LOA may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this LOA may be detached by any counterpart of this LOA without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this LOA identical in form hereto, by having attached to it one or more signature pages.

Letter of Agreement 25-SNR-#####

If you agree with terms and conditions of this LOA, please sign and date the LOA via DocuSign. Once NCPA has signed the LOA, DocuSign will send the executed LOA to all the parties. If you have any questions, please contact Ms. Sandee Peebles at (916) 353-4454 or peebles@wapa.gov.

Sincerely,

Michelle R. Williams
Senior Vice President of and Sierra
Nevada Regional Manager

NORTHERN CALIFORNIA POWER AGENCY

By: _____

Title: _____

Address: _____

Date: _____



Commission Staff Report

COMMISSION MEETING DATE: April 24, 2025

SUBJECT: Budget Augmentation to the FY2025 Legal Budget, FERC Rate Cases-
Transmission Owner Rate Case Project

AGENDA CATEGORY: Discussion/Action

FROM:	Jane Luckhardt <i>[Signature]</i>	METHOD OF SELECTION:
	NCPA General Counsel	N/A
Division:	Executive Services	<i>If other, please describe:</i>
Department:	Legal	

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 25-46 authorizing the General Manager or his designee to augment the FY2025 Legal budget under FERC Rate Cases by \$300,000, increasing the budget from \$580,000 to \$880,000, allowing NCPA staff to continue work with outside counsel and forensic accounting experts in transmission owner rate cases on behalf of the project participants.

BACKGROUND:

The Transmission Agency of Northern California (TANC) has supported through their Program Agreement 6, a focused effort with legal counsel and consultants to reduce or limit the increase of the transmission owner charges collected by the California Independent System Operator (CAISO), through the transmission access charge and wheeling access charge. TANC's Program Agreement 6 and the associated efforts expired at the end of 2023.

Based on that action, on November 30, 2023, the NCPA Commission approved Resolution 23-112, authorizing the implementation of the Transmission Owner Rate Case Project and establishing a budget and process for legal and consulting services focused on continued participation and engagement in transmission owner rate cases at the Federal Energy Regulatory Commission (FERC).

NCPA staff, in coordination with the California Public Utilities Commission, the Six Cities and other joint intervenors, have successfully achieved substantial rate case refunds in the millions. As one example, this program invested approximately \$500,000 in legal and consultant costs in Pacific Gas and Electric Company's Transmission Owner 21 rate case and achieved the following benefits:

\$15.1M total benefit (\$12.4M annually and one-time \$2.7M)

- Refund associated with historic wildfire costs (Approx. \$2.7M; one time in 2026)
- Refunds plus interest for charges during 2024 calendar year and 2025 calendar year (Approx. \$12.4M per year)
- Reduced NCPA charges for 2026 calendar year forward (Greater than \$12.4M per year)

NCPA staff presented the request for additional funding for this Project to the project participants on March 17, 2025. The project participants approved increasing the budget for this program given the substantial results achieved thus far. The FY2025 budget for this activity was approved at \$580,000, and in order to continue participation in proceedings challenging proposed transmission owner rates, staff needs additional legal and technical support not to exceed \$300,000. The project participants support the budget augmentation.

FISCAL IMPACT:

A budget augmentation of \$300,000 will allow staff to continue working with outside counsel regarding PG&E rate cases filed with FERC. Actual costs associated with this Project will be billed to the participants when expensed rather than through the monthly collection process.

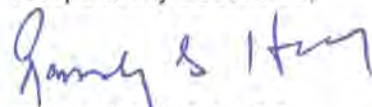
ENVIRONMENTAL ANALYSIS:

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 April 3, 2025, the Legal 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:

- Resolution 25-46

RESOLUTION 25-46

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY BUDGET AUGMENTATION TO THE FY2025 LEGAL BUDGET UNDER FERC RATE CASES- TRANSMISSION OWNER RATE CASE PROJECT

(reference Staff Report #156:25)

WHEREAS, the Transmission Agency of Northern California (TANC) has supported through their Program Agreement 6, a focused effort with legal counsel and consultants to reduce or limit the increase of the transmission owner charges collected by the California Independent System Operator (CAISO), through the transmission access charge and wheeling access charge; and

WHEREAS, TANC's Program Agreement 6 and the associated efforts expired at the end of 2023; and

WHEREAS, on November 30, 2023, the NCPA Commission approved Resolution 23-112, authorizing the implementation of the Transmission Owner Rate Case Project and establishing a budget and process for legal and consulting services focused on continued participation and engagement in transmission owner rate cases at the Federal Energy Regulatory Commission (FERC); and

WHEREAS, NCPA staff, in coordination with the California Public Utilities Commission, the Six Cities, and other joint intervenors, have successfully achieved substantial rate case refunds in the millions; and

WHEREAS, a budget augmentation of \$300,000 is needed for additional legal and technical support in order to continue participation in proceedings challenging proposed transmission owner rates; and

WHEREAS, the project participants have recommended increasing the budget for this program given the substantial results achieved thus far; and

WHEREAS, actual costs associated with this Project will be billed to the project participants when expensed rather than through the monthly collection process; 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 Commission authorize the General Manager or his designee to augment the FY2025 Legal budget under FERC Rate Cases by \$300,000, increasing the budget from \$580,000 to \$880,000, allowing NCPA staff to continue work with outside counsel and forensic accounting experts in transmission owner rate cases on behalf of the project participants.

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

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

JAMES "BO" SHEPPARD
CHAIR

ATTEST: CARRIE POLLO
INTERIM ASSISTANT SECRETARY




Commission Staff Report

COMMISSION MEETING DATE: April 24, 2025

SUBJECT: Approval of Fiscal Year 2026 Annual Budget

AGENDA CATEGORY: Discussion/Action

FROM:	Monty Hanks 	METHOD OF SELECTION:
	Assistant General Manager/CFO	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:

Approve Resolution 25-50 approving the FY2026 Annual Budget and Working Capital and Funding Requirement as detailed in the attached budgetary support and Annual Budget document.

BACKGROUND:

In October 2024, the Commission approved budget guidance for the NCPA FY2026 Annual Budget and staff began preparation of the proposed budget. From February through April 2025, staff presented the budget to various Commission Committees as follows:

- Facilities Committee (February 12th, March 5th, April 2nd)
- Lodi Energy Center Project Participants Committee (February 10th, March 10th, April 7th)
- Legislative and Regulatory Committee (February 19th)
- Utility Directors (March 14th, April 10th)
- Commission Budget Preview (March 27th)

The entire budget document is available on the Agency's extranet site, [NCPA Connect](#).

All changes resulting from the budget review meetings have been incorporated into the proposed FY2026 Annual Budget.

Overview of the FY2026 Annual Budget

This proposed budget totals \$565 million (net of revenues). Overall results represent a 0.2% or \$1.2 million dollar decrease over the FY2025 approved budget. Budget changes include:

Generation Plants

- Decreases in fuel and local distribution costs (\$31.1m) driven by lower forward curve market prices and plant generation
- Decrease in CAISO energy settlement charges driven by lower generation volume and energy purchases (\$3.3m)
- Decrease Geo commissioning Reserve collection (\$845k)
- Addition of CT1 and LEC Decommissioning Reserve collection (\$3.1m)
- Addition of CT1 Repower Project (\$2.8m) phase 2 costs
- Decrease in net Project and Capital Development Reserve collections (\$4.2m)
- Increase in routine O&M costs to operate the plants (\$656k)
- Increase in insurance costs (\$949k)
- Decrease in CAISO energy and ancillary sales related to volumes and lower forward curve (\$62.3m)
- Increase in labor costs (\$2.9m)

Generation Resources

- Net increase in Member Energy Resources (\$23.7m) driven by increased volume of contract purchases at higher prices offset by reduced volume of CAISO sales at a reduced price and increased contract sales revenue at higher prices

- Net increase in Western Resources (\$14.5m) primarily due to lower volume of energy sales, forward curve price decreases, and restoration cost increase
- Net increase in NCPA Contracts and Market Power Purchases (\$22.3m) related to increased sales volume at lower prices and increased volume of purchase at relatively flat price
- Decreased Net Load costs, net of member-owned generation CAISO energy sales (\$140m) driven by increased volume offset by forward price decreases

Transmission

- Increases in costs (\$10.9m) driven by increased Wheeling Access Charge and increase in forecasted load

Management Services

- Net decrease in expenses totaling (\$1.1m) related to one-time cost of DRC2 offset by increased labor costs

Miscellaneous

- Decrease in pass-through costs (\$246k) driven by decreased TANC costs and member services projects

Working Capital Deposit and Funding Requirement

The Agency provides Working Capital for its Participants and Programs through a combination of:

- Month Ahead Advance Billing;
- Project Financed Deposits; and
- Working Capital Participant Deposits of 15 to 30 days' equivalencies – see attached Analysis of Working Capital Requirements.

In connection with the preparation of the Annual Budget, the Working Capital Participant Deposits are adjusted each year to reflect any changes in the Annual Budget. The proportional allocation of these deposits is based on the participant's percentage in each Project or Program. Any additional deposit required is billed via the monthly All Resources Bill (ARB) and any Refund credit is deposited to the participant's account in the NCPA General Operating Reserve (GOR).

Please note that calculations for the Lodi Energy Center are reported separately based on the 60-day Operating Reserve requirement in the Power Sales Agreement (PSA) for that Project.

A summary of the proposed annual budget, an analysis of the working capital deposit and funding requirement, and a copy of the PowerPoint presentation are attached.

FISCAL IMPACT:

The Executive Summary section of the budget document contains an analysis of the overall budget. The total proposed net annual budget cost for FY2026 is approximately \$565 million, which represents a decrease of 0.2% or a \$1.2 million dollar decrease from the FY2025 budget as summarized in the attached schedule. Allocation of the FY2026 Annual Budget between members and LEC participants is based on participation levels in NCPA programs and projects

and the approved cost allocations. The final funding allocation for each member is attached to this staff report and shown in Section 13 of the budget document.

The total calculated FY2026 Working Capital Deposit and Funding Requirements for the Annual Budget have decreased by \$340k or 3.03%. The attached schedule shows each participant's Additional Requirement Charge or (Refund). The Additional Requirement Charge will be billed on the next ARB following Commission approval, and Refunds of credit amounts will be deposited into the applicable participant's individual GOR account.

ENVIRONMENTAL ANALYSIS:

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

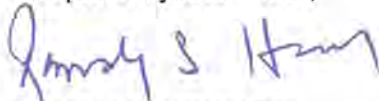
COMMITTEE REVIEW:

The Legislative and Regulatory (L&R) Committee reviewed the L&R Program budget at their meeting on February 19, 2025, and unanimously approved the proposed program budget and recommended approval by the full NCPA Commission.

The Facilities Committee reviewed the Generation Services (except LEC), Power Management, and Administrative Services/Executive Services budget at their meetings on February 12, March 5, and April 2. The Committee unanimously recommended approval of the Generation Services and Plant budgets, Power Management budget, and Administrative and Executive Services budget.

The Lodi Energy Center Participants Committee reviewed the project budget on February 10, March 10, and April 7, 2025, and unanimously recommended approval to the Commission.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 25-50
- Budget Summary
- Participant Funding Summary
- Administrative General Wage Schedule
- Analysis of Working Capital Deposit and Funding Requirements

RESOLUTION 25-50

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY ADOPTING THE FISCAL YEAR 2026 ANNUAL BUDGET AND WORKING CAPITAL DEPOSIT AND FUNDING REQUIREMENTS AND ADJUSTMENTS

(reference Staff Report #163:25)

WHEREAS, the Amended and Restated Northern California Power Agency Joint Powers Agreement ("the JPA") provides in Article III section 3 that,

"3. None of the debts, liabilities, or obligations of NCPA shall be the debts, liabilities or obligations of any of the parties to this [Joint Powers] Agreement unless assumed in a particular case by resolution of the governing body of the party to be charged"; and

WHEREAS, certain members have assumed obligations of NCPA through approval of agreements by their governing bodies, such as the project third phase agreements, the Pooling Agreement, the Facilities Agreement, the Power Management and Administrative Services Agreement, the Scheduling Coordination Program Agreement, etc.; and

WHEREAS, the JPA provides in Article IV section 3(a) that,

"3(a). Each party hereto agrees that it will annually contribute, in proportion to its respective total retail electric power load (or where no retail load exists, the consumptive power load, or where no consumptive power load exists, other suitable measure as approved by the Commission) for the previous calendar year, to a fund or budget of NCPA which may cover up to one-third of legislative and regulatory activities or other NCPA general expenses not covered by other agreements or revenue sources, as may be approved by the Commission; and that such annual cash contribution to said fund or budget by any party may be up to fifteen cents (\$0.15) per megawatt hour (MWh) of said total retail electric power load or consumptive power load, or where no consumptive power load exists, other suitable measure as approved by the Commission, as submitted by such party to the Federal Energy Regulatory Commission or other governmental regulatory authority"; and

WHEREAS, the Amended and Restated Rules of Procedure for the Commission of the Northern California Power Agency (the NCPA Bylaws) provide in section 11 that,

"11. Budgets.

(a) NCPA Budget. The General Manager shall, not later than at the regular Commission meeting in May of each year, present a proposed budget for the ensuing fiscal year to the Commission, together with a statement of the payments to be required from the Members by such budget. Such budget shall include the various NCPA Project budgets. The Commission shall adopt such budget by resolution, with any changes ordered by it, not later than the regular meeting in June"; and

WHEREAS, in accordance with the NCPA Bylaws, the General Manager of NCPA has presented a proposed budget for Fiscal Year 2026 (FY2026); and

WHEREAS, the proposed budget in accordance with the JPA includes a proposed charge to the members of \$0.15 per MWh for a total assessment pursuant to the JPA of \$1,462,281; and

WHEREAS, certain of the members of NCPA have from time to time entered into a variety of agreements for the development and operation of NCPA Projects and Programs by which said members have agreed to be responsible for the costs of said Projects and Programs; and

WHEREAS, costs for each of the NCPA Projects and NCPA Programs have been included in the proposed FY2026 NCPA Annual Budget, and the Participants in each such NCPA Project and NCPA Program acknowledge that approval of the NCPA Annual Budget constitutes approval of the annual budget for each of said Programs and Projects; and

WHEREAS, all other costs not included in the JPA assessment have been primarily incurred, by original design, either directly or indirectly on behalf of NCPA Projects or in support of NCPA Programs developed and approved by the members over the years; and

WHEREAS, Project and Program costs have been equitably allocated between and among the NCPA Projects and Programs and such equitable allocation methodology has been approved by the Commission in previous budgets and through specific studies and Commission actions via Resolution 10-16 (Power Management Costs), Resolution 10-106 (Legislative and Regulatory Costs); and

WHEREAS, all such costs are operating and maintenance costs within the meanings and descriptions provided in both the Third-Phase (Take-Or-Pay) Agreements and the Federal Energy Regulatory Commission (FERC) Uniform Chart of Accounts, used to account for the Projects; and

WHEREAS, the Project Participants in all NCPA Projects through recommendation of the NCPA Facilities Committee and the Lodi Energy Center Project Participant Committee have recommended approval of the FY2026 Annual Budget; and

WHEREAS, the participants in the Legislative and Regulatory Programs through recommendation of the Legislative and Regulatory Committee have recommended approval of the Legislative and Regulatory program budget as presented in the FY2026 Annual Budget; and

WHEREAS, the FY2026 Annual NCPA Budget is a comprehensive document that delineates, among other things, each member's fully allocated financial cost responsibility in connection with each and every service provided by the Agency through its various projects and programs; and

WHEREAS, the FY2026 Annual Budget for individual Projects as recommended by the respective Project participants of the various Projects and the related costs and revenues thereof are reflected in the Agency's proposed FY2026 Annual NCPA Budget; and

WHEREAS, the Agency provides Working Capital for its Projects and Programs through a combination of month ahead advanced billing, project financed deposits; and working capital participant deposits of 15 to 30 days' equivalencies; and

WHEREAS, the FY2026 Working Capital Deposit and Funding Requirement schedule shows each participant's Additional Requirement Charge or (Refund); and

WHEREAS, the Additional Requirement Charge will be billed on the next ARB following Commission approval, and Refunds of credit amounts will be deposited into the applicable participant's individual NCPA G.O.R. account; and

WHEREAS, the FY2026 Annual NCPA Budget document also contains certain proposed position changes, reclassifications and salary or pay schedules which also require Commission approval; and

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

NOW, THEREFORE, BE IT RESOLVED by the Commission of the Northern California Power Agency as follows:

Section 1. This Commission hereby finds and determines that the recitals contained herein above are true and correct.

Section 2. This Commission hereby irrevocably adopts, approves, and authorizes the program and project budgets which are an integral part of the FY2026 Annual Budget of the Agency, and it hereby irrevocably adopts, approves, and authorizes the FY2026 Annual Budget of the Agency. The Commission members hereby confirm their commitment and that of their respective member agencies, to provide funding of the FY2026 Annual Budget of the Agency in proportion to their individual shares therein, as shown in the attached summary of budget costs after full allocation of costs to all projects and programs of the Agency.

Section 3. This Commission hereby irrevocably adopts, approves, and authorizes the related participant charges or refunds from the analysis of the Working Capital Deposit and Funding Requirement schedule for FY2026.

Section 4. Notwithstanding the generality of the foregoing, the Commission does hereby approve the classification and position changes and salary or pay schedules as noted in the Annual Budget and authorizes the General Manager to implement such changes.

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
CHAIRPERSON

ATTEST:

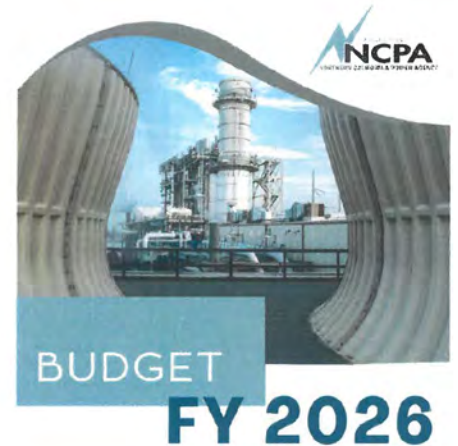
CARRIE POLLO
ASSISTANT SECRETARY



NCPA Budget Approval

Fiscal Year 2025-26

Monty Hanks
April 24, 2025



Major Changes From March Review – Net \$60.3m

- Decreases \$1.2m
 - Labor \$339k
 - Geo Decommissioning Reserve \$346k
 - Pass Through Costs \$280k
 - NCPA Contracts \$164k
 - Western Resources \$53k
- Increases \$61.5m
 - Member Contracts \$57.9m
 - CT1 Decommissioning Reserve \$1.9m
 - LEC Decommissioning Reserve \$1.2m*
 - Generation Services IARP refresh \$200k
 - Net Load Costs \$162k
 - Transmission Costs \$97k



Staffing FTE Count – FY26 *Proposed* Budget

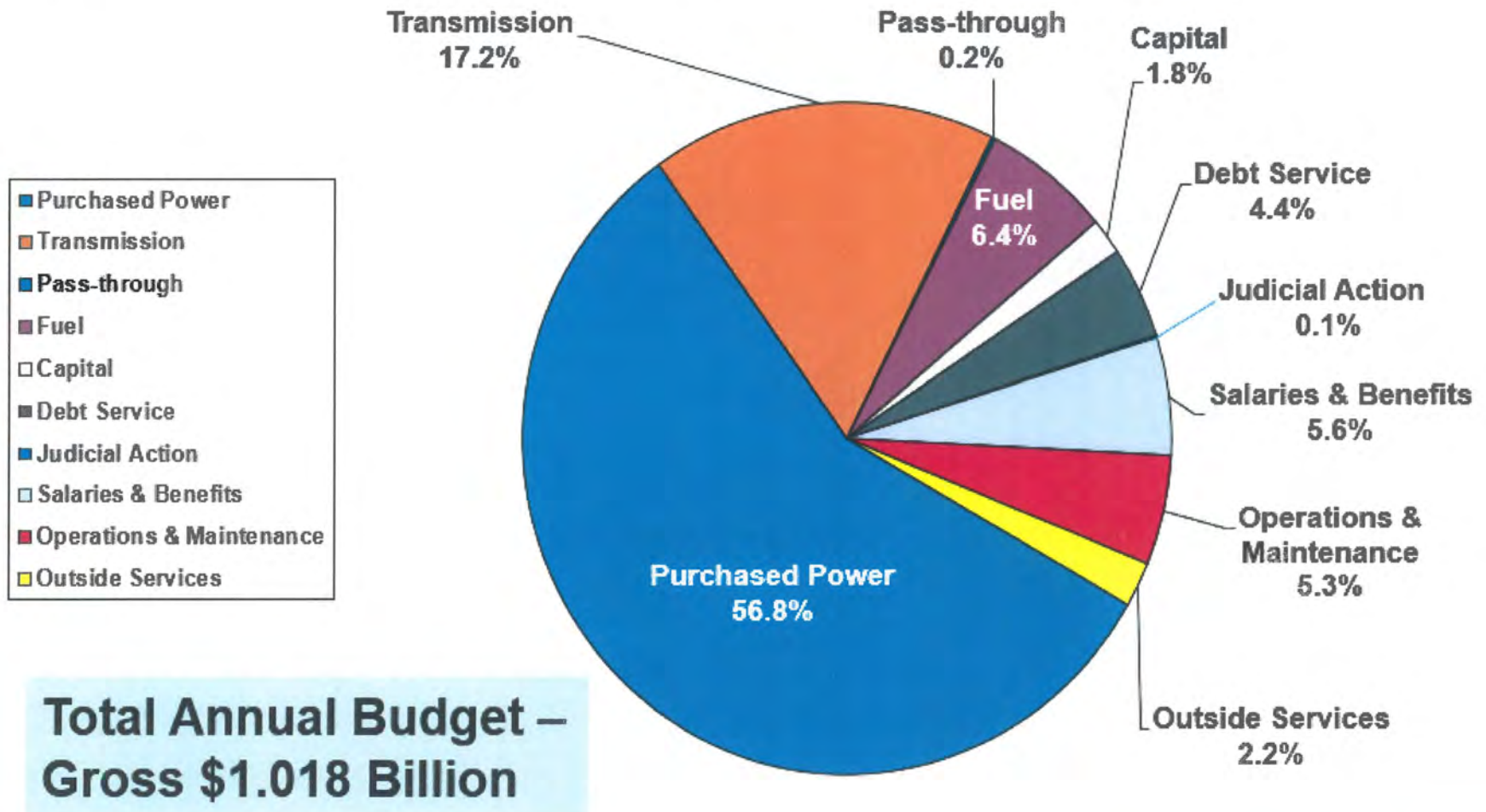
	FY2021 Approved Budget	FY2022 Approved Budget	FY2023 Approved Budget	FY2024 Approved Budget	FY2025 <i>Proposed</i> Budget	FY2026 <i>Proposed</i> Budget	Increase / (Decrease)
FTEs	169	169	169	169	170	170	0
Casual (Interns)	2.23	2.23	2.85	3.77	3.69	3.69	0.00
	171	171	172	173	174	174	0.00

Per **AB2561**

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

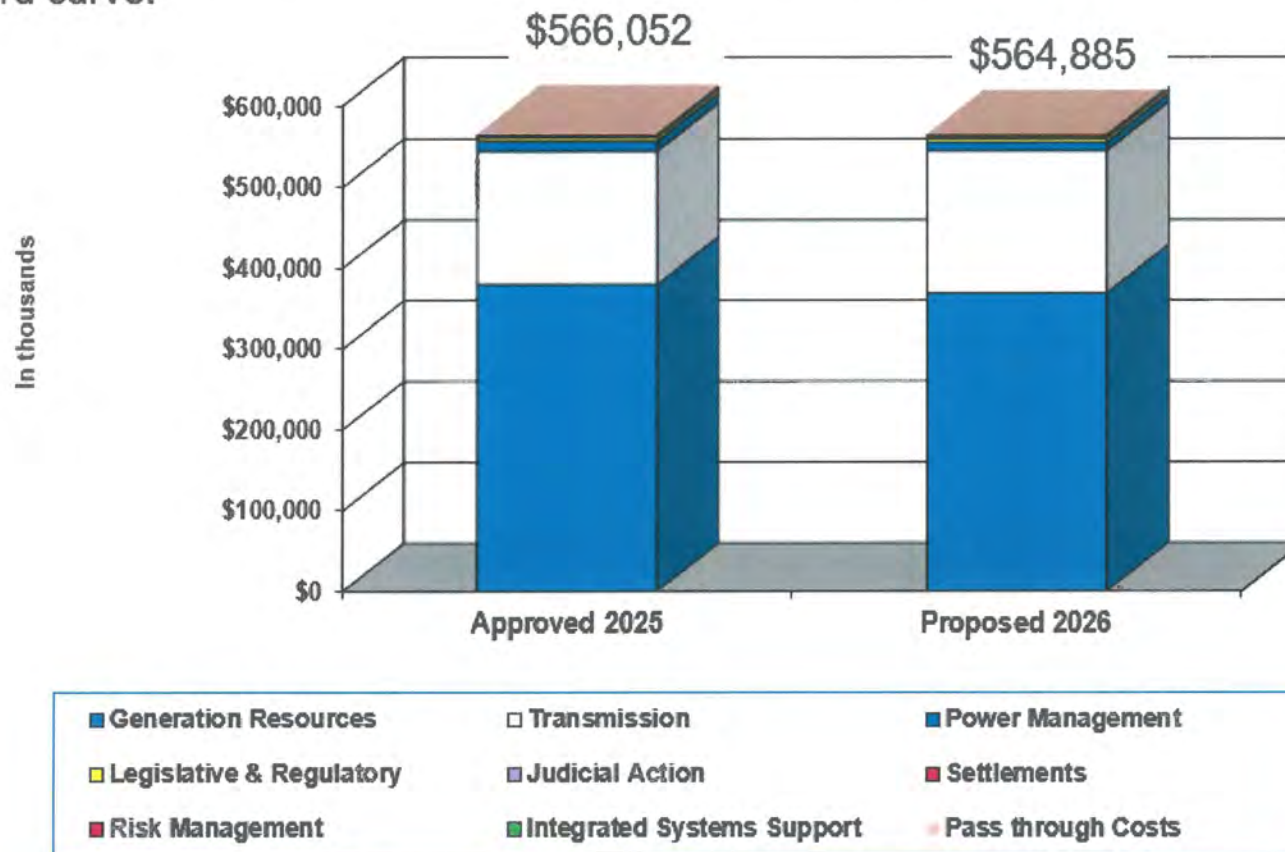
As of 4/14/25

Proposed FY26 Gross Budget by Major Category



Proposed Budget FY 2025-2026 (Net of Revenues)

Proposed FY 2026 Budget, net of revenues, reflects a decrease of \$1.2 million or 0.2% from FY 2025, primarily driven by load, energy, and CAISO costs and the forward curve.





Summary Overview – FY26 *Proposed* Budget

GENERATION RESOURCES

NCPA Plants

Hydroelectric
Geothermal
Combustion Turbine No. 1
Combustion Turbine No. 2 (STIG)
CT 2 Repower
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

TRANSMISSION

FISCAL YEAR ENDED JUNE 30			
2025	Proposed 2026	Inc/(Dec)	% Change
\$ 3,562,386	\$ 15,662,351	\$ 12,099,965	339.7%
(5,468,305)	4,462,415	9,930,720	181.6%
4,573,277	6,646,207	2,072,930	45.3%
4,684,366	2,295,169	(2,389,197)	-51.0%
-	2,755,966	2,755,966	0.0%
26,852,224	31,786,627	4,934,403	18.4%
34,203,948	63,608,735	29,404,787	86.0%
(8,852,489)	14,852,723	23,705,212	267.8%
(767,540)	520,319	1,287,859	167.8%
(28,539,814)	(14,052,237)	14,487,577	50.8%
(10,291,434)	11,983,885	22,275,319	216.4%
545,184,045	405,162,280	(140,021,765)	-25.7%
2,108,011	1,526,966	(581,045)	-27.6%
-	-	-	0.0%
498,840,779	419,993,936	(78,846,843)	-15.8%
533,044,727	483,602,671	(49,442,056)	-9.3%
164,702,821	175,565,139	10,862,318	6.6%

-\$339k Labor

-\$346k Geo Decom
+\$1.9m CT1 Decom
+\$1.2m LEC Decom
+\$200k Gen Svs IARP

+\$58m Member Cont
-\$164k NCPA Cont
-\$53k Western
+\$162k Net Load

+\$97k Transmission



Summary Overview – FY26 *Proposed* Budget

MANAGEMENT SERVICES

Legislative & Regulatory

Judicial Action

Power Management

Energy Risk Management

Settlements

Integrated Systems Support

TOTAL MANAGEMENT SERVICES

PARTICIPANT PASS THROUGH COSTS (TANC, DUES, ETC)

SUPPORT SERVICES

SUPPORT SERVICES REIMBURSEMENTS

TOTAL NET ANNUAL BUDGET COST

OTHER THIRD PARTY REVENUE

PM Service Revenue (Allocated via Nexant methodology)

PM Service Revenue (Allocated via A&G methodology)

Member Owned Generation ISO Energy Revenue

Revenue from Customers

Subtotal

TOTAL ADJUSTED NET ANNUAL BUDGET COST

FISCAL YEAR ENDED JUNE 30			
2025	Proposed 2026	Inc/(Dec)	% Change
4,440,236	4,605,837	165,601	3.7%
1,176,892	1,152,619	(24,273)	-2.1%
15,048,548	13,747,375	(1,301,173)	-8.6%
169,797	211,199	41,402	24.4%
1,211,990	1,238,308	26,318	2.2%
702,004	704,349	2,345	0.3%
22,749,467	21,659,687	(1,089,780)	-4.8%
1,967,542	1,721,523	(246,019)	-12.5%
147,285	147,285	-	0.0%
(147,285)	(147,285)	-	0.0%
\$ 722,464,557	\$ 682,549,020	\$ (39,915,537)	-5.5%
2,597,334	2,651,917	54,582	2.1%
288,593	294,657	6,065	2.1%
153,526,579	114,717,869	(38,808,710)	-25.3%
-	-	-	-
156,412,506	117,664,443	(38,748,063)	-24.8%
\$ 566,052,051	\$ 564,884,577	\$ (1,167,474)	-0.2%

-\$280k Pass Through

Down 0.2% largely due to the forward curve, load costs, transmission costs, and revenue

Recommendation

- NCPA Commission adopt Resolution 25-50 approving the FY2026 Annual Budget, Working Capital and Funding Requirements, and other related budgetary documents



**NORTHERN CALIFORNIA POWER AGENCY
ANNUAL BUDGETS**

GENERATION RESOURCES

NCPA Plants

Hydroelectric
Geothermal
Combustion Turbine No. 1
Combustion Turbine No. 2 (STIG)
CT 2 Repower
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

TRANSMISSION

Independent System Operator

Grid Management Charge (GMC)
GMC Wheeling
Ancillary Services (AS)
Other Charges

TOTAL TRANSMISSION

MANAGEMENT SERVICES

Legislative & Regulatory

Legislative Representation
Regulatory Representation
Western Representation
Customer Programs

Subtotal

Judicial Action

Judicial Action Direct Cost to Programs

Power Management

System Control And Load Dispatch:

Dispatch & Real-time Resource Management
Schedule Coordination
System Control, And Data Acquisition
WECC/NERC Compliance & Participation

Subtotal

FISCAL YEAR ENDED JUNE 30			
2025	Proposed 2026	Inc/(Dec)	% Change
\$ 3,562,386	\$ 15,662,351	\$ 12,099,965	339.7%
(5,468,305)	4,462,415	9,930,720	181.6%
4,573,277	6,646,207	2,072,930	45.3%
4,684,366	2,295,169	(2,389,197)	-51.0%
-	2,755,966	2,755,966	100.0%
26,852,224	31,786,627	4,934,403	18.4%
34,203,948	63,608,735	29,404,787	86.0%
(8,852,489)	14,852,723	23,705,212	267.8%
(767,540)	520,319	1,287,859	167.8%
(28,539,814)	(14,052,237)	14,487,577	50.8%
(10,291,434)	11,983,885	22,275,319	216.4%
545,184,045	405,162,280	(140,021,765)	-25.7%
2,108,011	1,526,966	(581,045)	-27.6%
-	-	-	0.0%
498,840,779	419,993,936	(78,846,843)	-15.8%
533,044,727	483,602,671	(49,442,056)	-9.3%

2,572,012	2,748,393	176,381	6.9%
155,004,333	167,358,274	12,353,941	8.0%
4,577,450	3,526,120	(1,051,330)	-23.0%
2,549,026	1,932,352	(616,674)	-24.2%
164,702,821	175,565,139	10,862,318	6.6%

2,358,832	2,559,881	201,049	8.5%
828,748	893,881	65,133	7.9%
597,864	615,713	17,849	3.0%
654,792	536,362	(118,430)	-18.1%
4,440,236	4,605,837	165,601	3.7%
1,240,000	1,240,000	-	0.0%
(63,108)	(87,381)	(24,273)	-38.5%
4,058,353	3,940,644	(117,708)	-2.9%
4,485,827	4,036,571	(449,256)	-10.0%
2,215,857	1,799,101	(416,756)	-18.8%
970,322	288,245	(682,077)	-70.3%
11,730,359	10,064,561	(1,665,798)	-14.2%

**NORTHERN CALIFORNIA POWER AGENCY
ANNUAL BUDGETS**

Continued

FISCAL YEAR ENDED JUNE 30				
	2025	Proposed 2026	Inc/(Dec)	Budget %
Forecasting Planning, Prescheduling & Trading				
Forecasting	745,258	787,014	41,756	5.6%
Resource Planning, Optimization, Risk Analysis & Mgmt.	614,261	690,816	76,555	12.5%
Power & Fuel Transactions	171,129	185,659	14,530	8.5%
Pre-Scheduling	1,076,489	1,080,333	3,844	0.4%
Power Pool Oper. & Settlement Standards	417,005	386,180	(30,825)	-7.4%
Facilities Agreement Administration	207,582	224,417	16,835	8.1%
Subtotal	3,231,723	3,354,418	122,695	3.8%
Industry Restructuring & Regulatory Affairs	425,737	491,759	66,022	15.5%
Contract Admin, interconnection Svcs & External Affairs:				
Contract Maint, Negotiation and Administration & Litigation	1,014,690	1,155,183	140,493	13.8%
TANC Representation & Advocacy	37,837	41,229	3,392	9.0%
Western Representation & Advocacy	183,517	90,845	(92,672)	-50.5%
Pooling Agreement Coordination and Administration	64,754	146,654	81,900	126.5%
Subtotal	1,300,798	1,433,911	133,113	10.2%
Green Power Project	-	-	-	0.0%
Gas Purchase Program	85,852	92,618	6,766	7.9%
Market Purchase Power Project	123,929	133,807	9,878	8.0%
Power Management Direct Cost to Programs	(1,849,850)	(1,823,699)	26,151	1.4%
Subtotal - Power Management	15,048,548	13,747,375	(1,301,173)	-8.6%
Energy Risk Management				
ROC, RMC Meetings & Activities	64,569	51,877	(12,692)	-19.7%
Counter-party Credit Review & Analysis	105,228	159,322	54,094	51.4%
Subtotal	169,797	211,199	41,402	24.4%
Settlements				
Deal Control Validation & Monitoring	598,015	686,667	88,651	14.8%
ISO Data Validation & Monitoring	613,975	551,641	(62,333)	-10.2%
Subtotal	1,211,990	1,238,308	26,318	2.2%
Integrated Systems Support	702,004	704,349	2,345	0.3%
TOTAL MANAGEMENT SERVICES	22,749,467	21,659,687	(1,089,780)	-4.8%
PARTICIPANT PASS THROUGH COSTS (TANC, DUES, ETC)	1,967,542	1,721,523	(246,019)	-12.5%
SUPPORT SERVICES	147,285	156,957	9,672	6.6%
SUPPORT SERVICES REIMBURSEMENTS	(147,285)	(156,957)	(9,672)	-6.6%
TOTAL NET ANNUAL BUDGET COST	\$ 722,464,557	\$ 682,549,020	\$ (39,915,537)	-5.5%
OTHER THIRD PARTY REVENUE				
PM Service Revenue (Allocated via Nexant methodology)	2,597,334	2,651,917	54,582	2.1%
PM Service Revenue (Allocated via A&G methodology)	288,593	294,657	6,065	2.1%
Member Owned Generation ISO Energy Revenue	153,526,579	114,717,869	(38,808,710)	-25.3%
Subtotal	156,412,506	117,664,443	(38,748,063)	-24.8%
TOTAL ADJUSTED NET ANNUAL BUDGET COST	\$ 566,052,051	\$ 564,884,577	\$ (1,167,474)	-0.2%

Northern California Power Agency
Participant Funding Requirements (Net)
FY 2026 Budget

GENERATION RESOURCES	Budget	Alameda	BART	Biggs	Gridley	Healdsburg	Lodi	Lompoc	Palo Alto	Pumas Sierra	Port of Oakland	Redding	Roseville	Santa Clara	Shasta Lake	Truckee- Donner	Ukiah	TID	All Other
Hydro	\$15,662,331	\$1,566,235	\$ -	\$ -	\$ -	\$259,985	\$1,624,186	\$369,234	\$3,589,813	\$264,834	\$ -	\$ -	\$1,878,482	\$5,798,202	\$ -	\$ -	\$319,512	\$ -	\$ -
Geothermal	4,331,673	741,426	-	-	9,970	14,757	161,348	161,654	-	30,786	-	-	346,195	1,949,488	-	-	246,572	278,815	-
Combustion Turbine No. 1	6,646,207	1,650,201	-	3,073	23,282	387,683	886,161	387,707	-	120,728	-	-	-	2,769,242	-	-	684,140	-	-
Combustion Turbine No. 2 (STIG)	2,298,169	436,083	-	-	-	-	936,592	114,758	-	-	-	-	837,737	-	-	-	-	-	-
GT3 Reactor	2,755,966	-	-	-	-	-	1,188,879	367,850	-	-	-	-	1,192,035	-	-	-	-	-	-
Los Energy Center	31,786,627	-	2,342,378	95,074	697,149	583,033	3,371,812	722,474	-	279,845	-	-	-	9,138,824	-	-	633,755	-	13,923,481
	63,537,893	4,193,946	2,342,378	116,117	735,168	1,392,070	8,440,891	2,113,881	3,589,818	695,653	-	-	4,255,448	19,655,755	-	-	1,803,980	278,815	13,923,481
Member Resources-Energy	14,952,723	(3,880,543)	1,510,952	-	-	(884,382)	1,732,354	-	16,894,673	236,239	-	-	-	(846,362)	-	-	-	-	-
Member Resources-Natural Gas	520,319	-	-	-	-	13,016	416,039	49,053	-	-	-	-	-	-	-	-	-	-	-
Western Resource	(14,052,237)	(924,985)	-	(226,536)	(507,036)	(192,638)	(436,576)	(247,408)	(6,439,293)	(1,348,689)	-	(466,873)	-	-	-	-	(285,224)	-	-
NCPA Contracts & Market Power Purchases	11,983,885	(168,755)	1,005,267	82,989	435,901	97,305	2,039,902	399,295	1,725,334	-	-	-	(1,058,141)	4,365,085	-	-	54,600	-	-
Net Load Costs	495,162,280	19,419,807	16,714,934	811,232	1,808,629	4,431,388	24,673,222	7,216,733	46,754,641	6,358,132	8,257,441	-	-	260,726,148	-	-	5,870,562	-	0
Net GHG Obligations	1,526,968	12,830	205,634	51,326	205,306	193,980	513,266	153,960	-	-	-	-	-	-	-	-	179,644	-	-
Preliminary Surveys and Investigations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	619,893,935	14,538,358	31,493,787	729,011	2,642,800	3,616,461	28,939,227	7,772,679	56,024,556	7,239,913	8,038,609	-	(1,058,141)	264,784,872	-	-	5,829,823	-	-
	483,531,929	18,732,301	23,836,166	847,128	2,777,968	5,010,531	37,360,116	8,866,554	59,614,366	7,934,966	8,038,609	-	3,197,567	264,440,827	-	-	7,833,893	278,815	13,923,481
TRANSMISSION																			
NCPA Plant Transmission *	70,742	21,477	-	289	427	4,674	13,077	4,883	-	892	-	-	16,028	-	-	-	7,443	8,053	-
Independent System Operator	175,565,136	12,360,512	12,488,499	517,865	5,136,516	2,671,917	15,481,775	4,575,453	30,415,758	5,139,693	3,978,867	-	-	83,140,554	-	-	3,857,484	-	-
	175,635,881	12,381,989	12,488,499	518,154	5,136,943	2,676,591	15,496,852	4,580,136	30,415,758	5,140,785	3,978,867	-	-	83,140,554	-	-	3,864,928	8,053	-
MANAGEMENT SERVICES																			
LEGISLATIVE & REGULATORY																			
Legislative Representation	1,873,603	99,857	-	64,641	65,811	76,514	109,270	75,964	154,862	76,947	74,341	141,087	182,377	561,501	82,353	62,953	73,383	-	-
Regulatory Representation	954,240	34,520	-	22,370	22,980	24,823	38,156	26,526	54,063	26,808	25,958	49,286	28,757	189,086	28,757	21,808	25,590	-	-
Western Representation	615,713	17,358	7,009	4,251	9,514	3,618	8,192	4,643	177,128	25,304	-	117,411	69,839	136,190	11,584	7,989	4,977	-	-
JPA Assessment	1,462,281	54,663	55,399	2,415	5,042	12,104	70,390	20,267	138,780	21,763	17,850	116,075	179,826	719,333	29,862	-	16,362	-	-
	4,605,837	205,397	62,699	93,697	103,347	110,860	325,918	127,420	524,884	190,882	126,855	425,938	495,691	1,589,110	152,581	92,251	120,112	-	-
Judicial Action																			
Tariffs & Rates	457,819	59,653	8,561	2,343	3,927	12,143	63,369	19,834	95,346	(3,395)	(8,884)	-	22,793	120,480	-	-	16,727	2,404	-
FERC Rate Cases **	588,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency **	106,809	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Judicial Action Direct Cost to Programs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	1,152,619	59,653	8,561	2,343	3,927	12,143	63,369	19,834	95,346	13,365	(8,884)	-	22,793	120,480	-	-	16,727	2,404	-
POWER MANAGEMENT																			
Power Mgmt. SCALD, ISS,																			
Energy Risk Mgmt & Settlements	15,674,806	1,437,081	1,087,079	107,499	166,393	327,304	1,658,579	946,811	2,347,895	193,807	474,055	-	842,773	5,530,439	-	-	484,267	180,731	-
Green Power Program	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Market Purchase Program	133,807	11,773	11,927	10,955	11,170	11,339	15,867	12,198	12,570	-	13,325	10,800	-	-	-	-	11,283	-	-
Gas Purchase Program	92,616	-	7,209	7,200	7,200	7,200	49,418	7,200	-	-	-	-	-	-	-	-	7,200	-	-
	15,901,231	1,448,854	1,086,206	125,855	184,763	345,843	1,723,855	966,208	2,360,465	393,907	487,980	10,808	842,773	5,530,436	-	-	502,750	180,731	-
	21,659,647	1,709,903	1,157,383	221,084	292,037	468,646	2,013,152	913,482	3,980,714	556,154	625,818	436,639	1,361,256	7,246,895	152,581	92,251	639,589	193,135	-
TANC - TOT																			
BAHA Consulting	59,000	15,887	-	-	-	2,307	16,560	2,504	6,771	2,391	-	-	-	493,125	-	-	2,740	-	-
Biggs 50Kv	777,500	-	128,000	-	-	-	-	-	164,375	-	-	-	-	-	-	-	-	-	-
APPA Dues	380,631	26,110	-	4,700	3,834	7,388	31,085	13,159	45,788	10,505	46,986	51,872	82,162	14,581	15,407	10,375	-	-	
SEPA Dues	22,000	2,821	564	564	564	564	2,821	564	2,821	564	2,821	2,821	2,821	564	564	564	-	-	
DEED Dues	28,732	2,143	108	315	806	2,351	1,080	3,758	3,758	6,742	4,265	6,742	1,197	1,264	951	1,264	-	-	
CEE Dues	10,000	667	667	667	667	667	667	667	667	667	667	667	667	667	667	667	-	-	
ASE Dues	2,500	167	167	167	167	167	167	167	167	167	167	167	167	167	167	167	-	-	
Subscriptions	25,000	-	-	-	-	-	6,250	6,250	6,250	6,250	6,250	6,250	6,250	-	-	-	-	-	-
Metering Maintenance	288,460	18,650	114,980	16,550	8,275	16,550	16,550	8,275	24,825	24,825	24,825	24,825	24,825	-	-	-	16,550	-	-
Customer Programs, Projects **	150,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WRGIS Certificate Transfer Fees**	10,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pass Through Costs	1,721,523	65,283	234,888	24,852	13,821	28,248	70,420	26,416	247,124	34,753	26,728	60,746	66,141	585,653	17,175	18,069	31,914	-	-
SUPPORT SERVICES																			
Support Services Reimbursements	147,385	(147,385)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER THIRD PARTY REVENUE																			
PM Service Revenue (Net)	(2,651,917)	(320,117)	(168,612)	(16,977)	(28,858)	(48,769)	(250,130)	(99,022)	(130,285)	(57,328)	(88,187)	-	(125,808)	(1,012,503)	-	-	(71,378)	(80,814)	(195,878)
PM Service Revenue (A&G)	(284,657)	(29,354)	(13,689)	(1,263)	(4,053)	(8,722)	(38,557)	(11,228)	(21,555)	(5,048)	(2,717)	(1,294)	(20,224)	(123,705)	(452)	(408)	(11,789)	-	-
Member-Owned Generation ISO Energy Revenue	(114,717,889)	-	(766,931)	-	-	-	-	-	-	-	-	-	-	(113,950,936)	-	-	-	-	-
Revenue from Customers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	(117,664,443)	(230,071)	(968,642)	(18,241)	(32,611)	(57,490)	(288,606)	(110,242)	(351,840)	(62,996)	(70,994)	(1,294)	(146,032)	(115,087,165)	(452)	(408)	(83,138)	(20,814)	(105,878)
JPA Assessment - Others																			
Non-NCPA Participants	63,821	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,895	57,926
Credits to Participants	(63,821)	(2,386)	(2,426)	(166)	(228)	(528)	(3,668)	(885)	(6,057)	(950)	(779)	(5,153)	(7,853)	(31,395)	(1,394)	-	(710)	-	-
	-	(2,386)	(2,426)	(166)	(228)	(528)	(3,668)	(885)	(6,057)	(950)	(779)	(5,153)	(7,853)	(31,395)	(1,394)	-	(710)	5,895	57,826
NET ANNUAL BUDGET COST	\$ 964,884,577	\$ 32,857,000	\$ 30,745,910	\$ 1,692,121	\$ 4,187,939	\$ 8,126,187	\$ 54,604,796	\$ 15,195,440	\$ 92,805,664	\$ 13,604,712	\$ 12,608,630	\$ 490,837	\$ 4,400,948	\$ 260,297,299	\$ 168,001	\$ 109,912	\$ 11,866,084	\$ 464,364	\$ 13,876,627
FY2025 Net Annual																			

NORTHERN CALIFORNIA POWER AGENCY
ADMINISTRATIVE GENERAL WAGE STRUCTURE
Effective February 20, 2025

GRADE	JOB CLASSIFICATION/JOB FAMILY	MINIMUM		CONTROL POINT		CTRL PT PLUS 15%	
		ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
15	¹ ACCOUNTANT/ANALYST I	81,869	39.36	102,336	49.20	117,686	56.58
17	¹ ACCOUNTANT/ANALYST II	94,598	45.48	118,269	56.86	135,970	65.37
19	¹ ACCOUNTANT/ANALYST III	109,325	52.56	136,656	65.70	157,144	75.55
10	¹ ACCOUNTING CLERK I	57,034	27.42	71,282	34.27	81,973	39.41
12	¹ ACCOUNTING CLERK II	65,894	31.68	82,368	39.60	94,723	45.54
14	¹ ACCOUNTING CLERK III	76,149	36.61	95,202	45.77	109,450	52.62
16	¹ ACCOUNTING CLERK IV	88,005	42.31	110,011	52.89	126,485	60.81
18	¹ ACCOUNTING CLERK V	101,691	48.89	127,109	61.11	146,182	70.28
8	¹ ADMINISTRATIVE CLERK	49,338	23.72	61,672	29.65	70,928	34.10
10	¹ ADMINISTRATIVE ASSISTANT/OFFICE ADMINISTRATOR I	57,034	27.42	71,282	34.27	81,973	39.41
12	¹ ADMINISTRATIVE ASSISTANT/OFFICE ADMINISTRATOR II	65,894	31.68	82,368	39.60	94,723	45.54
14	¹ ADMINISTRATIVE ASSISTANT/OFFICE ADMINISTRATOR III	76,149	36.61	95,202	45.77	109,450	52.62
31	¹ AGM I/SENIOR DIRECTOR (E.g. Business Development)	260,374	125.18	325,478	156.48	374,296	179.95
32	¹ AGM II (E.g. Power Mgmt, Generation, Leg & Reg, CFO/Admin)	279,906	134.57	349,877	168.21	402,376	193.45
33	¹ AGM III	300,914	144.67	376,126	180.83	432,557	207.96
24	¹ ASSISTANT CONTROLLER	156,957	75.46	196,186	94.32	225,618	108.47
25	¹ ASSISTANT MANAGER: INFORMATION SERVICES	168,730	81.12	210,891	101.39	242,528	116.60
6E	¹ ASSISTANT, STUDENT I	34,112	16.40	41,382	19.90	47,586	22.88
6F	¹ ASSISTANT, STUDENT II	40,849	19.64	51,061	24.55	58,715	28.23
6G	¹ ASSISTANT, STUDENT III	50,763	24.41	63,448	30.50	72,978	35.09
6H	¹ ASSISTANT, STUDENT IV	58,651	28.20	73,298	35.24	84,299	40.53
14	¹ COMPUTER TECHNOLOGY ANALYST	76,149	36.61	95,202	45.77	109,450	52.62
17	¹ COMPUTER TECHNOLOGY ANALYST I	94,598	45.48	118,269	56.86	135,970	65.37
19	¹ COMPUTER TECHNOLOGY ANALYST II	109,325	52.56	136,656	65.70	157,144	75.55
21	¹ COMPUTER TECHNOLOGY ANALYST III	126,339	60.74	157,914	75.92	181,605	87.31
23	¹ COMPUTER TECHNOLOGY ANALYST IV	145,995	70.19	182,499	87.74	209,872	100.90
17	¹ ENERGY RESOURCE ANALYST I	94,598	45.48	118,269	56.86	135,970	65.37
19	¹ ENERGY RESOURCE ANALYST II	109,325	52.56	136,656	65.70	157,144	75.55
21	¹ ENERGY RESOURCE ANALYST III	126,339	60.74	157,914	75.92	181,605	87.31
24	¹ ENERGY RESOURCE ANALYST IV	156,957	75.46	196,186	94.32	225,618	108.47
17	¹ ENGINEER I	94,598	45.48	118,269	56.86	135,970	65.37
19	¹ ENGINEER II	109,325	52.56	136,656	65.70	157,144	75.55
21	¹ ENGINEER III	126,339	60.74	157,914	75.92	181,605	87.31
24	¹ ENGINEER IV	156,957	75.46	196,186	94.32	225,618	108.47
25	¹ ENGINEER V: SUPERVISING /PLANT	168,730	81.12	210,891	101.39	242,528	116.60
21	¹ ENVIRONMENTAL, HEALTH & SAFETY SPECIALIST	126,339	60.74	157,914	75.92	181,605	87.31
17	¹ EXECUTIVE ASSISTANT	94,598	45.48	118,269	56.86	135,970	65.37
33	¹ GENERAL COUNSEL	300,914	144.67	376,126	180.83	432,557	207.96
39	¹ GENERAL MANAGER	464,402	223.27	580,486	279.08	667,555	320.94
16	¹ GEOLOGIST I	88,005	42.31	110,011	52.89	126,485	60.81
18	¹ GEOLOGIST II	101,691	48.89	127,109	61.11	146,182	70.28
20	¹ GEOLOGIST III	117,520	56.50	146,890	70.62	168,938	81.22
23	¹ GEOLOGIST IV	145,995	70.19	182,499	87.74	209,872	100.90
24	¹ GEOLOGIST V	156,957	75.46	196,186	94.32	225,618	108.47
16	¹ GOVERNMENT RELATIONS REPRESENTATIVE I	88,005	42.31	110,011	52.89	126,485	60.81
18	¹ GOVERNMENT RELATIONS REPRESENTATIVE II	101,691	48.89	127,109	61.11	146,182	70.28
20	¹ GOVERNMENT RELATIONS REPRESENTATIVE III	117,520	56.50	146,890	70.62	168,938	81.22
22	¹ GOVERNMENT RELATIONS REPRESENTATIVE IV	135,803	65.29	169,770	81.62	195,229	93.86
14	¹ HUMAN RESOURCES ASSISTANT	76,149	36.61	95,202	45.77	109,450	52.62
17	¹ HUMAN RESOURCES ANALYST I	94,598	45.48	118,269	56.86	135,970	65.37
19	¹ HUMAN RESOURCES ANALYST II	109,325	52.56	136,656	65.70	157,144	75.55
21	¹ HUMAN RESOURCES ANALYST III	126,339	60.74	157,914	75.92	181,605	87.31
26	¹ HUMAN RESOURCES MANAGER	181,376	87.20	226,720	109.00	260,728	125.35
28	¹ HUMAN RESOURCES DIRECTOR	209,602	100.77	261,997	125.96	301,288	144.85
13	¹ LEGISLATIVE PROGRAM ASSISTANT	70,845	34.06	88,546	42.57	101,816	48.95
27	¹ MANAGER, INFORMATION SERVICES	194,979	93.74	243,734	117.18	280,280	134.75
27	¹ MANAGER, INFORMATION SERVICES & POWER SETTLEMENTS	194,979	93.74	243,734	117.18	280,280	134.75
29	¹ MANAGER, PLANT	225,306	108.32	281,653	135.41	323,898	155.72
25	¹ MANAGER, REGULATORY PROGRAM	168,730	81.12	210,891	101.39	242,528	116.60
26	¹ MANAGER, RELIABILITY COMPLIANCE	181,376	87.20	226,720	109.00	260,728	125.35

NORTHERN CALIFORNIA POWER AGENCY
ADMINISTRATIVE GENERAL WAGE STRUCTURE
Effective February 20, 2025

GRADE		JOB CLASSIFICATION/JOB FAMILY	MINIMUM		CONTROL POINT		CTRL PT PLUS 15%	
			ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
17	¹	MATERIALS/WAREHOUSE COORDINATOR I	94,598	45.48	118,269	56.86	135,970	65.37
19	¹	MATERIALS/WAREHOUSE COORDINATOR II	109,325	52.56	136,656	65.70	157,144	75.55
17	¹	POWER SETTLEMENTS ANALYST I	94,598	45.48	118,269	56.86	135,970	65.37
19	¹	POWER SETTLEMENTS ANALYST II	109,325	52.56	136,656	65.70	157,144	75.55
21	¹	POWER SETTLEMENTS ANALYST III	126,339	60.74	157,914	75.92	181,605	87.31
26	¹	POWER SETTLEMENTS MANAGER	181,376	87.20	226,720	109.00	260,728	125.35
24	¹	SCHEDULER/PLANNER, POWER	156,957	75.46	196,186	94.32	225,618	108.47
23	¹	SENIOR COMPUTER TECH. ANALYST, POWER (E.g. BILLING)	145,995	70.19	182,499	87.74	209,872	100.90
18	¹	SHAREPOINT ADMINISTRATOR	101,691	48.89	127,109	61.11	146,182	70.28
4	¹	STUDENT HELPER (OFFICE/PLANT)	36,941	17.76	46,176	22.20	53,102	25.53
27	¹	SUPERINTENDENT, GENERATION RESOURCES	194,979	93.74	243,734	117.18	280,280	134.75
23	¹	SUPERVISOR I, POWER SETTLEMENTS	145,995	70.19	182,499	87.74	209,872	100.90
21	¹	SUPERVISOR I, (CHEMICAL, GENERAL SERVICES)	126,339	60.74	157,914	75.92	181,605	87.31
25	¹	SUPERVISOR II, (PLANT, ENERGY RISK, ENGINEERING)	168,730	81.12	210,891	101.39	242,528	116.60
28	¹	SUPERVISOR III, (POWER MGT., COORD. OP, REG/ENV COMP, <u>ENGR</u>)	209,602	100.77	261,997	125.96	301,288	144.85
28	¹	TREASURER-CONTROLLER	209,602	100.77	261,997	125.96	301,288	144.85
HEA	²	HYDRO TECH APPRENTICE	84,219	40.49	115,086	55.33		
HEA	²	HYDRO TECH	124,301	59.76	160,826	77.32		
HEA	²	HYDRO TECH - DESIGNATED SKILLS	172,411	82.89	172,411	82.89		
HEA	²	HYDRO TECH OPERATOR	168,896	81.20	168,896	81.20		
HEA	²	HYDRO TECH OPERATOR - DESIGNATED SKILLS	181,022	87.03	181,022	87.03		
IBEW	²	CT SPECIALIST I - VI	117,894	56.68	175,698	84.47		
IBEW	²	CT SPECIALIST - LEAD	172,016	82.70	184,475	88.69		
IBEW	²	CT SPECIALIST I - V (OPERATORS)	120,682	58.02	167,731	80.64		
IBEW	²	CT SPECIALIST I - V (OPERATORS) LEAD	176,114	84.67	176,114	84.67		
IBEW	²	MECHANIC OPERATOR I - V	117,894	56.68	154,107	74.09		
IBEW	²	MECHANIC OPERATOR - LEAD	161,803	77.79	161,803	77.79		
IBEW	²	OPERATOR TECHNICIAN I - V	120,682	58.02	161,907	77.84		
IBEW	²	OPERATOR TECHNICIAN - LEAD	170,019	81.74	170,019	81.74		
IBEW	²	STOREKEEPER I - V	79,934	38.43	95,888	46.10		
IBEW	²	TECHNICIAN CHEMICAL/PERFORMANCE	145,912	70.15	145,912	70.15		
IBEW	²	TECHNICIAN OPERATOR I - VI	117,894	56.68	174,970	84.12		
IBEW	²	TECHNICIAN OPERATOR - LEAD	171,267	82.34	183,747	88.34		
	³	SCHEDULE COORDINATOR I	89,377	42.97	119,330	57.37		
	³	SCHEDULE COORDINATOR II	125,591	60.38	145,423	69.92		
	³	SCHEDULE COORDINATOR III	152,281	73.21	175,985	84.61		
	³	SYSTEM DISPATCHER	138,757	66.71	194,193	93.36		
	³	SYSTEM DISPATCHER, LEAD	203,918	98.04	203,918	98.04		

Note ¹ Non-union employees whose salaries exceed the control may be granted a lump sum merit increase which is not added to base pay.

Note ² IBEW = International Brotherhood of Electrical Workers

Note ³ Schedule Coordinators and Dispatchers receive overtime, relief pay in addition to step increases. These are union classifications subject to the Memorandum of Understanding and when appropriate.

HEA = Hydroelectric Employees Association
overtime, shift differential, relief premium, upgrade and travel pay may be added to base pay

**Northern California Power Agency
Analysis of Working Capital Requirements
FY 2026 Budget**

	Annual Budget Cost	30 Days Working Capital				Add'l Rqmnt (Excess Rqmnt)	Memorandum Only
		Proposed (A)	FYE 2025 Balance				45 Days
			From Bonds	Operations	Total		Working Capital
<u>GENERATION RESOURCES</u>							
Hydroelectric	\$ 56,180,442	\$ 4,519,390		\$ 4,530,186	\$ 4,530,186	\$ (10,795)	\$ 6,926,356
Geothermal	44,280,533	\$ 3,567,742		3,774,673	3,774,673	(206,931)	5,459,244
Combustion Turbine No. 1	8,658,294	\$ 591,760		387,027	387,027	204,732	1,067,461
Combustion Turbine No. 2 (STIG)	2,337,169	\$ 192,096		427,913	427,913	(235,817)	288,144
CT2 Repower	2,755,966			-	-	-	
Lodi Energy Center (F)	124,658,346			-	-	-	
Member Resource - Energy (B)	79,108,660			-	-	-	
Member Resource - Gas (B)	2,890,502			-	-	-	
Western Resource (C)	24,080,754			-	-	-	
NCPA Contracts & Market Power Purchases	65,318,002			-	-	-	
Load Costs - CAISO (G)	405,162,280			-	-	-	
Net GHG Obligations (H)	1,526,966			-	-	-	
	816,957,914	\$ 8,870,988	-	9,119,799	9,119,799	(248,811)	
<u>TRANSMISSION</u>							
Hydroelectric	2,041,464	\$ 167,792		167,651	167,651	140	251,687
Geothermal Plant	70,742	\$ 5,814		7,882	7,882	(2,067)	8,722
ISO (D)	175,565,139			-	-	-	
	177,677,345	\$ 173,606	-	175,533	175,533	(1,927)	
<u>MANAGEMENT SERVICES</u>							
Legislative Representation	2,562,142	\$ 210,587		194,062	194,062	16,525	315,881
Regulatory Representation	893,932	\$ 73,474		68,120	68,120	5,353	110,211
Western Representation	617,084	\$ 50,719		49,252	49,252	1,467	76,079
Customer Programs	548,027	\$ 45,043		54,777	54,777	(9,734)	67,565
Judicial Action (E)	1,152,619	\$ -		-	-	-	
System Control and Load Dispatch	10,084,191	\$ 828,838		965,753	965,753	(136,915)	1,243,256
Forecasting & Prescheduling	3,365,650	\$ 276,629		266,544	266,544	10,085	414,943
Industrial Restructuring & Reg Affairs	493,778	\$ 40,584		35,158	35,158	5,426	60,877
Contract Administration	1,437,862	\$ 118,180		107,240	107,240	10,941	177,271
Green Power Project	-	\$ -		-	-	-	
Gas Purchase Program	92,973	\$ 7,642		7,086	7,086	556	11,462
Market Purchase Program	134,270	\$ 11,036		10,224	10,224	812	16,554
Power Management Direct Cost to Programs	(1,823,699)	\$ -		-	-	-	(224,840)
Energy Risk Management	217,320	\$ 17,862		14,459	14,459	3,403	26,793
Settlements	1,243,522	\$ 102,207		100,044	100,044	2,163	153,311
Integrated Systems Support	707,010	\$ 58,110		57,918	57,918	193	87,166
Participant Pass Through Costs	1,721,523	\$ -		-	-	-	
	23,448,204	1,840,912	-	1,930,637	1,930,637	(89,725)	
	\$ 1,018,083,463	\$ 10,885,506	\$ -	\$ 11,225,969	\$ 11,225,969	\$ (340,463)	\$ 16,538,142

The FY 26 working capital of \$10,885,506 represents approximately a 30 day requirement of the proposed budget, excluding the ISO. A 4- requirement (1/8 of a year) is a utility standard rule of thumb and covers a 15th of the month billing for the previous month with 30 days to pay. -3.03%

(A) Proposed amounts represent 30/365 of the FY26 budget. This was done to ensure that a minimum of 30 days working capital is maintained for each program.

(B) Represents specific contract amounts either billed directly to participants or advance billed through NCPA. No working capital considered necessary.

(C) Western energy, O&M and Restoration Fund requirements are billed on an estimated basis with payment generally required 15 to 30 days after month end. No working capital considered necessary.

(D) ISO costs are secured by SC Program Agreement required participant deposits. No additional working capital considered necessary.

(E) Judicial Action costs are primarily legal costs associated with Legislative, Regulatory and Pooling program issues. No additional working capital considered necessary.

(F) The project maintains a separate O&M Reserve to cover working capital requirements. See also PMOA schedule 5.0.

(G) Load Costs - CAISO are offset by energy sales through ISO. No working capital considered necessary.

(H) GOR commitments cover Net GHG allowances. No working capital considered necessary.

**Northern California Power Agency
Working Capital Deposit and FY 2026 Funding Requirement**

Participant	Total Deposit On Hand	FY 2026 Budget Funding Requirement	Additional Requirement Charge (Refund)
Alameda	\$ 1,431,163	\$ 1,385,820	\$ (45,343)
BART	111,794	104,506	(7,288)
Biggs	33,631	33,111	(520)
Gridley	44,466	43,702	(764)
Healdsburg	284,059	286,416	2,357
Lodi	1,280,787	1,182,511	(98,276)
Lompoc	363,539	352,293	(11,246)
Palo Alto	1,357,345	1,340,242	(17,103)
Plumas Sierra	170,342	169,959	(383)
Port of Oakland	60,902	58,163	(2,739)
Redding	33,664	35,012	1,348
Roseville	1,134,916	1,027,141	(107,775)
SVP	4,227,239	4,184,736	(42,503)
Shasta Lake	16,512	16,886	374
Truckee Donner	13,030	13,129	99
TID	257,319	242,801	(14,518)
Ukiah	405,261	409,078	3,817
	<u>\$ 11,225,969</u>	<u>\$ 10,885,506</u>	<u>\$ (340,463)</u>