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Commission Minutes

To: NCPA Commission

From: Carrie A. Pollo, Assistant Secretary to the Commission

Subject: NCPA Commission Meeting – October 24, 2024

1. *Call Meeting to Order and Introductions*

Chair Jenelle Osborne called the meeting to order at 9:51 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 September 27, 2024 Commission Meeting*

MOTION: A motion was made by James “Bo” Sheppard, and seconded by Pauline Roccucci to approve the minutes of the September 27, 2024 Commission meeting. The motion carried by a majority on a roll call vote of those Members present as follows:

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

PUBLIC FORUM

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

OPEN SESSION

REPORTS AND COMMITTEE UPDATES

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

General Manager Randy Howard reported:

- Attended and spoke at the FERC Technical Conference in Washington, DC, October 15 -16, 2024.
- Attended the ESCC meeting in Golden, CO. Approximately 50,000 linemen were dispatched for Hurricane Helene relief. There were several poles damaged during the hurricane. Duke Energy provided approximately 8,000 poles and line crews from 38 different states.
- Spoke at the NHA Conference in Portland, October 8-9, 2024 on wildfires and watersheds.
- Speaking at the CAISO Symposium on October 30, 2024.
- Market conditions are currently stable.
- Working with DOA and ARCHES regarding 45v.

4. *Executive Committee*

Committee Chair Jenelle Osborne reported the Executive Committee met this morning. A quorum of the Committee was established. Closed Session items were discussed during the meeting. The next Executive Committee meeting is scheduled for December 5, 2024.

5. *Facilities Committee*

Power Management Assistant General Manager, Tony Zimmer, reported that the Facilities Committee met on October 2, 2024. A quorum of the Committee was established. At that meeting the Committee discussed today's Commission meeting Items 15, 17, and 18 on the Consent Calendar, and Items 19 and 20, under Discussion/Action. The Committee also met on October 23, 2024. A quorum of the Committee was established. At that meeting the Committee discussed today's Commission meeting Item 16, on the Consent Calendar, and Items 21 and 22, under Discussion/Action. The Committee recommended Commission approval of the above-mentioned items. At that meeting there was also general support for a Second Phase Agreement for Repower of the CT2 Project. The next Facilities Committee meeting is scheduled for November 6, 2024.

6. *Finance Committee*

Committee Chair Catalina Sanchez reported that the Finance Committee met on October 15, 2024 and reviewed items 13 and 14 on the Consent Calendar and Item 23 under Discussion /Action. All three were recommended for acceptance and approval. Staff also shared the latest draft of the Decommissioning Reserve Policy after receiving feedback and suggestions from the Committee. The plan is to review with the LEC PPC and the Finance Committee again before seeking Commission approval next month. The next Finance Committee meeting will be held on November 12, 2024.

7. *Legal Committee*

General Counsel Jane Luckhardt reported the Legal Committee has not met since the last Commission meeting. The next Legal Committee meeting is scheduled for November 7, 2024.

8. *Legislative & Regulatory Affairs Committee*

Committee Chair David Hagele thanked everyone again for attending the NCPA Annual Conference in Napa at the Meritage Resort. The program evaluations received were very

positive regarding the overall conference as well as the venue. Next year's conference is being held in Monterey, California on September 24-26, 2025.

NCPA's L&R team held their annual strategic planning meetings this week to prepare the program's strategic plan for consideration by the L&R Committee when it meets on December 4, 2024. This plan charts out NCPA's state and federal policy priorities for the coming legislative year, and will lay the groundwork for lobbying efforts on Capitol Day and beyond.

The NCPA team is also currently developing the agenda for the 2025 NCPA Strategic Issues Conference which will be held January 21-23, 2025, at the Kimpton Sawyer Hotel in Sacramento. The program is designed to highlight the industry and policy landscape for 2025. Online registration for this conference will open soon. As a reminder, NCPA covers the travel related expenses for two representatives from each NCPA member system to participate in this conference. Yesterday, NCPA's Customer Programs Working Groups toured the UC Davis Energy and Efficiency Institute's Research Centers on Lighting Technology and Cooling Efficiency to learn about the latest technologies that can serve as the basis for innovative new utility programs on decarbonization and grid resiliency. The next meeting of the NCPA L&R Committee will be held on December 4, 2024.

9. *Members' Announcements & Meeting Reporting*

Pauline Roccucci, City of Roseville, announced that Roseville Electric staff requests Council approval of an amended agreement between the City and the California Department of Water Resources (CDWR) regarding the CDWR generators located at the Roseville Energy Park. The amended agreement would serve several distinct purposes, including documentation and completion of the title transfer of the CDWR generators to Roseville, initiating a due diligence study to determine opportunities for Roseville to site additional generators for CDWR, and execution of a non-disclosure agreement between the City and CDWR regarding the due diligence study. This amendment will give Roseville immediate title to CDWR's units and will enable Roseville to utilize the capacity and energy benefits for Roseville customers, offsetting purchases from other generation sources in high demand months, and enabling energy and capacity sales in low demand months.

CONSENT CALENDAR

Prior to the roll call vote to approve the Consent Calendar, the Commissioners were polled to determine if any Member wished to pull an item or abstain from one or more items on the Consent Calendar. No items were requested to be pulled from the Consent Calendar. Palo Alto abstained from Item 17, and Redding abstained from 17 and 18.

MOTION: A motion was made by Cameron Bregman and seconded by Sudhanshu Jain to approve the Consent Calendar consisting of Agenda Items 10 through 18. The motion carried by a majority of those Members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART	Y		
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y	17	
Port of Oakland			X

Redding	Y	17 & 18	
Roseville	Y		
Santa Clara	Y		
Shasta Lake			X
Truckee Donner			X
Ukiah	Y		
Plumas-Sierra			X

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

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

12. **Disposal of Northern California Power Agency Surplus Property** – note and file the report by all members for the disposal of the following: E-Waste LEC.

Fiscal Impact: This report has not direct fiscal impact to the Agency.

13. **Annual Financial Statements and Associated Audit Report and Letters for Year Ending June 30, 2024** – accept and file by all members the Annual Financial Statement and Associated Audit Report and Letters for Years Ended June 30, 2024 and 2023.

Fiscal Impact: This financial report for the years ended June 30, 2024 and 2023 has no direct budget impact to NCPA; it reports on the fiscal impacts for the last fiscal year.

14. **Resolution 24-109, PFM Financial Advisors LLC – Five Year Multi-Task Consulting Services Agreement; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, and NCPA Members** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with PFM Financial Advisors LLC (PFM) for services related to Agency financial position and debt portfolio management tasks, evaluation, monitoring, and reporting of market conditions, and for advising on refunding and debt issuance activity for existing or new projects, which will not exceed \$500,000 over five years, for use by NCPA and NCPA members.

Fiscal Impact: NCPA will pay PFM an annual retainer of \$50,000 over the five-year term totaling \$250,000. The costs for the first year's services were included in the approved Fiscal Year 2025 budget. Transaction related fees will be negotiated as such services are needed and will generally be paid from bond proceeds. Fees for debt related to existing project debt or new money issuance for existing projects will range from \$50,000 - \$85,000 per financing (as defined by a separate offering document) based on the complexity, risk and size of a financing. For complex transactions, such as new NCPA projects (such as LEC in 2010), gas prepayments or energy prepayments with the use of tax credit structures, NCPA and PFM will negotiate a mutually agreed upon fee, which may exceed the range above based on the amount and complexity of work involved.

15. **Resolution 24-111, Property Insurance Program Renewal for CY2025 – Applicable to the following: All NCPA Facilities** – adopt resolution by all members authorizing the General Manager to negotiate and bind Property insurance coverage with FM for CY2025 at a not-to-exceed premium of \$5,100,000.

Fiscal Impact: The total cost to renew the Property Insurance program with FM is not to exceed \$5,100,000 and will be allocated to the specific project locations on an assessed value basis.

16. **Second Amended Resolution 21-120 – Authorizing Northern California Power Agency's General Manager to Execute Second Amended Confirmation Number 0236 for CLEAResult Consulting Inc. Services to the City of Santa Clara/Silicon Valley Power Expanding the Scope of Services and Increasing the Not to Exceed Amount,**

and Issue a Corresponding Change Order to the Existing Purchase Order Under the Support Services Program for Services through December 17, 2025 – adopt second amended resolution by all members authorizing the NCPA General Manager or his designee to execute Second Amended Confirmation Number 0236 for CLEAResult Consulting, Inc. (CLEAResult) services to the City of Santa Clara/Silicon Valley Power expanding the scope of services and increasing the not-to-exceed amount, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Change Order to the existing Purchase Order to CLEAResult for electric vehicle charging infrastructure assistance, electrification education, electrification assessment services, and ChooseEV Online Commercial Fleet Tools through December 17, 2025.

Fiscal Impact: There is no fiscal impact to NCPA. The services provided by CLEAResult to SVP will be billed to and paid by SVP pursuant to the terms of the Support Services Program Agreement. NCPA's administrative costs will be reimbursed by SVP.

- 17. Resolution 24-112, Hill Brothers Chemical Company – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Chemical Purchases; Applicable to the following: NCPA Geothermal 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 Hill Brothers Chemical Company 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. This enabling agreement does not commit NCPA to any expenditure of funds.

- 18. Resolution 24-113, CEQA Notice of Exemptions for Routine Operation, Repair, Maintenance, or Minor Alteration of NCPA Facility Structures at NCPA's Powerplants** – adopt resolution by all members authorizing the General Manager or his designee to file with the appropriate County Clerks the California Environmental Quality Act (CEQA) Notices(s) of Exemption (NOEs) for routine operation and maintenance activities at the NCPA Plant Facilities.

Fiscal Impact: Upon execution, the approved budget for FY 2024-25 includes the items identified in the NOEs. Therefore, no additional fiscal impact is anticipated at this time other than the County Clerks' filing fees which will be less than \$1,000.

DISCUSSION/ACTION ITEMS

- 19. Resolution 24-114, Bureau of Land Management – Geothermal Resources; Renewal of Steam Field Lease Agreements CACA 949 and CACA 950 and Associated Lease Terms and Special Stipulations; Applicable to the following: The NCPA Geothermal Facility** – adopt resolution by all members authorizing the General Manager or his designee to execute the Bureau of Land Management (BLM) Decision – Lease Renewal Grant dated August 1, 2024, which extends the Geothermal Steam Field Lease Agreements CACA 949 and CACA 950 for an additional 40-years and other modified terms, with any non-substantial changes recommended and approved by the NCPA General Counsel.

Fiscal Impact: The required biological, botanical, and cultural surveys incurred one-time costs of approximately \$218,554. The Geothermal Steam Field lease costs remain the same.

Assistant General Manager, Michael DeBortoli, presented background information regarding the two Steam Field Lease Agreements (CACA 949 & CACA 950) with the Bureau of Land Management for the steam production and injection wells. There are no substantial changes to the terms and conditions of these agreement. The term is 40 years, and the royalty rate

remains the same at 11.25%. If there is loss of the SEGEP, then the royalty rate would increase to 12.5%. There was no further discussion.

MOTION: A motion was made by Sudhanshu Jain and seconded by David Hagele recommending the Commission adopt Resolution 24-114 authorizing the General Manager or his designee to execute the Bureau of Land Management (BLM) Decision – Lease Renewal Grant dated August 1, 2024, which extends the Geothermal Steam Field Lease Agreements CACA 949 and CACA 950 for an additional 40-years and other modified terms, with any non-substantial changes recommended and approved by the NCPA General Counsel. The motion carried by a majority of those members present on a roll call vote as follows:

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

- 20. Resolution 24-115, 2025 Combustion Turbine Facilities Switchyard Relays Upgrade Project; Applicable to the following: NCPA's Combustion Turbine Alameda Facility Units 1 and 2 and Combustion Turbine Lodi Facility–** adopt resolution by all members authorizing the 2025 Combustion Turbine Facilities Switchyard Relays Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed \$544,391.95, and authorizing encumbrance and reallocation of the FY24 CT1 Controls and Excitation funding in the amount of \$350,891.95 to help fund the 2025 Combustion Turbine Facilities Switchyard Relays Upgrade Project (pending NCPA encumbrance processing), and authorizing the use of up to \$193,500 from the FY25 CT1 Outage budget for remaining project funding.

Fiscal Impact: The total cost of the project is estimated not to exceed \$544,391.95.

Assistant General Manager, Michael DeBortoli, presented background information regarding the purpose of this project, which will allow for safer and more reliable operations, the fiscal impact, and the selection process. There was no further discussion.

MOTION: A motion was made by James "Bo" Sheppard and seconded by Catalina Sanchez recommending the Commission adopt Resolution 24-115 authorizing the 2025 Combustion Turbine Facilities Switchyard Relays Upgrade Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further

approval by the Commission, for a total cost not to exceed \$544,391.95, and authorizing encumbrance and reallocation of the FY24 CT1 Controls and Excitation funding in the amount of \$350,891.95 to help fund the 2025 Combustion Turbine Facilities Switchyard Relays Upgrade Project (pending NCPA encumbrance processing), and authorizing the use of up to \$193,500 from the FY25 CT1 Outage budget for remaining project funding. The motion carried by a majority of those members present on a roll call vote as follows:

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

21. Resolution 24-116, 2025 Geothermal FY24 Encumbrance Request; Applicable to the following: NCPA's Geothermal Facility – adopt resolution by all members authorizing the FY24 Geothermal Facilities Encumbrance Request and reallocating funds from the FY 2024 budget in the amount of \$587,919 to help fund the Geothermal Plant #2 Diesel Tank Project, pending NCPA encumbrance processing.

Fiscal Impact: If approved, a total of \$587,919 of FY 2024 project funds will be encumbered and reallocated to the Geothermal Plant #2 Diesel Tank Project, for revised total project funding of \$787,919.

Assistant General Manager, Michael DeBortoli presented background information proposing that excess funds from several projects budgeted in FY 2024 be encumbered and reallocated to help fund this project. The fiscal impact was discussed including the total amount to be encumbered for this project. There was no further discussion.

MOTION: A motion was made by Sudhanshu Jain and seconded by Cameron Bregman recommending the Commission adopt Resolution 24-1116 authorizing the FY24 Geothermal Facilities Encumbrance Request and reallocating funds from the FY 2024 budget in the amount of \$587,919 to help fund the Geothermal Plant #2 Diesel Tank Project, pending NCPA encumbrance processing. The motion carried by a majority of those members present on a roll call vote as follows:

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

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

22. Resolution 24-117, 2025 Hydroelectric Facilities FY24 Encumbrance; Applicable to the following: NCPA Hydroelectric Facilities – adopt resolution by all members authorizing the FY24 Hydroelectric Facilities Encumbrances and reallocating various funds in the FY24 budget in the amount of \$1,468,500 to help fund the CV Turbine Runner Repair Project, NSM Spillway Maintenance Project, NSM Sidelight & Roof Maintenance Project and additional funding for the budget approved McKays 17Kv Wildfire Mitigation Project, pending NCPA encumbrance processing.

Fiscal Impact: The total combined estimated cost of the projects is not to exceed \$1,468,500.

Assistant General Manager, Michael DeBortoli, presented the background information for the four projects discovered after the FY25 Hydroelectric Facilities budget was approved. This work needs to be completed by June 30, 2025. It should be noted that these projects have not yet been approved by the Commission and will be presented for Commission approval at a future date. The fiscal impact and the selection process was reviewed. There was no further discussion.

MOTION: A motion was made by Sudhanshu Jain and seconded by Vicki Veenker recommending the Commission adopt Resolution 24-117 authorizing the FY24 Hydroelectric Facilities Encumbrances and reallocating various funds in the FY24 budget in the amount of \$1,468,500 to help fund the CV Turbine Runner Repair Project, NSM Spillway Maintenance Project, NSM Sidelight & Roof Maintenance Project and additional funding for the budget approved McKays 17Kv Wildfire Mitigation Project, pending NCPA encumbrance processing. The motion carried by a majority of those members present on a roll call vote as follows:

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

Truckee Donner			X
Ukiah	Y		
Plumas-Sierra			X

23. 2025 NCPA Committee Meeting Calendar – approval by all members.

Fiscal Impact: This item has no direct fiscal impact to the Agency.

The Commission discussed and reviewed the proposed 2025 NCPA Committee Meeting Calendar. There was discussion on whether the Commission meeting in coordination with the Annual Conference should be at a different time and/or date. Staff will look into this option.

MOTION: A motion was made by James “Bo” Sheppard and seconded by Jenelle Osborne recommending the Commission approve the 2025 NCPA Committee Meeting Calendar with flexibility to make a change to the Commission meeting date and/or time that is currently scheduled during the Annual Conference if needed. The motion carried by a majority of those members present on a roll call vote as follows:

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

24. Overview of the FY2026 Budget Process and Approach – Request for Guidance of FY2026 NCPA Operating Budget Directions – request for Commission guidance and direct staff to prepare the FY2026 Operating Budget in accordance with the process and approach detailed in the attached presentation.

Fiscal Impact: The direction provided in this presentation will provide budget guidance for FY2026. The specific fiscal impact is not known at this time. Actual fiscal impact will be presented at the time of final approval of the budget, currently scheduled for April 2025

Fiscal Impact: The direction provided in this presentation will provide budget guidance for FY2026. The specific fiscal impact is not known at this time. Actual fiscal impact will be presented at the time of final approval of the budget, currently scheduled for April 2025

Assistant General Manager, Monty Hanks reported that the proposed budget approach will continue with review of the draft budgets through the Facilities, LEC PPC, and L&R Committees, and UD meetings, seeking a recommendation for Commission approval. February review will be a combined meeting with the Facilities and Finance Committees. The budget is prepared on a project/program basis. Allocation for all allocated costs are Power Management, Legislative and Regulatory, Judicial Action, Administrative and General, and direct allocations. Previously approved methods will continue to be used at this time with focus on NCPA controllable costs and

aligning budgets with expectations and previous actuals. Reserves and Program Security Deposits will be based on agreements and/or Commission direction. Staff recommends a target budget increase of approximately 3% for plant operating and maintenance costs and a 0-3% increase for all other operating expenses. Salaries will have a target range of \$1.3 million which will include Union negotiations, structure adjustment for unrepresented and Dispatch equal to Union COLA, and merits (0-3% based on annual performance, end of probations, and/or promotions. Staff will continue to focus on NCPA controllable costs.

MOTION: A motion was made by Catalina Sanchez and seconded by Christina McKenna recommending the Commission guidance and direct staff to prepare the FY2026 Operating Budget in accordance with the process and approach detailed in the attached presentation. The motion carried by a majority of those members present on a roll call vote as follows:

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

INFORMATIONAL ITEMS

25. Overview of FY 2024 Billing Settlement Process and Preliminary Results – Staff provided an overview of the FY 2024 billing settlement process and preliminary results.

After internal accounting review, the final draft of the FY 2024 Annual Billing Settlements was reviewed by the Commission. The draft results include an approximate \$1.54 million refund from plant operations, and approximately \$3.48 million refund coming from programs and other services. The net refund of excess collections due to participants at fiscal year-end is \$5.0 million.

These final results will be presented to the LEC PPC on November 4, 2024 and Facilities Committee on November 6, 2024. The next step is to present the final results to the Utility Directors at the November 14, 2024 UD meeting. Staff will be seeking Commission approval at the December 5, 2024 Commission meeting. There was no further discussion.

26. Hydrogen Economics Discussion – Generation Services staff lead a discussion regarding hydrogen economics for the Lodi Energy Center (LEC).

Assistant General Manager, Michael DeBortoli presented strategy, assumptions, efficiency and cost comparisons for a hydrogen project. Summary of the annual cost for a hydrogen

project would be approximately \$32 million. Costs of alternative projects for solar plus BESS would be \$115 million per year to build it, or \$103 million to buy solar plus BESS.

System reliability cannot do solar only with too much and many solar projects are being curtailed. Battery recycling is another nightmare. Inverter resources do not provide inertia and the CEC states that gas turbines will be required for the grid even after 2045. Political rules need to be worked out for variable costs, with rulings in favor, and hydrogen can be produced at lower costs than natural gas. Hydrogen fixed costs is substantially lower than the equivalent of solar and battery. Solar will continue to feel the strain of curtailments until storage is under control. Gas turbines are essential for reliability. Questions were discussed regarding gas transportation and PG&E rate case costs,

CLOSED SESSION ITEMS

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

Chair Osborne asked General Counsel to move the Commission into Closed Session at 11:53 am to discuss Closed Session item 27. General Counsel Jane Luckhardt took the Commission into Closed Session.

27. CONFERENCE WITH LEGAL COUNSEL – Pursuant to Government Code Section 54956.9(d)(2) – Anticipated Litigation, three (3) cases.

OPEN SESSION

All meeting attendees rejoined the public meeting at 12:42 pm.

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 October 24, 2024 Commission meeting was adjourned at 12:43 am pm by Chair Osborne.

Respectfully submitted,

//

JENELLE OSBORNE
Commission Chair

Prepared by,

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CARRIE A. POLLO
Assistant Secretary to the Commission



Commission Meeting
October 24, 2024
COMMISSIONERS
Attendance List

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

MEMBER	NAME
1 - ALAMEDA	<i>W. H. [Signature]</i>
2 - BIGGS	<i>Bo Sheppard</i>
3 - GRIDLEY	<i>Catalina Sanchez</i>
4 - HEALDSBURG	<i>David Hagele</i>
5 - LODI	<i>Cameron Bregman</i>
6 - LOMPOC	<i>Jennifer [Signature]</i>
7 - PALO ALTO	<i>Vicki Veentker</i>
8 - PLUMAS-SIERRA REC	
9 - PORT OF OAKLAND	
10 - REDDING	<i>Nick Zettel</i>
11 - ROSEVILLE	<i>Pauline Rocucci</i>
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	<i>Yuliga Schmidt</i>
13 - SANTA CLARA	<i>Suhanshu Jain</i>
14 - SHASTA LAKE	
15 - TRUCKEE DONNER	
16 - UKIAH	<i>Cindy Sauer</i>

[illegible]

SUPPORT SERVICES PROGRAM STATUS REPORT

November 21, 2024

<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
0339	Alameda Municipal Power	10/22/24	\$ 6,975.00	Frontier Energy, Inc.; Induction cooking demonstration workshop.
0338	City of Lompoc	10/17/24	\$ 60,660.70	Power Engineers, Inc.; Arc Flash analysis for Receiving substation.
0337	City of Lompoc	9/10/24	\$ 68,840.65	Power Engineers, Inc.; Receiving substation engineering support including as-built drawing verification, update CAD drawing files, recommend renewal options, and prepare preventative maintenance program.
0336	City of Redding	8/15/24	\$ 7,710.00	Frontier Energy, Inc.; Training/Induction Cooking Demonstration in calendar year 2024 for City of Redding event.
0335	City of Roseville	9/9/24	\$ 53,272.00	Richard Heath & Associates, Inc.; Technical advisory and analysis services related to DSM programs.
0334	City of Lompoc	8/8/24	\$ 8,875.00	Intuitive Group; Grant related services including funding research, proposal development, application writing and support related to electric infrastructure upgrades, grid resiliency, energy efficiency, wildfire/hazard mitigation, and EV charging for balance of CY2024.
0333	City of Roseville	7/15/24	\$ 10,830.00	Coffman Engineers, Inc; structural engineering concrete foundation design services for a new 12kV switchgear.
0332	City of Santa Clara	7/11/24	\$ 83,985.00	Frontier Energy, Inc.; Provide up to 20 EE commercial food service site audits.
0329	City of Lompoc	3/29/24	\$ 24,475.00	iParametrics, LLC; Grant writing services related to GRIP Topic 3 application.
0328	City of Palo Alto	4/11/24	\$ 40,450.00	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.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
0322	City of Roseville	4/1/24	\$ 17,265.00	Frontier Energy, Inc.; Induction cooking demonstration and electrification training.
0321	City of Palo Alto	3/8/24	\$ 46,885.00	Plug in America; provide EV Expos and Workshops in 2024 to promote EV adoption.
0320	City of Redding	3/8/24	\$ 39,680.00	AESI-US, Inc.; provide comprehensive cyber security risk assessment.
0319	City of Palo Alto	2/8/24	\$ 17,265.00	Aspen Environmental; provide support re regulatory and legislative matters and objectives, CPUC filings, orders and decisions; impacts on the City.
0315	Port of Oakland	11/29/23	\$ 149,995.00	NewGen Strategies and Solutions, LLC; Electric cost of Service and Retail Rate Design Study.
0310	City of Redding	5/21/24	\$ 36,200.00	Cameron Cole LLC; GHG verification services for emission years 2023, 2024, and 2025 for compliance with mandatory CARB regulations.
0309	City of Roseville	8/17/23	\$ 30,835.00	EcoEngineers; Providing LCFS Pathway Registration services for the Pleasant Grove Wastewater Treatment Plant.
0308	City of Redding	8/25/23	\$1,167,293.55	Siemens Energy, Inc.; Year 1 of a 5-year T-3000 control systems maintenance and support services program.
0307	City of Roseville	9/6/2023	\$1,196,537.12	Siemens Energy, Inc.; Year 1 of a 5-year T-3000 control systems maintenance and support services program.
0304	Alameda Municipal Power	7/31/23	\$713,195.50	CLEAResult Consulting Inc.; EV charging outreach and technical assistance services.
0303	City of Palo Alto	5/16/23	\$51,015.00	Flynn Resource Consultants, Inc.; Analysis to aid the City in Electric Supply Portfolio Planning.
0298	City of Palo Alto	3/16/23	\$249,829.00	iParametrics LLC; Grant writing services for Electric GRIP Grant and for Gas NGDISM Grant and for Post-Award services and support for future grants.
0295	Alameda Municipal Power	5/3/23	\$250,000.00	SpryPoint Services, Inc.; Implement SpryMobile Asset & Workflow Management Software to support AMP's operational needs through September 14, 2027.

No.	Member Name	Date	Amount NTE	Vendor Name & Short Description
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.
0281	Truckee Donner PUD	11/23/22	\$ 25,227.00	Dudek; Comprehensive revision of TDPUD Wildfire Mitigation Plan per AB 1054 and PUC section 8387; including review, collection of data, and WMP revision.
0277	City of Lodi	9/28/22	\$156,460.00	Electric Power Systems International, Inc.; Specialized electrical services as identified in 9/26/22 letter addressed to Lodi.
0269	City of Lodi	10/18/22	\$281,460.00	Cooperative Response Center, Inc.; after-hours answering services for Lodi Electric and Lodi Public Works departments for three-year period.
0258 Amd.	Alameda Municipal Power	6/6/22 8/30/23	\$ 70,255.00	Norwood Creative Group, Inc. (f/k/a Dee's Design Box, LLC); Graphic design services including branding package development, document creation including newsletters, bill inserts, online ads, and information sheets through FY25.
0257	Truckee Donner PUD	7/1/22	\$ 60,000.00	iParametrics; Grant writing services.
0253	City of Palo Alto	7/26/22	\$ 29,250.00	D+R International; provide network access via Qmerit to EV vetted local contractors able to install EV chargers and conduct electric panel upgrades. Includes White Label Package with standard reporting. (No actual installation included in the services.)
0251	City of Santa Clara	5/3/22	\$ 42,720.00	Cameron-Cole LLC; perform verification services for Calendar years 2021-2023 CARB Greenhouse Gas emissions and Electric Power Entity reports for compliance with mandatory 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.
0237	City of Santa Clara	9/14/21	\$132,058.00	Central Coast Energy Services, Inc.; income eligibility and processing of applications for Financial Rate Assistance Program, both new and renewal for existing customers.

No.	Member Name	Date	Amount NTE	Vendor & Short Description
0236 Amd.	City of Santa Clara	3/1/22	\$426,328.00	CLEAResult; EV charging structure technical assistance, electrification education, and electrification assessment services. Amd. to extend term.
0230	City of Santa Clara	8/30/21	\$ 87,715.00	Frontier Energy, Inc.; Electrification and education services including Induction Cooking demonstration, online trainings, commercial food services site audits, and Guest Chef cooking classes.
0224 Amd. Amd.2	City of Healdsburg	7/1/21 5/16/23 12/31/23	\$ 9,394.00	HOT/SHOT Infrared Inspections Inc.; infrared inspections of one substation and overhead 12kv distribution system.
0186 Amd. Amd.2 Amd.3	Alameda Municipal Power	9/21/20 7/23/21 8/23/22 12/8/23	\$200,000.00	Flynn Resource Consultants, Inc.; services related to electric transmission issues, grid planning, load levels, regulatory matters, litigation support, through FY24.

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

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



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Commission Staff Report

AGENDA ITEM NO.: 5

Date: December 5, 2024
To: NCPA Commission
Subject: November 6, 2024 Facilities Committee Meeting Minutes

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



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Minutes

To: NCPA Facilities Committee
From: Cheryl Bolt
Subject: November 6, 2024 Facilities Committee Meeting Minutes

- 1. Call meeting to order & Roll Call** – Due to audio technical difficulties, the meeting was called to order by Committee Chair Shiva Swaminathan (Palo Alto) at 9:12 am. Attending via teleconference and on-line presentation were Midson Hay and Ben Rings (Alameda), Brad Wilkie (Lompoc), Jim Stack and Vicente Rios (Palo Alto), Liem Nguyen (Port of Oakland), Nick Rossow (Redding), Petra Wallace (Roseville), Paulo Apolinario (Santa Clara), and Pete Lorenz (TID non-voting Representative). Those attending in person are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Gridley, Healdsburg, Plumas-Sierra, Shasta Lake, TID, and Ukiah were absent. A quorum of the Committee was not established at the time of roll.
Due to a lack of a quorum at the time the meeting was called to order, Informational Agenda item No.12 was presented first. During the presentation of item 12, Committee Member Basil Wong (Santa Clara) joined the meeting at 9:21 am, thus establishing a quorum.

PUBLIC FORUM

No public comment.

OPEN SESSION

DISCUSSION / ACTION ITEMS

- 2. Approval of Minutes from the October 2, 2024, Facilities Committee meeting and the October 23, 2024, Special Facilities Committee meeting.**

Motion: A motion was made by Shiva Swaminathan and seconded by Brian Schinstock recommending approval of the minutes from the October 2, 2024, Facilities Committee meeting and the October 23, 2024, Special Facilities Committee meeting. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Redding, Roseville, and Santa Clara. The motion passed.

- 3. All NCPA Facilities, Members, SCPPA – Atlas Copco Compressors, LLC MTGSA** – The Plant Manager presented background information to support adding this new vendor to the

NCPA vendor pool to provide similar services when needed. NCPA has similar agreements in place with Cisco Air Systems, Dahl-Beck, Industrial Electric, Martech, and Sulzer Turbo. The Facilities Committee had no further questions on this item.

FISCAL IMPACT:

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

Motion: A motion was made by Basil Wong and seconded by Shiva Swaminathan recommending Commission approval of a five-year Multi-Task General Services Agreement with Atlas Copco Compressors, LLC for air compressor and motor maintenance related services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

4. **All NCPA Facilities, Members, SCPPA – Kinectrics AES, Inc. First Amendment to MTPSA –** Generation Services Staff presented background information and demonstrated the need to amend the existing agreement with Kinectrics AES, Inc. to expand the scope of work to include transmission and distribution field inspection, testing and training services and to increase the not to exceed amount for the remainder of this agreement. The Facilities Committee had no further questions or comments on this item.

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from \$1,000,000 to \$2,000,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

Motion: A motion was made by Brian Schinstock and seconded by Shiva Swaminathan recommending Commission approval of a First Amendment to the Multi-Task Professional Services Agreement with Kinectrics AES, Inc. for generator testing, assessment services, transmission and distribution field inspections, and testing and training services, with any non-substantial changes recommended and approved by the NCPA General Counsel, amending the Scope of Work and Exhibit B – Compensation Schedule and Hourly Fees and 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. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

5. **All NCPA Facilities, Members, SCPPA – RAM Mechanical Inc. MTGSA –** The Plant Manager presented background information on this current NCPA vendor and reported that the current agreement with Ram Mechanical is expiring. NCPA has similar agreements in place with The Boldt Company, Performance Mechanical, TCB Industrial, TNT Industrial, and Wagner Mechanical. The Facilities Committee had no further questions on this item.

FISCAL IMPACT:

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

Motion: A motion was made by Brad Wilke and seconded by Jiayo Chiang recommending Commission approval of a five-year Multi-Task General Services Agreement with RAM Mechanical, Inc. for general T&M maintenance services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

6. All NCPA Facilities, Members, SCPPA – RTS Reliability Testing Services, LLC MTCSA –

The Plant Manager presented background information on this current NCPA vendor and shared that RTS Reliability was the winning bidder for the CT facilities predictive maintenance services for the next five-year term. Staff emphasized that predictive maintenance testing is essential from time to time for the ongoing operations and maintenance of the facilities. Examples of these services include, but not limited to vibration testing, on/off-line motor analysis, infrared thermographic imaging, lubrication and transformer oil analysis. NCPA does not currently have agreements in place for similar services with any other vendors. The Facilities Committee had no further questions on this item.

FISCAL IMPACT:

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

Motion: A motion was made by Shiva Swaminathan and seconded by Brad Wilke recommending Commission approval of a five-year Multi-Task Consulting Services Agreement with RTS Reliability Testing Services, LLC for predictive maintenance related services, with a not to exceed amount of \$2,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

7. Settlements Summary Results for FY 2024 – NCPA's Treasurer - Controller presented background information and was seeking a recommendation for Commission approval of the FY 2024 Annual Billing Settlement for the period of July 1, 2023 through June 30, 2024. This year's Net Refund of Excess Collections due to participants at fiscal year-end was \$5.0 million or 1.0% of Collections (net of credits) through 6/30/24. The sources of these refunds were as follows: (1) Net Generation & Transmission operating costs of \$1.5 million; (2) Management Services costs of \$1.4 million; and (3) Pass-Through Costs and Interest and Other Income of \$2.1 million. Fuel, CAISO, energy, and ancillary services costs and revenues do not play a material role in the annual settlements process as those items are adjusted monthly in the Agency's All Resources Bill when the actual costs for these categories are invoiced by NCPA.

FISCAL IMPACT:

Upon approval by the Commission, the amount of \$5,029,666 will be distributed to members and participants. NCPA Member refund amounts will be deposited into their respective General Operating Reserve accounts. Non-members will receive miscellaneous billings in early December for amounts due to NCPA or payments for refunds in late December.

Motion: A motion was made by Jiayo Chiang and seconded by Bo Sheppard recommending Commission approval of the FY2024 Annual Billing Settlement for the period of July 1, 2023 through June 30, 2024. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

8. **Second Amendment to Resolution 23-13, Revised Deposit Calculation Requirements for Schedule Coordination Program Agreement (SCPA), Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Services Agreements** – NCPA's Treasurer – Controller provided background as to Northern California Power Agency's (NCPA) various Power Management services provided to its members pursuant to various program-based agreements that are signed by the participating member. These agreements provide for the obligation of the participating member to cover all costs and liabilities incurred through the program, thereby shielding other participating and non-participating members from the procurement costs and risks of the respective program. On February 23, 2023, the Commission authorized the revised deposit calculation requirements for the Programs and authorized the General Manager or his designee to temporarily implement the revised deposit calculations through calendar year 2023. Staff implemented the revised calculation methodologies in the month of February 2023. On November 30, 2023, the Commission authorized an extension of the temporarily revised deposit calculations through calendar year 2024. The extension of time will provide the continued benefit of the revised temporary calculation methodologies to participating Members until the agreements have been approved by their respective governing bodies and by NCPA's Commission.

FISCAL IMPACT:

Approval of the Second Amendment to Resolution 23-13 will not have a fiscal impact.

Motion: A motion was made by Shiva Swaminathan and seconded by Basil Wong recommending Commission approval authorizing of a Second Amendment to Resolution 23-13 extending the temporary implementation timeframe, allowing staff to continue working with the Members to vet and approve changes to the program agreement terms as soon as administratively possible, and to provide updates to the Facilities Committee no less than once per year. The temporary Schedule Coordination Program Agreements deposit calculation is based on the highest two months of estimated CAISO costs, and the temporary deposit calculation for the other Programs is based on the highest single-month contract cost(s) plus the two highest months of Mark-to-Market. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

9. **NCPA Preliminary Studies & Investigations (PS&I) Request – NCPA Battery Energy Storage System (BESS) Sites** – Generation Services Staff provided background information preceding today's meeting where on March 23, 2023, NCPA's Commission directed staff to establish a PS&I budget account to fund associated research and evaluation activities. On April 25, 2024, the NCPA Commission approved a Preliminary Studies and Investigations Procedure (GS-201), which detailed the process for utilizing funds from the PS&I budget account.
- NCPA identified multiple parcels for sale which could be favorable for potential future Battery Energy Storage System (BESS) projects. These parcels are favorable due to the proximity of NCPA's assets. NCPA recommends a high level (level 5) fatal flaw analysis, electrical, environmental, regulatory, and permitting review, which is estimated not to exceed \$200,000. Funding allocation was presented to the Facilities Committee suggesting that half of the funding allocation expenses would be spread evenly amongst all members, while the remaining half would be apportioned based on the JPA's allocation table in the current fiscal year.
 - As required per the PS&I Procedure (GS-201), NCPA is seeking a recommendation from the Commission for approval to complete a preliminary investigation of the potential sites using funds from the PS&I budget account.

FISCAL IMPACT:

The total cost of the above proposed preliminary investigation is anticipated not to exceed \$200,000, to be funded from the PS&I budget account. The PS&I Procedure (GS-201) requires that NCPA seek Commission approval to utilize funds from this budget account. The PS&I fund account has a current balance of \$300,000.

Motion: A motion was made by Shiva Swaminathan and seconded by Bo Sheppard recommending Commission approval of a Preliminary Studies & Investigations (PS&I) request to look into possible sites for a future Battery Energy Storage System (BESS) project, and authorizing the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the request, in accordance with NCPA's purchasing policies and procedures, without further approval by the Commission, for an amount not to exceed \$200,000, and authorizing the funds to come from the PS&I Budget Account. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

- 10. NCPA Hydroelectric Facility – McKays 17Kv Wildfire Mitigation Project** – The Hydro Plant Manager presented background information on the North Fork Stanislaus Hydroelectric Project (FERC Project No. 2409), which NCPA constructed in the late 1980's. One of the project features is the McKay's Point Diversion Dam 17kv Distribution line that powers McKays and Beaver Creek Diversion systems. This 17kv distribution line is located within the CPUC's Tier 3 boundary, which indicates an extreme fire risk from overhead power lines. The overhead section is 30 years old and constructed with wooden poles and bare wire conductors. The easement is located on private land and is 30ft wide (15ft either side of centerline). Replacing the wooden poles with steel poles and replacing the bare conductors with covered conductors reduces the risk of a fire. The NCPA Wildfire Mitigation Project identified the 17Kv overhead section as vulnerable to high wildfire risk. Originally bids for the Fire Hardening Project were due November 15, 2024, but due to the limited work area and environmental exclusion zones, helicopter support was needed and deadlines for bids are due December 2, 2024. Sitework is planned to be completed by June 2025. The Facilities Committee Members had no further questions on this item.

FISCAL IMPACT:

The total cost for engineering, design, maintenance services and permits for the Project is anticipated not to exceed \$730,000. Funds for the Project were included in the approved FY25 Hydroelectric budget.

Motion: A motion was made by Shiva Swaminathan and seconded by Brad Wilke recommending Commission approval of the McKay's Point Diversion Dam 17Kv Distribution Fire Hardening Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$730,000, and authorizing \$730,000 from the approved FY25 Hydroelectric Budget to fund the project. A DOE 247 Award No. 3088-1586 grant funding award has been issued and if any collections are received, funds will be refunded during the final settlements for the fiscal year they were received. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Port of Oakland, Roseville, and Santa Clara. ABSTAIN = Redding. The motion passed.

- 11. Appointment of 2025 Facilities Committee Chair and Vice Chair** – A discussion amongst the Facilities Committee Members resulted in the appointment of the 2024 Vice Chair Nick Rossow as the new Facilities Committee 2025 Chair and Brian Schinstock was elected as the new Vice Chair for 2025.

Motion: A motion was made by Brad Wilke and seconded by Basil Wong recommending the approval of the appointment of the 2024 Vice Chair, Nick Rossow, as the 2025 Committee Chair, and approval of Brian Schinstock as the new Committee Vice Chair for 2025. The motion carried by a majority of those Committee Members present on a roll call vote as follows: YES = Alameda, Biggs, Lodi, Lompoc, Palo Alto, Port of Oakland, Redding, Roseville, and Santa Clara. The motion passed.

INFORMATIONAL ITEMS

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

- Las Camas
 - 200 MW Solar + 100 MW BESS
 - **Status:** NCPA is currently working with the Seller to develop a Letter of Intent (LOI) to engage in prospective PPA negotiations
- Maestro
 - 200 MW Solar + 200 MW BESS
 - **Status:** NCPA is currently working with the Seller to develop a Letter of Intent (LOI) to engage in prospective PPA negotiations
- Trolley
 - 300 MW BESS
 - **Status:** NCPA is actively working on a draft PPA
- Wildcat
 - 100 MW PV (with up to 100 MW BESS option)
 - **Status:** NCPA is currently working with the Seller to develop a Letter of Intent (LOI) to engage in prospective PPA negotiations

13. NCPA Disaster Recovery Center Update – The Facilities Manager presented an update on the Disaster Recovery Center. Sacramento Metro Fire Permit approvals were received on October 25, 2024. The Sacramento Building Department comments have all been cleared, yet still working with Sacramento County Planning Department on the design review of the generator enclosure. Lionakis continues to work with the Planning Department in addressing the comments.

Project Status

- Weekly Project meetings with DPR, Lionakis, and NCPA began on October 29, 2024.
- NCPA will issue the official authorization to proceed pending the permit issuance
 - DPR is prepared to mobilize within 10 days of official authorization
- DPR Construction has engaged with subs and critical equipment procurement
 - Generator lead time is 32 weeks
 - UPS and battery cabinet lead time is 15 weeks
 - NCPA is identifying generator rental companies to rent a temporary generator if needed for occupancy
 - Generator completion may be slightly delayed due to supply chain issue
- Sunrise DRC Data and Communications
 - NCPA has placed orders with AT&T, Comcast, and Consolidated Communications (CCI) for fiber services, with CCI being the primary carrier and Comcast the backup carrier
- Dispatch console furniture
 - NCPA received four bids and bid packages have been reviewed. Bids were within anticipated budget and staff anticipate selecting a vendor by the end of November
- Construction timeline October 14, 2024 – March 31, 2025

- Contract time is ~169 consecutive calendar days from the start date
- Change orders could push the expected completion date
- Begin decommissioning efforts in February/March 2025
 - Minimize DRC disruption of services during the transfer and validation, estimated to be five (5) business days

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

CTs – CT1 had 13 Ghost starts and 20 actual of 0 forecasted. FYTD total is 121 starts. CT2 had 0 starts of 0 forecasted. FYTD total is 41 starts.

- **Outages**

- **CT1 Lodi** – October 1, 2024 @ 0001 thru October 2, 2024 @ 1413, Unit was forced out due Allen Bradley Flex 5000 I/O control modules operate our BOP (gas comp, water plant) and communicates with our Micronet turbine controller. Narrowed the communication issue to the battery charger; isolated those outputs and comms were restored. Unit made the scheduled run on October 2, 2024 and has been available. OMS 16279827.
- **CT1 Alameda U1/U2** – On October 3, 2024 @ 1600, Alameda units missed their start as per loading orders (RUC Award), units started late due to CT2 operational issues. Units started and encountered voltage issues during synchronization. Units had to be stopped/re-started to reset AVR. OMS entered from 1615-1637. OMS # 16601174 & 16691180.
- **CT2 STIG** –
 - On October 3, 2024 @ 1428 thru 1602, Unit tripped offline due to HP FWD Power Turbine (HPT) vibrations high at 17MW's. Unit was locked out and inspected scavenge pump oil return strainers and found no metals. Unit was restored and returned to service. OMS 16690275.
 - On October 8, 2024 @ 1532 thru 1748, Unit tripped offline due to HP FWD Power Turbine (HPT) vibrations high at 16MW's. Unit was locked out and inspected scavenge pump oil return strainers and found no metals. Unit was restored and returned to service.
 - On October 9, 2024 @ 1604 thru 1722, Unit tripped offline due to HP FWD Power Turbine (HPT) vibrations high at 25MW's. Unit was locked out and inspected scavenge pump oil return strainers and found no metals. Unit was restored and returned to service.
 - On October 9, 2024 @ 1805 thru November 4, 2024 @ 2359, Unit tripped offline and forced out due to HP FWD Power Turbine (HPT) vibrations high at 16MW's. Unit was locked out and inspected scavenge pump oil return strainers and found no metals. Unit was restored and returned to service. OMS # 16726933.

** Unit is no longer operational, forced outage has been extended thru December 31, 2024 @ 2359.

- **CT1 Lodi Run Hours**
 - YTD hours **128.68 of 200** Allowed (based on calendar year)
- **CT1 Alameda Diesel Hours**

- U1= 6.78 hrs. of 42 (in any consecutive 12-month period)
- U2= 4.19 hrs. of 42 (in any consecutive 12-month period)
- **Planned Outages**
 - CT1 Alameda U1/U2- January 1st - 31st, 2025
 - CT2 - April 1st - 30th, 2025
 - CT1 Lodi – May 1st - 31, 2025
- **Safety**
 - No issues to report
- **Environmental**
 - No issues to report
 - California Accidental Release Prevention (CalARP) inspection- Submitted all requested docs on October 17, 2024 for 3-year inspection review.
- Staff reviewed the CAISO Commitment Runs for October 2024.

Geo – The average net generation for the month of October was 79.2 MW. The total net generation was 58.9 GWh. CY 2024 net generation goal = 640.8 GWh. CY forecast net generation = 511.4.2 GWhrs YTD. The CY actual net generation = 506.9 GWhrs at 1% below the forecast. Plant 1 Unit 2 start up went well, turbine critical speed was all normal. All of the production wells are in service and the Steamfield flow is settling out now that all three Units are online. The Plant 1, Unit 2 Turbine Overhaul project is now complete.

- **Key Projects Updates**
 - **Plant 2 Winter Preparation** – Modifications and cleaning were done on the V-Ditches to improve drainage. Added rock to prevent silt runoff into the Plant 2 Cooling tower causing condenser fouling
 - **Plant 1 - U1 Cooling Tower Project** - 100% complete
 - **Plant 2 – U4 Cooling Tower Project** – The stairs have been rebuilt. Will be installing new fan walkways, hubs, and blades will be installed in the next few weeks
 - **Socrates Mine Road Slide Work** – The roads have been in disrepair since 2015. Lake County had FEMA grants to repair the road. Two critical slide areas were repaired, and the entire road was re-striped. Project is now 100% complete.
 - **Plant 2 – Fire System Alarm Annunciators** –Started on **Oct 14** – In Progress – 25%
 - **Plant 2 – Cooling Tower Fans & Stairs** – FY 2024/2025 – In Progress – 50%
 - **SEGEF Air Compressors** – Parts will arrive in Jan. – Ongoing
 - **Plant 2 – Underground Storage Tank** – FY 2025 – Working with Eng. firm for bid package.
 - **Plant 2 – MCC 480V Project** – Install in 2025 – Construction Bid Package due by 11/15/2024
 - **Plant 1 & 2 Spring 2025 Outages** – Working on plan – Will bring to Jan. Commission

Other Work-

- WAPA 230KV, 21KV scope for 2025 outages in progress
- Plant performance testing and monitoring for GEO for all 3 Units
- A Drilling Program and Geothermex Modeling are ongoing - 2025, 2026, 2027

Hydro – During the month of October, Collierville (CV) Power House was at 59% availability due to annual normal October outage. New Spicer Meadows (NMS) Powerhouse was at 100% availability.

- **New Spicer Meadows Reservoir Storage**

- 19,001 acre feet (af) decrease (14%) month-over-month
- 140,089 af to 121,088 af
- 64% capacity

Current Events

- NSM Water tank recoating project is 100% complete
- CV Intake dive cleaning found relatively minimal debris accumulation this year
- Quinquennial tunnel inspections noted that the facilities were in good condition with minor maintenance items noted
- CV tailrace debris removal and landslide repair completed – Removed Tailrace channel flow restrictions and stabilized Tailrace slopes and roadway foundation
- CV U1 Runners (3 in total) – runner inspection revealed additional cracking. Two Runners put OOS. Power Engineering performing root cause analysis and developing a repair plan. Hydro staff and contractors working to finalize repairs
- McKays sediment transfer meeting scheduled for mid-November with landowner to review draft agreement. Making progress on a plan for sediment placement on private lands.

15. Planning and Operations Update – Staff provided a verbal update on the BART Meter Data Management Agent Services Agreement between NCPA and Trimark Associates, Inc., to supply MDMA services to San Francisco Bay Area Rapid Transit District (BART). The agreement is expiring in December and will be seeking a recommendation for approval in the next Facilities Committee Meeting on December 4, 2024, and seeking approval at the Commission meeting scheduled on December 5, 2024 for a new two (2) year agreement with Trimark Associates, Inc.

ADJOURNMENT

The meeting was adjourned at 12:30 pm by the Committee Chair.

**Northern California Power Agency
November 6, 2024 Facilities Committee Meeting
Attendance List**

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

<u>MEMBER</u>	<u>NAME</u>
ALAMEDA	
BART	
BIGGS	<i>Bob Sheppard</i>
GRIDLEY	
HEALDSBURG	
LODI	<i>Guayo Chiang</i>
LOMPOC	
PALO ALTO	
PLUMAS-SIERRA REC	
PORT OF OAKLAND	
REDDING	
ROSEVILLE	<i>B. S. Clark</i>
SANTA CLARA	
SHASTA LAKE	
TID	
UKIAH	

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

[illegible]



10

Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: October 31, 2024 Financial Report (unaudited)

AGENDA CATEGORY: Consent

FROM:	Sondra Ainsworth <i>SA</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>		
<hr/>		
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RECOMMENDATION:

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

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the December 5, 2024 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 October 31, 2024 financial reports are also included.

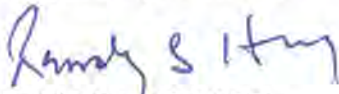
FISCAL IMPACT:

This report has no direct budget impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- October 31, 2024 Financial Report

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

**Schedule of Disbursements
(Unaudited)**

For the Month of October 2024

Operations:

Geothermal	\$	1,627,937
Hydroelectric		2,065,253
CT#1 Combustion Turbines		91,914
CT#2 STIG		119,824
Lodi Energy Center		3,637,686
NCPA Operating		<u>32,828,470</u>
Total	\$	<u>40,371,084</u>

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

PERCENT OF YEAR ELAPSED 33%
--

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
<u>GENERATION RESOURCES</u>					
<u>NCPA Plants</u>					
Hydroelectric					
Other Plant Cost	\$ 3,015,698	\$ 12,090,352	\$ 40,231,090	30%	
Debt Service (Net)	1,534,669	6,138,676	18,416,028	33%	
Annual Budget Cost	4,550,367	18,229,028	58,647,118	31%	
Geothermal					
Other Plant Cost	3,278,709	15,808,582	47,043,119	34%	
Debt Service (Net)	-	-	-	N/A	
Annual Budget Cost	3,278,709	15,808,582	47,043,119	34%	
Combustion Turbine No. 1					
Fuel	29,842	345,951	718,046	48%	(a)
Other Plant Cost	487,507	1,774,444	4,733,429	37%	(b)
Annual Budget Cost	517,349	2,120,395	5,451,475	39%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	55,848	244,202	1,180,587	21%	
Other Plant Cost	433,172	1,680,447	5,093,732	33%	
Debt Service (Net)	-	421,313	421,313	100%	(c)
Annual Budget Cost	489,020	2,345,962	6,695,632	35%	
Lodi Energy Center					
Fuel	4,280,944	10,194,026	77,589,905	13%	
Other Plant Cost	2,873,397	11,586,295	54,644,498	21%	
Debt Service (Net)	2,168,156	8,672,623	26,017,868	33%	
Annual Budget Cost	9,322,497	30,452,944	158,252,271	19%	
Member Resources - Energy	6,386,921	29,525,698	53,765,565	55%	(d)
Member Resources - Energy (Customer)	12,118	12,465	-	N/A	
Member Resources - Natural Gas	746,151	2,704,258	5,432,402	50%	(e)
Western Resources	1,085,940	5,515,448	23,246,095	24%	
Market Power Purchases	2,656,016	12,345,499	48,565,629	25%	
Load Costs - CAISO	35,179,118	125,967,898	545,184,045	23%	
Load Costs - CAISO (Customer)	105,399	5,215,989	-	N/A	
Net GHG Obligations	-	604,800	2,108,011	29%	
	64,329,605	250,848,966	954,391,362	26%	
<u>TRANSMISSION</u>					
<u>Independent System Operator</u>					
Grid Management Charge	237,451	953,745	2,572,012	37%	(f)
Wheeling Access Charge	12,220,958	48,350,207	155,004,333	31%	
Ancillary Services	284,932	1,589,191	4,577,450	35%	
Other ISO Charges/(Credits)	1,515,442	1,360,560	2,549,026	53%	(g)
	14,258,783	52,253,703	164,702,821		
Independent System Operator (Customer)	(831,842)	(1,077,620)	-		
	13,426,941	51,176,083	164,702,821	31%	

Management Services continued on next page

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

PERCENT OF YEAR ELAPSED 33%
--

	This Month	Actual Year To-Date	FY 2025 Budget	% Used	
<u>MANAGEMENT SERVICES</u>					
<u>Legislative & Regulatory</u>					
Legislative Representation	189,889	720,525	2,361,093	31%	
Regulatory Representation	59,553	199,565	828,799	24%	
Western Representation	36,683	140,902	599,235	24%	
Customer Programs	39,324	149,550	866,457	22%	
Judicial Action	69,947	284,844	1,240,000	23%	
<u>Power Management</u>					
System Control & Load Dispatch	891,579	3,547,613	11,749,989	30%	
Forecasting, Planning, Prescheduling & Trading	241,065	923,102	3,242,955	28%	
Industry Restructuring & Regulatory Affairs	26,036	108,453	427,756	25%	
Contract Admin, Interconnection Svcs & External Affairs	100,610	413,962	1,304,749	32%	
Gas Purchase Program	4,620	18,839	86,207	22%	
Market Purchase Project	7,379	27,859	124,392	22%	
<u>Energy Risk Management</u>					
Settlements	11,607	53,406	175,918	30%	
Integrated Systems Support	66,609	284,813	1,217,204	23%	
Participant Pass Through Costs	40,076	168,758	704,665	24%	
Support Services	161,424	321,271	1,967,542	16%	
	60,954	758,744	147,285	N/A	
	2,007,355	8,122,306	26,844,246	30%	
<u>TOTAL ANNUAL BUDGET COST</u>					
	79,763,901	310,147,355	1,145,938,429	27%	
<u>LESS: THIRD PARTY REVENUE</u>					
Plant ISO Energy Sales	13,775,281	43,162,198	217,597,296	20%	
Member Resource ISO Energy Sales	3,241,468	18,922,807	44,226,716	43%	(h)
Member Owned Generation ISO Energy Sales	14,002,753	44,952,725	156,157,708	29%	
Revenue from Customers	(1,272,099)	(3,709,658)	-	N/A	
Customer Owned Generation ISO Energy Sales	67,587	67,734	1,469,256	5%	
NCPA Contracts ISO Energy Sales	1,531,559	5,662,968	50,551,647	11%	
Western Resource Energy Sales	2,291,356	12,636,701	41,304,601	31%	
Load Energy Sales	209,028	3,072,453	-	N/A	
Ancillary Services Sales	311,597	1,357,477	5,817,168	20%	
Transmission Sales	9,198	36,792	110,376	33%	
PM Service Revenue	240,092	956,589	2,885,924	33%	
Western Credits, Interest and Other Income	4,601,396	29,911,041	58,618,398	51%	(i)
	39,009,216	157,029,827	579,739,090	27%	
<u>NET ANNUAL BUDGET COST TO PARTICIPANTS</u>					
	\$ 40,754,685	\$ 153,117,528	\$ 566,199,339	27%	

- (a) Increase due to higher than budgeted fuel purchases and transportation charges through October.
- (b) Increase due to higher than budgeted CAISO Charges.
- (c) Final debt payment for CT2 on August 1st.
- (d) Increase due to unbudgeted member resource purchases.
- (e) Members entered into additional gas contracts resulting in higher net costs due to larger spread.
- (f) Increase due to higher than budgeted resource contracts resulting in higher GMC charges.
- (g) Increased costs due to unbudgeted imbalance energy costs and congestion costs.
- (h) Increase due to higher than budgeted member owned generation sales to CAISO.
- (i) Increase due to increased NCPA and member contract sales and higher than budgeted interest income.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	October	
	2024	2023
	(in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 67,694	\$ 74,095
Investments	37,227	32,030
Accounts receivable		
Participants	20	2,884
Other	2,361	3,282
Interest receivable	967	772
Inventory and supplies	6,955	6,513
Prepaid expenses	906	1,716
TOTAL CURRENT ASSETS	116,130	121,292
RESTRICTED ASSETS		
Cash and cash equivalents	79,169	64,662
Investments	175,815	178,702
Interest receivable	68	101
TOTAL RESTRICTED ASSETS	255,052	243,465
ELECTRIC PLANT		
Electric plant in service	1,605,392	1,603,318
Less: accumulated depreciation & amortization	(1,167,972)	(1,128,963)
	437,420	474,355
Construction work-in-progress	1,749	1,580
TOTAL ELECTRIC PLANT	439,169	475,935
OTHER ASSETS		
Regulatory assets	138,603	155,330
Investment in associated company	265	265
TOTAL ASSETS	949,219	996,287
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	116	607
Pension and OPEB deferrals	29,466	25,345
Asset retirement obligations	63,455	62,417
TOTAL DEFERRED OUTFLOWS OF RESOURCES	93,037	88,369
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 1,042,256	\$ 1,084,656

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	October	
	2024	2023
	(in thousands)	
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 34,450	\$ 43,994
Member advances	1,312	4,093
Operating reserves	33,296	26,577
Current portion of long-term debt	33,082	55,778
Accrued interest payable	6,993	7,596
TOTAL CURRENT LIABILITIES	109,133	138,038
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	62,715	56,556
Operating reserves and other deposits	179,253	163,656
Asset retirement obligations	75,511	72,653
Long-term debt, net	462,199	498,002
TOTAL NON-CURRENT LIABILITIES	779,678	790,867
TOTAL LIABILITIES	888,811	928,905
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	90,812	91,459
Pension and OPEB deferrals	1,668	2,112
TOTAL DEFERRED INFLOWS OF RESOURCES	92,480	93,571
NET POSITION		
Net investment in capital assets	(42,743)	(61,360)
Restricted	10,525	16,929
Unrestricted	93,183	106,611
TOTAL NET POSITION	60,965	62,180
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 1,042,256	\$ 1,084,656

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

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

UNAUDITED

	For the Four Months Ended October,	
	2024	2023
	(in thousands)	
OPERATING REVENUES		
Participants	\$ 171,140	\$ 189,130
Other Third-Party	67,448	97,256
TOTAL OPERATING REVENUES	238,588	286,386
OPERATING EXPENSES		
Purchased power	93,114	117,759
Operations	32,858	40,282
Transmission	54,986	63,662
Depreciation & amortization	12,125	10,272
Maintenance	17,692	10,232
Administrative and general	9,235	7,539
TOTAL OPERATING EXPENSES	220,010	249,746
NET OPERATING REVENUES	18,578	36,640
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(5,213)	(6,249)
Interest income	13,343	17,796
Other	2,651	3,058
TOTAL NON OPERATING EXPENSES	10,781	14,605
FUTURE RECOVERABLE AMOUNTS	60	(8,593)
REFUNDS TO PARTICIPANTS	(5,566)	(6,827)
INCREASE (DECREASE) IN NET POSITION	23,853	35,825
NET POSITION, Beginning of year	37,112	26,355
NET POSITION, Period ended	\$ 60,965	\$ 62,180

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

	September 30, 2024									
	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission No. One	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
ASSETS										
CURRENT ASSETS										
Cash and cash equivalents	\$ -	\$ -	\$ -	\$ -	\$ 135	\$ -	\$ -	\$ 1,732	\$ 65,825	\$ 67,694
Investments	-	-	-	-	-	-	-	-	37,227	37,227
Accounts receivable	-	-	-	-	-	-	-	-	-	-
Participants	-	-	-	-	-	-	-	-	20	20
Other	-	-	-	-	-	-	1,754	-	607	2,361
Interest receivable	143	172	-	-	39	-	93	-	520	967
Inventory and supplies	1,809	1,319	330	491	3,006	-	-	-	-	6,955
Prepaid expenses	67	79	-	7	152	-	95	(62)	568	906
Due from Agency and other programs*	21,582	4,139	3,536	4,299	26,640	-	24,341	6,596	(91,133)	-
TOTAL CURRENT ASSETS	23,601	5,709	3,867	4,798	29,972	-	26,283	8,266	13,634	116,130
RESTRICTED ASSETS										
Cash and cash equivalents	2,341	13,926	772	-	9,318	-	21,155	-	31,657	79,169
Investments	31,059	35,509	-	-	30,233	-	20,703	-	58,311	175,815
Interest receivable	-	-	-	-	68	-	-	-	-	68
TOTAL RESTRICTED ASSETS	33,400	49,435	772	-	39,619	-	41,858	-	89,968	255,052
ELECTRIC PLANT										
Electric plant in service	580,144	395,746	65,473	38,985	447,698	7,736	61,427	1,178	7,005	1,605,392
Less: accumulated depreciation & amortization	(558,529)	(322,245)	(64,448)	(36,060)	(158,470)	(7,736)	(14,303)	(983)	(5,198)	(1,167,972)
	21,615	73,501	1,025	2,925	289,228	-	47,124	195	1,807	437,420
Construction work-in-progress	-	-	-	-	-	-	-	-	1,749	1,749
TOTAL ELECTRIC PLANT	21,615	73,501	1,025	2,925	289,228	-	47,124	195	3,556	439,169
OTHER ASSETS										
Regulatory assets	-	71,760	-	-	27,668	-	-	-	39,175	138,603
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	78,616	200,405	5,664	7,723	386,487	-	115,265	8,461	146,598	949,219
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	-	-	-	-	116	-	-	-	-	116
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	29,466	29,466
Asset retirement obligations	63,064	-	183	-	208	-	-	-	-	63,455
TOTAL DEFERRED OUTFLOWS OF RESOURCES	63,064	-	183	-	324	-	-	-	29,466	93,037
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 141,680	\$ 200,405	\$ 5,847	\$ 7,723	\$ 386,811	\$ -	\$ 115,265	\$ 8,461	\$ 176,064	\$ 1,042,256

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

	September 30, 2024									
	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
LIABILITIES										
CURRENT LIABILITIES										
Accounts payable and accrued expenses	\$ 745	\$ 246	\$ -	\$ 1	\$ 4,059	\$ -	\$ 21,986	\$ -	\$ 7,413	\$ 34,450
Member advances	791	-	-	-	-	-	-	521	-	1,312
Operating reserves	5,333	250	617	4,294	22,802	-	-	-	-	33,296
Current portion of long-term debt	-	12,435	10	-	14,656	-	5,915	-	66	33,082
Accrued interest payable	-	1,994	(33)	-	5,032	-	-	-	-	6,993
TOTAL CURRENT LIABILITIES	6,869	14,925	594	4,295	46,549	-	27,901	521	7,479	109,133
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	62,715	62,715
Operating reserves and other deposits	1,500	41,380	767	-	133	-	42,374	2,359	90,740	179,253
Asset retirement obligations	75,119	-	183	-	209	-	-	-	-	75,511
Long-term debt, net	-	133,317	553	-	287,053	-	41,209	-	67	462,199
TOTAL NON-CURRENT LIABILITIES	76,619	174,697	1,503	-	287,395	-	83,583	2,359	153,522	779,678
TOTAL LIABILITIES	83,488	189,622	2,097	4,295	333,944	-	111,484	2,880	161,001	888,811
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	38,404	6,427	2,470	3,059	36,556	-	-	172	3,724	90,812
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	1,668	1,668
TOTAL DEFERRED INFLOWS OF RESOURCES	38,404	6,427	2,470	3,059	36,556	-	-	172	5,392	92,480
NET POSITION										
Net investment in capital assets	21,616	(71,438)	708	2,925	(170)	-	-	195	3,421	(42,743)
Restricted	-	4,186	805	-	5,956	-	(422)	-	-	10,525
Unrestricted	(1,828)	71,608	(233)	(2,556)	10,525	-	4,203	5,214	6,250	93,183
TOTAL NET POSITION	19,788	4,356	1,280	369	16,311	-	3,781	5,409	9,671	60,965
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 141,680	\$ 200,405	\$ 5,847	\$ 7,723	\$ 386,811	\$ -	\$ 115,265	\$ 8,461	\$ 176,064	\$ 1,042,256

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 Three Months Ended September 30, 2024											
	GENERATING & TRANSMISSION RESOURCES						Purchased Power & Transmission	Associated Member Services	Other Agency	Combined	
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission					
OPERATING REVENUES											
Participants	\$ 8,158	\$ 10,595	\$ 1,836	\$ 1,419	\$ 21,266	\$ -	\$ 117,534	\$ 9,294	\$ 1,038	\$ 171,140	
Other Third-Party	12,724	9,574	1,150	1,625	20,704	-	20,477	1,196	-	67,448	
TOTAL OPERATING REVENUES	20,882	20,169	2,986	3,042	41,970	-	138,011	10,490	1,038	238,588	
OPERATING EXPENSES											
Purchased power	253	1,022	211	326	1,284	-	90,018	-	-	93,114	
Operations	6,951	1,542	1,303	642	15,773	-	2,634	4,013	-	32,858	
Transmission	80	121	2	63	155	-	54,563	2	-	54,986	
Depreciation & amortization	1,120	3,218	2,801	120	4,720	-	-	55	91	12,125	
Maintenance	7,326	7,498	152	658	1,954	-	-	104	-	17,692	
Administrative and general	2,743	1,926	204	386	2,704	-	-	3,844	(2,572)	9,235	
Intercompany (sales) purchases, net*	(385)	155	30	39	167	-	-	(6)	-	-	
TOTAL OPERATING EXPENSES	18,088	15,482	4,703	2,234	26,757	-	147,215	8,012	(2,481)	220,010	
NET OPERATING REVENUES	2,794	4,687	(1,717)	808	15,213	-	(9,204)	2,478	3,519	18,578	
NON OPERATING (EXPENSES) REVENUES											
Interest expense	(23)	(1,299)	143	-	(4,034)	-	-	-	-	(5,213)	
Interest income	3,158	1,384	67	46	1,522	-	2,086	100	5,060	13,343	
Other	629	516	-	-	1,255	-	(72)	17	306	2,651	
TOTAL NON OPERATING (EXPENSES) REVENUES	3,764	601	210	46	(1,257)	-	1,934	117	5,366	10,781	
FUTURE RECOVERABLE AMOUNTS	519	(2,161)	2,217	-	(515)	-	-	-	-	60	
REFUNDS TO PARTICIPANTS	-	-	-	-	-	-	(1,311)	(916)	(3,339)	(5,566)	
INCREASE (DECREASE) IN NET POSITION	7,077	3,127	710	854	13,441	-	(8,581)	1,679	5,546	23,853	
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	\$ 19,788	\$ 4,356	\$ 1,280	\$ 369	\$ 16,311	\$ -	\$ 3,781	\$ 5,409	\$ 9,671	\$ 60,965	

* Eliminated in Combination

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

<u>Status</u>	<u>Participant / Customer</u>	<u>Description</u>	<u>Amount</u>
CURRENT			\$ 2,186,765
PAST DUE:			
1 - 30	Golden Fields Solar III LLC	Aug 2024 CAISO Settlement	188,148 *
	JP Morgan	Annual Conference Sponsorship	3,000
31 - 60	Guidehouse	Annual Conference Reg.	3,000
61 - 90			
91 - 120			
Over 120 Days			
PARTICIPANT and OTHER RECEIVABLES (net)			<u>\$ 2,380,913</u>

* Denotes items paid/applied after October 31, 2024.

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

**Schedule of Disbursements
(Unaudited)**

For the Month of October 2024

Operations:

Geothermal	\$ 1,627,937
Hydroelectric	2,065,253
CT#1 Combustion Turbines	91,914
CT#2 STIG	119,824
Lodi Energy Center	3,637,686
NCPA Operating	<u>32,828,470</u>
Total	<u>\$ 40,371,084</u>



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Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

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

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"/>
<i>If other, please specify</i>			
<hr/>			
<hr/>			

RECOMMENDATION:

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

BACKGROUND:

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

Cash – At month end cash totaled \$962,659 of which approximately \$1,604 was applicable to Debt Service and \$961,055 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 \$353,694,712 at month end. The current market value of the portfolio totaled \$347,206,120.

The overall portfolio had a combined weighted average interest rate of 3.570% with a bond equivalent yield (yield to maturity) of 3.620%. Investments with a maturity greater than one year totaled \$155,244,000. October maturities totaled \$20,377,053 and monthly receipts totaled \$66 million. During the month \$35 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 3 basis points from 4.69% to 4.72% and rates on one-year T-Bills increased 35 basis points from 3.91% to 4.26%.

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

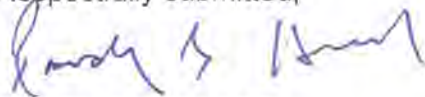
FISCAL IMPACT:

This report has no direct budget impact to NCPA.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachment: Treasurer's Report October 31, 2024

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

OCTOBER 31, 2024

TABLE OF CONTENTS

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CASH & INVESTMENT BALANCE	1
CASH ACTIVITY SUMMARY	2
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LIQUIDITY AND INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

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

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	\$ 946,826	\$ 140,079,274	\$ 141,026,100	39.75%
Special Deposits	14,229	491,437	505,666	0.14%
Debt Service	1,604	17,097,958	17,099,562	4.82%
Special & Reserve	-	196,026,043	196,026,043	55.27%
	<u>\$ 962,659</u>	<u>\$ 353,694,712</u>	<u>\$ 354,657,371</u>	<u>100.00%</u>

Portfolio Investments at Market Value

\$ 347,206,120

NOTE A - Investment amounts shown at book carrying value.

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

	RECEIPTS			EXPENDITURES			CASH INCREASE / (DECREASE)
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	
NCPA FUNDS							
Operating	\$ 56,973,643	\$ 339,868	\$ 6,402,370	\$ (28,079,158)	\$ (6,626,459)	\$ (28,910,116)	\$ 100,148
Special Deposits	1,552,128	2,086	-	(16,582,933)	(2,086)	15,032,691	1,886
Debt Service	-	1	969	-	(3,701,770)	3,700,594	(206)
Special & Reserve	7,600,000	498,249	13,973,714	(7,600,000)	(24,648,793)	10,176,831	1
	<u>\$ 66,125,771</u>	<u>\$ 840,204</u>	<u>\$ 20,377,053</u>	<u>\$ (52,262,091)</u>	<u>\$ (34,979,108)</u>	<u>\$ -</u>	<u>\$ 101,829</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
October 31, 2024**

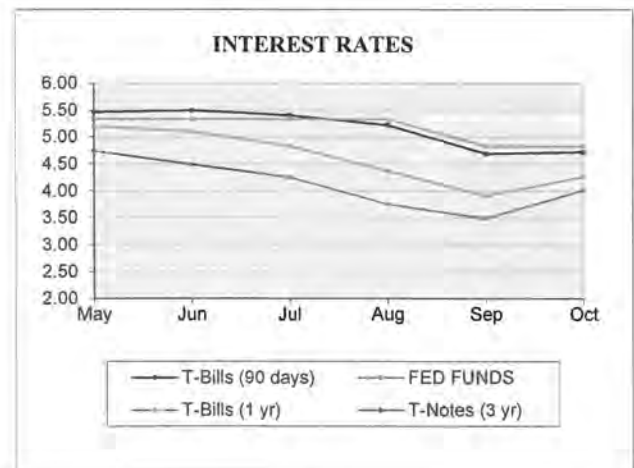
	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INCREASE / (DECREASE)
NCPA FUNDS						
Operating	\$ 6,626,459	\$ (6,402,370)	\$ 438	\$ -	\$ -	\$ 224,527
Special Deposits	2,086	-	-	-	-	2,086
Debt Service	3,701,770	(969)	57,649	-	-	3,758,450
Special & Reserve	24,648,793	(13,973,714)	39,254	(285)	-	10,714,048
	<u>\$ 34,979,108</u>	<u>\$ (20,377,053)</u>	<u>\$ 97,341</u>	<u>\$ (285)</u>	<u>\$ -</u>	<u>\$ 14,699,111</u>
Less Non- Cash Activity						
Disc/(Prem) Amortization & Gain/(Loss) on Sale						<u>(97,056)</u>
Net Change in Investment --Before Non-Cash Activity						<u>\$ 14,602,055</u>

NOTE A -Investment amounts shown at book carrying value.

**Northern California Power Agency
Interest Rate/Yield Analysis
October 31, 2024**

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	3.570%	3.620%
OPERATING FUNDS:	3.679%	3.730%
PROJECTS:		
Geothermal	2.293%	2.426%
Capital Facilities	5.430%	5.430%
Hydroelectric	3.710%	3.965%
Lodi Energy Center	3.449%	3.478%

KEY INTEREST RATES		
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	4.83%	5.33%
T-Bills (90da.)	4.72%	5.59%
Agency Disc (90da.)	4.57%	5.40%
T-Bills (1yr.)	4.26%	5.41%
Agency Disc (1yr.)	4.09%	5.27%
T-Notes (3yr.)	4.01%	4.90%



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

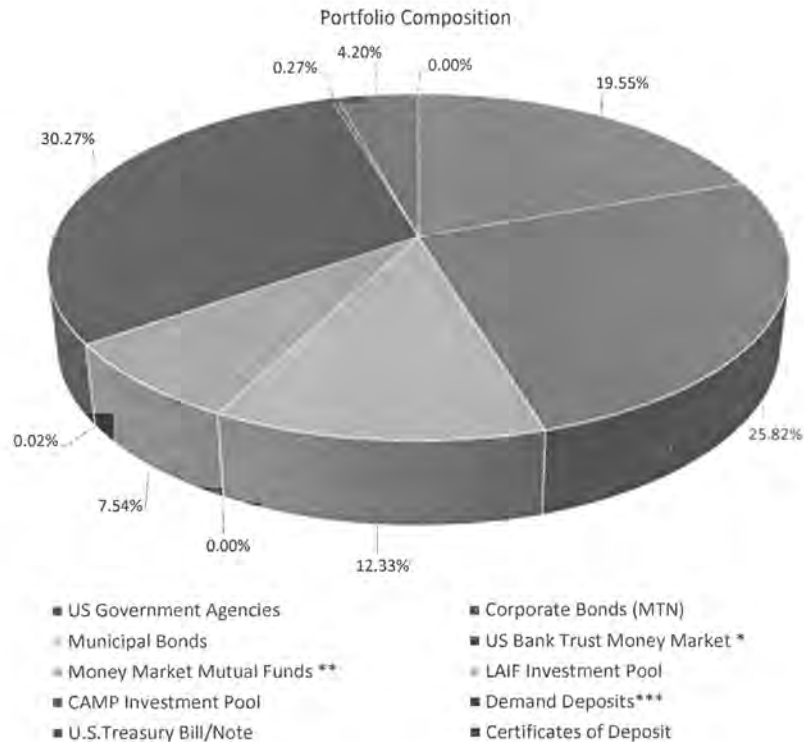
Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	\$ -	\$ 10,910	\$ 500	\$ 1,500	\$ 13,915	\$ 32,616	\$ 10,182	\$ 69,623	19.55%
Corporate Bonds (MTN)	-	1,965	1,970	8,250	-	79,779	-	91,964	25.82%
Municipal Bonds	580	600	2,000	8,045	3,695	26,030	2,985	43,935	12.33%
US Bank Trust Money Market *	3	-	-	-	-	-	-	3	0.00%
Money Market Mutual Funds **	26,856	-	-	-	-	-	-	26,856	7.54%
LAIF Investment Pool	55	-	-	-	-	-	-	55	0.02%
CAMP Investment Pool	107,852	-	-	-	-	-	-	107,852	30.27%
Demand Deposits***	947	-	-	-	-	-	-	947	0.27%
U.S.Treasury Bill/Note	-	11,291	-	-	-	3,652	-	14,943	4.20%
Certificates of Deposit	-	10	-	-	-	-	-	10	0.00%
Total Dollars	\$ 136,293	\$ 24,776	\$ 4,470	\$ 17,795	\$ 17,610	\$ 142,077	\$ 13,167	\$ 356,188	100.00%
Total Percents	38.26%	6.96%	1.25%	5.00%	4.94%	39.89%	3.70%	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
10/31/2024

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond™ Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
US Bank, N.A.	USB	0	2.550		0		1	2.550	0	SYS70101	70101	0
First American Govt	USBGC	14,646	5.180		14,646		1	5.180	14,646	SYS70014	70014	14,646
First American Funds	USB	13,100,000	5.060		13,100,000		1	5.060	13,100,000	SYS70102	70102	13,100,000
California Asset Mgm	CMP	51,683,325	5.430	10/19/2018	51,683,325		1	5.430	51,683,325	SYS70070	70070	51,683,325
Local Agency Investm	LAIF	54,528	4.712		54,528		1	4.712	54,528	SYS70000	70000	54,528
US Bank	USB	946,826	0.001		946,826		1	0.001	946,826	SYS70050	70050	946,826
CA St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	30	0.584	597,768	13067WRB0	27055	600,000
US Bank	USB	10,000	0.050	10/07/2024	10,000	01/07/2025	67	0.050	10,000	SYS30339	30339	10,000
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	87	1.846	497,385	90331HMS9	26947	501,084
State of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	226	0.730	253,607	546485BV2	27178	260,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	242	0.609	487,215	592112XC5	27642	500,000
City of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	242	0.990	488,475	71884AF20	27058	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	242	0.787	487,085	977123X78	27041	500,000
Met Life Glob Fundin	USBGC	1,000,000	0.950	03/04/2022	961,800	07/02/2025	243	2.145	976,100	59217GEJ4	27375	992,315
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	273	0.992	973,050	275282PS4	27106	1,000,000
Federal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	382	0.542	963,280	3135GA4P3	27137	1,001,109
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	416	0.825	238,265	48128GY53	27138	250,000
Toyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	445	0.699	471,325	89236THY4	27149	500,000
Federal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	481	0.500	356,801	3130AKXX9	27179	375,000
Federal Home Loan Ba	USBGC	1,000,000	2.500	02/28/2022	1,000,000	02/27/2026	483	2.248	979,990	3130AQZV8	27366	1,000,000
Cisco Systems Inc.	USBGC	102,000	2.950	11/18/2022	96,129	02/28/2026	484	4.200	100,122	17275RBC5	27480	100,435
Federal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	493	0.800	1,050,412	3133EMSU7	27200	1,100,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	560	1.079	475,465	91324PEC2	27230	500,523
Bank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	573	1.250	1,601,043	06048WM31	27225	1,700,000
Met Govt Nashville &	USBGC	250,000	1.181	10/14/2021	250,000	07/01/2026	607	1.181	237,075	592098X77	27291	250,000
San Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	607	1.201	237,425	797356DF6	27296	250,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	622	1.050	472,710	57629WDE7	27247	501,244
County of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	652	1.272	94,138	088518NV3	27273	100,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	654	0.875	471,095	3130ANGX2	27252	500,000
JP Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	654	1.150	935,290	48126G4R8	27251	1,000,000
Bank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	663	1.250	693,090	06048VM22	27255	750,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	496,165	08/14/2026	682	1.227	471,715	14913R2Q8	27288	499,303
John Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	682	1.225	481,165	24422EVB2	27294	509,260
Federal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	696	0.900	591,557	3130ANXS4	27276	630,000
Reliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	696	1.635	1,397,085	75951AAQ1	27292	1,496,604
Paypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	699	1.260	483,245	70450YAD5	27293	512,664
TSMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	723	1.567	1,440,942	872898AA9	27330	1,530,280
Public Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	738	1.475	1,803,728	74460DAG4	27336	1,910,911
Federal Home Loan Ba	USBGC	50,000	2.000	12/29/2021	50,000	12/29/2026	788	1.509	47,710	3130AQER0	27342	50,000
Federal Home Loan Ba	USBGC	3,000,000	2.000	01/28/2022	3,000,000	01/28/2027	818	1.700	2,860,230	3130AQN66	27364	3,000,000



Northern California Power Agency
Treasurer's Report
10/31/2024

Operating

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBGC	455,000	4.700	03/17/2023	452,498	08/30/2027	971	4.841	454,486	3130ASH44	27559	453,445
Meta Platforms Inc.	USBGC	526,000	3.500	11/21/2022	494,240	08/15/2027	1,017	4.944	514,381	30303M8B1	27483	507,287
Amazon.com Inc	USBGC	600,000	3.150	09/21/2022	573,894	08/22/2027	1,024	4.136	580,716	023135BC9	27455	565,097
TCI Communications I	USBGC	1,000,000	7.125	06/08/2023	1,098,290	02/15/2028	1,201	4.757	1,072,230	872287AL1	27597	1,068,984
American Honda Finan	USBGC	1,000,000	2.000	06/08/2023	887,330	03/24/2028	1,239	4.648	917,730	02665VWDW8	27598	920,165
Mercedes-Benz Fin. N	USBGC	750,000	4.800	04/14/2023	755,445	03/30/2028	1,245	4.634	749,985	58769JAG2	27572	753,747
Bank of NY Mellon Co	USBGC	500,000	3.850	10/30/2024	492,520	04/28/2028	1,274	4.315	489,375	06406RAH0	27828	492,526
Meta Platforms Inc.	USBGC	500,000	4.600	07/03/2023	496,500	05/15/2028	1,291	4.761	503,350	30303M8L9	27614	497,455
Honeywell Internatio	USBGC	500,000	6.625	10/30/2024	537,595	06/15/2028	1,322	4.358	534,885	438506AS6	27831	537,566
Federal Home Loan Ba	USBGC	1,000,000	4.800	06/23/2023	1,000,000	06/23/2028	1,330	4.800	999,370	3130AWE55	27606	1,000,000
Pacific Life GF	USBGC	300,000	5.500	03/06/2024	306,381	07/18/2028	1,355	4.950	306,792	6944PL2U2	27742	305,427
Guardian Life	USBGC	500,000	1.625	10/30/2024	449,285	09/16/2028	1,415	4.504	446,110	40139LBE2	27830	449,321
John Deere Capital C	USBGC	500,000	4.500	02/08/2024	500,335	01/16/2029	1,537	4.483	499,170	24422EXH7	27731	500,285
John Deere Capital C	USBGC	285,000	4.500	08/29/2024	290,104	01/16/2029	1,537	4.048	284,527	24422EXH7	27807	289,904
MassMutual Global Fu	USBGC	500,000	5.150	10/30/2024	514,295	05/30/2029	1,671	4.452	511,225	57629W4T4	27832	514,286
John Deere Capital C	USBGC	500,000	4.850	07/16/2024	503,965	06/11/2029	1,683	4.666	504,705	24422EXT1	27786	503,729
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,684	4.614	509,635	74368CBY9	27833	512,328
John Deere Capital C	USBGC	500,000	2.800	08/01/2024	463,890	07/18/2029	1,720	4.436	463,270	24422EUY3	27792	465,709
Toyota Motor Credit	USBGC	500,000	4.550	10/30/2024	499,880	08/09/2029	1,742	4.554	496,595	89236TMK8	27834	499,880
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	08/28/2029	1,761	4.556	495,700	6944PL3C1	27842	498,761
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,790	4.620	487,790	69371RT48	27837	491,500
John Deere Capital C	USBGC	500,000	4.850	10/30/2024	508,480	10/11/2029	1,805	4.463	505,520	24422EWN5	27829	508,475

Fund Total and Average	\$	103,077,326	4.239		\$	103,042,930	305	4.235	\$	101,852,470		\$	103,036,134
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MPP GHG Auction Acct

California Asset Mgm	CMP	1,240,605	5.430	09/13/2022	1,240,605		1	5.430	1,240,605	SYS70076	70076	1,240,605
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70045	70045	0

Fund Total and Average	\$	1,240,605	5.430		\$	1,240,605	1	5.430	\$	1,240,605		\$	1,240,605
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MPP Security Deposit Acct

California Asset Mgm	CMP	491,437	5.430	10/28/2022	491,437		1	5.430	491,437	SYS70078	70078	491,437
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70048	70048	0

Fund Total and Average	\$	491,437	5.430		\$	491,437	1	5.430	\$	491,437		\$	491,437
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SCPA Balancing Account

First American Govt	USBGC	13,265	5.180		13,265		1	5.180	13,265	SYS70023	70023	13,265
California Asset Mgm	CMP	15,897,214	5.430	05/27/2022	15,897,214		1	5.430	15,897,214	SYS70072	70072	15,897,214
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70022	70022	0



Northern California Power Agency

Treasurer's Report

10/31/2024

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
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	151	0.600	496,385	586145F74	27113	504,821
State of Wisconsin	USBGC	105,000	0.650	01/30/2023	105,000	05/01/2025	181	0.649	102,909	97705MZH1	27539	105,000
State of Wisconsin	USBGC	295,000	0.650	01/30/2023	295,000	05/01/2025	181	0.649	289,088	97705MZR9	27540	295,000
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	212	0.952	489,375	13032UXM5	27110	500,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	242	0.932	487,920	059231X39	27125	500,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	242	0.609	487,215	592112XC5	27643	500,000
Federal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	332	0.530	1,975,327	3133EMBJ0	27077	2,045,000
Federal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	332	0.530	1,981,592	3133EMBH4	27078	2,050,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	464	0.699	477,415	037833EB2	27168	500,000
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	468	0.530	476,450	3130AKWA0	27164	499,936
JP Morgan	USBGC	1,000,000	0.900	02/17/2021	1,000,000	02/17/2026	473	0.710	961,533	46632FRV9	27171	1,000,000
Federal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	481	0.500	118,934	3130AKXX9	27180	125,000
Federal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	482	0.630	952,970	3130ALB94	27195	1,000,000
Federal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	493	0.800	1,575,618	3133EMSU7	27201	1,650,000
Bank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	601	1.199	465,330	06048WM64	27227	500,000
MassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	622	1.050	472,710	57629WDE7	27248	501,244
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	663	1.250	46,206	06048WN22	27258	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	723	1.567	189,976	872898AA9	27331	200,692
Public Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	738	1.569	259,699	74460DAG4	27311	274,632
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	738	1.475	236,090	74460DAG4	27337	250,119
Federal Home Loan Ba	USBGC	100,000	2.000	12/29/2021	100,000	12/29/2026	788	1.509	95,420	3130AQER0	27343	100,000
John Deere Capital C	USBGC	525,000	1.700	01/14/2022	524,223	01/11/2027	801	1.731	495,338	24422EWA3	27362	524,658
Federal Home Loan Ba	USBGC	300,000	2.000	01/28/2022	300,000	01/28/2027	818	1.691	286,023	3130AQN66	27365	300,000
Federal Home Loan Ba	USBGC	500,000	4.000	04/29/2022	500,000	04/29/2027	909	4.219	496,680	3130ARR52	27399	500,000
State of Oregon	USBGC	500,000	4.112	03/23/2023	500,000	05/01/2027	911	4.110	497,915	68609UBF1	27560	500,000
Alameda County	USBGC	130,000	3.460	08/24/2022	130,000	08/01/2027	1,003	3.509	127,399	010878BF2	27440	130,000
Desert Community Col	USBGC	300,000	1.823	06/16/2023	267,654	06/01/2027	1,003	4.730	280,752	250375LS9	27602	278,436
Federal Home Loan Ba	USBGC	370,000	4.200	08/25/2022	370,000	08/25/2027	1,027	4.200	367,676	3130ASVC0	27441	370,000
Blackstone Holdings	USBGC	1,000,000	5.900	02/03/2023	1,047,880	11/03/2027	1,097	4.759	1,036,300	09261BAJ9	27541	1,030,296
Mercedes-Benz Fin. N	USBGC	300,000	3.750	06/26/2023	284,544	02/22/2028	1,208	5.003	290,451	233851DF8	27607	289,017
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,245	4.634	124,998	58769JAG2	27573	125,624
John Deere Capital C	USBGC	525,000	4.500	03/06/2024	522,113	01/16/2029	1,537	4.626	524,129	24422EXH7	27743	522,500
Air Products & Chemi	USBGC	500,000	4.600	08/01/2024	504,600	02/08/2029	1,560	4.373	500,945	009158BH8	27793	504,346
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,684	4.614	509,635	74368CBY9	27835	512,328
Applied Materials In	USBGC	500,000	4.800	08/01/2024	509,280	06/15/2029	1,687	4.371	504,145	038222AS4	27795	508,804
John Deere Capital C	USBGC	500,000	2.800	08/01/2024	463,890	07/18/2029	1,720	4.436	463,270	24422EUY3	27794	465,709
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	08/28/2029	1,761	4.556	495,700	6944PL3C1	27843	498,761
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,790	4.620	487,790	69371RT48	27838	491,500
Fund Total and Average		\$ 36,630,479	3.517		\$ 36,653,010		418	3.491	\$ 36,036,787			\$ 36,613,902

General Operating Reserve



Northern California Power Agency

Treasurer's Report

10/31/2024

General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
First American Govt.	USBGC	3,638,449	5.180		3,638,449		1	5.180	3,638,449	SYS70019	70019	3,638,449
California Asset Mgm	CMP	28,017,466	5.430	12/14/2018	28,017,466		1	5.430	28,017,466	SYS70071	70071	28,017,466
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
California State Uni	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	0	0.685	250,000	13077DMK5	27072	250,000
Federal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	42	0.830	1,815,978	3130A3GE8	26962	1,823,989
US Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	87	1.846	497,395	60331HMS9	26951	501,084
W W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	106	1.161	495,680	384802AE4	27000	500,965
W W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	106	1.217	495,680	384802AE4	27005	500,885
Memphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	151	0.600	496,385	586145F74	27114	504,821
Tulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	151	1.038	987,480	699559QD3	27006	1,001,414
City of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	181	0.750	510,849	447025A56	27112	520,055
Honeywell Internatio	USBGC	1,000,000	1.350	09/03/2020	1,023,560	06/01/2025	212	0.866	980,520	438516CB0	27008	1,002,752
County of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,538	06/01/2025	212	1.299	415,069	471376FJ7	27011	422,764
Precision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	226	1.033	1,485,315	740189AM7	27017	1,521,022
JP Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	234	1.050	728,285	48128GU40	27024	750,000
City of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	242	0.845	487,920	059231X39	27128	500,000
Wisconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	242	0.774	487,085	977123X78	27042	500,000
Mel Life Glob Fundin	USBGC	4,000,000	0.950	03/04/2022	3,847,200	07/02/2025	243	2.145	3,904,400	59217GEJ4	27376	3,969,261
East Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	273	0.940	793,038	275282PS4	27108	815,000
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	290	0.600	970,450	3136G4G72	27056	1,000,000
Federal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	320	0.570	967,160	31422BV23	27071	1,000,000
Federal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	332	0.530	1,933,260	3133EMBH4	27079	2,000,000
Federal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	332	0.530	1,661,400	3133EMBJ0	27080	1,720,000
Federal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	332	0.520	966,000	3130AKAZ9	27081	1,000,000
Federal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	360	0.540	482,075	3134GW4Z6	27104	500,000
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	389	0.798	954,530	06048WK41	27122	1,000,000
Federal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	395	0.560	480,565	3133EMJC7	27124	500,000
Guardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	404	1.060	1,458,258	40139LBC6	27223	1,516,958
JP Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	416	0.825	236,265	48128GY53	27139	250,000
Federal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	424	0.599	479,555	3135G06Q1	27141	500,233
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	464	0.699	477,415	037833EB2	27169	500,000
JP Morgan	USBGC	1,000,000	0.900	02/17/2021	1,000,000	02/17/2026	473	0.710	961,533	46632FRV9	27172	1,000,000
Charles Schwab Corp	USBGC	630,000	0.800	04/30/2021	625,407	03/11/2026	495	1.054	588,601	608513BF1	27220	628,716
Federal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	500	0.841	953,020	3130ALEL4	27203	999,309
Federal Home Loan Ba	USBGC	170,625	1.000	09/23/2023	170,625	03/23/2026	507	1.000	162,981	3130ALGJ7	27657	170,625
Federal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	514	1.010	954,680	3130ALTT1	27213	1,000,000
Oregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	516	1.119	477,000	68607V2Q7	27216	500,000
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	536	1.084	480,885	3130ALXR0	27215	500,000
United Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	560	1.079	523,012	91324PEC2	27232	550,576
Bank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	573	1.250	1,043,503	06048WM31	27226	1,108,000
Bank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	601	1.199	1,163,325	06048WM64	27228	1,250,000



Northern California Power Agency
Treasurer's Report
10/31/2024

General Operating Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
State University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	607	1.590	352,558	650008GU6	27329	370,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	622	1.060	945,420	57629WDE7	27249	1,002,489
Home Depot Inc.	USBGC	415,000	2.125	04/12/2022	400,052	09/15/2026	683	3.000	398,338	437076BN1	27387	408,675
John Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	711	1.235	94,323	24422EVW6	27297	100,122
Nationwide Bldg Soci	USBGC	2,035,000	1.500	06/16/2022	1,792,286	10/13/2026	711	4.569	1,918,354	63859UBH5	27420	1,925,568
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	723	1.567	803,148	872898AA9	27333	852,943
Public Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	738	1.490	1,496,811	74460DAG4	27308	1,585,302
Public Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	738	1.569	344,691	74460DAG4	27312	364,512
Public Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	738	1.475	1,004,799	74460DAG4	27339	1,064,507
JP Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	759	1.500	1,113,431	48130LZH1	27313	1,200,000
Federal Home Loan Ba	USBGC	150,000	2.000	12/29/2021	150,000	12/29/2026	788	1.509	143,130	3130AQER0	27345	150,000
John Deere Capital C	USBGC	438,000	1.700	01/14/2022	437,352	01/11/2027	801	1.731	413,253	24422EWA3	27363	437,715
Federal Home Loan Ba	USBGC	500,000	3.375	04/28/2022	500,000	01/28/2027	818	3.375	490,605	3130ARP62	27398	500,000
Amazon.com Inc	USBGC	1,030,000	3.300	06/16/2022	993,208	04/13/2027	893	4.123	1,005,980	023135CF1	27419	1,011,318
TSMC Arizona Corp.	USBGC	1,770,000	3.875	05/26/2022	1,789,399	04/22/2027	902	3.628	1,741,556	872898AF8	27404	1,779,787
Qualcomm Inc.	USBGC	1,035,000	3.250	06/16/2022	995,059	05/20/2027	930	4.122	1,004,809	747525AU7	27421	1,014,309
State of Connecticut	USBGC	500,000	3.631	06/22/2022	500,000	06/15/2027	956	3.631	490,580	20772KQK8	27423	500,000
Meta Platforms Inc.	USBGC	270,000	3.500	11/21/2022	253,697	08/15/2027	1,017	4.944	264,036	30303M8B1	27484	260,394
Amazon.com Inc	USBGC	75,000	3.150	09/21/2022	71,737	08/22/2027	1,024	4.138	72,590	023135BC9	27457	73,137
Federal Farm Credit	USBGC	1,000,000	4.750	10/13/2023	1,000,000	10/13/2027	1,076	4.750	1,016,590	3133EPYM1	27659	1,000,000
N. Texas Tollway Aut	USBGC	500,000	1.727	08/01/2024	480,490	01/01/2028	1,155	4.235	459,890	66285WB88	27797	463,381
California State Gen	USBGC	900,000	1.700	10/12/2023	787,473	02/01/2028	1,187	4.962	830,799	13063DC48	27658	815,005
City of Houston TX	USBGC	230,000	1.438	11/30/2023	199,849	03/01/2028	1,216	4.888	209,427	4423317B4	27677	206,368
Lenape NJ Regional H	USBGC	590,000	1.815	09/18/2023	519,230	03/15/2028	1,230	4.816	541,030	525876WS3	27641	536,867
NYC Transitional F	USBGC	2,315,000	4.600	09/14/2023	2,284,326	05/01/2028	1,277	4.922	2,333,335	64971X7J1	27639	2,291,815
Covina Valley Unifi	USBGC	265,000	2.340	01/19/2024	243,270	08/01/2028	1,369	4.352	246,355	223093VR3	27704	247,025
Los Angeles CCD	USBGC	600,000	1.606	02/08/2024	542,820	08/01/2028	1,369	3.947	549,012	54438CYM8	27727	552,143
Chicago Transit Auth	USBGC	600,000	2.952	02/08/2024	563,718	12/01/2028	1,491	4.357	566,190	16772PCP9	27729	569,224
State of Illinois	USBGC	500,000	5.250	02/08/2024	514,705	12/01/2028	1,491	4.561	507,560	452153GY9	27728	512,473
Texas Public Financi	USBGC	600,000	1.430	08/01/2024	530,868	02/01/2029	1,553	4.271	532,968	882689BX1	27798	534,709
California State Gen	USBGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,581	4.602	512,605	13063D3P1	27767	509,554
Atascadero Unified S	USBGC	400,000	1.701	08/06/2024	360,472	08/01/2029	1,734	3.901	352,648	048558EY4	27801	362,344
City of Commerce CA	USBGC	400,000	1.859	08/02/2024	353,988	08/01/2029	1,734	4.451	353,904	20056XAF5	27800	356,264
Mt. San Antonio CA C	USBGC	500,000	3.000	08/01/2024	473,305	08/01/2029	1,734	4.194	469,915	623040MD1	27799	474,640
Fund Total and Average		\$ 90,576,540	3.089		\$ 90,073,846		393	3.218	\$ 88,454,065			\$ 89,966,933

GRAND TOTALS:	\$ 232,016,386	3.679	\$ 231,510,928	355	3.730	\$ 228,075,364.	\$ 231,349,011
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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 10/31/2024

Callable Dates:

Inv #			Inv #			Inv #		
26947	USBANK	Anytime starting 12/27/2024	27126	BALGEN	Anytime	27228	BAC	Semi-annually
26951	USBANK	Anytime starting 12/27/2024	27137	FNMA	Annually	27251	JPM	Annually
27024	JPM	Quarterly	27138	JPM	Quarterly	27252	FHLB	Quarterly
27041	WISTRN	Anytime	27139	JPM	Quarterly	27255	BAC	Semi-annually
27042	WISTRN	Anytime	27141	FNMA	Quarterly	27256	BAC	Semi-annually
27055	CASWTR	Anytime	27148	TOY	1/20/2025 and 7/20/2025	27278	FHLB	Quarterly
27056	FNMA	Quarterly	27164	FHLB	Anytime	27313	JPM	Quarterly
27058	PHOGEN	Anytime	27168	APPL	Anytime starting 1/8/2026	27329	NYSHGR	Anytime
27071	FAMC	Semi-annually	27169	APPL	Anytime starting 1/8/2026	27398	FHLB	Quarterly
27072	CASHGR	Anytime	27171	JPM	Quarterly	27399	FHLB	Quarterly
27077	FFCB	Anytime	27172	JPM	Quarterly	27423	CTS	Anytime
27078	FFCB	Anytime	27178	LOUIS	Anytime	27440	ALA	Anytime
27079	FFCB	Anytime	27195	FHLB	Quarterly	27441	FHLB	Quarterly
27080	FFCB	Anytime	27200	FFCB	Anytime	27559	FHLB	Quarterly
27081	FHLB	Anytime	27201	FFCB	Anytime	27560	ORS	Anytime
27104	FHLMC	Annually	27203	FHLB	Quarterly	27606	FHLB	Anytime starting 6/23/2025
27110	CASMED	Anytime	27213	FHLB	Quarterly	27639	NYCGEN	Anytime
27113	MEMGEN	Anytime	27216	ORSGEN	Anytime	27657	FHLB	Monthly
27114	MEMGEN	Anytime	27225	BAC	Semi-annually	27727	LOSHGR	Anytime
27124	FFCB	Anytime	27226	BAC	Semi-annually	27729	CHITRN	Anytime
27125	BALGEN	Anytime	27227	BAC	Semi-annually	27767	CAS	Anytime
						27834	TOYOTA	Make Whole



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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	5.180		5,000		1	5.180	5,000	SYS70015	70015	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	371	0.460	1,439,132	3135G06G3	27167	1,495,602
Fund Total and Average		\$ 1,500,000	0.516		\$ 1,502,796		370	0.476	\$ 1,444,132			\$ 1,500,602

Geo Decommissioning Reserve

First American Govt.	USBGC	54,421	5.180		54,421		1	5.180	54,421	SYS70034	70034	54,421
California Asset Mgm	CMP	2,281,933	5.430	09/01/2022	2,281,933		1	5.430	2,281,933	SYS70074	70074	2,281,933
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70027	70027	0
Sacramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	0	1.846	330,000	78607QAY1	26977	330,000
W W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	106	1.161	421,328	384802AE4	27002	425,820
California St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	212	0.952	489,375	13032LXM5	27111	500,000
Houston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	242	1.372	734,003	442349EM4	27102	750,000
Nashville Met Gov	USBGC	500,000	0.610	09/18/2023	500,000	07/01/2025	242	0.609	487,215	592112XC5	27644	500,000
East Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	273	0.940	973,050	275282PS4	27109	1,000,000
Guardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	404	1.060	484,487	40139LBC6	27224	503,989
Apple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	464	0.700	954,830	037833EB2	27162	1,000,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	545	1.200	474,590	48128G3G3	27218	500,000
Bank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	601	1.199	697,995	06048WM64	27229	750,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	663	1.250	46,206	06048WN22	27258	50,000
Apple Inc.	USBGC	1,895,000	2.050	01/12/2022	1,930,607	09/11/2026	679	1.629	1,818,366	037833DN7	27361	1,909,209
Caterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	682	1.227	141,515	14913R2Q9	27289	149,791
TSMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	723	1.567	1,299,210	872898AA9	27334	1,379,761
Public Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	738	1.490	722,435	74460DAG4	27309	765,146
Public Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	738	1.475	1,626,188	74460DAG4	27340	1,722,821
New York City Genera	USBGC	750,000	3.862	05/26/2022	750,000	05/01/2027	911	3.862	739,893	64966QC99	27405	750,000
Federal Home Loan Ba	USBGC	200,000	4.700	03/17/2023	198,900	06/30/2027	971	4.841	199,774	3130ASH44	27558	199,316
LA Dept. Water & Pow	USBGC	500,000	5.516	08/01/2023	513,735	07/01/2027	972	4.738	514,225	544495VX9	27626	509,351
Walmart, Inc.	USBGC	1,400,000	3.950	09/21/2022	1,389,024	09/09/2027	1,042	4.125	1,388,534	931142EX7	27458	1,393,689
Bay Area CA Wtr Supp	USBGC	200,000	3.365	08/15/2023	190,204	10/01/2027	1,064	4.682	193,846	072031AP2	27627	193,078
Federal Farm Credit	USBGC	150,000	4.750	10/13/2023	150,000	10/13/2027	1,076	4.750	152,489	3133EPPM1	27660	150,000
TCI Communications I	USBGC	320,000	7.125	06/08/2023	351,606	02/15/2028	1,201	4.747	343,114	872287AL1	27599	342,183
American Honda Finan	USBGC	375,000	3.500	06/20/2023	357,113	02/15/2028	1,201	4.650	362,708	02665WCE9	27604	362,356
Mercedes-Benz Fin. N	USBGC	125,000	4.800	04/14/2023	125,908	03/30/2028	1,245	4.634	124,998	58769JAG2	27574	125,624
City of Manhattan Be	USBGC	235,000	2.021	11/30/2023	201,787	01/01/2029	1,522	5.220	213,394	562784AJ7	27678	207,791
East Side Union High	USBGC	275,000	1.927	09/05/2024	251,853	08/01/2029	1,734	3.824	243,447	275282PW5	27808	252,587
New York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	1,946	2.078	516,186	64966QUX6	27219	583,916
California State Uni	USBGC	210,000	1.740	11/18/2022	167,082	11/01/2030	2,191	4.870	179,577	13077DMR0	27482	177,621
Federal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	2,292	1.360	837,340	3130AKX76	27163	1,000,000
Federal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	2,300	1.460	808,374	31422XAU6	27177	972,000



Northern California Power Agency

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Geo Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	2,300	1.462	498,996	31422XAU6	27246	599,209
Federal Home Loan Ba	USBGC	1,700,000	1.750	08/17/2022	1,482,587	06/20/2031	2,422	3.439	1,428,136	3130ANUL2	27439	1,536,821
West Hartford CT	USBGC	330,000	1.844	01/12/2023	270,273	07/01/2031	2,433	4.430	281,744	953107AK5	27512	282,987
Federal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	2,461	1.704	1,674,720	3130AN7G9	27245	2,004,343
Marin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	2,464	1.565	420,000	56781RKZ9	27272	504,516
Oceanside Unified Sc	USBGC	310,000	1.900	01/12/2023	247,916	08/01/2031	2,464	4.780	261,361	675383TR4	27513	261,002
County of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	2,478	2.134	323,569	088518PA7	27274	385,000
County of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	2,478	2.134	211,148	088518NH4	27275	250,000
Chicago Transit Auth	USBGC	90,000	3.302	11/21/2022	78,348	12/01/2031	2,586	5.110	82,611	16772PCS3	27485	80,857
Federal Farm Credit	USBGC	2,500,000	1.800	01/11/2022	2,445,000	01/05/2032	2,621	2.044	2,078,325	3133ENJZ4	27360	2,460,456
Federal Agricultural	USBGC	975,000	4.120	05/25/2022	970,125	04/27/2032	2,734	4.181	942,299	31422XXY3	27403	971,321
California State Gen	USBGC	325,000	5.700	08/31/2023	344,500	10/01/2032	2,891	4.873	346,707	13063D2Z0	27637	341,995
Federal Home Loan Ba	USBGC	435,000	4.500	09/13/2023	428,258	09/09/2033	3,234	4.695	433,295	3130AWW23	27638	429,023
Fund Total and Average		\$ 32,250,354	2.376		\$ 31,847,639		1356	2.518	\$ 29,837,947			\$ 31,899,933
GRAND TOTALS:		\$ 33,750,354	2.293		\$ 33,360,436		1312	2.426	\$ 31,282,079.			\$ 33,400,535

*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 10/31/2024

Callable Dates:

Inv #

26977	SCRWTR	Anytime
27111	CASMED	Anytime
27162	APPL	Anytime starting 1/8/2026
27163	FHLB	Quarterly
27177	FAMCA	Semi-annually
27218	JPM	Annually
27219	NYC	Anytime
27229	BAC	Semi-annually
27245	FHLB	Anytime
27246	FAMCA	Semi-annually
27258	BAC	Semi-annually
27403	FAMCA	Quarterly
27405	NYC	Anytime
27439	FHLB	Monthly
27482	CASHGR	Anytime
27485	CHITRN	Anytime
27626	LOSUTL	Anytime
27627	BAYUTL	Anytime
27678	MNBGEN	Anytime



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CT2 Decommissioning Reserve

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
California Asset Mgm	CMP	772,242	5.430	07/25/2024	772,242		1	5.430	772,242	SYS70079	70079	772,242
Fund Total and Average		\$ 772,242	5.430		\$ 772,242		1	5.430	\$ 772,242			\$ 772,242
GRAND TOTALS:		\$ 772,242	5.430		\$ 772,242		1	5.430	\$ 772,242			\$ 772,242

*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 10/31/2024



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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	10,003,246	5.180		10,003,246		1	5.180	10,003,246	SYS70031	70031	10,003,246
California Asset Mgm	CMP	2,381,319	5.430	09/01/2022	2,381,319		1	5.430	2,381,319	SYS70073	70073	2,381,319
Local Agency Investm	LAIF	0	3.590	07/01/2024	0		1	3.590	0	SYS70028	70028	0
Walmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	44	1.744	498,500	931142DV2	26950	500,528
Federal Home Loan Ba	USBGC	500,000	4.625	04/03/2023	502,995	03/14/2025	133	4.296	499,880	3130AUZC1	27571	500,568
Bank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	174	0.839	536,999	06406RAN7	27221	546,954
Federal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	199	0.675	490,090	31422BA26	27004	500,000
State of Maine	USBGC	100,000	5.000	06/22/2023	100,413	06/01/2025	212	4.773	100,293	56052AH90	27605	100,124
Met Govt Nashville &	USBGC	100,000	1.031	11/30/2023	94,007	07/01/2025	242	5.007	97,691	592098X69	27676	97,481
Nashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	273	1.229	243,720	592090GC2	27133	250,000
City of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	287	1.950	499,175	283734TC5	27131	508,988
Federal Home Loan Ba	USBGC	180,000	4.875	08/01/2023	179,882	09/12/2025	315	4.904	180,846	3130AWS92	27625	179,952
California Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	334	0.765	125,714	13034AL65	27132	130,000
Toyota Motor Credit	USBGC	250,000	5.400	06/26/2023	252,413	11/10/2025	374	4.960	252,358	89236TKK0	27608	251,042
Bank of America Corp	USBGC	1,000,000	0.850	11/25/2020	1,000,000	11/25/2025	389	0.798	954,530	06048WK41	27121	1,000,000
Federal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	404	0.615	480,570	3135G06J7	27136	500,189
JP Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	416	0.825	476,530	48128GY53	27140	500,000
Federal National Mtg	USBGC	500,000	0.640	01/08/2021	501,550	12/30/2025	424	0.576	479,555	3135G08Q1	27148	500,362
Federal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	468	0.530	476,450	3130AKWA0	27165	499,936
Federal Home Loan Mt	USBGC	1,000,000	5.150	02/17/2023	1,000,000	02/17/2026	473	5.150	1,000,640	3134GYFR8	27542	1,000,000
Merck & Co Inc.	USBGC	550,000	0.750	01/30/2023	495,534	02/24/2026	480	4.226	525,294	58933YAY1	27526	526,664
Federal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	481	0.500	475,735	3130AKXX9	27181	500,000
Cisco Systems Inc.	USBGC	35,000	2.950	11/18/2022	33,672	02/28/2026	484	4.200	34,356	17275RBC5	27481	34,463
Federal Farm Credit	USBGC	200,000	4.500	05/02/2023	202,660	03/02/2026	486	3.996	200,704	3133EPCF0	27587	201,254
Mercedes-Benz Fin. N	USBGC	400,000	1.450	05/04/2023	389,068	03/02/2026	486	4.386	383,264	233851EC4	27588	385,385
Nestle Holdings Inc	USBGC	200,000	5.250	06/16/2023	202,680	03/13/2026	497	4.720	202,196	641062BK9	27603	201,336
Federal Home Loan Ba	USBGC	500,000	1.400	04/21/2021	500,000	04/21/2026	536	1.090	480,885	3130ALXR0	27214	500,000
United Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	560	1.082	475,465	91324PEC2	27231	500,523
Arizona State Univer	USBGC	250,000	4.388	05/10/2023	250,000	07/01/2026	607	4.385	249,970	040664HH0	27589	250,000
Federal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	654	0.875	471,095	3130ANGX2	27253	500,000
Federal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	661	0.967	472,305	3130ANFT2	27254	500,000
Bank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	663	1.250	46,206	06048VW22	27257	50,000
TSMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	723	1.667	188,976	872898AA9	27332	200,692
Public Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	738	1.475	236,090	74460DAG4	27338	250,119
Federal Home Loan Ba	USBGC	500,000	2.000	12/29/2021	500,000	12/29/2026	788	1.509	477,100	3130AQER0	27344	500,000
Los Angeles Unified	USBGC	500,000	5.981	10/31/2024	518,460	05/01/2027	911	4.405	516,715	544646A69	27839	518,460
Florida State Board	USBGC	525,000	1.705	02/07/2024	477,488	07/01/2027	972	4.610	483,882	341271AE4	27725	487,735
Protective Life Glob	USBGC	550,000	4.714	02/09/2024	548,763	07/06/2027	977	4.764	551,694	74368CBP8	27732	549,027
San Bernardino City	USBGC	525,000	1.641	02/07/2024	479,068	08/01/2027	1,003	4.376	488,224	796711H36	27722	488,738
Amazon.com Inc	USBGC	150,000	3.150	09/21/2022	143,474	08/22/2027	1,024	4.136	145,179	023135BC9	27456	146,274



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Capital Dev. Reserve Hydro

Issuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
Federal Home Loan Ba	USBGC	400,000	4.200	08/25/2022	400,000	08/25/2027	1,027	4.200	397,488	3130ASVC0	27442	400,000
Caterpillar Financia	USBGC	570,000	1.100	01/19/2024	509,495	09/14/2027	1,047	4.268	521,259	14913R2G1	27705	522,470
Caterpillar Financia	USBGC	500,000	1.100	02/07/2024	445,150	09/14/2027	1,047	4.427	457,245	14913R2G1	27724	456,315
State of Hawaii	USBGC	500,000	4.838	02/07/2024	510,555	10/01/2027	1,064	4.206	506,440	419792J64	27726	508,434
Bristol-Myers Squibb	USBGC	500,000	1.125	02/07/2024	443,475	11/13/2027	1,107	4.415	453,515	110122DP0	27723	454,480
Amazon.com Inc	USBGC	500,000	4.550	01/19/2024	505,910	12/01/2027	1,125	4.214	502,850	023135CP9	27706	504,713
N. Texas Tollway Aut	USBGC	800,000	1.727	06/18/2024	727,928	01/01/2028	1,156	4.511	735,824	66285WB88	27777	735,458
N. Texas Tollway Aut	UBOC	500,000	1.727	08/01/2024	460,490	01/01/2028	1,156	4.235	459,890	66285WB88	27796	463,381
TCI Communications I	USBGC	500,000	7.125	01/30/2024	541,450	02/15/2028	1,201	4.841	536,115	872287AL1	27716	533,730
San Francisco Comm C	USBGC	500,000	1.819	10/31/2024	459,230	06/15/2028	1,322	4.272	458,940	797683HL6	27841	459,230
Pacific Life GF	USBGC	250,000	5.500	03/06/2024	255,318	07/18/2028	1,355	4.950	255,660	6944PL2U2	27744	254,523
Belmont-Redwood CA S	USBGC	375,000	1.477	07/16/2024	335,063	08/01/2028	1,369	4.380	338,145	080495HR8	27785	337,945
Riverside Comm Colle	USBGC	300,000	1.589	07/16/2024	268,890	08/01/2028	1,369	4.419	270,699	76886PJR5	27784	271,135
San Ramon Valley USD	USBGC	190,000	1.670	02/07/2024	169,488	08/01/2028	1,369	4.346	172,892	7994082H1	27721	172,843
Sacramento CA Water	USBGC	500,000	2.147	06/14/2024	452,945	09/01/2028	1,400	4.630	461,520	786089JH6	27776	457,195
San Mateo Union HSD	USBGC	250,000	2.542	02/07/2024	231,495	09/01/2028	1,400	4.346	235,055	799017VM7	27720	234,487
John Deere Capital C	USBGC	500,000	6.550	01/30/2024	541,800	10/01/2028	1,430	4.540	534,835	244199AW5	27717	535,061
County of Miami-Dade	USBGC	500,000	3.762	01/31/2024	485,825	10/01/2028	1,430	4.440	486,150	59333P3Q9	27718	488,103
Toyota Motor Credit	USBGC	500,000	4.650	04/26/2024	491,485	01/05/2029	1,526	5.060	501,030	89236TLL7	27765	492,418
Toyota Motor Credit	USBGC	600,000	3.650	02/08/2024	575,406	01/08/2029	1,529	4.590	580,404	89236TFT7	27730	579,060
Texas Public Financi	USBGC	100,000	1.430	07/16/2024	88,312	02/01/2029	1,553	4.290	88,828	882669BX1	27783	89,063
California State Gen	USBGC	500,000	5.100	05/29/2024	510,485	03/01/2029	1,581	4.602	512,605	13063D3P1	27766	509,554
American Honda Finan	USBGC	500,000	4.900	04/26/2024	494,365	03/13/2029	1,593	5.162	502,595	02665WFE6	27764	494,958
Protective Life Glob	USBGC	500,000	5.215	10/30/2024	512,335	06/12/2029	1,684	4.614	509,635	74368CBY9	27827	512,328
Pacific Life GF	USBGC	500,000	4.500	10/30/2024	498,760	08/28/2029	1,761	4.583	495,700	6944PL3C1	27836	498,761
California State Gen	USBGC	2,000,000	5.125	10/24/2024	2,077,400	09/01/2029	1,765	4.233	2,064,080	13063EBP0	27817	2,077,090
California State Gen	USBGC	500,000	5.125	10/29/2024	518,765	09/01/2029	1,765	4.257	516,020	13063EBP0	27818	518,743
Paccar Financial Cor	USBGC	500,000	4.000	10/31/2024	491,500	09/26/2029	1,790	4.388	487,790	69371RT48	27840	491,500
California State Gen	USBGC	500,000	2.500	10/29/2024	460,715	10/01/2029	1,795	4.287	459,745	13063DRE0	27819	460,759
Fund Total and Average		\$ 42,159,565	3.681		\$ 41,720,573		683	3.964	\$ 41,386,395			\$ 41,755,076

Hydro 2022A Debt Service

Federal Home Loan Ba	USBT	1,349,000	4.980	07/29/2024	1,319,702	01/02/2025	62	5.161	1,338,599	313385AB2	27787	1,337,430
Federal Home Loan Ba	USBT	1,342,000	4.795	08/28/2024	1,319,299	01/02/2025	62	4.945	1,331,653	313385AB2	27802	1,330,918
Federal Home Loan Ba	USBT	1,335,000	4.430	09/30/2024	1,319,558	01/02/2025	62	4.544	1,324,707	313385AB2	27812	1,324,815
U.S. Treasury	USBT	1,331,000	4.500	10/29/2024	1,320,186	01/02/2025	62	4.599	1,320,645	912797LR6	27820	1,320,685
Fund Total and Average		\$ 5,357,000	4.677		\$ 5,278,745		62	4.814	\$ 5,315,604			\$ 5,313,848

Hydro 2022B Debt Service



Northern California Power Agency

Treasurer's Report

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Hydro 2022B Debt Service

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	USBT	219,000	4.980	07/29/2024	214,244	01/02/2025	62	5.161	217,312	313385AB2	27788	217,122
Federal Home Loan Ba	USBT	219,000	4.795	08/28/2024	215,295	01/02/2025	62	4.945	217,312	313385AB2	27803	217,191
Federal Home Loan Ba	USBT	217,000	4.430	09/30/2024	214,490	01/02/2025	62	4.544	215,327	313385AB2	27813	215,344
U.S. Treasury	USBT	217,000	4.500	10/29/2024	215,237	01/02/2025	62	4.599	215,312	912797LR6	27821	215,318
Fund Total and Average		\$ 872,000	4.677		\$ 859,266		62	4.814	\$ 865,263			\$ 864,975

Hydro Special Reserve

First American Govt	USBGC	5,000	5.180		5,000		1	5.180	5,000	SYS70016	70016	5,000
Federal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	371	0.460	1,439,132	3135G06G3	27166	1,495,602
Fund Total and Average		\$ 1,500,000	0.516		\$ 1,502,796		370	0.476	\$ 1,444,132			\$ 1,500,602
GRAND TOTALS:		\$ 49,888,565	3.710		\$ 49,361,380		596	3.965	\$ 49,011,394			\$ 49,434,501

*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 10/31/2024

Callable Dates:

Inv #		
26950	WMT	Anytime
27004	FAMCA	Semi-annually
27131	ELPASO	Annually
27132	FFCB	Anytime
27135	CASDEV	Anytime
27136	FNMA	Quarterly
27140	JPM	Quarterly
27165	FHLB	Anytime
27221	BK	3/24/2025
27253	FHLB	Quarterly
27254	FHLB	Monthly
27257	BAC	Semi-annually
27442	FHLB	Quarterly
27517	FHLB	Quarterly
27542	FHLMC	Quarterly
27589	AZSHGR	Anytime
27725	FLSGEN	Anytime
27726	HIS	Anytime
27766	CAS	Anytime
27776	SACWTR	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	135,460	5.430	09/13/2022	135,460		1	5.430	135,460	SYS70077	70077	135,460
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70046	70046	0
Fund Total and Average		\$ 135,460	5.430		\$ 135,460		1	5.430	\$ 135,460			\$ 135,460

LEC Issue #1 2010B DS Fund

US Bank Trust	USB	233	0.010		233		1	0.010	233	SYS79004	79004	233
Federal Home Loan Ba	USBT	674,000	5.120	06/27/2024	659,142	11/29/2024	28	5.308	671,560	313384R43	27779	671,316
U.S. Treasury	USBT	731,000	4.924	08/28/2024	721,700	11/29/2024	28	5.057	728,390	912797HP5	27804	728,200
U.S. Treasury	USBT	726,000	4.540	09/30/2024	720,507	11/29/2024	28	4.638	723,408	912797HP5	27814	723,436
U.S. Treasury	USBT	724,000	4.620	10/29/2024	721,120	11/29/2024	28	4.702	721,415	912797HP5	27822	721,398
Federal Home Loan Ba	USBT	796,000	5.050	07/29/2024	781,931	12/02/2024	31	5.212	792,848	313384R76	27789	792,539
Fund Total and Average		\$ 3,651,233	4.851		\$ 3,604,633		29	4.983	\$ 3,637,854			\$ 3,637,122

LEC Issue #2 2010B DS Fund

US Bank Trust	USB	219	0.010		219		1	0.010	219	SYS79012	79012	219
Federal Home Loan Ba	USBT	787,000	5.120	06/27/2024	769,651	11/29/2024	28	5.308	784,151	313384R43	27780	783,866
U.S. Treasury	USBT	788,000	4.925	08/28/2024	777,974	11/29/2024	28	5.057	785,187	912797HP5	27805	784,982
U.S. Treasury	USBT	784,000	4.540	09/30/2024	778,088	11/29/2024	28	4.638	781,201	912797HP5	27815	781,232
U.S. Treasury	USBT	782,000	4.620	10/29/2024	778,889	11/29/2024	28	4.702	779,208	912797HP5	27823	779,190
Federal Home Loan Ba	USBT	792,000	5.050	07/29/2024	778,001	12/02/2024	31	5.212	788,864	313384R76	27790	788,556
Fund Total and Average		\$ 3,933,219	4.851		\$ 3,882,802		29	4.984	\$ 3,918,830			\$ 3,918,045

LEC Issue#1 2017A DS Fund

Federal Home Loan Ba	USBT	681,000	5.120	06/27/2024	665,988	11/29/2024	28	5.308	678,535	313384R43	27781	678,288
U.S. Treasury	USBT	676,000	4.924	08/28/2024	667,399	11/29/2024	28	5.057	673,587	912797HP5	27806	673,411
U.S. Treasury	USBT	672,000	4.540	09/30/2024	666,915	11/29/2024	28	4.638	669,601	912797HP5	27816	669,627
U.S. Treasury	USBT	669,000	4.620	10/29/2024	666,339	11/29/2024	28	4.702	666,612	912797HP5	27824	666,596
Federal Home Loan Ba	USBT	679,000	5.050	07/29/2024	666,999	12/02/2024	31	5.212	676,311	313384R76	27791	676,047
Fund Total and Average		\$ 3,377,000	4.852		\$ 3,333,640		29	4.985	\$ 3,364,646			\$ 3,363,969

LEC Issue #1 2010 DSR Fund

US Bank Trust	USB	1,811	0.010		1,811		1	0.010	1,811	SYS79005	79005	1,811
U.S. Treasury	USBT	38,000	5.100	06/27/2024	37,166	11/29/2024	28	5.286	37,664	912797HP5	27782	37,849
Federal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	485	0.840	4,235,479	3133EMSK9	27199	4,430,000



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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 Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	588	0.799	142,268	3130AN4T4	27270	150,178
U.S. Treasury	USBT	3,589,000	4.375	01/03/2024	3,618,020	12/15/2028	774	4.080	3,604,827	91282CJP7	27700	3,609,856
Federal Home Loan Ba	USBT	120,000	4.000	07/28/2023	118,496	06/30/2028	1,337	4.285	119,486	3130AWN63	27624	118,881
U.S. Treasury	USBT	21,000	4.375	09/28/2023	20,785	08/31/2028	1,399	4.608	21,154	91282CHX2	27647	20,833
U.S. Treasury	USBT	42,000	3.500	10/29/2024	40,964	09/30/2029	1,794	4.046	40,781	91282CLN9	27625	40,986
Fund Total and Average		\$ 8,391,811	2.443		\$ 8,417,790		630	2.324	\$ 8,203,670			\$ 8,410,394

LEC Iss#1 2010B BABS Subs Resv

US Bank Trust	USB	158	0.010		158		1	0.010	158	SYS79006	79006	158
U.S. Treasury	USBT	2,315,000	5.095	06/13/2024	2,259,629	11/29/2024	28	5.292	2,306,735	912797HP5	27774	2,305,826
Fund Total and Average		\$ 2,315,158	5.095		\$ 2,259,787		28	5.292	\$ 2,306,893			\$ 2,305,984

LEC Issue #2 2010B DSR BABS

US Bank Trust	USB	261	0.010		261		1	0.010	261	SYS79013	79013	261
U.S. Treasury	USBT	838,000	5.095	06/13/2024	817,957	11/29/2024	28	5.292	835,008	912797HP5	27775	834,679
Fund Total and Average		\$ 838,261	5.093		\$ 818,218		28	5.291	\$ 836,269			\$ 834,940

LEC O & M Reserve

First American Govt.	USBGC	21,904	5.180		21,904		1	5.180	21,904	SYS70041	70041	21,904
California Asset Mgm	CMP	4,950,856	5.430	09/09/2022	4,950,856		1	5.430	4,950,856	SYS70075	70075	4,950,856
Local Agency Investm		0	3.590	07/01/2024	0		1	3.590	0	SYS70047	70047	0
Caterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	30	1.776	464,237	14912L6G1	26952	465,545
Nashville Met Gov	USBGC	350,000	0.610	09/18/2023	350,000	07/01/2025	242	0.609	341,051	592112XC5	27645	350,000
Nashville Met Gov	USBGC	150,000	0.610	09/18/2023	150,000	07/01/2025	242	0.609	148,055	592112XA9	27646	150,000
Federal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	270	0.579	972,490	3136G4D75	27047	1,000,149
Federal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	290	0.600	970,450	3136G4G72	27057	1,000,000
Federal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	332	0.530	724,973	3133EMB4	27083	750,000
Federal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	332	0.530	647,173	3133EMB4	27084	670,000
Apple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	464	0.699	477,415	037833EB2	27170	500,000
JP Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	545	1.200	474,590	48128G3G3	27222	500,000
MassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	622	1.050	945,420	57629WDE7	27250	1,002,489
Bank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	663	1.250	92,412	06048WN22	27259	100,000
Caterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	682	1.227	471,715	14913R2Q9	27290	499,303
TSMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	723	1.567	803,148	872898AA9	27335	852,943
Public Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	738	1.490	486,345	74460DAG4	27310	515,098
Public Storage	USBGC	1,064,000	1.500	12/09/2021	1,065,234	11/09/2026	738	1.475	1,004,799	74460DAG4	27341	1,064,507
City of Beverly Hill	USBGC	200,000	1.327	06/28/2022	179,194	06/01/2027	942	3.654	185,046	088006KB6	27424	189,087
Mercedes-Benz Fin. N	USBGC	275,000	3.750	06/26/2023	260,832	02/22/2028	1,208	5.003	266,247	233851DF8	27609	264,932



Northern California Power Agency
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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	1.889	09/23/2024	461,155	04/01/2029	1,612	3.752	447,330	072024XF4	27809	462,062
Oregon Education Dis	USBGC	680,000	1.707	09/23/2024	602,184	06/30/2029	1,702	3.728	585,519	68587FAZ7	27811	603,464
California State Gen	USBGC	1,095,000	5.125	09/24/2024	1,168,529	09/01/2029	1,765	3.626	1,130,084	13063EBP0	27810	1,166,998
Fund Total and Average		\$ 17,116,760	2.728		\$ 17,105,326		516	2.735	\$ 16,609,259			\$ 17,079,337
GRAND TOTALS:		\$ 39,758,902	3.449		\$ 39,557,656		366	3.478	\$ 39,011,881.			\$ 39,685,251

*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 10/31/2024

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

Amended 2025 Committee Meeting Calendar

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Facilities/ Pooling Committees 9:00 am	LEC PPC Committee 10:00 am	Finance Committee 10:30 am	Utility Directors 9:00 am	Legal Committee 9:00 am	L&R Affairs Committee 12:00 pm	Executive Committee 8:00 am	*Commission 9:30 am
January 8	January 6		January 9	January 16		January 23 Sacramento 7:30 am	January 23 Sacramento 9:00 am
February 5	February 10	February 11	February 13	February 6	February 19	February 20	February 20
March 5	March 10		March 12-14 (in person)	March 6		March 27	March 27
April 2	April 7		April 10	April 3		April 24	April 24
May 7	May 12	May 6	May 8	May 1		May 22 Roseville 7:30 am	May 22 Roseville 9:00 am
June 4	June 9		June 12	June 5		June 26	June 26
July 2	July 7		July 10 (in person)			July 24 Murphys 7:30 am	July 24 Murphys 9:00 am
August 6	August 11	August 5	August 14	August 7	August 27	August 28	August 28
September 3	September 8		September 11	September 24 Monterey 2:00 pm	September 24 Monterey 3:00 pm	September 26 Monterey 7:30 am	September 26 Monterey 10:00 am
October 1	October 6	October 14	October 9			October 23	October 23
November 5	November 10	November 18	November 13	November 6			
December 3	December 8		December 11 (in person)	December 3	December 3	December 4	December 4

*Commission Packet mailed the Thursday or Friday prior to the meeting date.

NCPA CONFERENCES / EVENTS in 2025:

NCPA 101 Presentation in Sacramento: January 21

NCPA Strategic Issues Conference in Sacramento: January 21-23

Capitol Day in Sacramento: February 3

NCPA/NWPPA Federal Policy Conference in Washington, DC: April 27 – May 1

NCPA Annual Conference at the Portola Hotel and Spa: September 24-26



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Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: Kinectrics AES, Inc. – First Amendment to Five-Year Multi-Task Professional Services Agreement for Generator Testing and Assessment Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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 24-120 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with Kinectrics AES, Inc. for generator testing and assessment services and transmission and distribution field inspection, testing, and training services, with any non-substantial changes recommended and approved by the NCPA General Counsel, amending the Scope of Work and Exhibit B – Compensation Schedule and Hourly Fees and increasing the not to exceed amount from \$1,000,000 to \$2,000,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Generator testing and assessment services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five-year Multi-Task Professional Services Agreement with Kinectrics AES, Inc., effective June 6, 2022, for an amount not to exceed \$1,000,000, for use at any facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

It has come to NCPA's attention that this vendor can provide additional services. NCPA desires to enter into a First Amendment to the current Multi-Task Professional Services Agreement to amend the Scope of Work to include transmission and distribution field inspection, training, and testing services. NCPA also desires to amend Exhibit B – Compensation Schedule and Hourly Fees to reflect hourly rates related to the additional services added to the Scope of Work. Lastly, NCPA desires to increase the not to exceed amount from \$1,000,000 to \$2,000,000 to ensure sufficient funds are available in anticipation of increased use of this contract now that additional services will be offered. This agreement will continue to be available for use at any facilities owned and/or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members.

NCPA has agreements in place for similar services with Andritz Hydro, Sulzer Turbo Services Houston, Inc., Electrical Maintenance Consultants, Inc., Eaton Corporation, and Osmose Utilities Services, Inc. (pending).

FISCAL IMPACT:

Upon execution, the total not to exceed amount of the agreement will increase from \$1,000,000 to \$2,000,000 over the remainder of the contract term. Purchase orders referencing the terms and conditions of the agreement will be issued following NCPA procurement policies and procedures.

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On November 6, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On November 4, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 24-120
- Multi-Task Professional Services Agreement with Kinectrics AES, Inc.
- First Amendment to Multi-Task Professional Services Agreement with Kinectrics AES, Inc.

RESOLUTION 24-120

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK PROFESSIONAL SERVICES
AGREEMENT WITH KINETRICS AES, INC.

(reference Staff Report #260:24)

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

WHEREAS, effective June 6, 2022, NCPA entered into a Multi-Task Professional Services Agreement with Kinectrics AES, Inc. to provide these services for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, it has come to NCPA's attention that this vendor can provide additional services, including transmission and distribution field inspection, training, and testing services; and

WHEREAS, NCPA now desires to enter into a First Amendment to the current Multi-Task Professional Services Agreement to amend the Scope of Work to include transmission and distribution field inspection, training, and testing services, and amend Exhibit B – Compensation Schedule and Hourly Fees to reflect hourly rates for the additional services. NCPA also desires to increase the not to exceed amount from \$1,000,000 to \$2,000,000 to ensure sufficient funds are available in anticipation of increased use of this contract now that additional services will be offered; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said First Amendment to the Multi-Task Professional Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, amending the Scope of Work and Exhibit B – Compensation Schedule and Hourly Fees and increasing the not to exceed amount from \$1,000,000 to \$2,000,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



**MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
KINETRICS AES INC.**

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Kinectrics AES Inc., a corporation with its office located at 4117 Clipper Court, Fremont, CA 94538 ("Consultant") (together sometimes referred to as the "Parties") as of June 16, 2022 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.

Consultant warrants that the Services, excluding any as may be performed under the direction or supervision of the Agency, performed pursuant to this Agreement will be performed in a professional manner consistent with the standards of quality and care typical within the industry at the time of performance for similar work and will be performed by or under the supervision of a professional engineer pursuant to California Business and Professions Code Section 6700 et. seq. Such warranty will be effective for a period of one (1) year from the date of performance of the Service. Any such Services performed by Consultant which do not conform with Consultant above-stated warranty obligation will be re-performed by Consultant at Consultant's expense; or if re-performance is impracticable or impossible, Consultant will refund to Customer the price paid to Consultant for the non-conforming Services. The warranties and remedies set forth herein are exclusive, and no other warranty or remedy of any kind, whether statutory, written, oral, express, or implied, including without limitation warranties of performance, merchantability and fitness for a particular purpose, shall apply.

- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.

- 1.4 **Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 **Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services or does not respond within the seven day period specified, then Consultant will have agreed to perform the Requested Services on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, or in accordance with Consultant's Quotation for work, or as specified in the Purchase Order, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- The beginning and ending dates of the billing period;
 - Services performed;
 - The Purchase Order number authorizing the Services;
 - At Agency's option, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder where work is performed on a Time & Materials basis only; and
 - At Agency's option, when the Consultant's Scope of Work identifies tasks, for each work item in each task, a copy of the applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction for the work performed on Time & Material basis only.

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, or as otherwise agreed to, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.4 **Authorization to Perform Services.** The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until receipt of written authorization from the Contract Administrator.
- 2.5 **Timing for Submittal of Final Invoice.** Consultant shall have ninety (90) days after completion of its Services to submit its final invoice. In the event Consultant fails to submit an invoice to Agency for any amounts due within the ninety (90) day period, Consultant is deemed to have waived its right to collect its final payment from Agency.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.4 All Policies Requirements.

- 4.4.1 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.
- 4.4.2 Notice of Reduction in or Cancellation of Coverage.** Consultant shall provide at least thirty (30) days prior written notice to Agency of any reduction in scope or amount, cancellation, or modification adverse to Agency of the policies referenced in Section 4.
- 4.4.3 Higher Limits.** If Consultant maintains higher limits than the minimums specified herein, the Agency shall be entitled to coverage for the higher limits maintained by the Consultant.
- 4.4.4 Additional Certificates and Endorsements.** If Consultant provides services to Agency members, SCPPA and/or SCPPA members, Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or Agency member for which the Services are to be performed.

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

officers, employees, and volunteers from and against any and all claims to the extent that the claims arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant in its performance of Services under this Agreement. Consultant shall bear all losses, costs, damages, expense and liability of every kind, nature and description to the extent that they arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). (See Cal. Civ Code Section 2782.8 limiting indemnity for design professionals including professional engineers.) Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency.

Notwithstanding the above, Consultant's total aggregate liability for damages arising from any cause or action whatsoever shall be limited to amounts recoverable pursuant to the policy limit amounts detailed in Section 4 above inclusive of any deductibles, as long as Consultant maintains in effect and applicability the insurance, including but not limited to the amounts, deductibles, and scope referenced herein. In no event shall Consultant at any time be liable to the Agency for any indirect, incidental or consequential damages which may be sustained by them, including but not limited to loss of revenue, profit, business reputation or opportunity whether such liability arises out of contract, tort, strict liability, warranty or other legal theory whether at law, in equity or otherwise.

Section 6. STATUS OF CONSULTANT.

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

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

including salaries and benefits of employees, agents and subcontractors of Consultant.

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.4.4** Charge Consultant the difference between the costs to complete the Services that are unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

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

Notwithstanding any provisions in this Agreement to the contrary, Consultant will own the entire right, title and interest to its own background intellectual property and nothing in this Agreement is intended to diminish that ownership interest and/or transfer, grant or bestow any right, title or interest in the Agency or any other party, including any ownership or license interest therein.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement. Notwithstanding the above, Agency shall not audit the cost or pricing components of any fixed price work as long as doing so does not violate state law.
- 9.4 Confidential Information and Disclosure.**
- 9.4.1 Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise,

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

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

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

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

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

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

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

Disclosing Party's information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Contract Administrator.** This Agreement shall be administered by 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.

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

Kinectrics, Inc.
Attn: Jeff Lewis
800 Kipling Avenue, Unit 2
Toronto, Ontario M8Z 5G5
Canada

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

- 10.11.1** Each party shall designate a senior management or executive level representative to negotiate any dispute;
- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement

by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this Section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

KINECTRICS AES INC.

Date 6/6/22

Date 2022 05 17



RANDY S. HOWARD, General Manager



**SHAHROKH ZANGENEH,
Chief Commercial Officer**

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF SERVICES

Kinectrics AES Inc. ("Consultant") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members, including:

I. Standard Generator Testing and Assessment;

Perform limited visual inspection and off-line diagnostic testing of one generator stator winding, includes the following:

II. Stator Winding Insulation Resistance and Polarization Index:

Both single phase (A, B, C) and three phase testing (ABC) are required for assessment of the condition of the insulation system at 5 kV.

Testing is a requirement to ensure a minimum insulation condition prior to proceeding with diagnostic testing in accordance with the requirements of IEEE 43. Table 4 of this standard indicates the minimum recommended insulation resistance, in M Ω at 40°C, of the entire machine winding (ABC) of 100 M Ω as a prerequisite for further testing.

III. Stator Winding Capacitance and Dissipation Factor (tan δ) Test:

Typically single phase testing (A, B, C) is required for assessment of the condition of the insulation system.

Note: An advance Capacitance & Dissipation Factor measurements between phase to phase can also be performed to obtain additional information of the insulation condition. However, in order to perform this test, a higher capacity power supply may be required to energize the winding with additional cost.

Tan δ testing evaluates various factors that influence the performance of the overall electrical insulation. Bridge techniques will be employed to properly measure and assess the extent of pulseless and pseudo glow discharge activity. Testing is performed in accordance with the requirements of IEEE 286 on each phase at up to rated line to neutral voltage.

IV. Stator Winding Off-Line Partial Discharge Testing:

Measurement of the partial discharge quantities Q_{IEC} and Q_M , as well as PDEV and PDIV are required, in the single phase (A, B, C) configuration with coupling capacitors installed at both the line end and neutral end of the winding for simultaneous measurements.

Note: An advance PD measurements for additional cost can also be performed by connecting all three phases together so as to distinguish between the slot and end winding discharges; however in this case a higher capacity power supply is normally required due to high capacitance of the complete machine.

Two different methods of measuring PD will be performed with instrumentation using different frequency ranges and sensitivities to different types of PD activity. Measurements of Q_{IEC} will be performed first, followed by measurements of Q_M .

Off-line partial discharge testing evaluates various factors that influence the performance of electrical insulation associated with electrical discharges near the Line End of the stator winding. Testing is normally performed in accordance with the requirements of IEEE 1434 and/or IEC 60034-27-1.

V. **Stator Winding Electromagnetic (Corona or TVA) Test**

Single phase (A, B, C) testing is required. During testing of each phase, all slots containing a stator coil in either the top or bottom of the slot are scanned. The slots are divided into at least two sections, to allow differentiation of PD originating from each end of the core.

It is recommended that an AC overvoltage voltage test in accordance with IEEE 62.2 7.1.5 of at least 1.10 to 1.25 times the rated line-to-neutral voltage of the machine is performed prior to performing a TVA probe test (for safety). This overvoltage test provides some assurance of the integrity of the winding being tested.

VI. **Stator Winding Ultrasonic Inspection and/or Corona Camera/Corona Scope Inspection of Winding Connection End**

Testing is used to identify locations of PD within the end arm region of a stator winding. A scan of the end arm region of the connection end of the stator is performed using the ultrasonic detector to identify locations of partial discharge. An audio scans can localize areas of partial discharge which are not within line of sight

A corona scope and/or daylight corona camera, can be used to perform limited localization of PD in end winding region and requires direct line of sight.

VII. **Stator Winding Resistance**

Winding resistance testing can detect the presence of any high resistance joints, corrosion, or fractures of the conductors. The DC winding resistance of each phase (A1, A2, B1, B2, C1, C2) is measured using a Kelvin bridge in accordance with the requirements of IEEE 62.2.

VIII. **Stator AC Overvoltage Withstand Test**

AC testing results in the highest stress levels on the insulation system within the slot section of the stator core. Acceptance test levels for new machines are $2E+1$, while typical maintenance levels are 1.25 to $1.50E$ (E = Rated line to line voltage). Withstand testing provides some assurance that the winding insulation has a minimum level of electrical strength required to successfully operate for the expected design life or certain period of time. Testing is performed on each phase in accordance with the requirements of IEEE 62.2 on each phase for one minute, with the remaining phases grounded. Partial discharge measurements are performed at the withstand voltage level during the test.

IX. **Stator Winding DC Ramped Overvoltage Test**

DC testing results in the highest stress levels on the insulation system in the end arm region. Typical maintenance levels are 1.25 to $1.50E$ (E = Rated line to line voltage, $AC \times 1.7 = DC$). Ramp testing provides some assurance that the winding insulation has a minimum level of electrical strength required for continued operation. Testing is performed in accordance with the requirements of IEEE 95 on each phase using a 2 KV/min ramping rate, with the remaining phases grounded.

X. **Stator Winding Limited Stator Winding Inspection**

Visual inspection of the stator winding assembly in accordance with the requirements of IEEE 62.2

XI. **Additional Generator Tests;**

1. **Stator Slot Wedge Tightness**

The stator Slot Wedge Tightness of the machine will be checked, and areas of concern would be noted. Testing is performed in accordance with the requirements of IEEE 62.2

2. **Stator Core Low Energy (EICID) Test**

The condition of the interlaminar resistance between stator punchings of the machine core is evaluated. Testing is performed in accordance with the requirements of IEEE 62.2 using a digital EICID test set and findings are recorded.

3. **Isolated Phase Bus Test**

Perform an AC Hipot of 27 kV for 1 minute (15 kV Class Iso-Phase Bus), followed by measurement of Partial discharge activity at 10.5 kV. Testing is amenable to detecting cracked insulators, moisture, loose connections and mounting hardware, and foreign materials.

II. Failure Analysis and Other Miscellaneous Technical Assistance

Perform document review for NCPA on an as requested basis.

III. Qualification Testing of 13.8kV stator bars and coils in accordance with IEEE 1310, IEEE 1043 and IEEE 1553.

The following qualification testing consisting of Thermal Cycling Test (TCT) in accordance with IEEE 1310 followed by Voltage Endurance Test (VET) in accordance with IEEE 1043 and 1553 is performed on newly manufactured stator bars and coils.:

Note: In case of bars normally five bars are required to perform the qualification test and in case of coils normally three coils are required.

THERMAL CYCLING TEST:

The thermal cycling work to be performed on stator bars/coils consists of:

- 1.** Uncrating and performance of an incoming inspection of the stator bars/coils to ensure that no transit damage has occurred.
- 2.** Perform an initial diagnostic sub-cycle on each stator bar/coil consisting of
 - A)** Tap tests on the coils.
 - B)** Slot corona protection surface resistance measurement.
 - C)** Capacitance, dissipation factor at 0.2, 0.4, 0.6, 0.8, 1.0 Un of rated line to line voltage.
 - D)** Partial discharge measurements up to 8 kV or 13.8kV ac rms.
 - E)** Dimensional measurements in accordance with IEEE 1310
 - F)** Surge testing (coils only): The initial surge testing of the turn insulation will be performed at 40 kV (3.5 p.u.), 100ns as per IEEE 522. The final surge testing will be performed on completion of 500 cycles on thermal cycling. The final turn insulation will be performed at 75% i.e. 30kV on each coil.
- 3.** Performance of thermal cycling test on stator bars/coils as per the requirements of IEEE 1310-1996. Control bar/coil will be used to provide copper temperature measurements and hence to control the thermal cycling process. The thermal cycle profile will be 40°C-155°C-40°C with an average rate of increase/decrease as permitted by IEEE 1310-1996. The number of thermal cycles shall be 500.
- 4.** Perform a diagnostic sub-cycle after 100, 250 and 500 thermal cycles on each bar/coil that has been subjected to thermal cycling. The measurements to be performed as per clause 2 above.

VOLTAGE ENDURANCE TEST:

The voltage endurance test will be performed on bars/coils on successful completion of Thermal Cycling and surge testing in case of coils in accordance to IEEE 1043 and 1553.

The test conditions shall be as follows:

- Bars/coils at 30kV (Schedule 'A') for 400 hours or (Schedule 'B') for 250 hours as per IEEE 1553. Temperature between 90 °C and 130°C (TBD).

Pass/Fail Criteria:

Surge Test (Coils Only):

This is a pass or fail test with no failures permitted.

The waveform from this test is to be compare with the original test to ensure no shorts have developed between turns. A waveshape resulting from any applied surge voltage on any coil that does not match the waveshape on the master coil is considered a fail.

If a failure occurs, the entire lot of bars/coils will be rejected.

The additional expense for dissection and failure analysis will be mutually discussed and agreed upon between Kinectrics and Agency.

Thermal Cycling Test:

During the thermal cycling process, the diagnostic testing of the bars/coils at the 100, 250 and 500 cycle mark will assist in determining how any one bar/coil is performing as the test is progressing and how any one bar/coil performed when the test is completed. Based on experience with these diagnostic tests, it will determine if the testing of any said bar/coil should continue through to the voltage endurance test or not. Utility and Vendor shall discuss, in detail, precisely what constitutes a failed thermal cycled bar/coil before testing begins.

Voltage Endurance Testing:

The bars/coils shall be subject to the acceptance criteria as outline in IEEE 1553, Section 5.

Note 1: Failure of the insulation system anywhere on the bar/coil, including the semi-con / grading interface is not permitted, this will be considered a fail.

Note 2: The area of the bar/coil that encompasses the semiconducting to grading tape interface shall not show any signs of physical erosion of the grading or semiconducting tape of any kind such as but not limited to, cracking, abrading, flaking, burn through, etc. The interface area shall be defined as the area where the grading tape overlaps the semi-conducting tape, plus up to 3.0 linear inches towards the end winding as followed along the grading tape surface.

Physical erosion of this interface area shall be considered a failure for this bar/coil. Discoloration of this interface area is permitted. There are no exceptions to this qualifying point.

Dissections: Upon completion of the thermal cycling and post-TC testing, a minimum of one bar/coil per lab test shall be dissected and microscopically examined to determine the failure mechanism or to confirm the winding quality. Any delamination within the ground-wall insulation or de-bonding between the conductor strands and the ground-wall insulation and/or turn insulation as well as discoloration in the insulation structure shall result in rejection of the bars/coils.

- a. Delamination is defined as the separation of the ground-wall tape layers due to loss of bonding strength and/or impregnating compound.
- b. De-bonding is defined as the lack of adhesion between the layers in an insulation system due to improperly cured resins or lack of resin or a fracturing of the crystalline resin in the insulation matrix.
- c. Discoloration is defined as a change in the colour of the insulation structure from the normal translucent brown colour (securely bonded regions) to an opaque white colour (poorly bonded or delaminated regions).

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$1,000,000 subject to Section 2 of the Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

- I. Standard Generator Testing and Assessment: \$42,000
- II. Advance Generator Testing and Assessment: TBD
- III. Additional Generator Tests
 - 1. Wedge Test: \$10,500
 - 2. ELCID Test: \$12,500
 - 3. Iso-Phase Bus Test: \$5,000
 - Additional Day (Mon-Fri): \$ 6,500
 - Additional Day (Sat-Sun): \$ 8,600
- IV. Technical Assistance and Document Review:
 - 1. Hourly Rate: \$215/Hour
 - 2. Expenses: Expenses + 15% Handling Fee
- V. Qualification Testing of 13.8kV stator bars/coils: \$ 60,000 (Does not include any failure analysis and/or repeat testing in case of any failure of the samples)

NOTES:

Pricing is valid to December 31, 2027 and is subject to a 3%/year escalation for following years. All prices listed are before applicable taxes.

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

Consultant may revise the hourly rates each year upon the giving of 30 days' advance written notice to NCPA. If the parties cannot agree to revised hourly rates, NCPA may terminate the Agreement.

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Shahrokh Zangeneh, Chief Commercial Officer

(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

Kinectrics AES Inc.

(Company name)

for contract work at:

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

(Project name and location)

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


(Signature of officer or agent)

Dated this 17th day of July, 20 22.

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

FIRST AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND KINETRICS AES, INC.

This First Amendment ("Amendment") to the Multi-Task Professional Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Kinectrics AES, Inc. ("Consultant") (collectively referred to as "the Parties") as of _____, 2024.

WHEREAS, the Parties entered into a Multi-Task Professional Services Agreement dated effective June 6, 2022, (the "Agreement") for Consultant to provide generator testing and assessment services, as requested by the Agency, at any facilities owned and/or operated by the Agency, or to Agency members, Southern California Public Power Authority (SCPPA) or SCPPA members; and

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

WHEREAS, the Parties now desire to amend the Scope of Services set forth in Exhibit A to the Agreement; and

WHEREAS, the Parties now desire to amend the Compensation Schedule and Hourly Fees set forth in Exhibit B to the Agreement; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

The remainder of Section 2 of the Agreement is unchanged.

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

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

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

KINECTRICS AES, INC.

RANDY S. HOWARD, General Manager

SHAHROKH ZANGENEH, Chief Commercial
Officer

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Kinectrics AES Inc. ("Consultant") shall provide the following services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by NCPA, NCPA Members, SCPPA, and SCPPA Members, including:

- Generator testing and assessment services
- Transmission and distribution field inspection services and testing
- Training
- Other professional services as requested

The generator testing and assessment services are more specifically described as follows:

I. Standard Generator Testing and Assessment;

Perform limited visual inspection and off-line diagnostic testing of one generator stator winding, includes the following:

II. Stator Winding Insulation Resistance and Polarization Index:

Both single phase (A, B, C) and three phase testing (ABC) are required for assessment of the condition of the insulation system at 5 kV.

Testing is a requirement to ensure a minimum insulation condition prior to proceeding with diagnostic testing in accordance with the requirements of IEEE 43. Table 4 of this standard indicates the minimum recommended insulation resistance, in M Ω at 40°C, of the entire machine winding (ABC) of 100 M Ω as a prerequisite for further testing.

III. Stator Winding Capacitance and Dissipation Factor (tan δ) Test:

Typically single-phase testing (A, B, C) is required for assessment of the condition of the insulation system.

Note: An advance Capacitance & Dissipation Factor measurements between phase to phase can also be performed to obtain additional information of the insulation condition. However, in order to perform this test, a higher capacity power supply may be required to energize the winding with additional cost.

Tan δ testing evaluates various factors that influence the performance of the overall electrical insulation. Bridge techniques will be employed to properly measure and assess the extent of pulseless and pseudo glow discharge activity. Testing is performed in accordance with the requirements of IEEE 286 on each phase at up to rated line to neutral voltage.

IV. Stator Winding Off-Line Partial Discharge Testing:

Measurement of the partial discharge quantities Q_{IEC} and Q_M , as well as PDEV and PDIV are required, in the single phase (A, B, C) configuration with coupling capacitors installed at both the line end and neutral end of the winding for simultaneous measurements.

Note: An advance PD measurements for additional cost can also be performed by connecting all three phases together so as to distinguish between the slot and end winding discharges; however in this case a higher capacity power supply is normally required due to high capacitance of the complete machine.

Two different methods of measuring PD will be performed with instrumentation using different frequency ranges and sensitivities to different types of PD activity. Measurements of Q_{IEC} will be performed first, followed by measurements of Q_M .

Off-line partial discharge testing evaluates various factors that influence the performance of electrical insulation associated with electrical discharges near the Line End of the stator winding. Testing is normally performed in accordance with the requirements of IEEE 1434 and/or IEC 60034-27-1.

V. **Stator Winding Electromagnetic (Corona or TVA) Test**

Single phase (A, B, C) testing is required. During testing of each phase, all slots containing a stator coil in either the top or bottom of the slot are scanned. The slots are divided into at least two sections, to allow differentiation of PD originating from each end of the core.

It is recommended that an AC overvoltage voltage test in accordance with IEEE 62.2 7.1.5 of at least 1.10 to 1.25 times the rated line-to-neutral voltage of the machine is performed prior to performing a TVA probe test (for safety). This overvoltage test provides some assurance of the integrity of the winding being tested.

VI. **Stator Winding Ultrasonic Inspection and/or Corona Camera/Corona Scope Inspection of Winding Connection End**

Testing is used to identify locations of PD within the end arm region of a stator winding. A scan of the end arm region of the connection end of the stator is performed using the ultrasonic detector to identify locations of partial discharge. An audio scans can localize areas of partial discharge which are not within line of sight

A corona scope and/or daylight corona camera, can be used to perform limited localization of PD in end winding region and requires direct line of sight.

VII. **Stator Winding Resistance**

Winding resistance testing can detect the presence of any high resistance joints, corrosion, or fractures of the conductors. The DC winding resistance of each phase (A1, A2, B1, B2, C1, C2) is measured using a Kelvin bridge in accordance with the requirements of IEEE 62.2.

VIII. **Stator AC Overvoltage Withstand Test**

AC testing results in the highest stress levels on the insulation system within the slot section of the stator core. Acceptance test levels for new machines are $2E+1$, while typical maintenance levels are 1.25 to 1.50E (E = Rated line to line voltage). Withstand testing provides some assurance that the winding insulation has a minimum level of electrical strength required to successfully operate for the expected design life or certain period of time. Testing is performed on each phase in accordance with the requirements of IEEE

62.2 on each phase for one minute, with the remaining phases grounded. Partial discharge measurements are performed at the withstand voltage level during the test.

IX. Stator Winding DC Ramped Overvoltage Test

DC testing results in the highest stress levels on the insulation system in the end arm region. Typical maintenance levels are 1.25 to 1.50E (E = Rated line to line voltage, AC X 1.7 = DC). Ramp testing provides some assurance that the winding insulation has a minimum level of electrical strength required for continued operation. Testing is performed in accordance with the requirements of IEEE 95 on each phase using a 2 KV/min ramping rate, with the remaining phases grounded.

X. Stator Winding Limited Stator Winding Inspection

Visual Inspection of the stator winding assembly in accordance with the requirements of IEEE 62.2

XI. Additional Generator Tests;

1. Stator Slot Wedge Tightness

The stator Slot Wedge Tightness of the machine will be checked, and areas of concern would be noted. Testing is performed in accordance with the requirements of IEEE 62.2

2. Stator Core Low Energy (EICID) Test

The condition of the interlaminar resistance between stator punchings of the machine core is evaluated. Testing is performed in accordance with the requirements of IEEE 62.2 using a digital EICID test set and findings are recorded.

3. Isolated Phase Bus Test

Perform an AC Hipot of 27 kV for 1 minute (15 kV Class Iso-Phase Bus), followed by measurement of Partial discharge activity at 10.5 kV. Testing is amenable to detecting cracked insulators, moisture, loose connections and mounting hardware, and foreign materials.

XII. Failure Analysis and Other Miscellaneous Technical Assistance

Perform document review for NCPA on an as requested basis.

XIII. Qualification Testing of 13.8kV stator bars and coils in accordance with IEEE 1310, IEEE 1043 and IEEE 1553.

The following qualification testing consisting of Thermal Cycling Test (TCT) in accordance with IEEE 1310 followed by Voltage Endurance Test (VET) in accordance with IEEE 1043 and 1553 is performed on newly manufactured stator bars and coils.:

Note: In case of bars normally five bars are required to perform the qualification test and in case of coils normally three coils are required.

THERMAL CYCLING TEST:

The thermal cycling work to be performed on stator bars/coils consists of:

1. Uncrating and performance of an incoming inspection of the stator bars/coils to ensure that no transit damage has occurred.
2. Perform an initial diagnostic sub-cycle on each stator bar/coil consisting of
 - A) Tap tests on the coils.
 - B) Slot corona protection surface resistance measurement.
 - C) Capacitance, dissipation factor at 0.2, 0.4, 0.6, 0.8, 1.0 Un of rated line to line voltage.
 - D) Partial discharge measurements up to 8 kV or 13.8kV ac rms.
 - E) Dimensional measurements in accordance with IEEE 1310
 - F) Surge testing (coils only): The initial surge testing of the turn insulation will be performed at 40 kV (3.5 p.u.), 100ns as per IEEE 522. The final surge testing will be performed on completion of 500 cycles on thermal cycling. The final turn insulation will be performed at 75% i.e. 30kV on each coil.
3. Performance of thermal cycling test on stator bars/coils as per the requirements of IEEE 1310-1996. Control bar/coil will be used to provide copper temperature measurements and hence to control the thermal cycling process. The thermal cycle profile will be 40°C-155°C-40°C with an average rate of increase/decrease as permitted by IEEE 1310-1996. The number of thermal cycles shall be 500.
4. Perform a diagnostic sub-cycle after 100, 250 and 500 thermal cycles on each bar/coil that has been subjected to thermal cycling. The measurements to be performed as per clause 2 above.

VOLTAGE ENDURANCE TEST:

The voltage endurance test will be performed on bars/coils on successful completion of Thermal Cycling and surge testing in case of coils in accordance to IEEE 1043 and 1553.

The test conditions shall be as follows:

- Bars/coils at 30kV (Schedule 'A') for 400 hours or (Schedule 'B') for 250 hours as per IEEE 1553. Temperature between 90 °C and 130°C (TBD).

Pass/Fail Criteria:

Surge Test (Coils Only):

This is a pass or fail test with no failures permitted.

The waveform from this test is to be compare with the original test to ensure no shorts have developed between turns. A waveshape resulting from any applied surge voltage on any coil that does not match the waveshape on the master coil is considered a fail.

If a failure occurs, the entire lot of bars/coils will be rejected.

The additional expense for dissection and failure analysis will be mutually discussed and agreed upon between Kinectrics and Agency.

Thermal Cycling Test:

During the thermal cycling process, the diagnostic testing of the bars/coils at the 100, 250 and 500 cycle mark will assist in determining how anyone bar/coil is performing as the test is progressing and how anyone bar/coil performed when the test is completed. Based on experience with these diagnostic tests, it will determine if the testing of any said bar/coil should continue through to the voltage endurance test or not. Utility and Vendor shall discuss, in detail, precisely what constitutes a failed thermal cycled bar/coil before testing begins.

Voltage Endurance Testing:

The bars/coils shall be subject to the acceptance criteria as outline in IEEE 1553, Section 5.

Note 1: Failure of the insulation system anywhere on the bar/coil, including the semi-con / grading interface is not permitted, this will be considered a fail.

Note 2: The area of the bar/coil that encompasses the semiconducting to grading tape interface shall not show any signs of physical erosion of the grading or semiconducting tape of any kind such as but not limited to, cracking, abrading, flaking, burn through, etc. The interface area shall be defined as the area where the grading tape overlaps the semi-conducting tape, plus up to 3.0 linear inches towards the end winding as followed along the grading tape surface.

Physical erosion of this interface area shall be considered a failure for this bar/coil. Discoloration of this interface area is permitted. There are no exceptions to this qualifying point.

Dissections: Upon completion of the thermal cycling and post-TC testing, a minimum of one bar/coil per lab test shall be dissected and microscopically examined to determine the failure mechanism or to confirm the winding quality. Any delamination within the ground-wall insulation or de-bonding between the conductor strands and the ground-wall insulation and/or turn insulation as well as discoloration in the insulation structure shall result in rejection of the bars/coils.

- a. Delamination is defined as the separation of the ground-wall tape layers due to loss of bonding strength and/or impregnating compound.
- b. De-bonding is defined as the lack of adhesion between the layers in an insulation system due to improperly cured resins or lack of resin or a fracturing of the crystalline resin in the insulation matrix.
- c. Discoloration is defined as a change in the colour of the insulation structure from the normal translucent brown colour (securely bonded regions) to an opaque white colour (poorly bonded or delaminated regions).

The Transmission and distribution field inspection, training, and testing services are more specifically described as follows:

1. Grounding & Lightning Analysis

Kinectrics can provide turnkey solutions on grounding analysis. This includes, design of new grounding system, performing detailed fault current analysis to calculate the ground fault current, run the gold standard software simulations (CDEGS) to support the engineering analysis, and provide detailed drawings and graphs. Kinectrics grounding engineers have 10+ years of experience in design and modelling of grounding system and also are certified & licensed CDEGS software users. Kinectrics staff are also very involved in IEEE PES working groups with active participation in the IEEE 80 holding a vice chair position in the E6 working group (IEEE 81).

Kinectrics are active participants in these working groups which ensures our clients' results comply with the latest standards which is reflected in Kinectrics offerings. Deliverables for a grounding analysis project includes a technical engineering report which includes:

- Detailed input data and assumption
- Kinectrics methodology which complies with the latest standards
- Fault current analysis
- List of all parameters used as input in the ground grid model
- Reported values for GPR, Step and touch potentials
- Design drawings if required.

Kinectrics is also active in higher frequency studies (such as lightning, transient, and switching) and our offering in this domain has a similar structure to the grounding analysis but at a wider frequency spectrum.

2. Training

Kinectrics provides technical training to support the Transmission & Distribution and Generation energy sector with many areas of specialization. Kinectrics training features professionals who are industry noted experts in their field. Training is structured to be practical to provide the maximum impact on day-to-day work for engineers and technicians. Training ranges from a ½ day session (normally via webinar) to a full week of classroom, supplemented by demonstration. Example training topics covered by Kinectrics includes:

- Arc Flash management and software (ArcPro Software)
- Medium and low voltage cable aging management and testing
- Grounding fundamentals and substation grounding
- Transformer aging management and testing basics
- Lightning basics and mitigation strategies
- Asset management and condition assessment
- IEC 61850: Defining substation communication protocols
- High voltage cable testing
- T&D Equipment Failure Analysis

3. ARC Flash:

Having contributed to the original IEEE 1584 equations, Kinectrics has great experience and has completed both AC and DC arc hazard analysis for many utilities and firms across North America. Kinectrics offers a one stop shop service from data collection to result delivery and training, as well as mitigation measures for component locations with high incident energy levels. Through engineering analysis, using the latest in analytical tools including Kinectrics ArcPro (the only US OSHA endorsed incident energy calculation software), Kinectrics defines inputs for the above variables and computes for the end user, the amount of radiant and convection thermal energy available at sites. Kinectrics can then recommend to clients the protective clothing that is suitable for workers who may be accidentally exposed to electric arcs in their facilities. The Kinectrics advantage is a comprehensive understanding of the necessary input variables, and outputs, of the various computation techniques. Kinectrics' staff understand and can accurately and appropriately apply the requirements of the many industry standards such as IEEE 1584, NESC, NFPA 70E, CSA Z462 CAN/ULC S801 and OSHA on Arc Hazard Assessment. Kinectrics has

successfully completed numerous projects for major North American utilities and has provided advanced technical support for international research and testing projects designed to increase scientific understanding of issues related to arc flash phenomena. The deliverables include detailed arc hazard assessment reports, warning labels for electrical equipment, site specific training for staff, updated SLDs based on as found conditions, optimized protection coordination settings support and arc hazard mitigation consulting.

4. Cable Testing:

Kinectrics performs a full range of laboratory and field cable testing, ranging from low voltage class (less than 1 kV), medium voltage (1 kV to 69 kV) and high voltage (greater than 69 kV – up to 500 kV). Field cable testing is performed for commissioning purposes, for aging management trending, and for post maintenance purposes. Our services are prized for testing when having an independent, 3rd party is desirable or advantageous. Testing abilities include laboratory pre-qualification services in accordance with ANSI/IEEE/AEIC/IEC and other industry consensus standards. Kinectrics is able to perform the work under a wide range of quality standards, ranging from ISO-9001 & ISO10025 to safety related nuclear components. Key support and deliverables include the following:

- Specialized test equipment
- Qualified test personnel
- Technical test reports
- Test equipment support
- Expert witness & Failure Analysis
- Cable life cycle evaluation
- Warranty and extended operation for distribution class cables

5. Field Measurement and Testing

Ground grid Testing:

Kinectrics has a standard methodology for testing substation grounding performance in line with IEEE Standard 81.2 "IEEE Guide for Measurement of Impedance and Safety Characteristics of Large, Extended or Interconnected Grounding Systems". Kinectrics holds a vice chair position within the IEEE 81 working group and actively involved in improving the best practices in the field of ground grid testing.

In summary, the following tests are recommended for testing a typical grounding system:

- Integrity of grounding grid, bonding conductors and fence isolation panels, and coordination with fault levels.
- Soil resistivity Testing. Two tests are usually performed where possible (e.g. north-south direction and east-west direction). These tests will provide sufficient data to assist in the grounding system upgrades for later design work.
- Interconnected station ground impedance and ground potential rise.
- Current splits in overhead ground wires, multi-grounded neutrals and the station ground grid.
- Step and touch potentials in yard, fences and gates, surface stone resistivity and comparison to the safe body withstand.

These tests are also corroborated by modelling using the CDEGS software to ensure their accuracy. The Kinectrics grounding report will identify deficiencies relative to utility best

practices and recommend corrections in priority order. Kinectrics performed many similar grounding studies large utilities in the past 20 years. Our approach, methodology, quality of work, and safety record are well known to our clients.

- **EMF:**

Kinectrics also offers field servicing for measuring the levels of electromagnetic fields near the HV transmission corridor. This involves surveying the area near the ROW with Electric and magnetic sensors. The data collected through field surveys is then verified using the HIFREQ model of the ROW, to corroborate the field data with the detailed transmission line model that accounts for the conductor's geometry, line sag, elevation, spacing, and load current. The model will be then used to estimate any capacitive discharge current that can be present for general public touching floating metallic objects (such as semi-trucks), ensuring there are not any hazardous discharge current near the ROW.

- **IR and Corona:**

For substations, Kinectrics offers services to support predictive maintenance in the areas of infrared and corona imaging. These imaging technologies provide online means of assessing equipment performance by identifying anomalous conditions. Infrared imaging is used to locate and quantify local hot spots which can be precursors to failure. Corona imaging offers similar predictive capability by locating areas of corona discharge. Corona is a luminous, audible discharge that occurs when there is an excessive localized electric field gradient upon an object that causes the ionization and possible electrical breakdown of the air adjacent to this point. This can result in flashover and damage equipment.

- **Field Testing of Bucket Trucks:**

Kinectrics offers testing of aerial lifts typically used for work in proximity to high voltage lines. The equipment involved includes insulating boom sections, chassis insulating systems, insulating liners, and upper control components. Industry safety standards are used to help make sure aerial lift devices are tested properly. Kinectrics adheres to various global standards, mainly in the US ANSI/SAIA A92.2 – 2021 and OSHA 1910.67, but additionally IEC 61613 and IEEE/NETA/CSA requirements. Kinectrics utilizes a DC Hipot tester with capabilities up to 670 kV_{DC}. Class A trucks are typically limited to 500 kV_{AC}. This mobile test set is suitable for aerial lift testing on bucket trucks in the field. Kinectrics' ability to test in the field reduces downtime for actively deployed trucks and prevents long delays in shipping trucks to a test lab. Both reducing downtime and avoiding truck shipping costs yields cost savings for our customer base.

- **Transformer Testing:**

Kinectrics provides complete transformer testing and consulting services in the North America to ensure the safe, reliable, and effective commissioning, operation and aging management of power transformers. Our support also includes technical consulting and oversight for transformer procurement. Specific support possibilities include

- **Commissioning Support:**

On-site Routine Testing and advance testing including Frequency Response Analysis / Power factor testing / On-site Partial Discharge testing / Dielectric Frequency Response – insulation dryness

- **Factory Testing Support:**

Test witnessing / Heat run /dissolved gas analysis testing / Frequency Response Analysis baseline / Dielectric Frequency Response / Insulation dryness / Recurrent surge generator (LV impulse) / Partial Discharge (PD) testing / PD localization testing / Failure Mode Effects Analysis / Material failure analysis / Frequency response stray losses

- **Design:**

Design reviews / Impulse voltage distribution calculations / Short-circuit calculations / Dielectric (insulation) design calculations / Thermal calculations / Material selection assistance / Component testing

- **Partial Discharge Testing:**

Kinectrics' technical support for transformer PD measurement includes: Performing on-line electrical PD testing / Custom-built bushing tap sensors / Acoustic PD testing including PD localization / source mapping / PD phase-resolved pattern analysis; pulse-height analysis / Classification mapping to separate corona, noise and multiple PD sources / PD & induced voltage testing or witness in the field / factory Customized training

- **Oil and Dielectric Fluid Analysis:**

Kinectrics' accredited Petroleum Products Group's (PPG's) Chemistry Labs provide a full range of assays on transformer, capacitor, Load Tap Changer, and bushing fluids, ranging from routine testing (PCB, General Oil Quality and Dissolved Gas Analysis) to more complex assays (e.g. bio-degradability), to large-scale R&D testing (e.g. aging testing of fluids and insulation materials; material compatibility testing). Kinectrics' advanced oil diagnostics provides early warning of incipient fault conditions and we can follow-up with other testing as required. Kinectrics also provides full turn-key oil processing service, dry outs and degassing, including onsite low frequency heating (LFH) drying.

- **Transformer dry-outs:**

LFH dry-out is a fast, effective, and efficient moisture removal technology for mission-critical power transformer assets that reduces down-time and expedites return-to-service. LFH, coupled with coordinated application of deep vacuum, is the most effective and fastest insulation dry-out technique available for field use. The insulating paper is heated directly by circulating current in the windings. Kinectrics' LFH/Vacuum Insulation Dry-Out System is the most powerful mobile system in North America offering the fastest and most effective process for field-drying transformer insulation, achieving excellent results in days – not weeks or months.

6. Equipment Evaluation

Kinectrics can support utilities and asset owners by performing 3rd party independent testing for qualifying equipment designs and applications. These qualification tests include electrical, mechanical, chemical, seismic, environmental, and fire ignition testing.

Kinectrics has supported California utilities with testing and qualification of equipment according to CalFire standard. Electrical testing ranges from rudimentary resistance and insulation testing to more advanced testing such as withstand with partial discharge, corona, IR thermography. Kinectrics can also facilitate remote and in person witnessing for the asset owners.

Kinectrics ISO 17025 qualification for most labs brings a peace of mind to our clients by incorporating the best quality programs when performing such tests. Also, our lead engineers are experts when dealing with the ANSI/ IEEE and IEC, and other international standards applicable to various equipment qualification test procedures. Kinectrics can

help asset owners select the most suitable test procedures for qualifying the equipment to assure the highest level of reliability and the lowest cost of ownership.

Kinectrics also supports condition evaluation of aging equipment assets, especially for transformers, cables, overhead conductors and accessories, towers, substation equipment and ground grid. Proper condition assessment of assets supports capital planning and optimizes repair and replacement intervals for these critical assets. Kinectrics un-biased evaluation principles enables us to use the best condition assessment tool and is not based upon a special product or service offering.

7. Electric Induction Study/Analysis

Large scale metallic objects (such as pipelines, gas lines, or a de-energized circuit) in proximity of ac power lines will experience induced voltages that can be very hazardous to the maintenance crew and/or cause corrosion over time. The induced voltage is nonlinearly proportional to the exposure length, the distance between the metallic objects and power lines, and linearly proportional to the net current flowing into the power lines. To properly study the effect of induced voltages, both load and fault conditions can be investigated. During fault conditions, the net current flowing in the power lines is substantially higher yet very short in duration (few hundreds of seconds). This short duration highly imbalanced current causes induced voltages that can exceed the allowable safe touch potential limits specified in IEEE Std 80. Coordination studies can assure the safety of staff conducting maintenance on these assets and the public that could possibly touch these metallic objects near the residential areas. During load conditions on the other hand, smaller induced voltage will be present. However, depending on the length of parallelism and magnitude of the current, the induced voltage could be higher than allowable limits. Other examples of such studies include performing maintenance on a de-energized circuit next an energized circuit. Depending on location of the work grounds and length of parallelism, the maintenance crew can get exposed to hazardous voltages. Output of these studies includes a technical report which outlines the assumptions, modelling parameters, investigated scenarios, and voltage and current profiles, and lists mitigation solutions to achieve coordination.

8. Cathodic Protection Services:

- Review existing gas pipeline cathodic protection system drawings and documentation, and previous surveys and reports completed by third-party consultants.
- Conduct end-to-end close interval cathodic protection system survey of existing gas pipeline facilities, evaluate the system's adequacy and effectiveness and make recommendations for improvement. Survey shall include inspection of all test stations and include AC and DC measurements.
- Evaluate induced AC/DC current interference in congested urban corridor which includes multiple underground utilities, third-party impressed current systems, overhead high voltage power lines, and light rail transportation. Make recommendations for mitigation and a monitoring program.
- Design/recommend repair to or relocation of existing testing and monitoring stations. Design other CP system components, such as polarization cell replacement (PCR) devices, corosometers, test coupons, and sacrificial anodes.
- Engineer standard cathodic protection installation designs for use at multiple locations throughout the natural gas pipeline system. Create detailed drawings with bills of material

(BOM), including part numbers, quantities and dimensions with sufficient detail to procure materials and complete installation.

- Troubleshoot pipe and cable locating issues which may be caused by interference from third-party facilities.
- Perform an overall evaluation of the CP system and provide recommendations for any design and/or system improvements.

9. LineVue Services

The Kinectrics LineVue is a non-destructive inspection device that is used to assess the condition of overhead conductors with steel cores (i.e., ACSR and ACSS) and shield wires in the field. Two (2) sensors in the sensor head detect local flaws and measure the remaining cross-sectional area of steel core wires using a magnetic technology.

- Loss of Metallic Cross-Sectional Area (LMA) Inspection: Quantitatively measures the remaining steel area caused by corrosion and wear over ~ 0.75 m (2-3 ft) length with an accuracy of +/- 5%.
- Localized Flaw (LF) Inspection: Qualitatively detects discontinuities (local flaws) such as broken steel wires and corrosion pitting.

Kinectrics will provide the following items:

- Kinectrics will make available one (1) Transmission LineVue and one (1) operator to inspect conductors on HV lines for consecutive business days.
- Preparation of Transmission LineVue at Kinectrics to ship to the desired testing location
- All costs associated with the return shipment of Transmission LineVue
- All costs associated with transport of Transmission LineVue while at site.
- Labor costs for the operator(s) while at site.
- All accommodations, meals and travel for Kinectrics' operator(s) while at site.

One all-inclusive report will be issued for all phase conductor (or shield wires) tested. The report will include:

- Data analysis and interpretation
- Preparation of mini reports for each phase conductor (or shieldwire)
- Kinectrics will include Summary section that will summarize all findings of all conductors tested.
- One (1) mini report (4-page) for each phase conductor (or shieldwire) that exhibits signs of corrosion.
- One (1) mini report (1 or 2-page) will be prepared for each phase conductor (or shieldwire) that do not exhibit signs of corrosion.

10. LineVue lease

As an alternative option to the service support outlined in the previous section, Kinectrics can offer the leased and licensed Technology including the following:

- Transmission LineVue® System version 3.0 (equipment)
- LineVue® Software Version 4.28
- LineVue® Ground Base Controller & supporting software Version 3.0.1 (includes one laptop computer and operating system software)
- LineVue® Receiver, antenna, data acquisition system software Version 3.0.1
- Shipping Cases
- Contingency Spare Parts
- Operation and Maintenance Manual

Other Professional Services are more fully detailed as follows:

General Consulting Services

Kinectrics can provide a wide array of general consulting in a variety of topical areas. Our component and testing specialist can assist in a wide area of tasks, especially when a third-party objective perspective is desired. Specific areas of consulting support include:

- Relay performance, design, and operation review
- Protection and control logic and adequacy
- Transformer procurement specification and oversight
- Arc Flash management and prevention
- Grounding adequacy and design review
- Cable design specifications
- Independent failure analysis review
- Expert witness
- Component design reviews
- Generator and motor procurement

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:

Generator testing and assessment services:

- I. Standard Generator Testing and Assessment: \$42,000
- II. Advance Generator Testing and Assessment: TBD
- III. Additional Generator Tests
 - 1. Wedge Test: \$10,500
 - 2. ELCID Test: \$12,500
 - 3. Iso-Phase Bus Test: \$5,000
 - Additional Day (Mon-Fri): \$ 6,500
 - Additional Day (Sat-Sun): \$ 8,600
- IV. Technical Assistance and Document Review:
 - 1. Hourly Rate: \$215/Hour
 - 2. Expenses: Expenses + 15% Handling Fee
- V. Qualification Testing of 13.8kV stator bars/coils: \$ 60,000 (Does not include any failure analysis and/or repeat testing in case of any failure of the samples)

Pricing is valid to December 31, 2027 and is subject to a 3% per year escalation for following years. All prices listed are before applicable taxes.

Transmission and distribution field inspection services, testing, training, and other professional services:

The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Category	Hourly rate (USD) Fiscal Year 2023	Hourly rate (USD) Fiscal Year 2024	Hourly rate (USD) Fiscal Year 2025
Principal Lead Electrical Engineer	\$200	\$206	\$212.18
Senior Non-Lead Electrical Engineer	\$182	\$187.46	\$193.08
Project Manager	\$161	\$165.83	\$170.80
Lead Field Technologist	\$151	\$155.53	\$160.20
Non-Lead technologists	\$137	\$141.11	\$145.34
Specialty Technical Advisors	\$276	\$284.28	\$292.81

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

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




Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: SEL Engineering Services, Inc. – First Amendment to Five-Year Multi-Task Professional Services Agreement for Protective Relay and Automation Design, Testing and Commissioning Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Michael DeBortoli 	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 24-121 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Professional Services Agreement with SEL Engineering Services, Inc. for protective relay and automation design, testing and commissioning 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 \$1,500,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Protective relay and automation design, testing and commissioning services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five year Multi-Task Professional Services Agreement with SEL Engineering Services, Inc. effective March 1, 2021, for use at all NCPA, NCPA Members, SCPPA, and SCPPA Member facilities.

NCPA is currently utilizing SEL for the protective relay upgrade projects at both the CT1 Alameda and CT1 Lodi facilities. The agreement has run out of funds. NCPA desires to increase the NTE from \$1,000,000 to \$1,500,000 for the remainder of the original agreement term expiring March 1, 2026.

NCPA has an agreement in place for similar services with Gannett Fleming.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

This item will be presented to the Facilities Committee for review at its December 4, 2024 regular meeting.

This item will be presented to the Lodi Energy Center Project Participant Committee for review at its December 9, 2024 regular meeting.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 24-121
- Multi-Task Professional Services Agreement with SEL Engineering Services, Inc.
- First Amendment to Multi-Task Professional Services Agreement with SEL Engineering Services, Inc.

RESOLUTION 24-121

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH SEL ENGINEERING SERVICES, INC.

(reference Staff Report #261:24)

WHEREAS, protective relay and automation design, testing and commissioning services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, NCPA and SEL Engineering Services, Inc. entered into a Multi-Task Professional Services Agreement effective March 1, 2021, to provide such services; and

WHEREAS, NCPA is currently utilizing SEL for the protective relay upgrade projects at both the CT1 Alameda and CT1 Lodi facilities. The agreement has run out of funds. NCPA desires to increase the NTE from \$1,000,000 to \$1,500,000 for the remainder of the original agreement term expiring March 1, 2026; and

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 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 a First Amendment to the Multi-Task Professional Services Agreement with SEL Engineering Services, Inc., with any non-substantial changes as approved by the NCPA General Counsel, increasing the not to exceed amount from \$1,000,000 to \$1,500,000, with no change to the contract term, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



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

This Professional Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and SEL Engineering Services, Inc., a corporation with its office located at 2350 NE Hopkins Court, Pullman, WA 99163 ("Consultant") (together sometimes referred to as the "Parties") as of March 1, 2021 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

2.3 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement. All quoted prices are exclusive of any sales, use, value-added or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing as long as the taxes are reasonably estimated and provided to Agency when Consultant

responds to a request for a bid or quote, or in writing in response to a request for Services from Consultant.

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

4.2.2 Automobile Liability. Consultant shall maintain automobile liability insurance form CA 0001 (current edition) for the term of this Agreement covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle (symbol 1), whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with

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

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

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

4.4 All Policies Requirements.

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

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

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

4.4.4 Additional Certificates and Endorsements. If Consultant provides services to Agency members, SCPPA and/or SCPPA members,

Consultant shall provide certificates of insurance and policy endorsements, as referenced in Section 4.4.1, naming the specific Agency member, SCPPA or Agency member for which the Services are to be performed.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

5.3 Limitation of Liability. Notwithstanding any other term in this Agreement, Consultant's liability to Agency or its insurers for any loss or damage regarding this Agreement shall be limited as follows: (i) for those claims covered by an

insurance certificate required under Section 4 of this Agreement, Consultant's liability shall be limited to the amount of the applicable insurance; and (ii) for all other claims, except those arising as a result of Consultant's violation of applicable law or patent infringement, Consultant's liability shall in no event exceed \$1,000,000 for each claim whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall either party be liable for any special, incidental, consequential or punitive damages, including without limitation any loss of profit or revenues, loss of use of associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs or claims of Agency's customers for such damages.

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

- 8.4.1** Immediately terminate the Agreement;
- 8.4.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.4.3** Retain a different consultant to complete the Services not finished by Consultant; and/or
- 8.4.4** Charge Consultant the difference between the costs to complete the Services that are unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. Consultant hereby agrees to deliver those documents to the

Agency upon termination of the Agreement. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents. Notwithstanding the above, Consultant's Confidential Information (as defined below) and all intellectual property, including patents, copyrights, trademarks, trade secrets, and other proprietary information incorporated into, or provided in conjunction with, the Services (collectively, "Consultant IP") shall not be deemed "works made for hire" for Agency, Agency members, SCPPA, and SCPPA members (each a "Licensee"), and shall remain the exclusive property of Consultant. Consultant hereby grants to each Licensee a perpetual, worldwide, royalty-free, non-exclusive, non-transferable, personal, irrevocable, limited license to use, copy and modify Consultant IP for Licensee's internal business purposes, including the use, operation, maintenance, and repair of the Services and all parts or portions thereof, and including such work by Licensee's employees, agents, contractors, or consultants on such Licensee's behalf ("License"). Consultant IP shall not be used for any other purpose without first obtaining Consultant's written consent. For the avoidance of doubt, a Licensee may assign its License in connection with the sale or other disposition of substantially all of the assets of Licensee's business or substantially all of the goods or other deliverables obtained by such Licensee under this Agreement. Notwithstanding any other provision of this Agreement, each License shall survive the termination or expiration of this Agreement. Subject to this Section 9, Consultant shall provide Agency relay settings and supporting documentation, including supporting calculations, pertinent fault study results, overcurrent coordination curves, and similar information, in Microsoft Word, Adobe Acrobat, and/or SEL-5030 ACSELERATOR QuickSet format, as applicable.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or other documents evidencing or relating to charges for Services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Agreement. Please note: As Consultant is a privately held company it can allow audits of time and expense projects, however, as long as such restriction is allowed under California law, Consultant does not provide breakdown of its fixed price or lump sum contracts, and does not reveal the components that make up its hourly rate.

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

SEL Engineering Services, Inc.
Attention: Contracts & Risk
2350 NE Hopkins Court
Pullman, WA 99163-5603
selcontracts@selinc.com
509-332-1890

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide services to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this Section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

Section 11. WARRANTY FOR GOODS. Consultant warrants that goods, equipment, supplies, or other materials provided pursuant to this Agreement (for purposes of this Section 11, "Goods") are free from defects in material, design, and workmanship for ten (10) years after completion or delivery of the Goods, including Consultant-manufactured control enclosure structures and panels. Such warranty shall be for ten (10) years after delivery for Fault Indicator and Sensor Division goods. This warranty is conditioned upon storage, installation, connection, operation and maintenance of Goods consistent with Consultant's manual provided to Agency in writing. If during the term of this Agreement or the applicable warranty period specified above, any Goods used or provided by Consultant under this Agreement fail due to defects in material, design, and/or workmanship or other breach of this Agreement, Consultant shall, upon any reasonable written notice from Agency, replace, reperform, or repair the same to Agency's satisfaction. This warranty shall be void in its entirety if Agency modifies the Goods without prior written consent to and subsequent approval of any such modifications by Consultant. If any Goods fail to conform to this warranty, Agency properly notifies Consultant of such failure and Agency returns the Goods to Consultant factory for diagnosis (and pays all expenses for such return), Consultant shall correct any such failure by, at its sole discretion, either repairing any defective or damaged Goods or part(s) thereof, or making available, freight prepaid, by Consultant (Carriage Paid To (CPT) customer's place of business) any necessary replacement part(s) or Good(s). Any Goods repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period.

11.2 Warranty for Services. Consultant shall perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant shall reperform (or, at Consultant's option, pay a third party to reperform) any defective services at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original services.

11.3 General Warranty Provisions. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), EXCEPT TITLE AND PATENT INFRINGEMENT. Consultant shall, whenever possible, pass the original manufacturer warranty to Agency for non-Consultant products.

SIGNATURES ON FOLLOWING PAGE

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

NORTHERN CALIFORNIA POWER AGENCY

Date 3/1/21



RANDY S. HOWARD,
General Manager

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

SEL ENGINEERING SERVICES, INC.

Date 1-28-21



JOSEPH NESTEGARD,
Treasurer

EXHIBIT A

SCOPE OF SERVICES

SEL Engineering Services, Inc. ("Consultant") shall provide protective relay and automation design, testing and commissioning services as requested by the Northern California Power Agency ("Agency") at any Facilities owned or operated by NCPA, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Protective Relay and Automation Design
- Testing Services
- Commissioning Services
- Training

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Time and Expense Additional Work

SEL Engineering Services, Inc. (SEL ES) will perform additional work on a time and expense (T&E) basis, unless the Customer and SEL ES agree on other arrangements. The party identifying a potential change in scope will request the change of scope to the other in writing (fax, email, or letter). SEL ES will identify any budget or schedule impact and submit it for approval. SEL ES will proceed with the work as soon as SEL ES receives written approval, in accordance with established contract provisions.

Work performed on a T&E basis will be in accordance with the schedule of charges shown in the T&E Rate Tables (below), **unless specifically modified in a Purchase Order.**

T&E Rate Tables (USD) - SEL ES reserves the right to review and increase SEL ES hourly rates by up to 3% annually after providing no less than 60 days' notice to Agency.

Role	Weekday (per hour)	Weekday Overtime (per hour)	Saturday (per hour)	Sunday/ Holiday (per hour)	Travel (per hour)	Travel Expenses
Consultant Principal Engineer	\$285	\$428	\$428	\$570	\$285	Cost + 10%
Senior Engineer	\$210	\$315	\$315	\$420	\$210	Cost + 10%
Project Engineer III	\$175	\$263	\$263	\$350	\$175	Cost + 10%
Project Engineer II Senior Specialist Senior Relay Commissioning Technician	\$160	\$240	\$240	\$320	\$160	Cost + 10%
Project Engineer I Specialist III Relay Commissioning Technician III Project Controller II & III Senior Designer	\$140	\$210	\$210	\$280	\$140	Cost + 10%
Designer III Specialist II Project Controller I	\$125	\$188	\$188	\$250	\$125	Cost + 10%
Associate Project Engineer Relay Commissioning Technician II Field Service Technician III	\$120	\$180	\$180	\$240	\$120	Cost + 10%
Designer II Specialist I	\$115	\$173	\$173	\$230	\$115	Cost + 10%
Designer I Relay Commissioning Technician I	\$95	\$143	\$143	\$190	\$95	Cost + 10%
Drafter Account Administrator III Field Service Technician II	\$85	\$128	\$128	\$170	\$85	Cost + 10%
Account Administrator I & II Administrative Field Service Technician I Engineering Intern	\$75	\$113	\$113	\$150	\$75	Cost + 10%

Cybersecurity and Networking T&E Rates (USD)						
Role	Weekday (per hour)	Weekday Overtime (per hour)	Saturday (per hour)	Sunday/ Holiday (per hour)	Travel (per hour)	Travel Expenses
Security Engineer	\$220	\$330	\$330	\$440	\$220	Cost + 10%
Senior Security Specialist	\$185	\$278	\$278	\$370	\$185	Cost + 10%
Security Specialist	\$175	\$263	\$263	\$350	\$175	Cost + 10%

For projects in the U.S., all quoted prices are exclusive of any sales, use, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

The following details apply to the T&E Rate Tables:

- The Customer is to reimburse SEL ES for travel expenses at cost plus 10% for expenses such as airline tickets, meals, lodging, rental car, parking, and fuel (where applicable). Airline tickets are at the coach rate to the commercial airport nearest the work site; business rates apply for international travel.
- The T&E rate is the charge per person, per hour. Typical working hours are 8 a.m. to 6 p.m., Monday through Friday. Lunch shall be up to 60 minutes with two 15-minute breaks each day. Onsite work outside of typical working hours shall be agreed upon between the Customer and SEL ES in advance and be subject to additional charges.
- Overtime is defined as time in excess of 8 hours per day or any hours worked Saturday or Sunday. Overtime will be billed at the rates shown in the T&E Rate Tables (above).
- Time spent by SEL ES personnel on site while waiting standby, training, or traveling to and from the site will be considered billable time.
- Onsite T&E invoices will include billable project administration and project management time not performed on site.
- The hourly rates quoted include the use of personal computers loaded with Microsoft Office, Lotus Notes, MATLAB, Mathcad, AutoCAD, MicroStation, and SEL software used in the preparation, documentation, and processing of settings for SEL products.
- SEL ES does not bill for long-distance telephone, fax, low-volume copying, and document shipping charges.
- Hourly rates are valid for work performed within one year of the proposal date.
- Holidays observed for U.S. Offices include: New Year's Day (observed), Memorial Day, Independence Day (observed), Labor Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day (observed).

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

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

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I, Joseph N. Stegand

(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

SEL Engineering Services, Inc.

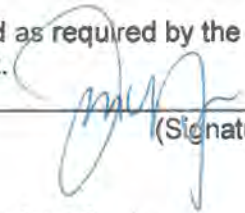
(Company name)

for contract work at:

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

(Project name and location)

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



(Signature of officer or agent)

Dated this 28 day of Jan., 20 21.

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.



FIRST AMENDMENT TO MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND SEL ENGINEERING SERVICES, INC.

This First Amendment ("Amendment") to the Multi-Task Professional Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and SEL Engineering Services, Inc. ("Consultant") (collectively referred to as "the Parties") as of _____, 2024.

WHEREAS, the Parties entered into a Multi-Task Professional Services Agreement dated effective March 1, 2021, (the "Agreement") for Consultant to provide protective relay and automation design, testing and commissioning services at all NCPA, NCPA Member, Southern California Public Power Authority (SCPPA) and SCPPA Member facilities; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$1,000,000.00 to a NOT TO EXCEED amount of \$1,500,000.00; and

WHEREAS, the Agency now desires to amend Section 10.7 Contract Administrator to update the Agency's representative; 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 ONE MILLION FIVE HUNDRED THOUSAND** dollars (\$1,500,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

2. **Section 10.7 Contract Administrator** is amended and restated to read in full as follows:

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

//

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

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

RANDY S. HOWARD, General Manager

Date: _____

SEL ENGINEERING SERVICES, INC.

JEREMY NICKELS, VP of Finance

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel




15

Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: Atlas Copco Compressors, LLC – Five-Year Multi-Task General Services Agreement for Air Compressor and Motor Maintenance Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

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

RECOMMENDATION:

Approve Resolution 24-122 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with Atlas Copco Compressors, LLC for air compressor and motor maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Various air compressor and motor maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases.

NCPA has agreements in place for similar services with Cisco Air Systems, Dahl-Beck, Industrial Electric, Martech and Sulzer Turbo.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$2,000,000 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 November 6, 2024 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On November 4, 2024 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-122
- Multi-Task General Services Agreement with Atlas Copco Compressors, LLC

RESOLUTION 24-122

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH ATLAS COPCO
COMPRESSORS, LLC**

(reference Staff Report 262:24)

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

WHEREAS, Atlas Copco Compressors, LLC is a provider of these services; and

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

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 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 \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ATLAS COPCO COMPRESSORS, LLC**

This Multi-Task General Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Atlas Copco Compressors, LLC, a limited liability company with its office located at 48430 Milmont Drive, Fremont, CA 94538 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

mobile equipment to the extent coverage may be excluded from general liability insurance.

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

- 4.3 Professional Liability Insurance.** Not Applicable.

- 4.4 Pollution Insurance.** Not Applicable.

- 4.5 All Policies Requirements.**

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

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

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

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

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

- 4.6 Contractor's Obligation.** Contractor shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Work

are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this Agreement. Contractor shall also ensure that all workers involved in the provision of Work are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under this Agreement.

9.4 Confidential Information and Disclosure.

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

site. All materials and supplies used by Contractor in the Work shall be new and in good condition.

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

Section 11. WARRANTY.

- 11.1 Nature of Work.** 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.** Unless specified otherwise by Contractor in its written quotation regarding the particular Product, the above-stated warranty shall expire fifteen (15) months from the date of shipment from Contractor to Agency or twelve (12) months from date of initial start-up of the Product, whichever expires first. Notwithstanding the foregoing, in the event the Product is a part (spare part/ replacement part), the above-stated warranty shall expire ninety (90) days from the date Agency receives the part. The warranty expressly excludes the effects of normal wear and tear. In the event Agency and Contractor have agreed that Contractor will provide installation, start-up or other service in connection with the order, Contractor warrants that the service will be performed in a workmanlike manner; this warranty shall expire thirty (30) days after the service is performed. Contractor warrants that any service performed by Contractor is performed in a workmanlike manner; unless specified otherwise by Contractor in its written quotation, this warranty shall expire thirty (30) days after the date Contractor performs the particular service activity. If Contractor provides parts in connection with the service, Contractor warrants that the parts are free of defects in material and workmanship; this warranty shall expire ninety (90) days from the date Contractor provides such part, unless specified otherwise by Contractor in its applicable written quotation. If service (and/or parts provided in connection therewith) does not meet the above-stated warranties, Agency shall promptly within the applicable above-stated warranty period notify Contractor in writing. Contractor shall at its option (i) re-perform the non-conforming portion of the service and (if applicable) repair or (at Contractor's option) replace the nonconforming part, or (ii) provide a refund allocable to the nonconforming portion of the service/part. Contractor will determine at its sole discretion which of the above-mentioned options (re-performance, repair, replacement, or refund.) Contractor will take.
- 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.

- 11.4** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE), AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. CORRECTION OF NONCONFORMITIES IN THE MANNER AND WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER.

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

Atlas Copco Compressors, LLC
Attention: Ryan Johnson
48430 Milmont Drive,
Fremont, CA 94538

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

shall control. In the case of any conflict between the terms of a Purchase Order and the Contractor's Proposal, the Purchase Order shall control.

- 13.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 13.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 13.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Contractor provide Work to an Agency member, SCPPA or SCPPA member (collectively for the purpose of this section only "Member") pursuant to Section 1.4, the parties recognize that such Member may be a third party beneficiary solely as to the Purchase Order and Requested Work relating to such Member.
- 13.16 LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF PRODUCTS OR SERVICES, DOWNTIME COSTS, AND DELAY COSTS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE (regardless of whether such damages are characterized as arising out of breach of warranty, tort, contract, or otherwise). WITH THE EXCEPTION OF CONTRACTOR'S THIRD PARTY INDEMNIFICATION OBLIGATIONS, INSURABLE CLAIMS, FRAUD, AND BREACH OF CONFIDENTIALITY, THE TOTAL LIABILITY OF EITHER PARTY IN THE AGGREGATE (ARISING OUT OF OR RELATED TO THE PRODUCTS, SERVICE, CONTRACT, AND/OR BREACH OR PERFORMANCE OF CONTRACT) SHALL BE LIMITED TO THE ACTUAL PURCHASE PRICE AMOUNT RECEIVED BY CONTRACTOR FROM AGENCY FOR THE PRODUCT/SERVICE INVOLVED IN THE CLAIM (regardless of whether such damages are characterized as arising out of breach of warranty, tort, contract, or otherwise).
- 13.17 INTELLECTUAL PROPERTY.** No patents, copyrights, trademarks, or other intellectual property is being sold, assigned, or otherwise transferred to Agency. Without limiting the generality of the foregoing, Contractor shall retain and own all right, title and interest in and to all inventions, discoveries, know-how, works of authorship, drawings, designs, processes, and ideas developed, discovered or conceived by Contractor or its employees, including but not limited to those developed, discovered, and/or conceived in connection with the manufacture of the ordered Products. It is expressly acknowledged that no drawings, designs,

specifications, or anything else provided by Contractor to Agency shall be deemed to be "work made for hire" as that term is used in connection with the U.S. Copyright Act. Without limiting the generality of the foregoing, all intellectual property rights (including but not limited to copyright) in and to any and all drawings and designs provided by Contractor in response to an Agency requirement or request are and shall remain owned by Contractor (and/or Contractor's affiliate or other third party who is Contractor's licensor, if applicable). Contractor reserves all rights and waives no claims.

13.18 FORCE MAJEURE. Contractor shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, regional strike or other concerted action of workmen, , compliance with import or export regulations, insurrection or riot, embargo, In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay. Agency shall not be liable for any loss, damage or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, cyber or other malicious attack against itself or its financial institutions, riot or pandemic. In the event of a delay including but not limited to a delay in payment due to any such cause, the date of delivery or payment will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

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

NORTHERN CALIFORNIA POWER AGENCY

ATLAS COPCO COMPRESSORS, LLC

Date _____

Date _____

RANDY S. HOWARD,
General Manager

ALFREDO PICCOLO,
General Manager / VP USA West Region

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

Atlas Copco Compressors, LLC ("Contractor") shall provide air compressor and motor related maintenance services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Air compressor maintenance
- Dryer maintenance
- CDA system air audits
- Replacement of CDA equipment
- Motor maintenance

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:

Atlas Copco Compressors Northern and Central CA Customer Center Labor Rates

Size 1 Oil flooded units and Size 1 Z units and associated dryers:

Normal business hours: \$175.00 an hour portal to portal

Overtime: \$262.50 an hour portal to portal

Double time / Holidays: \$350.00 an hour portal to portal

Size 2 Oil free units and Size 2 GA units and associated dryers:

Normal business hours: \$200.00 an hour portal to portal

Overtime: \$300.00 an hour portal to portal

Double time / Holidays: \$400.00 an hour portal to portal

Crepelle / ZH

Normal business hours: \$240.00 an hour portal to portal

Overtime: \$360.00 an hour portal to portal

Double time / Holidays: \$480.00 an hour portal to portal

Note:

Mileage is charged @ current IRS rates

Gas Surcharge \$30.00

Regular business hours are 7:30am – 4pm, Monday through Friday

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(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

Atlas Copco Compressors, LLC

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 ____.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)




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Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: RAM Mechanical, Inc. – Five-Year Multi-Task General Services Agreement for General T&M Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Michael DeBortoli 	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"/>
<i>If other, please specify</i>		
<hr/>		
<hr/>		

RECOMMENDATION:

Approve Resolution 24-123 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with RAM Mechanical, Inc. for general T&M maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Various routine, recurring and usual T&M maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA has utilized this vendor in the past, and has a good working relationship with this vendor. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases.

NCPA has agreements in place for similar services with The Boldt Company, Performance Mechanical, TCB Industrial, TNT Industrial and Wagner Mechanical.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$2,000,000 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 November 6, 2024, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On November 4, 2024, the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard".

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-123
- Multi-Task General Services Agreement with RAM Mechanical, Inc.

RESOLUTION 24-123

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

(reference Staff Report 263:24)

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

WHEREAS, RAM Mechanical, Inc. is a provider of these services; and

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

WHEREAS, this activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 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 \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
RAM MECHANICAL, 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 RAM Mechanical, Inc., a corporation, with its office located at 3506 Moore Road, Ceres, CA 95307 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

4.4 **Pollution Insurance.** Not Applicable.

4.5 **All Policies Requirements.**

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4.1 Immediately terminate the Agreement;

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

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

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

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

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

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

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

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

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

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

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

RAM Mechanical, Inc.
Attention: Scott Boyer, GM of Construction
3506 Moore Road
Ceres, CA 95307

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

RAM MECHANICAL, INC.

Date _____

Date _____

RANDY S. HOWARD,
General Manager

LUIS CASTANEDA,
Vice President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A
SCOPE OF WORK

RAM Mechanical, Inc. ("Contractor") shall provide routine, recurring and usual T&M maintenance services under T&M or other compensation as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA members.

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

- Piping
- Hydrotesting
- HRSG maintenance
- Catalyst maintenance
- Underground piping maintenance
- Rotating equipment maintenance
- General maintenance
- Outage support
- Troubleshooting
- Miscellaneous steel work

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:

Effective	July / 1 / 24	to	June / 30 / 25
Millwrights	Regular	Time+1/2	Double
General Foreman	\$137.00 /hr	\$182.00 /hr	\$227.00 /hr
Foreman	\$132.50 /hr	\$175.00 /hr	\$218.00 /hr
Journeyman	\$123.50 /hr	\$162.50 /hr	\$201.00 /hr
Sheetmetal Workers	Regular	Time+1/2	Double
General Foreman	\$132.50 /hr	\$171.50 /hr	\$211.00 /hr
Foreman	\$130.50 /hr	\$169.00 /hr	\$207.00 /hr
Journeyman	\$121.50 /hr	\$155.50 /hr	\$189.50 /hr
Pipefitters	Regular	Time+1/1	Double
General Foreman	\$153.50 /hr	\$202.00 /hr	\$260.00 /hr
Foreman	\$147.50 /hr	\$193.50 /hr	\$247.00 /hr
Journeyman	\$121.50 /hr	\$155.50 /hr	\$192.00 /hr
Safety Coordinator	Regular	Time+1/2	Double
Coordinator	\$ 80.00 /hr	\$115.00 /hr	\$149.00 /hr
Administration	Regular	Time+1/2	Double
Coordinator	\$ 58.00 /hr	\$ 79.00 /hr	\$ 97.00 /hr
Shop Support	Regular	Time+1/2	Double
Laborer	\$ 58.00 /hr	\$ 79.00 /hr	\$ 97.00 /hr

Crew makeup subject to applicable union requirements as defined in Master Agreement between contractor and labor union. Labor Rates Include small tools whose value is less than \$400.00. All other tools will be charged at daily, weekly or monthly rates, depending on time required. Any applicable union requirements, such as subsistence and travel pay, will be charged at cost plus 20% overhead. Travel and subsistence apply to areas over 50-miles away from RMI office. All other costs, such as materials, outside rentals and subcontractors will be charged at cost plus 20% overhead and 5% profit.

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

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

I, _____

(Name of person signing affidavit)(Title)

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

RAM Mechanical, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 __.

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

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)




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Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: RTS Reliability Testing Services, Inc. – Five-Year Multi-Task Consulting Services Agreement for Predictive Maintenance Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 24-124 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with RTS Reliability Testing Services, Inc. for predictive maintenance related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Predictive maintenance related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members. NCPA desires to enter into this agreement so established terms and conditions are in place should this vendor be the successful bidder on future purchases.

NCPA does not have agreements in place for similar services with any other vendors at this time.

FISCAL IMPACT:

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

The costs for services related specifically to the CT Facilities predictive maintenance will be as follows:

Lodi Energy Center:	\$94,188 annually, billed at \$7,849 monthly
CT2 Stig:	\$23,512 annually, billed at \$11,756 semi-annually
CT1 Lodi:	\$13,192 annually, billed at \$6,596 semi-annually
CT1 Alameda:	\$19,316 annually, billed at \$9,658 semi-annually

Total cost for five year term for CT Facilities predictive maintenance: \$751,040

SELECTION PROCESS:

The NCPA staff went out to bid for the predictive maintenance services at NCPA CT Facilities for a five-year term. NCPA reached out to five contractors for bids. Two contractors attended the mandatory bid walk. RTS was the only contractor to submit a bid. Over the last five-year term, RTS has been the designated contractor for these services at NCPA's CT Facilities and has provided comprehensive data and testing results for the CT assets, including oil analysis, vibration data, electrical testing, partial discharge testing, gas imaging and thermal imaging. NCPA has been very happy with RTS' services provided and recommends entering into this agreement for another five-year term.

This is also an enabling agreement available for use by other NCPA Facilities, NCPA Members, SCPPA, or SCPPA Members. 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:

These predictive maintenance activities have already been subject to CEQA equivalent review. The proposed activities of the CT Facilities predictive maintenance are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b) and 15309 (Classes 1 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Alameda County and San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions.

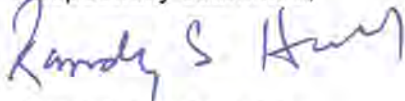
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On November 6, 2024, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On November 4, 2024, 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 24-124
- Multi-Task Consulting Services Agreement with RTS Reliability Testing Services, Inc.

RESOLUTION 24-124

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH RTS RELIABILITY
TESTING SERVICES, INC.

(reference Staff Report 264:24)

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

WHEREAS, RTS Reliability Testing Services, Inc. is a provider of these services; and

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

WHEREAS, these predictive maintenance activities have already been subject to CEQA equivalent review. The proposed activities of the CT Facilities predictive maintenance are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b) and 15309 (Classes 1 and 9 as described in Title 14 of the California Code of Regulations at §§15000 *et seq.*). This project consists of routine, recurring maintenance to the existing equipment listed above. This project will not change the function, size or operation of the equipment. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in Alameda County and San Joaquin County on January 14, 2014. Thus, this project conforms to these exemptions; 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 Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$2,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND RTS RELIABILITY TESTING SERVICES, LLC

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and RTS Reliability Testing Services, LLC, an Arkansas limited liability company, with its office located at 1049 Triad Court, Marietta, GA 30062 ("Consultant") (together sometimes referred to as the "Parties") as of December 6, 2024 ("Effective Date") in Roseville, California.

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

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

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$2,000,000 per each accident, with a self-insured retention or deductible of no more than \$100,000. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

respects and to the same extent as set forth under Section 4, to Agency's satisfaction.

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:

8.4.1 Immediately terminate the Agreement;

- 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.4.3 Retain a different consultant to complete the Services not finished by Consultant; and/or
- 8.4.4 Charge Consultant the difference between the costs to complete the Services that is unfinished at the time of breach and the amount that Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

9.4.4 Handling of Confidential Information. Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or destroy Confidential Information (including all copies thereof), if requested by Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement: (a) for archival purposes in its computer system; (b) in its legal department files; and (c) in files of Receiving Party's representatives where such copies are

necessary to comply with applicable law. Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Contract Administrator.** This Agreement shall be administered by 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.

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

RTS Reliability Testing Services, LLC
Attention: Kevin Nordenstrom
1049 Triad Court
Marietta, GA 30062

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

- 10.11.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
- 10.11.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
- 10.11.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
- 10.11.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
- 10.11.6** The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 *et seq.*
- 10.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, a Purchase Order, or Consultant's Proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and a Purchase Order or the Consultant's Proposal, the Exhibits shall control. In the case of any conflict between the terms of a Purchase Order and the Consultant's Proposal, the Purchase Order shall control.
- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.14 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.15 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signator third parties. However, should Consultant provide Services to an Agency member, SCCPA and/or a SPCPA member (collectively for the purposes of this section only "Member") pursuant to section 1.4, the parties recognize that such Member may

be a third party beneficiary solely as to the Purchase Order and Requested Services relating to such Member.

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

NORTHERN CALIFORNIA POWER AGENCY

RTS RELIABILITY TESTING
SERVICES, LLC

Date _____

Date _____

RANDY S. HOWARD,
General Manager

CHARLES R. SCOTT,
President

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

RTS Reliability Testing Services, LLC ("Consultant") shall provide predictive maintenance testing services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members.

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

- Vibration Testing
- On-Line/Off-Line Motor Analysis
- Infrared Thermographic Imaging
- Airborne Ultrasonic Testing
- Corona Survey
- Lubrication Oil Analysis
- Transformer Oil Analysis
- SF6 Gas Analysis
- Generator & Generator Step Up Transformer Partial Discharge Analysis
- PdM Testing Reporting

List of Subcontractors include the following:

- Industrial Tests, Inc.
- SDMyers, LLC
- Sam Hobson, Inc.
- KenMar

No services 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 tasks, including hourly fees and expenses, shall not exceed amount as set forth in Section 2 of this Agreement. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Specific Pricing for CT Facilities for the predictive maintenance testing services specified in Consultant's proposal dated September 11, 2024, submitted in response to the request for proposals for the CT facilities:

Lodi Energy Center:	\$94,188 annually, billed at \$7,849 monthly
CT2 Stig:	\$23,512 annually, billed at \$11,756 semi-annually
CT1 Lodi:	\$13,192 annually, billed at \$6,596 semi-annually
CT1 Alameda:	\$19,316 annually, billed at \$9,658 semi-annually

If additional work is needed outside of the standard scope of predictive maintenance testing services, the pricing will be agreed upon prior to the time a Purchase Order is issued.

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

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

EXHIBIT C
CERTIFICATION

Affidavit of Compliance for Contractors

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

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

RTS Reliability Testing Services, LLC
(Company name)

for contract work at:

LODI ENERGY CENTER, 12745 N. THORNTON ROAD, LODI, CA 95242
(Project name and location)

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

(Signature of officer or agent)

Dated this _____ 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: December 5, 2024

SUBJECT: Kobelco Compressors America, Inc. – First Amendment to Five-Year Multi-Task General Services Agreement for Off-Site Fuel Gas Compressor Overhaul Related Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Michael DeBortoli <i>MD</i> Assistant General Manager	METHOD OF SELECTION: 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 24-140 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Kobelco Compressors America, Inc. for off-site fuel gas compressor overhaul related services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not to exceed amount from \$200,000 to \$1,000,000 and amending Section 11 – Warranty to add clarifying language regarding equipment warranty as requested by the vendor, with no change to the contract term, for continued use by any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA and SCPPA Members.

BACKGROUND:

Off-site fuel gas compressor overhaul related services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. NCPA entered into a five-year Multi-Task General Services Agreement with Kobelco Compressors America, Inc. effective February 28, 2022, for use by all NCPA, NCPA Members, SCPPA, and SCPPA Member facilities.

NCPA's Lodi Energy Center had a mechanical seal fail on the fuel gas compressor "B" and needs to send the compressor off-site to Kobelco for maintenance. The agreement does not have enough funds to cover these anticipated costs. NCPA now desires to increase the not to exceed amount from \$200,000 to \$1,000,000 to ensure there are sufficient funds for current and future work for the remainder of the agreement term expiring February 28, 2027. Additionally, Section 11 – Warranty is also amended to include clarifying language regarding equipment warranty as requested by the vendor.

Kobelco is the OEM for LEC's fuel gas compressors, and as such, NCPA does not have additional agreements in place for similar services.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

This item will be presented to the Facilities Committee for review at its December 4, 2024 regular meeting.

This item will be presented to the Lodi Energy Center Project Participant Committee for review at its December 9, 2024 regular meeting.

Respectfully submitted,

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

RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 24-140
- Multi-Task General Services Agreement with Kobelco Compressors America, Inc.
- First Amendment to Multi-Task General Services Agreement with Kobelco Compressors America, Inc.

RESOLUTION 24-140

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A FIRST AMENDMENT TO THE MULTI-TASK GENERAL SERVICES AGREEMENT WITH KOBELCO COMPRESSORS AMERICA, INC.

(reference Staff Report #283:24)

WHEREAS, off-site fuel gas compressor overhaul related services are required from time to time for the operation and maintenance of facilities owned and/or operated by the Northern California Power Agency (NCPA), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, NCPA and Kobelco Compressors America, Inc. entered into a Multi-Task General Services Agreement effective February 28, 2022, to provide such services; and

WHEREAS, NCPA's Lodi Energy Center had a mechanical seal fail on the fuel gas compressor "B" and needs to send the compressor off-site to Kobelco for maintenance. The agreement does not have enough funds to cover these anticipated costs. NCPA now desires to increase the not to exceed amount from \$200,000 to \$1,000,000 to ensure there are sufficient funds for current and future work for the remainder of the agreement term expiring February 28, 2027; and

WHEREAS, additionally, Section 11 – Warranty is also amended to include clarifying language regarding equipment warranty as requested by the vendor; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said First Amendment to the Multi-Task General Services Agreement with Kobelco Compressors America, Inc., with any non-substantial changes as approved by the NCPA General Counsel, increasing the not to exceed amount from \$200,000 to \$1,000,000 and amending Section 11 – Warranty to add clarifying language regarding equipment warranty as requested by the vendor, with no change to the contract term, for continued use by any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



**MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
KOBELCO COMPRESSORS AMERICA, 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 Kobelco Compressors America, Inc., a corporation, with its office located at 1450 W. Rincon Street, Corona, CA 92880 ("Contractor") (together sometimes referred to as the "Parties") as of February 28, 2022 ("Effective Date") in Roseville, California.

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

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

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

Section 2. COMPENSATION. Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED TWO HUNDRED THOUSAND** dollars (\$200,000.00) for the Work, which shall include all fees, costs, expenses and other reimbursables, as set forth in Contractor's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Contractor, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

4.3 Professional Liability Insurance. Not Applicable.

4.4 Pollution Insurance. Not Applicable.

4.5 All Policies Requirements.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

- 5.3 Transfer of Title.** Not Applicable.

Section 6. STATUS OF CONTRACTOR.

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.
- 7.4 Monitoring by DIR.** Not Applicable.
- 7.5 Registration with DIR.** Not Applicable.
- 7.6 Prevailing Wage Rates.** Not Applicable.

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 Amendments.** The Parties may amend this Agreement only by a writing signed by both of the Parties.
- 8.3 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor shall survive the termination of this Agreement.
- 8.4 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1** Immediately terminate the Agreement;

- 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 8.4.3 Retain a different Contractor to complete the Work not finished by Contractor; and/or
- 8.4.4 Charge Contractor the difference between the costs to complete the Work that is unfinished at the time of breach and the amount that Agency would have paid Contractor pursuant hereto if Contractor had completed the Work.

Section 9. KEEPING AND STATUS OF RECORDS.

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

proprietary and/or trade secret information. Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

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

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

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

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

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

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

subcontractors who have a need to know in connection with this Agreement.

Section 10. PROJECT SITE.

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

Section 11. WARRANTY.

- 11.1 Nature of Work.** In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Work shall be free from defects in design and workmanship, and that Contractor shall perform all Work in accordance with applicable federal, state, and local laws, rules and regulations

including engineering, construction and other codes and standards and prudent electrical utility standards, and in accordance with the terms of this Agreement.

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

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

- 12.1** Contractor is responsible for acquiring job hazard assessments as necessary to safely perform the Work and provide a copy to Agency upon request.
- 12.2** Contractor is responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of the Work and provide copies of the certified training records upon request by Agency. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.
- 12.3** Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.
- 12.4** Agency, or its representatives, may periodically monitor the safety performance of the Contractor performing the Work. Contractors and its subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from Agency to Contractor under this Agreement at any time when, or for

any Work performed when, Contractor is not in full compliance with this Section 12.

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

Section 13. MISCELLANEOUS PROVISIONS.

- 13.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 13.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

- 13.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 13.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 13.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 13.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

- 13.7 Contract Administrator.** This Agreement shall be administered by Randy Bowersox, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 13.8 Notices.** Any written notice to Contractor shall be sent to:

Kobelco Compressors America, Inc.
Attention: Daisuke Morita
1450 W. Rincon Street
Corona, CA 92878

Any written notice to Agency shall be sent to:

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

With a copy to:

Jane E. Luckhardt
General Counsel

Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

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

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

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

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

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

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

KOBELCO COMPRESSORS AMERICA,
INC.

Date

2/28/2022

Marty Haul for

RANDY S. HOWARD,
General Manager

Date

David Washington

Digitally signed by David Washington
DN: cn=David Washington, o=KCA, ou=AMS,
email=david.washington@kobelco-kca.com, c=US
Date: 2022.02.28 10:56:08 -06'00'

DAVID E. WASHINGTON,
Manager, Aftermarket Sales

Attest:

Carla R. Hill
Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt
Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

Kobelco Compressors America, Inc. ("Consultant") shall provide offsite overhaul services for fuel gas compressor related services as requested by the Northern California Power Agency ("Agency") at any facilities owned or operated by Agency, NCPA Members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

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

- Overhaul services (services to be performed off-site at the Kobelco facility located in Houston, Texas)

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Pricing will be quoted as a turn-key job at the time services are needed.

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

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

NOT APPLICABLE

EXHIBIT C

CERTIFICATION

Affidavit of Compliance for Contractors

I,

(Name of person signing affidavit)(Title)

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

Kobelco Compressors America, Inc.

(Company name)

for contract work at:

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

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20 _____

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

(Company name)

for hazardous materials delivery to:

LODI ENERGY CENTER 12745 N. THORNTON ROAD LODI CA 95242

(Project name and location)

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

(Signature of officer or agent)

Dated this _____ day of _____, 20__.

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

NOT APPLICABLE

EXHIBIT E

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

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

The undersigned hereby certifies and agrees that:

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)



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

This First Amendment ("Amendment") to the Multi-Task General Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Kobelco Compressors America, Inc. ("Contractor" or "Supplier") (collectively referred to as "the Parties") as of _____, 2024.

WHEREAS, the Parties entered into a Multi-Task General Services Agreement dated effective February 28, 2022, (the "Agreement") for Contractor to provide offsite overhaul services at the Kobelco facility located in Houston, Texas, for fuel gas compressor and related services as requested by NCPA for the Agency, NCPA Members, or SCPPA and SCPPA Members; and

WHEREAS, the Agency now desires to amend the Agreement to increase the total compensation authorized by the Agreement from a NOT TO EXCEED amount of \$200,000.00 to a NOT TO EXCEED amount of \$1,000,000.00; and

WHEREAS, the Parties have agreed to amend Section 11, Warranty, to add 11.4; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

The remainder of Section 2 of the Agreement is unchanged.

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2. Section 11 – WARRANTY of the Agreement is amended to add paragraph 11.4, as follows:

11.4 Supplier warrants the Equipment quoted herein to be of proper materials and first class design and workmanship. Should any part of the Equipment prove defective in materials, design or workmanship within the warranty period stated below and should it be clearly found that the defects are caused by Supplier, Supplier will furnish inspection service and repair at Supplier's cost or replace the defective part on the basis of the contractual delivery terms, but the labor cost at the site and other indirect cost, including staff or engineering cost by Purchaser/Owner is not borne by Supplier, provided that the machinery or equipment is operated under normal conditions and further that the proper notification of such defects is made to Supplier within the warranty period and reasonable opportunity is given Supplier to make a complete inspection to determine the extent and cause of such defects. The warranty period is 12 (twelve) months from the date of shipment. Corrosion, erosion and normal wear are out of scope of warranty.

THE ABOVE REMEDIES ARE THE EXCLUSIVE REMEDIES OF THE PURCHASER FOR ANY CLAIM THAT THE EQUIPMENT FAILS TO MEET THE WARRANTY SET FORTH ABOVE. SUPPLIER DOES NOT MAKE ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE OR SPECIAL CIRCUMSTANCE.

The remainder of Section 11 of the Agreement is unchanged.

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

KOBELCO COMPRESSORS AMERICA, INC.

RANDY S. HOWARD, General Manager

**PETER VENIZELOS,
Head of Aftermarket Sales & Engineering**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



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Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: Association Management Solutions, LLC– First Amendment to Three Year Multi-Task Consulting Services Agreement for Conference and Event Planning Services; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members

AGENDA CATEGORY: Consent

FROM:	Jane Cirrincione <i>JC</i>	METHOD OF SELECTION:
	Assistant General Manager	<i>Competitive Pricing Process</i>
Division:	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
Department:	Legislative & Regulatory	

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 24-135 authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task Consulting Services Agreement (MTCSA) with Association Management Services, LLC (AMS) for Conference and Event Planning Services, with any non-substantial changes recommended and approved by the NCPA General Counsel, to extend the term of the Agreement for an additional two year period, increase the total not-to-exceed amount from \$450,000 to \$620,000, and to update the Compensation Schedule, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

NCPA hosts several high-profile policy conferences, meetings, and other agency events throughout the year. These programs enable NCPA's Members and staff to hear from thought-leaders from across the industry on the critical business and resource supply issues of strategic importance to our organization. They also play a key role in and are inextricably linked with our state and federal grassroots advocacy efforts, and provide an invaluable opportunity for our members to engage in the policy process on behalf of NCPA and the communities they serve, while strengthening critical policy and business relationships and coalitions. Moreover, NCPA's events help to establish NCPA as an industry leader by bringing together those who are shaping the electric sector to discuss future and emerging challenges and opportunities.

In 2018, the NCPA Legislative and Regulatory Affairs Committee identified the need for consulting support to facilitate the implementation of agency events that had grown in frequency and attendance over time, and approved a three-year agreement with AMS to provide these services. In 2021, NCPA issued a second RFP for event and conference planning, and again selected AMS based upon its experience and responsiveness to the RFP. AMS' expertise has helped to capture savings in negotiations for event venues, and protects the agency's interests in contracting for conference and meeting space.

NCPA entered into a three-year MTCSA with AMS effective December 22, 2021, for an amount not to exceed \$450,000. This agreement has resulted in numerous successful events over the past three years. This amendment will extend the term of the Agreement for an additional two-year period from the original expiration date of December 21, 2024, to a new date of December 21, 2026. Additionally, the amendment will update the Compensation Schedule to reflect current hourly rates and services and reflect the additional contract term.

FISCAL IMPACT:

The total not to exceed amount of the agreement will increase from \$450,000 to \$620,000 to ensure sufficient funding for the amended contract term. The not-to-exceed limit in the agreement was established to meet NCPA's needs, as well as the potential conference and event management needs of NCPA Members, SCPPA, and SCPPA Members. NCPA expenditures for these services are limited by the amount authorized for conference/event support by the NCPA Commission in the agency's annual budget.

SELECTION PROCESS:

One vendor was selected as a result of a Request for Proposal (RFP) process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from

October 4, 2021 through November 5, 2021. A total of six responses were received and evaluated based on: 1) the quality and thoroughness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) ability to perform the work within the time specified and demonstrated strong project management abilities; and 6) customer references.

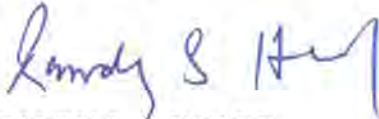
ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The recommendation will be reviewed and discussed by the Legislative and Regulatory Affairs Committee on December 4, 2024.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (3):

- Resolution 24-135
- Multi-Task Consulting Services Agreement with Association Management Solutions, LLC
- First Amendment to Multi-Task Consulting Services Agreement with Association Management Solutions, LLC

RESOLUTION 24-135

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A FIRST AMENDMENT TO THE MULTI-TASK CONSULTING SERVICES
AGREEMENT WITH ASSOCIATION MANAGEMENT SOLUTIONS, LLC**

(reference Staff Report #278:24)

WHEREAS, conference and event planning services are required for meetings and events held throughout the year by the Northern California Power Agency (NCPA) and signatories to the NCPA Shared Services Agreement including NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, NCPA and Association Management Solutions, LLC entered into a Multi-Task Consulting Services Agreement effective December 22, 2021, for Association Management Solutions, LLC to provide conference and event planning services, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members; and

WHEREAS, NCPA desires to extend the term of the Agreement for an additional two-year period and to update the Compensation Schedule; 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 the First Amendment to the Multi-Task Consulting Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, to extend the term of the Agreement for an additional two year period, increase the total not-to-exceed amount from \$450,000 to \$620,000, and to update the Compensation Schedule, for continued use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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			

JENELLE OSBORNE
CHAIR

ATTEST: _____
CARRIE POLLO
ASSISTANT SECRETARY



**FIRST AMENDMENT TO MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ASSOCIATION MANAGEMENT SOLUTIONS, LLC.**

This First Amendment ("Amendment") to the Multi-Task Consulting Services Agreement is entered into by and between the Northern California Power Agency ("Agency") and Association Management Solutions, LLC ("Consultant") (collectively referred to as "the Parties") as of _____, 2024.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective December 22, 2021, (the "Agreement") for Consultant to provide needed support for the planning and management of NCPA conferences and events; and

WHEREAS, the Agency now desires to amend the Agreement to extend the term of the Agreement for an additional two (2) years from the original expiration date of December 21, 2024, to a new date of December 21, 2026; 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 \$450,000 to a "NOT TO EXCEED" amount of \$620,000; and

WHEREAS, the Parties now desire to amend the Compensation Schedule and Hourly fees set forth in Exhibit B to the Agreement; and

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

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

NOW, THEREFORE, the Parties agree as follows:

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

The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

2. **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** Six Hundred Twenty Thousand dollars (\$620,000) for the Services, 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 Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

The remainder of Section 2 of the Agreement is unchanged.

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

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

ASSOCIATION MANAGEMENT SOLUTIONS

RANDY S. HOWARD, General Manager

KIRSTEN MACHI, Founder

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$620,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Hourly Project Fees

Site selection and hotel/venue contract negotiation (business terms): \$100/hour
(Staff travel and expenses will be billed separately)

Planning, Implementation and On-site Management Fee: \$90/hour
(Staff travel and expenses will be billed separately.)

Rates will increase by 3% annually on the anniversary of the Effective Date of the Amendment.

Association Management Solutions, Inc. (AMS) will provide as many hours as needed each month, based on NCPA's needs. Natalie Duran, Meetings & Events Manager, will be the primary contact for NCPA events. AMS may designate alternate staff as the primary contact when needed, with notification to NCPA.

Estimated Pricing for AMS Fees

- Strategic Issues Conference - \$22,800 (~19% of budget)
- Capitol Day- \$1,200 (~1% of budget)
- Federal Policy Conference - \$16,800 (~14% of budget)
- Staff Tour - \$25,200 (~21% of budget)
- Annual Conference - \$51,600 (~43% of budget)
- Other - \$2,400 (~2% of budget)

Description of specific events:

- NCPA Strategic Issues Conference – three-day program, including opening dinner, one full day of formal presentations, reception, banquet and Commission meeting. This conference is held in January each year in Sacramento. Attendance is approximately 100 people.
- Capitol Day – one day grassroots lobbying event involving approximately 40 NCPA member representatives. This conference is held at the end of January or early February each year in Sacramento. Event planning responsibilities may include arranging meeting space for member briefings, meals, lodging and other related activities.
- NCPA Federal Policy Conference – four-day program, including opening dinner event, one full day of formal presentations, banquet, and other member events. This conference is held in April each year in Washington, D.C. Attendance is approximately 50 people.
- NCPA State Legislative Staff Tour – three-day tour to destinations throughout Northern California including and not limited to NCPA member communities and districts, as well as generating facilities. Event planning responsibilities may include arranging transportation, lodging, meals, and other related activities. This tour is held each year in July. Attendance is approximately 50 people.
- NCPA Annual Conference – three-day program, including a day and a half of formal presentations, opening reception, and banquet dinner. This conference is held in September at locations within Northern California. Attendance is approximately 250 people.

*Percentages above are based on an annual estimated total of \$120,000 in AMS fees.

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

NCPA shall reimburse Consultant for travel related expenditures, including airfare, ground transportation, accommodations, meals, and incidentals. As a public agency, NCPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

As set forth in Section 2.1 of the Agreement, in order to receive reimbursement for travel related expenditures, Consultant shall provide itemized receipts that properly support the propriety of those expenditures. These receipts shall be sufficient to demonstrate that the expenditures incurred have met the "actual, reasonable, and necessary" test required by the Internal Revenue Service. Improper documentation or lack of documentation can result in denial of reimbursement.



**MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ASSOCIATION MANAGEMENT SOLUTIONS, LLC**

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Association Management Solutions, LLC, a corporation with its office located at 5177 Brandin Court, Fremont, CA 94538 ("Consultant") (together sometimes referred to as the "Parties") as of 12/22, 2021 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than three (3) years from the date this Agreement was signed by Agency, whichever is shorter.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven day

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

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** Four Hundred Fifty Thousand dollars (\$450,000.00) for the Services, which shall include all fees, costs, expenses and other reimbursables, as set forth in Consultant's fee schedule, attached hereto and incorporated herein as Exhibit B. This dollar amount is not a guarantee that Agency will pay that full amount to the Consultant, but is merely a limit of potential Agency expenditures under this Agreement.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

mobile equipment to the extent coverage may be excluded from general liability insurance.

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

4.3 Professional Liability Insurance. Not Applicable

4.4 All Policies Requirements.

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

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

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

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

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

4.5 Consultant's Obligation. Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this

Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

- 8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Consultant shall survive the termination of this Agreement.
- 8.4 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, including but not limited to those set forth in Section 4, Agency's remedies shall include, but not be limited to, the following:
- 8.4.1 Immediately terminate the Agreement;
 - 8.4.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

subcontractors who have a need to know in connection with this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of Agency or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any Agency official in the work performed pursuant to this Agreement. No officer or employee of Agency shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Contract Administrator.** This Agreement shall be administered by Jane Cirrincione, Assistant General Manager, or his/her designee, who shall act as the Agency's representative. All correspondence shall be directed to or through the representative.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:

Kirsten Machi
Founder
Association Management Solutions, LLC
5177 Brandin Court
Fremont, CA 94538

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

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

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

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

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

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

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

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

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

NORTHERN CALIFORNIA POWER AGENCY

ASSOCIATION MANAGEMENT
SOLUTIONS, LLC

Date

12/22/21

Date

21 December 2021



RANDY S. HOWARD, GENERAL MANAGER



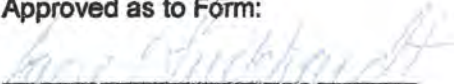
KIRSTEN MACHI, FOUNDER

Attest:



Assistant Secretary of the Commission

Approved as to Form:



Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Association Management Solutions, LLC, ("Consultant") shall provide conference and other event planning services for meetings and programs as requested by the Northern California Power Agency ("Agency"), on its behalf or on behalf of its Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members.

Services may include, but not limited to, and to be provided upon request:

- If requested, provide event planning support and management services for conferences and tours.
- If requested, travel in-state to conduct site visits at venues and participate in events.
- Provide support on logistics for and during legislative staff tour.
- Assist in marketing events to attendees and speakers.
- If requested, make arrangements for other events throughout the year.
- Negotiate business terms of contracts with meeting venue representatives, subject to internal agency and legal review and approval.
- If requested, serve as point of contact for all hotel and other meeting venue arrangements for meetings, including overseeing meeting room set-ups and catering/menu arrangements, and arranging for audio/visual equipment, and related activities.
- Assist in the process of identifying speakers for programs, and assist in communications and travel arrangements related to each presenter.
- Support event registration and preparation of meeting materials.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$450,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

Hourly Project Fees

Site selection and hotel/venue contract negotiation (business terms): \$90/hour
(Staff travel and expenses will be billed separately)

Planning, Implementation and On-site Management Fee: \$80/hour
(Staff travel and expenses will be billed separately)

AMS will provide as many hours as needed each month, based on NCPA's needs.

Estimated Pricing for AMS Fees

- Strategic Issues Conference - \$24,000 (~19% of budget)
- Capitol Day- \$1,500 (~1% of budget)
- Federal Policy Conference - \$18,000 (~14% of budget)
- Staff Tour - \$27,000 (~21% of budget)
- Annual Conference - \$54,000 (~43% of budget)
- Other - \$3,500 (~2% of budget)

Description of specific events:

- NCPA Strategic Issues Conference – three-day program, including opening dinner, one full day of formal presentations, reception, banquet and Commission meeting. This conference is held in January each year in Sacramento. Attendance is approximately 100 people.
- Capitol Day – one day grassroots lobbying event involving approximately 40 NCPA member representatives. This conference is held at the end of January or early February each year in Sacramento. Event planning responsibilities may include arranging meeting space for member briefings, meals, lodging and other related activities.
- NCPA Federal Policy Conference – four-day program, including opening dinner event, one full day of formal presentations, banquet, and other member events. This conference is held in April each year in Washington, D.C. Attendance is approximately 50 people.
- NCPA State Legislative Staff Tour – three-day tour to destinations throughout Northern California including and not limited to NCPA member communities and districts, as well as generating facilities. Event planning responsibilities may include arranging transportation, lodging, meals, and other related activities. This tour is held each year in July. Attendance is approximately 50 people.
- NCPA Annual Conference – three-day program, including a day and a half of formal presentations, opening reception, and banquet dinner. This conference is held in

September at locations within Northern California. Attendance is approximately 250 people.

*Percentages above are based on an annual estimated total of \$128,000 in AMS fees.

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

NCPA shall reimburse Consultant for travel related expenditures, including airfare, ground transportation, accommodations, meals, and incidentals. As a public agency, NCPA shall not reimburse Consultant for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

As set forth in Section 2.1 of the Agreement, in order to receive reimbursement for travel related expenditures, Consultant shall provide itemized receipts that properly support the propriety of those expenditures. These receipts shall be sufficient to demonstrate that the expenditures incurred have met the "actual, reasonable, and necessary" test required by the Internal Revenue Service. Improper documentation or lack of documentation can result in denial of reimbursement.




Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: LaVigne Strategies LLC-Three Year Multi-Task Consulting Services Agreement, with an option to extend for two additional years, for State Legislative Consulting Services; Applicable to the following: Northern California Power Agency (NCPA)

AGENDA CATEGORY: Consent

FROM:	Jane Cirrincione 	METHOD OF SELECTION:
	Assistant General Manager	Competitive Pricing Process
Division:	Legislative & Regulatory Affairs	<i>If other, please describe:</i>
Department:	Legislative & Regulatory	

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 24-136 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with LaVigne Strategies, LLC for state legislative consulting services, with any non-substantial changes recommended and approved by NCPA General Counsel, with a not-to-exceed amount of \$180,000 per year and a not-to-exceed amount of \$540,000 over the three-year term, for use by NCPA. The agreement includes the possibility for amendment to extend the term for an additional two years for a maximum contract term of five years and, in that event, a total not-to-exceed amount of \$900,000.

BACKGROUND:

NCPA has contracted for state legislative consulting services with Government Affairs Consulting for several decades, but due to the retirement of the firm's Principal Gregg Cook at the end of 2024, NCPA issued a Request for Proposal (RFP) LR 2401 on September 10, 2024 to solicit proposals from qualified consultants providing outside state legislative consulting services. The scope of services include representation before the State Legislature and the Administration, advocacy on behalf of policies that promote the interests of the electricity consumers served by our member utility systems, and support of NCPA member advocacy and conference events. Qualifications required a minimum of ten years of direct lobbying experience before the State Legislature, an understanding of public power-related policy issues, and demonstrated proactive approach to advocacy.

NCPA created a review group for the RFP consisting of NCPA staff, General Manager, and a Commission representative to evaluate and score timely proposals submitted to the RFP. Six vendors responded to the RFP by the deadline of October 15, 2024; all six responses received were from established and successful lobbying firms. LaVigne Strategies, LLC was selected based on the scoring review group's evaluation of the firm's costs, experience, and project approach. The proposal meets and exceeds the required qualifications, and the firm has demonstrated an ability to effectively perform all of the duties within the RFP's scope of work. In addition, LaVigne Strategies, LLC will subcontract with Boot Advocacy for additional support and coverage of NCPA's lobbying and advocacy needs, providing a strong team of two senior principals to represent NCPA.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed \$540,000.00 over three years. The fee for these state legislative services will be paid as a \$15,000 monthly retainer including all expenses. This fee will not change over the three-year term of the contract. NCPA expenditures for these services are limited to the amount authorized for state legislative advocacy by the NCPA Commission in the agency's annual budget. The agreement includes an option to extend the contract for an additional two years for a maximum contract term of five years and, in that event, a total not-to-exceed amount of \$900,000. If the contract is extended, the monthly retainer will remain at \$15,000 for the entire five-year term.

SELECTION PROCESS:

One vendor was selected as a result of an RFP process in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from September 10, 2024 through October 15, 2024. Six responses were received and evaluated based upon the

following criteria: 1) Quality and completeness of proposal; 2) Knowledge, experience and skills to provide the requested services; 3) Staffing availability to support advocacy needs without interruption; 4) Competitive rates for the requested services; 5) Demonstrated strong client focus; and 6) Existing client base compatibility with NCPA's interests and needs.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Legislative & Regulatory Affairs Committee review and approval during its regularly scheduled meeting on December 4, 2024.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-136
- Multi-Task Consulting Services Agreement with LaVigne Strategies LLC

RESOLUTION 24-136

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH
LAVIGNE STRATEGIES, LLC**

(reference Staff Report #279:24)

WHEREAS, state legislative consulting services are required by the Northern California Power Agency (NCPA) to assure strong representation of the agency and its Members as state legislative policies are developed; and

WHEREAS, a vendor to provide these services was selected as a result of a recent Request for Proposal process in accordance with NCPA's procurement policies and procedures; and

WHEREAS, LaVigne Strategies, LLC is an experienced and highly-qualified provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Consulting Services Agreement with LaVigne Strategies, LLC to provide such services as needed 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 a Multi-Task Consulting Services Agreement for state legislative consulting services, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed \$540,000 over three years, for use by NCPA. The agreement includes an option to extend the term for an additional two years for a maximum contract term of five years and, in that event, a total not-to-exceed amount of \$900,000

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST: CARRIE POLLO
ASSISTANT SECRETARY



MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND LAVIGNE STRATEGIES, LLC

This Consulting Services Agreement ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and LaVigne Strategies, LLC, a corporation with its office located at 1215 K Street, Suite 2230, Sacramento, CA 95814 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2024 ("Effective Date") in Roseville, California.

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

- 1.1 Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than three (3) 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 herein. The Parties may elect to execute an Option to Extend the three-year term for two additional years, as mutually agreed, however the total maximum term of the Agreement shall not exceed five (5) years. A copy of the Two-Year Option to Extend the Agreement is attached hereto as Exhibit C.
- 1.2 Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform the Services. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, requests the reassignment of any such personnel, Consultant shall, immediately upon receiving written notice from Agency of such request, reassign such personnel.
- 1.4 Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency.
- 1.5 Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested

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

Section 2. COMPENSATION. Agency hereby agrees to pay Consultant an amount **NOT TO EXCEED** One Hundred Eighty Thousand Dollars (\$180,000) per year and Five Hundred Forty Thousand dollars (\$540,000) over the three (3) year term of the Agreement 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. Should the Parties execute an Option to Extend the Agreement for an additional two years on the same terms and conditions, the total not-to-exceed amount over the five (5) year term of the Agreement would be Nine Hundred Thousand Dollars (\$900,000).

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

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

Invoices shall be sent to:

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

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

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

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

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

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

whether or not owned by the Consultant, on or off Agency premises. The policy shall provide a minimum limit of \$1,000,000 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 All Policies Requirements.

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

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

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

4.4.4 Additional Certificates and Endorsements. Not applicable.

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

4.5 Consultant's Obligation. Consultant shall be solely responsible for ensuring that all equipment, vehicles and other items utilized in the performance of Services are operated, provided or otherwise utilized in a manner that ensures they are and remain covered by the policies referenced in Section 4 during this

Agreement. Consultant shall also ensure that all workers involved in the provision of Services are properly classified as employees, agents or independent contractors and are and remain covered by any and all workers' compensation insurance required by applicable law during this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Section 6. STATUS OF CONSULTANT.

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

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

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

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Agency would have paid Consultant pursuant hereto if Consultant had completed the Services.

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this

Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

Shane LaVigne
Principal
LaVigne Strategies, LLC
1215 K Street, Suite 2230
Sacramento, CA 95814

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

concluded within fifteen (15) days from the commencement of the mediation.

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

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

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

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

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

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10.15 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any non-signatory third parties.

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

NORTHERN CALIFORNIA POWER AGENCY

LAVIGNE STRATEGIES, LLC

Date _____

Date _____

RANDY S. HOWARD
GENERAL MANAGER

SHANE LAVIGNE
PRINCIPAL

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide representation for the Agency in the California State Legislature, as well as the Administration, to advocate on behalf of policies that promote the interests of the electricity consumers served by NCPA's member utility systems. In this role, Consultant will:

- Represent NCPA before the State Legislature and the Administration.
- Work closely with, and under the direction of, NCPA management.
- Identify and track legislative and regulatory policy proposals that impact NCPA and its member systems.
- Initiate and execute strategies to advance policies of importance to NCPA and its member systems.
- Educate policymakers and staff regarding the implications of legislation for NCPA and its member systems. Maintain strong relationships with NCPA's state legislative delegation, members of committees with jurisdiction over energy and environmental issues, the governor's office, and agency representatives. Testify in committee proceedings as needed.
- Coordinate and facilitate meetings with state policymakers and staff for NCPA staff and members
- Prepare issue papers and other briefing documents related to NCPA's priority issues. Develop testimony and legislative correspondence.
- Provide regular reports to NCPA and its members regarding legislative actions and other proceedings that may impact NCPA and/or its member utility systems. This includes the preparation of articles for weekly member publication.
- Provide support for two Sacramento-based grassroots advocacy events each year where NCPA members meet with state policymakers and key staff regarding legislative issues. Includes preparation of meeting materials, member briefings, scheduling and organization of meetings, and attending meetings to represent NCPA. Also requires some planning and support of event logistics.
- Attend NCPA's annual state legislative staff tour and support event logistics where needed.
- Provide support for other NCPA conferences, events, and Legislative and Regulatory Affairs Committee meetings. Includes securing speakers on key policy topics, participating as a panelist or moderator, and providing legislative updates and briefings to committee members during public meetings. This will require in-state travel.
- Work in close partnership with trade and advocacy organizations, including California Municipal Utilities Association, the Southern California Public Power Authority, and other consumer, energy and environmental policy stakeholders. Develop coalition partnerships as issues warrant.

Consultant may subcontract with Boot Advocacy, LLC to provide services to Agency, as listed above.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed \$540,000. Should the Parties execute an Option to Extend the Agreement for an additional two years on the same terms and conditions, the total not-to-exceed amount shall not exceed \$900,000.

The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

- The fixed monthly retainer fee is \$15,000, inclusive of all fees, costs, expenses, and other reimbursables.

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

EXHIBIT C

**TWO YEAR OPTION TO EXTEND MULTI-TASK CONSULTING SERVICES AGREEMENT
BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND
LAVIGNE STRATEGIES, LLC ("Option Agreement")**

This Option Agreement is entered into by and between the Northern California Power Agency ("Agency") and LaVigne Strategies, LLC ("Consultant") (collectively referred to as "the Parties") as of _____, 202__.

WHEREAS, the Parties entered into a Multi-Task Consulting Services Agreement dated effective _____, (the "Agreement") for Consultant to provide the Services described in Exhibit A to the Agreement; and

WHEREAS, the Parties now desire to exercise the option in Section 1.1 of the Agreement to extend the term of the Agreement for an additional two (2) year period from the original expiration date of _____ to a new expiration date of _____; and

NOW, THEREFORE, the Parties agree as follows:

1. Pursuant to Section 1.1 of the Agreement, the Parties agree to execute this Option Agreement and extend the term of the Agreement for two (2) additional years for a total term of five (5) years to a new expiration date of _____.
2. This Option Agreement in no way alters the terms and conditions of the Agreement except to extend the term as contemplated in Section 1.1 of the Agreement.

Date: _____

Date: _____

NORTHERN CALIFORNIA POWER AGENCY

LAVIGNE STRATEGIES, LLC

RANDY S. HOWARD, General Manager

SHANE LAVIGNE, Principal

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel



Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: Meter Data Management Agent Services Agreement between the Northern California Power Agency and Trimark Associates, Inc.

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:			
All Members	<input 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 checked="" type="checkbox"/>	City of Palo Alto <input type="checkbox"/>	Plumas-Sierra REC <input type="checkbox"/>
City of Biggs	<input type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input type="checkbox"/>
City of Gridley	<input type="checkbox"/>	City of Roseville <input type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg	<input type="checkbox"/>	City of Santa Clara <input type="checkbox"/>	Other <input type="checkbox"/>
<i>If other, please specify</i>			
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RECOMMENDATION:

Approve Resolution 24-131 approving the Meter Data Management Agent Services Agreement (MDMA Agreement) between Northern California Power Agency (NCPA) and Trimark Associates, Inc. (Trimark), and authorize the General Manager or their designee to enter into the MDMA Agreement, acting on behalf of NCPA, to supply Meter Data Management Agent Services (MDMA Services) to the San Francisco Bay Area Rapid Transit District (BART), including any non-substantial modifications to the MDMA Agreement recommended and approved by NCPA's General Counsel.

BACKGROUND:

Pursuant to the Single Member Services Agreement (SMSA) between NCPA and BART, NCPA can acquire the services of a third party vendor (with prior authorization granted by BART) to supply MDMA Services to BART, to obtain, process, adjust, validate, and maintain BART's settlement quality meter data in accordance with the CAISO Tariff.

Trimark currently supplies MDMA services to BART, but the current agreement used to supply such services is set to expire in December 2024. To ensure continuation of this critical service for BART, NCPA, working in coordination with BART, has developed a new MDMA Agreement with Trimark pursuant to which Trimark will continue to supply MDMA Services to BART for an additional two (2) year term.

A copy of the MDMA Agreement is attached to this staff report for reference.

SOLE SOURCE JUSTIFICATION:

Trimark currently provides specialized MDMA services to BART. The MDMA services supplied by Trimark are critical to BART's business operations. Due to the critical nature of the unique MDMA Services required by BART, and to ensure BART remains compliant with its obligations described in the CAISO Tariff, NCPA recommends continued use of Trimark to supply MDMA Services to BART. Trimark has established specialized software that is used to reliably poll and process a significant number of BART meters and metering equipment, and Trimark works directly with PG&E to collect and validate meter data that is not directly accessible from the metering equipment. This agreement is for use at BART facilities only.

FISCAL IMPACT:

The MDMA Agreement includes a not to exceed amount of \$300,000 for a term of two (2) years. Pursuant to the BART SMSA, all charges and costs for MDMA Services supplied to NCPA on behalf of BART, will be passed through to BART by including such charges and costs in BART's All Resources Bill. Purchase orders referencing the terms and conditions of the agreement will be issued in accordance with NCPA's procurement policies and procedures.

ENVIRONMENTAL ANALYSIS:

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

December 5, 2024
Page 3

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-131
- MDMA Agreement

RESOLUTION 24-131

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVAL OF METER DATA MANAGEMENT AGENT SERVICES AGREEMENT
BETWEEN NORTHERN CALIFORNIA POWER AGENCY AND TRIMARK
ASSOCIATES, INC.**

(reference Staff Report 271:24)

WHEREAS, pursuant to the Single Member Services Agreement (SMSA) between Northern California Power Agency (NCPA) and the San Francisco Bay Area Rapid Transit District (BART), NCPA can acquire the services of a third party vendor (with prior authorization granted by BART) to supply Meter Data Management Agent Services (MDMA Services) to BART, to obtain, process, adjust, validate, and maintain BART's settlement quality meter data in accordance with the CAISO Tariff; and

WHEREAS, Trimark Associates, Inc. (Trimark) currently supplies MDMA Services to BART, but the agreement used to supply such services is set to expire in December 2024; and

WHEREAS, to ensure continuation of these critical services for BART, NCPA, working in coordination with BART, has developed a new Meter Data Management Agent Services Agreement (MDMA Agreement) with Trimark pursuant to which Trimark will continue to supply MDMA Services to BART for an additional two (2) year term; and

WHEREAS, a sole source justification for this recommendation can be found in Staff Report 271:24; and

WHEREAS, the MDMA Agreement includes a not to exceed amount of \$300,000 for a term of two (2) years, and pursuant to the BART SMSA, all charges and costs for MDMA Services supplied to NCPA on behalf of BART will be passed through to and charged to BART, by including such charges and costs in BART's All Resources Bill; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves the Meter Data Management Agent Services Agreement between NCPA and Trimark, and authorizes the General Manager or their designee to enter into the Meter Data Management Agent Services Agreement between NCPA and Trimark, acting on behalf of NCPA, to supply MDMA Services to BART, including any non-substantial modifications to the Meter Data Management Agent Services Agreement recommended and approved by NCPA's General Counsel.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



METER DATA MANAGEMENT AGENT SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND TRIMARK ASSOCIATES, INC

This Meter Data Management Agent 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 Trimark Associates, Inc., a corporation with its office located at 2365 Iron Point Road, Suite 100, Folsom, CA 95630 ("Contractor") (together sometimes referred to as the "Parties") as of _____ ("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 end on the second anniversary of the Effective Date.
- 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** Three Hundred Thousand dollars (\$300,000) 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 All Policies Requirements.

4.3.1 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.

4.3.2 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.

4.3.3 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.

4.3.4 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.

4.4 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.

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.

- 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 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 Tony Zimmer, Assistant General Manager of Power Management, 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:

Trimark Associates, Inc.
Attn: Tom Short
2365 Iron Point Road, Suite 100
Folsom, CA 95630

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, 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.

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

TRIMARK ASSOCIATES, INC

Date_____

Date_____

RANDY S. HOWARD, General Manager

**TOM SHORT, CHIEF OPERATIONS
SUPPORT OFFICER**

Attest:

Assistant Secretary of the Commission

Approved as to Form:

Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF WORK

The Scope of Work (the "Work") provided in accordance with this Agreement is described herein. Contractor shall perform Meter Data Management Agent Services ("MDMA Services") on behalf of Agency, using necessary tools to acquire, process, validate, store and transmit primary settlement quality load meter data information to Agency, or the California Independent System Operator Corporation ("CAISO") upon request of Agency, that is collected by Contractor from the meters and metering equipment associated with the San Francisco Bay Area Rapid Transit District ("BART") system, as identified in Exhibit C of this Agreement.

Pursuant to this Agreement, Contractor agrees to perform the following Work:

1. Contractor shall perform MDMA Services for Agency, including the following:
 - A. Coordinate with Agency and BART for initial set-up and configuration of systems and communications necessary to perform the Work contemplated herein;
 - B. Remotely query the meters and metering equipment associated with the BART system each day to acquire and obtain output data;
 - C. Collection of BART system output data measured by meters and metering equipment that are not otherwise remotely accessible to Contractor, through coordination with Pacific Gas and Electric Company, or its designee, on a timeline and schedule as determined by Agency;
 - D. Validate and confirm the accuracy and completeness of the BART system output data collected from the meters and metering equipment;
 - E. Process, format and adjust the BART system output data, as required, including, but not limited to, adjustments to such data to apply defined loss factors and load profiles;
 - F. Retain and store data collected from the BART system for a period of two (2) years from the date the data is collected;
 - G. Remotely monitor access to BART system meters and metering equipment, and report failures of access to Agency; and
 - H. Transmit and submit the settlement quality data collected from the BART system meters and metering equipment to Agency, or the CAISO upon request of Agency, in a format consistent with the requirements of the CAISO Tariff, the Meter Service Agreement for Scheduling Coordinators, and using standards and procedures developed and agreed to by the Parties.
 - I. Upon request of Agency, Contractor shall coordinate with Agency and provide documentation regarding data processing and validation, which can be used in conjunction with development of any required audit requirements enforced by the CAISO.

Agency requested Work not included in Section 1 of this Exhibit A to be performed by Contractor on a time and materials basis using purchase orders. Upon request made by Agency to Contractor, Contractor may perform Work in addition to and consistent with the general scope of work in Section 1 of this Exhibit A performed in accordance with this Agreement. Contractor will provide a quote for services outlining the general descriptions of tasks to be performed utilizing the hourly fees for such Work as further

described in Table B of Exhibit B. Agency will issue a purchase order for such Work as described in Section 1.4 of this Agreement.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for Work performed under this Agreement will be based on the Compensation and Hourly Fee Schedule listed in this Exhibit B:

1. Monthly fee for MDMA Services:

TABLE A

Work	Number of Equipment	Compensation Per Month	Effective Date
MDMA Services	189 Meters	\$9580.00	Jan 1 2025 – Dec 31 2025
MDMA Services	189 Meters	\$9580.00	Jan 1 2026 – Dec 31 2026

The "Compensation Per Month" amount listed in Table A may be revised from time to time based on the addition or removal of Equipment covered under this Agreement. All Equipment covered under this Agreement is listed in Exhibit C. Pursuant to Section 8.2 of this Agreement, upon mutual agreement by the Parties certain Equipment may be added to or removed from Exhibit C.

2. Hourly fee for other Work performed pursuant to purchase order on a time and materials basis:

Trimark Labor Rates – 2025 and 2026			
Billing Class	Hourly Rate (USD)	Overtime Rate (USD)	Emergency Rate (USD)
3 rd Party Programmer/Installer	\$225.00	\$337.50	\$450.00
Accountant	\$125.00	\$187.50	\$250.00
Admin Assistant	\$95.00	\$142.50	\$190.00
Business Development	\$175.00	\$262.50	\$350.00
Data Analyst	\$145.00	\$217.50	\$290.00
Design Engineer	\$165.00	\$247.50	\$330.00
Director	\$310.00	\$465.00	\$620.00
Executive	\$350.00	\$525.00	\$700.00
Field Technician	\$140.00	\$210.00	\$280.00
Financial Analyst	\$195.00	\$292.50	\$390.00
Information Technology	\$190.00	\$285.00	\$380.00
Manager	\$200.00	\$300.00	\$400.00

Meter CAISO		\$300.00	\$450.00	\$600.00
Meter Engineer		\$325.00	\$487.50	\$650.00
Meter Non-CAISO		\$250.00	\$375.00	\$500.00
Network Security Engineer		\$195.00	\$292.50	\$390.00
Power Engineer		\$195.00	\$292.50	\$390.00
Production Specialist		\$105.00	\$157.50	\$210.00
Project Manager		\$190.00	\$285.00	\$380.00
SCADA Engineer		\$190.00	\$285.00	\$380.00
Senior Manager		\$225.00	\$337.50	\$450.00
Software Developer		\$195.00	\$292.50	\$390.00
TOC Administration		\$95.00	\$142.50	\$190.00
TOC Technical Staff		\$145.00	\$217.50	\$290.00
Expenses	Out-of-Pocket Expenses	Cost + 12%		
	Travel (mileage) per IRS rate	\$ 0.585 / mile		
	Travel labor time (75% of hourly rate)			

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

EXHIBIT C

BART SYSTEM EQUIPMENT

The meters and metering equipment ("Equipment") contained within the Scope of Work provided under this Agreement are listed in this Exhibit C.

Equipment Number	Site Name	Site Address	Data Device Details
No. 1	Pittsburg/ Bay Point	1700 West Leland, Pittsburg	JC001
No. 2	Willow Pass	West Pittsburg	JC002
No. 3	Pleasant Hill	Geary & Oak Rd., Pleasant Hill	JG005
No. 4	Walnut Creek Parking	Ygnacio Valley, Walnut Creek	JG006
No. 5	East Portal, Berkeley Hills Tunnel	West of Orinda	JG007
No. 6	Concord Yard	San Miguel Rd., N/O Pine Creek, Concord	JG015
No. 7	Pleasant Hill Parking	1365 Treat Blvd., Pleasant Hill	JG023
No. 8	Concord	Atlantic & Berkeley Ave.	JG024
No. 9	Walnut Creek Station	No. California Blvd. N/O Ygnacio Valley Rd., Walnut Creek	JG028
No. 10	Orinda	Camino Pablo & Freeway Route 24, Orinda	JG030
No. 11	Lafayette	Freeway Route 24, East of Happy Valley Rd., Lafayette	JG031
No. 12	North Concord	Port Chicago Hwy. & Panoramic Dr., Concord	JG050
No. 13	Lakewood Substation	Walnut Creek	JG072
No. 14	East Portal Substation	Orinda	JG073
No. 15	East Portal, Berkeley Hills Tunnel	West of Orinda	JG074
No. 16	Union City	East of Decoto Rd. & 12th St., Union City	JJ039
No. 17	Fremont (35)	East of Mowry Ave. near Walnut Way, Fremont	JJ040
No. 18	Jarvis Substation	Decoto	JJ076
No. 19	Vent Structure CPS	1260 Stevenson Blvd., Fremont	JJ083
No. 20	Vent Structure LES	40690 Paseo Padre Pkwy, Fremont	JJ084
No. 21	Traction Power SBR	42545 Osgood Rd., Fremont	JJ61C
No. 22	Gap Breaker Station SXA	3231 Skyway Ct., Fremont	JJ61D
No. 23	Traction Power SWS	2300 Warm Springs Ct., Fremont	JJ61E
No. 24	Warm Springs Station	45193 Warm Springs Blvd., Fremont	JJ61F
No. 25	Traction Power SPP	40726 Paseo Padre Pkwy, Fremont	JJ61G
No. 26	South Hayward	Cole Pl. S/O Tennyson Rd., Hayward	JK006

No. 27	San Leandro	San Leandro Blvd., & W. Joaquin Ave., San Leandro	JK008
No. 28	Bayfair	Colby & Wagner Sts., San Leandro	JK009
No. 29	Southern Alameda Yard	Fairway St. between SPRR & WPRR, Hayward	JK011
No. 30	Castro Valley Station	3301 Northridge, Castro Valley	JK012
No. 31	Castro Valley	Castro Valley	JK013
No. 32	Hayward	Sutro & C Sts., Hayward	JK014
No. 33	Grand Street Garage	Grand Street, Hayward	JK015
No. 34	Station U	San Leandro	JK070
No. 35	Oakland Airport Connector - Drive Machinery	70 Hegenberger Road, Oakland	JL608
No. 36	Oakland Airport Connector - Coliseum Station	7400 San Leandro Street, Oakland	JL609
No. 37	Oakland Airport Connector - Coliseum Station	7400 San Leandro Street, Oakland	JL610
No. 38	East Dublin	East Dublin	JN001
No. 39	East Dublin / Pleasanton	5801 Owens Drive, Pleasanton	JN002
No. 40	East Dublin Parking Garage	5067 Iron Horse Pkwy, Dublin	JN00A
No. 41	West Dublin Station	601 8th St., Oakland	JN619
No. 42	Lake Merritt	Oak & 8th Sts., Oakland	JQ002
No. 43	19th Street	Broadway & 18th Sts., Oakland	JQ003
No. 44	MacArthur	40th St., & Freeway Route 24, Oakland	JQ004
No. 45	12th Street	Broadway & 12th Sts., Oakland	JQ005
No. 46	Oakland Maintenance Facility	East 7th St., Oakland	JQ010
No. 47	Fruitvale	E 12th St., & 35th Ave., Oakland	JQ012
No. 48	Coliseum	San Leandro St., & 73rd Ave., Oakland	JQ013
No. 49	Rockridge	College & Keith Ave., Berkeley	JQ020
No. 50	Oakland West	Chester & 5th Sts., Oakland	JQ026
No. 51	Oakland Vent Structure	5th St., & Oakland Mole, Oakland	JQ037
No. 52	Oakland Power Plant	Oakland	JQ071
No. 53	MacArthur Parking Garage	550 West MacArthur Blvd., Oakland	JQ105
No. 54	Oakland Parts Warehouse	25 4th Street, Oakland	JQ500
No. 55	Oakland Power Plant	Oakland	JQ60C
No. 56	Oakland Vent Structure	5th St., & Oakland Mole, Oakland	JQ60M
No. 57	Berkeley	Shattuck Ave. & Center St., Berkeley	JR001
No. 58	Ashby	Adeline & Essex Sts., Berkeley	JR017
No. 59	North Berkeley	Sacramento & Francisco Sts., Berkeley	JR021

No. 60	El Cerrito Plaza	Fairmont Ave. & Richmond St., El Cerrito	JT018
No. 61	El Cerrito del Norte	Cutting Blvd. & Kearney St.,	JT019
No. 62	Richmond Yard	Kearny & 12th Sts., Richmond	JT032
No. 63	Richmond	Nevine Ave. & 17th St., Richmond	JT038
No. 64	Station G	El Cerrito	JT073
No. 65	Station G	El Cerrito	JT074
No. 66	Richmond Parking Garage	1503 Macdonald Avenue, Richmond	JT303
No. 67	Colma	El Camino & F Street, Colma	RB001
No. 68	Daly City Maintenance Facility (61)	"F" & "D" Sts., Daly City	RB002
No. 69	Daly City Maintenance Facility (62)	Hill & "B" Sts., Daly City	RB003
No. 70	Daly City Turnback	School & Junipero Serra Blvd., Daly City	RB004
No. 71	Daly City	Hillcrest & San Joaquin Ave., Daly City	RB027
No. 72	WSP Santa Paula Bulk Substation	Millbrae	RB50A
No. 73	Millbrae	200 North Rollins Rd., Millbrae	RB50B
No. 74	SPS Santa Paula Vent Structure	19 Monterey St., Millbrae	RB50C
No. 75	SYS Sylvan Ave. Vent Structure	450 1st Ave., San Bruno	RB50D
No. 76	HSS Herman St. Vent Structure	1001 Herman St., San Bruno	RB50E
No. 77	San Bruno	1151 Huntington Ave., San Bruno	RB50F
No. 78	TAS Tanforan Ave. Vent Structure	1200 Huntington Ave., San Bruno	RB50G
No. 79	SAS Spruce Ave. Vent Structure	298 South Spruce Ave., South San Francisco	RB50H
No. 80	CHS Chestnut Ave. Vent Structure	199 West Orange Ave., South San Francisco	RB50I
No. 81	ORS Orange Ave. Vent Structure	995 Antoinette Lane, South San Francisco	RB50J
No. 82	South San Francisco	1333 Mission Road, South San Francisco	RB50K
No. 83	MIS Mission Rd. Vent Structure	1520 Mission Road, Colma	RB50L
No. 84	SES Serramonte Vent Structure	495 Serramonte, Colma	RB50M
No. 85	WSR Shaw Road Bulk Substation	San Bruno	RB670
No. 86	Balboa Park	Ocean Ave. & So. Freeway, SF	RG016
No. 87	Civic Center	Market & Fulton Sts., SF	RG022
No. 88	Montgomery Street	Market & Montgomery Sts., SF	RG025
No. 89	Glen Park	Bosworth & Diamond, SF	RG029
No. 90	24th Street	Mission & 24 Sts., SF	RG033

No. 91	16th Street	Mission & 16th Sts., SF	RG034
No. 92	Powell Street	Market & Powell Sts., SF	RG035
No. 93	S.F. Vent Structure	300 ft. East of Ferry Bldg., SF	RG036
No. 94	Embarcadero	Market & Davis Sts., SF	RG048
No. 95	Bayshore Substation	San Francisco	RG079
No. 96	Bayshore Substation	San Francisco	RG60J
No. 97	Fremont (31)	Mowry & Vancouver Sts. Fremont	9904827855
No. 98	Bay Point	Willow Pass Rd., Baypoint	3625898709
No. 99	Lafayette Parking Lot Lights	Deer Hill Rd. & Orchard Rd., Lafayette	4605284343
No. 100	Traction Station LAA	Elgin Street S/O Ashland Ave., San Lorenzo	6391067593
No. 101	Traction Station LMB	I-580/Mission Blvd., San Lorenzo	317426152
No. 102	Traction Station LCC	I-580/Crow Canyon (Grove), Castro Valley	417590613
No. 103	Traction Station LOD	I-580/Dublin Road, Castro Valley	686836952
No. 104	Traction Station L12	I-580/Villa Real Drive, Castro Valley	5886216007
No. 105	Traction Station LEC	I-580/Eden Canyon Road, Castro Valley	7938265833
No. 106	Traction Station LSR	Dublin Canyon Rd. near Schaefer Ranch Rd., MP 1.7, Castro Valley	8010856036
No. 107	Traction Station LRT	Dublin Canyon Rd., MP 3.15, Pleasanton	8177533122
No. 108	Traction Station LOC	Dublin Canyon Rd. W/O Foothill Blvd., Pleasanton	833837828
No. 109	Traction Station LWD	Stoneridge Mall Rd., SW Corner I580/I-680, Pleasanton	5188297299
No. 110	CGD Substation	Port Chicago Highway, Concord	5229928501
No. 111	Canal and Madison MXL	Canal and Madison, Bay Point	1125458584
No. 112	Car Cleaning Station	Port Chicago Highway, Concord	5188261837
No. 113	CNC Substation	Port Chicago Highway, Concord	917188887
No. 114	Gap, Breaker Station	Evora Road 1000 ft. W/O Driftwood, Concord	4301923962
No. 115	Livermore Parking Lot	East Airway, Livermore	4090568098
No. 116	Parking Lot Lighting	4000 Walnut Blvd., Brentwood	7771902829
No. 117	El Cerrito Parking Lot	Hill and Liberty St., El Cerrito	9936736232
No. 118	Shaw Road 240/120V Supply	983 7th Ave., San Bruno	6057737410
No. 119	Oakland Shop Annex	601 8th St., Oakland	4741367756
No. 120	Oakland Metro Center	101 8th St, Oakland	JQJ25
No. 121	Police Station	21050 Wilbeam Ave, Castro Valley	1004470449
No. 122	Radio Site	22027 Chaparral Ln, Castro Valley	1004473533
No. 123	Sprinkler System	Sycamore Ave, Hayward	1004474711

No. 124	Component Repair Shop	1011 Whipple Rd, Hayward	1005444695
No. 125	Radio Transmitter	2258 Warm Springs Ct, Fremont	1005534186
No. 126	Transmitter	4709 Evora Rd, Concord	1005714634
No. 127	Lighting & Fans	S/S El Nido Ranch Rd, Lafayette	1005715290
No. 128	Gap Breaker Station CXW	511 Lawrence Wy, Walnut Creek	1005774164
No. 129	Chabot Rd Office	7001 Chabot Rd, Ste F, Oakland	1006473260
No. 130	Bike Access	1775 Broadway, Oakland	1006473338
No. 131	Bike Access	1773 Broadway, Oakland	1006473528
No. 132	Train Control Signal House	2400 San Jose Dr, Antioch	3225765010
No. 133	Irrigation Control A	Whipple Rd, Hayward	1006484081
No. 134	Sprinkler Control	1239 Las Juntas Wy, Walnut Creek	1006526355
No. 135	Maintenance Site	3000 Sunset Dr	JC041
No. 136	BART Headquarters	2150 Webster St, Oakland	1555984214
No. 137	Gap Breaker Station CXP	2739 Jones Rd, Walnut Creek	1006908143
No. 138	AYP Gap Breaker Station	501 Harder Rd, Hayward	1007861586
No. 139	Oakland Shops	800 E 8th St, Oakland	1008820058
No. 140	Train Control Signal House	200 Sunset Dr, Antioch	1009029349
No. 141	Irrigation Control	Dunn St W/13th St, Richmond	1009073530
No. 142	Laughlin Livermore East	715 Laughlin Rd, Livermore	1009074082
No. 143	Laughlin Livermore East	6978 Northfront Rd, Livermore	1009076141
No. 144	Fire Command Center	7th St-West of Oakland	1009162516
No. 145	SUP Station	Circle Creek, Lafayette	1009169810
No. 146	Maintenance Site	500 Canal Rd, Pittsburg	1009408811
No. 147	Hercules Surface Lot	1375 Willow Ave, Hercules	5912841001
No. 148	Insp Yard	951 Whipple Rd, Hayward	1009513730
No. 149	Irrigation Controller	Mt Diablo & Mesa, Concord	1009569154
No. 150	Park & Ride Pedestal	Bliss Ave E/O, Pittsburg	1009657146
No. 151	Sprinkler Control	E 10th St, Hayward	1009715123
No. 152	Communications Site	Camino Pablo, Orinda	1009719196
No. 153	Apt Maintenance Co	801 7th Ave, Unit A, Oakland	1009779993
No. 154	Warehouse - C&S	801 7th Ave, Unit B, Oakland	1009779996
No. 155	Warehouse	2305 Chestnut St, Oakland	1009847964
No. 156	Service Lot	N/W C/O 5th & Clay St, Oakland	1009947255
No. 157	Train Control Signal House	2695 E Leland Rd, Pittsburg	1010037626
No. 158	Antioch Station & Parking Lot	2520 Sunset Ave, Antioch	JC039
No. 159	Train Control Signal House	688 Frontage Rd, Pittsburg	1010057522
No. 160	Train Control House	140 Bliss Ave, Pittsburg	1010093381
No. 161	Warehouse	31781 Hayman St, Hayward	1010099729
No. 162	Pittsburg Center Station	2099 Railroad Wy, Pittsburg	1010116236
No. 163	Train Control Signal House	2500 G St, Antioch	1010134653

No. 164	Pittsburg Center Station	2099 Railroad Wy, Pittsburg	1010154404
No. 165	Service Yard	1101 13th St, Richmond	1010215766
No. 166	Bike Access	7011 Sunne Ln, Walnut Creek	1010262607
No. 167	T/Pwr D&C619095	409 Clay St, Oakland	1010291562
No. 168	Sprinkler Control	Valle Vista Ave, Hayward	167H12
No. 169	Bike Access	2216 Shattuck Ave, Berkeley	8T4368
No. 170	Sprinkler Control	BART R/W Knott E/O, El Cerrito	E53312
No. 171	Hayward Maintenance Complex	1001 Whipple Rd, Bldg. A, Hayward	2505765643
No. 172	Vehicle Maintenance	1029 Whipple Rd, Hayward	2504134780
No. 173	Train Control House	49064 Milmont Dr, Fremont	761823955
No. 174	SWA Train Control House	47197 Mission Falls Ct, Fremont	6264129968
No. 175	Milpitas Passenger Station	555 E Capitol Ave, Milpitas	1432772700
No. 176	SDL Lift/Pump Stations	340 Dixon Landing Rd, Milpitas	5158137706
No. 177	SME Sectionalizing Station	1451 Piper Dr, Milpitas	7270214790
No. 178	SXB Gap Breaker Station	9 S Milpitas Blvd, Milpitas	791994852
No. 179	SRR Traction Switching Station	416 Railroad Ct, Milpitas	5118677674
No. 180	Berryessa Passenger Station	1600 Berryessa Rd, San Jose	1756804113
No. 181	SHO Train Control House	1930 Hostetter Rd, San Jose	3805364587
No. 182	SLA Lift/Pump Stations	1425 Lundy Ave, San Jose	2946079388
No. 183	STZ Lift/Pump Stations	2465 Trade Zone Blvd, San Jose	4911913258
No. 184	SSL Traction Switching Station	1510 Las Plumas Ave, San Jose	7040161476
No. 185	Milpitas High-Voltage Substation	416 Railroad Ct, Milpitas	VP142
No. 186	San Jose High-Voltage Substation	1510 Las Plumas Ave, San Jose	VP143
No. 187	Warm Springs Solar Production	Warm Springs Blvd, Fremont	NC374999
No. 188	Hayward Solar Production	"B" St, Hayward	NC376203
No. 189	Richmond Solar Production	Nevin Ave, Richmond	NC379471




Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: FY 2023-2024 Annual Billing Settlements

AGENDA CATEGORY: Consent

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"/>
<p><i>If other, please specify</i></p> <p>_____</p> <p>_____</p>		

RECOMMENDATION:

Approve Resolution 24-132 and the attachments thereto regarding the FY 2023-2024 Annual Billing Settlements.

BACKGROUND:

The attached FY 2023-2024 Annual Billing Settlements Summary shows a comparison of Actual Costs and Final Billing Settlements (i.e., Collections vs. Actual).

This year's Net Refund of Excess Collections due to participants at fiscal year-end was \$5.0 million or 1.0% of Collections (net of credits) through June 30, 2024. The sources of these refunds were as follows: (1) Net Generation & Transmission operating costs of \$1.5 million; (2) Management Services costs of \$1.4 million; and (3) Pass-Through Costs and Interest and Other Income of \$2.1 million.

The Utility Directors have reviewed the final draft of the FY 2023-2024 Annual Billing Settlements Summary and supporting data, which is currently available on NCPA Connect. Supporting data includes the final re-run of the All Resources Bill to reflect the final settlement amounts, explanations of the primary refund drivers, and schedules reflecting annual costs, collections, and resulting over/under collections by month.

Fuel, CAISO, energy, and ancillary services costs and revenues do not play a material role in the annual settlements process as those items are adjusted monthly in the Agency's All Resources Bill when the actual costs for these categories are invoiced by NCPA.

FISCAL IMPACT:

Upon approval by the Commission, the amount of \$5,029,666 will be distributed to members and participants. NCPA Member refund amounts will be deposited into their respective General Operating Reserve accounts. Non-members will receive miscellaneous billings in early December for amounts due to NCPA or payments for refunds in late December.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On November 4, 2024, the LEC Project Participant Committee approved the FY2023-2024 Annual Settlements Summary.

On November 6, 2024, the Facilities Committee recommended Commission approval of the FY2023-2024 Annual Settlements Summary.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments: Resolution 24-132
Billing Settlements Summary

RESOLUTION 24-132

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE FY 2023-2024 ANNUAL BILLING SETTLEMENTS

(reference Staff Report #274:24)

WHEREAS, the Northern California Power Agency, (Agency) FY 2023-2024 Annual Billing Settlements has been closed, reconciled, and finalized; and

WHEREAS, the independent audit of the Agency's financial statements has been completed; and

WHEREAS, the Agency's generating, transmission, energy contract resources, and other programs are billed monthly throughout the fiscal year on an estimated basis; and

WHEREAS, the Agency's monthly billings to participants for FY 2023-2024 have been re-run using the finalized FY 2023-2024 Annual Billing costs; and

WHEREAS, these processes have resulted in a final billing cost settlement for each program; and

WHEREAS, the Facilities and Lodi Energy Center Project Participant Committees and Utility Directors reviewed the detailed support for the FY 2023-2024 Annual Billing Settlements Summary, the related Project and Program Cost Summary Reports, and the re-run of the monthly All Resources Bills and have found all to be satisfactory; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts the FY 2023-2024 Annual Billing Settlements, as summarized in the attachments hereto, and, does hereby direct that the net refund of \$5,029,666 due to participants be distributed.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY

Northern California Power Agency
FY 2024 Billing Settlement Summary - By Participant and Customers

	Collections	Actual Costs	Refund (Charge)
Summary all Participants and Customers	\$ 526,222,459	\$ 521,192,793	\$ 5,029,666
Summary By Participant			
Alameda	\$ 36,162,676	\$ 35,752,900	\$ 409,776
BART	38,968,809	38,759,706	209,103
Biggs	1,573,898	1,556,061	17,837
Gridley	3,463,612	3,412,692	50,920
Healdsburg	7,868,500	7,793,805	74,695
Lodi	53,871,771	53,270,697	601,074
Lompoc	14,064,511	13,951,442	113,069
Palo Alto	68,200,260	67,564,485	635,775
Plumas Sierra	7,959,757	7,820,042	139,715
Port of Oakland	12,625,558	12,520,549	105,009
Redding	787,695	713,821	73,874
Roseville	7,425,569	6,974,617	450,952
Santa Clara	210,957,302	209,151,437	1,805,865
Shasta Lake	178,886	172,164	6,722
Truckee-Donner	162,938	158,350	4,588
Ukiah	10,802,378	10,699,811	102,567
Other Project Participants:			
TID	1,347,371	1,307,059	40,312
Azusa	835,655	823,460	12,195
California Department of Water Resources	9,444,661	9,265,061	179,600
MID	35,066	50,726	(15,660)
Power & Water Resources Pooling Authority	800,320	788,642	11,678
Total - Participants	487,537,193	482,507,527	5,029,666
Summary By Customer			
East Bay Community Energy	517,708	517,708	-
Merced Irrigation District	465,032	465,032	-
Pioneer Community Energy	(5,508)	(5,508)	-
Placer County Water Agency	469,674	469,674	-
San Jose Clean Energy	289,658	289,658	-
Nevada Irrigation District	(657,902)	(657,902)	-
Sonoma Clean Power	38,402,229	38,402,229	-
South Sutter Water District	(795,625)	(795,625)	-
Total - Customers	38,685,266	38,685,266	-
Total	\$ 526,222,459	\$ 521,192,793	\$ 5,029,666
			1.0%

Source: ASU FY2024 Summary (by Participant)



Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: Delegate Investment Duties to the Treasurer-Controller for Calendar Year 2025

AGENDA CATEGORY: Consent

FROM:	Monty Hanks <i>MH</i> Assistant General Manager/CFO	METHOD OF SELECTION: 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>		
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RECOMMENDATION:

Approve Resolution 24-133 delegating to the Treasurer-Controller the authority to establish proper safeguards, controls, and procedures to maintain NCPA funds in a lawful, rational, and prudent manner including the investment of such funds consistent with NCPA's Investment Policy and respective bond indentures. In addition, the Treasurer-Controller shall make a report each month of those transactions to the Commission.

BACKGROUND:

Delegation of Investment Duties

The Treasurer-Controller under authority granted by Commission Resolution No. 83-103, dated December 22, 1983, may invest monies of NCPA as provided in Section 53600 et. seq. of the Government Code. Government Code section 53607 provides that:

"The authority of the legislative body to invest or reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year."

Hence, a formal delegation of investment duties to the Treasurer-Controller is required annually.

FISCAL IMPACT:

There is no direct dollar impact to this proposed policy. The resolution delegates authority to the Treasurer-Controller for the investment activities of the Agency.

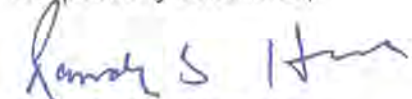
ENVIRONMENTAL ANALYSIS:

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.

COMMITTEE REVIEW:

On November 12, 2024, the Finance Committee reviewed and unanimously recommended Commission approval of delegating investment duties to the Treasurer-Controller for calendar year 2025.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

Resolution 24-133

RESOLUTION 24-133

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
DELEGATING INVESTMENT DUTIES TO THE TREASURER-CONTROLLER**

(reference Staff Report #275:24)

WHEREAS, Chapter 4 of the California Government Code, section 53600 et, seq., deals with the financial affairs of local government agencies, including cities; and

WHEREAS, the Northern California Power Agency Joint Powers Agreement specifies the laws regulating general law cities as being the law that applies to the Agency; and

WHEREAS, Government Code section 53607 provides that "the authority of the legislative body to invest or reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year"; and

WHEREAS, the Commission desires to confirm the authority of the Treasurer-Controller to invest or reinvest funds of the Agency, or to sell or exchange securities so purchased in compliance with Government Code section 53600 et. seq. for the calendar year 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 confirms that the duly appointed Treasurer-Controller of the Northern California Power Agency is delegated the authority to invest, or to reinvest funds of the Agency, or to sell or exchange securities so purchased consistent with NCPA's Investment Policy and respective bond indentures until such authority is revoked or expires and shall make a report each month of those transactions to the Commission.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
SECRETARY



Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: Second Amendment to Resolution 23-13, Revised Deposit Calculation for Schedule Coordination Program Agreement, Third Phase Agreements, Market Purchase Program, Gas Purchase Program, NCPA Green Power Program, and Single Member Services Agreements

AGENDA CATEGORY: Consent

FROM: Monty Hanks 
 Assistant General
 Manager/CFO
Division: Administrative Services
Department: Accounting & Finance

METHOD OF SELECTION:

N/A

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 checked="" type="checkbox"/>	City of Palo Alto <input checked="" type="checkbox"/>	Plumas-Sierra REC <input checked="" type="checkbox"/>
City of Biggs <input checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>	Port of Oakland <input checked="" type="checkbox"/>
City of Gridley <input checked="" type="checkbox"/>	City of Roseville <input checked="" type="checkbox"/>	Truckee Donner PUD <input type="checkbox"/>
City of Healdsburg <input checked="" type="checkbox"/>	City of Santa Clara <input checked="" type="checkbox"/>	Other <input type="checkbox"/>

If other, please specify

RECOMMENDATION:

Approve the Second Amendment to Resolution 23-13 extending the temporary implementation timeframe to allow staff to continue working with the Members to obtain their governing bodies' approval of the updated program agreement terms, to be completed as soon as administratively possible. The temporary Schedule Coordination Program Agreements deposit calculation is based on the highest two months of estimated CAISO costs, and the temporary deposit calculation for the other Programs is based on the highest single-month contract cost(s) plus the two highest months of Mark-to-Market.

BACKGROUND:

The Northern California Power Agency (NCPA) provides various Power Management services to its members pursuant to various program-based agreements that are signed by the participating member. These agreements provide for the obligation of the participating member to cover all costs and liabilities incurred through the program, thereby shielding other participating and non-participating members from the procurement costs and risks of the respective program. On February 23, 2023, the Commission authorized the revised deposit calculation requirements for the Programs and authorized the General Manager or his designee to temporarily implement the revised deposit calculations through calendar year 2023. Staff implemented the revised calculation methodologies in the month of February 2023. On November 30, 2023, the Commission authorized an extension of the temporarily revised deposit calculations through calendar year 2024.

Staff will continue to work with members to revise respective program agreements. The extension of time will provide the continued benefit of the revised calculation methodologies to participating members until the agreements have been amended by the Commission and the participating members' governing bodies which will occur as soon as administratively possible.

This new methodology is not applicable to the Purchase Agreements Between Geysers Power Company, LLC and Northern California Power Agency and the Third Phase Agreement for Purchase Agreements with Geysers Power Company, LLC. These executed agreements require security in an amount equal to the highest three (3) months of estimated project costs for the initial term from January 2025 through December 2026, which was collected by NCPA on November 25, 2024. No later than November 1, 2026, each Participant shall adjust the Security Deposit to an amount equal to the highest three (3) months of estimated Project Costs for the period January 2027 through December 2036, as estimated by NCPA.

FISCAL IMPACT:

Approval of the Second Amendment to Resolution 23-13 will not have a fiscal impact.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On November 6, 2024, 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 printed name.

RANDY S. HOWARD
General Manager

Attachments:

- Second Amendment to Resolution 23-13

AMENDED RESOLUTION 23-13

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING SECOND AMENDMENT TO REVISED DEPOSIT CALCULATION
REQUIREMENTS TO EXTEND UNTIL AMENDMENT OF RESPECTIVE AGREEMENTS IS
ADMINISTRATIVELY POSSIBLE

(reference Staff Report #276:24)

WHEREAS, the Northern California Power Agency (NCPA) provides various Power Management services to its members pursuant to various program-based agreements that are signed by the participating member. These agreements provide for the obligation of the participating member to cover all costs and liabilities incurred through the program, thereby shielding other participating and non-participating members from the procurement costs and risks of the respective program; and

WHEREAS, on February 23, 2023, the Commission authorized the revised deposit calculation requirements for the Programs and authorized the General Manager or his designee to temporarily implement the revised deposit calculations through calendar year 2023; and

WHEREAS, on November 30, 2023, the Commission authorized the extension of the temporarily revised deposit calculations through calendar year 2024; and

WHEREAS, staff continues to work with participating members updating the agreements and needs the temporarily revised deposit calculations timeframe extended until it is administratively possible to amend the agreements; and

WHEREAS, the extension of time will provide the continued benefit of the revised calculation methodologies to participating members until the agreements and Policy No. 200-101 have been amended by the Commission and the participating members' governing bodies; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Second Amendment to Resolution 23-13 extending the temporary implementation timeframe until it is administratively possible for staff and participating members to approve changes to the program agreement terms.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: Decommissioning Reserves Policy 200-104

AGENDA CATEGORY: Consent

FROM:	Monty Hanks <i>[Signature]</i> Assistant General Manager/CFO	METHOD OF SELECTION: 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"/>
<p><i>If other, please specify</i></p> <p>_____</p> <p>_____</p>		

RECOMMENDATION:

Approve Resolution 24-134 approving the new Decommissioning Reserves Policy 200-104.

BACKGROUND:

NCPA Policy 200-101 Operating Reserves includes a high-level purpose for decommissioning reserves and states that they "are funds set aside for the purpose of deactivating a generating plant or other facility and returning the site to a specified condition." NCPA began decommissioning reserve collections for the Geothermal Generating Project Number 3 (Geo) in 2007. Through Fiscal Year 2024, the Geo Project was the sole project for which NCPA budgeted and collected for future decommissioning costs.

NCPA's 2021-2026 Strategic Plan identified a goal to review the reserve and program security deposit policies to ensure collected balances are meeting the emerging market risks and opportunities. In conjunction with that goal and the member sentiments about the level of required deposits, security, and collateral collected by the Agency related to various program and agreements, staff solicited and awarded an RFP for a Reserve and Program Security Deposit Study in May, 2022 to Utility Financial Solutions (UFS). NCPA staff reviewed resulting draft study recommendations with the Facilities Committee that October.

During the discussion, the committee participants agreed that NCPA staff should take the steps necessary to create decommissioning reserves for the Combustion Turbine Project Number One (CT1), the Combustion Turbine Project Number Two-Unit One (CT2), and the Lodi Energy Center Project (LEC). NCPA performed updated decommissioning studies in Fiscal Year 2024 and included decommissioning collections in the Fiscal Year 2025 budget for Geo and CT2. The Agency will include decommissioning collections in the Fiscal Year 2026 budget for CT1 and LEC.

During Fiscal Years 2023 and 2024, three significant outages occurred at the Geo Project which required large outlays of unbudgeted funds. By the time the third outage occurred, NCPA had collected for one budget augmentation and after Commission approval had transferred funds from the project's Maintenance Reserve to pay for operational and repair costs. When the third outage occurred, there was a recommendation and Commission action to approve (Resolution 24-02) the transfer of previously collected funds from the Geothermal Decommissioning Reserve, as needed, to pay for the Geo Plant 1 Unit 2 Turbine Overhaul Project costs and authorizing the replenishment of the reserve funds by Project Participants, to the extent utilized, over a three-year period through the normal budgeting process beginning in Fiscal Year 2025. Through this chain of events, NCPA staff determined it prudent to develop a more specific Decommissioning Reserve Policy to include purpose and scope, definitions, reserve administration guidelines, authorized uses of reserve funds, and responsibilities.

FISCAL IMPACT:

Approval of the policy will not have a financial impact.

ENVIRONMENTAL ANALYSIS:

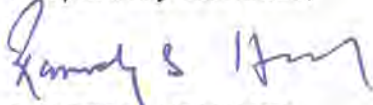
This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On November 4, 2024, the LEC Project Participant Committee approved Policy No. 200-104 Decommissioning Reserves for the LEC project and recommended Commission approval of the policy.

On November 12, 2024, the Finance Committee recommended Commission approval of the policy.

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:

- Policy No. 200-104 Decommissioning Reserves
- Resolution 24-134

RESOLUTION 24-134

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING POLICY NO. 200-104 DECOMMISSIONING RESERVES

(reference Staff Report #277:24)

WHEREAS, the Northern California Power Agency Policy (NCPA) No. 200-101 contains a brief one paragraph purpose description for Decommissioning Reserves; and

WHEREAS, NCPA began decommissioning reserve collections for the Geothermal Generating Project Number 3 in Fiscal Year 2007; and

WHEREAS, NCPA engaged with an external consulting firm to perform a Reserve and Program Security Deposit Study to ensure that required deposits, reserves, and collateral collected by the Agency were properly sized and structured and presented recommendations to the Facilities and Lodi Energy Center Project Participant Committees in Fiscal Year 2023; and

WHEREAS, the Facilities Committee requested that NCPA staff update Decommissioning Studies for the Geothermal Generating Project Number 3 (Geo) (Geothermal Project), Combustion Turbine Project Number One (CT1), the Combustion Turbine Project Number Two-Unit One (CT2), and the Lodi Energy Center Project (LEC) facilities and begin to collect Decommissioning Reserves for the CT1, CT2, and LEC projects; and

WHEREAS, the NCPA Fiscal Year budget included collection for the CT2 Decommissioning Reserve, and staff told the Facilities and LEC Project Participant Committees that the NCPA Fiscal Year 2026 budget would include Decommissioning Reserve collections for the CT1 and LEC projects; and

WHEREAS, three subsequent outages requiring large outflows of unbudgeted funds occurred at the Geothermal Project, and the Commission approved a loan from the Geothermal Decommissioning Reserve to fund expenditures for the third outage, as needed; and

WHEREAS, as a result of this chain of events, NCPA staff determined it prudent to develop a more specific Decommissioning Reserve Policy to include purpose and scope, definitions, reserve administration guidelines, authorized uses of reserve funds, and responsibilities; 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 the Decommissioning Reserves Policy No. 200-104.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY

	POLICIES & PROCEDURES MANUAL	No. 200-104	Page 1 of 6
		Owner: Acctg. & Finance	Effective: 12/2024 Updated:
SUBJECT:	Decommissioning Reserves		
		APPROVED: RANDY S. HOWARD, GENERAL MANAGER	

POLICY

It is the policy of the Agency to sufficiently fund future decommissioning costs for NCPA generation projects and to stabilize collections from Project Participants over the life of the assets. Such collected funds shall be accounted for separately for each power plant.

PURPOSE AND SCOPE

The purpose of this policy is to ensure that the Agency adequately collects for applicable generation projects' decommissioning costs prior to the time that those costs are incurred. This policy is applicable to the following NCPA generation projects: 1) Geothermal Generating Project Number 3; 2) Combustion Turbine Project Number One; 3) Combustion Turbine Project Number Two; and 4) Lodi Energy Center Project. This policy is not applicable to the Hydroelectric Project Number One. Decommissioning Reserves will be categorized as Designated Reserves and will be unrestricted. This policy identifies target reserve funding levels and authorized uses of reserve funds.


REFERENCE

- Agreement for Construction, Operation, and Financing of Geothermal Generating Project Number 3
- Agreement for Construction, Operation, and Financing of Combustion Turbine Project Number One
- Agreement for Construction, Operation, and Financing of Combustion Turbine Project Number Two-Unit One
- Lodi Energy Center Project Management and Operations Agreement
- NCPA's Investment Policy and Guidelines

DEFINITIONS AND GUIDELINES

All Resources Bill (ARB) is the invoice that NCPA issues to each Participant for its allocated share of generation and other resources, transmission, Administrative Services, Power Management, Legislative and Regulatory, reserves and deposits, and all other Agency program and activity related costs.

Decommissioning Reserve are funds set aside for the purpose of removing a generating facility from service at the end of its life including deconstruction and dismantling, the removal of components for reuse, remanufacturing, recycling, storage, and/or disposal, and any required remediation or restoration of the project site to a specified condition or to its original state. The decommissioning may be required by regulation, licensing, contract or leasehold agreements which may impose time and/or other conditional restraints on such activities. Properly planning and then collecting for decommissioning costs over time allows the Agency to mitigate negative impacts to environments and economies in which it

	Decommissioning Reserves	No. 200-104	Page 2 of 6
		Owner: Acctg. & Finance	Effective: 12/2024 Updated:

operates and stabilize costs and financial impact to Project Participants and their ratepayers. Decommissioning Reserves should be considered an integral part of the Agency risk management program.


Decommissioning Study (Capital Cost Estimate) are studies performed by third party consultants that result in updated models and cost estimates using current rates for key factors, revisiting California decommissioning requirements, incorporating current demolition and construction trends, and revisiting the demolition methodology based on current demolition industry experience using a determined approach such as the Engineering, Procurement, and Construction (EPC) approach. These studies will list major assumptions utilized in the study to arrive at the refreshed estimates.

Decommissioning requirements shall be reviewed at a maximum interval of every seven years and reserve requirements updated as needed depending on economic conditions, environmental laws or other such circumstances that may affect the cost of decommissioning. Decommissioning Study shall be updated within three years of the projected final decommissioning date when the last cost refresh occurred more than three years prior to the commencement of decommissioning activities.

Designated Reserves are that portion of unrestricted reserves that meet specific purposes set aside by the NCPA Commission. Designated reserves may be held for specific capital and operating purposes.

Emergency is an unanticipated event that results in an unbudgeted expense in excess of \$5 million or in excess of the project's unassigned Maintenance Reserve balance. The Agency standard operating procedure will be to recommend that such emergencies are funded from the respective project's Maintenance Reserve. If the funds required to pay for the emergency costs are not available in the project's Maintenance Reserve, NCPA will recommend to the Commission that the emergency is funded through a budget augmentation. Members may pay that augmentation with their available GOR balances or directly to NCPA, while non-member participants will pay funds directly to NCPA; the Agency may invoice the augmentation through the ARB or through a special invoice. As a last resort, NCPA's Assistant General Manager Administrative Services may recommend that the Commission fund the emergency through a loan from the respective plant's Decommissioning Reserve in the case that the respective Maintenance Reserve balance is not sufficient to pay for emergency costs and Project Participants and the NCPA Commission have determined that a budget augmentation is not a feasible option. Funds shall not be loaned to cover emergencies at plants other than the plant identified in the Designated Reserve.

General Operating Reserve (GOR) is a special voluntary reserve established for purposes of providing a vehicle to fund reasonably foreseeable contingent liabilities. It provides members complete flexibility and discretion to solely determine their participation and level of funding, if any, for any specific or non-specific contingent liability.

	Decommissioning Reserves	No. 200-104	Page 3 of 6
		Owner: Acctg. & Finance	Effective: 12/2024 Updated:

Decommissioning Reserve Loan occurs when Project Participants borrow funds from a plant's Decommissioning Reserve balance to fund an emergency expenditure. A loan from the reserve is the last resort when other funding sources are not available to cover the costs of an emergency. All loans require approval of the NCPA Commission prior to the transfer of fund balances from the project Decommissioning Reserve to the project Maintenance Reserve. Generally, loans will be limited to an aggregate 25% of the collected reserve balance for each project. When the market is such that securities can be sold without incurring losses, subject to NCPA Commission approval, loans may exceed the aggregate limit of 25%, but at no time will loans be made in excess of 35% of the collected reserve balance.

The Agency will review loans on a case by case basis to determine whether repayment to the Decommissioning Reserve is required or if interest earnings are projected to be sufficient to recover the loan principal balance and any foregone interest earnings. When repayment of the loan is required, the maximum allowable repayment term will be three years. NCPA will collect repayments of loans from Project Participants through the annual operating budget process.


In the event that a project participant supports a Decommissioning Reserve Loan to fund emergency expenses but states the intention to fund its allocated share of the costs from another source such as from its uncommitted GOR balance, NCPA will create a new Loan Allocation Basis to apportion the loan amongst the remainder of project participants. Future budgetary collections for the repayment to the Decommissioning Reserve will be based on that revised loan allocation basis and not on generation entitlement shares.

Loan Allocation Basis is the allocation methodology to be utilized when there are project participants who do not fund their respective portion of expenditures related to an emergency from the Decommissioning Reserve Loan. The allocation will be determined based on each participant that funded its respective share of the emergency costs through the loan in relation to the total loan amount.

Maintenance Reserves are set aside for the purpose of funding anticipated costs of future estimated scheduled overhauls and other major projects, unanticipated, but Commission approved, cost overruns, extraordinary repairs and unbudgeted maintenance. Fund balances and annual replenishments are affected through the annual operating budget.

Project Participants are entities that executed the project Third Phase Agreements together in each case with their respective successors or assigns.


Unassigned Maintenance Reserve Balance is the portion of a project Maintenance Reserve balance that has not been specifically identified to fund a maintenance or capital project.

	Decommissioning Reserves	No. 200-104	Page 4 of 6
		Owner: Acctg. & Finance	Effective: 12/2024 Updated:

DECOMMISSIONING RESERVE ADMINISTRATION

The Decommissioning Reserves will be administered as follows:

- Decommissioning funding for Geo, CT1, and CT2, as estimated in periodic decommissioning studies, shall be reviewed and recommended by the Facilities Committee for Commission approval and incorporated into the annual budget process. Decommissioning studies and funding for the Lodi Energy Center shall be reviewed and approved by the Lodi Energy Center Project Participant Committee.
- Funds will be held by NCPA in separate project related accounts in its general ledger.
- Funds will not be comingled with other Operating Funds for investment purposes, but rather will be separately held and invested in accordance with Agency Investment Policy and Guidelines.
- Funds shall not be loaned to cover emergencies at plants other than the plant identified in the Designated Reserve.
- Interest earnings thereon shall be paid and added to the respective project Decommissioning Reserve account balances. Individual participant accounts will be credited with their proportionate share of such earnings. When there is an outstanding Decommissioning Reserve Loan for a respective project, the net balance used to allocate interest to participants will reflect the reduction of the outstanding loan balance for each participant who funded their proportion of the emergency costs through that loan.
- NCPA will maintain a detailed accounting by Participant, which will be updated not less than quarterly and shall be available at any time to a participant upon request.
- The prior year's activity will be reviewed and the proposed funding level presented during the NCPA Annual Budget process. Such proposed funding levels will be based on the most recent Decommissioning Study cost estimate for each of the projects.
- The cost allocation for annual collection of repayment for Decommissioning Reserve Loans will be based on the Loan Allocation Basis.
- The Agency may invest up to 25% of each reserve's portfolio in investments with maximum maturities of up to one year. The balance of investment maturities will be aligned with projected decommissioning activity cash flow needs. Any investment losses resulting from the sale of investments prior to the maturity dates to fund emergencies, i.e., before maturity, shall be allocated to and borne by the Project

	Decommissioning Reserves	No. 200-104	Page 5 of 6
		Owner: Acctg. & Finance	Effective: 12/2024 Updated:

Participant(s) causing such action by NCPA. When an emergency requires the liquidation of investments, the Treasurer-Controller will mitigate losses to the extent possible. The potential loss on the early sale of investments shall be included in the Staff Report recommending the use of Decommissioning Reserve funds to pay for the emergency related costs.

AUTHORIZED USES OF RESERVE FUNDS

The Decommissioning Reserves funds may be used for decommissioning purposes and for Loans to pay for costs associated with an emergency, as approved by the NCPA Commission.

RESPONSIBILITY

NCPA COMMISSION is responsible for, among other things, reviewing and approving the use of Decommissioning Reserve funds as a loan to pay for costs associated with an emergency.


ASSISTANT GENERAL MANAGER (AGM) Generation Services is responsible for the Decommissioning Reserves. Responsibilities include monitoring usage of the reserves, obtaining Decommissioning Study cost estimates, and recommending adjustments and/or changes to the reserves as needed.

ASSISTANT GENERAL MANAGER (AGM) Administrative Services/CFO is responsible for all Reserve funds to include: opening or closing reserve funds, recommending policy changes in regard to reserves and ensuring that these reserves are used in assessing the Agency's risk management program. The AGM/CFO may recommend funding generating plant emergencies through a Decommissioning Reserve Loan from the respective plant's Decommissioning Reserve in the case that the project's respective Maintenance Reserve balance is not sufficient to pay for the emergency costs and Project Participants and NCPA Commission have determined that a budget augmentation is not a feasible option.

TREASURER-CONTROLLER is responsible for monitoring usage of the reserve funds, assessing the adequacy of the reserves, budgeting reserves to maintain appropriate reserve balances, periodic reporting of reserve activity, laddering reserve investments, and mitigating losses on the early sale of investments that are needed to pay for emergencies as approved by the NCPA Commission.

RESERVE ANNUAL AND AGGREGATE TARGETS AND FUNDING

Reserves are generally funded through the annual operating budget process. Annual and aggregate funding targets are included in Attachment 1.

	Decommissioning Reserves	No. 200-104	Page 6 of 6
		Owner: Acctg. & Finance	Effective: 12/2024 Updated:

VERSION HISTORY

No.	Explanation	Date	Author
0	Original Policy	12/24	SA




26

Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: McKay's Point Diversion Dam 17KV Distribution Fire Hardening Project;
Applicable to the following: The Northern California Power Agency (NCPA) Hydroelectric Facility

AGENDA CATEGORY: Discussion/Action

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

IMPACTED MEMBERS:

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

If other, please specify

RECOMMENDATION:

Approve Resolution 24-125 authorizing the McKay's Point Diversion Dam 17KV Distribution Fire Hardening Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$730,000, and authorizing \$730,000 from the approved FY25 Hydroelectric Budget to fund the project. A DOE 247 Award No. 3088-1586 grant funding award has been issued and if any collections are received, funds will be refunded during the final settlements for the fiscal year they were received.

BACKGROUND:

NCPA operates the North Fork Stanislaus Hydroelectric Project (FERC Project No. 2409), which NCPA constructed in the late 1980's. One of the project features is the McKay's Point Diversion Dam 17KV Distribution line that powers McKays and Beaver Creek Diversion systems.

This 17KV distribution line is located within the California Public Utilities Commission (CPUC) Tier 3 boundary, which indicates an extreme risk of fire from overhead power lines. The overhead section is 30 years old and was constructed with wooden poles and bare wire conductors, which are susceptible to wildfire. The easement is located on private land and is 30ft wide (15ft either side of centerline).

The McKay's Point Diversion Dam 17KV Distribution Fire Hardening Project will consist of replacing the wooden poles with steel poles and replacing the bare conductors with covered conductors, which will reduce the risk of a fire. The site work is scheduled to be completed by June 2025.

FISCAL IMPACT:

The total cost for engineering, design, maintenance services and permits for the project is anticipated not to exceed \$730,000. Funds for the project were included in the approved FY25 Hydroelectric budget.

Estimated Cost Breakdown:

Engineering / inspection services	\$75,000
Labor & materials	\$490,000
Environmental Inspections	\$16,000
Biological pre-work survey	\$15,000
Contingency (22%)	\$134,000
Total	\$730,000

SELECTION PROCESS:

NCPA is currently preparing to solicit competitive bids from multiple vendors to perform the work required for this project. NCPA will bid the specific scope of work consistent with NCPA

procurement policies and procedures. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required. Bids will be due on November 15, 2024.

ENVIRONMENTAL ANALYSIS:

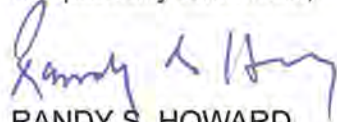
The activities for the McKay's Point Diversion Dam 17KV Distribution Fire Hardening Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b)(d), and 15302 (c) of the Guideline (Classes 1, 2) which exempts public owned electric utilities from the provisions of the California Environmental Quality Act. This project consists of replacement of the existing power poles and conductors which is routine, recurring maintenance to existing equipment and facilities and conforms to this exemption. A Notice of Exemption for this type of work was approved by the NCPA Commission and filed with Calaveras County on March 27, 2014.

The McKay's Point Diversion Dam 17KV Distribution Fire Hardening Project does not require permits from various Agencies for these maintenance activities. The Federal Energy Regulatory Commission (FERC) reviewed the proposed maintenance work and concluded that their authorization is not required. Biological and wildlife surveys may be required depending on the time of year the on-site work is performed.

COMMITTEE REVIEW:

The recommendation was reviewed by the Facilities Committee on November 6, 2024, and was recommended for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution 24-125

RESOLUTION 24-125

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE MCKAYS'S POINT DIVERSION DAM 17KV DISTRIBUTION FIRE HARDENING
PROJECT**

(reference Staff Report #265:24)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains the McKay's Point Diversion Dam 17KV distribution feeder on behalf of the project participants in the North Fork Stanislas River Hydroelectric Development Project; and

WHEREAS, the overhead section of this 17KV distribution feeder is over 30 years old and located within the California Public Utilities Commission (CPUC) Tier 3 boundary. The current overhead 17KV is constructed of wooden poles and bare conductors, which are susceptible to wildfire; and

WHEREAS, the proposed McKay's Point Diversion Dam 17KV Distribution Fire Hardening Project will consist of replacement of the wooden poles with steel poles and replacement of bare conductors with covered conductors, which will reduce the risk of fire; and

WHEREAS, NCPA is currently preparing to solicit competitive bids from multiple vendors to perform the maintenance work required for this project; and

WHEREAS, the proposed activities of the McKay's Point Diversion Dam 17KV Distribution Fire Hardening Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b)(d), and 15302 (c) of the Guideline (Classes 1, 2) which exempts public owned electric utilities from the provisions of the California Environmental Quality Act. This project consists of replacement of the existing power poles and conductors which is routine, recurring maintenance to existing equipment and facilities and conforms to this exemption. A Notice of Exemption for this type of work was approved by the NCPA Commission and filed with Calaveras County on March 27, 2014; and

WHEREAS, the McKay's Point Diversion Dam 17KV Distribution Fire Hardening Project does not require permits from various Agencies for approval. The Federal Energy Regulatory Commission (FERC) reviewed the proposed maintenance work and concluded that their authorization is not required. Biological and wildlife surveys may be required depending on the time of year the on-site work is performed; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the McKay's Point Diversion Dam 17KV Distribution Fire Hardening Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$730,000, and approval of these funds to come from the approved FY25 Hydroelectric Budget. A DOE 247 Award No. 3088-1586 grant funding award has been issued and, if any collections are received, funds will be refunded during the final settlements for the fiscal year they were received.

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PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY




Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: 2025 Geothermal Plant #2 Diesel Tank Project; Applicable to the following:
Northern California Power Agency (NCPA) Geothermal Facility

AGENDA CATEGORY: Discussion/Action

FROM:	Mike DeBortoli 	METHOD OF SELECTION:
	Assistant General Manager	Public Works Bid
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"/>
Alameda Municipal Power	<input checked="" type="checkbox"/>	City of Lompoc <input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input type="checkbox"/>	City of Palo Alto <input type="checkbox"/>
City of Biggs	<input checked="" type="checkbox"/>	City of Redding <input type="checkbox"/>
City of Gridley	<input checked="" type="checkbox"/>	City of Roseville <input checked="" type="checkbox"/>
City of Healdsburg	<input checked="" type="checkbox"/>	City of Santa Clara <input checked="" type="checkbox"/>
		City of Shasta Lake <input type="checkbox"/>
		City of Ukiah <input checked="" type="checkbox"/>
		Plumas-Sierra REC <input checked="" type="checkbox"/>
		Port of Oakland <input type="checkbox"/>
		Truckee Donner PUD <input type="checkbox"/>
		Other <input checked="" type="checkbox"/>
	<i>If other, please specify</i>	Turlock

RECOMMENDATION:

Approve Resolution 24-127 authorizing the 2025 Geothermal Plant #2 Diesel Tank Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not exceed amount of \$1,036,836.

BACKGROUND:

The Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal facility near Middletown, CA consisting of two power plants with containment areas with 78 steam production and water injection wells, located on Bureau of Land Management (BLM) land.

On September 25, 2014, California State Senate Bill 445 was approved. Senate Bill 445 requires that all underground single walled storage tanks (UST) containing hazardous substances such as diesel must be removed from service by December 31, 2025. NCPA's Geothermal Plant #2 currently utilizes a single walled underground diesel tank for its backup auxiliary generator and fire pump system. NCPA's 2025 Geothermal Plant #2 Diesel Tank Project will remove the existing underground diesel tank and replace it with an above-ground tank.

NCPA has spent \$248,917 on preliminary engineering, California Energy Commission (CEC) oversight, and procurement of an above-ground diesel tank. The engineering construction package is not complete and CEC approval is still needed before the project can be put out for bid.

Staff is now requesting approval from the Commission for the 2025 Geothermal Plant #2 Diesel Tank Project to allow NCPA to complete the engineering work, obtain CEC approval, put the project out for bid, and install and commission the new tank. It should be noted that the estimated project costs may require further adjustment based on bids received. As required per NCPA's procurement policies, any requests for additional funds will be brought to the Commission at that time.

FISCAL IMPACT:

As stated above, project costs of \$248,917 have already been spent for preliminary engineering and the purchase of an above-ground diesel tank. A breakdown of the expenditures to date is shown in the table below.

2025 Geothermal Plant #2 Diesel Tank Project - Expenditures to Date	
Description	Amount
Engineering	\$123,409
Procurement of Diesel Tank	\$112,069
CEC Oversight	\$13,439
Total	\$248,917

To complete the project, additional funds of \$587,919 were encumbered under Commission Resolution 24-116 for the 2025 Geothermal Plant #2 Diesel Tank Project. Combined with

\$200,000 budgeted in FY 2025, there is a total of \$787,919 available for the 2025 Geothermal Plant #2 Diesel Project. These funds will be used to complete the engineering work, obtain CEC approval, procurement of additional materials, and installation and commissioning of the new tank. A breakdown of the expected costs going forward is shown in the table below.

2025 Geothermal Plant #2 Diesel Tank Project – Costs to Complete	
Description	Amount
Engineering	\$84,000
Materials, Installation, and Commissioning	\$687,419
CEC Oversight	\$16,500
Total	\$787,919

The total cost of this project is estimated not to exceed \$1,036,836. Estimated project costs may require further adjustment based on the bids received. Any requests for additional funds will be brought back to the Commission at that time. Funding sources for this project are shown in the table below.

Totals	
Geothermal Plant #2 Diesel Tank Project Costs to Date	\$248,917
FY 2024 Encumbered Funds	\$587,919
FY 2025 Geothermal Plant #2 Diesel Tank Project	\$200,000
	\$1,036,836

SELECTION PROCESS:

The 2025 Geothermal Plant #2 Diesel Tank Project will be bid as a Public Works Project in accordance with NCPA purchasing policies and procedures. Bids will be solicited from as many qualified providers as possible. Bids are awarded to the lowest cost provider. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

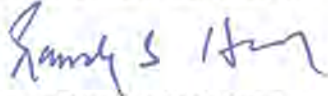
ENVIRONMENTAL ANALYSIS:

The proposed activities of the 2025 Geothermal Plant #2 Diesel Tank Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b) and 15302(b)(c) (Classes 1 and 2 as described in Title 14 of the California Code of Regulations at §§15000 et seq.). This project will not change the function, size or operation of the equipment and/or facilities. NCPA filed a Notice of Exemption that covers this activity with Lake and Sonoma Counties, and no environmental review is necessary. Thus, this project conforms to these exemptions.

COMMITTEE REVIEW:

The proposed 2025 Geothermal Plant #2 Diesel Tank Project will be presented for review in the December 4, 2025 Facilities Committee Meeting.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Randy S. Howard", written in a cursive style.

RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution 24-127

RESOLUTION 24-127

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE 2025 GEOTHERMAL PLANT #2 DIESEL TANK PROJECT

(reference Staff Report #267:24)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains on behalf of the project owners a Geothermal Facility near Middletown, CA, consisting of two geothermal power plants, NCPA 1 and NCPA 2, with 78 steam and water injection wells, located on Bureau of Land Management (BLM) land; and

WHEREAS, NCPA's Geothermal Plant #2 currently utilizes a single walled underground storage tank to supply diesel to its auxiliary generator and fire pump system; and

WHEREAS, on September 25, 2014, California State Senate Bill 445 was approved, requiring all single walled storage tanks containing hazardous substances such as diesel to be removed from service by December 31, 2025; and

WHEREAS, NCPA has spent \$248,917 on preliminary engineering, California Energy Commission (CEC) oversight, and procurement of an above-ground diesel tank; and

WHEREAS, the proposed 2025 Geothermal Plant #2 Diesel Tank Project will replace the existing underground storage tank with an above-ground tank. Approval of this project will allow NCPA to complete the engineering work, obtain CEC approval, put the project out for bid, and install and commission the new tank; and

WHEREAS, project funds totaling \$587,919 were encumbered under Commission Resolution 24-116 to complete the project; and

WHEREAS, the proposed activities of the 2025 Plant #2 Diesel Tank Project are exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(b) and 15302(b)(c) (Classes 1 and 2 as described in Title 14 of the California Code of Regulations at §§15000 et seq.) and this project will not change the function, size or operation of the equipment and/or facilities and NCPA filed a Notice of Exemption that covers this activity with Lake and Sonoma Counties and no environmental review is necessary; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the 2025 Plant #2 Diesel Tank Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not exceed amount of \$1,036,836.

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PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST: _____
CARRIE POLLO
ASSISTANT SECRETARY



Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: Preliminary Studies & Investigations (PS&I) Request – NCPA Battery Energy Storage System (BESS) Sites; Applicable to the following: All Northern California Power Agency (NCPA) Members

AGENDA CATEGORY: Discussion/Action

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

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 24-128 for a Preliminary Studies & Investigations (PS&I) request to investigate possible sites for a future battery energy storage system (BESS) project, and authorizing the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the request in accordance with NCPA's purchasing policies and procedures, without further approval by the Commission, for an amount not to exceed \$200,000, and authorizing the funds to come from the PS&I Budget Account.

BACKGROUND:

On March 23, 2023, the NCPA Commission directed NCPA staff to establish a Preliminary Studies and Investigations (PS&I) budget account to fund activities associated with researching and/or evaluating new projects that may be of interest to NCPA Members. On April 25, 2024, the NCPA Commission approved a Preliminary Studies and Investigations Procedure (GS-201), which detailed the process for utilizing funds from the PS&I budget account.

NCPA has identified multiple parcels for sale which could be favorable for a future battery energy storage system (BESS) project. These parcels are favorable due to proximity to NCPA's Transmission Assets. At this stage, the evaluation is not a financial model or any other objective measure. The evaluation is purely subjective and conceptual in nature.

As required per the PS&I Procedure (GS-201), NCPA is now seeking a recommendation from the Commission for approval to complete a preliminary investigation of the potential sites using funds from the PS&I budget account.

FISCAL IMPACT:

The total cost of the above proposed preliminary investigation is anticipated not to exceed \$200,000, to be funded from the PS&I budget account. The PS&I Procedure (GS-201) requires that NCPA seek Commission approval to utilize funds from this budget account. The PS&I fund account has a current balance of \$300,000.

SELECTION PROCESS:

Upon approval to move forward with the proposed preliminary investigation, NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will issue purchase orders based on cost and availability of the services needed at the time the services are required.

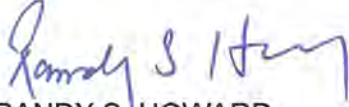
ENVIRONMENTAL ANALYSIS:

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 November 6, 2024, the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution 24-128

RESOLUTION 24-128

**RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE PRELIMINARY STUDIES AND INVESTIGATIONS (PS&I) REQUEST TO
INVESTIGATE SITE FOR FUTURE BATTERY ENERGY STORAGE SYSTEM (BESS)**

(reference Staff Report 268:24)

WHEREAS, on March 23, 2023, the NCPA Commission directed NCPA staff to establish a Preliminary Studies and Investigations (PS&I) budget account to fund activities associated with researching and/or evaluating new projects that may be of interest to NCPA Members; and

WHEREAS, on April 25, 2024, the NCPA Commission approved a Preliminary Studies and Investigations Procedure (GS-201), which detailed the process for utilizing funds from the PS&I budget account; and

WHEREAS, NCPA has identified multiple parcels for sale which could be favorable for a future battery energy storage system (BESS) project; and

WHEREAS, NCPA is seeking approval to complete a preliminary investigation of the potential sites using funds from the PS&I budget account. This evaluation is not a financial model or any other objective measure, and is purely speculative and conceptual in nature; 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 the Preliminary Studies & Investigations (PS&I) request to investigate possible sites for a future battery energy storage system (BESS) project, and authorizes the General Manager or his designee to award bids, execute agreements, and to issues purchase orders for the request in accordance with NCPA's purchasing policies and procedures, without further approval by the Commission, for an amount not to exceed \$200,000, and authorizes the funds to come from the PS&I Budget Account.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY




Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: Lodi Energy Center "B" Gas Compressor Overhaul Project; Applicable to the following: The Northern California Power Agency (NCPA) Lodi Energy Center

AGENDA CATEGORY: Discussion/Action

FROM: Michael DeBortoli 
Assistant General Manager

METHOD OF SELECTION:

Sole Source

Division: Generation Services

If other, please describe:

Department: Combustion Turbines

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 type="checkbox"/>	City of Lompoc	<input checked="" type="checkbox"/>	City of Ukiah	<input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input checked="" 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 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

Azusa, CDWR,

Modesto, PWRPA

RECOMMENDATION:

Approve Resolution 24-143 authorizing the Lodi Energy Center "B" Gas Compressor Overhaul Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$380,000, and authorizing the use of \$380,000 from the LEC Maintenance Reserve account to fund this work.

BACKGROUND:

NCPA's Lodi Energy Center had a second mechanical seal failure on the fuel gas compressor "B". The fuel gas compressor is a critical component of the combustion turbine; the gas compressor cannot operate without a working seal.

Kobelco Compressors of America, Inc. is the original equipment manufacturer of the gas compressors used at NCPA's LEC facility. After completing an on-site inspection of the fuel gas compressor and observing the operating conditions, Kobelco has determined that the "B" gas compressor requires a major overhaul. Specifically, the thrust on the compressor lobes are close to alarm, which causes a shift as they thermally expand, placing the seal out of spec and causing a premature failure of the new seal.

Staff is now requesting approval of the LEC "B" Gas Compressor Overhaul Project to send the fuel gas compressor off-site to Kobelco's facility located in Houston, Texas for a complete overhaul and replacement of the seal.

FISCAL IMPACT:

The total cost of the LEC "B" Gas Compressor Overhaul Project is estimated not to exceed \$380,000. A breakdown of the project costs is included in the table below.

LEC "B" Gas Compressor Overhaul – Projected Costs	
Gas Compressor Overhaul	\$180,000
Crane Services	\$30,000
Scaffolding Services	\$12,500
Millwright/Pipefitters Services	\$40,000
Incidentals	\$20,000
Kobelco TFA	\$30,000
Compressor Shipping	\$10,500
New Compressor Seal	\$30,000
Contingency Funds	\$27,000
TOTAL	\$380,000

NCPA is seeking authorization to spend \$380,000 from the LEC Maintenance Reserve account to help fund this work. A table of the current balance of the LEC Maintenance Reserve account is shown below.

5-Year Maintenance Reserve Projections

	FY25	FY26	FY27	FY28	FY29
Project Spending	1,235,000	4,125,000	3,407,551	3,725,162	2,088,725
Annual Contribution	2,769,390	2,852,472	2,938,046	3,026,188	3,116,973
End of FY Balance	5,729,854	4,457,327	3,987,822	3,288,848	4,317,096

SELECTION PROCESS:

Kobelco Compressors America, Inc. is the original equipment manufacturer of the fuel gas compressors used at NCPA's LEC facility. There are no other vendors with the ability to complete this required overhaul. As such, NCPA will award this work to Kobelco Compressors America, Inc. on a sole-source basis.

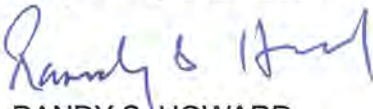
ENVIRONMENTAL ANALYSIS:

The LEC "B" Gas Compressor Overhaul Project is exempt from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (a), (b), (d), 15302 (c) of the CEQA Guidelines (Classes 1, 2) which exempts public owned electric utilities from the provisions of the California Environmental Quality Act. This project consists of a complete overhaul of the "B" gas compressor at NCPA's Lodi Energy Center Plant. This project will not change the function, size, or operation of the Plant. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin. Thus, this project conforms to these exemptions.

COMMITTEE REVIEW:

This item will be presented to the Lodi Energy Center Project Participant Committee for review and ratification at its December 9, 2024 regular meeting.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution 24-143

RESOLUTION 24-143

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY
APPROVING THE LODI ENERGY CENTER "B" GAS COMPRESSOR OVERHAUL PROJECT

(reference Staff Report #285:24)

WHEREAS, NCPA's Lodi Energy Center had a second mechanical seal failure on the fuel gas compressor "B". The gas compressor cannot operate without a working seal; and

WHEREAS, Kobelco Compressors of America, Inc. is the original equipment manufacturer of the gas compressors used at NCPA's LEC facility. After completing an on-site inspection of the fuel gas compressor and observing the operating conditions, Kobelco has determined that the "B" gas compressor requires a major overhaul; and

WHEREAS, the LEC "B" Gas Compressor Overhaul Project will be awarded to Kobelco Compressors of America, Inc. on a sole-source basis as they are the original equipment manufacturer and there are no other vendors with the ability to complete the required overhaul work; and

WHEREAS, the LEC "B" Gas Compressor Overhaul Project is exempt from the provisions of the California Environmental Quality Act pursuant to Sections 15301 (a), (b), (d), 15302 (c) of the CEQA Guidelines (Classes 1, 2) which exempts public owned electric utilities from the provisions of the California Environmental Quality Act. This project consists of a complete overhaul of the "B" gas compressor at NCPA's Lodi Energy Center Plant. This project will not change the function, size, or operation of the Plant. A Notice of Exemption was approved by the NCPA Commission on September 27, 2013 for this class of work and was filed in San Joaquin. Thus, this project conforms to these exemptions; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Lodi Energy Center "B" Gas Compressor Overhaul Project and delegates authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$380,000, and authorizes the use of \$380,000 from the LEC Maintenance Reserve account to fund this work.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY



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Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: ARCHES H2 LLC Subrecipient Agreement No. 14; Applicable to the following:
NCPA's Lodi Energy Center

AGENDA CATEGORY: Discussion/Action

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

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 type="checkbox"/>	City of Lompoc	<input checked="" type="checkbox"/>	City of Ukiah	<input checked="" type="checkbox"/>
San Francisco Bay Area Rapid Transit	<input checked="" 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 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

Azusa, CDWR, Modesto,

PWRPA

RECOMMENDATION:

Approve Resolution 24-144 authorizing execution of the ARCHES Phase 1 Subrecipient Award for \$35,000,000 with authorization to start Phase 1 work with a planned budget amount of \$7,609,998 with further limitations that NCPA is only authorized to spend \$247,000 for limited participation in the Development and Implementation of Hydrogen Hub in California project through the Lodi Energy Center Hydrogen Project ("H2 Project") and delegating authority to the General Manager or his designee to award bids, execute agreements including but not limited to the ARCHES H2 LLC Subrecipient Agreement No. 14 ("ARCHES Agreement"), and to issue purchase orders for the H2 Project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$247,000, and authorizing the use of Fiscal Year 2025 encumbered funds for Lodi Energy Center (LEC) hydrogen activities to fund the H2 Project contingent upon the following two actions: 1) approval of this same action by the LEC Project Participant Committee (LEC PPC), and 2) coincidentally submitting a letter to ARCHES following the requirements of the ARCHES Agreement notifying ARCHES of NCPA's limited authority to go forward.

BACKGROUND:

NCPA submitted to ARCHES a plan to convert its Lodi Energy Center facility to 45% hydrogen blend as part of the California statewide submission for grant funding to the United States Department of Energy (DOE) funding to accelerate the commercial-scale deployment of low-cost, clean hydrogen.

On October 13, 2023, the White House announced that ARCHES H2 LLC, otherwise known as the Alliance for Renewable Clean Hydrogen Energy Systems ("ARCHES"), would receive up to \$1.2 billion in funding from the United States Department of Energy (DOE) to accelerate the commercial-scale deployment of low-cost, clean hydrogen projects.¹ ARCHES and the Office of Clean Energy Demonstrations, an office within DOE, have entered into Cooperative Agreement No. DE-CD0000041 (referred to as the "Award"),

On October 3, 2024, ARCHES extended the ARCHES H2 LLC Subrecipient Agreement No. 14 ("ARCHES Agreement") to NCPA for development of its proposed project to have hydrogen serve as an energy storage system and fuel supply for LEC. ARCHES initially offered to provide \$15 million in funds for NCPA's H2 Project. After negotiation between ARCHES and NCPA, ARCHES proposed to increase the award to \$35 million to NCPA over all phases of the H2 Project.

ARCHES has stated that no projects including NCPA's H2 Project will receive any funding in the first phase called the "Authorized Budget Period/Phase". NCPA's H2 Project submission included an estimated \$7.6 million in investment in the Authorized Budget Period/Phase. The \$35 million allocated to NCPA for the H2 Project is allocated to come in later phases. Unfortunately, there is no guarantee that future phases will be funded. "Each decision by DOE whether to authorize and fund future phases is separate and distinct. Neither ARCHES nor any Subrecipient has any entitlement to any authorization for Federal funding of activities beyond the current phase." (ARCHES Agreement at 12.)

¹ [Biden-Harris Administration Announces \\$7 Billion For America's First Clean Hydrogen Hubs, Driving Clean Manufacturing and Delivering New Economic Opportunities Nationwide | Department of Energy](#)

Furthermore, the Authorized Budget Period/Phase is scheduled to start on February 1, 2025 and end on June 30, 2025. NCPA cannot complete its proposed Phase 1 budgeted scope of work within the defined Authorized Budget Period/Phase provided in the ARCHES Agreement.

In addition, due to the change from the Biden Administration to the Trump Administration, NCPA does not know whether the U.S. Congress and DOE will continue to fund the *Development and Implementation of Hydrogen Hub in California* at the levels previously expected, if at all.

It has become imperative that LEC Project Participants and NCPA Commissioners make a decision to enter into the Phase 1 Subrecipient Agreement in order to continue to hold its place in the hydrogen hub. Failure to execute the ARCHES Phase 1 Subrecipient Agreement may result in expulsion from the Hydrogen Hub and the allocated funds being distributed to other projects.

However, given the uncertainty of future funding and the time constraints for Authorized Budget Period/Phase, NCPA plans to complete only initial planning activities at this time. Those activities will include development of management, cyber security and community benefits plans; creation of a cyber security framework; and development of a delivery baseline with scope, schedule, budget and milestones. If time and budget allow, NCPA will also develop requests for proposals for engineering and environmental services needed to prepare environmental documents needed to meet the requirements of the California Environmental Quality Act, Cal. Publ. Res. Code §§ 21000 et seq. (CEQA), and the National Environmental Policy Act, 42 USC §§ 4321 et seq., (NEPA).

In further recognition of the funding uncertainty and time constraints, NCPA's total expenditure of funds during the Authorized Budget Period/Phase, including NCPA staff time, for the above-listed activities will not exceed \$247,000 (the "Limited Authorization"). Any further funding would only proceed upon further authorization from the Commission and the funding entities whether that is the LEC Project Participants or through a Phase 2 Agreement. Furthermore, NCPA will not proceed with the ARCHES Agreement or expending the Limited Authorization without an affirmative vote of LEC Project Participant Committee ("LEC PPC").

Given this proposal for limited funding and limited engagement during the Authorized Budget Period/Phase, NCPA needs to submit written notice to ARCHES under the terms of the ARCHES Agreement of NCPA's Limited Authorization to proceed concurrent with execution of the ARCHES Agreement. (ARCHES Agreement, DOE Standard Terms and Conditions, Term 15.C, at 13.)

The ARCHES Agreement includes the following Termination conditions: Term 30 allows NCPA to terminate the subaward with 30 days' notice. Term 11(F) of the DOE Award-Specific Terms details that, after termination of the contract, a refund is owed only if the DOE share of incurred costs is less than the amount reimbursed under the agreement, while subrecipients can request additional reimbursement if DOE has paid less than the allowable costs incurred.

FISCAL IMPACT:

The total not to exceed amount of \$247,000 to fund initial activities related to Phase 1 of the H2 Project will come from Fiscal Year 2025 encumbered funds for LEC hydrogen activities, contingent upon approval of this same action by LEC PPC. Any additional funding will require

additional approval of this Commission and the funding entities whether that is LEC PPC or a Phase 2 Agreement.

SELECTION PROCESS:

NCPA will solicit competitive bids from multiple vendors to perform the work required for this project as necessary throughout the Authorized Budget Period/Phase and any authorized subsequent phases. NCPA will bid the specific scope of work consistent with NCPA procurement policies and procedures. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

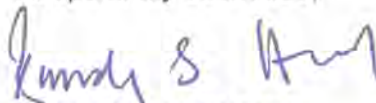
NCPA's activities consisting of creating plans, developing requests for proposals, and preliminary work to develop environmental documents consistent with CEQA would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore, not a "project" for purposes of Section 21065 of the California Environmental Quality Act. Thus, no environmental review is necessary at this stage of H2 Project development.

DOE has made a final NEPA determination and has issued a categorical exclusion for all activities authorized in this Budget Period the Authorized Budget Period/Phase that includes activities proposed by NCPA and all other award recipients.

COMMITTEE REVIEW:

The above item will be presented to LEC PPC for review and approval in the December 9, 2024 regular LEC PPC meeting. NCPA staff will not return the ARCHES Agreement or expend the Limited Authorization provided by the Commission approval of this item until it is also approved by LEC PPC.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 24-144
- ARCHES Subrecipient Agreement

RESOLUTION 24-144

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY AUTHORIZING NCPA PARTICIPATION IN ARCHES H2 LLC SUBRECIPIENT AGREEMENT NO.14

(reference Staff Report #286:24)

WHEREAS, on October 13, 2023, the White House announced ARCHES H2 LLC otherwise known as the Alliance for Renewable Clean Hydrogen Energy Systems ("ARCHES") will receive up to \$1.2 billion in funding from the United States Department of Energy (DOE) to accelerate the commercial-scale deployment of low-cost, clean hydrogen;¹ and

WHEREAS, ARCHES and the Office of Clean Energy Demonstrations, an office within DOE, have entered into Cooperative Agreement No. DE-CD0000041 (referred to as the "Award"), and

WHEREAS, ARCHES has extended an ARCHES H2 LLC Subrecipient Agreement No. 14 to Northern California Power Agency (NCPA) for development of hydrogen to serve as an energy storage system and fuel supply for the Lodi Energy Center ("ARCHES Agreement"); and

WHEREAS, ARCHES proposes to award \$35 million dollars to NCPA over all phases of the ARCHES Agreement; and

WHEREAS, DOE funding under the Award and the ARCHES Agreement proceeds by phase, only Phase 1 is funded and NCPA will not receive any funds from the grant in Phase 1; and

WHEREAS, ARCHES and DOE explicitly do not guarantee funding beyond Phase 1: "Each decision by DOE whether to authorize and fund future phases is separate and distinct. Neither ARCHES nor any Subrecipient has any entitlement to any authorization for Federal funding of activities beyond the current phase"; and

WHEREAS, the ARCHES Agreement requires NCPA to provide "at least its share of total project costs for the entire Period of Performance of the Award and for each Budget Period as specified in the Subaward" (ARCHES Agreement at 13); and

WHEREAS, NCPA's budget as presented to ARCHES and DOE for Phase 1 has an estimated total cost of \$7,609,998.00 for development activities including engineering and environmental work (ARCHES Agreement at 128); and

WHEREAS, the ARCHES Agreement anticipated start is February 1, 2025, and anticipated end is June 30, 2025, described as the Authorized Budget Period/Phase (ARCHES Agreement at 36); and

WHEREAS, NCPA cannot complete the Phase 1 budgeted scope of work within the defined Authorized Budget Period/Phase provided in the ARCHES Agreement; and

WHEREAS, due to the change from the Biden Administration to the Trump Administration, NCPA does not know whether the U.S. Congress and DOE will continue to fund the *Development and Implementation of Hydrogen Hub in California* at the levels previously expected, if at all; and

¹ [Biden-Harris Administration Announces \\$7 Billion For America's First Clean Hydrogen Hubs, Driving Clean Manufacturing and Delivering New Economic Opportunities Nationwide | Department of Energy](#)

WHEREAS, given the uncertainty of future funding and the time constraints for Authorized Budget Period/Phase, NCPA plans to complete only initial planning activities such as development of management, cyber security and community benefits plans; creation of a cyber security framework; and development of a delivery baseline with scope, schedule, budget and milestones; and if time and budget allow, develop requests for proposals for engineering and environmental services needed to prepare environmental documents needed to meet the requirements of the California Environmental Quality Act, Cal. Publ. Res. Code §§ 21000 *et seq.* (CEQA), and the National Environmental Policy Act, 42 USC §§ 4321 *et seq.*, (NEPA); and

WHEREAS, NCPA's total expenditure of funds during the Authorized Budget Period/Phase, not including NCPA staff time for the above listed activities will not exceed \$247,000 (the "Limited Authorization"), and

WHEREAS, NCPA will not proceed with the ARCHES Agreement or expending the Limited Authorization without an affirmative vote of the Lodi Energy Center Project Participant Committee; and

WHEREAS, NCPA will return to the Commission and seek authorization prior to spending additional funds toward the ARCHES Agreement; and

WHEREAS, NCPA will submit a letter to ARCHES coincident with the ARCHES Agreement notifying ARCHES of NCPA's Limited Authorization as required by DOE Standard Terms and Conditions, Term 15.C.; and

WHEREAS, DOE has made a final NEPA determination by issuing a categorical exclusion for activities authorized in this Budget Period (Phase 1); and

WHEREAS, NCPA's activities consisting of creating plans, developing requests for proposals, and preliminary work to develop environmental documents consistent with CEQA 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 at this stage of H2 Project development; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopts the Approve Resolution 24-144 authorizing execution of the ARCHES Phase 1 Subrecipient Award for \$35,000,000 with authorization to start Phase 1 work with a planned budget amount of \$7,609,998 with further limitations that NCPA is only authorized to spend \$247,000 for limited participation in the Development and Implementation of Hydrogen Hub in California project through the Lodi Energy Center Hydrogen Project ("H2 Project") and delegating authority to the General Manager or his designee to award bids, execute agreements including but not limited to the ARCHES H2 LLC Subrecipient Agreement No. 14 ("ARCHES Agreement"), and to issue purchase orders for the H2 Project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total not to exceed amount of \$247,000, and authorizing the use of Fiscal Year 2025 encumbered funds for Lodi Energy Center (LEC) hydrogen activities to fund the H2 Project contingent upon the following two actions: 1) approval of this same action by the LEC Project Participant Committee (LEC PPC), and 2) coincidentally submitting a letter to ARCHES following the requirements of the ARCHES Agreement notifying ARCHES of NCPA's limited authority to go forward.

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PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE POLLO
ASSISTANT SECRETARY

SIGNATURE PAGE

ARCHES Subaward Agreement

Subrecipient Information	
<i>Prime Recipient</i>	ARCHES H2 LLC
<i>Prime Award No.</i>	DE-CD0000041
<i>Subaward No.</i>	14
<i>Modification No.</i>	
<i>Prime Agreement Type</i>	Cooperative Agreement
<i>Sponsoring Federal Office</i>	Office of Clean Energy Demonstrations (OCED) U.S. Department of Energy 1000 Independence Ave, SW Forrestal Building, CD-1, Washington DC, 20585
<i>Authority</i>	Bipartisan Infrastructure Bill (BIL) EPACT 2005
<i>Effective Date</i>	July 17, 2024
<i>Awarded To (Subrecipient Name)</i>	North California Power Agency
<i>Subrecipient Business Address</i>	
Subrecipient Signature	
<i>Sign Here</i>	
<i>Name and Title of signee</i>	
<i>Date</i>	
ARCHES Representative Signature	
<i>Sign Here</i>	
<i>Name and Title of signee</i>	
<i>Date</i>	

ATTACHMENT 2
RESERVED

ATTACHMENT 3

Agreement Terms and Conditions

COVER PAGE

ARCHES H2 LLC Subaward # 14

<i>Prime Recipient/Pass-Through Entity</i>	ARCHES H2 LLC
<i>ARCHES H2 LLC UEI</i>	RM6LV58DM9T9
<i>Contact Information for ARCHES H2 LLC Awarding Official</i>	Angelina Galiteva angelina.galiteva@arches.org
<i>Subrecipient Name</i>	North California Power Agency
<i>Subrecipient UEI</i>	D9PHHWY3KK8
<i>Subrecipient Business Type</i>	
<i>Federal Award Identification Number</i>	DE-CD0000041
<i>Federal Award Date</i>	07/17/2024 through 12/31/2033
<i>Subaward Number</i>	14
<i>Subaward Period of Performance Start and End Date</i>	07/17/2024 through 12/31/2033
<i>Subaward Budget Period Start and End Date</i>	02/01/2025 through 06/30/2025
<i>Amount of Federal Funds Obligated to Subrecipient by the Current Action (Estimated)</i>	\$0
<i>Total Amount of Federal Funds Obligated to Subrecipient to Date (Estimated)</i>	\$0
<i>Total Amount of Federal Award Committed to Subrecipient (Estimated)</i>	\$35,000,000
<i>Federal Award Project Description</i>	Development and implementation of hydrogen hub in California
<i>Name of Federal Awarding Agency</i>	U.S. Department of Energy
<i>Assistance Listings Number and Title</i>	81.255 Regional Clean Hydrogen Hubs
<i>R&D Award?</i>	No

ARCHES H2 LLC Subrecipient Agreement

ARCHES H2 LLC, otherwise known as the Alliance for Renewable Clean Hydrogen Energy Systems (“ARCHES,” “Recipient,” or “Prime Recipient”), and the Office of Clean Energy Demonstrations (“OCED”), an office within the United States Department of Energy (“DOE”), have entered into Cooperative Agreement No. DE-CD0000041 (“Award”). Pursuant to the Award, the Prime Recipient hereby enters into this subaward (“Subaward”) with North California Power Agency (“Subrecipient”). ARCHES and the Subrecipient may be referred to hereinafter individually as a “Party” or collectively as the “Parties.”

This Subaward is governed by the following documents, which together constitute the Subrecipient Agreement (“Agreement”):

Assistance Agreement	Agreement Form and Signature Page
Attachment 1	Subaward Cover Page
Attachment 2	Reserved
Attachment 3	(1) DOE Standard terms and Conditions; (2) DOE Award-Specific Terms and Conditions; (3) ARCHES Terms and Conditions
Attachment 4a	Statement of Work
Attachment 4b	Go/No-Go Table
Attachment 4e	Data Needs
Attachment 6	Federal Assistance Reporting Checklist
Attachment 7	Phase 1 Budget Information

The Subrecipient agrees to comply with the terms and conditions of the Subaward as captured in this Agreement. The Subrecipient also agrees to apply all applicable terms and conditions of this Agreement to its lower-tier subrecipients (if any) and subcontractors (if any) and to require their strict compliance therewith.

Failure to comply with the terms and conditions of this Subaward may result in the imposition of additional conditions to the Subaward by the Prime Recipient pursuant to 2 CFR. § 200.208. If ARCHES or OCED determines that noncompliance cannot be remedied by imposing additional conditions, ARCHES or OCED may temporarily withhold or disallow reimbursement of costs, suspend or terminate the Subaward, and/or exercise other available remedies under 2 CFR. § 200.339.

The terms of 2 CFR Part 200, as supplemented by 2 CFR Part 910, apply to this Subaward.

The Subaward is subject to the following specifically elaborated terms and conditions.

Section 1: DOE Standard Terms and Conditions

General

Term 1. Legal Authority and Effect

This Subrecipient Agreement is valid only if it is in writing and is signed, either in writing or electronically, by an ARCHES Representative, or other ARCHES authorized signatory.

The Subrecipient is free to accept or reject this Subaward. Execution of this Agreement by the Subrecipient's authorized representative constitutes Subrecipient's acceptance of this Subaward.

Term 2. Incorporation by Reference and Definitions

The following are incorporated into this Subrecipient Agreement by reference:

- Financial Assistance Regulations: 2 CFR Part 200 and 2 CFR Part 910.
- The Reporting of Matters Related to Subrecipient Integrity and Performance Requirements Term in Appendix XII of 2 CFR Part 200.
- National Policy Requirements, available at <https://www.energy.gov/oced/Subaward-negotiations>.

For the purposes of the Subaward, the following definitions apply:

"Disadvantaged communities" means the census tracts that are defined and identified by the White House Council on Environmental Quality's Climate and Economic Justice Screening Tool (CEJST) and all Federally Recognized Tribes and Tribal entities. For additional information about the Justice40 Initiative and the CEJST, please reference DOE's Justice40 General Guidance. The Justice40 Initiative directs that 40% of the overall benefits of certain federal investments flow to disadvantaged communities that are marginalized by underinvestment and overburdened by pollution. For information about whether a particular DOE program is covered under the Justice40 Initiative, see the White House's Justice40 Initiative webpage and DOE's Justice40 Initiative list of covered programs. For more information regarding the Justice40 Initiative, see Executive Order 14008 entitled "Tackling the Climate Crisis at Home and Abroad," as well as Justice40 Initiative interim guidance by the White House Office of Management and Budget, White House Council on Environmental Quality, and White House Climate Policy Office, Memoranda # M-21-28 and M-23-09.

"Underrepresented" refers to communities or populations sharing a particular characteristic, as well as geographic communities, that are shown to have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by communities that have been denied fair, just, and impartial treatment, which may include Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; persons otherwise adversely affected by persistent poverty or inequality; women and veterans.

Term 3. Flow Down Requirement

The Subrecipient must apply the terms and conditions of this Subaward to all lower-tier Subrecipients (and contractors, as applicable). See 2 CFR § 200.332; 2 CFR § 200.101(b)(2).

Term 4. Resolution of Potentially Conflicting Conditions

The Subrecipient should promptly refer any questions about the application of a specific law, regulation, policy, term, or other requirement to the ARCHES Representative for clarification. The ARCHES Representative may require the Subrecipient to submit any of these questions in writing.

The Subrecipient must promptly refer any apparent inconsistency between Federal law(s) and regulation(s) and the requirements of this Subaward to the ARCHES Representative in writing for resolution. The Subrecipient must provide a detailed description of the apparent inconsistency.

Term 5. Compliance with Federal, Tribal, State, and Local Laws

The Subrecipient must comply with all applicable Federal, Tribal, State, and Local laws and regulations for all activities performed under this Subaward.

If any activities anticipated to take place under this Agreement could potentially impact the resources or reserved rights of Indian Tribe(s), as defined in 25 U.S.C. § 5304 (e), then the Subrecipient agrees to develop and maintain active and open communications with the potentially impacted Indian Tribe(s), during the period of performance of the Subaward, and, if necessary, after the end of the Subaward. The Subrecipient must obtain approval from ARCHES before any activities take place that could impact Tribal resources or reserved rights, including but not limited to lands, cultural sites, sacred sites, water rights, mineral rights, fishing rights, and hunting rights. The Subrecipient must coordinate with ARCHES on all Tribal interactions. DOE will determine if formal government-to-government consultation is needed, and if so, DOE will conduct that consultation.

Term 6. Permits and Approvals

The Subrecipient is required to obtain and maintain all applicable permits, licenses, authorizations, and approvals for activities under this Subaward.

Term 7. Senior and Key Personnel

The Subrecipient must notify ARCHES of changes in Subrecipient project personnel who may interface with DOE in connection with this Subaward, such as the Subrecipient Project Manager or equivalent.

Term 8. Project Management Plan

The Subrecipient must develop and regularly maintain, update, and implement the Project Management Plan ("PMP"), as requested by ARCHES.

Term 9. Community Benefits Implementation

The Subrecipient must implement the Sub-Project's Community Benefits Plan objectives and commitments.

DOE's or ARCHES's review, comments, or feedback provided to the Subrecipient do not constitute an endorsement of any specific elements in the proposed approach and such feedback should not be referenced or used in marketing or promotional materials.

Term 10. Cybersecurity Plan

The Office of Cybersecurity, Energy Security, and Emergency Response ("CESER") is responsible for coordinating cybersecurity project plans for certain Infrastructure Investment and Jobs Act ("IIJA") provisions. CESER may coordinate with DOE National Laboratory subject matter experts to provide support activities to help the Subrecipient maintain or improve the project's cybersecurity over its lifecycle.

The Subrecipient is responsible for maintaining and improving the Subrecipient's project cybersecurity during the life of the Subaward. The Subrecipient must submit a Cybersecurity Plan that meets DOE's and ARCHES' requirements.

DOE or ARCHES may require the Subrecipient to respond to DOE's and ARCHES' feedback on the Cybersecurity Plan, submit updates or revisions to the Cybersecurity Plan, and attend Cybersecurity Plan lifecycle support meetings with DOE or ARCHES.

The Subrecipient must submit the Cybersecurity Plan and any updates or revisions to the Cybersecurity Plan securely in the form and manner specified by DOE or ARCHES.

DOE's or ARCHES's review, comments, or feedback provided to the Subrecipient do not constitute an endorsement or approval of any specific elements within the Cybersecurity Plan or the proposed security approach, and such feedback should not be referenced or used in marketing or promotional materials. All Cybersecurity Plans and deliverables are exempt from disclosure under the Freedom of Information Act (5 U.S.C. § 552) pursuant to Section 40126(e). This exemption is limited to information provided to or collected by the Federal government as described in Pub. L. 117-58 § 41026, 42 U.S.C. § 18725.

Term 11. Project and Budget Changes

The Subrecipient must obtain prior written approval from the ARCHES Representative for project and budget changes as stated in 2 CFR § 200.308.

In addition, per 2 CFR § 200.308(f), DOE is electing to restrict the transfer of funds among direct cost categories. The Subrecipient is required to receive prior approval from DOE (through ARCHES) if the cumulative amount of the transfer exceeds or is expected to exceed 10 percent of the total budget for the budget period, including cost share, as last approved by DOE. *See also* Award-Specific Terms and Conditions, Term 5.3 and ARCHES Terms and Conditions, Term 5.

Term 12. Pre-Procurement Reviews

Prior to executing a contract as described in 2 CFR § 200.325(b)(1)-(5), the Subrecipient must provide to ARCHES and/or DOE, as requested, all relevant procurement documents related to that contract. Relevant procurement documents include, but are not limited to, a description of the supplies or services required, proposed type of contractual arrangement to be issued, requests for proposals, invitations for bid, cost estimates, proposals or bids, and price or cost analysis of proposals or bids.

DOE or ARCHES may require changes or incorporation of DOE's or ARCHES' feedback prior to executing the contract. DOE's or ARCHES' review does not constitute a determination by DOE or ARCHES of the allowability of any cost under the contract. DOE and ARCHES will not review contracts for legal sufficiency.

The Subrecipient is exempt from the pre-procurement review in 2 CFR § 200.325(b) if DOE or ARCHES determines that the Subrecipient's procurement systems comply with the standards of 2 CFR Part 200 Subpart D. The Subrecipient may request that DOE or ARCHES review its procurement system consistent with 2 CFR § 200.325(c)(1). The Subrecipient may self-certify its procurement system consistent with 2 CFR § 200.325(c)(2).

Term 13. Subawards

The Subrecipient is required to obtain prior written approval from the ARCHES Representative prior to issuance of any lower-tier subaward. These requests must be in writing, and must, at a minimum, include the following:

1. A detailed description of the work to be performed, the service(s) to be provided, and/or the equipment to be purchased;
2. Budget and budget justification;
3. Cost share commitment letter if the subrecipient is providing cost share;
4. A completed Environmental Considerations Summary or similar document or a statement that such documents are inapplicable;
5. An assurance that the subrecipient is not a debarred or suspended entity;
6. An assurance that all required subaward provisions will be flowed down in the resulting subrecipient agreement(s); and
7. An assurance that no potential, actual, or apparent conflict of interest exists between the Subrecipient and the selected subrecipient and that the Subrecipient's written standards

of conduct were followed. The existence of a “covered relationship” as defined in 5 CFR § 2635.502 between a member of the Subrecipient’s ownership or senior management and a member of a subrecipient’s ownership or senior management creates an apparent conflict of interest. In such an event, the Subrecipient must notify the ARCHES Representative and provide detailed information, justification, and mitigation measures to ensure there is no actual conflict of interest.

The Subrecipient must also notify the ARCHES Representative of any new subrecipient agreement with:

1. an entity that is owned or otherwise controlled by the Subrecipient;
2. an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Subrecipient; or
3. an entity that is owned or otherwise controlled by a board member, principal, or executive of the Subrecipient.

The Subrecipient is responsible for complying with 2 CFR § 200.332. The Subrecipient is responsible for monitoring the activities of all lower-tier subrecipients as necessary to ensure that the subaward is used for authorized purposes and is in compliance with applicable laws, regulations, and the terms and conditions of the Subaward. The Subrecipient is also responsible for ensuring that lower-tier subrecipients maintain all necessary documentation for the same retention period as the Subrecipient’s retention period. The Subrecipient must make all documentation available to ARCHES or DOE upon request. The Subrecipient shall include subaward activities in the project reports that are submitted to ARCHES and DOE.

Term 14. [Go/No-Go Reviews and Continuation Decisions](#)

DOE will conduct a Go/No-Go Review (“Continuation Review”) of each Subrecipient’s project (“Sub-Project”) to determine whether to fund the next phase of the Sub-Project (“Continuation Decision”). DOE will review each Sub-Project separately and individually, including in respect of the Hub-level activities, so that it may advance Sub-Projects to subsequent phases on separate timelines from the other Sub-Projects.

Continuation Application

The Subrecipient must submit to ARCHES a draft continuation application in writing for each Sub-Project at least 120 calendar days before the end of the relevant Sub-Project phase, and a final version at least 60 calendar days before the end of the relevant Sub-Project phase.

Each continuation application must include the following:

- A. The Deliverables listed in the ‘Deliverable’ column of the Go/No-Go Table (Attachment 4b “Go/No-Go Table”) with respect to the applicable Sub-Project. Exceptions are noted in 4b.
- B. An estimate of any balance of Federal cost share for each such Sub-Project that is not anticipated to be drawn down at the end of the applicable Sub-Project’s Phase. If there is a remaining balance for such Sub-Project for such phase, the Subrecipient must provide an explanation on how the Subrecipient proposes to use the funds in subsequent phases.
- C. Evidence that sufficient funds are available to meet the cost share requirements for the applicable Sub-Project’s subsequent phase as well as documentation of access to any required reserves.
- D. Revised Budget Submission and supporting justification for the applicable Sub-Project’s upcoming phase, which may include the Subrecipient’s budgets and justifications, as

- applicable.
- E. An update to the PMP and associated attachments for the applicable Sub-Project's next phase.
- F. Each Sub-Project will prepare an Environmental Information Volume ("EIV") or Environmental Considerations Summary ("ECS"), if determined appropriate by DOE. The Sub-Project will submit a complete EIV (or ECS) to ARCHES for DOE approval.
- G. Information pertaining to any other requirements identified in the Subaward.

Information Pertaining to Any Other Requirements Identified in the Award.

The Subrecipient may provide additional documents and information to ARCHES to demonstrate that the Go/No-Go Criteria in 4b have been met. ARCHES may request additional documents and information and may consider other documents and information to inform DOE's Continuation Decision.

Sub-Projects that will be developed in multiple stages or deployments (e.g., multiple procurements of buses or trucks over time, or multiple deployments of refueling stations over time) can proceed to the next phase once the initial stage or deployment satisfies the Go/No-Go Criteria for that Sub-Project. DOE may use multiple Budget Periods so that budget amounts corresponding to subsequent stages or deployments are withheld until DOE determines that the stated criteria for proceeding to the next budget period have been satisfied.

Go/No-Go Review and Continuation Decision

ARCHES will communicate to the Subrecipient DOE's view of the Sub-Project's progress and readiness to proceed prior to the end of the phase. Certain Go/No-Go Criteria may not apply to a Sub-Project given the specific nature of the Sub-Project.

Upon the Subrecipient's submission of the continuation application for a Sub-Project, ARCHES will submit the package to DOE, which will conduct a review to evaluate the Sub-Project's deliverables, performance, and readiness to continue to the next phase. DOE may require a review meeting with ARCHES and the Subrecipient conducting the Sub-Project.

DOE will base each Continuation Decision on the following Continuation Criteria:

1. Availability of Federal appropriations, program authority, and future-year budget authority for the purpose of the program;
2. The Sub-Project's satisfactory progress towards the Sub-Project's scope and identified milestones and deliverables, as well as consideration of the Sub-Project's assessment regarding cost, performance, and schedule;
3. The criteria ("Go/No-Go Criteria") set forth under the column of Success Criteria/Metrics in the Go/No-Go Table attached to this Agreement;
4. The Subrecipient's submittal of required information and reports identified in the Federal Assistance Reporting Checklist (FARC), as it pertains to the Sub-Project subject to a Continuation Decision;
5. The Sub-Project's compliance with the terms and conditions of the Subaward;
6. The Sub-Project's viability to proceed, as demonstrated by:
 - a. Fulfillment of the cost share requirements for the current phase;
 - b. Evidence that sufficient funds are available to meet the cost share requirements for the next phase;
 - c. Documentation of access to any required reserves; and

- d. The Sub-Project's continuing to support Programmatic Goals and to be economically viable.

DOE has agreed to work in good faith to review Sub-Project continuation applications and make associated continuation decisions in a timely manner as Sub-Project deliverables and National Environmental Policy Act ("NEPA") compliance are satisfied.

Outcomes of Continuation Decisions

DOE may conclude, based on this assessment, that the Sub-Project has:

1. Successfully met the Continuation Criteria and will proceed to its next phase;
2. Not successfully met the Continuation Criteria and is not ready to proceed to its next phase. In any such case, the Sub-Project will be provided with a reasonable period of additional time to demonstrate successful completion of the Continuation Criteria and schedule a follow-up completion meeting when the Continuation Criteria are satisfactorily met;
3. Not successfully met the Continuation Criteria but can proceed to its next phase, subject to conditions. In any such case, DOE will specify the conditions on which the Sub-Project can proceed to its next phase, and the Subrecipient will agree to complete the agreed upon actions to successfully meet the Continuation Criteria within a certain timeframe; or
4. Not successfully met the Continuation Criteria and there is no reasonable prospect of the Sub-Project's meeting the Continuation Criteria in a reasonable timeframe, and it therefore will not advance to future phases of the Subaward. Such final determinations will be treated as withdrawals from the Hub for the Sub-Project, subject to completion of close-out requirements.

The ARCHES Representative will communicate to the Recipient the results of each Continuation Decision by DOE in writing.

In the event that a Sub-Project does not continue to the next phase, the Subrecipient must still submit the most updated version of the deliverables for the Sub-Project's current phase in order to close out the Sub-Project and to issue any final reimbursements to the Subrecipient for the Sub-Project.

Each decision by DOE whether to authorize and fund future phases is separate and distinct. Neither ARCHES nor any Subrecipient has any entitlement to any authorization for Federal funding of activities beyond the current phase.

Financial

Term 15. Cost Sharing

A. Subrecipient Cost Sharing Obligations

The Subrecipient must provide at least its share of total project costs ("Subrecipient cost share") for the entire Period of Performance of the Award and for each Budget Period as specified in the Subaward. ARCHES' contribution of funds for the entire Period of Performance of the Award and for each Budget Period is limited as specified in the Subaward. ARCHES will not provide funding in addition to what is specified in the Subaward and will not move ARCHES funding anticipated for any future Budget Period into the current Budget Period.

B. Cost Sharing Records

The Subrecipient must retain records of all project costs that are claimed as Subrecipient cost share, as well as records of costs to be reimbursed by ARCHES under the Award with DOE. These records are subject to audit. If the Subrecipient cost share includes in-kind contributions, the Subrecipient must document the basis for determining the valuation of the in-kind contributions.

C. Inability to Meet Cost-Sharing Obligations

If the Subrecipient determines that it is or may become unable or unwilling to meet its cost-sharing obligations, the Subrecipient must notify the ARCHES Representative in writing immediately. The notification must include at least the following information: (1) whether the Subrecipient intends to continue with the Subaward, and (2) if the Subrecipient intends to continue with the Subaward, a plan for how the Subrecipient will provide (and secure replacement funding for, if applicable) the Subrecipient cost share.

Should ARCHES and DOE agree to the Subrecipient's plan, the ARCHES Representative will modify the Subaward accordingly, including, if appropriate, adjusting the total amount of DOE funding. If ARCHES or DOE finds the Subrecipient's proposed plans unacceptable, they may terminate or decide not to continue funding the Subaward.

If the Subrecipient fails to meet its cost-sharing obligations, ARCHES may recover some or all of the funds provided under this Subaward.

Term 16. Refund Obligation

The Subrecipient must refund any excess payments received from ARCHES under its Award with DOE, including any costs determined unallowable by the ARCHES Representative or by DOE.

Term 17. Allowable Costs

ARCHES and DOE will determine the allowability of costs under this Subaward in accordance with 2 CFR Part 200 and 2 CFR Part 910. The Subrecipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its lower-tier Subrecipients, and project costs that the Subrecipient claims as cost sharing, including in-kind contributions.

The Subrecipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable, and allocable, and comply with the appropriate cost principles. Upon ARCHES' or DOE's request, the Subrecipient must provide such records to ARCHES or DOE. These records are subject to audit. The Subrecipient's failure to provide adequate supporting documentation may result in a determination by the ARCHES Representative or by DOE that those costs are unallowable.

Term 18. Use of Program Income

Consistent with 2 CFR 200.1 and 2 CFR 200.307:

- (a) Program income does not include tax credits, including elective pay or transferable tax credits or Environmental Attribute Credits earned by the Recipient.
- (b) Consistent with 2 CFR 200.307(e), approval is hereby given to use program income to increase the total amount of funds committed to the Award or to meet cost share obligations.
- (c) For purposes of 2 CFR 200.307(d), "costs incidental to the generation of program income" may include, but are not limited to, operating and maintenance costs, debt service, required reserves and other payments or reserves required by third-party lenders, provided these costs have not been charged to the Federal Award."

Term 19. Insolvency, Bankruptcy, or Receivership

The Subrecipient must immediately, but no later than two (2) calendar days after, notify the ARCHES Representative of the occurrence of any of the following events: (i) filing by the Subrecipient or its parent entity(ies) of a voluntary case seeking liquidation or reorganization under the Bankruptcy Code (11 USC §§ 101-1532); (ii) the Subrecipient's consent to the institution of an involuntary case under the Bankruptcy Code against the Subrecipient or its parent entity(ies); (iii) the filing of any similar proceeding for or against the Subrecipient or its parent entity(ies), or its or their consent to the dissolution of, winding-up or readjustment of debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Subrecipient or its parent entity(ies) under any other applicable state or Federal law; or (iv) insolvency of the Subrecipient or its parent entity(ies) due to the inability to pay debts generally as they become due.

Term 20. Audits

A. Annual Independent Audit (Single Audit or Compliance Audit)

The Subrecipient must comply with the annual independent audit requirements in 2 CFR Part 200 Subpart F for entities other than for-profit organizations (Single Audit) and 2 CFR Part 910 Subpart F

for For-Profit Organizations (Compliance Audit).

The annual independent audits are separate from Government-initiated audits discussed in part B of this Audits Standard Term and Condition.

To minimize expense, the Subrecipient may conduct a Single Audit, Compliance Audit, and/or Incurred Cost Audit in conjunction with its annual audit of financial statements. However, the annual audit of financial statements will not be accepted as a substitute for the Single Audit, Compliance Audit, or Incurred Cost Audit.

B. Government-Initiated Audits

The Subrecipient must provide any information, documents, site access, or other assistance required by ARCHES, DOE, or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office, Department of Justice) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Subrecipient's records relating to this Subaward.

Consistent with 2 CFR Part 200 and 2 CFR Part 910, ARCHES or DOE may audit the Subrecipient's financial records or administrative records relating to this Subaward at any time, including records of lower-tier subrecipients. Government-initiated audits under this Subaward are generally paid for by DOE. Government-initiated audits can include but are not limited to accounting system audits and incurred cost audits.

Upon completion of an audit, the Subrecipient may be required to refund to ARCHES any payments for costs that were determined to be unallowable or may provide a corrective action plan. If the audit has not been performed or completed prior to the closeout of the Subaward, ARCHES retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of government-initiated audits and will minimize interference with ongoing work to the extent practicable.

C. Accounting System Audit

In accordance with 2 CFR Part 200 and 2 CFR Part 910, DOE and ARCHES reserve the right to initiate an accounting system audit. The Subrecipient is required to maintain an accounting system with records that adequately reflect the costs charged to the Subaward and the nature and extent of the cost contribution. DOE and ARCHES may require the accounting system audit any time during the Period of Performance. DOE and ARCHES will make reasonable efforts to notify the Subrecipient prior to any accounting system audit. DOE will cover the cost of any accounting system audits.

D. Incurred Cost Audit and Final Incurred Cost Audit

In accordance with 2 CFR Part 200 and 2 CFR Part 910, DOE and ARCHES reserve the right to initiate an incurred cost audit on this Subaward to monitor project costs. The incurred cost audit may be required annually, during, or after a specific phase of the project (e.g., construction). DOE and ARCHES will make reasonable efforts to notify the Subrecipient prior to any incurred cost audit. DOE will cover the cost of any incurred cost audit.

If the final incurred cost audit has not been performed or completed prior to the closeout of the

Subaward, ARCHES retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final incurred cost audit.

Term 21. Contingency

The Subrecipient must account for reasonably foreseeable potential risks, uncertainty of estimates, and cost overruns in its budget estimates.

Administrative

Term 22. Independent Cost Reviews and Independent Cost Estimates

DOE or ARCHES may conduct Independent Cost Reviews (“ICR”) and Independent Cost Estimates (“ICE”) or other cost estimate reviews to assess and validate the Subrecipient’s cost estimates at any time during the Subaward.

The Subrecipient must develop its cost estimates consistent with the following standards and guidance as appropriate, and DOE and ARCHES will use these standards and guidance in its evaluation of Subrecipient cost estimates:

1. Association for the Advancement of Cost Engineering (“AACEI”) Recommended Practice (“RP”) 17R-97, Cost Estimate Classification System;
2. AACEI RP 18R-97, Cost Estimate Classification System – as Applied in Engineering, Procurement, and Construction for the Process Industries; and
3. Government Accountability Office (“GAO”) Guide GAO-20-195G, Cost Estimating and Assessment Guide, March 1, 2020.

If there is a potential conflict between these guidance documents, the Subrecipient should follow the GAO Cost Estimating and Assessment Guide as appropriate.

DOE and ARCHES will require the Subrecipient to submit information needed for DOE or ARCHES to conduct an ICR, ICE, or other cost estimate review. DOE will provide written instructions on required submissions. DOE may require information including, but not limited to, the following:

1. Executive Summary
2. Estimate Purpose
3. Technical Baseline Description
4. Cost Estimating Plan and Cost Model
5. Work Breakdown Structure (“WBS”) and WBS Dictionary
6. Current Schedule and Cost Estimate files with reference data
7. Basis of Estimate, including supporting methodologies and assumptions
8. Sensitivity Analysis
9. Current Risk Register, including cost and schedule risk and uncertainties.

Term 23. Subrecipient Inspection Requirements

The Subrecipient is responsible for performing any needed inspections, tests, start-up, commissioning, and other related activities under this Subaward.

The Subrecipient must maintain inspection system(s) acceptable to DOE and ARCHES that covers the activities under this Subaward. DOE or ARCHES may perform technical inspections and specialized inspections or tests as DOE or ARCHES deem necessary. DOE and ARCHES will make reasonable efforts to ensure these inspections or tests do not interfere with or unduly delay project work.

The Subrecipient is required to maintain complete records, including of inspections, tests, start-up, commissioning, and operations and provide those records when requested by either DOE or ARCHES.

Term 24. Independent Engineering Reviews and Assessments

DOE or ARCHES may, with prior notification, conduct independent engineering reviews and assessments of the Subaward. DOE or ARCHES may use DOE and/or contractor personnel to conduct these independent engineering reviews and assessments. The Subrecipient must cooperate with the conduct of these reviews and assessments by providing to DOE, ARCHES, and/or a contractor access to all facilities and information that are required to successfully complete these reviews and assessments. DOE and ARCHES shall ensure that all contractor personnel performing such reviews or assessments are subject to confidentiality and non-disclosure requirements prior to receiving Subrecipient information. The Subrecipient is responsible for providing all required training for site or system access. DOE, ARCHES, and/or their contractor personnel are responsible for completing all required training.

Term 25. Subrecipient Administrative Organizational Reviews

DOE or ARCHES may conduct Subrecipient Administrative Organizational Reviews to review the project and management control systems and to provide technical assistance.

Term 26. Record Retention and Access

The Subrecipient must retain and allow access to records relating to this Subaward consistent with 2 CFR § 200.334 through 2 CFR § 200.338, and all other applicable laws and regulations.

Term 27. Modifications

DOE must unilaterally modify the Cooperative Agreement between DOE and ARCHES where required by law. DOE may also unilaterally modify the Cooperative Agreement between DOE and ARCHES for administrative matters such as for updating regulatory citations, lines of accounting, and DOE contacts. Such modifications will, if applicable, automatically be considered incorporated into this Agreement/Subaward, and ARCHES will inform the Subrecipient of such modifications. Other modifications to the Cooperative Agreement between DOE and ARCHES may also need to be incorporated into this Agreement; if any such modifications materially affect the obligations of the Subrecipient, the Subrecipient may be entitled to a reasonable equitable adjustment to this Agreement, as necessary and appropriate. In the event of any of the modifications described above,

ARCHES will request the Subrecipient's written consent to such modification(s). The Subrecipient's failure to consent to such modification(s) may be grounds for termination of this Agreement/Subaward, and if the Subrecipient does not consent to such modification(s), any costs incurred subsequent to the modification(s) of the Cooperative Agreement between DOE and ARCHES may be considered unallowable and not payable by ARCHES.

Term 28. [At-Risk Oversight and Monitoring](#)

DOE and ARCHES reserve the right to increase oversight and monitoring of the Subrecipient based on factors including, but not limited to, schedule or cost performance, technology or supply chain risks, environmental or community impacts, meeting cost sharing requirements, obtaining project financing, or management of the project. DOE or ARCHES may require the Subrecipient to provide additional information and may modify existing requirements or impose additional requirements including, but not limited to, those listed in 2 CFR § 200.208(c) and 2 CFR § 910.372.

DOE or ARCHES also may terminate or partially terminate the Subaward or decide not to fund future Budget Periods under the Subaward without first increasing oversight or monitoring or imposing additional requirements.

Term 29. [Government Access to Subaward Information](#)

The Subrecipient must provide to DOE—including designated DOE contractors, ARCHES, and designated ARCHES contractors—unfettered access to all facilities, documents, papers, personnel, accounts, books, records, and other supporting documentation and information that are pertinent to the Subaward. DOE and ARCHES will make reasonable efforts to ensure this access does not interfere with or unduly delay project work. The access may include, but is not limited to, the following:

1. Facility sites before, during, and after construction
2. Contractor component manufacturing facilities
3. Facility sites during operations
4. Drawings and specifications
5. Construction and execution plans
6. Resource loaded schedules
7. Design functions and requirements for the final site design review
8. Risk management plans
9. Value management and engineering studies and/or plans
10. Acquisition strategies
11. Project controls, including earned value management systems
12. Qualifications of the integrated project team
13. Financial/cost share strategy for funding the construction project
14. Quality assurance and quality control plans
15. Financial modeling and financial cost data
16. Project agreements and contracts
17. Community benefits activities and proceedings
18. Facility start-up and commissioning plans
19. Facility operation plans
20. Facility operating costs

21. Decommissioning plans
22. Environmental information
23. Security and cybersecurity plans
24. Technical performance data and supporting information
25. Engineering design documentation and supporting information
26. Data strategy and management plan
27. Economic data and analyses
28. Lifecycle emissions and environmental impact data, analyses, and supporting information
29. Community, workforce, local and regional economic impact data, analyses, and supporting information

Term 30. Subaward Termination

Pursuant to 2 CFR § 200.340(a), this Subaward may be terminated as follows:

1. In whole or in part by DOE or ARCHES, if the Subrecipient fails to comply with the terms and conditions of this Subaward;
2. In whole or in part by DOE or ARCHES, to the greatest extent authorized by law, if the Subaward no longer effectuates the program goals or agency priorities;
3. In whole or in part by DOE or ARCHES with consent of the Subrecipient, in which case the Parties must agree in writing on the termination conditions, including the effective date;
4. In whole by the Subrecipient upon sending to the ARCHES Representative written notification setting forth the reasons for such termination and the effective date. The effective date must be at least 45 calendar days after the date of the written notification.

Disputes and appeals are governed by 2 CFR § 910.128. If the Subaward is terminated or partially terminated, DOE, ARCHES, and the Subrecipient remain responsible for compliance with the requirements in 2 CFR § 200.344 and 2 CFR § 200.345.

This Subaward may also be terminated as described in ARCHES Terms and Conditions, Term 18 of this Subrecipient Agreement.

Term 31. Budget Period Modifications and Extensions

Prior written approval from the ARCHES Representative is required for modifications to any Budget Period or extension of the Period of Performance. The Subrecipient must request the modification at least 100 calendar days before the modification would take effect. The ARCHES Representative will promptly respond to such requests. If approved, the change will be implemented by a modification to the Subaward.

Term 32. Insurance Coverage

The Subrecipient must at minimum obtain and maintain insurance consistent with the requirements in 2 CFR § 200.310 and 2 CFR § 910.360(e) but may choose to obtain and maintain additional insurance. The DOE or ARCHES Representative may also require the Subrecipient to obtain and maintain additional insurance related to the Subaward. *See also* ARCHES Terms and Conditions, Term 8.

Term 33. Liability

The Subrecipient agrees not to seek to hold ARCHES, DOE, or the United States Government liable, or to seek contribution from ARCHES, DOE, or the United States Government for any liabilities, including but not limited to environmental liabilities and third-party liabilities resulting from or arising out of any activities undertaken pursuant to the Subaward, except to the extent that such liability results from a negligent or wrongful act or omission of ARCHES, DOE, or the United States Government or to the extent such liability may be covered by applicable allowable cost provisions and then only to the extent of available funds obligated by DOE and ARCHES to the Subaward.

Term 34. Indemnity

To the extent allowed by applicable law, the Subrecipient shall indemnify ARCHES and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from any activities undertaken pursuant to the Subaward, except to the extent that such liability results from the direct fault or gross negligence of ARCHES officers, agents, or employees, or to the extent such liability may be covered by applicable allowable costs provisions. The Parties shall inform each other as soon as practicable of any suit or action alleging an indemnifiable claim and, to the extent allowed by applicable law, participate in litigation and settlement.

Term 35. Decontamination and/or Decommissioning Costs

ARCHES, DOE, and the US Government shall not be responsible for or have any obligation to the Subrecipient for (i) Decontamination and/or Decommissioning ("D&D") of any of the Subrecipient's facilities, or (ii) any costs that may be incurred by the Subrecipient in connection with the D&D of any of its facilities due to activities under this Subaward either before or after the effective date of this Subaward.

Term 36. Contaminated Sites

The Subrecipient must notify ARCHES if any activities under the Subaward will occur on previously contaminated or potentially contaminated sites with hazardous substances, including, but not limited to, Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") "Superfund sites" or properties where redevelopment or reuse may be complicated by hazardous substance contamination ("Brownfield sites"). The Subrecipient is solely responsible for handling and disposal of any hazardous substances and wastes arising from activities under this Subaward.

Term 37. Publications, Public Relations Activities, and Design Elements

The Subrecipient must follow the [OCED Communications Guidelines](#) and the [OCED Engagement Guidelines](#) when issuing publications, presentations, public relations activities, news releases, and engaging with Congress arising out of, or relating to, work performed under this Subaward, whether copyrighted or not.

The Subrecipient must provide ARCHES access to, either electronically or in paper form, a copy of every publication or presentation of material based on or developed under this Subaward, clearly labeled with the Subaward number and other appropriate Subaward identifying information, at least fifteen (15) calendar days prior to publication or public presentation.

Use of the OCED logo, name, or brand in all applications including but not limited to design, facility signage, and other markings must be in accordance with the [OCED Communications Guidelines](#) and the [OCED Engagement Guidelines](#). The Subrecipient must consult with the ARCHES Representative on the cost, timeline, design, and placement of any works using the OCED logo or name in any location, physical or digital, prior to use.

Term 38. System for Subaward Management and Universal Identifier Requirements

A. Requirement for System for Subaward Management

[RESERVED]

B. Requirement for Unique Entity Identifier

If the Subrecipient is authorized to make subawards under this Subaward, the Subrecipient:

1. Must notify potential lower-tier subrecipients that no entity (see definition in paragraph C of this Subaward term) may receive a subaward from the Subrecipient until the entity has provided its Unique Entity Identifier to the Subrecipient.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to the Subrecipient. Subrecipients are not required to obtain an active System for Award Management registration but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. **System for Award Management ("SAM")** means the Federal repository into which a prime recipient must provide information required for the conduct of business as a prime recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. **Unique Entity Identifier** means the identifier assigned by SAM to uniquely identify business entities.
3. **Entity** includes non-Federal entities as defined at 2 CFR § 200.1 and also includes all of the following, for purposes of this term:

- i. A foreign organization;
 - ii. A foreign public entity;
 - iii. A domestic for-profit organization; and
 - iv. A Federal agency.
4. **Subaward** has the meaning given in 2 CFR § 200.1.
5. **Subrecipient** has the meaning given in 2 CFR § 200.1.

Term 39. Corporate Felony Convictions and Federal Tax Liability Assurances

If a Subrecipient is organized as a corporation and has filed articles of incorporation in any of the 50 states, the District of Columbia, or the territories of the United States, including both for-profit and non-profit organizations but not foreign corporations, then the Subrecipient hereby attests that its corporation has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.

The Subrecipient further attests that its corporation does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Term 40. Conference Spending

The Subrecipient must not expend any funds on a conference that is not directly and programmatically related to the purpose for which the Subaward was awarded that would defray the cost to the United States Government or a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office of the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 41. Risk Mitigation and Due Diligence Reviews

DOE and ARCHES may conduct ongoing due diligence reviews, including to identify potential risks of undue foreign influence. In the event a risk is identified, DOE or ARCHES may require risk mitigation measures including, but not limited to, requiring that an individual or entity not participate in the Subaward.

Term 42. Changes to Board of Directors

[RESERVED]

Term 43. Disclosure of Connections with Foreign Countries of Risk

During the life of the Subaward, the Subrecipient must notify the ARCHES Representative no later than ten (10) business days after learning of any of the following connections in relation to the Subrecipient or any lower-tier subrecipients:

1. Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by a foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, joint venture or joint venture-like arrangement with an entity owned by a foreign country of risk or foreign entity based in a foreign country of risk;
3. Any current or pending change in ownership structure of the Subrecipient or lower-tier subrecipients that increases foreign ownership related to a foreign country of risk. Each notification shall be accompanied by a complete and up-to-date capitalization table showing all equity interests held, including limited liability company (LLC) and partnership interests, as well as derivative securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s).
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has an affiliation with a foreign country of risk; and
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk.

Should DOE or ARCHES determine that the connection poses a security risk, DOE or ARCHES may require measures to mitigate or eliminate the risk.

Recognizing that the disclosures may contain business confidential information, the Subrecipient or lower-tier subrecipients may submit their disclosures directly to DOE.

Foreign Country of Risk. DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

Term 44. Foreign Commitments in Support of the Subaward

The Subrecipient must provide ARCHES with advanced written notice at least 45 calendar days before any potential commitment with foreign entities, organizations, or governments in connection with the Subaward. Commitments include any contractual, financial, or other binding commitment in which the Subrecipient, a lower-tier subrecipient, or a contractor will be obligated or entitled to provide or receive a sensitive service, product, or information resource. DOE may prohibit or impose conditions on the Subrecipient relating to such commitments.

The Subrecipient must also provide ARCHES with a written list of all existing foreign commitments into which it has entered in connection with this Subaward.

Term 45. Waiver Requests – Foreign Entity Participation as a Subrecipient or Lower-Tier Subrecipient

For this Subaward, the Subrecipient and all lower-tier subrecipients must be organized, chartered, or incorporated (or otherwise formed) under the laws of a state or territory of the United States; have majority domestic ownership and control; and have a physical location for business operations in the United States. To request a waiver of this requirement for the Subrecipient and any lower-tier subrecipients, the Subrecipient must submit a written waiver request.

The waiver must demonstrate to the satisfaction of DOE and ARCHES that the foreign entity's participation would further the purposes of the Award and is otherwise in the best interest of the DOE programmatic objectives.

A foreign entity waiver request must include the following:

1. The entity's name, point of contact, and proposed type of involvement in the project;
2. The entity's country of incorporation, the extent of ownership/level of control by foreign entities, whether the entity is state owned or controlled, a summary of the ownership breakdown of the foreign entity and the percentage of ownership/control by foreign entities, foreign shareholders, foreign state or foreign individual(s) (DOE may require capitalization table);
3. Rationale for proposing that a foreign entity participate;
4. Description of how the foreign entity's participation is essential to the project;
5. Description of the likelihood of Intellectual Property (IP) being created from the work and the treatment of any such IP; and
6. Countries where the work will be performed. If any work is proposed to be conducted outside the United States and the Subrecipient does not already have a waiver of the Performance of Work in the United States requirement, the Subrecipient must also submit a waiver request regarding the Performance of Work in the United States requirement.

DOE may require additional information in considering a waiver request. DOE's decision regarding a waiver request is not appealable.

Term 46. Foreign National Participation

A "foreign national" is defined as any person without U.S. citizenship or nationality and may include a stateless person.

If the Subrecipient anticipates involving foreign nationals in the performance of the Award, the Subrecipient must provide ARCHES with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award.

After ARCHES' submission of the Subrecipient's information to DOE, DOE may elect to deny a foreign national's participation in the Subaward, in its discretion, at any point during the performance of the Subaward. Likewise, DOE may elect to deny a foreign national's access to DOE sites, information, technologies, equipment, programs, or personnel. DOE's determination to deny participation or access is not appealable.

Term 47. Waiver Requests – Performance of Work in the United States

All work (including but not limited to purchases and labor) performed under this Subaward must be performed in the United States, unless otherwise approved as part of the original application, or during performance, by DOE.

To seek a waiver of the Performance of Work in the United States requirement, the Subrecipient must submit a waiver request to the ARCHES Representative. A waiver request must satisfactorily demonstrate that a waiver would further the purposes of the Funding Opportunity Announcement ("FOA") and is otherwise in the best interest of the DOE programmatic objectives. A request for a foreign work waiver must include the following:

1. A description of the work proposed to be performed outside of the United States;
2. An explanation of how the foreign work is essential to the project;
3. The name of the entity that would perform the foreign work and information about the entity(ies) involved in the work proposed to be conducted outside of the United States (e.g., the entity seeking a waiver and the entity(ies) that will conduct the foreign work);
4. The rationale for performing the work outside of the United States ("foreign work") and why the work cannot be done within the United States;
5. A description of the likelihood of IP being created from the foreign work and the treatment of such IP;
6. The total estimated cost (DOE, ARCHES, and Subrecipient cost share) of the proposed foreign work;
7. The country(ies) in which the foreign work is proposed to be performed; and
8. Timeline by which the waiver must be approved to support project schedules.

DOE may require additional information in considering a waiver request. DOE's decision regarding a waiver request is not appealable.

If the Subrecipient fails to comply with the applicable Performance of Work in the United States requirement, ARCHES and/or DOE may deny reimbursement for the work conducted outside of the United States and such costs may not be recognized as allowable cost share. The Subrecipient is responsible for any work performed outside the United States without a waiver, regardless of whether the work is performed by the Subrecipient, contractors, or other project partners.

Term 48. Prohibition Related to Foreign Government-Sponsored Talent Recruitment Programs

A. Prohibition

Persons participating in a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk are prohibited from participating in this Subaward. The Subrecipient must exercise ongoing due diligence to reasonably ensure that no individuals participating in the DOE-funded project are participating in a Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk. Consequences for violations of this prohibition will be determined according to applicable law, regulations, and policy. Further, the Subrecipient must notify DOE and ARCHES within three (3) business days upon learning that an owner of the Subrecipient or a lower-tier subrecipient or individual on the project team is or is believed to be participating in a Foreign

Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk. DOE may modify and add requirements related to this prohibition to the extent required by law.

B. Definitions

For purposes of this Subaward, these definitions apply:

1. **Foreign Government-Sponsored Talent Recruitment Program.** An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and IP to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.
2. **Foreign Country of Risk.** DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

Term 49. Reporting Requirements

The Subrecipient must comply with the reporting requirements for this Subaward including, but not limited to, the requirements identified in the FARC.

Term 50. Property Standards

DOE's Property Interest

While the Award is in effect and DOE retains its reversionary interest in real property and equipment acquired under the Award, DOE has stated that DOE will not assert its rights in the property as long as it: (1) is being used for the authorized purposes set forth in the applicable Statement of Work (the "Authorized Purpose"); and (2) is not encumbered without permission. DOE has stated that DOE may assert its rights in the property consistent with the terms of any applicable consent agreement or other agreement regarding encumbered Award property.

DOE has committed that it will cooperate with ARCHES and/or the Subrecipient and potential debt and/or tax equity financing providers ("Financing Providers") to establish arrangements, including a consent agreement, relating to DOE's undivided reversionary interest in the Subrecipient's real property and equipment that address the reasonable requests of Financing Providers, including with respect to

the exercise of remedies by Financing Providers. Consistent with applicable regulation, upon ARCHES' or the Subrecipient's request, DOE has stated that DOE will consent to a *pari passu* position with the Financing Providers, which arrangements shall be set forth in a consent agreement or other agreement.

Upon ARCHES' request for vesting, including on behalf of the Subrecipient, DOE has stated that DOE will vest unconditional title to real property and equipment of the Subrecipient when it is demonstrated to DOE's satisfaction that the real property or equipment subject of the request has achieved its Authorized Purpose. Provided that no requirements in the Statement of Work related to the use of the property or equipment subject of the request extend beyond the date of commencement of commercial operations for the Subrecipient's project or sub-project, the date upon which such property may be deemed to have achieved its Authorized Purpose will be no later than the date of the commencement of commercial operations for the project or sub-project.

Any such vesting will be contingent upon the Subrecipient's agreeing to the following conditions:

1. Not selling the property to entities owned, incorporated in, or controlled by Foreign Countries of Risk;
2. Using the property for the Authorized Purpose for the duration of the Period of Performance; and
3. Completing all Subaward commitments as agreed to by the Subrecipient in Phase 3 or Phase 4, as applicable.

DOE has stated that it will address requests to vest at a different time or under other circumstances on a case-by-case basis.

Term 51. Real Estate Transaction Approval

Should the Subrecipient propose to acquire real property under the Subaward, the Subrecipient must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601 *et seq.*) and implementing regulations at 49 CFR Part 24, as applicable. At least 120 calendar days prior to consummating a real property acquisition under the Subaward, the Subrecipient must submit the proposed real estate transaction to the ARCHES Representative for review and approval.

Should the Subrecipient propose that a project under the Subaward be located on DOE or other Federally controlled land, authorization from the appropriate agency will be required. Such authorization may take the form of a lease, permit, easement, right-of-way, license, agreement, or any other appropriate legal instrument. Any such instrument will be subject to normal DOE real estate activity rules and procedures. The Subrecipient must contact the ARCHES Representative at least 180 calendar days in advance of the real property need date for guidance and to begin making the arrangements for the authorization.

National Policy Requirements

Term 52. Davis-Bacon Act Requirements

The Subaward is funded under Division D of the Bipartisan Infrastructure Law ("BIL"). All laborers and mechanics employed by the Subrecipient, contractors, or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 funded directly by or assisted in whole or in part by funds made available under this Subaward shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code, commonly referred to as the "Davis-Bacon Act" ("DBA").

The Subrecipient shall provide a written assurance acknowledging the DBA requirements for the Subaward or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2,000 on projects funded directly by or assisted in whole or in part by funding under the Subaward are paid or will be paid wages at rates not less than those prevailing on a project of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code.

The Subrecipient must comply with all DBA requirements including, but not limited to:

1. Ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable contracts or lower-tier subrecipient awards.
2. Being responsible for compliance by any contractor or lower-tier subrecipient with the Davis-Bacon labor standards.
3. Receiving and reviewing certified weekly payrolls submitted by all contractors and lower-tier subrecipients for accuracy and to identify potential compliance issues.
4. Maintaining original certified weekly payrolls for three years after the completion of the project and making those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR § 5.6(a)(2).
5. Conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by contractors and lower-tier subrecipients and as requested or directed by ARCHES and/or DOE.
6. Cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
7. Posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
8. Notifying the ARCHES Representative of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the Subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial

proceedings related to the labor standards under this Subaward, a contract, or a subcontract.

9. Preparing and submitting the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year in accordance with the reporting instructions the FARC.

The Subrecipient must undergo DBA compliance training and must maintain competency in DBA compliance. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Subrecipient must ensure the timely submission of weekly certified payrolls as part of its compliance with the DBA.

DOE has contracted with LCPtracker, a third-party DBA electronic payroll compliance software application. A waiver for the use of LCPtracker may be granted to a particular contractor or subcontractor if they are unable or limited in their ability to use or access the software.

DBA Electronic Certified Payroll Submission Waiver

A waiver must be granted before the start of work subject to DBA requirements (e.g., construction, alteration, or repair work). The Subrecipient does not have the right to appeal DOE's decision concerning a waiver request.

For additional guidance on how to comply with the DBA provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 53. Export Control

The United States Government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the US to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Subrecipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under the Subaward.

The Subrecipient must immediately report to DOE any export control violations related to the activities funded under this Subaward, at the Subrecipient or lower-tier subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 54. Notice Regarding the Purchase of American-Made Equipment and Products

It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Subaward should be American-made.

Term 55. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246 as amended:

1. Subrecipients, lower-tier subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. Subrecipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all lower-tier subrecipients, contractors, and subcontractors.
3. Subrecipients, lower-tier subrecipients, contractors, and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's ("DOL") Office of Federal Contractor Compliance Programs ("OFCCP") uses a neutral process to schedule contractors for compliance evaluations. The Subrecipient is encouraged to consult [OFCCP's Technical Assistance Guide](#) to gain an understanding of the requirements and possible actions the Subrecipient, lower-tier subrecipients, contractors, and subcontractors must take.

For a construction project valued at \$35 million or more and lasting more than one year, the Subrecipient and its contractors or lower-tier subrecipients may be selected by the DOL OFCCP as a mega construction project. If selected by the DOL OFCCP, DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation in the mega construction projects program, which offers extensive compliance assistance with Executive Order 11246. For more information regarding this program, see <https://www.dol.gov/agencies/ofccp/construction/mega-program>.

Term 56. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with DOE funding is subject to all applicable laws, including the requirements of [DOE Order 443.1C](#), Protection of Human Subjects Research, 45 CFR Part 46, Protection of Human Subjects (subpart A which is referred to as the "Common Rule"), and 10 CFR Part 745, Protection of Human Subjects. Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>.

Term 57. Environmental, Safety, and Health and Performance of Work at DOE Facilities

For activities under the Subaward performed at a DOE-owned or -controlled site, the Subrecipient agrees to comply with all Federal and State environmental, safety, and health (“ES&H”) regulations and with all other ES&H requirements of the operator of such site. Prior to the performance of any portion of the work under this Subaward at a DOE-owned or -controlled site, the Subrecipient shall contact the site facility manager for information on DOE and site-specific ES&H regulations. The Subrecipient shall apply this term to its lower-tier subrecipients and contractors.

Term 58. Lobbying Restrictions

The Subrecipient agrees that none of the funds obligated for the Subaward shall be expended, directly or indirectly, to influence in any manner a Member of Congress, a jurisdiction, or an official of any government on action on any legislation, law, ratification, or appropriation matters pursuant to 18 USC § 1913. This restriction is in addition to those prescribed elsewhere in statute or regulation.

Term 59. National Historic Preservation Act Requirements

DOE must comply with the National Historic Preservation Act (“NHPA”), 54 USC § 306108 *et seq.*, which requires federal agencies to consider the effects of any undertaking (Federally funded or assisted projects and activities) on historic properties that are listed in or eligible for listing in the National Register of Historic Places prior to the expenditure of Federal funds. The Subrecipient is required to cooperate with DOE in its compliance with the requirements of Section 106 of the NHPA. The Subrecipient may not alter any structure or site, including any groundbreaking for any purpose, prior to the resolution of the NHPA process without DOE approval. The requirements of this part are applicable to activities funded under the Subaward and shall be coordinated in conjunction with DOE and ARCHES and, as appropriate, other federal agencies, the State Historic Preservation Officer or Tribal Historic Preservation Officer, Tribal representatives, and consulting parties.

Term 60. National Environmental Policy Act Requirements

DOE must comply with NEPA, 42 USC §§ 4321 *et seq.* and NEPA implementing regulations at 40 CFR Parts 1500 *et seq.* and 10 CFR Part 1021 prior to authorizing the expenditure of Federal funds. DOE is required to assess the impact of the activities authorized under this Subaward on the human environment and determine whether the work requires a preparation of an Environmental Impact Statement (“EIS”), an Environmental Assessment (“EA”), or if the activities fall into a class of actions that a Federal agency has determined do not individually or cumulatively have a significant effect. The Subrecipient is required to provide any information, documents, site access, or other assistance requested by DOE to complete the NEPA review.

The Subrecipient may not start work under this Subaward until the OCED NEPA Compliance Officer has produced a written NEPA document or determination and the ARCHES Representative has provided written authorization. The Subrecipient is restricted from using Federal funds to take any action prior to authorization from the ARCHES Representative. If the Subrecipient elects to undertake activities prior to authorization from the ARCHES Representative, the Subrecipient does so at the risk of not

receiving Federal funding for those activities and such costs may not be recognized as allowable cost share.

The Subrecipient agrees to:

1. Abide by the conditions, limitations, mitigation requirements, and monitoring requirements specified in the final NEPA document or determination;
2. Negotiate changes to the project schedule, costs, and/or scope as necessary to make effective the requirements or conditions in the final NEPA document or determination;
3. Allow DOE's authorized representatives to visit the site and facilities upon notice to verify project status and compliance to include conditions and requirements in the final NEPA document or determination; and
4. Submit data or otherwise meet specified reporting requirements that may be in the final NEPA document or determination.

If the Subrecipient later intends to add to or modify the activities or locations as described in the approved work scope and the final NEPA document or determination, both those additions and modifications are subject to additional NEPA review and are not authorized for Federal funding until the ARCHES Representative provides written authorization on those additions or modifications. Should the Subrecipient elect to undertake activities or change locations prior to written authorization from the ARCHES Representative, the Subrecipient does so at the risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 61. [National Security: Classifiable Information Originating Under an Subaward](#)

ARCHES does not expect that this Subaward will involve classified information. Under certain circumstances, however, a classification review of information originated under the Subaward may be required. DOE may review information generated under this Subaward at any time to determine if it requires classification.

Some information concerning (among other things) scientific, technological, or economic matters relating to national security or cryptology may arise during the Subaward and require classification. If the Subrecipient originates information during the course of this Subaward that the Subrecipient believes requires classification, the Subrecipient must promptly:

1. Notify the DOE Grants and Agreements Officer; and
2. Submit the information by registered mail directly to the Director, Office of Classification and Information, SO-10.2; U.S. Department of Energy; P.O. Box A; Germantown, MD 28075-0963, for classification review; and
3. Restrict access to the information to the maximum extent possible until the Subrecipient is informed that the information is not classified, but no longer than 30 days after receipt by the Director, Office of Classification and Information Control.

If DOE determines any of the information requires classification, the Subrecipient agrees that DOE may terminate the Subaward with consent of the Subrecipient in accordance with 2 CFR § 200.340(a)(3). All

material deemed to be classified must be forwarded to DOE in a manner specified by DOE. If DOE does not respond within the specified time periods, the Subrecipient is under no further obligation to restrict access to the information.

Term 62. Fraud, Waste, and Abuse

The mission of the DOE Office of Inspector General (“OIG”) is to strengthen the integrity, economy, and efficiency of DOE’s programs and operations including deterring and detecting fraud, waste, abuse, and mismanagement. The DOE OIG accomplishes this mission primarily through investigations, audits, and inspection of DOE activities, including grants, cooperative agreements, loans, and contracts. The DOE OIG maintains a hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Subrecipient must be cognizant of and comply with the mandatory disclosure requirements of 2 CFR § 200.113 concerning the disclosure of violations of Federal criminal laws involving fraud, bribery, or gratuity violations potentially affecting the Subaward.

Term 63. Nondisclosure and Confidentiality Agreements Assurances

By entering into this agreement, the Subrecipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

The Subrecipient further attests that it does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

- A. “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”
- B. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- C. Notwithstanding the provision listed in paragraph A, a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the

particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 64. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance ("COI Policy") can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance Award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each key personnel who is planning to participate in, or is participating in, the project funded wholly or in part under this Subaward. The interim COI Policy establishes standards that provide a reasonable expectation that the design, conduct, and reporting of projects funded wholly or in part under DOE financial assistance Subawards will be free from bias resulting from financial conflicts of interest or organizational conflicts of interest. The Subrecipient is subject to the requirements of the interim COI Policy, and the Subrecipient must certify that it is compliant with all requirements in the interim COI Policy. The Subrecipient must flow down the requirements of the interim COI Policy to any lower-tier subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Subrecipient must identify all financial conflicts of interests ("FCOI"), i.e., managed and unmanaged/unmanageable, in its initial and ongoing FCOI reports.

Prior to Subaward, the Subrecipient was required to: 1) ensure all key personnel on this Subaward completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide ARCHES with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 calendar days of the date of the Subaward, the Subrecipient must be in full compliance with the other requirements set forth in the DOE interim COI Policy.

Term 65. Organizational Conflicts of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Subrecipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR § 200.318(c)(2)).

The Subrecipient must immediately disclose in writing any potential or actual organizational conflict of interest to the ARCHES Representative. The Subrecipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included in the disclosure, see Section VI. of the [DOE interim Conflict of Interest Policy for Financial Assistance](#).

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Subrecipient must procure goods and services from other sources when

using project funds.

Otherwise, ARCHES or DOE may terminate the Subaward in accordance with 2 CFR § 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Subrecipient must flow down the requirements of the interim COI Policy to any lower-tier subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Subrecipient is responsible for ensuring lower-tier subrecipient compliance with this term.

If the Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Subrecipient must maintain written standards of conduct covering organizational conflicts of interest.

Section 2: DOE Award-Specific Terms and Conditions

Term 1. Approved Budget

Subrecipient acknowledges that DOE has selected ARCHES (i.e., the “Recipient”) as the Prime Recipient of the Award, and Recipient has selected Subrecipient. By the end of the Award, the Recipient is expected to provide an estimated cost share amount of 90% of the total Award costs to DOE, and Subrecipient shall provide to ARCHES any information needed to fulfill this obligation to DOE. (See also Subaward Term 15 regarding Cost Sharing.) Total cost share will be reassessed by DOE at the end of each phase and ARCHES will inform Subrecipient if any budgetary changes are necessary at that time.

The Subaward will have multiple phases and Phase 1 will consist of a single budget period. DOE is only obligating funds associated with the current phase. The Subrecipient acknowledges that use of funding for any future phase is contingent upon DOE’s Continuation Decision.

Term 2. Period of Performance and Budget Periods

Consistent with 2 CFR § 200.1, “Period of Performance” for the Hub means the period between the Award start date and the Award end date, and it can include one or more Budget Periods. The same definition will apply to this Subaward. Authorizations for this Subaward will be completed by phase, and ARCHES is authorizing the Phase 1 Budget Period stated below in Table 2-1.

The Subrecipient may only request reimbursement for the Federal share of costs associated with an authorized phase. ARCHES and DOE do not guarantee or assume any obligation to reimburse expenses not associated with the authorized phase or to increase the phase funding to cover any unanticipated cost.

Table 2-1. Authorized Budget Period/Phase

Budget Period/Phase	Start	Anticipated End
1	02/01/2025	06/30/2025

Term 3. Sub-Projects

The Subrecipient is responsible to ARCHES and DOE for project execution and compliance with all applicable requirements. DOE recognizes that the Hub consists of multiple discrete projects implemented by Subrecipients (“Sub-Projects”) that each have independent value and economic viability. As such, per Term 6 of these Award-Specific Terms and Conditions (“Go/No-Go Reviews and Criteria”), the schedules and Go/No-Go Criteria are tailored for each Sub-Project based on the Parties’ agreed-upon scope. The Subrecipient agrees to comply with all applicable schedules.

Term 4. Critical Project Activities for the Current Budget Period

Critical activities for Phase 1 have been provided to ARCHES and will be communicated to the Subrecipient as required. Reference the Go/No-Go Tables in Attachment 4b for details.

Term 5. Specific and Special Award Conditions

1. [RESERVED]
2. [RESERVED]
 - A. [RESERVED]
 - B. Phase 1 costs incurred after the effective date of ARCHES' Award may be reimbursable with DOE funds or creditable toward the Subrecipient's cost share; however, no Phase 1 costs shall be reimbursable unless and until this Agreement is fully executed by both Parties. If the Subrecipient begins Phase 1 activities prior to the Subrecipient Agreement's being executed, the Subrecipient may work on Phase 1 activities only with consent from ARCHES and at its own risk. Any costs incurred prior to execution of the Subrecipient Agreement will be reviewed by ARCHES for alignment with Phase 1 scope and funding and may be counted as cost share contribution toward the Subaward subject to review and approval by DOE.
 - C. Within 30 calendar days after this Agreement is executed, the Subrecipient shall provide an initial Sub-Project schedule to DOE that details Phase 1 activities, identifying deliverable submissions dates, deliverable progress reviews, or key milestones associated with the WBS that is detailed in the PMP. The Subrecipient will update and provide the Sub-Project schedule at least quarterly.
 - D. Within 30 calendar days after this Agreement is executed, the Subrecipient shall provide an initial PMP to ARCHES. The Subrecipient will update and provide its PMP to ARCHES on a quarterly submission schedule specified by ARCHES.
3. During Budget Period 1, the Subrecipient may, without approval from ARCHES (any actions above the thresholds below will require approval from ARCHES):
 - A. Change the allocation of funds in the Subrecipient's budget among direct cost categories, functions, and activities within the budget period in an amount up to 5% of the Subrecipient's Phase 1 budget,
 - B. Change a Subrecipient's cost share in an amount $\pm 5\%$ of such Subrecipient's estimated cost share amount for Phase 1, or
 - C. Change a Subrecipient's planned technical scope of work (e.g., hydrogen production amount, vehicles amount) by $\pm 5\%$.

The Subrecipient must ensure that DOE's Programmatic Goals (as defined below) will continue to be met after any such changes. For any reallocation of funds or change in cost share or scope of work in a larger amount than specified in the preceding clauses, the Subrecipient must submit a written request to the ARCHES Representative detailing the proposed reallocation or change and obtain the ARCHES Representative's approval. The ARCHES Representative will review the request and approve or deny such request in writing within 45 days of receipt.

DOE's Programmatic Goals ("Programmatic Goals") include the ability to create a network of Clean Hydrogen (as defined below) producers, Clean Hydrogen consumers, and connective infrastructure located in close proximity that demonstrably aids the achievement of the clean hydrogen production standard, demonstrates the production, processing, delivery, storage and end use for Clean Hydrogen, and that can develop into a national Clean Hydrogen network to facilitate a Clean Hydrogen economy.

4. The Subrecipient will ensure the following for the duration of this Subaward:
 - A. Each hydrogen production Sub-Project funded by the Subaward will produce only Clean Hydrogen. For purposes of this Subaward, "Clean Hydrogen" is defined as hydrogen produced through a process that results in a lifecycle greenhouse gas (GHG) emissions rate of not greater than 4.0 kilograms of carbon dioxide equivalent (CO₂e) per kilogram of hydrogen on an annual basis using well-to-gate system boundaries. Each Sub-Project that uses hydrogen (e.g., transport, storage and end-use) must use/consume hydrogen that has, in aggregate, a production carbon intensity below 4.0 kilograms of carbon dioxide equivalent (CO₂e) per kilogram of hydrogen in any given year using well-to-gate system boundaries, or have an identified path and timeline to doing so in a reasonable timeframe, where GHG emissions are minimized in the interim through mitigation strategies collaboratively developed by ARCHES and the Sub-Project. Sub-Projects that use hydrogen with proposed or potential timing gaps between their start date and their ability to source Clean Hydrogen, which could be for reasons outside of the Sub-Project's control, are subject to DOE review and approval and must justify potential timing gaps, demonstrate/describe what those projects will do during timing gaps to mitigate carbon intensity, and have a clearly identified timeline and source for Clean Hydrogen. Clean Hydrogen itself may be in the form of attribute credits, subject to DOE review and approval.
 - B. [RESERVED]
 - C. The Subrecipient must notify ARCHES and DOE of any change of control of a Subrecipient and obtain DOE's prior approval for the new controlling entity to continue the Subrecipient's participation under the Award. "Change of control" is used as defined in 2 CFR 910.368 with reference to "Recipient" construed to include Subrecipients.
 - D. As the Subrecipient becomes aware, the Subrecipient shall promptly notify ARCHES of any material Subaward-related business disputes or litigation concerning the Subrecipient, Contractors, Subcontractors, or lower-tier subrecipients that may have a material adverse effect on the activities under the Subaward.
 - E. The Subrecipient may reassess its Sub-Project's economic and technical viability throughout the phase and may work with ARCHES to adjust scope and/or budget and cost share, if necessary. A withdrawal of a Sub-Project, including as a result of a Section 45V assessment or at a time when program income will be generated, will not require a refund of prior federal payments except to the extent specifically set forth in the Award or applicable law or regulation.
 - F. [RESERVED]
 - G. The Subrecipient, as authorized by ARCHES, must meet with DOE, if requested, to provide updates on its work authorized under the Subaward and material changes to baseline schedules or budgets as defined in the PMP and Revised Budget Submission.

- H. If applicable, the Subrecipient will report on out-of-scope activities that are necessary to the execution, completion, and successful operations of the in-scope project activities for the Subaward. The out-of-scope activities considered by DOE to meet these criteria are defined in 4d. The Subrecipient must provide a qualitative report quarterly on the submission schedule specified by ARCHES confirming that key milestones are being met and the out-of-scope activities will be completed and available to the Sub-Project as and when needed. The Subrecipient will promptly inform ARCHES of any material events (including material modifications, the achievement of major milestones, or any delays or failures) relating to the out-of-scope items as detailed in Attachment 4d.
- I. [RESERVED]
- J. In Phase 1, ARCHES and the Subrecipient will work with DOE to mature and finalize the proposed initial data list provided in Attachment 4e, "Data Needs", which, once agreed to, should be utilized as the basis of a Sub-Project's Data Management Plan. During the relevant phases, the Subrecipient must provide to ARCHES the data set forth in the Data Management Plan. Before DOE publicly releases any protected data, DOE will anonymize, aggregate, and synthesize the data from the H2Hubs in a summary manner that is not reasonably linked to any specific Sub-Project and is not reasonably likely to adversely affect commercial negotiations or market prices. In the event there is disagreement between DOE, ARCHES, and/or the Subrecipient as to whether the release of information would be reasonably likely to adversely affect commercial negotiation or market prices, DOE, ARCHES, and the Subrecipient will engage in good faith discussions to resolve the disagreement.
- K. Sub-Projects will design and employ commercially reasonable technologies and processes to mitigate emissions of greenhouse gases and criteria pollutants.
- L. Sub-Projects will design delivery and storage infrastructure to minimize releases, leaks, and fugitive emissions and actively seek to identify and install, during operations, commercially reasonable mitigation and monitoring equipment to detect and quantify hydrogen leaks both indoors and outdoors to ensure monitoring, data collection, and risk mitigation related to hydrogen losses.
- M. [RESERVED]

Term 6. Go/No-Go Reviews and Criteria

[RESERVED]

Term 7. Updates to the Cooperative Agreement

[RESERVED]

Term 8. Subawards

[RESERVED]

Term 9. Incorporation by Reference

[RESERVED]

Term 10. Payment Procedures

In accordance with 2 CFR 200.305(b)(5), to the extent available and applicable, the Subrecipient must disburse any funds from program income including repayments to a revolving fund, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before the Subrecipient can request additional cash payments from ARCHES/DOE.

The Subrecipient will provide to ARCHES any information necessary for ARCHES to comply with the payment terms in the DOE Award, including but not limited to the following:

1. Summary cost data, including cost share amounts for the billing period and cumulative cost data, showing all budget cost categories identifying Federal, non-Federal, and total amounts.
2. Invoices/receipts for purchase of equipment with an acquisition cost over \$500,000.
3. A statement affirming that invoiced costs are related only to tasks or activities authorized by a final Phase 1 NEPA determination.
4. Explanation of cost share for invoicing period, including cost category and rationale if cost share exceeds or is below the Subaward requirement.
5. Invoices/receipts/expenditure explanations for all travel, supplies, contractual, vendor quotes and other direct costs in excess of \$250,000.
6. Invoices and summary cost data showing all budget cost categories listed in the SF-424A for Subrecipients.

Upon request, the Subrecipient must provide documentation supporting ARCHES' post-payment review of invoices and costs in a form and manner specified by ARCHES. These post-payment reviews are in addition to audits.

Term 11. Indirect and Fringe Costs

A. Indirect Cost Allocation

[RESERVED]

B. Fringe Cost Allocation

[RESERVED]

C. Reconciliation

Consistent with applicable regulations, the indirect cost billing rates shall be reconciled or trued up on an annual basis via the annual incurred cost proposal within six months after ARCHES' fiscal year end. If an audit is performed, the indirect cost billing rates can be subsequently trued up based on the results of the audit.

D. Modifications to Indirect Cost Billing Rates

Proposed modifications to the Subrecipient's cost billing rates must be approved by ARCHES' Cognizant Agency for Indirect Costs (as defined in 2 CFR § 200.1) or Cognizant Federal Official

(for OCED, the Director of Financial Oversight and Performance is the Cognizant Federal Agency Official).

When the Subrecipient enters into a Negotiated Indirect Cost Rate Agreement ("NICRA") or updates a NICRA and DOE is not the Subrecipient's Cognizant Agency for Indirect Costs, the Subrecipient must promptly provide ARCHES/DOE with a copy of the NICRA.

When DOE is the Subrecipient's Cognizant Agency for Indirect Costs, to change indirect cost billing rate(s), the Subrecipient must submit proposed changes to ARCHES/DOE for approval.

The Subrecipient must manage its indirect costs. ARCHES will not amend this Subaward solely to provide additional funds for changes in indirect costs. ARCHES recognizes that the inability to obtain full reimbursement for indirect costs means the Subrecipient must absorb the underrecovery.

E. Cost Sharing

The Subrecipient may use unrecovered indirect costs as cost share only with prior approval from the ARCHES Representative (does not apply when using de minimis indirect rate).

F. Closeout

At the completion of this Agreement, the closeout process may include audits of indirect and fringe rates and incurred costs. If the DOE share of the incurred costs is less than the amount reimbursed under this Agreement, the Subrecipient shall refund the difference to ARCHES. If the DOE share of the incurred costs is greater than the amount reimbursed, but less than the total cumulative obligations, the Subrecipient may request payment of the difference. If the DOE share of the incurred costs is greater than the total cumulative obligations, DOE will not make additional obligations, reimbursements, or payments.

The closeout of the Award does not affect (1) the right of ARCHES/DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Subrecipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of ARCHES/DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 12. Prior Approvals for Real Property and Equipment Acquisition with Federal Funds

The Subrecipient must obtain prior written approval from ARCHES for real property or equipment purchases with a per unit cost of \$500,000 or more that is not already approved in the authorized Revised Budget Submission.

Term 13. National Environmental Policy Act ("NEPA") Requirements

DOE must comply with the National Environmental Policy Act ("NEPA"), 42 USC §§ 4321 *et seq.*, and implementing regulations at 40 CFR Parts 1500 *et seq.* and 10 CFR Part 1021, prior to authorizing the expenditure of Federal funds. DOE has made a final NEPA determination by issuing a categorical

exclusion (CX) for activities authorized in this Budget Period (Phase 1) as described in OCED-[0000020-001-CX]. The Subrecipient is thereby authorized to use Federal funds for the specific activities and locations described in the CX, except where such activity is subject to a restriction set forth elsewhere in this Subaward. The authorized activities are subject to any conditions listed in the CX, which are hereby incorporated into this Term.

Federal funding for Subaward activities and locations that are not included in the CX is not authorized. Undertaking unauthorized activities may jeopardize DOE funding and this Subaward.

If the Subrecipient later intends to add to or modify the activities or locations described in the CX, those new or modified activities/locations are subject to additional NEPA review and are not authorized until ARCHES provides written authorization for those additions or modifications.

Term 14. Pre-Award Costs

This term is not applicable to this Subaward.

Term 15. Security Framework

A. Security Framework

1. **Initial Submission** — The Subrecipient must submit a Security Framework for ARCHES' review and approval within 60 calendar days of Subaward. The Security Framework must document the Subrecipient's approach to ensure compliance with the terms stated in section A.3 below. ARCHES/DOE will provide comments or feedback to the Security Framework. The Subrecipient and ARCHES will coordinate to address DOE objections and comments as soon as practicable for both Parties but no later than 30 calendar days.
2. **Changes to the Security Framework** — The Subrecipient must notify ARCHES of any substantive changes to its Security Framework prior to finalization of the same for review and approval by ARCHES/DOE. DOE will provide comments or feedback as soon as practicable but no later than 30 calendar days from receipt of changes to the Security Framework. The Subrecipient and ARCHES will coordinate to address DOE objections and comments as soon as practicable for both Parties.
3. **Security Framework Scope** — The Security Framework must document the Subrecipient's security approach to the following ("Security Requirements"):
 1. Regulations
 - a. 2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Equipment
 2. Standard Terms and Conditions
 - a. Cybersecurity Plan
 - b. Risk Mitigation and Due Diligence Reviews
 - c. Changes to Board of Directors of Subrecipient
 - d. Disclosure of Connections with Foreign Countries of Risk
 - e. Waiver Requests – Foreign Entity Participation as a Subrecipient

- f. Foreign Commitments in Support of the Subaward
- g. Foreign National Participation
- h. Waiver Requests – Performance of Work outside the United States
- i. Prohibition Related to Foreign Government-Sponsored Talent Recruitment Programs
- j. Export Control
- 3. Project Management Plan Requirements
 - a. Site and Project-Specific Physical Security Plan(s), once site(s) or physical infrastructure is determined and secured, including management of access controls, surveillance systems, perimeter protection, security personnel procedures, emergency response protocols, and all other site security planning, documentation, and response.
 - b. Cybersecurity Plan
- 4. Federal Assistance Reporting Checklist (FARC) Requirements as they apply to security issues
 - a. Current and Pending Disclosures
 - b. Participants and Collaborating Organizations
 - c. Potentially Duplicative Funding Notice
 - d. Safety and Security Breach Reporting (Special Status Report)

Term 16. Financial Commitment/Funding Plan

DOE will require evidence of firm commitments for funding the Subrecipient cost share in subsequent Budget Periods. DOE may also require credit support from any signatory to such cost share commitment that DOE determines to be not creditworthy on a stand-alone basis. This term will be applicable to the Subaward in future Budget Periods.

Term 17. Federally Owned Property (Government-Furnished)

This term is not applicable to this Subaward.

Term 18. Subawards to DOE National Laboratories

[RESERVED]

Term 19. Build America Buy America Requirements for Infrastructure Projects

See the Build America, Buy America Act under Division G, Title IX of the IIJA, Public Law 117–58 for the complete description and requirements.

A. Buy America Preference

Recipients of an award of Federal financial assistance (including Subrecipients) from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

B. Incorporation into an infrastructure project

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

C. Categorization of articles, materials, and supplies

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) 15 Manufactured products; (iii) Construction materials; or (iv) Section 70917(c)

materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

D. Application of the Buy America Preference by category

An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

E. Determining the cost of components for manufactured products

In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- a. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

F. Construction material standards

The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6. Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

G. Waivers

When necessary, Subrecipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify ARCHES for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the DOE Grants and Agreements Officer may waive the application of the Buy America Preference in any case in which the agency determines that:

1. Applying the Buy America Preference would be inconsistent with the public interest;
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 business days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.energy.gov/management/doe-buy-america-requirement-waiver->

H. Definitions

“Federal agency” means any authority of the United States that is an “agency” (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section)

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph 1 of this definition, except as provided in paragraph 2 of this definition. To the extent one of the items listed in paragraph 1 contains as inputs other items listed in paragraph 1, it is nonetheless a construction material.

1. The listed items are: (i) Non-ferrous metals; (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); (iii) Glass (including optic glass); (iv) Fiber optic cable (including drop cable); (v) Optical fiber; (vi) Lumber; (vii) Engineered wood; and (viii) Drywall.
2. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means:

1. Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or
(ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
2. If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then

it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

Term 20. [Project Labor Agreement](#)

The Subrecipient must develop and implement a Community Benefits Plan consistent with the objectives and milestones set forth in the then-current ARCHES Community Benefits Pathway.

For Subawards involving construction projects, the Subrecipient is expected to pursue a Project Labor Agreement (“PLA”) to be executed in Phase 3, the Subrecipient must work in good faith towards the following requirements as part of the PLA.

Consistent with applicable law, the Project Labor Agreement will:

1. Bind all contractors and subcontractors, including subcontractors of subcontractors, on the construction project through the inclusion of appropriate specifications in all relevant solicitation provisions and contract documents;
2. Allow all contractors and subcontractors on the construction project to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;
3. Contain guarantees against strikes, lockouts, and similar job disruptions;
4. Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the PLA;
5. Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and
6. Fully conform to all statutes, regulations, Executive Orders, and any other DOE requirements contained in this Agreement.

Failure to address the above-referenced requirements in this Term may result in additional reporting.

Term 21. [Modifications of Standard Terms and Conditions](#)

[RESERVED]

Term 22. Long-Lead Procurement

A. Definition

Long-lead procurements ("LLP") include equipment as defined in 2 CFR 200.1, construction materials, services, or other orders that will not be delivered until a future phase or that must be ordered well in advance of the estimated start of installation or construction to ensure availability at the time needed.

B. DOE Approval

The Subrecipient may only incur costs and be reimbursed through the Subaward for long-lead procurement purchases that have been reviewed and approved by ARCHES/DOE. The Subrecipient must notify ARCHES/DOE of any additions, changes, or updates to proposed LLP. The Subrecipient may incur costs and be reimbursed through the Subaward for long-lead procurement purchases once reviewed and approved by ARCHES/DOE in the Revised Budget Workbooks. The Revised Budget Workbooks should include the current estimate of anticipated LLP and the projected cost payments per phase for each item. The Subrecipient must notify ARCHES/DOE of any changes or updates to the list.

If additional LLP are proposed by the Subrecipient, DOE prior approval is required and contingent on DOE's review of total costs, review of schedule, project progress, and consideration of NEPA.

To request a long-lead procurement, the Subrecipient must:

1. Provide a description of the equipment, services, materials, or other order needed and why it is needed for the project;
2. Explain how a delay in purchasing the equipment, services, materials or other order would impact the project, specifically its schedule;
3. Describe the proposed type of contractual arrangement to be utilized for the LLP;
4. Provide a summary of the Subrecipient's acquisition strategy including sources sought, bid price, and cost analysis; and
5. Negotiate in good faith with the long-lead procurement provider to limit non-refundable payments and contracts which are not cancellable prior to delivery to the extent practicable.

C. Iterative Payments

In the event the Subaward is not continued into subsequent phases or available Federal funding is not adequate to cover the Subrecipient's future payments for LLP, ARCHES and DOE are not responsible for providing additional funding to cover the Subrecipient's commitments. If the Subaward does not continue or a Sub-Project withdraws and the long-lead procurements contract is terminated, this event will not change the determination of previously made Federal payments for LLPs that were deemed, allocable, allowable, and reasonable. In the event that a long-lead procurement is continued after a Sub-Project withdraws, DOE's interests in property that is the subject of the LLP will be governed by Term 50 of the DOE Standard Terms and Conditions.

Term 23. Equipment, Supplies, and Services

Any equipment, supplies, or services (including any professional or consultant services referenced in 2 CFR 200.459 or 48 CFR 31.205-33) that are sold or transferred between any divisions, subdivisions, subsidiaries, or affiliates of the Subrecipient shall be on the basis of cost incurred for this project.

Term 24. Shared Principles for Community Collaboration

If required by ARCHES, the Subrecipient will cooperate in ARCHES' and DOE's developing Shared Principles for Community Collaboration ("Shared Principles") process, which brings ARCHES, OCED, and the host communities into meaningful dialogue to develop these Shared Principles.

Section 3: ARCHES Terms and Conditions

Term 1. Baseline Development and Delivery

Within 30 calendar days of execution of this Agreement, the Subrecipient shall collaboratively participate with ARCHES to develop the Subrecipient's delivery baseline (i.e., scope, schedule, budget, milestones, resources, risks/opportunities, deliverables, key performance indicators, etc.). This baseline will be actively tracked, managed, and reported throughout the course of the Subaward in accordance with this Agreement's terms and conditions.

Once developed, the Subrecipient's delivery baseline will be documented in the Subrecipient Project Management Plan ("PMP") and updated quarterly.

Term 2. Program and Project Controls

To manage delivery of the program baseline, including every Subaward, ARCHES has developed a program controls framework for program assurance and oversight. The Subrecipient will be required to submit a project baseline and provide status reports monthly. ARCHES will provide the Subrecipient with a project controls reporting template to support compliance with the program controls framework and to support management of the program baseline. This template will be submitted monthly by the Subrecipient as the basis of a project controls tracking plan and will include at a minimum, but not be limited to, planned and actual deliverable submissions dates, planned deliverable progress reviews, key milestones associated with the WBS, and monthly planned and actual budget tracking.

Term 3. Performance Management

To effectively manage the delivery performance of each Subaward within the ARCHES program, ARCHES has developed a performance management framework that will require Subrecipients to provide various information to ARCHES for project oversight.

As part of the baselining process (see ARCHES Terms and Conditions, Term 1), key performance indicators ("KPIs") will be developed for each Subrecipient project. Information gathered within the Program and Project Controls system (see ARCHES Terms and Conditions, Term 2) will be assessed and regularly reported against the project-based KPIs.

The Subrecipient will be required to collaboratively participate in the performance management process. ARCHES will oversee the performance management process, regularly assessing Subrecipient project performance. However, the Subrecipient retains full responsibility over all aspects of its project, including performance management.

Escalation and intervention measures that will apply in the case of Subrecipient non-performance will be developed in Phase 1 and provided to Subrecipients.

Term 4. Governance

A key element of the ARCHES governance framework is the project-to-program interface. The

governance framework, which will be further progressed with the Subrecipients post-Agreement execution, will further detail the project-to-program interface requirements (people, processes, tools, templates, and system), including roles/responsibilities, authorities, escalation routes, etc. Each Subrecipient will be required to comply with the governance framework.

Term 5. Change Management

Changes to the Subrecipient's baseline shall be managed in accordance with 2 CFR § 200.308 ("Revision of budget and program plans") and pursuant to the ARCHES change management processes and procedures.

Term 6. Financial Oversight

The Subrecipient must permit ARCHES and auditors to have access to the Subrecipient's records and financial statements as necessary for ARCHES to meet the requirements of 2 CFR § 200.332 ("Requirements for pass-through entities"). The Subrecipient must provide to ARCHES, upon request, financial management documents and information to ensure records are in accordance with 2 CFR § 200.302 ("Financial management"). Upon request, the Subrecipient shall provide financial documentation required by ARCHES' financial management systems. This may include, but is not limited to, certified payroll documentation, audit reports and findings, federally negotiated indirect and fringe rate agreements, purchase orders, quotes, invoices, and receipts of project expenditures. In responding to information requests, the Subrecipient shall not differentiate between Subrecipient cost share and DOE funding; both are subject to the same requirements for financial oversight.

Term 7. Payment Terms

The payment term applicable to work under this Agreement is Net 30 calendar days after ARCHES receives payment from DOE for an approved Subrecipient invoice. ARCHES will submit combined Subrecipient and Recipient invoices to DOE on a monthly basis, no later than the third Friday of the month following the invoicing period.

Prior to submission to DOE, ARCHES will complete a review of Subrecipient invoices within 10 business days of receipt. Invoices approved by the third Wednesday of each month will be submitted to DOE for review on the third Friday of each month, unless that day falls on a recognized state or federal holiday. Invoices approved after the third Wednesday of each month will be submitted to DOE on the third Friday of the following month, unless that day falls on a recognized state or federal holiday. DOE has stated that it will typically approve payment requests in 30 calendar days unless the billing and/or supporting documentation provided is improper per Term 10(C) of the DOE Award-Specific Terms and Conditions. Payment of federal funds is also contingent on ARCHES' cumulative contributed cost share remaining at or above 50%; if the cumulative cost share for the Recipient and all Subrecipients combined falls below 50%, DOE may decline to issue any reimbursements until the documented cost share from the Recipient and all Subrecipients rises to 50% or above. In such a situation, ARCHES will be unable to reimburse any Subrecipient costs and this Term 7 shall not apply until the cost share has risen to 50% or above.

Term 8. Insurance

Prior to commencing work under this Subaward, the Subrecipient agrees to obtain and maintain the following insurance coverage, which may be in the form of self-insurance, and shall provide proof of insurance coverage within 30 calendar days after execution of this Subrecipient Agreement:

- **General Liability Insurance:** Coverage for bodily injury, property damage, and personal injury arising from the Subaward activities in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- **Worker's Compensation Insurance:** If applicable, coverage for employees engaged in the Subaward work in an amount not less than the statutory requirement.
- **Automobile Liability Insurance:** If vehicles are used in connection with the Subaward, coverage for liability arising from vehicle-related incidents in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Additional Insured Endorsement:

The Subrecipient shall name ARCHES H2 LLC as an additional insured on its general liability insurance policy. This endorsement ensures that the Recipient is protected against claims arising from the Subrecipient's work.

Notice of Cancellation or Modification:

The Subrecipient shall provide ARCHES with at least thirty (30) calendar days' written notice before canceling or modifying any insurance coverage such that the Subrecipient's insurance coverage would no longer comply with the requirements herein.

Term 9. Communication

The Subrecipient shall maintain regular communication with the project stakeholders, both internal and external, throughout the duration of this Subaward. Communication channels may include email, phone calls, and virtual and in-person meetings. The Subrecipient agrees to participate actively in project-related meetings, including but not limited to, project kick-off meetings, progress review meetings, and technical working group sessions.

Pursuant to the Prime Agreement's communication requirements, the Subrecipient is required to develop a Communications Plan within 30 calendar days of the Subrecipient Agreement's execution. The Subrecipient's Communication Plan shall establish the scope, schedule/milestones, budget, resources, KPIs, etc. to comply with the program communication requirements.

Term 10. Community Benefits

The Subrecipient agrees to develop a preliminary Community Benefits implementation plan, within an ARCHES-provided planning template, that will establish the scope, schedule/milestones, budget, resources, KPIs, etc. related to community benefits. The Subrecipient will deliver a draft of this plan by January 31, 2025, or at a later date approved by ARCHES.

The Subrecipient agrees to allocate a minimum of 1% of the total project costs toward community benefits planning, community benefits administration, community engagement, and direct community benefits. These community benefits shall directly enhance the well-being of the local community

affected by the project and adhere to requirements set forth in DOE Go/No-Go Documents and Justice40 Initiative. ARCHES will monitor community benefits costs to ensure that funds are used efficaciously, with an emphasis on maximizing direct benefits. If the Subrecipient fails to meet the minimum of 1% of total project costs allocated to community benefits by the end of the Subaward, the Subrecipient shall pay ARCHES the remaining balance for ARCHES to distribute to the local community.

The Subrecipient shall maintain a staffed role designated to Diversity, Equity, Inclusion, and Accessibility (“DEIA”) and designate a staffed project liaison for community benefits. The Subrecipient shall hire and use local resources whenever possible to perform engagement activities.

The Subrecipient agrees to engage the affected community actively in a consistent and sustained manner pursuant to its CB implementation plan and in alignment with the ARCHES Communication Protocols (see ARCHES Terms and Conditions, Term 9).

The Subrecipient will follow, as applicable, a set of “Shared Principles” that will be developed by ARCHES and OCED; any activities contemplated in the Shared Principles will support, and not supersede, community benefits activities otherwise outlined and required herein.

The Subrecipient shall meet DEIA requirements to ensure inclusion and accessibility of engagement activities in disadvantaged communities. The Subrecipient shall ensure that all managers and supervisors at Subaward sites have in-person DEIA training at project initiation or upon hire. The Subrecipient shall include at least the following topics: anti-bias, unconscious bias, harassment, reporting processes, and anti-retaliation policy. The Subrecipient shall collect DEIA data as specified in the ARCHES orientation and submit the data to ARCHES according to the process specified in the ARCHES orientation.

If ARCHES determines that a Subrecipient is not properly following the Community Benefits requirements, ARCHES may allocate the Subrecipient’s federal funding to community benefits on the project’s behalf up to the required 1% of project costs.

Term 11. Data Reporting

The Subrecipient must comply with the data management requirements set out in Attachment 4e. Pursuant to the Prime Agreement data management requirements, the Subrecipient is required to develop a Data Management Plan during Phase 1. The Subrecipient’s Data Management Plan shall establish the scope, schedule/milestones, budget, resources, KPIs, etc. to comply with Attachment 4e. It shall include, but not be limited, to, the following elements:

A. Technoeconomic Analysis (“TEA”) and Lifecycle Analysis (“LCA”) Data

The Subrecipient shall provide to ARCHES all data required for ARCHES to create a Hub TEA and LCA, including all front-end engineering design (“FEED”) type data for the equipment and layout of a project and expected costs for major equipment. Any TEA or LCA that is prepared by the Subrecipient shall be shared with ARCHES, including its assumptions, methodology, inputs, and results.

B. Feedstock Agreements

The Subrecipient will provide ARCHES with copies of all feedstock agreements related to the project, including but not limited to pricing, tariffs, hydrogen amounts and prices, renewable assets, etc.

C. Offtake/Intake Agreements

The Subrecipient shall provide all offtake and intake agreements related to the project to ARCHES, including but not limited to tenders, MOUs, and contracts for the hydrogen involved within the ARCHES ecosystem.

D. Operating Data

The Subrecipient shall provide operating data from each project to ARCHES as long as the project is operational or as long as this Subrecipient Agreement remains in effect, whichever is shorter. The Subrecipient shall provide usage and performance data no less than quarterly for all fuel cell electric buses, fuel cell electric trucks, and hydrogen fueling stations in the ARCHES marketplace.

E. Air Quality Data

ARCHES will work with each Subrecipient to establish appropriate air quality data requirements pursuant to the Subrecipient's existing permitting requirements.

Term 12. Confidentiality

ARCHES and the Subrecipient have already entered, or will soon enter, into a non-disclosure agreement ("NDA"), and the terms of that NDA shall be considered incorporated by reference as if fully set forth herein and shall remain in effect until the later of either: (1) the term described in the NDA; or (2) the termination of this Agreement/Subaward. ARCHES and the Subrecipient will handle Proprietary Information, as defined in the NDA, pursuant to the NDA's requirements and will clearly identify any Proprietary Information as such. To the extent that this Subrecipient Agreement requires disclosure of Proprietary Information to DOE or to any of its representatives or agents, the terms of the NDA shall be considered inapplicable to that disclosure, but ARCHES will convey such Proprietary Information with any markings included by the Subrecipient.

If ARCHES and the Subrecipient, by mutual agreement, do not enter into an NDA, they will develop appropriate information-sharing protocols to address any concerns regarding the confidentiality of information shared by the Parties.

Term 13. Funding Requirements Management

Pursuant to DOE funding requirements (as set out in the Prime Award Standard and Award-Specific Terms and Conditions), ARCHES is obligated to oversee and manage delivery of all projects that include DOE funding, regardless of amount. Part of this oversight includes monitoring and reporting delivery of all funding streams, DOE and otherwise, which, by association, include all matching funds and their associated funding requirements.

Reporting of DOE funding and cost share for DOE funding shall be provided at the same level of detail in each invoice, regardless of the value of the invoice. DOE and cost share funding documentation shall be provided to demonstrate that all costs (DOE funding and Subrecipient cost share) are necessary, reasonable, allowable, and allocable. These requirements will be set out in the Cost Management component of the Program and Project Controls framework (see ARCHES Terms and Conditions, Term 2).

These additional funding sources and their requirements shall be captured in the Subrecipient's project baseline (see ARCHES Terms and Conditions, Term 1), controls plan (see ARCHES Terms and Conditions, Term 2).

Term 14. ARCHES Marketplace.

A core element of ARCHES' strategy is the development of a hydrogen marketplace in which a sustainable supply of hydrogen is produced, transmitted, and utilized by ARCHES members. Each Subrecipient's participation in the development and implementation of this marketplace is critical to its success. Therefore, each Subrecipient will be expected to participate in ongoing discussions and data reporting related to the development of the ARCHES hydrogen marketplace in California.

Term 15. Subcontracting

All requirements and terms and conditions applicable to contracting/subcontracting and set forth in this Subrecipient Agreement shall be applied, in full, to each subcontract the Subrecipient establishes for each project.

The Subrecipient will be required to report on subcontractor activities related to project scope, schedule, and budget. The level of detail will be commensurate with the value of the subcontract.

Term 16. Subrecipient Agreement Management

This Subrecipient Agreement will serve as an overarching agreement for the life of the project, encompassing all phases of the Subrecipient's Subaward. This Agreement will be reviewed regularly (minimally, at the end of each phase and at each key milestone) and revised as/if required, throughout the lifecycle of the ARCHES program.

In accordance with the determination of the continuation application (see DOE Terms and Conditions, Term 14), and 90 calendar days prior to the end of each phase, ARCHES and the Subrecipient will begin preparation of modifications to this Agreement to allow for continuation to the subsequent phase and will make any required updates to the terms and conditions. If DOE elects to fund the next phase of the project, the Parties will update this Agreement to reflect the revised funding level, Budget Period, milestones, deliverables, and any other changes. ARCHES and the Subrecipient must execute such modifications to this Agreement before the Subrecipient may proceed to the next phase.

In the event that the DOE Grants and Agreements Officer unilaterally modifies the agreement between ARCHES and DOE, whether required by law or for administrative matters such as updating regulatory citations, lines of accounting, and DOE contacts, ARCHES reserves the right to modify the Subrecipient Agreement unilaterally. Additionally, if ARCHES and DOE, through mutual agreement, modify the Prime Agreement, ARCHES will subsequently issue a modification to the Subrecipient Agreement if required. As detailed in DOE Terms and Conditions, Term 27, in the event of any of the modifications described above, ARCHES will request the Subrecipient's written consent to such modification(s). The Subrecipient's failure to consent to such modification(s) may be grounds for termination of this Agreement/Subaward, and if the Subrecipient does not consent to such modification(s), any costs incurred subsequent to the modification(s) of the Cooperative Agreement between DOE and ARCHES may be considered unallowable and not payable by ARCHES.

All changes requiring modification to the Subrecipient Agreement will be tracked on a changes log for the project, maintained by ARCHES. ARCHES will undertake modifications on an as-needed basis and to reduce administrative burden will target a frequency of no more than quarterly. In circumstances where the schedule or critical scope activities require expedited approval, ARCHES, through consultation with DOE, may issue a written Notice to Proceed ("NTP") that will be followed by a formal modification to this Agreement.

Term 17. Dispute Resolution

Any dispute, controversy, or claim arising out of or related to this Subaward, including its interpretation, performance, enforcement, or breach, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Administered Arbitration. The arbitration shall be conducted by three arbitrators, of whom each Party shall designate one, with the third arbitrator to be appointed by CPR. The arbitration proceedings shall take place in California.

Final and Binding Decision:

The arbitration award shall be final and binding on both Parties. The award may be enforced in any court of competent jurisdiction.

Costs and Attorneys' Fees:

The prevailing Party in the arbitration shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with the dispute.

Continuation of Work:

Pending resolution of the dispute, the Parties shall continue performing their obligations under the subaward, except to the extent that the dispute directly affects those obligations.

These requirements will be set out in the PMP.

Term 18. Termination

Notwithstanding any other term of this Agreement, all or part of this Agreement may be terminated by ARCHES for its convenience. In such event, the Subrecipient will be entitled to reimbursement for work previously assigned to federal funding on the Subaward that was competently performed up to the date of termination, including any reasonable termination expenses as determined at the discretion of ARCHES. The Subrecipient will not be entitled to reimbursement on work not performed. *See also* DOE Standard Terms and Conditions, Term 30.

ATTACHMENT 4a
Statement of Work

ATTACHMENT 4a

Statement of Work

NCPA will build a hydrogen production plant, demonstrating polymer electrolyte membrane (PEM) Electrolysis in Lodi, CA, producing 24 metric tons per day (MTPD). NCPA will use new and existing solar and wind and existing geothermal and clean grid mix for production. This site proposed will create hydrogen which will be used along with natural gas to fuel an existing retrofitted cycle power plant, Lodi Dispatchable Power Plant.

Phase 1: NCPA will primarily focus on conceptual project design and continuing to develop a strategy related to community benefits during Phase 1. Other project design related activities to be refined during Phase 1 include further planning of the site requirements and scope of work, detailed design and project planning, operations protocols and community engagement / labor plans.

ATTACHMENT 4b
Go/No-Go Table

Attachment 4b: Go/No-Go Tables

Phase 1 Gating Criteria for Northern California Power Agency (NCPA)

Readiness Focus	Topics	Question Identifier	Applicable to (Sub-Project)	Gating Questions	Success Criteria/Metrics	Deliverable Suggested Date of End Delivery (Periodic updates needed on many products)
Design/ Engineering	Design	1	NCPA	Are baseline concept and preliminary design complete including production, connective infrastructure, end-uses?	<p>Preliminary Design (~30%) for the project has been established sufficiently to progress permitting, establish pipeline routing (if applicable), establish initial evaluation of the infrastructure integration requirements, develop the performance model, reliability and maintainability strategy, procurement requirements, initial operational plan, and initial safety plan. Preliminary Design documentation typically includes (but is not limited to) a Preliminary Design Report, Block Flow Diagrams, Plot Plans, Process Flow Diagrams, Utility Flow Diagrams, Piping & Instrument Diagrams, Equipment Lists, equipment specifications and datasheets, preliminary load list and electrical one-line drawings, and general equipment arrangement drawings. The design report includes basis of design and design criteria and summarizes systems, major design assumptions, analysis of alternatives completed or under consideration, and any other relevant details to inform a reviewer on the design process prior to submission of the draft deliverable. Carbon management, if applicable to the project (whether in or out of scope of the federal award) has a preliminary (~30%) design developed.</p> <p>Project code of record exists and identifies codes intended to be applied, codes required by the Authority Having Jurisdiction (AHJ), or any codes gaps. The project code of record also includes or discusses provisions intended to be applied, when selecting between multiple references or controlling documents.</p>	<p>Preliminary Design Documentation</p> <p>End of Phase 1</p>
	Technical Readiness	2	NCPA	Are the needed critical and enabling technology capabilities identified and maturity readiness achievable and assessment execution demonstrated?	Identified technologies are at technology readiness level (TRL) 6 or above with plans to bring the technology to a TRL 8 by the completion of Phase 4. Critical path milestones have been identified for technology maturation in Phase 2 and ahead of Phase 3. Testing, analysis, and modeling resources have been identified to validate any findings or performance parameters that will need to be distributed and integrated into other models (i.e., techno-economic analysis (TEA), lifecycle assessment (LCA), financial model, system reliability predictions, etc.).	<p>TRL Analysis and Uncertainties</p> <p>End of Phase 1</p>
	Engineering	3	NCPA	Is a performance model developed and agreed upon?	Efficiency modeling is complete for the preliminary design to identify the performance for (1) feedstock efficiency (H2 producers only), (2) hydrogen and byproduct production efficiency (H2 producers only), and (3) TEA. Inefficiency in the design or economic deficiencies (i.e., levelized cost of hydrogen (LCOH) higher than willingness to pay of offtakers) has been flagged as a risk and a plan has been developed with necessary design changes. DOE will provide a simplified TEA worksheet that links to the applicant's financial model to allow DOE to calculate key metrics for TEA such as LCOH in a standardized format.	<p>Performance model and modeling results</p> <p>End of Phase 1</p>
		4	NCPA	Has the LCA been updated?	Updated LCA and assumptions, including criteria air pollutants (CAP), greenhouse gases (GHG), and water impacts for the preliminary design have been provided. For projects that include H2 production, LCA shows that H2 produced is considered clean H2 according to the clean hydrogen production standard (i.e., well-to-gate CI < 4.0 kg CO ₂ e/kg H ₂). Recipients should demonstrate that H2 production meets these emissions targets by utilizing 45V H2 Greenhouse gases, Regulated Emissions, and Energy use in Technologies (GREET). Optionally, recipients can also provide emissions results by adjusting background data in the latest version of R&D GREET. If the carbon intensity (CI) is significantly higher than that modeled in the preliminary LCA or H2 production does not meet the clean hydrogen production standard, a risk mitigation approach including design changes to meet DOE requirements has been provided.	<p>LCA</p> <p>End of Phase 1</p>
		5	NCPA	Are the Cybersecurity, Hardware Assurance, Software Assurance, Supply Chain Security, Physical Security, and security resources assigned and framework in place?	Updated cybersecurity plan covering development and known information on construction and operational phases has been developed at a maturity indicator level (MIL) 3 with mitigation approaches included in the design or operational processes.	<p>Security Framework</p> <p>End of Phase 1</p>

Phase 1 Award

Readiness Focus	Topics	Question Identifier	Applicable to (Sub-Project)	Gating Questions	Success Criteria/Metrics	Deliverable
						Suggested Date of End Delivery (Periodic updates needed on many products)
Environmental	Sites	6	NCPA	Is a safety culture in place and safety compliance understood and planned for?	Initial safety plan has been completed regarding the preliminary design and development maturation, and mitigation approaches are included in the design or operational processes. The plan addresses compliance with incident reporting requirements. The plan should encompass all sites, technologies, and end-uses that are known and included in the project. The safety plan addresses site or company-wide safety culture and accompanying training. The safety plan includes plans for regular training and monitoring, and engagement with local first responders has occurred. Hydrogen Safety Panel has reviewed the safety plan and their comments have been adequately addressed.	Initial Safety Plan End of Phase 1
		7	NCPA	Have the sites been identified?	Site alternative identification has been completed for all areas within the workstream/project, including production, storage, and pipelines. Community has been engaged from the vicinity of the site(s) considered. Memoranda of Understanding (MoU) with site owner (if applicable) have been executed. Site surveys are scheduled to confirm any brownfield conditions and considerations. Preliminary pipeline routes and potential rights-of-way have been identified. Potential issues with obtaining rights-of-way have been identified with mitigation plans in place. Preliminary freight study has taken place to ensure equipment can be delivered to site.	Provide identified sites in design package. End of Phase 1
	Permits	8	NCPA	Are the required permits identified and permitting process started?	An initial list of all state, local, and federal approvals and permits needed prior to construction has been developed. Submittal status report, documenting any permitting processes initiated or activities related to regulatory engagement, has been provided. Initial Permitting Plan includes an understanding of potential issues in obtaining permits within the budget or schedule and any such issues have been developed and incorporated into risk planning. Permits and critical path milestones have been incorporated into the integrated project schedule.	Initial Permitting Plan End of Phase 1
	NEPA	9	NCPA	Has a completed Environmental Information Volume (EIV) been submitted?	With DOE guidance, preparation of EIV has been completed (or Environmental Considerations Summary (ECS), if determined appropriate by DOE), and alternatives identified. Regulatory plans have been prepared.	EIV (or ECS) End of Phase 1
Technical Management	Risk Register	10	NCPA	Are risks, opportunities, and issues identified, analyzed, and addressed with appropriate plans and plan execution demonstrated?	Workstream/project risks have been identified. An updated risk register has been provided with initial probability and consequence, handling strategy, risk response plan, residual probability and consequence and residual risk level identified. Any cost and schedule impacts have been determined and factored into the updated register. Risks identified for mitigation for Phase 1 have been addressed and closed.	Risk Register Periodic delivery
	Data Management	11	NCPA	Are the data requirements defined?	The initial data management plan (DMP) (technical and community benefits) has been developed and identifies data to be collected, methods of collection or estimation, and any restrictions or limitations on the data to be shared (i.e., proprietary data that may be collected but can only be shared when aggregated or protected). Data format has been identified to ensure all data collected can be used by the DOE, DOE associated labs, or made publicly available. Data dictionary has been defined to include any external data sources used in the analysis (i.e., census district data used in mapping estimated emission reductions).	DMP End of Phase 1
	Procurements	12	NCPA	Are long-lead items identified? Is the design approved to order long-lead items?	Procurement of equipment, including long-lead items, in Phase 2 has been identified and the design and analysis of alternatives (AoA) provides evidence the equipment is acceptable and meets all award requirements. Any equipment related to end-uses has evidence of hydrogen supply, from producers in the hub or an independent source of clean hydrogen.	Project Management Plan (PMP) End of Phase 1
	Staffing	13	NCPA	Are staffing plans and supporting contracts and labor agreements negotiated and ready to award?	Preliminary staffing criteria for Phase 3 defined for direct employees needed during construction and operations. Community benefit commitments, such as using negotiated agreements, are determined for inclusion in Phase 2 EPC solicitation. Preliminary staffing needs for direct employees are estimated for construction and operations. Phase 3 oversight strategy has been outlined and has been informed by factors such as project contract types, project size and complexity, and Subrecipients'/developers' strengths and weaknesses.	Staffing Plan End of Phase 1

Phase 1 Award

Readiness Focus	Topics	Question Identifier	Applicable to (Sub-Project)	Gating Questions	Success Criteria/Metrics	Deliverable Suggested Date of End Delivery (Periodic updates needed on many products)
Project Management	Total Project Cost Estimates	14	NCPA	Are the costs understood and updated for Phase 2?	<p>An updated budget justification, inclusive of the Total Project Costs (TPC) to deliver all remaining phases of work, has been provided to incorporate any revised assumptions from the work performed in Phase 1. The Phase 3 budget justification includes updated costs associated with an Association for the Advancement of Cost Engineering (AACE) construction cost estimate (at least Class 4) developed in conjunction with the preliminary design.</p> <p>The general level of maturity for work to be performed in Phase 2 is appropriate for Budget, Authorization, or Control of Phase 2 Work. The Phase 2 TPC aligns with the schedule and work breakdown structure (WBS) and is sufficiently detailed to serve as the earned value management baseline for Phase 2. Contingency for all future phases has been estimated and is appropriate based on the level of definition. The cost estimate includes a basis of cost estimate document outlining the assumptions and basis for all costed items.</p> <p>Estimates of costs for future phases are reasonably substantiated and informed by up-to-date information.</p>	Total Project Cost Estimate End of Phase 1
	Project Schedule	15	NCPA	Is schedule in place and executable?	The schedule has been decomposed to level 3-4 for Phase 2 tasks, and a critical path has been identified for Phase 3 and 4 tasks. The schedule aligns with the hub-level WBS. The project schedule has been integrated at the hub level.	PMP (native format) End of Phase 1
	Intellectual Property	16	NCPA	Has all the intellectual property (IP) been identified?	The project has identified required intellectual property and plans for obtaining the required intellectual property rights. If intellectual property will be generated under the project, a plan for managing and protecting that IP has been updated.	IP Management Plan End of Phase 1
	WBS	17	NCPA	Is there a work breakdown structure?	A work breakdown structure has been developed and is the basis of the schedule and budget estimates. The WBS provides an understanding of all activities within the workstream for Phase 2 to level 3-4 and at least level 2 for Phases 3 and 4.	PMP End of Phase 1
Business Agreements	Financial Model	18	NCPA	Is the financial model developed for the project lifecycle?	Initial financial model has been provided and aligns with the latest system performance metrics (production volumes, efficiency, etc.), total project cost, feedstock agreements, feedstock forecasts, revenue agreements, revenue forecasts, cost forecasts, and schedule. Model is dynamic, not hard coded, in Excel and includes operating costs, operating revenues, capital expenses, and tax credits/liabilities. The model provides a base case (most likely performance scenario) based on projected operations efficiency, as well as the ability to perform sensitivity analyses around revenue, cost, and financing assumptions. DOE will provide a simplified TEA worksheet that links to the applicant's financial model to allow DOE to calculate key metrics for TEA such as LCOH in a standardized format.	Financial Model End of Phase 1
	Financial Plan	19	NCPA	Has the financial plan been developed?	The financial plan has been developed and includes (1) capital requirements, (2) funding plan, (3) financing for long-lead procurement, if required prior to full financing in place, (4) long-term Viability Plan, and (5) contingency planning. The plan identifies (a) funding for Phase 2 including financing commitments, (b) funding approach and updates for Phase 3 including medium-term financing for machinery and equipment, and (c) longer-term financing for the site and facility including sources and uses and required funding beyond internal cash flow including working capital financing in Phase 4.	Financial Plan End of Phase 1
	Revenue Assurance	20	NCPA	Have the end-uses been defined?	Potential offtakers for hydrogen production or hydrogen pipeline/storage capacity have been identified. Letters of commitment or MoUs, if obtained, from these offtakers have been provided, demonstrating demand for the production or system capacity and outlining a path towards offtake or reservation/storage capacity agreements by the end of Phase 2.	PMP or LOC/MoUs End of Phase 1
	Feedstock	21	NCPA	Are feedstocks identified?	All known feedstocks (biogenic sources, natural gas, electricity, water, etc.) have been identified. Interconnection requirements are identified for the 30% design and have been integrated into the project design, cost, and schedule. For projects not producing hydrogen (e.g., end-user or midstream projects), hydrogen suppliers have been identified. For projects with earlier need dates, agreements are near final or have a path towards being executed.	PMP and feedstock agreement if available End of Phase 1
	Market Analysis	22	NCPA	Has a project performed an initial hydrogen market analysis?	The project has provided an initial H2 market analysis including, but not limited to price, volume, industry demand and supply dynamics, and other relevant characteristics of the market for hydrogen and, if applicable, hydrogen-derived products and process co-products in the relevant markets where the project's products are expected to be sold.	Initial Market Analysis End of Phase 1

Phase 1 Award

Readiness Focus	Topics	Question Identifier	Applicable to (Sub-Project)	Gating Questions	Success Criteria/Metrics	Deliverable
						Suggested Date of End Delivery (Periodic updates needed on many products)
		6	NCPA	Is a safety culture in place and safety compliance understood and planned for?	Initial safety plan has been completed regarding the preliminary design and development maturation, and mitigation approaches are included in the design or operational processes. The plan addresses compliance with incident reporting requirements. The plan should encompass all sites, technologies, and end-uses that are known and included in the project. The safety plan addresses site or company-wide safety culture and accompanying training. The safety plan includes plans for regular training and monitoring, and engagement with local first responders has occurred. Hydrogen Safety Panel has reviewed the safety plan and their comments have been adequately addressed.	Initial Safety Plan End of Phase 1
		7	NCPA	Have the sites been identified?	Site alternative identification has been completed for all areas within the workstream/project, including production, storage, and pipelines. Community has been engaged from the vicinity of the site(s) considered. Memoranda of Understanding (MoU) with site owner (if applicable) have been executed. Site surveys are scheduled to confirm any brownfield conditions and considerations. Preliminary pipeline routes and potential rights-of-way have been identified. Potential issues with obtaining rights-of-way have been identified with mitigation plans in place. Preliminary freight study has taken place to ensure equipment can be delivered to site.	Provide identified sites in design package. End of Phase 1
	Environmental	8	NCPA	Are the required permits identified and permitting process started?	An initial list of all state, local, and federal approvals and permits needed prior to construction has been developed. Submittal status report, documenting any permitting processes initiated or activities related to regulatory engagement, has been provided. Initial Permitting Plan includes an understanding of potential issues in obtaining permits within the budget or schedule and any such issues have been developed and incorporated into risk planning. Permits and critical path milestones have been incorporated into the integrated project schedule.	Initial Permitting Plan End of Phase 1
		9	NCPA	Has a completed Environmental Information Volume (EIV) been submitted?	With DOE guidance, preparation of EIV has been completed (or Environmental Considerations Summary (ECS), if determined appropriate by DOE), and alternatives identified. Regulatory plans have been prepared.	EIV (or ECS) End of Phase 1
Technical Management	Risk Register	10	NCPA	Are risks, opportunities, and issues identified, analyzed, and addressed with appropriate plans and plan execution demonstrated?	Workstream/project risks have been identified. An updated risk register has been provided with initial probability and consequence, handling strategy, risk response plan, residual probability and consequence and residual risk level identified. Any cost and schedule impacts have been determined and factored into the updated register. Risks identified for mitigation for Phase 1 have been addressed and closed.	Risk Register Periodic delivery
	Data Management	11	NCPA	Are the data requirements defined?	The initial data management plan (DMP) (technical and community benefits) has been developed and identifies data to be collected, methods of collection or estimation, and any restrictions or limitations on the data to be shared (i.e., proprietary data that may be collected but can only be shared when aggregated or protected). Data format has been identified to ensure all data collected can be used by the DOE, DOE associated labs, or made publicly available. Data dictionary has been defined to include any external data sources used in the analysis (i.e., census district data used in mapping estimated emission reductions).	DMP End of Phase 1
	Procurements	12	NCPA	Are long-lead items identified? Is the design approved to order long-lead items?	Procurement of equipment, including long-lead items, in Phase 2 has been identified and the design and analysis of alternatives (AoA) provides evidence the equipment is acceptable and meets all award requirements. Any equipment related to end-uses has evidence of hydrogen supply, from producers in the hub or an independent source of clean hydrogen.	Project Management Plan (PMP) End of Phase 1
	Staffing	13	NCPA	Are staffing plans and supporting contracts and labor agreements negotiated and ready to award?	Preliminary staffing criteria for Phase 3 defined for direct employees needed during construction and operations. Community benefit commitments, such as using negotiated agreements, are determined for inclusion in Phase 2 EPC solicitation. Preliminary staffing needs for direct employees are estimated for construction and operations. Phase 3 oversight strategy has been outlined and has been informed by factors such as project contract types, project size and complexity, and Subrecipients'/developers' strengths and weaknesses.	Staffing Plan End of Phase 1

Phase 1 Award

Readiness Focus	Topics	Question Identifier	Applicable to (Sub-Project)	Gating Questions	Success Criteria/Metrics	Deliverable Suggested Date of End Delivery (Periodic updates needed on many products)
Community Benefits	Project Community Advisory Mechanisms	23A	NCPA	Has the project governance structure been defined to include a project-level working group that receives input from local community members with outreach efforts aimed at achieving participation that represents diverse host community members?	<p>For projects where the site location is public, the project has a community benefits public engagement working group that is operational. The working groups will be open to all members of the community, with outreach to target broad, representative participation, including fenceline and neighboring disadvantaged communities. The project also has a Community Benefits Working Team (CBWT) composed of ARCHES project liaisons, compensated community-elected local community liaisons, and project-partner community benefits liaisons that is operational.</p> <p>ARCHES and the projects have provided documentation of the following:</p> <ol style="list-style-type: none"> 1. Community member outreach efforts, as well as recruitment process for community liaisons. 2. Information related to the outreach to and participation of community members, including efforts to increase representation of impacted communities/community groups (or attempted outreach). 3. Documents indicating how the project working groups will undertake the following: operate in line with hub-level guidance; influence project-level decisions; be briefed on project scope and social impacts (to include environmental, economic, and health and site maintenance and safety topics); engage with the Project CBP Liaisons, Community Benefits Audit Team (CBAT), or Community Benefits Officer for oversight and progress tracking; and make recommendations that are linked to broader workstream plans. 4. Financial support for the working group where needed to facilitate meeting organization and participation, if applicable, and evidence of active participation of community members (e.g., meeting minutes and voluntary sign-in list). 5. The topics which the working group will be consulted and informed on, which should include site activity topics with the potential to impact the community during both construction and operations. <p>For projects without a public site, the project has provided documentation outlining its plan to initiate its CBWT at latest within 6 months after preferred site selection or within 6 months after the start of Phase 2. The project has identified publicly (e.g., on the project or hub website) how community concerns will be addressed in the interim, including through engagement activities or the hub-level mechanisms (CBAT, Community Benefits Working Group (CBWG)). The project has engaged with the hub as appropriate to support these efforts through the ARCHES project liaison and project-partner community benefits liaison.</p>	<p>Phase 1 PMP</p> <p>Federal Assistance Reporting Checklist (FARC)</p> <p>End of Phase 1 Community Benefits Summary Report</p> <p>Working Group documents detailing working group operating structure and influence on projects.</p>
	Project Community Advisory Mechanisms	23B	N/A	Criterion 23B has been left intentionally blank.		
		23C	N/A	Criterion 23C has been left intentionally blank.		
	Community and Labor Engagement Activities	24	NCPA	Is the project engaging with community and labor stakeholders, including fenceline, disadvantaged**, underrepresented*, and typically excluded groups, through a timeline that aligns with project planning and allows for meaningful input into project decisions or characteristics in Phase 1?	The project has documented (i) each substantial engagement activity with community and labor stakeholders, including key stakeholders identified in the PMP, (ii) its solicitation and tracking of stakeholder feedback and actions taken in response to such feedback, and (iii) its evaluation of the success of its engagement strategy and any proposed modifications based on stakeholder feedback.	<p>Phase 1 PMP</p> <p>Federal Assistance Reporting Checklist (FARC)</p> <p>End of Phase 1 Community Benefits Summary Report</p>

Phase 1 Award

Readiness Focus	Topics	Question Identifier	Applicable to (Sub-Project)	Gating Questions	Success Criteria/Metrics	Deliverable Suggested Date of End Delivery (Periodic updates needed on many products)
	Workforce and Community Agreements	25	NCPA	Has the project committed to pursue negotiated agreements (e.g., Project Labor Agreements (PLA)) to ensure a sufficiently skilled and trained workforce for Phases 3-4?	<p>Either through its own activity or as covered by activities conducted by the hub, the project has progressed towards negotiated agreements to ensure a sufficiently skilled and trained workforce for Phases 3-4, in line with the hub's commitment, and has provided documentation of this progress.</p> <p>If any workers with similar duties related to the project at the project site are covered by an existing collective bargaining agreement, the project has submitted documentation of that agreement to DOE.</p>	<p>Phase 1 PMP</p> <p>End of Phase 1 Community Benefits Summary Report</p> <p>MoUs or other public statement of collaboration with labor organizations to work toward labor standards, apprenticeship utilization, and executing node or project-level PLAs, CWAs, or collective bargaining agreements.</p> <p>Certification of the dates and parties of applicable collective bargaining agreements.</p>
	Workforce and Community Agreements	26	NCPA	Has the project committed to pursue negotiated agreements or plans with local communities (e.g., Community Benefits Agreements (CBA) or plans) once the preferred site is identified and if the community desires such arrangements, to ensure local benefits align with local priorities?	<p>Once the preferred site is identified, the project has consulted with the community to make a determination on pursuing CBAs or plans. If determination has been made based on engagement to pursue the negotiated agreements or plans, the project has made the commitment public and has demonstrated progress towards such agreements or plans in the FARC and end of phase community benefits summary report. If negotiated agreements or plans are NOT pursued, the project has provided thorough documentation explaining why, and any alternative strategies being pursued.</p> <p>The hub has publicly committed to negotiate agreements or plans with project adjacent-communities, where appropriate and if the community desires such agreements, to ensure local benefits align with local priorities.</p>	<p>Phase 1 PMP</p> <p>Federal Assistance Reporting Checklist (FARC)</p> <p>End of Phase 1 Community Benefits Summary</p> <p>MoUs with community groups</p>
	Tribal Engagement Plan and Activities	27	NCPA	Can the project demonstrate that it has engaged with all federally recognized tribes who have sought outreach?	<p>The project has engaged with all federally recognized tribes who have expressed interest. Documentation of the project's engagements with all tribes who have sought outreach includes summaries of any correspondence and meeting notes or key points for non-written communication.</p> <p>The project is supporting DOE's government-to-government consultation with affected federally recognized tribes as requested.</p>	<p>Phase 1 PMP</p> <p>End of Phase 1 Community Benefits Summary Report</p>
	Quality Jobs, Local Hiring and Workforce Development	28	NCPA	<p>Are the initial training plans identified?</p> <p>Has the project developed a comprehensive approach to ensure workforce continuity?</p> <p>Has the project established quantitative and qualitative job goals?</p> <p>Have any negative impacts on workers been initially identified, captured, and incorporated into workforce planning?</p>	<p>Where training planning needs are not covered by hub-level activities, an initial training plan has been identified for implementation and update in Phase 2. The plan adheres to hub-level requirements as well as project and site-specific training requirements. In conjunction with the hub-level plan(s), the project has demonstrated how it will access a sufficiently skilled and trained workforce for Phases 3-4. The Project has developed preliminary qualitative and quantitative goals for quality job creation, workforce development (e.g., pre-apprenticeship programs, Registered Apprenticeship programs), equal access to employment for local residents and hiring of workers from disadvantaged communities and populations, and recruitment, training, and retention plans to support these goals (can be fulfilled by Project Labor Agreement or Collective Bargaining Agreement). The project has also outlined plans to engage workers in design, implementation, and execution of workplace safety and health plans.</p> <p>The plans should also initially document any anticipated negative impacts on the existing workforce at any project sites and any proposed plans to mitigate these impacts (e.g., retention and transition opportunities for incumbent workers, pathway to retirement).</p>	<p>Phase 1 PMP</p> <p>Initial Staffing and Training Plan</p> <p>End of Phase 1 Community Benefits Summary Report</p>

Phase 1 Award

Readiness Focus	Topics	Question Identifier	Applicable to (Sub-Project)	Gating Questions	Success Criteria/Metrics	Deliverable
						Suggested Date of End Delivery (Periodic updates needed on many products)
	Equitable Impacts	29	NCPA	<p>Have benefits and negative impacts, mitigation strategies, and measurement/monitoring protocols been initially identified, including for disadvantaged communities?</p> <p>Has the project demonstrated progress towards any project-level diversity, equity, inclusion, and accessibility (DEIA) assessments or strategies outlined in the PMP?</p>	<p>Preliminary J40 Assessment of anticipated impacts (positive and negative, including but not limited to Justice40 priorities) has been completed for the project and provided to hub level for tracking. Proposed J40 Implementation strategy is completed and includes a description of potential monitoring and mitigation approaches and their rationale, including associated milestones, responsibilities, and timelines. These assessments will be further refined and developed in future phases.</p> <p>The project has provided any necessary data to the hub for the public data reporting platform (see hub-level go/no-go criteria), per the Subrecipient agreement. The project has committed to adhering to hub-level goals for contracting or collaboration with underrepresented businesses, and, if relevant, partnerships with MSIs.</p> <p>The project has made progress towards supporting both hub-level and project-level DEIA efforts.</p>	<p>Preliminary J40 Assessment and Implementation Strategy</p> <p>End of Phase 1 Community Benefits Summary Report</p>
	Equitable Impacts: Air quality monitoring	30A	NCPA	Has the project developed a plan to conduct baseline air quality monitoring?	The project has developed a proposed plan to conduct baseline air quality monitoring (e.g., criteria air pollutants) with results shared in a publicly accessible format. This plan may include use of pre-existing monitoring stations but should demonstrate feasibility of fenceline monitoring as well as monitoring in populated areas in census tracts where facilities are proposed to be sited. The measurement plan must prioritize establishing a representative baseline against which changes in air pollutant concentrations can be directly assessed in later project phases, recognizing that if the preferred site changes, the monitoring plan would need to be adapted accordingly. The project has discussed this plan with the CBAT and/or the relevant project-level working group/working team for input and DOE. Note: This monitoring plan should not require duplication of, or addition to, any activities performed as part of the permitting process, but it should summarize those activities where relevant.	<p>Phase 1 PMP</p> <p>Federal Assistance Reporting Checklist (FARC)</p> <p>End of Phase 1 Community Benefits Summary Report</p> <p>Proposed monitoring plan</p>
	Equitable Impacts: Air quality monitoring	30B	N/A	Criterion 30B has been left intentionally blank.		
	Equitable Impacts: Air quality monitoring	30C	N/A	Criterion 30C has been left intentionally blank.		
Executable	Project Success to Hydrogen Lift-Off	31	NCPA	Is the project producing results that are projected to support the objectives of the program?	Plans are in place to complete the necessary technical activities to progress toward the next milestone review. Execution is demonstrated through workstream's contribution to meeting the hub's Statement of Objectives. This workstream will successfully provide lift-off for clean hydrogen.	Lesson learned from Phase 1 and agreement from the DOE to proceed to Phase 2.

Phase 1 Award



- ** Disadvantaged communities means the census tracts that are defined and identified by the White House Council on Environmental Quality's Climate and Economic Justice Screening Tool (CEJST) and all Federally Recognized Tribes and Tribal entities. For additional information about the Justice40 Initiative and the CEJST, please reference DOE's Justice40 General Guidance. The Justice40 Initiative directs that 40% of the overall benefits of certain federal investments flow to disadvantaged communities that are marginalized by underinvestment and overburdened by pollution. For information about whether a particular DOE program is covered under the Justice40 Initiative, see the White House's Justice40 Initiative webpage and DOE's Justice40 Initiative list of covered programs. Pursuant to Executive Order 14008 on Tackling the Climate Crisis at Home and Abroad and Justice40 Initiative interim guidance by the White House Office of Management and Budget, White House Council on Environmental Quality, and White House Office of Domestic Climate Policy, M-21-28 and M-23-09.*
- *** Underrepresented refers to populations sharing a particular characteristic, as well as geographic communities, that are shown to have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by communities that have been denied fair, just, and impartial treatment, which may include Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; persons otherwise adversely affected by persistent poverty or inequality; women; immigrants; veterans; individuals without a college degree; individuals with or recovering from substance use disorder; and justice-involved individuals.

Phase 1 Award

ATTACHMENT 4c
RESERVED

ATTACHMENT 4d Out-of-Scope Details

ATTACHMENT 4d Out-of-Scope Details

Attachment 4d is not applicable to this subproject.

ATTACHMENT 4e

Data Needs

Attachment 4e

Data Needs

Data Management Plan Basis (Data Expectations and Initial Data List for H2 Hubs)

Overview: Collecting commercial and operational data and key developmental learnings is foundational to the success of the H2 Hubs and liftoff of the hydrogen economy. The Data Management Plan documents the metrics and data products that U.S. DOE expects from H2 Hub awardees. The goal is not to gather company proprietary R&D information, but rather to develop actionable metrics that assess the status of the hub and where future investments and best practices can be developed.

Data security: Protecting sensitive data of the hub and project partners is of the upmost importance to the U.S. DOE. OCED will work with all parties to make sure that data is properly secured. The Phase 1 data management plan will enumerate how each article of data will be shared: format, reporting schedule (quarterly, etc.), data acquisition frequency (hourly, etc.), data security, and custody (retained by DOE, retained by third party, or viewed and retained at originator). Originators will mark all sensitive data and information appropriately.

Composite data products: In furtherance of OCED's mission, and to support the further private investment in, and deployment of clean energy technologies, as well as to support clean energy markets, OCED expects to negotiate modified data provisions that will enable OCED to publish aggregated and anonymized data derived from awardee data sets provided to the Department. The goal is to appropriately share aggregated and anonymized data, from all hubs, for the benefit of the nation's broader clean energy ecosystem while ensuring robust protection of any underlying protected/proprietary information or data. Before publication, the Hub and the applicable Subrecipients, as needed, will be able to review any composite data product and can provide comments prior to OCED publishing.

The following is an initial list of data including operating data (production, distribution, and end use), technical data, cost data, and community benefits data. This list will continue to be matured and finalized with the Hub and the applicable Subrecipients, in Phase 1 and Phase 2 and should be the basis of the Data Management Plan developed.

A. Cost

1. As listed covered under Project Cost, Financing, and Economic Data

B. Production

1. Electrolytic pathways
 - a. What manufacturer, model, and capacity electrolyzer is in use (MW, kg/hr), as well as total installation size?
 - b. What is the hourly, daily, and annual electrical and water usage of each electrolysis unit?
 - i. If treating water, what is the energy consumption of the treatment unit?
 - ii. What is the source of the electricity?
 - c. What is the hourly H₂ production rate of each unit?
 - d. What is the overall system energy efficiency over the life of the units (reported quarterly)?
 - e. What does the use profile look like daily, seasonally, and annually?
 - i. Operating strategy/duty cycle (e.g., steady-state operation, number of cycles/day)
 - f. What are key maintenance items and typical service intervals?
 - g. What electrolytic production associated parameters drive total delivered cost of hydrogen?
 - h. What sensitivities or optimization areas are noted?
 - i. What were the unplanned outages: cause, duration, equipment repair time, etc.?
 - j. What was the actual maintenance year by year (i.e., planned outages)?
 - k. What was the total plant downtime (planned + unplanned)?
2. Thermal pathways
 - a. What are the feedstock rates and corresponding carbon intensities (estimated or measured)?
 - b. What is the hourly production rate of each unit?
 - c. What is the overall system energy efficiency?
 - d. What does the use profile look like daily and annually?
 - e. What are key maintenance items and typical service intervals?
 - f. What is the carbon capture technology?
 - g. What is the carbon capture efficiency?
 - h. What are the solvent consumptions and/or degradation rates?
 - i. What thermal production associated parameters drive total delivered cost of hydrogen?
 - i. What sensitivities or optimization areas are noted?
 - j. What were the unplanned outages: cause, duration, equipment repair time, etc.?
 - k. What was the actual maintenance year by year (i.e., planned outages)?
 - l. What was the total plant downtime (planned + unplanned)?

C. Distribution

1. Pipelines
 - a. What is the daily input, off-take, and loss (estimated or measured) of H₂?
 - b. What is the average daily pipeline capacity usage?
 - c. What is the average daily energy consumption associated with H₂ flow?
 - d. What pipeline associated parameters drive total delivered cost of hydrogen?
 - i. What sensitivities or optimization areas are noted?
2. Liquefaction
 - a. What is the daily and annual liquid hydrogen production?
 - b. What is the daily, seasonal, and annual energy consumption?
 - c. What does the use profile look like daily, seasonally, and annually?
 - d. What is the on-site liquid hydrogen storage capacity (per vessel and number of vessels)?
 - e. What is the annual loss of H₂ to boil-off and transfer?
 - f. What are key maintenance items and typical service intervals?
 - g. What liquefaction associated parameters drive total delivered cost of hydrogen?
 - i. What sensitivities or optimization areas are noted?
3. Trucking
 - a. By approximate route (source to off-taker):
 - i. What is the daily truck delivery volume in aggregate?
 - ii. What is the distance traveled?
 - iii. Is gaseous or liquid H₂ transported?
 - iv. Are there any measurable losses in transit, and if so, at what loss rate?
 - b. What is the average route delivery distance?
 - c. What is the private vs. public access split in MTPD?
 - d. What are the key maintenance items and typical service intervals?
 - e. What is the average cost to deliver, per mile-ton driven, of H₂?
 - f. What trucking associated parameters drive total delivered cost of hydrogen?
 - i. What sensitivities or optimization areas are noted?
4. Stations
 - a. Please submit station reliability data to DOE's Hydrogen Component Reliability Database (HyCReD).
 - b. What is the daily H₂ dispensing rate?
 - c. What is the yearly dispensing rate?
 - d. If LH₂ stored onsite, what is the annual loss of H₂ to boil-off and transfer?
 - e. What is the average number of H₂ deliveries per day to the station?
 - f. How many refilling events occur per day?
 - g. What is the time between filling events: average time, minimum time, and number of back-to-back fills.
 - h. What is the average dispensing amount?
 - i. What are key maintenance items and typical service intervals?
 - j. What station associated parameters drive total delivered cost of hydrogen?
 - i. What sensitivities or optimization areas are noted?

D. End Use

1. By Vehicles Class:
 - a. What is the estimated number of vehicles fueled per year?
 - b. What is the aggregate fleet miles driven in the hub per year?
 - c. What is the aggregate ton-mile in the hub per year?
 - d. How much H₂ is consumed daily and annually by vehicles?
 - e. What are the total number of refueling events per year?
2. Ammonia (NH₃)
 - a. What are the daily and annual H₂ consumption rates?
 - b. What are the daily and annual NH₃ production rates?
 - c. What is the overall process energy efficiency?
 - d. What ammonia conversion parameters drive total delivered cost of NH₃?
 - i. What sensitivities or optimization areas are noted?
3. Other Industrial Gases/Products
 - a. What is the other product, and non-H₂ daily and annual feedstock consumption rates?
 - b. What are the daily and annual H₂ consumption rates for a given industrial process?
 - c. What are the daily and annual product production rates?
 - d. What is the overall process energy efficiency?
 - e. What other industrial product associated parameters drive total delivered cost of hydrogen?
 - i. What sensitivities or optimization areas are noted?

E. Other Technical Data Requirements

1. Geolocation
 - a. All data collected should be georeferenced. Complex geometry or geospatial data must be provided with a shapefile.
2. Safety (Safety reporting details in the FARC)
 - a. Submit safety events to the public lessons learned database at H2Tools.org.
 - b. Safety-related data such as component failure.
3. Emission Abatement: Assessing Sub-Project level and hub-wide emissions of greenhouse gases, criteria air pollutants, and emerging air pollutants is critical for assessing program success. Air quality data is also needed to identify the corresponding air quality impacts of these projects. Relevant data sources for this aim include:
 - a. Operational emissions data from continuous emissions monitoring systems, where applicable.
 - b. Greenhouse Gases, Regulated Emissions, and Energy Use in Transportation (GREET) model files showing well-to-gate emissions estimates for each project.
 - c. Ambient air quality monitoring data from site development through operations.

F. Project Cost, Financing, and Economic Data

1. Project Cash Flow data to include but not limited to:
 - a. Breakdown of capital expenditures (CapEx) including estimated and actual cost for key equipment, components, installation costs, and capital spend schedules.
 - b. Breakdown of operating expenses (OpEx) including maintenance schedules, fixed and variable expenses.
 - c. Anticipated off-take structures, memoranda, and contracts.
 - d. Level of contingency associated with the project cost estimates.
2. Management Discussion and Analysis (MD&A) reports (frequency TBD, monthly/quarterly)
 - a. Tracking of key financial and system performance metrics including production volume, revenue, operational expenses, and capital expenses actuals versus forecasted/budgeted.
 - b. Identification of off-trends and discrepancies between forecasts vs. actuals and discussion of underlying root causes.
 - c. Update of ongoing system performance and financial forecasts for life of the asset and impact on asset return metrics.

G. Community Benefits, Labor, and J40 Data

1. Including, but not limited to, jobs and community benefits data including Justice40 reporting and any monitoring data), as identified in the FARC and associated reporting templates, and GNG table verification mechanisms (reported quarterly).
 - a. DOE may request supporting data to validate Justice40 calculations and engagement evaluation strategies (without any Personally Identifiable Information). This could include methodological information and monitoring data for Justice40 estimates and qualitative data related to engagement activities.

ATTACHMENT 5
Intellectual Property Provisions



BUSINESS CONFIDENTIAL-NOT FOR PUBLIC RELEASE

THE OFFICE OF CLEAN ENERGY DEMONSTRATIONS

Attachment # 5 Intellectual Property Provisions (CDLB-821-US) Cooperative Agreement – Special Data Statute Research, Development, or Demonstration Domestic Small Business and Nonprofit – U.S. Competitiveness

- | | | |
|----|--------------------------------------|--|
| 1. | 2 CFR 910.362(g)(2) | Authorization and Consent |
| 2. | 2 CFR 910.362(g)(3) | Notice and Assistance Regarding Patent and Copyright Infringement |
| 3. | 2 CFR 910
Appendix A of Subpart D | Rights in Data – Programs Covered under Special Data Statutes |
| 4. | 37 CFR 401.14

Exhibit A | Modified Patent Rights Clause (U.S. Competitiveness*)

Terms and Conditions of W(C) 2022-003 Class Patent Waiver |

*The Recipient and any Subrecipients and contractors are subject to the policy of the Determination of Exceptional Circumstances (DEC) under the Bayh-Dole Act to Further Promote Domestic Manufacture of DOE Science and Energy Technologies executed by DOE on June 7, 2021. A copy of the DEC is available at <https://www.energy.gov/gc/determination-exceptional-circumstances-decs>.

01. 2 CFR 910.362(g)(2) Authorization and Consent

(a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this award or any subaward/subcontract at any tier.

(b) The Recipient shall include the substance of this clause, including this paragraph in all subawards/subcontracts. However, omission of this clause from any subaward/subcontract does not affect this authorization and consent.

(End of clause)

02. 2 CFR 910.463(g)(3) Notice and Assistance Regarding Patent and Copyright Infringement

(a) The Recipient shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this award of which the Recipient has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this award or out of the use of any supplies furnished or work or services performed under this award, the Recipient shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Recipient's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Recipient has agreed to indemnify the Government.

(c) The Recipient shall include the substance of this clause, including this paragraph, in all subawards/subcontracts.

(End of clause)

03. 2 CFR 910, Appendix A of Subpart D, Rights in Data – Programs Covered Under Special Data Statutes

(a) Definitions

Computer Data Bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software, as used in this clause, means

(i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations, and

(ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the computer program to be produced, created or compiled. The term does not include computer data bases.

Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability as well as data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

Limited rights data, as used in this clause, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

Protected data, as used in this clause, means technical data or commercial or financial data first produced in the performance of the award which, if they had been obtained from and first produced by a non-federal party, would be a trade secret or commercial or financial information that is privileged or confidential under the meaning of 5 U.S.C. 552(b)(4) and which data are marked as being protected data by a party to the award.

Protected rights, as used in this clause, mean the rights in protected data set forth in the Protected Rights Notice of paragraph (g) of this clause.

Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and confidential or privileged; or is published copyrighted computer software; including modifications of such computer software.

Technical data, as used in this clause, means data which are of a scientific or technical nature. Technical data do not include computer software but do include manuals and instructional materials and technical data formatted as a computer data base.

Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in:

(i) Data specifically identified in this agreement as data to be delivered without restriction;

- (ii) Form, fit, and function data delivered under this agreement;
- (iii) Data delivered under this agreement (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this agreement; and
- (iv) All other data delivered under this agreement unless provided otherwise for protected data in accordance with paragraph (g) of this clause or for limited rights data or restricted computer software in accordance with paragraph (h) of this clause.

(2) The Recipient shall have the right to:

- (i) Protect rights in protected data delivered under this agreement in the manner and to the extent provided in paragraph (g) of this clause;
- (ii) Withhold from delivery those data which are limited rights data or restricted computer software to the extent provided in paragraph (h) of this clause;
- (iii) Substantiate use of, add, or correct protected rights or copyrights notices and to take other appropriate action, in accordance with paragraph (e) of this clause; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this agreement to the extent provided in paragraph (c)(1) of this clause.

(c) Copyright

- (1) Data first produced in the performance of this agreement. Except as otherwise specifically provided in this agreement, the Recipient may establish, without the prior approval of the Contracting Officer, claim to copyright subsisting in any data first produced in the performance of this agreement. If claim to copyright is made, the Recipient shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including agreement number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For such copyrighted data, including computer software, the Recipient grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, for all such data.
- (2) Data not first produced in the performance of this agreement. The Recipient shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this agreement any data that are not first produced in the performance of this agreement and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Recipient identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause; provided, however, that if such data are computer software, the Government shall acquire a copyright license as set forth in paragraph (h)(3) of this clause if included in this agreement or as otherwise may be provided in a collateral agreement incorporated or made a part of this agreement.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, Publication, and Use of Data

(1) The Recipient shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Recipient in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Recipient agrees that to the extent it receives or is given access to data necessary for the performance of this agreement which contain restrictive markings, the Recipient shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized Marking of Data

(1) Notwithstanding any other provisions of this agreement concerning inspection or acceptance, if any data delivered under this agreement are marked with notices or any other restrictive or limiting markings not authorized by this agreement, the Contracting Officer may at any time either return the data to the Recipient or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Recipient affording the Recipient 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Recipient fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Recipient provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Recipient shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Recipient a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Recipient files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(f) Omitted or Incorrect Markings

(1) Data delivered to the Government without either a notice authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data have not been disclosed without restriction outside the Government, the Recipient may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Recipient's expense, and the Contracting Officer may agree to do so if the Recipient:

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also:

- (i) Permit correction at the Recipient's expense of incorrect notices if the Recipient identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized; or
- (ii) Correct any incorrect notices.

(g) Rights to Protected Data

(1) The Recipient may, with the concurrence of DOE, claim and mark as protected data, any data first produced in the performance of this award that would have been treated as a trade secret if developed at private expense. Any such claimed "protected data" will be clearly marked with the following Protected Rights Notice, and will be treated in accordance with such Notice, subject to the provisions of paragraphs (e) and (f) of this clause.

Protected Rights Notice

These protected data were produced under agreement no. DE-CD0000041 with the U.S. Department of Energy and may not be published, disseminated, or disclosed to others outside the Government until twenty-five (25) years after the date the data were first produced, unless express written authorization is obtained from the Recipient. Upon expiration of the period of protection set forth in this Notice, the Government shall have unlimited rights in these data. This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(2) Any such marked Protected Data may be disclosed under obligations of confidentiality for the following purposes:

(a) For evaluation purposes; or

(b) To Government support services contactors, management and operating contractors, and any subcontractors thereto for internal Government use or activities, provided the release is not for commercial purposes or manufacture.

(3) The obligations of confidentiality and restrictions on publication and dissemination shall end for any Protected Data:

(a) At the end of the protected period;

(b) If the data become publicly known or available from other sources without a breach of the obligation of confidentiality with respect to the Protected Data;

(c) If the same data are independently developed by someone who did not have access to the Protected Data and such data are made available without obligations of confidentiality; or

(d) If the Recipient disseminates or authorizes another to disseminate such data without obligations of confidentiality.

(4) However, the Recipient agrees that the following types of data are not considered to be protected and shall be provided to the Government when required by this agreement without any claim that the data are Protected Data: (a) general test or performance results demonstrating technical breakthroughs, milestones, or achievements; (b) general data

demonstrating progress toward meeting DOE's technical targets; and (c) any research data contained in publications resulting from the work under the agreement. The parties agree that notwithstanding the foregoing list of types of data, nothing precludes the Government from seeking delivery of additional data in accordance with this agreement, or from making publicly available additional non-protected data, nor does the foregoing list constitute any admission by the Government that technical data not on the list are Protected Data.

(5) The Government's sole obligation with respect to any protected data shall be as set forth in this paragraph (g).

(h) Protection of Limited Rights Data

(1) When data other than those listed in paragraphs (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this agreement and such data qualify as either limited rights data or restricted computer software, the Recipient, if the Recipient desires to continue protection of such data, shall withhold such data and not furnish them to the Government under this agreement. As a condition to this withholding, the Recipient shall identify the data being withheld and furnish form, fit, and function data in lieu thereof.

(2) Notwithstanding paragraph (h)(1) of this clause, the agreement may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that have been withheld or would otherwise be withholdable. If delivery of such data is so required, the Recipient may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data in accordance with such Notice:

Limited Rights Notice

(a) These data are submitted with limited rights under Government agreement No. DE-CD0000041 (and subaward/contract number, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Recipient, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(1) To Government support services contractors in the performance of a Government support services contract; and

(2) To other Government contractors for evaluation purposes only.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(i) Subaward/Contract

The Recipient has the responsibility to obtain from its Subrecipients/contractors all data and rights therein necessary to fulfill the Recipient's obligations to the Government under this agreement. If a Subrecipient/contractor refuses to accept terms affording the Government such rights, the Recipient shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subaward/contract award without further authorization.

(j) Additional Data Requirements

In addition to the data specified elsewhere in this agreement to be delivered, the Contracting Officer may, at any time during agreement performance or within a period of 3 years after acceptance of all items to be delivered under this agreement, order any data first produced or specifically used in the performance of this agreement. This clause is applicable to all data ordered under this subparagraph. Nothing contained in this subparagraph shall require the Recipient to deliver any data the withholding of which is authorized by this clause or data which are specifically identified in this agreement as not subject to this clause. When data are to be delivered under this subparagraph, the Recipient will be compensated for converting the data into the prescribed form for reproduction and delivery.

(k) The Recipient agrees, except as may be otherwise specified in this agreement for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this contract, inspect at the Recipient's facility any data withheld pursuant to paragraph (h) of this clause, for purposes of verifying the Recipient's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Recipient whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

(End of clause)

04. 37 CFR 401.14 DOE Modified Patent Rights Clause*

**the standard patent rights clause at 37 CFR 401.14 has been modified to (1) reflect DOE required subcontracting instructions pursuant to 37 CFR 401.5(a) as well as the deletion of the definition of contractor that does not apply based on the subcontracting instructions; (2) change acquisition terms of contractor, contract, and subcontract to financial assistance terms of Recipient, award, subaward, or agreement pursuant to 37 CFR 401.5(c); and (3) include paragraph (m) U.S. competitiveness provision pursuant to the Determination of Exceptional Circumstances under the Bayh-Dole Act to Further Promote Domestic Manufacture of DOE Science and Energy Technologies executed by DOE on June 7, 2021.*

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) Subject invention means any invention of the Recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of

plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(b) Allocation of Principal Rights

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title, and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Recipient will promptly notify the agency of the

acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the Recipient files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and Recipient co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the Recipient, may file such application at its own expense, provided that the Recipient retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a Recipient has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the Recipient within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The Recipient will convey to the Federal agency, upon written request, title to any subject invention:

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Recipient has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity, or renewal fee on, or to

defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(4) Upon breach of paragraph (m) U.S. Competitiveness on of this Patent Rights clause.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the Recipient the entire right, title, and

interest in and to each subject invention made under agreement, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the Recipient will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity, or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under DE-CD0000041 awarded by the U.S. Department of Energy. The government has certain rights in the invention."

(g) Subaward/Contract

(1) The Recipient will include this clause, suitably modified to identify the parties, in all subawards/contracts, regardless of tier, for research, development, or demonstration work to be performed by a domestic small business firm or nonprofit organization. The Subrecipient/contractor will retain all rights provided for the Recipient in this clause, and the Recipient will not, as part of the consideration for awarding the subaward/contract, obtain rights in the Subrecipient's/subcontractor's subject inventions.

(2) The Recipient will include the attached Terms and Conditions of W(C) 2022-003 Class Patent Waiver, suitably modified to identify the parties, as the patent rights flow-down clause in all subawards/contracts, regardless of tier, for research, development or demonstration work to be performed by a domestic large business. For the purposes of this clause, only a domestic large business is any for-profit entity that does not qualify as a "small business firm" under Bayh-Dole (35 USC § 201(h)) and is incorporated or otherwise formed under the laws of a particular State or territory of the United States and complies with the eligibility requirements of the applicable funding opportunity announcement including eligibility requirements that may make certain entities subject to foreign ownership, interest, or control ineligible.

(3) The Recipient will include in all other subawards/contracts, regardless of tier, for research, development, or demonstration work the patent rights clause directed by the DOE Contracting Officer.

(4) Notwithstanding the above, for any agreement with a DOE laboratory, the Recipient and the DOE laboratory shall use a technology transfer agreement (e.g., Strategic Partnership Project (SPP), Cooperative Research and Development Agreement (CRADA)) that is executed by the Recipient and the DOE laboratory and approved by DOE. The technology transfer agreement will provide the applicable patent rights clause for the work to be performed by the DOE laboratory.

(h) Reporting on Utilization of Subject Inventions

The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the agency may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The Recipient agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that:

- (1) Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Recipient, assignee, or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations

and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the Federal agency may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the Recipient may request that the Secretary review the Recipient's licensing program and decisions regarding small business applicants.

(l) Communication

Unless otherwise directed by DOE Patent Counsel, all reports and notifications required by this clause shall be submitted in accordance with the instructions provided in the Federal Assistance Reporting Checklist (FARC) of this agreement.

(m) U.S. Competitiveness

The Recipient agrees that any products embodying any subject invention or produced through

the use of any subject invention will be manufactured substantially in the United States unless the Recipient can show to the satisfaction of DOE that it is not commercially feasible. In the event DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., alternative binding commitments to provide an overall net benefit to the U.S. economy. The Recipient agrees that it will not license, assign, or otherwise transfer any subject invention to any entity, at any tier, unless that entity agrees to these same requirements. In the event that the Recipient or other such entity receiving rights in the Subject Invention undergoes a change in ownership amounting to a controlling interest, the Recipient or other such entity receiving rights shall ensure continual compliance with the requirements of this paragraph (m) and shall inform DOE, in writing, of the change in ownership within six months of the change. The Recipient and any successor assignee will convey to DOE, upon written request from DOE, title to any subject invention, upon a breach of this paragraph (m). The Recipient will include this paragraph (m) in all subawards/contracts, regardless of tier, for experimental, developmental, or research work.

(n) The requirements, rights and administration of paragraph (m) are further clarified as follows:

1. Waivers. The Recipient (or any entity subject to paragraph (m)) may request a waiver or modification of paragraph (m). Such waivers or modifications may be granted when DOE determines that (1) the Recipient (or any entity subject to paragraph (m)) has demonstrated, with quantifiable data, that manufacturing in the United States is not commercially feasible, and (2) a waiver or modification would best serve the interests of the United States and the general public.
2. Final determination of breach of paragraph (m). If DOE determines the Recipient is in breach of paragraph (m), the Department may issue a final written determination of such breach. If such determination includes a demand for title to the subject inventions under the award, the demand for title will cause an immediate conveyance and assignment of all rights to all subject inventions under the award to the United States Government, including all pending U.S. and foreign patent applications and all U.S. and foreign patents that cover any subject invention, without compensation. Any such final determination shall be signed by the cognizant DOE Contracting Officer with the concurrence of the Assistant General Counsel for Technology Transfer & Intellectual Property. Advanced notice will be provided for comment to the Recipient before any final written determination by DOE is issued.
3. Pursuant to Recipient's agreement in paragraph (m) to not license, assign, or otherwise transfer rights to subject inventions at any tier unless the entity agrees to paragraph (m): any such license, assignment, or other transfer of right to any subject invention developed under the award shall contain paragraph (m) suitably modified to properly identify the parties. If a licensee, assignee, or other transferee of rights to any subject invention is finally determined by DOE in writing to be in breach of paragraph (m), the applicable license, assignment, or other transfer shall be deemed null and void. Advanced notice will be provided for comment to the non-complying party before any final written determination by DOE is made.
4. For clarity, if the forfeiture of title to any subject invention is due to a breach of paragraph (m), the Recipient shall not be entitled to any compensation, or to a license

to the subject invention including the reserved license in section (e)(1), unless DOE grants a license through a separately agreed upon licensing agreement.

5. Authority. The requirements and administration of paragraph (m) is in accordance with the Determination of Exceptional Circumstances (DEC) under the Bayh-Dole Act to Further Promote Domestic Manufacture of DOE Science and Energy Technologies executed by DOE on June 7, 2021. A copy of the DEC is available at <https://www.energy.gov/gc/determination-exceptional-circumstances-decs>. By accepting or acknowledging the award, the Recipient is also acknowledging that it has received a copy of the DEC through the foregoing link. As set forth in 37 CFR 401.4, any nonprofit organization or small business firm as defined by 35 U.S.C. 201 affected by any DEC has the right to appeal the imposition of the DEC within thirty (30) working days from the Recipient's acceptance or acknowledgement of this award.

(End of Clause)

Exhibit A

Patent Rights – Waiver (10 C.F.R. 784, DOE Patent Waiver Regulations) – Terms and Conditions of W(C) 2022-03 Class Patent Waiver for Inventions Made Under Science, Innovation, and Infrastructure Financial Assistance Agreements by Domestic Large Businesses (5/11/2023)

(a) Definitions.

As used in this clause:

Background patent means a domestic patent covering an invention or discovery which is not a subject invention and which is owned or controlled by the Recipient at any time through the completion of this contract:

- (i) Which the Recipient, but not the Government, has the right to license to others without obligation to pay royalties thereon, and
- (ii) Infringement of which cannot reasonably be avoided upon the practice of any specific process, method, machine, manufacture, or composition of matter (including relatively minor modifications thereof), which is a subject of the research, development, or demonstration work performed under this contract.

Contract means any contract, grant, agreement, understanding, or other arrangement, which includes research, development, or demonstration work, and includes any assignment or substitution of parties.

DOE patent waiver regulations means the Department of Energy patent waiver regulations at 10 CFR Part 784.

Invention as used in this clause, means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

Patent Counsel means the Department of Energy Patent Counsel assisting the procuring activity.

Practical application means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Secretary means the Secretary of Energy.

Small business firm means a small business concern as defined at Section 2 of the Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121 will be used.

Subject invention means any invention of the Recipient conceived or first actually reduced to practice in the course of or under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act (7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights.

Whereas DOE has granted a waiver of rights to subject inventions to the Recipient, the Recipient may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause. With respect to any subject invention in which the Recipient elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Recipient.

(1) The Recipient shall disclose each subject invention to the Patent Counsel within six months after conception or first actual reduction to practice, whichever occurs first in the course of or under this contract, but in any event, prior to any sale, public use, or public disclosure of such invention known to the Recipient. The disclosure to the Patent Counsel shall be in the form of a written report and shall identify the inventors and the contract under which the invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Patent Counsel, the Recipient shall promptly notify the Patent Counsel of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient shall elect in writing whether or not to retain title to any such invention by notifying the Patent Counsel at the time of disclosure or within eight (8) months of disclosure, as to those countries (including the United States) in which the Recipient will retain title; provided, that in any case where publication, on sale, or public use has initiated the one (1) year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by DOE to a date that is no more than 60 days prior to the end of the statutory period. The Recipient shall notify the Patent Counsel as to those countries (including the United States) in which the Recipient will retain title not later than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, at least 60 days prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the Recipient files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Patent Counsel, election, and filing may, at the discretion of DOE, be granted, and will normally be granted unless the Patent Counsel has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title notwithstanding an existing waiver,

The Recipient shall assign and hereby assigns to DOE, title to any subject invention:

(1) If the Recipient elects not to retain title to a subject invention;

(2) If the Recipient fails to disclose or elect the subject invention within the times specified in paragraph (c) of this clause;

(3) In those countries in which the Recipient fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Recipient has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of DOE, the Recipient shall continue to retain title in that country;

(4) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention;

(5) If the waiver authorizing the use of this clause is terminated as provided in paragraph (p) of this clause; or

(6) Upon a breach of paragraph (h) or paragraph (t) of this clause.

(e) Minimum rights to Recipient when the Government retains title.

(1) The Recipient shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title under paragraph (d) of this clause except if the Recipient fails to disclose the subject invention within the times specified in paragraph (c) of this clause or breaches paragraph (h) or paragraph (t). The Recipient's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Recipient is a part and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of DOE except when transferred to the successor of that part of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in 37 CFR part 404 and DOE licensing regulations. This license shall not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DOE to the extent the Recipient, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, DOE shall furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient shall be allowed 30 days (or such other time as may be authorized by DOE for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR part 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Recipient action to protect the Government's interest.

(1) The Recipient agrees to execute or to have executed and promptly deliver to DOE all instruments necessary to:

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and

(ii) convey or confirm the transfer of title to DOE in subject inventions when DOE obtains title (e.g., pursuant to paragraphs (d), (n)(2), and (p)) of this clause, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under contract in order that the Recipient can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) Not less than sixty (60) days before the expiration of any period required by the relevant patent office (including all extension requests available as a matter of right by the relevant patent office), the Recipient shall notify Patent Counsel of any decision not to:

- (i) continue the prosecution of a patent application;
- (ii) file a U.S. non-provisional patent application within the statutory period for claiming priority to the initial patent application; and
- (iii) pay maintenance fees or defend in a reexamination or opposition proceeding on a patent,

in any country.

(4) The Recipient agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by DOE. The Government has certain rights in this invention."

(5) The Recipient shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Recipient personnel responsible for patent matters within six (6) months of conception or first actual reduction to practice, whichever occurs first in the course of or under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Recipient shall furnish the Patent Counsel a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Recipient agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government; to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government; and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Recipient shall furnish the Patent Counsel the following:

(i) Interim reports every twelve (12) months (or such longer period as may be specified by the Patent Counsel) from the date of the contract, listing subject inventions during that period and certifying that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(8) The Recipient shall promptly notify DOE in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the Subrecipient, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of DOE, the Recipient shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) The Recipient shall provide the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Recipient has retained title.

(10) Upon request, the Recipient shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts.

(1) The Recipient will include in all subawards, regardless of tier, for experimental, developmental, or research work the patent rights clause directed by the Contracting Officer.

(2) The Recipient shall not, as part of the consideration for awarding the subcontract, obtain rights in the Subrecipient's subject inventions.

(3) In the case of Subrecipients at any tier, DOE, the Subrecipient, and Recipient agree that the mutual obligations of the parties created by this clause constitute a contract between the Subrecipient and DOE with respect to those matters covered by this clause.

(h) Reporting on utilization of subject inventions.

(1) The Recipient agrees to submit annual reports on the utilization of each waived subject invention or on efforts at obtaining such utilization that are being made by the Recipient and any of its licensees or assignees including compliance with paragraph (t) of this clause. Each report shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, products that embody or are made through the use of the waived subject invention, manufacturing locations of such products and such other data and information as DOE may reasonably specify.

(2) The Recipient also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceedings undertaken by DOE in accordance with paragraph (j) of this clause.

(3) To the extent data or information supplied under this paragraph is considered by the Recipient, its licensee, or assignee to be privileged and confidential and is so marked, DOE agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry.

Notwithstanding any other provision of this clause, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights.

The Recipient agrees that with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in 48 CFR 27.304-1(g) to require the Recipient, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such

a request, DOE has the right to grant such a license itself if DOE determines that:

(1) Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Recipient, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Background Patents [reserved]

(l) Communications.

Unless otherwise directed by DOE Patent Counsel, all reports and notifications required by this clause shall be submitted in accordance with the instructions provided in the Federal Assistance Reporting Checklist (FARC) for this contract.

(m) Other inventions.

Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions.

(1) DOE shall, until three (3) years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Recipient relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether:

(i) Any such inventions are subject inventions;

(ii) the Recipient has established and maintains the procedures required by paragraphs(f)(2) and (f)(5) of this clause; and

(iii) the Recipient and its inventor have complied with the procedures.

(2) If DOE learns of an unreported invention of the Recipient which DOE believes may be a subject invention, the Recipient may be required to disclose the invention to DOE for a determination of ownership rights.

(3) Any examination of records under this paragraph shall be conducted in such a manner

as to protect the confidentiality of the information involved.

(o) Withholding of payment.

NOTE: This paragraph does not apply to subcontracts or grants.

(1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Recipient fails to:

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to paragraph (f)(5) of this clause;

(ii) Disclose any subject invention pursuant to paragraph (c)(1) of this clause;

(iii) Deliver acceptable interim reports pursuant to paragraph (f)(7)(i) of this clause;

(iv) Provide the information regarding subcontracts pursuant to paragraph (f)(6) of this clause; or

(v) Convey to the Government, using a DOE-approved form, the title and/or rights of the Government in each subject invention as required by this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Recipient has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Recipient delivers to the Patent Counsel all disclosures of subject inventions required by paragraph (c)(1) of this clause, an acceptable final report pursuant to paragraph (f)(7)(ii) of this clause, and all past-due confirmatory instruments, and the Patent Counsel has issued a patent clearance certification to the Contracting Officer.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. If the maximum amount authorized above is already being withheld under other provisions of the contract, no additional amount shall be withheld under this paragraph. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(p) Waiver Terminations.

Any waiver granted to the Recipient authorizing the use of this clause (including any retention of rights pursuant thereto by the Recipient under paragraph (b) of this clause) may be terminated at the discretion of the Secretary or his designee in whole or in part, if the request for waiver by the Recipient is found to contain false material statements or nondisclosure of material facts, and such were specifically relied upon by DOE in reaching the waiver determination or the cost share requirement as set forth in the applicable statement of considerations is not met. Prior to any such termination, the Recipient will be given written notice stating the extent of such proposed termination and the reasons therefor, and a period of 30 days, or such longer period as the Secretary or his designee shall determine for good cause shown in writing, to show cause why the waiver of rights should not be so terminated. Any waiver termination may be subject to the

Recipient's minimum license as provided in paragraph (e) of this clause.

(q) Atomic Energy.

No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by the Recipient or its employees with respect to any invention or discovery made or conceived in the course of or under this contract.

(r) Publication.

It is recognized that during the course of work under this contract, the Recipient or its employees may from time to time desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interests of DOE or the Recipient, approval for release of publication shall be secured from Patent Counsel prior to any such release or publication. In appropriate circumstances, and after consultation with the Recipient, Patent Counsel may waive the right of prepublication review.

(s) Forfeiture of rights in patents and patent applications on unreported subject inventions.

(1) As noted above in paragraph (d), the Recipient shall assign and hereby assigns to the Government, all rights in any subject invention which the Recipient fails to disclose a subject invention as required by this patent rights clause.

(2) The Recipient acknowledges and agrees the assignment of the unreported subject invention of the Recipient includes all rights in any and all patent applications and patents worldwide on the undisclosed subject invention.

(3) Pending written assignment of the patent application and patents on a subject invention determined by Patent Counsel to be forfeited (such determination to be a Final Decision under the Disputes clause of this contract; in the absence of a Disputes clause, 2 CFR 910.128, Disputes and appeals, is hereby incorporated by reference), the Recipient shall be deemed to hold the invention and the patent applications and patents pertaining thereto in trust for the Government. The forfeiture provision of this paragraph shall be in addition to and shall not supersede any other rights and remedies which the Government may have with respect to subject inventions.

(t) U.S. Competitiveness

The Recipient agrees that any products embodying any subject invention or produced through the use of any subject invention will be manufactured substantially in the United States unless the Recipient can show to the satisfaction of DOE that it is not commercially feasible. In the event DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., alternative binding commitments to provide an overall net benefit to the U.S. economy. The Recipient agrees that it will not license, assign, or otherwise transfer any subject invention to any entity, at any tier, unless that entity agrees to these same requirements. Should the Recipient or other such entity receiving rights in the invention(s): (1) undergo a change in ownership amounting to a controlling interest, or (2) sell, assign, or otherwise transfer title or exclusive rights in the invention(s), then the assignment, license, or other transfer of rights in the subject invention(s) is/are suspended until approved in

writing by DOE. The Recipient and any successor assignee will convey to DOE, upon written request from DOE, title to any subject invention, upon a breach of this paragraph. The Recipient will include this paragraph in all subawards/contracts, regardless of tier, for experimental, developmental, or research work.

(u) The requirements, rights, and administration of paragraph (t) are further clarified as follows:

1. Waivers. The Recipient (or any entity subject to paragraph (t)) may request a waiver or modification of paragraph (t). Such waivers or modifications may be granted when DOE determines that (1) the Recipient (or any entity subject to paragraph (t)) has demonstrated, with quantifiable data, that manufacturing in the United States is not commercially feasible and (2) a waiver or modification would best serve the interests of the United States and the general public.
2. Final determination of breach of paragraph (t). If DOE determines the Recipient is in breach of paragraph (t), the Department may issue a final written determination of such breach. If such determination includes a demand for title to the subject inventions under the award, the demand for title will cause an immediate conveyance and assignment of all rights to all subject inventions under the award to the United States Government, including all pending patent applications and all patents that cover any subject invention, without compensation. Any such final determination shall be signed by the cognizant DOE Contracting Officer with the concurrence of the Assistant General Counsel for Technology Transfer & Intellectual Property. Advanced notice will be provided for comment to the Recipient before any final written determination by DOE is issued.
3. For clarity, if DOE determines that the Recipient is in breach of paragraph (t), the Recipient shall not be entitled to any compensation, or to the license to the subject invention including the reserved license in section (e)(1), unless DOE re-grants a license through a separately agreed upon licensing agreement.

(End of clause)

ATTACHMENT 6
Federal Assistance Reporting Checklist (FARC)



FEDERAL ASSISTANCE REPORTING CHECKLIST

1. Award Number: DE-CD0000041

2. Project Title: ARCHES DOE H2 Hub

3. Recipient Name: ARCHES H2 LLC

4. Reporting Requirements (see also the Special Instructions):

I. PROJECT MANAGEMENT REPORTING	Frequency	Submission Location
<input checked="" type="checkbox"/> A. Performance Report Narrative (PRN)	Q	The PRN template is available at: Templates-for-OCED-Recipients . Upload each PRN to the "2. Post-Award Reporting/1. Project Management" folder in your project's Box folder set.
<input checked="" type="checkbox"/> B. Performance Report Quantitative (PRQ)	Q	The PRQ template is available at: Templates-for-OCED-Recipients , along with the Instructions for Phase 1 Performance Report Quantitative . Upload each PRQ to the "2. Post-Award Reporting/1. Project Management" folder in your project's Box folder set.
<input checked="" type="checkbox"/> C. Special Status Reports	O	See instructions I. C. on submission.
<input checked="" type="checkbox"/> D. Federal Financial Report (SF-425)	Q, F	Template available at: Grants.gov post-award forms . Upload completed form to the "2. Post-Award Reporting/1. Project Management" folder in your project's Box folder set.
II. AWARD MANAGEMENT REPORTING	Frequency	Submission Location
<input checked="" type="checkbox"/> A. Current and Pending Support Disclosures	O	Upload Current and Pending Support disclosures to the "2. Post-Award Reporting" folder in your project's Box folder set.
<input type="checkbox"/> B. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)	Y	Template available at: Grants.gov post-award forms . Upload this file to the "2. Post-Award Reporting" folder in your project's Box folder set.
<input checked="" type="checkbox"/> C. Tangible Personal Property Report – Disposition Request/Report (SF- 428 & SF-428C)	O, F	Template available at: Grants.gov post-award forms . Upload this file to the "2. Post-Award Reporting" folder in your project's Box folder set.
<input checked="" type="checkbox"/> D. Uniform Commercial Code Financing Statements	O	File the financing statement(s) with the Secretary of State where the Recipient is located. Upload a copy of this file to the "2. Post-Award Reporting" folder in your project's Box folder set.
<input checked="" type="checkbox"/> E. Reporting Subaward and Executive Compensation Information	O	Report subaward information at the Federal Funding Accountability and Transparency Act Subaward Reporting System . Report executive compensation as part of your registration profile at sam.gov .
<input checked="" type="checkbox"/> F. Annual Incurred Cost Proposal	O	Email the Annual Incurred Cost Proposal to oced_indirectrates@hq.doe.gov
<input type="checkbox"/> G. For-Profit Compliance Audit	O	Email this audit to OCED_RecipientAudits@hq.doe.gov and the Grants and Agreements Officer.
<input checked="" type="checkbox"/> H. Single Audit: States, Local Governments, Tribal Governments, Institutions of Higher Education, or Non-Profit Organizations	O	Upload this file to the Federal Audit Clearinghouse .
<input checked="" type="checkbox"/> I. Participants and Collaborating Organizations	O	Upload this file to the "2. Post-Award Reporting" folder in your project's Box folder set.

III. INFRASTRUCTURE INVESTMENT AND JOBS ACT/BIPARTISAN INFRASTRUCTURE LAW REPORTING	Frequency	Submission Location
<input type="checkbox"/> A. Boosting Domestic Manufacturing	E	Template available at: Templates-for-OCED-Recipients . Upload this file to the "2. Post-Award Reporting" folder in your project's Box folder set.
B. Quality Job Creation		
<input type="checkbox"/> 1. Direct Jobs	O	Submit weekly certified payrolls to LPC Tracker once the construction phase begins for this award.
<input checked="" type="checkbox"/> 2. Training Outcomes	E	Template available at: Templates-for-OCED-Recipients . Upload this file to the "2. Post-Award Reporting" folder in your project's Box folder set.
<input checked="" type="checkbox"/> 3. Good Jobs Outcomes	E	Template available at: Templates-for-OCED-Recipients . Upload this file to the "2. Post-Award Reporting" folder in your project's Box folder set.
<input checked="" type="checkbox"/> C. Equity and Justice	Q	Template available at: Templates-for-OCED-Recipients . Upload this file to the "2. Post-Award Reporting" folder in your project's Box folder set.
<input checked="" type="checkbox"/> D. Locations of Work	Q	Template available at: Templates-for-OCED-Recipients . Upload this file to the "2. Post-Award Reporting" folder in your project's Box folder set.
<input checked="" type="checkbox"/> E. Davis Bacon Act Semi-Annual Labor Compliance Report	O	Submit the Semi-Annual DBA Enforcement Report , to DBAenforcementreports@hq.doe.gov.
IV. SCIENTIFIC AND TECHNICAL REPORTING	Frequency	Submission Location
A. Science and Technical Information		
<input checked="" type="checkbox"/> 1. Accepted Manuscript of Journal Article(s)	O	Report to the DOE STI Management System .
<input checked="" type="checkbox"/> 2. Conference Product(s)	O	Report to the DOE STI Management System .
<input checked="" type="checkbox"/> 3. Technical Report(s)	O, F	Report to the DOE STI Management System .
<input checked="" type="checkbox"/> 4. Software & Manual(s)	O	Report to the DOE STI Management System .
<input checked="" type="checkbox"/> 5. Dataset(s)	O	Report to the DOE STI Management System .
B. Intellectual Property		
<input checked="" type="checkbox"/> 1. Intellectual Property Reporting	O	Report to iEdison
<input checked="" type="checkbox"/> 2. Invention Utilization Report	O	Report to iEdison
V. CLOSEOUT REPORTING	Frequency	Submission Location
<input checked="" type="checkbox"/> A. Invention Certification, DOE Form F.2050.11	F	Template available at: Templates-for-OCED-Recipients Upload this file to the "2. Post-Award Reporting" folder in your project's Box folder set.

FREQUENCY CODES AND DUE DATES:

E - At the end of the phase/budget period.

F - Final; within 120 calendar days after expiration or termination of the award.

M - Monthly; within 5 calendar days after the end of the month.

O - Other: See submission location link and written description below.

Q - Quarterly; within 30 calendar days after the end of the Federal fiscal year quarter. (Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec)

Y - Yearly; no later than December 1 of each year.

General Instructions

The Recipient is required to submit reports for the items where the checkbox in the checklist above is marked “x” consistent with the requirements and instructions included in this Federal Assistance Reporting Checklist (FARC). This version of the FARC focuses on reporting requirements for Phase 1, and the reporting requirements and/or frequencies may be updated in subsequent Phases and/or Budget Periods. DOE may also update the form and manner for submissions and, if so, will inform the Recipient regarding updated instructions.

I. Project Management Reporting

A. Performance Report Narrative

The Performance Report Narrative (PRN) provides a summary description of the work performed; the project progress, issues, and concerns; and the project schedule and deliverables status. The PRN template is available at the link provided in the table located at the beginning of this document. Although use of the template is optional, the template clarifies all elements that are required to be included as part of this submission.

B. Performance Report Quantitative

The Performance Report Quantitative (PRQ) provides the data and captures quantitative information on the project progress which supports the PRN. The PRQ template is available at the link provided in the table located at the beginning of this document. Although use of the template is optional, the template clarifies all elements that are required to be included as part of this submission. Instructions for Phase 1 PRQ are included to provide guidance on the PRQ submission.

C. Special Status Reports

This section sets forth the special status reporting requirements regarding problems, delays, or adverse conditions that materially impair or impact the Recipient's ability to meet the objectives of the award or may require DOE to respond to questions relating to such events from the public. The Recipient must report any of the following incidents to DOE, including immediate impacts of the incident and responses, as applicable. Within 60 days of the incident, the Recipient must submit a preliminary report that includes the impact of the incident (or potential impacts for near-misses), causes of the incident, remedial action(s) to be taken to correct the problem/condition and/or prevent similar incidents from occurring in the future, as applicable. A final report should be submitted once analysis is complete.

The Recipient is required to report the following to DOE by notifying the Federal Project Manager by email or phone:

The Recipient must report any of the following events, within forty-eight (48) hours:

1. Any incident involving an employee or member of the public on the facility grounds for any fatality or injury required to be reported under Occupational Safety and Health Administration or state regulations.
2. Any event of imminent or actual environmental contamination or the need for environmental cleanup that is required to be reported to state or federal regulatory agencies.
3. Any event of actual physical property damage in excess of \$50,000.

4. Any cybersecurity incident or breach that may cause financial harm or loss of intellectual property created or supported in performance of the award, including malware and ransomware attacks; affecting operations or the security of, or access to, data, including disruption of both physical operations and business operations for a duration greater than one (1) hour; or any cybersecurity incidents that have national security implications.
5. Any event that could lead to sabotage, insider threat, violence, theft, property damage, or any other significant factors.

The Recipient must report any of the following events, within five (5) business days:

1. Any notices or claims of patent or copyright infringement arising out of or relating to the performance of the award.
2. Refusal of a Subrecipient or contractor or subcontractor, when applicable, to accept flow-down requirements of the award.
3. Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the award.
4. Any improper claims or excess payments arising out of or relating to work under the award.
5. Potential or actual noncompliance with the reporting requirements under the award.
6. Potential or actual violations of the lobbying restrictions applicable to the award.
7. Potential or actual bankruptcy/insolvency of the Recipient or Subrecipients.
8. Near-misses or actual violations of environmental, health, or safety laws and regulations, any significant environmental permit violation, and any incident that causes a significant process or hazard control system failure.
9. Any event that is anticipated to cause a significant schedule slippage or cost increase.
10. Any developments that have a significant favorable impact on the project and any incident arising out of or relating to work under the award that has the potential for high visibility in the media.

The Recipient must report any of the following events, within ten (10) business days:

1. Potentially Duplicative Funding: If the Recipient or any of its Subrecipients have or receive any other Federal funds for activities that potentially overlap with the activities funded under this award, and any potentially duplicate identical cost items, the Recipient must notify the Grants and Agreements Officer in writing within ten (10) calendar days of identifying the potential

overlap or duplication of costs. The Recipient must state whether project funds (Federal and cost share funds) from any of those other Federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this award.

D. Federal Financial Report (SF-425)

The Recipient is required to submit a completed [SF-425](#) for the project to DOE, covering the entirety of work performed by the Recipient, Subrecipients, and contractors. The instructions for this item are stated in the table at the beginning of this document.

II. Award Management Reporting

A. Current and Pending Support Disclosures

The Recipient must submit current and pending support disclosure statements and a Curriculum Vitae or resume for any new senior/key personnel at the Recipient and Subrecipient level added to the project funded under this award, within thirty (30) calendar days of the individual joining the project. In addition, if there are any changes to current and pending support disclosure statements previously submitted, the Recipient must submit updated current and pending disclosure statements within thirty (30) calendar days of the change.

The Recipient must report current and pending support disclosures either using the approved template or any format if it includes at least the information requested in the template.

B. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)

The Recipient must submit an annual inventory of Federally owned property (government-furnished) where the award specifies that title to the property vests with the Federal government, whether it is in the possession of the Recipient or any Subrecipient(s). The SF-428 and SF-428A forms are available at <https://www.grants.gov/forms/forms-repository/post-award-reporting-forms>.

C. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

The Recipient must request disposition instructions or report disposition of Federally owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the Recipient or any Subrecipient(s). The Recipient may also be required to provide compensation to DOE when acquired equipment is sold or retained for use on activities not sponsored by the Federal government. Any equipment with an acquisition cost above \$5,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout if the Federal government retains an interest in the item), the Recipient must complete an SF-428 and SF-428C. The SF-428 and SF-428C forms are available at <https://www.grants.gov/forms/forms-repository/post-award-reporting-forms>.

At award closeout, the Recipient must submit a final inventory of and request disposition instructions for any Federally owned property and/or property or equipment acquired with project funds with an acquisition cost above \$5,000, whether the property is/was in the possession of the Recipient or Subrecipients. Only the Grants and Agreements Officer has authority to approve disposition requests and issue disposition instructions.

D. Uniform Commercial Code Financing Statements

Consistent with 2 CFR § 910.360(b)(4), for an award where the Federal share is more than \$1 million, and the entity purchasing the equipment is a for-profit Recipient or for-profit Subrecipient, a Uniform Commercial Code (UCC) financing statement(s) for equipment must be filed within five (5) business days after the award is made, or prior to the equipment purchase if at a later date, and proof of filing provided to DOE.

This financing statement provides public notice that the Federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered) without prior written approval.

The Recipient must file, and require any Subrecipient that intends to purchase equipment under this award to file, a UCC financing statement(s) with the Secretary of State where the Recipient or Subrecipient (as applicable, depending on the entity that is or will be the owner of the equipment) is located and must pay any associated costs for such filings, which are allowable project costs.

A UCC financing statement must be filed at least once every five years.

At a minimum, the financing statement(s) must state and include:

- “Title to all equipment (not real property) purchased with Federal funds under this financial assistance agreement is conditional pursuant to the terms of 2 CFR § 910.360, and the Federal government retains an undivided reversionary interest in the equipment at the Federal cost-share proportion specified in the Award terms and conditions.”
- Federal Award Identification Number (e.g., DE-CD00XXXX).

E. Reporting Subaward and Executive Compensation Information

As stated in 2 CFR Part 170 Appendix A:

1. Reporting of First-tier Subawards

a. Applicability.

The Recipient must report each action that equals or exceeds \$30,000 or more in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph 5. of this section), unless the Recipient is exempt as provided in paragraph

4. of this section.

b. Where and when to report

- i. The Recipient must report each obligating action described in paragraph 1.a. of this section to the Federal Subaward Reporting System at <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.

c. What to report. The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov/>, specify.

2. Reporting Total Compensation of Recipient Executives for Non-Federal Entities

a. Applicability and what to report.

The Recipient must report total compensation for each of the Recipient's five most highly compensated executives for the preceding completed fiscal year, if:

- i. The total Federal funding authorized to date under this award equals or exceeds \$30,000 as defined in 2 CFR § 170.320;
- ii. In the preceding fiscal year, the Recipient received:
 - 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.

b. Where and when to report.

The Recipient must report executive total compensation described in paragraph 2.a. of this section:

- i. As part of the Recipient's registration profile at <http://www.sam.gov/>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives

a. Applicability and what to report.

Unless you are exempt as provided in paragraph 4. of this section, for each first-tier non-Federal entity Subrecipient under this award, the Recipient shall report the names and total compensation of each of the Subrecipient's five most highly compensated executives for the Subrecipient's preceding completed fiscal year, if:

- i. in the Subrecipient's preceding fiscal year, the Subrecipient received:
 - 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. Where and when to report.

The Recipient must report Subrecipient executive total compensation described in paragraph 3.a. of this section:

- i. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the Subrecipient by November 30 of that year.

4. Exemptions

- a. If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, the Recipient is exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any Subrecipient.

5. Definitions

For purposes of this requirement:

- a. Federal Agency means a Federal Agency as defined at 5 USC § 551(1) and further clarified by 5 USC § 552(f).
- b. Non-Federal entity means all the following, as defined in 2 CFR Part 25:
 - i. A Governmental organization, which is a state, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign non-profit organization; and,
 - iv. A domestic or foreign for-profit organization
- c. Executive means officers, managing partners, or any other employees in management positions.
- d. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award or that the Recipient awards to an eligible Subrecipient.
 - ii. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a Subrecipient considers a contract.

- e. Subrecipient means an entity that:
 - i. Receives a subaward from the Recipient under this award; and
 - ii. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Total compensation means the cash and noncash dollar value earned by the executive during the Recipient's or Subrecipient's preceding fiscal year and includes the information found in 17 CFR § 229.402(c)(2)).

F. Annual Incurred Cost Proposal

The Recipient must submit a certified annual Incurred Cost Proposal, reconciled to its financial records, to finalize and reconcile billing rates incurred and billed to the Federal Government unless one of the following applies:

1. The Recipient elected to apply the de minimis rate as allowed under 2 CFR § 200.414(f) and opted out of any additional fringe costs/rates; or
2. The Recipient has a pre-determined Negotiated Indirect Cost Rate Agreement.

If OCED is not the Recipient's Cognizant Federal Agency, the Recipient should instead refer to its Cognizant Federal Agency for reporting instructions. Within 180 calendar days after the close of the Recipient's fiscal year. This requirement applies at the end of the award even if the award ends prior to the close of the Recipient's fiscal year.

G. DOE For-Profit Compliance Audit (For-Profit Entities)

As required by 2 CFR Part 910 Subpart F, a For-Profit Entity that expends \$750,000 or more during its fiscal year in DOE awards must have a Compliance Audit conducted for that year.

The Compliance Audit must be conducted in accordance with the regulations at 2 CFR §§ 910.500-521 and must refer to the appropriate regulations used by the auditor in their examination.

The Compliance Audit must be submitted along with audited financial statements if those statements are required and available. The deadline for this submission is within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period (Recipient's fiscal year-end). This requirement applies at the end of the award even if the award ends prior to the close of the Recipient's fiscal year.

Single Audit: States, Local Governments, Tribal Governments, Institutions of Higher Education, or Non-Profit Organizations

As required by 2 CFR Part 200 Subpart F, non-Federal entities (states, local governments, tribal governments, institutions of higher education, or non-profit organizations) that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with 2 CFR Part § 200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most Recipients the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR § 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any non-profit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.

For a program-specific audit, when a Recipient expends Federal award funds under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for research and development unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a Subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements. Within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period (Recipient's fiscal year-end). This requirement applies at the end of the award even if the award ends prior to the close of the Recipient's fiscal year.

H. Participants and Collaborating Organizations

The Recipient is required to submit the following information upon request by DOE. If there are any changes or updates to this information, the Recipient must submit updated information within thirty (30) calendar days of the change consistent with the instructions below:

1. What Individuals Have Worked on the Project
 - a. List each Non-Federal Project Manager and other senior/key personnel listed in the Assistance Agreement for the Recipient and the senior/key personnel at the Subrecipient level who have worked or are expected to work on the project, regardless of the source of compensation. For each individual, the Recipient must include the following:

- i. Name and role the person played in the project,
- ii. How the person contributed to the project, and
- iii. The person's state, U.S. territory, and/or country of residence. Include the location from which the person collaborated (international or U.S.-based). Include whether this person collaborated internationally with an individual located in a foreign country and whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what was the duration of the stay. If the participant was not U.S.- based, include whether this person traveled to the U.S. or another country as part of a collaboration, and, if so, where and what the duration of stay.

2. Other Organizations Involved in the Project

Include organizations such as academic institutions, other non-profits, industrial or commercial firms, consultants, state or local governments, schools or school systems, or other organizations (foreign or domestic) that have been involved with the project and how they contribute to the project.

3. Other Collaborators or Contacts Involved

Include significant collaborators or contacts within the Recipient's organization that may not be covered under other sections of this term and include the state(s), U.S. territory(ies), or country(ies) of each collaborator or contact.

III. Infrastructure Investment and Jobs Act / Bipartisan Infrastructure Law Reporting

A. Boosting Domestic Manufacturing

The Recipients must provide the following information and reports.

1. Domestic Manufacturing and Critical Materials and Rare Earth Element Mining, Processing, Production and Recycling Capacity

This reporting requirement applies to projects that support (i.e., construct, establish, retool, re-equip, or retrofit) manufacturing capacity as well as projects that support the mining, processing, production, or recycling of critical minerals or rare earth materials and elements. The Recipient is required to report on direct domestic manufacturing capacity as well as critical materials and rare earth element mining, processing, production, or recycling capacity.

2. Greenhouse Gas Emissions and Air Pollutants

This report documents the increases and decreases in pollutants across the effective useful life of the project as well as Greenhouse Gas emissions created through mining, processing, production, or recycling operations projects and indirect changes in GHG emissions resulting from projects.

3. Equipment

The Recipient must provide a list of all equipment in mining, processing, production, or recycling facilities projects that emit pollutants or greenhouse gases onsite in facilities listed in the mining processing and production or recycling tab.

The Recipient must submit this report using the III.A. Boosting Domestic Manufacturing Report excel form available at the link stated in the checklist above.

B. Quality Job Creation

1. Direct Jobs

This report is only required during the construction phase of the project. Refer to the DOE [Davis-Bacon Act Requirements for Recipients](#) webpage for information.

This award is funded under Division D of the Bipartisan Infrastructure Law. All laborers and mechanics employed by the Recipient, Subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act".

The Recipient must ensure the timely electronic submission of weekly certified payrolls to the [LCPtracker](#) unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

2. Training Outcomes

This report is required if the award requires Davis-Bacon Act compliance, if the authorizing statute applicable to the award refers to workforce development or training in the authorizing statute, or the Recipient utilizes a portion of the award funding on workforce development. Only career-track training that focuses on skill development should be tracked in this report. Career-track training leads to an appropriate industry-recognized credential, professional qualification, or license. It teaches broad occupational knowledge and skills that can be applied across a range of technologies, leading to a number of different career paths.

Continuing education allowing incumbent workers to keep up with the latest technology and practices, and to advance in their careers, is another important element of career-track training. This report will also track the number of workforce partnerships involving employers, community-based organizations, or labor unions, including partnerships specified in community benefits agreements and project labor agreements, or similar.

For training performed by the Recipient, data should be tracked for each trainee including trade, classification or trainee level, and zip code of residence. For awards with Subrecipients, the above data should be collected to the maximum extent feasible, recognizing this may not be possible for all projects.

The Recipient must submit this report using the III.B. Quality Jobs Creation Training Outcomes Report excel form available at the link in the checklist above.

3. Good Jobs Outcomes

This report is required of all Recipients of BIL funding. To assess activities contributing to growing American jobs, improving the quality of energy jobs, and facilitating equitable access to good jobs and training opportunities, all BIL Recipients must report annually on good jobs outcomes.

The Recipient must submit this report using the III.C. Quality Jobs Creation Good Jobs Outcomes Report excel form available at the link stated in the checklist above.

C. Equity and Justice

1. Community Engagement

The Recipient is required to submit this report on community and stakeholder engagement if its project includes building, expanding, or retrofitting a facility. The Recipient is required to report the estimated number of community members and stakeholders engaged during siting and design and the communities of interest to which they belong, if any. For projects engaging with the community as part of deployment and evaluation, Recipients should report any examples of planning, open forums, citizen advisory committees, participatory research and budgeting, memorandums of understanding, letters of support or any other indications of engagement.

2. Technical Assistance

The Recipient is required to submit this information if the Recipient provides technical assistance to other organizations related to the award. Examples of technical assistance include technical analysis, financial analysis, training, program assistance, policy and planning assistance, capacity building, and stakeholder engagement and coordination.

For each instance of technical assistance, the Recipient must provide information on the organization providing the technical assistance, communities served by this technical assistance, the location where the technical assistance was provided, and a link to find more information about the technical assistance if available.

3. Community Ownership

The Recipient is required to submit this information if its project includes building or installing new clean energy or climate assets. The Recipient should report whether any or all these assets will be community owned, as well as the compensation the community will receive.

The Recipient must submit this report in the excel form available at the link stated in the checklist above.

D. Locations of Work

Prior to award, the Recipient was required to identify each known location being served directly as a primary project site work location or a location impacted by the project. This includes the location(s) of construction or alteration activity as well as any communities geographically near the proposed project site and/or communities that may be a part of the proposed project's supply or waste life cycle (e.g., where raw materials come from, where waste is being sent). The Location(s) of Work report is required to be validated by the Recipient on a quarterly basis. If there are any changes to the Location(s) of Work, the Recipient must submit the updated information to DOE.

E. Davis Bacon Act Semi-Annual Labor Compliance Report

This award is funded under Division D of the Bipartisan Infrastructure Law. All laborers and mechanics employed by the Recipient, Subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code commonly referred to as the "Davis-Bacon Act".

Calendar year semi-annual reports are required on compliance with and enforcement of the labor standards provisions of the Davis-Bacon Act and its related acts covering the periods of October 1st through March 31st, and April 1st through September 30th, respectively. Submit your [SEMI-ANNUAL DAVIS-BACON ENFORCEMENT REPORT](https://www.energy.gov/infrastructure/semiannual-davis-bacon-reporting) to DOE three weeks after the end of semi-annual reporting period by April 21st and October 21st for the applicable performance period. The Davis Bacon Act Semi-Annual Labor Compliance Report may be accessed at <https://www.energy.gov/infrastructure/semiannual-davis-bacon-reporting>.

IV. Scientific and Technical Reporting

A. Science and Technical Information Reporting

The dissemination of scientific and technical information ensures public access to the results of Federally funded research, development, and demonstration programs. The report requires information products in any medium or format used to convey results, findings, or technical innovations from research and development or other scientific and technological work that are prepared with the intention of being preserved and disseminated in the broadest sense applicable (i.e., to the public or, in the case of controlled unclassified information or classified information, disseminated among authorized individuals). By submitting this report to the DOE Energy Link System (E-Link), the information will be made available to the public through OSTI.GOV.

The Recipient is responsible for ensuring the suitability of the reporting content for public release. Submissions must not contain any Protected Personally Identifiable Information, limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

1. Accepted Manuscript of Journal Article

Public access to scholarly publications is enabled by providing the Accepted Manuscript of the Journal Article to DOE OSTI and is consistent with the U.S. Government's retained license to published results of Federally funded research. If the Recipient has a journal article accepted for publication which includes information/data produced under the award, then the Recipient must submit using the DOE F 241.3 form, as described below, no later than the published online date of the article.

The Recipient is to provide the final peer-reviewed manuscripts, i.e., the version of a journal article that has been peer reviewed and accepted for publication in a journal. Do NOT submit the journal's published version of the article, i.e., do NOT submit a copyrighted reprint.

The Recipient must self-certify at the time of submission to DOE via E-Link that the content is appropriate and that it is not a copyrighted reprint, i.e., the final version of the published article. The Journal is to include an acknowledgement of Federal support and a legal disclaimer consistent with the Publications, Public Relations Activities, and Design Elements Standard Term and Condition.

2. Conference Product(s)

The Recipient must submit a copy of any scientific/technical conference papers, proceedings, or presentations. Within (30) thirty calendar days after the conference, or as specified.

The content should include a copy of the paper, presentation, or proceeding and: (1) name of conference; (2) location of conference; (3) date of conference; and (4) conference sponsor. The Recipient is also to include an acknowledgement of Federal support and a legal disclaimer consistent with the Publications, Public Relations Activities, and Design Elements Standard Terms and Condition.

3. Technical Report(s)

The Recipient must submit a copy of any scientific/technical reports designed for public consumption. Within (30) thirty calendar days after the conference, or as specified.

The content should include a copy of the report as well as an acknowledgement of Federal support and a legal disclaimer consistent with the Publications, Public Relations Activities, and Design Elements Standard Terms and Condition.

4. Software and Manual(s)

The Recipient must submit all software deliverables created under the award, as well as any accompanying documentation or manuals. This submission must be within (30) thirty calendar days after the product is completed.

DOE CODE is DOE's software services platform for submitting and searching for software resulting from DOE-funded research. Through submission to DOE CODE, users have the option to obtain a Digital Object Identifier for the code, making it more easily discoverable, citable, and shared. When a Recipient submits software to OSTI through DOE CODE, a set of required metadata elements and a link to the software repository must be provided.

5. Dataset(s)

Scientific/technical datasets (data-streams, data files, etc.) support the technical reports and published literature resulting from DOE-funded research. They are also recognized as valuable information entities that, now and in the future, need to be available for citation, discovery, retrieval, and reuse. The assignment and registration of a Digital Object Identifier is a free service for DOE-funded researchers which is provided by OSTI to enhance access to this important resource. To obtain an identifier, provide to OSTI the specific data elements relevant to the dataset, as specified in DOE AN 241.6. Such datasets must be submitted within five calendar day after the product is completed.

If the Recipient generates publicly available datasets resulting from work funded by DOE, it may announce these datasets to OSTI and have them registered with DataCite to obtain an identifier, which ensures long-term linkage between the dataset's location. To register and publicly announce a dataset, the Recipient must provide an [Announcement Notice \(AN\) 241.6](#), including the required data elements needed for describing the dataset.

Note: Do NOT submit the dataset itself, only the metadata for registering the dataset, obtaining an identifier, and announcing its availability.

B. Intellectual Property Reporting

1. Intellectual Property Reporting

In reporting to iEdison a login and password are required. If the Recipient does not already have an iEdison administrator account, the Recipient may register for one at [iEdison](#).

In accordance with the patent rights clause of the award, the Recipient and Subrecipient(s), if any, must complete the following intellectual property reports in iEdison when applicable:

- Disclosing a subject invention, including anticipated uses and sales (use iEdison's Invention Report).
- Reporting publications, manuscript submissions, or other public disclosures concerning a subject invention (add documents to the Invention Report).
- If authorized by the award agreement, electing (or declining) to retain title to a subject invention (modify the Invention Report and input "Title Election Date" or "Not Elect Title Reason").
- Disclosing the filing or termination of patent applications on a subject invention (i.e., patent applications disclosing or claiming a subject invention). Patent disclosures must be made (using iEdison's Patent Report) for filing the following patent applications:
 - An initial domestic patent application (including provisional or non-provisional)
 - A domestic divisional or continuation patent application
 - A domestic continuation-in-part application; and
- A foreign patent application.
- Discontinuing prosecution of a patent application, maintenance of a patent, or defense in a patent reexamination or opposition proceeding, regardless of jurisdiction (modify the Patent Report); and requesting an extension of time to:
 - Elect (or decline) to retain title to a subject invention (modify the Invention Report); and
 - File an initial domestic or foreign patent application (modify the Invention Report).
- Failure to submit Intellectual Property Reporting Forms in a timely manner may result in forfeiture of the Recipient's or Subrecipient's rights in the subject inventions and related patent applications.

2. Invention Utilization Report

The Recipient and Subrecipient(s) must provide Invention Utilization Reports for each subject invention that the Recipient or Subrecipient retains ownership. These reports are due annually starting one year after the Recipient or Subrecipient elects to take title and must

continue to be provided for ten (10) years thereafter or until the Recipient or Subrecipient informs DOE in writing that it no longer wants to retain title in the subject invention. Failure to submit Invention Utilization Reports in a timely manner may result in forfeiture of the Recipient's or Subrecipient's rights in the subject inventions.

V. Closeout Reporting

A. Invention Certification (DOE F 2050.11)

The Recipient is required to submit an Invention Certification on DOE Form F 2050.11. Within 120 calendar days after expiration or termination of the award.

The Invention Certification must include a list of all subawards/contracts at any tier containing a patent rights clause (or state that there were none).

ATTACHMENT 7

Budget Details

Attachment 7 – Budget Information

North California Power Agency : Authorized Budget Period / Phase and Funding

Budget Period / Phase	Anticipated Start	Anticipated End	Estimated Total Cost	Estimated Federal Funding
1	02/01/2025	06/30/2025	\$7,609,998	\$0
Total			\$7,609,998	\$0



Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: Nomination and Approval of the FY 2024-25 New Slate of Officers, and At-Large Executive Committee Members

AGENDA CATEGORY: Discussion/Action

FROM:	Jenelle Osborne	METHOD OF SELECTION:
	Chair	N/A
Division:	Nominating Committee	
Department:	Commission	

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:

The Nominating Committee is recommending the Northern California Power Agency (NCPA) Commission adopt Resolution 24-142 approving the election of Vice Chair James "Bo" Sheppard to serve for the remainder of the term of office of the departing Chair, the nomination of NCPA Commissioner Mikey Hothi to serve for the remainder of the term of office of the vacant seat of Vice-Chair, and the nomination of Mikey Hothi and Christina McKenna as the new at-large Executive Committee Members.

BACKGROUND:

In accordance with the Amended and Restated Rules of Procedure for the Commission of NCPA (the NCPA Bylaws), Section 10(iv) Other Committees, the Nominating Committee shall meet as an ad hoc committee before the July meeting of the Commission, and make its report to the Commission prior to the election of the Chair, Vice Chair, Executive Committee Members, Finance Committee Chair, and L&R Affairs Committee Chair and Vice-Chair. The Nominating Committee shall attempt to provide all Members an opportunity to serve and attempt to balance the membership of the Executive Committee among larger and smaller Members.

On July 25, 2024, the Commission approved the FY 2024-25 Slate of Officers consisting of Jenelle Osborne as Chair and James "Bo" Sheppard as Vice-Chair (Commission and Executive Committee), with David Hagele, Sudhanshu Jain, Pauline Roccucci, and Catalina Sanchez as the at-large Executive Committee Members. The term of the Executive Committee Member is one (1) year beginning at the regular September Commission meeting.

As set forth in the Bylaws, Members shall serve until their successors are elected, and vacancies shall be filled by the Commission as soon as practicable after they occur. Due to an upcoming vacancy of Chair Jenelle Osborne, the Nominating Committee met on November 19, 2024, to discuss and recommend the nomination of Chair, Vice Chair, and one to two (1 to 2) other voting Members of the Executive Committee.

The Nominating Committee brought forth a nomination of Vice-Chair James "Bo" Sheppard to serve for the remainder of the term of office of the departing Chair, the nomination of NCPA Commissioner Mikey Hothi to serve for the remainder of the term of office of the vacant seat of Vice-Chair, and the nomination of Mikey Hothi and Christina McKenna as the new at-large Executive Committee Members

FISCAL IMPACT:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

The Executive Committee will consider these recommendations during the December 5, 2024 Executive Committee meeting prior to the Commission meeting.

Respectfully submitted,



JENELLE OSBORNE
Commission Chair

Attachment:

- Resolution 24-142

RESOLUTION 24-142

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY NOMINATION OF THE FY 2024-25 NEW SLATE OF OFFICERS, AND NEW AT-LARGE EXECUTIVE COMMITTEE MEMBERS

(reference Staff Report #284:24)

WHEREAS, the Amended and Restated Rules of Procedure for the Commission of the Northern California Power Agency (NCPA) (the NCPA Bylaws), Section 10 (iv) Other Committees, the Nominating Committee shall meet as an ad hoc committee prior to the July meeting of the Commission; and

WHEREAS, on July 25, 2024 the Commission approved the FY 2024-25 Slate of Officers consisting of Jenelle Osborne as Chair and James "Bo" Sheppard as Vice-Chair (Commission and Executive Committee), with David Hagele, Sudhanshu Jain, Pauline Roccucci, and Catalina Sanchez as the at-large Executive Committee Members. The term of the Executive Committee Member is one (1) year beginning at the regular September Commission meeting; and

WHEREAS, as set forth in the Bylaws, Members shall serve until their successors are elected, and vacancies shall be filled by the Commission as soon as practicable after they occur; and

WHEREAS, due to an upcoming vacancy of Chair Jenelle Osborne, the Nominating Committee met on November 19, 2024, to discuss and recommend the nomination of Chair, Vice Chair, and one to two (1 to 2) other voting Members of the Executive Committee; and

WHEREAS, upon conclusion of the December 5, 2024 Commission meeting, the Nominating Committee brings forth the nomination of Vice-Chair James "Bo" Sheppard to serve for the remainder of the term of office of the departing Chair, the nomination of NCPA Commissioner Mikey Hothi to serve for the remainder of the term of office of the vacant seat of Vice-Chair, and the nomination of Mikey Hothi and Christina McKenna as the new at-large Executive Committee Members; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency adopt the resolution approving the election of Vice Chair James "Bo" Sheppard to serve for the remainder of the term of office of the departing Chair, the nomination of NCPA Commissioner Mikey Hothi to serve for the remainder of the term of office of the vacant seat of Vice-Chair, and the nomination of Mikey Hothi and Christina McKenna as the new at-large Executive Committee Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024, 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST:

CARRIE A POLLO
ASSISTANT SECRETARY




Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: 2024 Salary Study and Recommendations for 2025 Salary Ranges

AGENDA CATEGORY: Discussion/Action

FROM:	Brynna Bryant 	METHOD OF SELECTION:
	Human Resources Manager	N/A
Division:	Administrative Services	
Department:	Human Resources	

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>			
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RECOMMENDATION:

The Northern California Power Agency (NCPA) Commission approves Resolution 24-137, which implements CPS HR Consulting's recommendations over two fiscal years, assigning new salary grades to select job classifications, approving the 2025 salary ranges and pay schedule, and delegating authority to the General Manager to implement the changes and make any minor adjustments as necessary.

BACKGROUND:

In alignment with the Agency's Strategic Goals and direction from the Executive Committee, NCPA issued a Request for Proposal for a comprehensive Total Compensation study of the Agency's unrepresented job classifications. Based on a competitive bid process, NCPA awarded the contract to CPS HR Consulting (CPS). The Agency last conducted such a study in 2019/2020 but didn't implement any of the recommendations due to the uncertainties surrounding the impact of COVID-19.

Classifications

Working with CPS, Human Resources, and NCPA's senior management team identified 25 benchmark classifications. These positions included a wide range of job classifications across a broad mix of job families determined to be likely to exist in other utility organizations. In total, the study represented 94 of 102 unrepresented employees. These included Accounting, Human Resources, Engineering, Government Relations, Information Technology, Dispatch, Power Management, Plant staff, and others.

Comparators

The selection of comparator agencies or other sources of compensation data was based on the concept of the "relevant labor market." It is defined by the market segment where NCPA competes for labor and loses or gains qualified talent. The team identified 10 entities for CPS to compare NCPA's total compensation against which included publicly owned utilities with whom NCPA generally competes for talent. CCAs were excluded as a comparator but it was discovered that many CCAs have either passed NCPA or significantly closed the gap in total compensation. Investor-owned utilities were excluded due to their sheer size and extremely high pay scales. The comparators used in the study, similar to previous studies, included Roseville Electric, Silicon Valley Power, SMUD, LADWP, Riverside Electric, Hetch Hetchy, Turlock Irrigation District, WAPA, CMUA, and Westlands Water District.

Job Matching

CPS's approach was not to match by job title of the comparators but rather, the intent was to provide general market trends by comparing job duties and responsibilities, level of authority and autonomy, nature and complexity of work, and knowledge, skill, and ability requirements to determine whether these are comparable enough to utilize as a match. With a balanced labor market and the use of whole job analysis, it was reasonable to assume that some matches would have slightly higher (and lower) responsibilities but an overall goal of obtaining a 70% match. Lastly, CPS's best practice and methodology included meeting a minimum of three classification matches to make a recommendation.

Results

The Executive Committee continues to support the 70th percentile for the market salary / total comp range due to NCPA requiring a higher level of experienced staff because of the complexity of the Agency's business and the associated risks of hiring "greener" candidates. The results will

be slightly higher than using traditional mean or median comparisons. The overall findings from CPS for base salary and total comp are summarized as follows:

- 8 classifications are aligned or above the 70th percentile of the labor market being within +/- of 5% of salary and/or total comp maintain their respective salary grade.
- 4 classifications are below the 70th percentile of the labor market being between -5% to -10% of both salary and total comp requiring a one salary grade increase.
- 13 classifications are significantly below the 70th percentile of the labor market being greater than -10% of both salary and total comp requiring a two-salary grade increase.

Recommendations

Staff recommends implementing CPS's recommendations but over two fiscal years to ease the budgetary impact considering other financial activities such as the annual merit cycle, benefit changes, and the approval of the MOU contracts.

- 4 classifications and related job families are recommended to increase one salary grade in FY2025. Classifications include the Accounting Clerk, Energy Resource Analyst, Human Resources Analyst, and Schedule Planner/Power.
- 13 classifications and related job families are recommended to increase two salary grades. However, these classifications will be increased by one salary grade in FY2025 and one salary grade in FY2026. Classifications include the Administrative Assistant, Executive Assistant, Assistant General Manager, Director of Human Resources, Engineer, EH&S Specialist, Power Settlements Analyst, Supervisor II/III, Treasurer-Controller, Schedule Coordinator, and System Dispatcher.
- 11 classifications and their related job families are recommended to remain at their current salary grade.

FISCAL IMPACT:

The annual impact of implementing CPS's recommendations would be \$1.3 million. However, staggering the recommendations over two budgetary years reduces the yearly impact to \$660k with \$330k applied in the FY2025 budget. Funds are available in the respective salary budgets to implement the recommendations and 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:

The Executive Committee reviewed CPS's Total Compensation Study at a special meeting on November 12, 2024. The Executive Committee will review the final recommendation during its regularly scheduled meeting on December 5, 2024.

Respectfully submitted,



RANDY S. HOWARD
General Manager

Attachments:

- Resolution 24-137
- NCPA Administrative & General Wage Structure effective December 29, 2024
- CPS HR Consulting's NCPA Total Compensation Report and attachments

RESOLUTION 24-137

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE ASSIGNMENT OF NEW SALARY GRADES TO SELECT JOB CLASSIFICATIONS, AND APPROVING THE 2025 SALARY RANGES AND PAY SCHEDULE

(reference Staff Report #280:24)

WHEREAS, the Northern California Power Agency (NCPA) hired CPS HR Consulting (CPS) to perform a total compensation study to evaluate NCPA's pay and benefits relative to the labor market; and

WHEREAS, NCPA and its members wish to ensure that NCPA's relative labor market pay position is consistent with the Agency's desired competitive position; and

WHEREAS, NCPA and its members wish to ensure the Agency's salary ranges enable the Agency to successfully attract and compete for talent in the marketplace; and

WHEREAS, NCPA and its members wish to ensure the Agency can retain its highly skilled and experienced talent; and

WHEREAS, CPS completed this study and has determined that many classifications are below or significantly below the desired market position; and

WHEREAS, CPS has recommended changes to NCPA's job classifications and salary ranges for 2025;

WHEREAS, NCPA and its members wish to implement the compensation changes recommended by CPS over two fiscal years; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency approves implementing CPS HR Consulting's recommendations over two fiscal years, assigning new salary grades for select job classifications, approving the 2025 salary ranges and pay schedule, and delegating authority to the General Manager to implement the changes and make any minor adjustments as necessary.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2024 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	_____	_____	_____

JENELLE OSBORNE
CHAIR

ATTEST: _____
CARRIE POLLO
SECRETARY

NORTHERN CALIFORNIA POWER AGENCY
ADMINISTRATIVE GENERAL WAGE STRUCTURE
Effective December 29, 2024

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
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
8	¹ ADMINISTRATIVE CLERK	49,338	23.72	61,672	29.65	70,928	34.10
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
21	¹ ENERGY RESOURCE ANALYST III	126,339	60.74	157,914	75.92	181,605	87.31
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
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
24	¹ ENGINEER IV	156,957	75.46	196,186	94.32	225,618	108.47
21	¹ ENGINEER III	126,339	60.74	157,914	75.92	181,605	87.31
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
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
14	¹ HUMAN RESOURCES ASSISTANT	76,149	36.61	95,202	45.77	109,450	52.62
28	¹ HUMAN RESOURCES DIRECTOR	209,602	100.77	261,997	125.96	301,288	144.85
26	¹ HUMAN RESOURCES MANAGER	181,376	87.20	226,720	109.00	260,728	125.35
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 December 29, 2024

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>ENGNR</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	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 APPRENTICE	84,219	40.49	115,086	55.33		
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 - 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	CT SPECIALIST I - VI	117,894	56.68	175,698	84.47		
IBEW ²	MECHANIC OPERATOR - LEAD	161,803	77.79	161,803	77.79		
IBEW ²	MECHANIC OPERATOR I - V	117,894	56.68	154,107	74.09		
IBEW ²	OPERATOR TECHNICIAN - LEAD	170,019	81.74	170,019	81.74		
IBEW ²	OPERATOR TECHNICIAN I - V	120,682	58.02	161,907	77.84		
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 - LEAD	171,267	82.34	183,747	88.34		
IBEW ²	TECHNICIAN OPERATOR I - VI	117,894	56.68	174,970	84.12		
³	SCHEDULE COORDINATOR III	152,281	73.21	175,985	84.61		
³	SCHEDULE COORDINATOR I	89,366	42.96	119,330	57.37		
³	SCHEDULE COORDINATOR II	125,591	60.38	145,423	69.92		
³	SYSTEM DISPATCHER	138,757	66.71	194,193	93.36		
³	SYSTEM DISPATCHER, LEAD	152,281	73.21	203,918	98.04		

Note¹ Non-union employees whose salaries exceed the control may be granted a lump sum merit increase which is not added to base pay.

Note² IBEW = International Brotherhood of Electrical Workers

Note³ 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

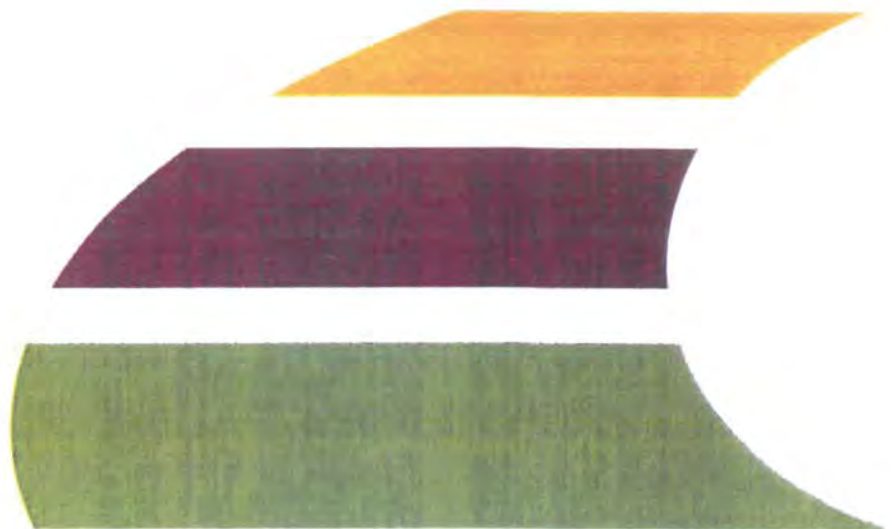
Northern California Power Agency

Total Compensation Report

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I. Executive Summary

Introduction

Northern California Power Agency (NCPA) retained CPS HR Consulting (CPS HR) to conduct a total compensation study. The objective of the study was to determine the competitiveness of the organization's base salaries and total compensation package, develop salary recommendations, and provide a final report.

This report also provides documentation of the methodologies used in the data collection, analysis, and development of compensation-related findings. Our findings provide useful insights on how the organization can effectively balance external competitiveness with the internal value of jobs.

Please note that this report is accompanied by three (3) supplemental documents depicting the following:

- **Attachment A:** Salary summary and individual salary datasheets with specific job matches for each benchmark classification
- **Attachment B:** Salary recommendations for the classifications covered under the study
- **Attachment C:** Benefit Tables - A detailed view of each benefit element collected by agency

Project Scope

The scope of work for this study included (12) comparable labor market agencies, (25) benchmark classifications, salary range recommendations, and benefits collection/reporting.

Please note that this report contains data collected in May 2024 and does NOT account for any salary increases or benefit changes that may have occurred since that time, nor does it include any future changes for the 2024 fiscal year. Therefore, this report analysis is a snapshot of how the organization's total compensation program measured against the labor market at that point in time.

Summary of Findings

Base Compensation

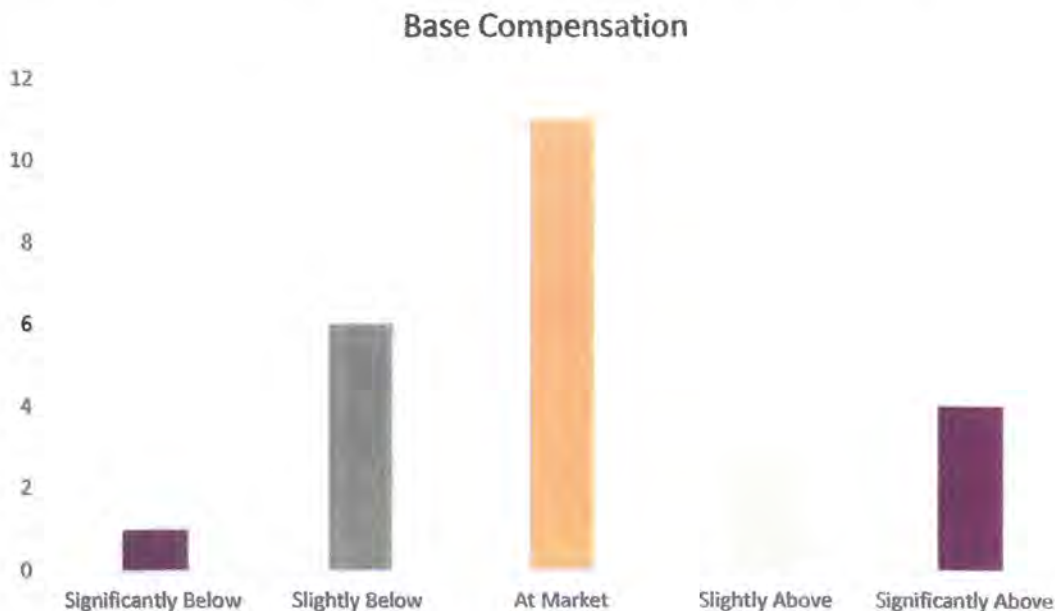
Our analysis of base compensation competitiveness shows how NCPA's pay ranges for base salaries compare to the broader labor market. We identify where the pay structures are similar, different, or need improvement. See below the breakdown of how various benchmark jobs align with the market median, ranging from closely aligned to significantly higher or lower. The overall findings for base salary are summarized as follows:

- (11) benchmark classifications are aligned (+/-5%) with the labor market median
- (6) benchmark classifications are slightly below market (between 5.1% - 9.9% below the market median)
- (1) benchmark classification is significantly below market (10% or more below the market median)
- (3) benchmark classifications are slightly above market (between 5.1% - 9.9% over the labor market median)

- (4) benchmark classifications are significantly above market (10% or more above the labor market median)

Labor Market Competitiveness: NCPA's base salaries are primarily aligned at the labor market. CPS HR compared the base salary ranges (excluding benefits) of NCPA and the comparator labor market agencies. CPS HR used the statistical median (50th percentile) as a main control point of the survey data to identify the client's position against market trends.

Table 1: Number of Benchmark Classifications by Labor Market Competitiveness



Total Compensation

NCPA's total compensation package plan (when base salary and benefits are compared) is at market when compared to all combined labor market agencies.

A total compensation study looks at the entire pay package given to employees in an organization. Analyzing total compensation is critical for understanding how competitive an organization's overall total rewards is, making sure it matches labor market trends, and helping to attract and keep talented employees. This total compensation study included common benefits available to all employees and focused on the employer cost of these benefits.

The benefits utilized as part of the total compensation analysis included:

- **Employer-paid health benefits** - Based on the maximum contribution EE+2 (family) contribution
- **Employer retirement contributions** - Money paid by the employer on behalf of employees (members)
- **Leave Information** - Sick Leave, Holiday, Vacation, Paid Time Off, Administrative/Management Leave
- **Cash Add-Ons** - Supplemental pay and benefit components that are equivalent to cash for the employee

The benefits collected and reported by CPS HR does not include expanded special pays, allowances, differentials, bonuses, or any other elements not listed. Please note that the analysis of benefits did not take into account the differences in deductibles, co-pays, or other employee costs. Generally, variations in employer contributions will either reflect these differences or, more commonly, the employee's share of total premium costs. Detailed total compensation datasheets and benefits tables can be found in Attachment A & C.

The overall total compensation findings of this study can be summarized as follows:

Health Benefits	At Market
Retirement Benefits (% of pay)	Slightly Below

Table 2: Number of Benchmark Classifications by Labor Market Total Compensation Competitiveness



Notable Findings:

NCPA currently has a broadband pay structure with pay ranges for job families close to 40% in bandwidth (spread from minimum to maximum control points of a range).

Additional Findings:

- **Leveling between jobs in a series:** Our assessment revealed clear leveling criteria for jobs within each series or level at NCPA. This presence of transparent progression paths for employees contributes to uncertainty and ambiguity in career development. Establishing well-defined criteria based on responsibilities, skills, and experience improves consistency and fairness in evaluating and promoting employees.

- **Missing salary ranges on the salary schedule:** Our assessment of NCPA's salary schedule revealed no disruption in comprehensive salary ranges for certain job levels or grades. This makes it easy to determine appropriate compensation. Maintaining the salary schedule to include all necessary salary ranges is critical to enhancing transparency and fairness in compensation decisions.
- **Job families particularly out of alignment with market:** It is evident that NCPA's job families are aligned with current market standards and trends. This alignment facilitates NCPA's ability to attract and retain top talent and accurately benchmark compensation against industry peers.

II. Project Parameters & Methodology

The initial step in conducting a total compensation study is to determine the basic parameters for the study, which include:

- Selection of comparable labor market agencies
- Identification of benchmark classifications
- Confirmation of desired labor market position
- Confirmation of benefit elements to be collected
- Determination of the appropriate statistical techniques used for aggregating and analyzing the data
 - (e.g., aging data, leveling, trimming, interpolation, extrapolation, multiple regression, etc.)

Selection of Comparable Labor Market Agencies

The selection of comparator agencies or other sources of compensation data is based on the concept of the “relevant labor market.” It is defined by the market segment where NCPA competes for labor and loses or gains qualified talent.

Typical criteria that may help define the relevant labor market includes the following:

- **Agency Size** – In general, agencies that employ relatively similar numbers of employees may have similar economic demographics. Since it is rare to find agencies that are exactly the same size, the goal is to provide a balanced mix of larger and smaller agencies, thereby minimizing the “skewing” effect when either of these are used exclusively.
- **Organizational Metrics** – i.e., revenue/budget, number of employees, enrollment figures, size of service area, population size, etc.
- **Geographic Proximity** – When considering selection of a labor market, it is important to consider the geographic proximity of potential agencies since they may be competitors in the recruitment market. If there are not enough agencies within the local market to conduct a study, then the geographic area may be expanded to include agencies in other closer areas, which are similar in other aspects.
- **Industry** – In general, agencies that provide similar services are more likely to have similar job classifications and recruit from the same labor pool.
- **Competing Organizations** – Organizations or agencies NCPA has lost employees to or recruited employees from are also good choices for selecting labor market agencies.
- **Transparency and Availability of Data** – Lack of availability of data or inability for an agency to participate in the study may disqualify a potential comparator agency from the viable list.
- **Past Labor Market Agency Selection Practices** – History of using certain agencies which managers/employees expect to use again for consistency.
- **Integration of Private Sector vs. Public Sector Compensation Data** – There may be a desire to reflect wages in both sectors to assess competitiveness. This is often difficult as private sector data is not readily available.
- **Cost of Wages/Cost of Living** – Cost of Wages includes year over year increases in employment cost for compensation, benefits and payroll taxes paid by an employer. The Cost of Living is based on the

Consumer Price Index which is the increase in prices for goods and services over a one-year period. The Cost of Living is often used to compare how expensive it is to live in one city versus another.

Comparable Labor Market Agencies (10 Total)

The labor market agencies selected for this study were:

1. City of Los Angeles, LADWP
2. City of Riverside, Electric
3. City of Roseville, Roseville Electric
4. City of Santa Clara, Silicon Valley Power
5. Hetch Hetchy Water and Power (San Francisco PUC)
6. Sacramento Municipal Utility District (SMUD)
7. Turlock Irrigation District
8. Western Area Power Administration (WAPA)
9. California Municipal Utilities Association (CMUA)
10. Westlands Water District

For this study, CPS HR was able to obtain data from all labor market agencies.

Identification of Benchmark Classifications

A benchmark is a selected job classification that is common across other comparator agencies and/or labor markets. Benchmark job classifications are typically selected collaboratively with NCPA's HR department and/or leadership and are subsequently matched to similar jobs in the comparator agencies classification systems.

For this project, NCPA recommended a selection of the specific benchmark classifications based on their business practices and/or specific conditions, and a principle of adequate representation of various occupational groups, job families, and levels within job series.

The benchmark classifications for this study are presented below. Job summary descriptions for all benchmark classifications were based on the current job descriptions provided by NCPA.

Benchmark Classifications (25 Total)

- | | |
|---|--|
| 1. Accountant Analyst III | 9. Treasurer Controller |
| 2. Accounting Clerk II | 10. General Manager |
| 3. Computer Technology Analyst IV Database Administrator (DBA) | 11. General Counsel |
| 4. Computer Technology Analyst IV Software Developer (Programmer) | 12. AGM II, CFO Administrative Services |
| 5. Power Settlements Analyst II | 13. AGM II, Generation Services |
| 6. Assistant Manager, Information Services | 14. Administrative Assistant III |
| 7. Human Resources Analyst II | 15. Engineer IV |
| 8. Director, Human Resources | 16. Supervisor II (Generation Services) |
| | 17. Environmental Health and Safety Specialist |
| | 18. Manager, Plant |

19. Student Assistant IV
20. Government Relations Representative IV,
Member Services
21. Manager, Regulatory Program

22. Schedule Coordinator III
23. System Dispatcher
24. Scheduler Planner Power
25. Energy Resource Analyst IV

Confirmation of the Desired Labor Market Position

The labor market position allows NCPA to set salary ranges at the desired point in the labor market. Ultimately, NCPA selected the desired labor market position based on affordability, recruitment and retention goals, and business strategy.

There are typically three labor market position options:

1. **Lead the market** - positioning pay parameters higher than the market (i.e., 60th percentile or 70th percentile etc.)
2. **Meet the market** - positioning pay parameters at the median of the market (i.e., exactly at the 50th percentile)
3. **Lag the market** - positioning pay parameters below the market (i.e., 40th percentile or lower)

Because labor market job values vary by job classifications and/or job families, some situations require use of a “mixed” labor market position option where lead the market strategies are used for hard to fill job classifications while for other job classifications a “match to market” approach can be used.

For this project, NCPA selected to lead/meet the relevant labor market approach based on their business objectives and employment practices, aligning the pay structure and salary ranges to the 70th percentiles. CPS HR considered this strategy during the data collection, analysis, and recommendations.

Determination of the Appropriate Statistical Techniques

For this study, CPS HR provided labor market data analysis based on the **median of the market**. The labor market median is the value separating the higher half of the data sample (in this case, salaries) from the lower half of the data sample. It may be thought of as the middle value of the market in a compensation study.

While both the mean and the median can be useful statistical tools to describe where the center of a data set is located, the median does a better job than the mean of capturing a “typical” value. This is because the median is not as heavily influenced by skewed data or data with outliers. Because many labor market pools rely on a relatively small amount of data, they often have skewed distributions and extreme values.

Some common statistical techniques used in total compensation studies include the following:

- Identifying a specific percentile of the wage market ranges, such as 10th, 25th, 50th, 75th, and 90th percentiles
- Calculating the weighted average of the data to minimize the influence of sources that are less related to the NCPA agency or has a smaller data sample

- Data visualization techniques, such as charts, graphs, scatter plot diagrams, or other tools to better understand and present collected data

Benchmark Classification Matching Process

When conducting a total compensation study, the intent is to provide general market trends by comparing job duties and responsibilities, level of authority and autonomy, nature and complexity of work, and knowledge, skill, and ability requirements to determine whether these are comparable enough to utilize as a match.

With a balanced labor market and the use of whole job analysis, it is reasonable to assume that some matches will have slightly higher responsibilities and some matches will have slightly lower responsibilities, yet the overall scope of duties and responsibilities of the combined matches will be balanced.

In the process of matching from other agencies, CPS HR did not make a job match based only on a similar title or rely solely on classification specifications. CPS HR also referenced position control documents, organizational charts, allocation lists, and other information, when available, to specifically identify which classification, and what level of classification, performed the duties of the NCPA benchmark classification.

All reasonable efforts have been made to obtain accurate salary and benefit data from the participating survey agencies, using source documents and information provided by each agency's human resources department. In addition, budgets or other fiscal tools provided greater understanding of the classification structure than what was evident in the content of classification specifications. To the extent possible, CPS HR identified the operational use of a classification in determining whether it is a comparable job match.

Depending on the study, CPS HR may look at matching entry, journey, or even advanced level classifications based on the specific benchmark being studied. Generally, job matching is performed using mid-level classifications (full performance journey-level) and then other levels within the job series are adjusted based upon our leveling guidelines.

Required Number of Comparable Classifications

CPS HR's best practice and methodology is that benchmark positions must have a **minimum of three (3) classification matches** to make a salary recommendation based on the labor market data. In most studies, it is common to have some classes for which limited market data exists.

There are many reasons a benchmark class may not have enough comparable data including:

- Differences in the delivery of services
- Differences in span of authority
- Differences in organizational structure
- Differences in operational size
- The benchmark classification is not commonly found in other agencies
- The labor market agency does not provide that service

In this study, all benchmark classifications met the requirement of a minimum of three (3) comparable matching classifications.

It is important to note that when examining data, results with fewer than three (3) matches may not be a valid indicator of where the organization stands in comparison to the labor market. For that reason, while data has been presented for review, caution should be used when using data for survey classes with fewer than three (3) matches for salary setting purposes. Salary recommendations for these classes should be based more heavily on the internal equity/relationships with other job classes.

Labor Market Data Collected

CPS HR collected base salary data from the labor market to generate the minimum, midpoint, and maximum salaries within the labor market. When analyzing the labor market, the goal is to identify NCPA's competitive position within the labor market to attract, develop, motivate, and retain talent.

Total Compensation Elements Collected

CPS HR collected numerous benefits and compensation practices, in addition to base salary, to evaluate the total compensation of NCPA in the labor market. The aim is to determine the organization's competitive position to attract and retain talent while ensuring internal equity. This involves assessing the benefits and perks new employees receive upon hiring. The reported benefits are those available to all employees in a group, while other compensation is based on the specific employee group or classification. The benefits and other compensation data collected for this study were selected by NCPA and are shown in Table 3.

Table 3: Benefit, Pay Structures & Practices Collected

Benefit, Pay Structures	Included in Total Compensation and Benefit Tables
Employer Retirement Contribution	CPS HR reports the percentage of salary paid by the employer towards the employee's retirement. The normal cost rate is collected.
Employer Paid Member Contributions (EPMC)	This is a Classic members benefit where the employer agrees to pay some or all of the required employee contribution to the retirement system, sometimes referred to as "pick-up" contribution.
Federal Insurance Contributions Act (FICA)	Refers to the Federal Insurance Contributions Act (FICA) which is a United States federal payroll contribution, of employees and employers, to fund Social Security (6.2%) and Medicare (1.45%). State and local government employees may be covered for social security and Medicare either by mandatory coverage, or under a Section 218 Agreement between the state and the Social Security Administration. Under some circumstances, an employee may be excluded from social security or Medicare (uncommon practice), or both.
Deferred Compensation Plans	Voluntary tax-free savings plans such as 457, 401a and 401k allowing employers to defer a portion of an employee's compensation for a later date, usually retirement. CPS HR reports any employer contributions to these plans.
Health Benefit Employer Contributions	Employer's monthly contributions for medical, dental, and vision benefits for EE+2 family coverage.
Longevity	Payments made to employees based on their length of service.

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Allowances	Compensation for personal items used for work, such as vehicles, phones, uniforms, and safety footwear. The allowances may not be universally applicable to all positions within a unit and may be dependent on other factors.
Benefit, Pay Structures	NOT Included in Total Compensation – <i>Included in Benefit Tables Only</i>
Basic Life Insurance/ADD	Employer-paid Basic Life Insurance and ADD is reported.
Long Term Disability Insurance (LTD)	Employer-paid LTD insurance is reported.
Vacation or PTO Leave	Time off for rest or breaks, usually varying by service length.
Annual Leave	A consolidated leave plan for various purposes, with compensation for unused hours upon departure.
Sick Leave	Employer-paid time off for illness or injury.
Holidays and Floating Holidays	Paid holidays from work for special religious, cultural, social, or patriotic significance purposes. Floating holidays are also recorded.
Management / Administrative Leave	Leave awarded to FLSA exempt employees to recognize extra hours worked to perform job duties.
Incentive	Incentive pay is pay for achieving performance goals, educational milestones, or skill improvements. CPS HR collects education, certification, and performance incentives.
Tuition Reimbursement	Tuition reimbursement programs offer financial support for employees taking college courses, with reimbursement upon course completion e.g., \$2,000 per year towards tuition and coursework material.

III. Work Plan

The total compensation study aimed to assess and compare the cash and compensation benefits offered to employees, ensuring they were competitive, equitable, and in line with strategic compensation practices.

To complete the total compensation study, CPS HR completed the following tasks:

- Conducted an informal meeting with the client to discuss the project scope and review the proposal details.
- Sent a list of required documents needed to begin the study to NCPA in April 2024.
- Reviewed NCPA's background materials, including classification specifications, salary schedules, benefits, policies, and organization charts
- Conducted a formal client kick-off meeting with stakeholders to discuss the project scope and explain the study methodology, timeline, and next steps
- Developed a data collection method and approach
- Sent a project parameters letter in May 2024 and received approval from NCPA in June 2024.
- Researched and collected salary data and total compensation elements from the identified labor market agencies, including current salary schedules, classification specifications, benefits summaries, budgets, position control documents, and other documents as available
- Communicated with the comparable labor market agencies to request further information or clarification on job matching/data collection
- Conducted job matching training, developed, and delivered a comprehensive client job matching review spreadsheet for NCPA review, feedback, and final approval in August 2024.
- Received final feedback on job matches from the client in September 2024 and revised some job matches after review of client feedback
- Developed and sent a comprehensive workbook on total compensation elements for NCPA's review, feedback, and final approval
- Researched, analyzed, reviewed, and reported on all data for a discussion of preliminary findings with NCPA

IV. Study Results

CPS HR studied (25) NCPA benchmark job classifications, of which all were matched to corresponding labor market benchmarks.

Please note that the term “No Comparable Class” is used if CPS HR did not find a comparable classification within an agency to a specific benchmark classification. The term “Data Not Available” (DNA) is used when CPS HR could not obtain the required data from an agency after numerous attempts.

NCPA’s overall position within the labor market and the medians or means for each classification are presented in the base salary individual datasheets under separate cover. However, in Table 4 below, we have provided a summary of NCPA’s position within the labor market by classification. It illustrates the following information for each benchmark classification(s):

- The NCPA classification title
- The number of comparable classifications found in the labor market
- The control points of current monthly salary (minimum, midpoint, maximum) for the study classifications
- The labor market median of the control points is calculated using the same control point for each of the comparable classes; that range of data is then computed to provide the median amount.
The NCPA salary is not included in the median or mean calculations.

CPS HR used the labor market medians in market comparisons presented in the salary summary (Table 4) since the market median eliminates high and low outliers which can skew data and outcomes. The median tends to provide a more stable representation of trends in the market.

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Table 4. NCPA Salary Summary

This table reflects the percent above/below labor market base salary medians by classification. A negative (-) number indicates that the NCPA is above the Labor Market. A positive (+) number means that the NCPA salaries are below the Labor Market and need the indicated percentage to reach the Labor Market. NCPA base salary is not included in the median and mean calculations.

Classification Title	# of matches	Base Salary Minimum	Base Salary Midpoint	Base Salary Maximum	LM Base Salary Minimum	LM Base Salary Midpoint	LM Base Salary Maximum	Mkt Variance from Min	Mkt Variance from Mid	Mkt Variance from Max
Accountant Analyst III	6	\$8,888.50	\$9,999.59	\$11,110.67	\$8,676.18	\$10,039.64	\$11,566.54	-2.39%	0.40%	4.10%
Accounting Clerk II	8	\$4,983.33	\$5,606.46	\$6,229.58	\$5,168.87	\$5,965.21	\$6,676.80	3.72%	6.40%	7.18%
Administrative Assistant III	6	\$5,759.83	\$6,479.17	\$7,198.50	\$5,707.55	\$6,950.11	\$8,141.15	-0.91%	7.27%	13.10%
AGM II, CFO Administrative Services	7	\$21,169.17	\$23,815.13	\$26,461.08	\$18,988.66	\$23,959.41	\$28,930.15	-10.30%	0.61%	9.33%
AGM II, Generation Services	6	\$21,169.17	\$23,815.13	\$26,461.08	\$20,644.91	\$25,151.38	\$29,657.84	-2.48%	5.61%	12.08%
Assistant Manager, Information Services	5	\$13,717.58	\$15,431.88	\$17,146.17	\$12,045.00	\$14,468.13	\$16,490.93	-12.19%	-6.25%	-3.92%
Computer Technology Analyst IV Database Administrator (DBA)	4	\$11,869.83	\$13,353.58	\$14,837.33	\$10,825.88	\$12,443.44	\$14,060.99	-8.79%	-6.82%	-5.23%
Computer Technology Analyst IV Software Developer (Programmer)	5	\$11,869.83	\$13,353.58	\$14,837.33	\$10,474.53	\$12,174.07	\$13,873.60	-11.76%	-8.83%	-6.50%
Director, Human Resources	6	\$15,851.33	\$17,833.42	\$19,815.50	\$15,598.04	\$18,591.11	\$21,584.19	-1.60%	4.25%	8.89%
Energy Resource Analyst IV	5	\$11,869.83	\$13,353.58	\$14,837.33	\$11,282.27	\$13,110.94	\$14,939.60	-4.95%	-1.62%	0.69%
Engineer IV	6	\$11,869.83	\$13,353.58	\$14,837.33	\$11,130.49	\$13,356.78	\$15,583.07	-6.23%	0.02%	5.05%
Environmental Health and Safety Specialist	4	\$9,554.17	\$10,748.42	\$11,942.67	\$10,174.67	\$11,646.11	\$13,117.55	6.49%	5.35%	9.24%
General Counsel	6	\$22,756.92	\$25,601.34	\$28,445.75	\$20,080.17	\$24,640.49	\$29,200.81	-11.76%	-3.75%	2.65%
General Manager	5	\$30,392.25	\$34,190.88	\$37,989.50	\$26,709.00	\$28,819.27	\$33,334.92	-12.12%	-15.71%	-12.25%
Government Relations Representative IV, Member Services	4	\$11,041.33	\$12,421.92	\$13,802.50	\$9,919.55	\$11,856.09	\$13,792.62	-10.16%	-4.58%	-0.07%
Human Resources Analyst II	6	\$8,268.00	\$9,301.09	\$10,334.17	\$7,880.60	\$9,438.43	\$11,132.50	-4.69%	1.48%	7.73%
Manager, Plant	4	\$18,317.83	\$20,608.46	\$22,899.08	\$14,998.70	\$16,727.78	\$19,056.85	-21.40%	-18.89%	-16.78%
Manager, Regulatory Program	4	\$13,717.58	\$15,431.88	\$17,146.17	\$11,670.41	\$13,440.40	\$15,210.39	-14.92%	-12.90%	-11.29%
Power Settlements Analyst II	3	\$8,268.00	\$9,301.09	\$10,334.17	\$8,599.07	\$9,995.27	\$11,391.47	4.00%	7.46%	10.23%
Schedule Coordinator III	4	\$11,273.60	\$13,163.80	\$15,054.00	\$12,146.46	\$13,770.69	\$15,394.92	7.74%	4.63%	2.26%
Scheduler Planner Power	3	\$11,869.83	\$13,353.58	\$14,837.33	\$12,587.56	\$14,214.72	\$15,841.87	6.05%	6.45%	6.77%
Student Assistant IV	6	\$4,768.42	\$5,363.80	\$5,959.17	\$3,569.55	\$4,162.71	\$5,115.55	-25.14%	-22.39%	-14.16%
Supervisor II (Generation Services)	4	\$12,760.83	\$14,355.50	\$15,950.17	\$12,828.58	\$14,921.01	\$17,013.45	0.53%	3.94%	6.07%
System Dispatcher	4	\$10,757.07	\$12,905.54	\$15,054.00	\$14,243.84	\$15,169.65	\$16,095.47	32.81%	17.54%	6.92%
Treasurer Controller	7	\$15,851.33	\$17,833.42	\$19,815.50	\$14,935.00	\$18,380.27	\$21,398.00	-5.78%	3.07%	7.95%
Overall								-4.26%	-0.98%	2.06%

Overall Summary of Labor Market Position Analysis

The data in the above Table 4 shows that the NCPA total compensation generally meets or leads in the relevant labor market, with some classifications below the labor market when comparing total compensation. Table 5 shows the overall total compensation per month by benchmark and the market variance from total compensation.

Table 5. NCPA Total Compensation Summary

Classification Title	# of matches	Agency TC	Mrkt TC	Mrkt Variance from TC
Accountant Analyst III	6	\$16,305.46	\$15,918.92	-2.37%
Accounting Clerk II	8	\$10,313.43	\$10,296.03	-0.17%
Administrative Assistant III	6	\$11,502.88	\$12,375.99	7.59%
AGM II, CFO Administrative Services	7	\$34,380.13	\$36,688.10	6.71%
AGM II, Generation Services	6	\$34,380.13	\$37,912.88	10.28%
Assistant Manager, Information Services	5	\$23,522.68	\$22,646.89	-3.72%
Computer Technology Analyst IV Database Administrator (DBA)	4	\$20,831.49	\$19,362.69	-7.05%
Computer Technology Analyst IV Software Developer (Programmer)	5	\$20,831.49	\$19,652.85	-5.66%
Director, Human Resources	6	\$26,634.05	\$28,383.74	6.57%
Energy Resource Analyst IV	5	\$20,831.49	\$20,923.67	0.44%
Engineer IV	6	\$20,831.49	\$20,897.30	0.32%
Environmental Health and Safety Specialist	4	\$17,326.82	\$18,911.72	9.15%
General Counsel	6	\$36,693.47	\$36,284.97	-1.11%
General Manager	5	\$47,817.66	\$44,275.66	-7.41%
Government Relations Representative IV, Member Services	4	\$19,609.95	\$19,087.63	-2.66%
Human Resources Analyst II	6	\$15,352.23	\$15,755.95	2.63%
Manager, Plant	4	\$30,228.27	\$25,229.84	-16.54%
Manager, Regulatory Program	4	\$23,522.68	\$21,243.71	-9.69%
Power Settlements Analyst II	3	\$15,352.23	\$16,817.58	9.54%
Schedule Coordinator III	4	\$21,084.04	\$21,211.07	0.60%
Scheduler Planner Power	3	\$20,831.49	\$21,528.91	3.35%
Student Assistant IV	6	\$9,981.48	\$8,392.47	-15.92%
Supervisor II (Generation Services)	4	\$22,128.62	\$22,974.14	3.82%
System Dispatcher	4	\$21,084.04	\$22,408.85	6.28%
Treasurer Controller	7	\$26,634.05	\$28,097.66	5.50%
Overall				0.02%

In our detailed analysis of NCPA's total compensation strategy, we found that it generally meets the market in terms of overall compensation, with a few exceptions. This means that the combination of all direct and indirect benefits—including retirement plans, healthcare, and other perks—gives NCPA a significant advantage in attracting and retaining top talent. This strong position in total compensation clearly demonstrates NCPA's commitment to employee well-being and career development to both current employees and potential candidates.

However, it is important to note that maintaining this advantage will require continuous assessments to keep up with market trends and a balanced approach to ensure that this financial commitment aligns with NCPA's long-term sustainability goals.

VI. Internal Equity Analysis

Internal Equity Concept

It is also important to recognize that existing internal relationships between the jobs are also a critical consideration when developing a compensation plan. While external or “market” data shows how an agency’s jobs compare to similar jobs in the relevant labor market, internal equity analysis is used to identify the worth of each job in comparison with other jobs in the agency. That value is expressed by the assignment of a pay range/pay grade to each job. This results in a job hierarchy where jobs with higher accountabilities, authority, and complexity are placed above jobs with less complexity and accountability. While an external market study may recommend re-grading some job classifications to better align them with the labor market, CPS HR also recognizes the importance of balancing such recommendations with the existing internal relationship between jobs.

Internal Equity Analysis Methodology

To initiate the internal equity analysis, CPS HR started by reviewing NCPA’s current salary grade structure using existing statistical parameters such as midpoint separations, salary grade bandwidth, and salary grade overlaps. The internal job equity is reviewed by determining intrinsic job values and the relationship between job classifications within the agency, job family, and job series. CPS HR uses multiple methods of internal job evaluation, including whole job ranking, classification method, factor comparison, or point-factor. The method selection is based on agency’s specifics and the condition of the current classification system. The complete job architecture includes the review and determining of job values to ensure adequate internal job relationships, and leveling job families and series to mitigate pay compressions and dispersions.

VII. Salary Recommendations

Salary Range Recommendation Guiding Principals

For benchmark classifications, CPS HR generates salary recommendations from the labor market 70th percentile data. For non-benchmark classifications, CPS HR's salary range recommendations are made based on internal relationships and anchoring to an appropriate benchmark, typically factoring in elements such as nature of work, existence in a job family or supervisory level. When a market or internal equity adjustment is granted to one class in a series, the other classes in the series are also adjusted accordingly to maintain internal equity. For example, if the labor market results suggest moving the Accountant I to a higher pay grade, CPS HR's recommendation would be to move the Accountant II as well. This practice will ensure internal job equity and preserve existing relationships between job levels within job families. The same guiding principle may be applied to jobs classifications in similar functional areas. For example, adjusting the Accountant series to a higher pay grade may warrant adjusting the Financial Analyst in the same manner.

Incumbent Salary Placement Recommendations

When the pay range of NCPA's benchmark job classification is found to be above the relevant labor market range, CPS HR generally does not recommend reducing the current pay ranges.

Following a review and analysis of the data collected and aggregated from the relevant labor markets, CPS HR has made salary recommendations for all NCPA benchmark classifications and provided these recommendations as a separate attachment (Excel) document depicting the salary grade recommendations. Salary recommendations were based on both internal equity and the salary data collected from the comparable labor markets.

Overall, there were (18) benchmark classifications that were recommended to be slotted into a higher salary grade and (6) benchmark classifications that were deemed to be at market, in alignment with internal equity, or there was insufficient labor market data to make an appropriate salary recommendation. This is shown in Table 6.

CPS HR considers benchmark classifications falling within 5% above or 5% below the labor market to be competitive for salary study purposes because of the differences in compensation policy and actual scope of work and position requirements. However, NCPA can adopt a closer standard.

These recommendations will help NCPA to effectively recruit, retain, and reward talent and remain competitive in the established labor market. Other factors to consider include the cost of salary increases, compounded labor costs, and the fiscal impact necessary to prevent financial hardship or unintended consequences. Implementation of salary recommendations is highly dependent on further discussion internally by NCPA about the organization's financial climate and the sustainability of salary increases. Some factors to consider are compounded labor costs associated with benefits plans and employer contributions, initial placement of employees within revised salary ranges, a written policy for movement of employees through the salary ranges over time (e.g., annual performance evaluations and percentage of increase), and overall fiscal impact of implementation today and in

the future. With respect to the implementation of a salary recommendation program, we believe it is important to consider the impact of salary range changes both on NCPA financial resources and the well-being of employees. In order to ease the burden on both, we suggest the following:

- NCPA should consider an implementation plan which extends over a reasonable period of time for those classifications whose pay rates are found to be significantly below labor market. It is quite common for public sector organizations to consider an implementation period of a few years to ease the financial burden in any given year. This requires agreeing on an implementation plan based on priority level of classifications that are lagging in the labor market based on the results of this study.
- As the first step, we recommend applying market adjustments to all employees, if feasible. As a second step, we recommend bringing each employee's pay rate to the nearest step of the pay grade within the new pay structure. The third step would include reviewing employees' pay rates who are significantly below the labor market and addressing these in future budget cycles.

Our recommendations typically do not place classifications at lower levels, even in cases where the market study results suggest otherwise. If NCPA chooses to lower these salary ranges, the concept of Y-Rating has been frequently used by the public sector. Under this plan, employees would be moved to the new range and, assuming they are currently paid above the range maximum, their salaries would be frozen for as long as it takes for the salary range to catch up to the current pay level. Variations on the Y-Rating theme are also utilized. A modified Y-Rating would provide for a portion of the increase to be given to the employee in lump sum payments. This has the effect of lengthening the "catch up" time while providing at least some salary increase for employees.

Northern California Power Agency (NCPA)
Total Compensation Report

Table 6: NCPA Market Variance from Maximum and Salary Grade Recommendations

Classification Title	Salary Grade	# of matches	Base Salary Maximum	LHM Base Salary Maximum Total Percentage	Mktg Variance from Max (below / above)	Agency Total Comp	Mktg Total Comp 70th Percentile	Mktg Variance from Total Comp (below / above)	Recommendation
Accounting Clerk II	11	8	\$6,229.58	\$6,689.37	-7.30%	\$10,313.43	\$11,045.26	-7.30%	<--One salary grade increase
Administrative Assistant III	13	6	\$7,298.50	\$8,526.31	-13.14%	\$11,502.88	\$12,708.49	-11.18%	<--Two salary grade increase
Human Resources Analyst II	18	6	\$10,334.17	\$11,322.90	-9.58%	\$15,352.23	\$16,416.68	-6.99%	<--One salary grade increase
Power Settlements Analyst II	18	3	\$10,334.17	\$12,422.08	-16.30%	\$15,352.23	\$18,075.50	-17.74%	<--Two salary grade increase
Accountant Analyst III	19	6	\$11,180.67	\$11,671.57	-5.09%	\$16,305.46	\$16,017.41	1.77%	No change to one salary grade
Environmental Health and Safety Specialist	20	4	\$11,942.67	\$13,564.37	-11.79%	\$17,326.82	\$19,431.94	-12.15%	<--Two salary grade increase
Government Relations Representative IV, Member Services	22	4	\$13,802.90	\$14,254.73	-3.28%	\$19,609.95	\$20,198.07	-3.00%	No change
Computer Technology Analyst IV Database Administrator (DBA)	23	4	\$14,837.33	\$14,253.72	3.89%	\$20,831.49	\$19,462.26	6.57%	No change
Computer Technology Analyst IV Software Developer (Programmer)	23	5	\$14,837.33	\$13,898.78	6.66%	\$20,831.49	\$19,580.82	6.00%	No change
Energy Resource Analyst IV	23	5	\$14,837.33	\$16,222.31	-8.33%	\$20,831.49	\$22,129.99	-6.33%	<--One salary grade increase
Engineer IV	23	6	\$14,837.33	\$16,566.07	-11.09%	\$20,831.49	\$23,049.73	-10.69%	<--Two salary grade increase
Scheduler Planner Power	23	3	\$14,837.33	\$16,205.95	-8.22%	\$20,831.49	\$21,818.87	-4.74%	No change
Supervisor II (Generation Services)	24	4	\$15,990.17	\$18,196.32	-10.10%	\$22,126.62	\$25,494.27	-15.23%	<--Two salary grade increase
Assistant Manager, Information Services	25	5	\$17,146.17	\$17,305.85	-0.93%	\$23,522.68	\$24,033.41	-2.17%	No change
Manager, Regulatory Program	25	4	\$17,146.17	\$15,713.42	8.36%	\$23,522.68	\$21,766.09	7.47%	No change
Director, Human Resources	27	6	\$19,815.50	\$23,034.98	-16.29%	\$26,634.05	\$29,685.59	-11.40%	<--Two salary grade increase
Treasurer Controller	27	7	\$19,815.50	\$22,835.06	-15.14%	\$26,634.05	\$30,258.03	-13.61%	<--Two salary grade increase
Manager, Plant	29	4	\$22,899.08	\$20,991.98	10.95%	\$30,228.27	\$28,004.21	7.90%	No change
AGM II, CRO Administrative Services	31	7	\$26,461.08	\$29,292.47	-10.70%	\$34,380.13	\$37,944.84	-10.37%	<--Two salary grade increase
AGM II, Generation Services	31	6	\$26,461.08	\$30,104.43	-16.77%	\$34,380.13	\$37,944.84	-10.37%	<--Two salary grade increase
General Counsel	32	6	\$28,445.75	\$34,101.10	-19.88%	\$36,693.47	\$41,245.60	-12.43%	<--Two salary grade increase
General Manager	36	5	\$37,989.50	\$38,306.00	-0.80%	\$47,817.66	\$68,720.47	-43.71%	<--Seven salary grade increase
Student Assistant IV	6H	6	\$5,959.17	\$6,146.31	-3.14%	\$9,981.48	\$9,561.39	4.21%	No change
Schedule Coordinator III	n/a	4	\$15,054.00	\$15,944.80	-5.52%	\$21,084.04	\$21,815.57	-3.47%	No change to one salary grade
Systems Dispatcher	n/a	4	\$15,054.00	\$17,085.21	-13.38%	\$21,084.04	\$23,617.70	-11.82%	<--Two salary grade increase

VIII. CPS HR Consulting Contact Information

It has been a pleasure collaborating with NCPA on this project. The CPS HR team will be available to address any questions regarding the data and findings within this report for two weeks following its delivery. After this two-week period, the project will be officially concluded, the project will be closed, and all deliverables considered final. Any questions and comments with respect to this report should be directed to Ellen Fishel at efishel@cpsr.us.

SUMMARY OF CPS RECOMMENDATIONS AND FISCAL IMPACT

CLASSIFICATION	SALARY GRADE CHANGE	EMPLOYEES	FISCAL IMPACT
Unrepresentative Staff			
Accountant Analyst (I/II/III)	N/A	2	\$0
Accounting Clerk (I/II/III)	1	5	\$15,099
Administrative Assistant (I/II/III) & Executive Assistant	2	9	\$114,051
Assistant General Manager (GS, CFO, L&R, PM)	2	4	\$171,618
Assistant Manager, IS & Manager, IS	N/A	3	\$0
Computer Technology Analyst (I/II/III/IV)	N/A	15	\$0
Director, Human Resources & Manager HR	2	1	\$28,243
Energy Resource Analyst (I/II/III/IV)	1	7	\$65,813
Engineer (I/II/III/IV)	2	7	\$133,809
Environmental Health & Safety Specialist	2	2	\$37,970
Govt. Relations Representative (I/II/III/IV)	N/A	4	\$0
Human Resource Analyst (I/II/III) & HR Assistant	1	1	\$8,213
Manager, Plant	N/A	3	\$0
Manager, Regulatory Program	N/A	1	\$0
Power Settlements Analyst (I/II/III) & Supervisor & Manager	2	3	\$53,445
Schedule Planner, Power	1	2	\$5,700
Student Assistant (I/II/III/IV)	N/A	0	\$0
Supervisor (II/III)	2	11	\$329,553
Treasurer-Controller & Asst. Controller	2	2	\$47,650
[Positions not studied or recommended for adjustment]			
Supervisor I (Chemical, General Services)	N/A	1	\$0
Manager, Reliability Compliance	N/A	1	\$0
Materials/Warehouse Coordinator (I/II)	N/A	3	\$0
Superintendent, Gen Services	N/A	1	\$0
Total Unrepresented Staff		88	\$1,011,164
Dispatch Staff			
Schedule Coordinator (I/II/III)	~ 2	6	\$144,687
System Dispatcher	~ 2	6	\$168,071
Total Dispatch Staff		12	\$312,758
Executive Staff			
General Counsel	2	1	\$53,065
General Manager	6	1	\$108,896
Total Executive Staff		2	\$161,961

FISCAL IMPACT	\$1,323,922
Impact to FY25	\$661,961
FY2025 Salaries	\$16,205,153
Impact to FY25	4.08%

Client Benchmark: Accountant Analyst III

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non-Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPAC)	Medicare	Social Security	Total Compensation (Median)
Sacramento Municipal Utility District (SMUD)		\$11,391.47		\$166.66		\$3,291.00	\$1,097.00		\$165.18	\$706.27	\$16,817.58
Northern California Power Agency (current)	19	\$11,110.67		\$444.43		\$2,666.00	\$1,234.40		\$161.10	\$688.86	\$16,305.46
Hetch Hetchy Water and Power		\$11,741.60				\$1,291.00	\$2,152.24		\$170.25	\$727.98	\$16,083.07
City of Santa Clara, Silicon Valley Power		\$11,159.84				\$2,421.00	\$1,320.21		\$161.82	\$691.91	\$15,754.78
Turlock Irrigation District		\$10,423.00				\$1,364.00	\$2,657.87		\$151.13	\$646.23	\$15,242.22
City of Riverside, Electric		\$11,762.00		\$100.00		\$1,561.00	\$1,594.93		\$170.55		\$15,188.48

Total Matches	5
Base Salary Max 70th %	\$11,671.37
Current Percentage (below) / over LM	-5.05%

Total Compensation 70th %	\$16,017.41
Percentage (below) / over LM	1.77%

Recommendation

1. No change recommended. The position's Base Salary Max and Total Comp are within the expected boundary.

FISCAL IMPACT	
No. of Employees	Cost
2	\$0

Client Benchmark: Accounting Clerk II

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non-Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPFAC)	Medicare	Social Security	Total Compensation (Median)
City of Santa Clara		\$8,146.28				\$2,421.00	\$963.70		\$118.12	\$505.07	\$12,154.18
Sacramento Municipal Utility District (SMUD)		\$6,669.87		\$233.33		\$3,488.00	\$642.31		\$96.71	\$413.53	\$11,543.75
Los Angeles Department of Water and Power		\$6,966.92				\$2,367.00	\$1,690.87		\$101.02		\$11,125.81
Northern California Power Agency	12	\$6,695.00		\$267.80		\$2,666.00	\$743.81		\$97.08	\$415.09	\$10,884.78
City of Roseville		\$6,320.53	\$16.03	\$189.62		\$2,265.00	\$745.82	\$391.68	\$91.65		\$10,320.33
Northern California Power Agency (current)	11	\$6,229.58		\$249.18		\$2,666.00	\$692.11		\$90.33	\$386.23	\$10,313.43
Turlock Irrigation District		\$6,690.00				\$1,364.00	\$1,705.95		\$97.01	\$414.78	\$10,271.74
Hetch Hetchy Water and Power		\$6,683.73				\$1,291.00	\$1,225.13		\$96.91	\$414.39	\$9,711.16
Western Area Power Administration		\$5,872.17		\$293.61		\$1,400.00	\$968.91		\$85.15	\$364.07	\$8,983.91
City of Riverside		\$5,925.00		\$25.00		\$1,554.00	\$803.43		\$85.91		\$8,393.34

Total Matches	8
Base Salary Max 70th %	\$6,689.37
Current Percentage (below) / over LM	-7.38%

Total Compensation 70th %	\$11,045.26
Percentage (below) / over LM	-7.10%

Recommendation

1. Adjust Accounting Clerk II by one salary grade aligning the Base Salary Maximum to the 70th percentile
2. Adjust Accounting Clerk classification series by one salary grade

FISCAL IMPACT	
No. of Employees	Cost
5	\$29,185

Client Benchmark: Administrative Assistant III

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non- Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
Los Angeles Department of Water and Power		\$8,630.33				\$2,367.00	\$2,094.58		\$125.14		\$13,217.05
Hetch Hetchy Water and Power		\$9,273.33				\$1,291.00	\$1,699.80		\$134.46	\$574.95	\$12,973.54
City of Santa Clara		\$8,522.29				\$2,421.00	\$1,008.19		\$123.57	\$528.38	\$12,603.43
Northern California Power Agency	15	\$8,320.00		\$332.80		\$2,666.00	\$924.35		\$120.64	\$515.84	\$12,879.63
City of Roseville		\$7,620.53	387.75	\$232.65		\$2,265.00	\$915.09	\$480.58	\$110.50		\$12,012.10
Sacramento Municipal Utility District (SMUD)		\$6,198.40		\$233.33		\$3,488.00	\$596.91		\$89.88	\$384.30	\$10,990.81
City of Riverside		\$7,760.00		\$100.00		\$1,561.00	\$1,052.26		\$112.52		\$10,585.78
Northern California Power Agency (current)	13	\$6,229.58		\$249.18		\$2,666.00	\$692.11		\$90.33	\$386.23	\$10,313.43

Total Matches	6
Base Salary Max 70th %	\$8,576.31
Current Percentage (below) / over LM	-19.14%

Total Compensation 70th %	\$12,788.49
Percentage (below) / over LM	-11.18%

Recommendation

- Adjust Administrative Assistant III by two salary grades aligning the Base Salary Maximum and Total Comp within the 70th percentile boundary.
- Adjust Administrative Assistant and Executive Assistant classifications series by two salary grades

FISCAL IMPACT	
No. of Employees	Cost
9	\$115,395

Client Benchmark: AGM II, CFO

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non-Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
Sacramento Municipal Utility District (SMUD)		\$39,785.20		\$166.66		\$3,291.00	\$3,831.31		\$576.89	\$871.10	\$48,522.16
Northern California Power Agency	33	\$30,579.50		\$1,223.18		\$2,666.00	\$3,397.38		\$443.40	\$871.10	\$39,180.57
City of Roseville		\$28,732.08	1,436.60	\$861.96		\$2,265.00	\$3,390.39	\$1,780.53	\$416.62		\$38,883.17
Los Angeles Department of Water and Power		\$27,552.90				\$2,367.00	\$6,687.09		\$399.52		\$37,006.51
City of Santa Clara		\$29,854.86				\$2,074.00	\$3,531.83		\$432.90	\$871.10	\$36,764.69
Northern California Power Agency (current)	31	\$26,461.08		\$1,058.44		\$2,666.00	\$2,939.83		\$383.69	\$871.10	\$34,380.13
City of Riverside		\$27,306.00		\$100.00		\$1,561.00	\$3,702.69		\$395.94		\$33,065.63
Turlock Irrigation District		\$24,280.00				\$1,364.00	\$6,191.40		\$352.06	\$871.10	\$33,058.56

Total Matches	6
Base Salary Max 70th %	\$29,293.47
Current Percentage (below) / over LM	-10.70%

Total Compensation 70th %	\$37,944.84
Percentage (below) / over LM	-10.37%

Recommendation

1. Adjust AGM II, CFO by two salary grades aligning the Base Salary Maximum and Total Comp within the 70th percentile boundary.
2. Adjust AGM II classification series by two salary grades

FISCAL IMPACT	
No. of Employees	Cost
4	\$193,779

Client Benchmark: AGM II, Gen Serv

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non-Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
Sacramento Municipal Utility District (SMUD)		\$39,785.20		\$166.66		\$3,291.00	\$3,831.31		\$576.89	\$871.10	\$48,522.16
Northern California Power Agency	33	\$30,579.50		\$1,223.18		\$2,666.00	\$3,397.38		\$443.40	\$871.10	\$39,180.57
City of Roseville		\$28,732.08	1,436.60	\$861.96		\$2,265.00	\$3,390.39	\$1,780.53	\$416.62		\$38,883.17
Los Angeles Department of Water and Power		\$27,552.90				\$2,367.00	\$6,687.09		\$399.52		\$37,006.51
City of Santa Clara		\$29,854.86				\$2,074.00	\$3,531.83		\$432.90	\$871.10	\$36,764.69
City of Riverside		\$30,354.00		\$100.00		\$1,561.00	\$4,116.00		\$440.13		\$36,571.14
Northern California Power Agency (current)	31	\$26,461.08		\$1,058.44		\$2,666.00	\$2,939.83		\$383.69	\$871.10	\$34,380.13
Turlock Irrigation District		\$24,280.00				\$1,364.00	\$6,191.40		\$352.06	\$871.10	\$33,058.56

Total Matches	6
Base Salary Max 70th %	\$29,954.69
Current Percentage (below) / over LM	-13.20%

Total Compensation 70th %	\$37,381.84
Percentage (below) / over LM	-8.73%

Recommendation

1. Adjust AGM II, Gen Serv by two salary grades aligning the Base Salary Maximum and Total Comp within the 70th percentile boundary.

FISCAL IMPACT	
No. of Employees	Cost
0	See AGM, CFO

**Client Benchmark: Assistant Manager,
Information Services**

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non- Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
Hetch Hetchy Water and Power		\$19,605.73				\$1,291.00	\$3,593.73		\$284.28	\$871.10	\$25,645.84
Northern California Power Agency (current)	25	\$17,146.17		\$685.85		\$2,666.00	\$1,904.94		\$248.62	\$871.10	\$23,522.68
Los Angeles Department of Water and Power		\$17,509.58				\$2,967.00	\$4,249.58		\$253.89		\$24,380.04
Sacramento Municipal Utility District (SMUD)		\$16,490.93		\$166.66		\$3,291.00	\$1,588.08		\$239.12	\$871.10	\$22,646.89
Turlock Irrigation District		\$15,374.00				\$1,364.00	\$3,920.37		\$222.92	\$871.10	\$21,752.39
City of Roseville		\$12,711.19	635.56	381.34		\$2,265.00	1,499.92	787.71	184.31		\$18,465.03

Total Matches	5
Base Salary Max 70th %	\$17,305.85
Current Percentage (below) / over LM	-0.93%

Total Compensation 70th %	\$24,033.41
Percentage (below) / over LM	-2.17%

Recommendation

1. No change recommended. The position's Base Salary Max and Total Comp are within the expected boundary.

FISCAL IMPACT	
No. of Employees	Cost
3	\$0

**Client Benchmark: Computer Technology
Analyst IV Database Administrator (DBA)**

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non- Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
Northern California Power Agency (current)	23	\$17,146.17		\$685.85		\$2,666.00	\$1,904.94		\$248.62	\$871.10	\$23,522.68
Sacramento Municipal Utility District (SMUD)		\$13,873.60		\$166.66		\$3,291.00	\$1,336.03		\$201.17	\$860.16	\$19,728.62
City of Santa Clara		\$14,248.38				\$2,421.00	\$1,685.58		\$206.60	\$871.10	\$19,432.66
Hetch Hetchy Water and Power		\$14,301.73				\$1,291.00	\$2,621.51		\$207.38	\$871.10	\$19,292.71
Turlock Irrigation District		\$13,300.00				\$1,364.00	\$3,391.50		\$192.85	\$824.60	\$19,072.95

Total Matches	4
Base Salary Max 70th %	\$14,253.72
Current Percentage (below) / over LM	3.93%

Total Compensation 70th %	\$19,462.26
Percentage (below) / over LM	6.57%

Recommendation

1. No change recommended. The position's Base Salary Max and Total Comp are within the expected boundary.

FISCAL IMPACT	
No. of Employees	Cost
15	\$0

Client Benchmark: Computer Technology
Analyst IV Software Developer
(Programmer)

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp. ER Non-Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
Northern California Power Agency (current)	23	\$14,837.33		\$593.49		\$2,666.00	\$1,648.43		\$215.14	\$871.10	\$20,831.49
Sacramento Municipal Utility District (SMUD)		\$13,873.60		\$166.66		\$3,291.00	\$1,336.03		\$201.17	\$860.16	\$19,728.62
Los Angeles Department of Water and Power		\$13,749.48				\$2,367.00	\$3,337.00		\$199.37		\$19,652.85
Hetch Hetchy Water and Power		\$14,301.73				\$1,291.00	\$2,621.51		\$207.38	\$871.10	\$19,292.71
City of Santa Clara, Silicon Valley Power		\$13,473.18				\$2,421.00	\$1,593.88		\$195.36	\$835.34	\$18,518.75
Turlock Irrigation District		\$12,601.00				\$1,364.00	\$3,213.26		\$182.71	\$781.26	\$18,142.23

Total Matches	4
Base Salary Max 70th %	\$13,848.78
Current Percentage (below) / over LM	6.66%

Total Compensation 70th %	\$19,580.82
Percentage (below) / over LM	6.00%

Recommendation

1. No change recommended. The position's Base Salary Max and Total Comp are within the expected boundary.

FISCAL IMPACT	
No. of Employees	Cost
0	See CTA, DBA

Client Benchmark: Director, Human Resources

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non- Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
City of Santa Clara		\$25,324.11				\$2,074.00	\$2,995.84		\$367.20	\$871.10	\$31,632.25
Northern California Power Agency	29	\$22,899.08		\$915.96		\$2,666.00	\$2,544.09		\$332.04	\$871.10	\$30,228.27
Los Angeles Department of Water and Power		\$22,017.96				\$2,367.00	\$5,343.76		\$319.26		\$30,047.98
City of Riverside		\$24,052.00		\$100.00		\$1,561.00	\$3,261.45		\$348.75		\$29,323.21
Sacramento Municipal Utility District (SMUD)		\$21,398.00		\$166.66		\$3,291.00	\$2,060.63		\$310.27	\$871.10	\$28,097.66
Northern California Power Agency (current)	27	\$19,815.50		\$792.62		\$2,666.00	\$2,201.50		\$287.32	\$871.10	\$26,634.05
City of Roseville		\$18,915.07	945.75	\$567.45		\$2,265.00	\$2,231.98	\$1,172.17	\$274.27		\$26,371.69
Turlock Irrigation District		\$17,798.00				\$1,364.00	\$4,538.49		\$258.07	\$871.10	\$24,829.66

Total Matches	6
Base Salary Max 70th %	\$23,034.98
Current Percentage (below) / over LM	-16.25%

Total Compensation 70th %	\$29,685.59
Percentage (below) / over LM	-11.46%

Recommendation

1. Adjust Director, HR by two salary grades aligning the Base Salary Maximum and Total Comp within the 70th percentile boundary.
2. Adjust Manager, HR classification by two salary grades

FISCAL IMPACT	
No. of Employees	Cost
1	\$28,243

Client Benchmark: Engineer IV

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non- Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
City of Roseville		\$17,438.48	871.92	\$523.15		\$2,265.00	\$2,057.74	\$1,080.66	\$252.86		\$24,489.82
City of Santa Clara		\$18,432.29		\$166.00		\$2,421.00	\$2,180.54		\$267.27	\$871.10	\$24,338.20
Northern California Power Agency	25	\$17,146.17		\$685.85		\$2,666.00	\$1,904.94		\$248.62	\$871.10	\$23,522.68
Sacramento Municipal Utility District (SMUD)		\$15,693.65		\$166.66		\$3,291.00	\$1,511.30		\$227.56	\$871.10	\$21,761.27
Turlock Irrigation District		\$14,832.00				\$1,364.00	\$3,782.16		\$215.06	\$871.10	\$21,064.32
Northern California Power Agency (current)	23	\$14,837.33		\$593.49		\$2,666.00	\$1,648.43		\$215.14	\$871.10	\$20,831.49
Westlands Water District		\$14,584.00				\$1,286.00	\$1,672.78		\$211.47		\$17,754.25
City of Riverside		\$12,518.00		\$25.00		\$1,554.00	\$1,697.44		\$181.51		\$15,975.95

Total Matches	6
Base Salary Max 70th %	\$16,566.07
Current Percentage (below) / over LM	-11.65%

Total Compensation 70th %	\$23,049.73
Percentage (below) / over LM	-10.65%

Recommendation

1. Adjust Engineer IV by two salary grades aligning the Base Salary Maximum and Total Comp within the 70th percentile boundary.

FISCAL IMPACT	
No. of Employees	Cost
7	\$153,087

Client Benchmark: Energy Resource Analyst IV

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Midpoint	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non-Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
City of Santa Clara		####	\$19,503.31				\$2,421.00	\$2,307.24		\$282.80	\$871.10	\$25,385.45
Northern California Power Agency	24		\$15,950.17		\$638.01		\$2,666.00	\$1,772.06		\$231.28	\$871.10	\$22,128.62
Western Area Power Administration			\$15,857.75		\$792.89		\$1,400.00	\$2,616.53		\$229.94	\$871.10	\$21,768.20
Sacramento Municipal Utility District (SMUD)			\$14,939.60		\$166.66		\$3,291.00	\$1,438.68		\$216.62	\$871.10	\$20,923.67
Northern California Power Agency (current)	23	####	\$14,837.33		\$593.49		\$2,666.00	\$1,648.43		\$215.14	\$871.10	\$20,831.49
City of Roseville			\$14,492.11	724.61	\$434.76		\$2,265.00	\$1,710.07	\$898.08	\$210.14		\$20,734.76
		####										
		####										

Total Matches	a	5
Base Salary Max 70th %		\$16,222.31
Current Percentage (below) / over LM		-9.33%

Total Compensation 70th %	\$22,129.93
Percentage (below) / over LM	-6.23%

Recommendation

1. Adjust Energy Resource Analyst IV by one salary grade aligning the Base Salary Maximum and Total Comp within the 70th percentile boundary.
2. Adjust Energy Resource Analyst classification series by one salary grade

FISCAL IMPACT	
No. of Employees	Cost
7	\$84,862

**Client Benchmark: Environmental
Health and Safety Specialist**

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non- Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
Los Angeles Department of Water and Power		\$16,143.72				\$2,367.00	\$3,918.08		\$234.08		\$22,662.88
Northern California Power Agency	22	\$13,802.50		\$552.10		\$2,666.00	\$1,533.46		\$200.14	\$871.10	\$19,625.29
Turlock Irrigation District		\$13,300.00				\$1,364.00	\$3,391.50		\$192.85	\$824.60	\$19,072.95
Northern California Power Agency (current)	20	\$11,942.67		\$477.71		\$2,666.00	\$1,326.83		\$173.17	\$740.45	\$17,326.82
City of Roseville		\$11,635.02	581.75	\$349.05		\$2,265.00	\$1,372.93	\$721.02	\$168.71		\$17,093.48
Sacramento Municipal Utility District (SMUD)		\$11,391.47		\$166.66		\$3,291.00	\$1,097.00		\$165.18	\$706.27	\$16,817.58

Total Matches	4
Base Salary Max 70th %	\$13,584.37
Current Percentage (below) / over LM	-13.75%

Total Compensation 70th %	\$19,431.94
Percentage (below) / over LM	-12.15%

Recommendation

1. Adjust EH&S Specialist by two salary grades aligning the Base Salary Maximum and Total Comp within the 70th percentile boundary.

FISCAL IMPACT	
No. of Employees	Cost
2	\$40,928

Client Benchmark: General Counsel

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non-Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
Northern California Power Agency	General Counsel	\$28,445.75		\$1,137.83		\$2,666.00	\$3,160.32		\$412.46	\$871.10	\$36,693.47
Sacramento Municipal Utility District (SMUD)		\$39,785.20		\$166.66		\$3,291.00	\$3,831.31		\$576.89	\$871.10	\$48,522.16
Westlands Water District		\$41,500.00				\$1,286.00	\$4,760.05		\$601.75		\$48,147.80
Northern California Power Agency	34	\$32,872.67		\$1,314.91		\$2,666.00	\$3,652.15		\$476.65	\$871.10	\$41,853.48
Northern California Power Agency (current)	32	\$28,445.75		\$1,137.83		\$2,666.00	\$3,160.32		\$412.46	\$871.10	\$36,693.47
City of Riverside		\$28,417.00		\$100.00		\$1,561.00	\$3,853.35		\$412.05		\$34,343.39
City of Roseville		\$23,787.00	1,189.35	\$713.61		\$2,265.00	\$2,806.87	\$1,474.08	\$344.91		\$32,580.82
City of Santa Clara		\$24,715.68				\$2,074.00	\$2,923.86		\$358.38	\$871.10	\$30,943.02
Western Area Power Administration		\$17,000.00		\$850.00		\$1,400.00	\$2,805.00		\$246.50	\$871.10	\$23,172.60

Total Matches	6
Base Salary Max 70th %	\$34,101.10
Current Percentage (below) / over LM	-19.88%

Total Compensation 70th %	\$41,245.60
Percentage (below) / over LM	-12.41%

Recommendation

1. Adjust General Manager by six salary grades aligning the Base Salary Maximum to the 70th percentile

FISCAL IMPACT	
No. of Employees	Cost
1	\$53,065

Client Benchmark: General Manager

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non-Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
Sacramento Municipal Utility District (SMUD)		\$83,333.33		\$166.66		\$3,291.00	\$8,025.00		\$1,208.33	\$871.10	\$96,895.88
Los Angeles Department of Water and Power		\$62,500.00				\$2,367.00	\$8,090.39		\$906.25		\$73,863.86
Northern California Power Agency	42	\$58,628.25		\$2,345.13		\$2,666.00	\$6,513.60		\$850.11	\$871.10	\$71,874.19
Westlands Water District		\$41,500.00				\$1,286.00	\$4,760.05		\$601.75		\$48,147.80
Northern California Power Agency (current)	36	\$37,989.50		\$1,519.58		\$2,666.00	\$4,220.63		\$550.85	\$871.10	\$47,817.66
Hetch Hetchy Water and Power		\$32,314.53				\$1,291.00	\$5,923.25		\$468.56	\$871.10	\$40,868.73
Turlock Irrigation District		\$26,709.00				\$1,364.00	\$6,810.80		\$387.28	\$871.10	\$36,142.58

Total Matches	5
Base Salary Max 70th %	\$58,300.00
Current Percentage (below) / over LM	-53.46%

Total Compensation 70th %	\$68,720.65
Percentage (below) / over LM	-43.71%

Recommendation

1. Adjust General Manager by six salary grades aligning the Base Salary Maximum to the 70th percentile

FISCAL IMPACT	
No. of Employees	Cost
1	\$106,896

**Client Benchmark: Government Relations
Representative IV, Member Services**

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non- Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
Sacramento Municipal Utility District (SMUD)		\$15,693.60		\$166.66		\$3,291.00	\$1,511.29		\$227.56	\$871.10	\$21,761.21
CA Municipal Utilities Association (CMUA)		\$14,094.86				\$3,033.00	\$1,821.06		\$204.38	\$871.10	\$20,024.39
Northern California Power Agency (current)	22	\$13,802.50		\$552.10		\$2,666.00	\$1,533.46		\$200.14	\$855.76	\$19,609.95
City of Riverside		\$13,747.00		\$100.00		\$1,561.00	\$1,864.09		\$199.33		\$17,471.42
City of Roseville		\$11,635.02	\$81.75	\$349.05		\$2,265.00	\$1,372.93	\$721.02	\$168.71		\$17,093.48

Total Matches	4
Base Salary Max 70th %	\$14,254.73
Current Percentage (below) / over LM	-3.28%

Total Compensation 70th %	\$20,198.07
Percentage (below) / over LM	-3.00%

Recommendation

1. No change recommended. The position's Base Salary Max and Total Comp are within the expected boundary.

FISCAL IMPACT	
No. of Employees	Cost
4	\$0

Client Benchmark: Human Resources Analyst
II

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non-Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
Los Angeles Department of Water and Power		\$12,267.67				\$2,367.00	\$2,977.36		\$177.88		\$17,789.91
Turlock Irrigation District		\$11,491.00				\$1,364.00	\$2,930.21		\$166.62	\$712.44	\$16,664.27
Northern California Power Agency	19	\$11,110.67		\$444.43		\$2,666.00	\$1,234.40		\$161.10	\$688.86	\$16,305.46
Sacramento Municipal Utility District (SMUD)		\$10,838.53		\$166.66		\$3,291.00	\$1,043.75		\$157.16	\$671.99	\$16,169.09
Northern California Power Agency (current)	18	\$10,394.17		\$413.37		\$2,666.00	\$1,148.13		\$149.85	\$640.72	\$15,352.23
Hetch Hetchy Water and Power		\$11,154.00				\$1,291.00	\$2,044.53		\$161.73	\$691.55	\$15,342.81
City of Roseville		\$9,947.65	497.38	\$298.43		\$2,265.00	\$1,173.82	\$616.46	\$144.24		\$14,942.98
City of Riverside		\$11,111.00		\$100.00		\$1,561.00	\$1,506.65		\$161.11		\$14,439.76

Total Matches	6
Base Salary Max 70th %	\$11,322.50
Current Percentage (below) / over LM	-9.56%

Total Compensation 70th %	\$16,416.68
Percentage (below) / over LM	-6.93%

Recommendation

1. Adjust Human Resource Analyst II by one salary grade aligning the Base Salary Maximum and Total Comp within the 70th percentile boundary.
2. Adjust Human Resource Analyst classification series by one salary grade

FISCAL IMPACT	
No. of Employees	Cost
1	\$8,213

Client Benchmark: Manager, Plant

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non- Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
Northern California Power Agency (current)	29	\$22,899.08		\$915.96		\$2,666.00	\$2,544.09		\$332.04	\$871.10	\$30,228.27
City of Santa Clara		\$22,429.85				\$2,074.00	\$2,653.45		\$325.23	\$871.10	\$28,353.63
City of Roseville		\$20,165.55	1,008.28	\$604.97		\$2,265.00	\$2,379.53	\$1,249.66	\$292.40		\$27,965.39
Turlock Irrigation District		\$16,952.00				\$1,364.00	\$4,322.76		\$245.80	\$871.10	\$23,755.66
City of Riverside		\$16,680.00		\$100.00		\$1,561.00	\$2,261.81		\$241.86		\$20,844.67

Total Matches	4
Base Salary Max 70th %	\$20,391.98
Current Percentage (below) / over LM	10.95%

Total Compensation 70th %	\$28,004.21
Percentage (below) / over LM	7.36%

Recommendation

1. No change recommended. The position's Base Salary Max and Total Comp are within the expected boundary.

FISCAL IMPACT	
No. of Employees	Cost
3	\$0

Client Benchmark: Manager, Regulatory Program

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non-Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
Northern California Power Agency (current)	25	\$17,146.17		\$685.85		\$2,666.00	\$1,904.94		\$248.62	\$871.10	\$23,522.68
Western Area Power Administration		\$15,891.75		\$794.59		\$1,400.00	\$2,622.14		\$230.43	\$871.10	\$21,810.01
Sacramento Municipal Utility District (SMUD)		\$15,693.60		\$166.66		\$3,291.00	\$1,511.29		\$227.56	\$871.10	\$21,761.21
CA Municipal Utilities Association (CMUA)		\$14,915.19				\$3,033.00	\$1,927.04		\$216.27	\$871.10	\$20,962.60
Turlock Irrigation District		\$14,341.00				\$1,364.00	\$3,656.96		\$207.94	\$871.10	\$20,441.00

Total Matches	4
Base Salary Max 70th %	\$15,713.42
Current Percentage (below) / over LM	8.36%

Total Compensation 70th %	\$21,766.09
Percentage (below) / over LM	7.47%

Recommendation

1. No change recommended. The position's Base Salary Max and Total Comp are within the expected boundary.

FISCAL IMPACT	
No. of Employees	Cost
1	\$0

Client Benchmark: Power Settlements Analyst
II

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non-Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
Turlock Irrigation District		\$13,968.00				\$1,364.00	\$3,561.84		\$202.54	\$866.02	\$19,962.39
Northern California Power Agency	20	\$11,942.67		\$477.71		\$2,666.00	\$1,326.83		\$173.17	\$871.10	\$17,457.48
Sacramento Municipal Utility District (SMUD)		\$11,391.47		\$166.66		\$3,291.00	\$1,097.00		\$165.18	\$706.27	\$16,817.58
Northern California Power Agency (current)	18	\$10,334.17		\$413.37		\$2,666.00	\$1,148.13		\$149.85	\$640.72	\$15,352.23
Hetch Hetchy Water and Power		\$10,075.87				\$1,291.00	\$1,846.91		\$146.10	\$624.70	\$13,984.58

Total Matches	3
Base Salary Max 70th %	\$12,422.08
Current Percentage (below) / over LM	-20.20%

Total Compensation 70th %	\$18,075.50
Percentage (below) / over LM	-17.74%

Recommendation

1. Adjust Power Settlements Analyst II by two salary grades aligning the Base Salary Maximum and Total Comp within the 70th percentile boundary.
2. Adjust Power Settlements Analyst and Supervisor classification series by two salary grades

FISCAL IMPACT	
No. of Employees	Cost
3	\$53,443

Client Benchmark: Schedule Coordinator III

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp. ER Non-Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMR)	Medicare	Social Security	Total Compensation (Median)
City of Santa Clara		\$16,728.26				\$2,421.00	\$1,978.95		\$242.56	\$871.10	\$22,241.87
Northern California Power Agency		\$15,688.59		\$627.54		\$2,666.00	\$1,743.00		\$227.48	\$871.10	\$21,823.72
Western Area Power Administration		\$15,857.75		\$792.89		\$1,400.00	\$2,616.53		\$229.94	\$871.10	\$21,768.20
Sacramento Municipal Utility District (SMUD)		\$15,693.65		\$166.66		\$3,291.00	\$1,511.30		\$227.56	\$871.10	\$21,761.27
Northern California Power Agency (current)		\$13,642.25		\$602.16		\$2,666.00	\$1,672.50		\$197.81	\$845.82	\$19,626.54
Turlock Irrigation District		\$13,300.00				\$1,364.00	\$3,391.50		\$192.85	\$824.60	\$19,072.95

Total Matches	4
Base Salary Max 70th %	\$15,944.80
Current Percentage (below) / over LM	-16.88%

Total Compensation 70th %	\$21,957.67
Percentage (below) / over LM	-11.88%

Recommendation

- Adjust Schedule Coordinator III by the equivalent of two salary grades (15%) aligning the Base Salary Maximum and Total Comp within the 70th percentile boundary.
- Adjust Schedule Coordinator classification series by 15%

FISCAL IMPACT	
No. of Employees	Cost
6	\$144,687

Client Benchmark: Scheduler/Planner,
Power

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non- Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
Northern California Power Agency	24	\$15,950.17		\$638.01		\$2,666.00	\$1,772.06		\$231.28	\$871.10	\$22,128.62
City of Santa Clara, Silicon Valley Power		\$16,728.26				\$2,074.00	\$1,978.95		\$242.56	\$871.10	\$21,894.87
Western Area Power Administration		\$15,857.75		\$792.89		\$1,400.00	\$2,616.53		\$229.94	\$871.10	\$21,768.20
Sacramento Municipal Utility District (SMUD)		\$14,939.60		\$166.66		\$3,291.00	\$1,438.68		\$216.62	\$871.10	\$20,923.67
Northern California Power Agency (current)	23	\$14,837.33		\$593.49		\$2,666.00	\$1,648.43		\$215.14	\$871.10	\$20,831.49

Total Matches	3
Base Salary Max 70th %	\$15,894.72
Current Percentage (below) / over LM	-7.13%

Total Compensation 70th %	\$21,912.37
Percentage (below) / over LM	-5.19%

Recommendation

1. Adjust Scheduler/Planner, Power by one salary grade aligning the Base Salary Maximum and Total Comp within the 70th percentile boundary.

FISCAL IMPACT	
No. of Employees	Cost
2	\$28,283

Client Benchmark: Student Assistant IV

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non- Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (ERMC)	Medicare	Social Security	Total Compensation (Median)
Sacramento Municipal Utility District (SMUD)		\$9,122.53		\$233.33		\$3,488.00	\$878.50		\$132.28	\$565.60	\$14,420.23
Northern California Power Agency (current)	6H	\$5,959.17		\$238.37		\$2,666.00	\$662.06		\$86.41	\$369.47	\$9,981.48
Hetch Hetchy Water and Power		\$6,801.60				\$1,291.00	\$1,246.73		\$98.62	\$421.70	\$9,859.66
City of Roseville- Roseville Electric Utility		\$5,491.01	274.55	\$164.73		\$2,265.00	\$647.94	\$340.28	\$79.62		\$9,263.13
Western Area Power Administration		\$4,740.08		\$237.00		\$1,400.00	\$782.11		\$68.73	\$293.88	\$7,521.81
City of Riverside, Electric		\$4,506.66									\$4,506.66
City of Santa Clara, Silicon Valley Power		\$4,246.67									\$4,246.67

Total Matches	6
Base Salary Max 70th %	\$6,146.31
Current Percentage (below) / over LM	-3.14%

Total Compensation 70th %	\$9,561.39
Percentage (below) / over LM	4.21%

Recommendation

1. No change recommended. The position's Base Salary Max and Total Comp are within the expected boundary.

FISCAL IMPACT	
No. of Employees	Cost
	\$0

**Client Benchmark: Supervisor II
(Generation Services)**

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non-Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
City of Roseville		\$20,165.55	1,008.28	\$604.97		\$2,265.00	\$2,379.53	\$1,249.66	\$292.40		\$27,965.39
City of Santa Clara		\$19,088.63				\$2,725.00	\$2,258.18		\$276.79	\$871.10	\$25,219.70
Northern California Power Agency	26	\$18,432.25		\$737.29		\$2,666.00	\$2,047.82		\$267.27	\$871.10	\$25,021.73
Northern California Power Agency (current)	24	\$15,950.17		\$638.01		\$2,666.00	\$1,772.06		\$231.28	\$871.10	\$22,128.62
Sacramento Municipal Utility District (SMUD)		\$15,615.60		\$166.66		\$3,291.00	\$1,503.78		\$226.43	\$871.10	\$21,674.57
City of Riverside		\$13,184.00		\$250.00		\$1,624.00	\$1,787.75		\$191.17		\$17,036.92

Total Matches	4
Base Salary Max 70th %	\$19,125.57
Current Percentage (below) / over LM	-19.91%

Total Compensation 70th %	\$26,199.19
Percentage (below) / over LM	-18.40%

Recommendation

- Adjust Supervisor II (GS) by two salary grades aligning the Base Salary Maximum and Total Comp within the 70th percentile boundary.

FISCAL IMPACT	
No. of Employees	Cost
8	\$258,769

Client Benchmark: System Dispatcher

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non-Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (TPMC)	Medicare	Social Security	Total Compensation (Median)
Sacramento Municipal Utility District (SMUD)		\$17,090.67		\$400.00		\$3,534.00	\$1,645.83		\$247.81	\$871.10	\$23,789.42
Northern California Power Agency		\$17,311.72		\$692.47		\$2,666.00	\$1,923.33		\$251.02	\$871.10	\$23,715.64
City of Roseville- Roseville Electric Utility		\$17,062.38	853.12	\$100.00		\$2,265.00	\$2,013.36	\$1,057.36	\$247.40		\$23,598.62
Western Area Power Administration		\$15,857.75		\$792.89		\$1,400.00	\$2,616.53		\$229.94	\$871.10	\$21,768.20
Northern California Power Agency (current)		\$15,054.00		\$602.16		\$2,666.00	\$1,672.50		\$218.28	\$871.10	\$21,084.04
Turlock Irrigation District		\$14,371.07				\$1,364.00	\$3,664.62		\$208.38	\$871.10	\$20,479.17

Total Matches	4
Base Salary Max 70th %	\$17,065.21
Current Percentage (below) / over LM	-13.36%

Total Compensation 70th %	\$23,674.94
Percentage (below) / over LM	-12.29%

Recommendation

1. Adjust System Dispatcher by the equivalent of two salary grades (15%) aligning the Base Salary Maximum and Total Comp within the 70th percentile boundary.

FISCAL IMPACT	
No. of Employees	Cost
6	\$168,071

Client Benchmark: Treasurer Controller

Data represented as Monthly values

Labor Market Agency	Salary Grade	Base Salary Maximum	Longevity Pay	Deferred Comp ER Non- Matching Contribution	Other Compensation	Total ER Health Contribution	ER Normal Cost Retirement Rate	Retirement ER Pickup (EPMC)	Medicare	Social Security	Total Compensation (Median)
City of Santa Clara		\$27,470.84				\$2,074.00	\$3,249.80		\$398.33	\$871.10	\$34,064.07
Los Angeles Department of Water and Power		\$22,338.08				\$2,367.00	\$5,421.45		\$323.90		\$30,450.43
Northern California Power Agency	29	\$22,899.08		\$915.96		\$2,666.00	\$2,544.09		\$332.04	\$871.10	\$30,228.27
City of Riverside		\$24,823.00		\$100.00		\$1,561.00	\$3,366.00		\$359.93		\$30,209.93
Sacramento Municipal Utility District (SMUD)		\$21,398.00		\$166.66		\$3,291.00	\$2,060.63		\$310.27	\$871.10	\$28,097.66
Northern California Power Agency (current)	27	\$19,815.50		\$792.62		\$2,666.00	\$2,201.50		\$287.32	\$871.10	\$26,634.05
Turlock Irrigation District		\$18,539.00				\$1,364.00	\$4,727.45		\$268.82	\$871.10	\$25,770.36
City of Roseville		\$16,776.55	838.83	\$503.30		\$2,265.00	\$1,979.63	\$1,039.64	\$243.26		\$23,646.21
Hetch Hetchy Water and Power		\$16,930.33				\$1,291.00	\$3,103.33		\$245.49	\$871.10	\$22,441.25

Total Matches	7
Base Salary Max 70th %	\$22,835.06
Current Percentage (below) / over LM	-15.24%

Total Compensation 70th %	\$30,258.03
Percentage (below) / over LM	-13.61%

Recommendation

- Adjust Treasurer Controller by two salary grades aligning the Base Salary Maximum and Total Comp within the 70th percentile boundary.

FISCAL IMPACT	
No. of Employees	Cost
2	\$63,586

Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: Hydroelectric Employee Association (HEA) Memorandum of Understanding

AGENDA CATEGORY: Discussion/Action

FROM:	Randy Howard	METHOD OF SELECTION:
	General Manager	N/A
Division:	Executive Services	
Department:	General Manager	

This item is being considered in Closed Session.

Pursuant to Government Code Section 54957.6: Agency representatives: Assistant General Manager Monty Hanks, Assistant General Manager Michael DeBortoli, and Human Resources Manager Brynna Bryant. Employee organization: Hydroelectric Employees Association (HEA).

Contingent upon action taken during **Closed Session Item 33**, the Staff Report, Resolution and MOU will be provided to the Full Commission in Open Session for final consideration.

Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: IBEW Local 1245 Memorandum of Understanding

AGENDA CATEGORY: Discussion/Action

FROM:	Randy Howard	METHOD OF SELECTION:
	General Manager	N/A
Division:	Executive Services	
Department:	General Manager	

This item is being considered in Closed Session.

Pursuant to Government Code Section 54957.6: Agency representatives: Assistant General Manager Monty Hanks, Assistant General Manager Michael DeBortoli, and Human Resources Manager Brynna Bryant. Employee organization: IBEW 1245 (Geothermal and Combustion Turbines).

Contingent upon action taken during **Closed Session Item 34**, the Staff Report, Resolution and MOU will be provided to the Full Commission in Open Session for final consideration.

Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: Adoption of Amount of Employer Contribution to CalPERS Medical Plans for Calendar Year 2025

AGENDA CATEGORY: Discussion/Action

FROM:	Randy Howard	METHOD OF SELECTION:
	General Manager	N/A
Division:	Executive Services	
Department:	General Manager	

This item is being considered in Closed Session.

Pursuant to Government Code Section 54957.6: Agency representatives: Assistant General Manager Monty Hanks, Assistant General Manager Michael DeBortoli, and Human Resources Manager Brynna Bryant. Employee organization: Hydroelectric Employees Association (HEA).

Pursuant to Government Code Section 54957.6: Agency representatives: Assistant General Manager Monty Hanks, Assistant General Manager Michael DeBortoli, and Human Resources Manager Brynna Bryant. Employee organization: IBEW 1245 (Geothermal and Combustion Turbines).

Contingent upon action taken during **Closed Session Items 33 and 34**, the Staff Report and Resolution will be provided to the Full Commission in Open Session for final consideration.

Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: Approval of Modifications of the NCPA Personnel Policy and Procedures

AGENDA CATEGORY: Discussion/Action

FROM:	Randy Howard	METHOD OF SELECTION:
	General Manager	N/A
Division:	Executive Services	
Department:	General Manager	

This item is being considered in Closed Session.

Pursuant to Government Code Section 54957.6: Agency representatives: Assistant General Manager Monty Hanks, Assistant General Manager Michael DeBortoli, and Human Resources Manager Brynna Bryant. Employee organization: Hydroelectric Employees Association (HEA).

Pursuant to Government Code Section 54957.6: Agency representatives: Assistant General Manager Monty Hanks, Assistant General Manager Michael DeBortoli, and Human Resources Manager Brynna Bryant. Employee organization: IBEW 1245 (Geothermal and Combustion Turbines).

Contingent upon action taken during **Closed Session Items 33 and 34**, the Staff Report and Resolution will be provided to the Full Commission in Open Session for final consideration.

Commission Staff Report

COMMISSION MEETING DATE: December 5, 2024

SUBJECT: Resolution Commending Jenelle Osborne

AGENDA CATEGORY: Discussion/Action

FROM:	Randy Howard	METHOD OF SELECTION:
	General Manager	N/A
Division:	Executive Services	
Department:	General Manager	

Resolution No. 24-141, Approval of Resolution Commending Jenelle Osborne – adopt resolution by all members commending Jenelle Osborne.