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Minutes

Date: December 2, 2021

To: NCPA Commission

From: Cary A. Padgett, Assistant Secretary to the Commission

Subject: NCPA Commission Meeting

1. Call Meeting to Order and Introductions

Chair David Hagele called the meeting to order at 9:58 am via teleconference. NCPA staff was in attendance at NCPA, 651 Commerce Drive, Roseville, California. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

2. Approve Minutes of the December 2, 2021, Regular Commission Meeting, and the November 12, 2021, Special Commission Meeting

MOTION: A motion was made by Suds Jain, and seconded by Bo Sheppard to approve the Minutes of the December 2, 2021, Regular Commission Meeting, *and the November 12, 2021, Special Commission Meeting*. The motion carried by a majority on a roll call vote of those members present as follows:

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

PUBLIC FORUM

Chair Hagele opened the public comment period. No members from the public addressed the Commission. Chair Hagele closed the public comment period.

REPORTS AND COMMITTEE UPDATES

3. General Manager's Business Progress Report and Update

General Manager Randy Howard reported:

- COVID-19 update: Extended the telecommuting for HQ employees through the end of the year. However, Placer County positive cases are up, as well as hospitalization. Staff continues to monitor the federal vaccine mandate, and we are preparing for either way it is decided.
- Provided a brief overview of December 1st L&R committee meeting agenda.
- A ribbon cutting event is scheduled next week to notice the newly installed EV chargers at NCPA's headquarters.
- Discussing with Randy Moore, Chief of the US Forest Service, on wildfire concerns with utilities to ensure funds are available for right of ways. Permitting could take a long-time, and working to streamline those efforts.

4. Executive Committee

Committee Chair Hagele reported the Executive Committee met twice since the last Commission meeting. The Committee heard reports from the General Manager and General Counsel, and met in closed session. No reportable action was taken in closed session. The Committee also discussed item's 17, 26 and 27 on today's Agenda, and recommended Commission approval of item 17 and 26. The Committee pulled item 27 from the Agenda, and will discuss it at its next meeting. The next Committee meeting is scheduled on January 20.

5. Facilities Committee

Assistant General Manager Tony Zimmer reported the Committee met twice since the last Commission meeting. The Committee discussed Items 13, 14, 18, 28, and 29 today's agenda. A quorum of the Committee was established, and recommended Commission approval of all items. The next Committee meeting is scheduled for January 5.

6. Finance Committee

Assistant General Manager Monty Hanks reported the Committee met once since the last Commission meeting. The Committee discussed item 20 on today's agenda, and recommended Commission approval. The Committee also received a report from PFM on the status of the financial markets. Rates continue to trend at or near historic lows but according to the effective Fed funds futures, the market is expecting rate action in 2022. PFM also discussed the results of the Underwriter proposals and received direction to move forward using Citigroup to refund the 2012 Hydroelectric bonds. If rates hold, staff will also attempt to terminate the 2008 interest rate swap and will add Bank of America as a co-manager to the deal. Staff also provided a review of the Agency's investment portfolio and its performance related to minimizing risk and optimizing income. The next Finance Committee meeting will be held on February 8.

7. Legal Committee

General Counsel Jane Luckhardt reported the Committee met once since the last Commission meeting. The Committee discussed items 22 and 23 on today's agenda. No reportable action was taken on those items. The next Committee meeting is scheduled on December 16, 2021.

8. *Legislative & Regulatory Affairs Committee*

Committee Chair Greg Scharff reported the Committee met once since the last Commission meeting. The Committee discussed items 15 and 16 on today's agenda, and recommended Commission approval of all items. Registration for the NCPA Strategic Issues Conference scheduled on January 18-19 is open. You should be receiving an email with the registration detail soon. The next Committee meeting is scheduled on February 23, 2022.

9. *Members' Announcements & Meeting Reporting*

Mel Grandi, **Ukiah**, announced today's Commission meeting is his last as he is retiring at the end of the year. Chair Hagele thanked him for his commitment to public power over the years and wished him the best.

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.

Item 17 was pulled from Consent and moved to Discussion/Action for further discussion.
Item 19 was pulled from the Agenda, because it was discussed and approved under a Special Meeting Notice on December 2.

MOTION: A motion was made by Julie Winter, and seconded by Greg Scharff to approve the Consent Calendar consisting of Items 10, 11, 12, 13, 14, 15, 16, 18, 20, and 21. The motion carried by a majority of those members present on a roll call vote as follows:

	Vote	Abstained	Absent
Alameda	Y		
San Francisco BART			X
Biggs	Y		
Gridley	Y		
Healdsburg	Y		
Lodi	Y		
Lompoc	Y		
Palo Alto	Y		
Port of Oakland	Y		
Redding	Y	14	
Roseville	Y	21	
Santa Clara	Y		
Shasta Lake			X
Truckee Donner	Y	21	
Ukiah	Y		
Plumas-Sierra	Y		

10. ***NCPA's Financials for the Month Ended October 31, 2021*** – approval by all members.

11. ***Treasurer's Report for the Month Ended October 31, 2021*** – 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: 2006 Ford F450 Mechanic's Truck from Lodi Energy Center; 2007 Ford F450 I&C Truck for Lodi Energy Center; and Bandit Wood Chipper 250XB from Hydroelectric Facility.
Fiscal Impact: This report has no direct fiscal impact to the Agency.

13. ***Resolution, 21-107, Contra Costa Electric, Inc. – First Amendment to Five Year Multi-Task General Services Agreement for Electrical Maintenance Services; Applicable to the following: All Northern California Power Agency (NCPA) Facilities, NCPA Members, Southern California Public Power Authority (SCPPA), and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a First Amendment to the Multi-Task General Services Agreement with Contra Costa Electric, Inc., for electrical maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, increasing the not-to-exceed amount from $500,000 to $1,500,000, for continued use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.
Fiscal Impact: Upon execution, the total cost of the agreement will be not to exceed $1,500,000 over the remainder of the contract term.

14. ***Resolution 21-108, Airgas Specialty Products, Inc. – Five Year Multi-Task Agreement for Purchase of Equipment, Materials and Supplies for Chemical Purchases; Applicable to the following: All Northern California Power Agency (NCPA) Facilities*** – adopt resolution by all members authorizing the General Manager or his designee to enter into a Multi-Task Agreement for Purchase of Equipment, Materials and Supplies with Airgas Specialty Products, Inc., for chemical purchases, with any non-substantial changes recommended and approved by the NCPA General Counsel, for use at any facilities owned and/or operated by NCPA.
Fiscal Impact: Upon execution, the total cost of the agreement is not to exceed $1,000,000 over five years.

15. ***Resolution 21-111, Three Year Multi-Task Consulting Services Agreement with Association Management Solutions for Conference and Event Planning Services; Applicable to NCPA, NCPA Members, SCPPA, and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into Multi-Task Consulting Services Agreements with Association Management Solutions (AMS) to provide needed support for the planning and management of NCPA conferences and events, as well as for use separately by signatories to the Shared Services Agreement (NCPA Members, SCPPA, and SCPPA Members).
Fiscal Impact: The total cost of this agreement is not to exceed $450,000 over three years.

16. ***Resolution 21-112, California Municipal Utilities Association and Southern California Public Power Authority*** – Third Amendment to the Funding Agreement for Energy Efficiency Services – adopt resolution by all members authorizing the General Manager or his designee to enter into a Third Amendment to the Funding Agreement with the California Municipal Utilities Association (CMUA) and Southern California Public Power Authority (SCPPA) for the development and maintenance of a demand side management cost-effectiveness tool and reporting platform, with any non-substantial changes recommended and approved by the NCPA General Counsel, to increase the total not-to-exceed amount by $458,000, of which NCPA will be responsible for payment of $58,562.
Fiscal Impact: Upon execution, the total not to exceed amount of the agreement will increase from $1,288,600 to $1,746,600 over the remainder of the contract term. No fiscal impact to NCPA.

17. MOVED TO DISCUSSION/ACTION -- ***Resolution 21-114, Approval of Revisions to NCPA's Personnel Policies and Procedures Manual*** – adopt resolution by all members authorizing the General Manager or his designee to implement the revisions to NCPA's Personnel Policies and Procedures Manual.
Fiscal Impact: Approval of these changes to NCPA's Personnel Policies and Procedure Manual will have minimal fiscal impacts. This action does not require a budget augmentation.

18. ***Resolution 21-115, FY 2020-2021 Annual Billing Settlements*** – adopt resolution by all members and the attachments thereto regarding the FY 2020-2021 Annual Billing Settlements.
Fiscal Impact: Upon approval by the Commission, the amount of $1,322,423 will be distributed to participants. NCPA member refund amounts will be deposited into their respective General

Operating Reserve accounts while collections will be billed on a miscellaneous billing in December, which will include a General Operating Reserve (GOR) letter of direction template. Non-members will receive a credit or debit miscellaneous billing in early December.

19. ITEM WAS PULLED FROM THE AGENDA. ***Resolution 21-117, Three Year Multi-Task Consulting Services Agreement with Association Management Solutions for Conference and Event Planning Services; Applicable to NCPA, NCPA Members, SCPPA, and SCPPA Members*** – adopt resolution by all members authorizing the General Manager or his designee to enter into Multi-Task Consulting Services Agreements with Association Management Solutions (AMS) to provide needed support for the planning and management of NCPA conferences and events, as well as for use separately by signatories to the Shared Services Agreement (NCPA Members, SCPPA, and SCPPA Members)—the agreement shall not exceed $450,000 over three years including all fees, costs, and expenses.
Fiscal Impact: The total cost of this agreement is not to exceed $450,000 over three years.

20. ***Resolution 21-119, Delegate Investment Duties to the Treasurer-Controller*** – adopt resolution by all members confirming delegation 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. The Treasurer-Controller assumes full responsibility for investment transactions until the authority is revoked or expires, and shall make a report each month of those transactions to the Commission.
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.

21. ***Resolution 21-120, Execute Confirmation Number 0236 for CLEAResult Consulting Inc., Services to the City of Santa Clara/Silicon Valley Power and Issue a Corresponding Purchase Order Under the Support Services Program*** – adopt resolution by all members authorizing the NCPA General Manager or his designee to execute Confirmation Number 0236, with any non-substantive changes as approved by the NCPA General Counsel, and issue a Purchase Order to CLEAResult Consulting Inc., (CLEAResult) for electric vehicle charging infrastructure assistance, electrification education, and electrification assessment services.
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.

Non-essential Members and NCPA staff left the meeting for closed session items 22-23.

CLOSED SESSION

Chair Hagele asked General Counsel to move the Commission into closed session at 10:45 am. General Counsel Jane Luckhardt took the Commission into closed session.

General Counsel Luckhardt asked non-appointed Commissioners and essential staff to leave closed session for items 24 and 25 discussion.

22. CONFERENCE WITH LEGAL COUNSEL – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *In Re PG&E Corporation and Pacific Gas and Electric Company, Debtors; United States Bankruptcy Court, Northern District of California*, Case Nos. 19-30088 (Lead Case) and 19-30089 DM.

23. CONFERENCE WITH LEGAL COUNSEL – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *Northern California Power Agency, City of Redding, City of Roseville, and City of Santa Clara v. the United States*, Court of Federal Claims No. 14-817C.

24. CONFERENCE WITH LABOR NEGOTIATORS AND PERFORMANCE EVALUATION – Labor negotiations pursuant to Government Code section 54957.6: Agency representatives: NCPA Executive Committee Members and Human Resources Manager Elizabeth Gonzalez: Unrepresented Public Employee: General Manager; and b) Performance evaluation pursuant to Government Code Section 54957: Unrepresented Public Employee: One Category: General Manager.

25. ITEM 25 WAS TABLED TO THE JANUARY 20, 2022 MEETING -- **CONFERENCE WITH LABOR NEGOTIATORS AND PERFORMANCE EVALUATION** – Labor negotiations pursuant to Government Code section 54957.6: Agency representatives: NCPA Executive Committee Members and Human Resources Manager Elizabeth Gonzalez: Unrepresented Public Employee: General Counsel; and b) Performance evaluation pursuant to Government Code Section 54957: Unrepresented Public Employee: One Category: General Counsel.

RECONVENED TO OPEN SESSION

All meeting attendees rejoined the public meeting at 11:30 am.

REPORT FROM CLOSED SESSION

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

CONSENT ITEM MOVED TO DISCUSSION/ACTION

Item 17 - Resolution 21-114, Approval of Revisions to NCPA's Personnel Policies and Procedures Manual – adopt resolution by all members authorizing the General Manager or his designee to implement the revisions to NCPA's Personnel Policies and Procedures Manual.

At the request of Vice Chair Serventi, this item was pulled from the Consent Calendar and moved to Discussion/Action for further review and discussion, and noted this item was reviewed and discussed at the December 2, Executive Committee meeting. General Manager Randy Howard provided an overview of the proposed changes to the NCPA Personnel Policies and Procedures Manuel. The following revisions are: 1) addition of June 19th to the list of recognized holidays; 2) modification to bereavement leave with pay from a fixed number of hours to the hours correlated with an employee's working day; and 3) modification of the maximum allowable for tuition reimbursement from a fixed dollar amount to an established maximum as determined by the IRS. The updated manual also includes the addition of a Telecommute Policy and Procedure, which provides a workplace option for employees to work from home, which is important for retention and hiring of employees. The Commission discussed and agreed with staff recommendation, however, the Commission expressed concerns with regards to some NCPA Members do not have a telecommute policy in place at this time. The Commission requested to add a WHEREAS to the Resolution that states an employee's request to telecommute full-time must seek Executive Committee approval prior to General Manager Approval.

MOTION: A motion was made by Greg Scharff, and seconded by Jerry Serventi to adopt resolution authorizing the General Manager or his designee to implement the revisions to NCPA's Personnel Policies and Procedures Manual, and add to the resolution WHEREAS, must seek Executive Committee approval prior to General Manager approval of an employee's request to telecommute. Motion carried by majority on a roll call vote of those members present as follows:

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

DISCUSSION / ACTION ITEMS

26. ***Resolution 21-113, Approval of Letter Agreement to Award Additional Paid Administrative Leave for Calendar Year 2022 to Randy S. Howard, General Manager*** – adopt resolution by all members authorizing the Chair of the Commission to award the General Manager a Letter Agreement awarding additional leave that may not be cashed out for use in 2021 and approve the General Manager's Performance Goals for 2022.
Fiscal Impact: Funds are available in the Executive Services – General Manager Salaries and Benefits account; there is no material change to the current fiscal year budget.

Chair Hagele reported the Executive Committee met several times over the past few months and successfully negotiated a Letter Agreement awarding Randy Howard additional leave to be used in 2022, and approved of the General Manager's proposed performance goals for 2022. The Committee recommended Commission approval of both items. The Commission discussed and agreed with the Committee's recommendation.

MOTION: A motion was made by Suds Jain, and seconded by Greg Scharff to adopt resolution authorizing the Chair of the Commission to award the General Manager a Letter Agreement approving additional leave that may not be cashed out for use in 2022 and approve the General Manager's Performance Goals for 2022. The motion carried by a majority on a roll call vote of those members present.

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

27. ITEM 25 WAS TABLED TO THE JANUARY 20, 2022 MEETING -- ***Resolution 21-122, Approval of Fifth Amendment to Employment Agreement with Jane E. Luckhardt, General Counsel*** – adopt resolution by all members approving the Fifth Amendment to Employment Agreement between NCPA and Jane E. Luckhardt; authorize the Chair of Commission to execute the Fifth Amendment to Employment Agreement; authorize the Chair of the Commission to award a Letter Agreement awarding additional leave that may not be cashed out for use in 2022; and approve the General Counsel's Performance Goals for 2022.
Fiscal Impact: Funds are available in the Executive Services – Legal Salaries and Benefits account; there is no material change to the current fiscal year budget.

No Commission discussion or action was taken on item 27.

28. ***Resolution 21-109, Geothermal Plant 2 Unit 4 Overhaul Project; Applicable to the following: NCPA Geothermal Facility*** – adopt resolution by al members authorizing the Geothermal Plant 2 Unit 4 Overhaul Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the maintenance project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed $3,500,000, and authorizing the use of $3,500,000 from Maintenance Reserve to fund this project.
Fiscal Impact: The estimated cost of the Geothermal Plant 2 Unit 4 Overhaul Project is not to exceed $3,500,000. The FY2022 budget was approved to pre-collect funds in the Maintenance Reserve for this work. All proposed work performed shall be funded through the Maintenance Reserve account.

Staff provided a brief overview of the project.

MOTION: A motion was made by Mark Chandler, and seconded by Greg Scharff to adopt resolution authorizing the Geothermal Plant 2 Unit 4 Overhaul Project and delegating authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the maintenance project in accordance with NCPA purchasing policies and procedures, without further approval by the Commission, for a total cost not to exceed $3,500,000, and authorizing the use of $3,500,000 from Maintenance Reserve to fund this project. The motion carried by a majority on a roll call vote of those members present.

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

29. ***Resolution 21-117, Approval of Power Purchase Agreement between South Sutter Water District and Northern California Power Agency, and the Third Phase Agreement for Power Purchase Agreement with South Sutter Water District*** – adopt resolution by all members authorizing the General Manager of Northern California Power Agency (NCPA) to enter into the Power Purchase Agreement between South Sutter Water District (SSWD) and Northern California Power Agency (PPA), and the Third Phase Agreement for Power Purchase Agreement with South Sutter Water District (Third Phase Agreement), including any non-substantial modifications to the PPA and Third Phase Agreement recommended and approved by the NCPA General Counsel.
Fiscal Impact: SSWD has agreed to sell to NCPA, and NCPA has agreed to purchase from SSWD, certain energy, capacity rights and associated environmental attributes produced by the Camp Far West Hydroelectric Project for the purchase price set forth in Appendix A of the PPA. NCPA's costs for development and administration of the PPA and Third Phase Agreement will be allocated to Members in accordance with the Third Phase Agreement, the Power Management and Administrative Services Agreement, the Amended and Restated Facilities Agreement, and approved cost allocation methodologies as described in the NCPA annual budget.

Assistant General Manager Tony Zimmer provided an overview and a description of the power purchase agreement.

MOTION: A motion was made by Suds Jain, and seconded by Greg Scharff to adopt resolution authorizing the General Manager of Northern California Power Agency (NCPA) to enter into the Power Purchase Agreement between South Sutter Water District (SSWD) and Northern California Power Agency (PPA), and the Third Phase Agreement for Power Purchase Agreement with South Sutter Water District (Third Phase Agreement), including any non-substantial modifications to the PPA and Third Phase Agreement recommended and approved by the NCPA General Counsel. The motion carried by a majority on a roll call vote of those members present.

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

30. ***Resolution 21-118, Approval of Contract 21-SNR-02661 and Request for Assignment of Base Resource Percentage*** – adopt resolution by all members authorizing the General Manager of NCPA to enter into Contract 21-SNR-02661 (2025 Base Resource Contract) with the United States Department of Energy Western Area Power Administration Sierra Nevada Region (Western), and to enter into Request for Assignment of Base Resource Percentage letter agreements with Members (Request for Assignment Agreement), including any non-substantial modifications to Contract 21-SNR-02661 or the Assignment of Base Resource Percentage letter agreement recommended and approved by the NCPA General Counsel.
Fiscal Impact: Pursuant to the 2025 Base Resource Contract, Western markets Base Resource on a take-or-pay basis. NCPA, acting on behalf of the Members' who assign all or a portion of their Base

Resource percentage to NCPA, will be obligated to pay its Base Resource percentage share of Base Resources costs, as set forth in the Marketing Plan and associated rate schedules. Therefore, in addition to the 2025 Base Resource Contract and Request for Assignment of Base Resource Percentage letter agreement, each Member who elects to assign all or a portion of its Base Resource percentage to NCPA will be required to execute the AAA between NCPA and the Member, and the AAA sets forth the terms and conditions under which NCPA will administer the Member's Base Resource percentage, and establishes the assigning Member's obligation to pay for all Base Resource costs incurred by NCPA as a result of the assignment.

This item was approved at the Special Commission meeting on November 12, 2021. However, due to posting circumstances, this item was brought back to the Commission to reaffirm the vote.

MOTION: A motion was made by Jenelle Osborne, and seconded by Jerry Serventi to reaffirm the resolution authorizing the General Manager of NCPA to enter into Contract 21-SNR-02661 (2025 Base Resource Contract) with the United States Department of Energy Western Area Power Administration Sierra Nevada Region (Western), and to enter into Request for Assignment of Base Resource Percentage letter agreements with Members (Request for Assignment Agreement), including any non-substantial modifications to Contract 21-SNR-02661 or the Assignment of Base Resource Percentage letter agreement recommended and approved by the NCPA General Counsel. The motion carried by a majority on a roll call vote of those members present.

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

31. ***NCPA's Emergency Declaration Discussion*** – staff to provide an update and discussion on NCPA's Existing Emergency Declaration regarding COVID-19.

General Counsel Jane Luckhardt provided a brief overview and an update on the existing emergency declaration. The Commission discussed and recommended going forward to add the Emergency Declaration to the Consent Calendar to reaffirm the resolution at each meeting.

NEW BUSINESS

Chair Hagele ask if there was any new business to discuss. No new business was discussed or mentioned.

ADJOURNMENT

The December 2, 2021, Commission meeting was adjourned at 11:57 am by Chair Hagele.

Respectfully submitted,
//
DAVID HAGELE
Commission Chair

Prepared by,
//
CARY A. PADGETT
Assistant Secretary to the Commission

Attachments

Northern California Power Agency
Commission Meeting
December 2, 2021
COMMISSIONERS
Attendance List

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

MEMBER	NAME
1 - ALAMEDA	Vice Chair Jerry Serventi
2 - BIGGS	Bo Sheppard
3 - GRIDLEY	Mike Farr
4 - HEALDSBURG	Chair David Hagele
5 - LODI	Mark Chandler
6 - LOMPOC	Jenelle Osborne
7 - PALO ALTO	Greg Scharff
8 - PORT OF OAKLAND	Jared Carpenter
9 - PLUMAS-SIERRA REC	Larry Price
10 - REDDING	Julie Winter
11 - ROSEVILLE	Krista Bernasconi
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	Absent
13 - SANTA CLARA	Suds Jain
14 - SHASTA LAKE	Absent
15 - TRUCKEE DONNER	Joe Horvath
16 - UKIAH	Mel Grandi

Northern California Power Agency
Commission Meeting
December 2, 2021
Attendance List

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

NAME	AFFILIATION
Terry Crowley	City of Healdsburg
Jeff Berkheimer	Lodi Electric
CJ Berry	City of Lompoc
Mike Brozo	Plumas-Sierra
Khaly Nguyen	Port of Oakland
Michelle Bertolino	Roseville Electric
Kathy Watanabe	City of Santa Clara
Basil Wong	Silicon Valley Power
Randy S. Howard	NCPA
Jane Luckhardt	NCPA
Jane Cirrincione	NCPA
Monty Hanks	NCPA
Tony Zimmer	NCPA
Randy Bowersox	NCPA
Sondra Ainsworth	NCPA
Elizabeth Gonzalez	NCPA
Mark Pelletier	NCPA
Mike Whitney	NCPA
Cary Padgett	NCPA

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Minutes

Date: December 2, 2021

To: NCPA Commission

From: Cary A. Padgett, Assistant Secretary to the Commission

Subject: Special NCPA Commission Meeting

1. Call Meeting to Order and Introductions

Chair David Hagele called the meeting to order at 10:00 am via teleconference. NCPA staff was in attendance at NCPA, 651 Commerce Drive, Roseville, California. Introductions and roll call were made. Those in attendance are shown on the attached attendance list.

PUBLIC FORUM

Chair Hagele opened the public comment period. No members from the public addressed the Commission. Chair Hagele closed the public comment period.

DISCUSSION / ACTION ITEMS

2. ***Resolution 21-117, Amended and Restated Facilities Agreement Facilities Schedule 15 – South Feather Power Project Operations Procedures*** – adopt resolution by all members approving incorporating Facilities Schedule 15 into the Amended and Restated Facilities Agreement for South Feather Power Project Operating Procedures, with any non-substantial modifications recommended and approved by the NCPA General Counsel.
Fiscal Impact: NCPA's costs for development and administration of Facilities Schedule 15 will be allocated to Members in accordance with the Third Phase Agreement, the Power Management and Administrative Services Agreement, the Amended and Restated Facilities Agreement, and approved cost allocation methodologies as described in the NCPA annual budget.

   Assistant General Manager Tony Zimmer provided a brief overview of the Facilities Schedule 15, which incorporates the South Feather Power Project Operating Procedures.

   MOTION: A motion was made by Greg Scharff, and seconded by Jerry Serventi to adopt resolution approving incorporating Facilities Schedule 15 into the Amended and Restated Facilities Agreement for South Feather Power Project Operating Procedures, with any non-substantial modifications recommended and approved by the NCPA General Counsel. The motion carried by a majority on a roll call vote of those members present.

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

3. ***Resolution 21-123, Approval of Amendment No. 4 to the Services Agreement between Northern California Power Agency and City of San Jose*** – adopt resolution by all members authorizing the General Manager of Northern California Power Agency (NCPA) to enter into Amendment No. 4 to the Services Agreement between NCPA and City of San Jose, to detail certain changes needed for NCPA to act as the City of San Jose's Scheduling Agent, including any modifications to Amendment No. 4 to the Services Agreement between NCPA and the City of San Jose recommended and approved by the NCPA General Counsel.
Fiscal Impacts: Amendment No. 4 to the Services Agreement will not increase the cost of NCPA's services or the term of the Services Agreement. Work associated with developing Amendment No. 4 to the Services Agreement was undertaken pursuant to approved Power Management budget categories, and costs associated with this effort are allocated in accordance with approved cost allocation methodologies as described in the NCPA annual budget.

Assistant General Manager Tony Zimmer presented background information that detailed certain changes associated with the City of San Jose's registration as a California Independent System Operator (CAISO) Scheduling Coordinator, and to enable NCPA to act as the City of San Jose's Scheduling Agent.

MOTION: A motion was made by Greg Scharff, and seconded by Suds Jain to adopt resolution authorizing the General Manager of NCPA to enter into Amendment No. 4 to the Services Agreement between NCPA and City of San Jose, to detail certain changes needed for NCPA to act as the City of San Jose's Scheduling Agent, including any modifications to Amendment No. 4 to the Services Agreement between NCPA and the City of San Jose recommended and approved by the NCPA General Counsel. The motion carried by a majority on a roll call vote of those members present.

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

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

ADJOURNMENT

The December 2, 2021, Special Commission meeting was adjourned at 10:15 am by Chair Hagele.

Respectfully submitted,
//
DAVID HAGELE
Commission Chair

Prepared by,
//
CARY A. PADGETT
Assistant Secretary to the Commission

Attachments

Northern California Power Agency
Special Commission Meeting
December 2, 2021
COMMISSIONERS
Attendance List

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

MEMBER	NAME
1 - ALAMEDA	Vice Chair Jerry Serventi
2 - BIGGS	Bo Sheppard
3 - GRIDLEY	Mike Farr
4 - HEALDSBURG	Chair David Hagele
5 - LODI	Mark Chandler
6 - LOMPOC	Jenelle Osborne
7 - PALO ALTO	Greg Scharff
8 - PORT OF OAKLAND	Jared Carpenter
9 - PLUMAS-SIERRA REC	Larry Price
10 - REDDING	Julie Winter
11 - ROSEVILLE	Krista Bernasconi
12 - SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT	Absent
13 - SANTA CLARA	Suds Jain
14 - SHASTA LAKE	Absent
15 - TRUCKEE DONNER	Joe Horvath
16 - UKIAH	Mel Grandi

Northern California Power Agency
Special Commission Meeting
December 2, 2021
Attendance List

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

NAME	AFFILIATION
Terry Crowley	City of Healdsburg
Jeff Berkheimer	Lodi Electric
CJ Berry	City of Lompoc
Mike Brozo	Plumas-Sierra
Khaly Nguyen	Port of Oakland
Michelle Bertolino	Roseville Electric
Kathy Watanabe	City of Santa Clara
Basil Wong	Silicon Valley Power
Randy S. Howard	NCPA
Jane Luckhardt	NCPA
Jane Cirrincione	NCPA
Monty Hanks	NCPA
Tony Zimmer	NCPA
Randy Bowersox	NCPA
Sondra Ainsworth	NCPA
Elizabeth Gonzalez	NCPA
Mark Pelletier	NCPA
Mike Whitney	NCPA
Cary Padgett	NCPA

651 Commerce Drive
Roseville, CA 95678

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

Commission Staff Report

AGENDA ITEM NO.: 5

Date: January 20, 2022

To: NCPA Commission

Subject: January 5, 2022 Facilities Committee Meeting Minutes

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

651 Commerce Drive
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Minutes – Draft

Date: January 6, 2022

To: NCPA Facilities Committee

From: Carrie Pollo

Subject: January 5, 2022 Facilities Committee Meeting Minutes

1. **Call meeting to order & Roll Call** – The meeting was called to order by Committee Chair Jiayo Chiang (Lodi) at 9:06 am. Attending via teleconference and on-line presentation were Alan Harbottle (Alameda), Mark Sorensen (Biggs), Cliff Wagner (Gridley), Shiva Swaminathan (Palo Alto), Mike Brozo (Plumas-Sierra), Brian Schinstock (Roseville), Basil Wong, and Steve Hance (Santa Clara), and Willie Manual (TID). Owen Goldstrom (non-voting Representative with TID) also attended via teleconference. Those attending at NCPA are listed on the attached Attendee Sign-in Sheet. Committee Representatives from BART, Healdsburg, Lompoc, Port of Oakland, Redding, and Ukiah were absent. A quorum of the Committee was established.

PUBLIC FORUM
No public comment.

2. **Approval of Minutes from the December 1, 2021, Regular and Special Facilities Committee Meetings.**

   Motion: A motion was made by Brian Schinstock and seconded by Jiayo Chiang recommending approval of the minutes from the December 1, 2021, regular and special Facilities Committee meetings. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

3. **All NCPA Facilities, Members, SCPPA – Control Components, Inc. MTGSA-EMS** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc. for valve and vent maintenance and inspection services, with a not to exceed of $1,000,000, for use at all facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

   The current agreement with Control Components, Inc. is expiring. 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 projects. Agreements in place for similar services include Bay Valve Service and Custom Valve Solutions. 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. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Basil Wong and seconded by Mark Sorensen recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc. for valve and vent maintenance services and spare parts, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

4. **All NCPA Facilities, Members, SCPPA – iParametrics, LLC MTCSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with iParametrics LLC for grant writing assistance services, with a not to exceed of $500,000, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

   Participants in NCPA's Customer Programs Working Groups requested assistance in contracting for grant writing and grant application preparation assistance as part of the NCPA strategic planning process, and as a result this objective was incorporated into the agency-wide strategic plan approved by the NCPA Commission on April 29, 2021. NCPA issued a Request for Proposal (RFP) LR 2103 on September 22, 2021, to solicit proposals from qualified consultants providing grant writing assistance services.

   NCPA created a review group for the RFP consisting of staff from NCPA Member entities, and this review group evaluated, and scored timely proposals submitted to the RFP. The review group selected iParametrics, LLC based on its experience, work plan, and costs. NCPA has utilized this vendor in the past, and has a good working relationship with this firm. Currently NCPA does not have any other agreement in place for similar services. NCPA would also like to enter into an agreement with Intuitive Group, LLC for similar services. This enabling agreement does not commit NCPA to any expenditure of funds. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

   Motion: A motion was made by Shiva Swaminathan and seconded by Basil Wong recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with iParametrics, LLC for grant writing assistance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

5. **All NCPA Facilities, Members, SCPPA – Intuitive Group, LLC MTCSA** – Staff presented background information and was seeking a recommendation for Commission approval of a five-year Multi-Task Consulting Services Agreement with Intuitive Group, LLC for grant writing assistance services, with a not to exceed of $500,000, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members. All purchase orders will be issued following NCPA procurement policies and procedures.

Participants in NCPA's Customer Programs Working Groups requested assistance in contracting for grant writing and grant application preparation assistance as part of the NCPA strategic planning process, and as a result this objective was incorporated into the agency-wide strategic plan approved by the NCPA Commission on April 29, 2021. NCPA issued a Request for Proposal (RFP) LR 2103 on September 22, 2021, to solicit proposals from qualified consultants providing grant writing assistance services.

NCPA created a review group for the RFP consisting of staff from NCPA Member entities, and this review group evaluated, and scored timely proposals submitted to the RFP. The review group selected Intuitive Group, LLC based on its experience, work plan, and costs. Currently NCPA does not have any other agreement in place for similar services. NCPA would also like to enter into an agreement with Intuitive iParametrics, LLC for similar services. This enabling agreement does not commit NCPA to any expenditure of funds. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required. A draft Commission Staff Report and the draft agreement were available for review. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Basil Wong and seconded by Brian Schinstock recommending Commission approval authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Intuitive Group, LLC for grant writing assistance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

6. **Nexant Cost Allocation Model Allocation Adjustment for Mid-Fiscal Year 2022** – Staff provided background information and was seeking a recommendation for Commission approval of a mid-year adjustment to the current FY 2022 Nexant Cost Allocation Model due to the commencement of scheduling coordination services for new generating resources on behalf of participating NCPA Members.

NCPA has begun providing bid-to-bill SC services for new Member resources during mid-FY2022 period. Please see chart below.

Project	Action	Owner	Capacity	Effective Date
Sky River Wind	Addition	BART	30 MW	9/1/2021
Slate 1 Solar	Addition	BART	50 MW	11/12/2021
SFWPA Project	Addition	NCPA	121.5 MW	12/19/2021
~~Antelope 1B Solar~~	~~Addition~~	~~NCPA~~	~~17 MW~~	4/30/2021
Richmond Landfill Resource PPA	Removal	Alameda Municipal Power	2.5 MW	8/30/2020

Nexant Methodology guidelines recommend (per Commission Staff Report #119:10) the addition of mid-year projects limited to projects of material size based on criteria thresholds of an individual project greater than 40 MW or multiple projects greater than 50 MW. Based on new resource input determinants for the Nexant Model, Members with the biggest increases include BART at 12.73% and Roseville at 7.20%. Members with the biggest decrease include Alameda at 6.96% and Palo Alto at 4.35%. TID Geo Project Participant will also see a decrease of 4.44%.

Next steps include bringing this item to the Commission meeting January 20, 2022 for approval. Reallocated Power Management costs will be reflected on the February 2022 All Resources Bill

scheduled to be published January 25, 2022, if approved by the Commission. It is recommended to place this item on the Commission Consent Calendar.

Motion: A motion was made by Steve Hance and seconded by Shiva Swaminathan recommending Commission approval of a mid-year adjustment to the current Fiscal Year 2022 Nexant Cost Allocation Model related to the addition and expiration of scheduling services provided for various generating resources on behalf of participating NCPA Members. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, Santa Clara, and TID. The motion passed.

7. **Assignment Administration Agreement** – Staff presented background information and was seeking a recommendation for Commission approval of the Assignment Administration Agreement for Western Area Power Administration Base Resource Percentage (AAA).

   Western markets surplus generation and capacity from the Central Valley Project (CVP) in accordance with the Base Resource Contract. The current Base Resource Contract will end in 2024. Therefore, a new 2025 Base Resource Contract is required. Members have executed the 2025 Base Resource Contract, and have been allocated a Base Resource percentage. In the past, certain Members have assigned their Base Resource percentage to NCPA for joint administration and scheduling. Member Base Resource percentages are assigned to NCPA per a Request for Assignment Letter Agreement. In order for NCPA to accept assignments from Members, NCPA must be a Customer of Western by executing the 2025 Base Resource Contract. The 2025 Base Resource Contract sets forth terms and conditions under which Western markets Base Resource to Customers. NCPA has executed the Base Resource Contract which will remain in effect through December 31, 2054, subject to prior termination. NCPA may terminate the 2025 Base Resource Contract for any reason through June 30, 2024, or after June 30, 2024 based on the provisions set forth in the Marketing Plan and the 2025 Base Resource Contract.

   In order for a Member to assign all or a portion of its Base Resource percentage to NCPA, a Member and NCPA are required to enter into a Request for Assignment of Base Resource Percentage Letter Agreement that is subsequently approved by Western. Pursuant to the Request for Assignment of Base Resource Percentage Letter Agreement, a Member or NCPA may elect to terminate an assignment of Base Resource percentage by submitting a 90-day written notice to Western, requesting the assignment be unwound; upon which a Member's Base Resource percentage will be returned to the Member.

   Under the 2025 AAA, NCPA Commission duties would include Administration of the AAA, and authorizing NCPA to enter into contracts relating to the Base Resource Contract (e.g. O&M Funding). The General Manager of NCPA will provide day to day administration of assignments, and also provide Joint Assignment Administration Services. These services include the coordination of scheduling and operational activities for Base Resource Percentages, preparing a budget, developing reports, and implementing settlements and billing, and submitting documentation that may be required under the Base Resource Contract. Duties of the Assignor are to provide relevant data to NCPA which may be required to perform certain services, indemnify NCPA in regard to Joint Assignment Administration Services, and pay for all costs and charges incurred by NCPA under the AAA. Invoices will be issued to the Assignor via the NCPA All Resources Bill. Payment terms and conditions are consistent with other NCPA service agreements. NCPA administrative costs will be allocated in accordance with the Power Management and Administration Services Agreement.

   A redline version of the AAA was provided for review and discussion to the Committee. This item will be presented to the Commission January 20, 2022 for consideration and approval. Pending approval, each Assignor will need to execute the AAA in conjunction with processing an Assignment Letter of Agreement with NCPA and Western.

Motion: A motion was made by Alan Harbottle and seconded by Mark Sorensen recommending (i) Commission adoption and approval of the 2025 Assignment Administration Agreement for Western Area Power Administration Base Resource Percentage (AAA), including any non-substantial modifications to the AAA as approved by the NCPA General Counsel, and (ii) Commission authorization for the General Manager of Northern California Power Agency (NCPA) to enter into the AAA on behalf of the Agency with Assignors. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

8. **Resolution Commending Basil Wong** – Adopt a resolution by all Facilities Committee Members commending the service of Basil Wong, acting in the role of Facilities Committee Chair during Calendar Year 2021.

   Motion: A motion was made by Mike Brozo and seconded by Jiayo Chiang recommending approval of the Resolution commending Basil Wong as the 2020 Facilities Committee Chair. A vote was taken by roll call: YES = Alameda, Biggs, Gridley, Lodi, Palo Alto, Plumas-Sierra, Roseville, and Santa Clara. The motion passed.

INFORMATIONAL ITEMS

9. **New Business Opportunities** – Staff provided an update regarding new business opportunities.

   An updated proposal has been received from Avangrid Renewables for the Stagecoach Solar Project. Staff plan to clean up the NCPA Renewables RFP section on NCPA Connect by separating into two groups which include past RFPs as a reference for information, and currently active proposals, going forward.

10. **Nexant Cost Allocation Model Billing Determinants for FY 2023** – Staff reviewed the most recent set of available calendar year 2021 billing determinants that will be used in the FY 2023 Nexant Cost Allocation Model. Changes to Members' costs resulting from a change in determinants were identified and reviewed. The Nexant Model is the Commission-approved methodology used to allocate Power Management and certain Administrative Services budget costs to Members and Participants.

    The allocated results for FY 2023 indicate the biggest increases to Lodi, Ukiah, and Roseville, by approximately 9.34%, 7.20%, and 7.22% respectively, with the most recent updated CY 2021 determinants, which is a slight decrease overall from the last month's update. Members with the biggest decreases include Lompoc, and BART at 19.74% and 10.36% respectively. Staff reviewed the underlying operational data, and provided an analysis regarding the cost drivers that resulted in the relative percentage changes in the allocations to Members. The Nexant gross costs to Participating Members for new resources was also reviewed.

    The finalized CY 2021 Nexant data and Cost Allocation Model will be published to NCPA Connect by January 12, 2022 for Member review and feedback. At the February 2, 2022 Facilities Committee meeting, staff will present the final Nexant Allocation determinant results and seek a Committee recommendation for Commission approval at that time.

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

    Geo – There were no safety incidents to report for the month of December. Safety training is 99.6% complete. The average estimated net generation level for the month was 89.6 MW. Total estimated net generation was 66.7 GWh. The net generation was lower for the month of December due to an outage for the Plant 1 Stretford repairs, and the Hydrogen Manifold repairs, from December 11 – 16, 2021. CY 2021 net generation is 785.9 GWh YTD, at 8.2% over forecast. Historical net

generation is almost back to the year 2018 level. Maintenance activities for the month included the Plant 1 repairs, ongoing preparation for the Plant 2 overhaul, the Bean Canyon 2 VFD Project has been completed, the J-site vent system repairs were completed December 17, 2021, and the Plant 1 Fire Modernization Project is still ongoing. Projects for consideration in 2023 include Plant 1 cooling tower refurbishment, Plant 1 towerbrom study, and Plant 2 battery energy storage. Staff also provided an update for the FY 2022 Geo approved projects with regards to progress as well as budget amounts. Members appreciated this information.

Hydro – Collierville was up and running 100% during the month of December. New Spicer Meadows was close to 0% availability due to a forced outage by PG&E, which was transmission induced from December 1 – 10, 2021. New Spicer Meadow Storage is up 3,900 acre-feet for the month at 65,575 acre-feet. An increase of 2% over last month. There was also a significant increase in the snow pack storage at 153% of average for January 4, 2022. The snow pack is currently tracking close to the 2016 – 2017 water year. However, the forecast for the next 10 – 15 days looks pretty dry. Staff were able to use snow cats to access New Spicer Meadows and McKays.

CTs – December was an interesting month for the CTs. CT1 had 14 actual starts, and one ghost start, bringing the FYTD total to 137, of 0 forecasted. CT2 had 2 starts this month, of 38 forecasted, bringing the FYTD total to 45 starts. CT2 was in a forced outage due to tripping. CT1 Lodi has used 186.4 hours already out of 200 allowed. CT1 Alameda Diesel Unit 1 has used 13.2 hours of 20, and Unit 2, 11.7 hours of 20, based on a rolling year. A planned outage for annual maintenance is scheduled for CT1 from January 17 – 28, 2022. Staff reviewed the CAISO Commitment Runs for December 2021.

12. Planning and Operations Update –

- **Resource Integrations Completed or Near Completion**
  - Sky River Wind (BART)
  - Slate 1 Solar (BART)
  - South Feather Power Project (Members) – The transition went well on December 19, 2021. There are still a few outstanding SCADA items.
  - SJCE SCID Transition (SJCE)
  - Henrietta D BESS (EBCE)
  - Tecolote Wind Settlements (EBCE)
  - Clines Corner Wind Settlements (SJCE)
- **Current Resource Integration Activities**
  - Ukiah Mendocino Hydro (Ukiah) - Ongoing
  - Antelope Solar (NCPA) – April 2022 – Having supply chain issues.
  - Camp Far West (SVP) – February 2022
  - Deer Creek – April 2022
  - Golden Fields Solar III – March 31, 2022
  - Rosamond Solar – 2022
  - CT Project No. 1 – AGC Controls

13. Next Meeting – The next Facilities Committee meeting is scheduled for February 2, 2022.

ADJOURNMENT

The meeting was adjourned at 11:19 am by the Committee Chair.

Northern California Power Agency
January 5, 2022 Facilities Committee Meeting
Attendance List

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

MEMBER	NAME
ALAMEDA	✓
BART	
BIGGS	✓
GRIDLEY	✓
HEALDSBURG	
LODI	✓
LOMPOC	
PALO ALTO	✓
PLUMAS-SIERRA REC	✓
PORT OF OAKLAND	
REDDING	
ROSEVILLE	✓
SANTA CLARA	✓
TID	✓
UKIAH	

Northern California Power Agency
January 5, 2022 Facilities Committee Meeting
Attendance List

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

NAME	AFFILIATION
Carrie Pollo	NCPA
Jiayo Chiang	Lodi
Tony Zimmer	NCPA
Jane Luckhardt	"
Randy Bowersox	"
Bob Caracristi	"
Randy Howard	"
Marty Hanks	"

10

NCPA
NORTHERN CALIFORNIA POWER AGENCY

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: November 30, 2021 Financial Report (unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

_____

_____

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending November 30, 2021.

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the January 20, 2022 meeting of the NCPA Commission. The following page is a summary of those disbursements.

Prior to the Chairman'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 November 30, 2021 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,

Marty Hall for

RANDY S. HOWARD
General Manager

Attachments:
- November 30, 2021 Financial Report

SR: 102:22

NORTHERN CALIFORNIA POWER AGENCY
and ASSOCIATED POWER CORPORATIONS

Schedule of Disbursements
(Unaudited)

For the Month of November 2021

Operations:		
Geothermal	$	1,269,222
Hydroelectric		3,134,171
CT#1 Combustion Turbines		251,601
CT#2 STIG		452,973
Lodi Energy Center		15,763,999
NCPA Operating		33,365,049
Total	$	54,237,015

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED NOVEMBER 30, 2021

PERCENT OF YEAR ELAPSED
42%

	This Month	Actual Year To-Date	FY 2022 Budget	% Used	
GENERATION RESOURCES					
NCPA Plants					
Hydroelectric					
Other Plant Cost	$ 1,952,719	$ 9,798,709	$ 20,659,536	47%	(a)
Debt Service (Net)	2,785,136	13,925,682	33,421,637	42%	
Annual Budget Cost	4,737,855	23,724,391	54,081,173	44%	
Geothermal					
Other Plant Cost	2,867,356	14,701,326	35,708,919	41%	
Debt Service (Net)	412,788	2,063,939	4,953,453	42%	
Annual Budget Cost	3,280,144	16,765,265	40,662,372	41%	
Combustion Turbine No. 1					
Fuel	14,486	634,457	791,613	80%	(b)
Other Plant Cost	577,561	2,817,142	6,263,071	45%	
Annual Budget Cost	592,047	3,451,599	7,054,684	49%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	56,611	1,251,835	1,265,369	99%	(c)
Other Plant Cost	148,833	897,528	2,649,010	34%	
Debt Service (Net)	420,667	2,103,333	5,048,000	42%	
Annual Budget Cost	626,111	4,252,696	8,962,379	47%	
Lodi Energy Center					
Fuel	8,542,559	43,090,889	31,029,301	139%	(c)
Other Plant Cost	7,445,610	23,672,925	31,775,721	75%	(c)
Debt Service (Net)	2,197,050	10,985,248	26,008,267	42%	
Annual Budget Cost	18,185,219	77,749,062	88,813,289	88%	
Member Resources - Energy	7,131,803	33,018,576	67,416,504	49%	(d)
Member Resources - Natural Gas	547,140	3,117,922	2,981,422	105%	(c)
Western Resources	1,163,934	10,484,161	27,302,082	38%	
Market Power Purchases	3,089,423	24,045,165	17,224,803	140%	(d)
Load Aggregation Costs - CAISO	129,555,661	549,021,898	282,244,061	195%	(e)
Net GHG Obligations	-	605,800	1,276,784	N/A	
	168,909,337	**746,236,535**	**598,019,553**	**125%**	
TRANSMISSION					
Independent System Operator					
Grid Management Charge	662,695	3,409,767	2,417,506	141%	(f)
Wheeling Access Charge	9,743,963	50,010,599	119,362,830	42%	
Ancillary Services	982,061	6,643,007	3,846,319	173%	(g)
Other ISO Charges/(Credits)	5,850,832	49,012,304	946,016	5181%	(h)
	17,239,551	**109,075,677**	**126,572,671**	**86%**	
MANAGEMENT SERVICES					
Legislative & Regulatory					
Legislative Representation	133,139	664,887	2,101,373	32%	
Regulatory Representation	57,614	264,828	633,940	42%	
Western Representation	41,602	217,955	693,937	31%	
Customer Programs	29,711	160,943	481,257	33%	
Judicial Action	-	231,964	300,000	77%	(i)
Power Management					
System Control & Load Dispatch	603,488	2,801,233	7,427,479	38%	
Forecasting, Planning, Prescheduling & Trading	218,815	1,102,615	2,810,687	39%	
Industry Restructuring & Regulatory Affairs	32,356	167,159	423,181	40%	
Contract Admin, Interconnection Svcs & External Affairs	72,289	395,587	974,600	41%	
Gas Purchase Program	5,056	24,022	80,779	30%	
Market Purchase Project	7,560	36,052	115,897	31%	

Management Services continued on next page

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED NOVEMBER 30, 2021

PERCENT OF YEAR ELAPSED
42%

	This Month	Actual Year To-Date	FY 2022 Budget	% Used	
Energy Risk Management	10,711	52,492	198,417	26%	
Settlements	60,707	340,001	975,283	35%	
Integrated Systems Support	50,714	209,915	307,165	68%	(j)
Participant Pass Through Costs	108,736	380,138	1,717,765	22%	
Support Services	128,524	756,948	-	N/A	
	1,561,022	**7,806,739**	**19,241,760**	**41%**	
TOTAL ANNUAL BUDGET COST	**187,709,910**	**863,118,951**	**743,833,984**	**116%**	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	17,727,867	102,755,670	101,639,828	101%	(k)
Member Resource ISO Energy Sales	4,460,620	21,029,497	34,352,521	61%	(l)
Member Owned Generation ISO Energy Sales	9,284,911	60,521,531	83,030,430	73%	(l)
Revenue from Customers	7,919,658	83,610,030	-	N/A	(h)
NCPA Contracts ISO Energy Sales	2,815,693	21,382,099	12,614,852	169%	(l)
Western Resource Energy Sales	(242)	13,992,962	19,296,646	73%	(l)
Load Aggregation Energy Sales	68,870,991	285,009,160	-	N/A	(d)
Ancillary Services Sales	1,219,776	5,822,794	4,317,168	135%	(m)
Transmission Sales	9,198	45,990	110,376	42%	
Western Credits, Interest and Other Income	6,030,920	30,876,139	41,468,679	74%	(n)
	118,339,392	**625,045,872**	**296,830,500**	**211%**	
NET ANNUAL BUDGET COST TO PARTICIPANTS	**$ 69,370,518**	**$ 238,073,079**	**$ 447,003,484**	**53%**	

(a) Hydro CAISO Imbalance Energy and RA Availability charges were higher than budgeted.

(b) CT1 monthly generation varies throughout the year. Majority of generation occur during the first four months of the fiscal year. Costs expected to levelize by the end of the year.

(c) Increase in costs due to greater than projected MWhs of generation. CT2 is at 189% of budgeted MWhs and LEC is at 224% of budgeted MWhs at 11/30/21. Fuel costs, CA ISO charges, GHG allowance costs, and variable costs have increased as a result of increased generation.

(d) Increase due to higher than anticipated market purchases and price per Mwh.

(e) Increase due to unbudgeted energy purchases and sales related to CCAs (East Bay Community Energy, San Jose Clean Energy, and Sonoma Clean Power), which is offset by revenue from customers.

(f) Increase due to unbudgeted grid management estimates, neutrality charges estimates and other cost estimates related to CCAs, which is offset by revenue from customers.

(g) Increase due to unbudgeted ancillary services cost estimates related to CCAs, which is offset by revenue from customers, as well as greater than expected spinning, non-spinning, reg up and down obligation settlements for the NCPA pool.

(h) In the current month, adjustments were made to sales to CCAs for trued-up energy and transmission costs, resulting in higher amounts for Other ISO Charges and Revenue from Customers which are unbudgeted in FY22.

(i) Budgeted costs are partially offset by available encumbrances from the prior years. Additional increases relate to unbudgeted costs for privileged and confidential legal matters related to a multiyear litigation.

(j) Variance caused by FY22 software maintenance contract costs paid in-full during July. Variance expected to levelize throughout the year.

(k) Higher plant revenues due to higher generation.

(l) Higher revenues due to higher energy prices and higher than budgeted contract energy.

(m) Increase primarily due to greater than expected spinning and reg up capacity settlements revenue from Hydro plant.

(n) Increase due primarily to higher than anticipated Western O&M revenue credits and member contract sales.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	November 30, 2021	November 30, 2020
ASSETS	(in thousands)	
CURRENT ASSETS		
Cash and cash equivalents	$ 71,456	$ 21,973
Investments	34,313	45,336
Accounts receivable		
Participants	6	1,202
Other	4,736	10,401
Interest receivable	244	351
Inventory and supplies	8,065	5,956
Prepaid expenses	1,509	242
TOTAL CURRENT ASSETS	120,329	85,461
RESTRICTED ASSETS		
Cash and cash equivalents	55,624	68,379
Investments	194,401	163,335
Interest receivable	573	608
TOTAL RESTRICTED ASSETS	250,598	232,322
ELECTRIC PLANT		
Electric plant in service	1,498,687	1,494,589
Less: accumulated depreciation	(1,060,748)	(1,031,436)
TOTAL ELECTRIC PLANT	437,939	463,153
OTHER ASSETS		
Regulatory assets	197,813	222,734
Investment in associated company	265	265
TOTAL ASSETS	1,006,944	1,003,935
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	7,320	17,739
Pension and OPEB deferrals	18,099	16,936
Asset retirement obligations	61,833	61,948
TOTAL DEFERRED OUTFLOWS OF RESOURCES	87,252	96,623
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	$ 1,094,196	$ 1,100,558

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	November 30,	
	2021	2020
LIABILITIES	(in thousands)	
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 99,556	$ 32,090
Member advances	993	993
Operating reserves	25,197	21,534
Current portion of long-term debt	44,860	43,745
Accrued interest payable	14,204	14,020
TOTAL CURRENT LIABILITIES	184,810	112,382
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	62,959	63,003
Operating reserves and other deposits	144,743	133,972
Interest rate swap liability	14,575	20,799
Asset retirement obligations	68,778	67,257
Long-term debt, net	521,069	568,675
TOTAL NON-CURRENT LIABILITIES	812,124	853,706
TOTAL LIABILITIES	996,934	966,088
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	88,325	86,853
Pension and OPEB deferrals	2,187	4,737
TOTAL DEFERRED INFLOWS OF RESOURCES	90,512	91,590
NET POSITION		
Net investment in capital assets	(19,633)	(15,943)
Restricted for debt service	30,825	27,032
Unrestricted	(4,442)	31,791
TOTAL NET POSITION	6,750	42,880
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	$ 1,094,196	$ 1,100,558

COMBINED STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	For the Five Months Ended November 30,	
	2021	2020
	(in thousands)	
OPERATING REVENUES		
Participants	$ 216,877	$ 160,152
Other Third-Party	216,250	150,146
TOTAL OPERATING REVENUES	433,127	310,298
OPERATING EXPENSES		
Purchased power	214,955	135,692
Operations	76,809	33,544
Transmission	111,848	88,711
Depreciation	12,672	12,589
Maintenance	10,384	9,930
Administrative and general	8,874	8,386
TOTAL OPERATING EXPENSES	435,542	288,852
NET OPERATING REVENUES	(2,415)	21,446
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(11,169)	(15,539)
Interest income	74	(2,446)
Other	5,831	2,167
TOTAL NON OPERATING EXPENSES	(5,264)	(15,818)
FUTURE RECOVERABLE AMOUNTS	(12,179)	(3,149)
REFUNDS TO PARTICIPANTS	(1,020)	9
INCREASE (DECREASE) IN NET POSITION	(20,878)	2,488
NET POSITION, Beginning of year	27,628	40,392
NET POSITION, Period ended	$ 6,750	$ 42,880

)THER FINANCIAL INFORMATION

:OMBINING STATEMENT OF NET POSITION

;ORTHERN CALIFORNIA POWER AGENCY
,ND ASSOCIATED POWER CORPORATIONS
)00's omitted)

November 30, 2021

	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
SSETS										
URRENT ASSETS										
Cash and cash equivalents	$ 1	$ -	$ 1	$ 1	$ 214	$ -	$ -	$ 1,180	$ 70,059	$ 71,45
nvestments	-	-	-	-	-	-	-	-	34,313	34,31
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	6	
Other	-	-	-	-	-	-	1,001	-	3,735	4,73
nterest receivable	-	-	-	-	-	-	88	-	156	24
nventory and supplies	1,514	1,572	332	284	4,363	-	-	-	-	8,06
Prepaid expenses	34	34	-	1	(7)	-	-	53	1,394	1,50
Due from Agency and other programs*	17,143	1,551	3,136	6,153	42,431	-	21,995	8,170	(100,579)	
TOTAL CURRENT ASSETS	18,692	3,157	3,469	6,439	47,001	-	23,084	9,403	9,084	120,32
ESTRICTED ASSETS										
Cash and cash equivalents	1,899	12,919	1	-	1,612	-	19,046	-	20,147	55,62
nvestments	29,604	38,327	1,714	-	43,817	-	19,404	-	61,535	194,40
nterest receivable	93	95	-	-	79	-	-	-	306	57
TOTAL RESTRICTED ASSETS	31,596	51,341	1,715	-	45,508	-	38,450	-	81,988	250,59
LECTRIC PLANT										
Electric plant in service	575,927	395,474	64,865	37,224	410,209	7,736	-	944	6,308	1,498,68
Less: accumulated depreciation	(547,655)	(294,623)	(55,905)	(35,192)	(114,914)	(7,736)	-	(657)	(4,066)	(1,060,74
TOTAL ELECTRIC PLANT	28,272	100,851	8,960	2,032	295,295	-	-	287	2,242	437,93
THER ASSETS										
Regulatory assets	(709)	119,556	3,620	-	24,042	-	-	-	51,304	197,81
nvestment in associated company	-	-	-	-	-	-	-	-	265	26
TOTAL ASSETS	77,851	274,905	17,764	8,471	411,846	-	61,534	9,690	144,883	1,006,94
EFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	714	5,811	(253)	-	1,048	-	-	-	-	7,32
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	18,099	18,09
Asset retirement obligations	61,477	-	166	-	190	-	-	-	-	61,83
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,191	5,811	(87)	-	1,238	-	-	-	18,099	87,25
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	$ 140,042	$ 280,716	$ 17,677	$ 8,471	$ 413,084	$ -	$ 61,534	$ 9,690	$ 162,982	$ 1,094,19

Eliminated in Combination

)THER FINANCIAL INFORMATION

:OMBINING STATEMENT OF NET POSITION

;ORTHERN CALIFORNIA POWER AGENCY
,ND ASSOCIATED POWER CORPORATIONS
)00's omitted)

November 30, 2021

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
IABILITIES										
URRENT LIABILITIES										
Accounts payable and accrued expenses	$ 494	$ 246	$ -	$ 1	$ 8,411	$ -	$ 82,724	$ -	$ 7,680	$ 99,55
Member advances	791	-	-	-	-	-	-	202	-	99
Operating reserves	2,916	250	617	4,638	16,776	-	-	-	-	25,19
Current portion of long-term debt	4,760	22,855	4,365	-	12,880	-	-	-	-	44,86
Accrued interest payable	81	4,313	187	-	9,623	-	-	-	-	14,20
TOTAL CURRENT LIABILITIES	9,042	27,664	5,169	4,639	47,690	-	82,724	202	7,680	184,81
ON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	62,959	62,95
Operating reserves and other deposits	1,500	19,961	-	-	228	-	38,539	2,530	81,985	144,74
nterest rate swap liability	-	14,575	-	-	-	-	-	-	-	14,57
Asset retirement obligations	68,422	-	166	-	190	-	-	-	-	68,77
Long-term debt, net	6,785	209,980	10,648	-	293,656	-	-	-	-	521,06
TOTAL NON-CURRENT LIABILITIES	76,707	244,516	10,814	-	294,074	-	38,539	2,530	144,944	812,12
TOTAL LIABILITIES	85,749	272,180	15,983	4,639	341,764	-	121,263	2,732	152,624	996,93
EFERRED INFLOWS OF RESOURCES										
Regulatory credits	37,983	3,033	754	2,160	41,776	-	-	310	2,309	88,32
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	2,187	2,18
TOTAL DEFERRED INFLOWS OF RESOURCES	37,983	3,033	754	2,160	41,776	-	-	310	4,496	90,51
ET POSITION										
Net investment in capital assets	4,984	(12,989)	(3,080)	-	(8,548)	-	-	-	-	(19,63
Restricted for debt service	1,993	15,904	1,500	-	11,428	-	-	-	-	30,82
Unrestricted	9,333	2,588	2,520	1,672	26,664	-	(59,729)	6,648	5,862	(4,44
TOTAL NET POSITION	16,310	5,503	940	1,672	29,544	-	(59,729)	6,648	5,862	6,75
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	$ 140,042	$ 280,716	$ 17,677	$ 8,471	$ 413,084	$ -	$ 61,534	$ 9,690	$ 162,982	$ 1,094,19

)THER FINANCIAL INFORMATION

:OMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

;ORTHERN CALIFORNIA POWER AGENCY
.ND ASSOCIATED POWER CORPORATIONS
)00's omitted)

For the Five Months Ended November 30, 2021

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
PERATING REVENUES										
'articipants	$ 2,347	$ 13,473	$ 1,948	$ 1,501	$ 21,650	$ -	$ 167,262	$ 8,171	$ 525	$ 216,87
)ther Third-Party	23,287	11,967	1,758	2,113	69,387	-	106,710	1,028	-	216,25
TOTAL OPERATING REVENUES	25,634	25,440	3,706	3,614	91,037	-	273,972	9,199	525	433,12
PERATING EXPENSES										
'urchased power	271	2,188	93	427	2,292	-	209,684	-	-	214,95
)perations	7,336	1,760	1,558	1,027	58,135	-	2,442	4,551	-	76,80
Transmission	229	765	10	43	420	-	110,379	2	-	111,84
)epreciation	1,567	4,065	925	125	5,896	-	-	21	73	12,67
Maintenance	4,238	2,747	188	1,406	1,772	-	-	33	-	10,38
Administrative and general	2,563	2,020	278	515	2,448	-	-	2,987	(1,937)	8,87
ntercompany (sales) purchases, net*	(345)	138	25	33	151	-	-	(2)	-	
TOTAL OPERATING EXPENSES	15,859	13,683	3,077	3,576	71,114	-	322,505	7,592	(1,864)	435,54
ET OPERATING REVENUES	9,775	11,757	629	38	19,923	-	(48,533)	1,607	2,389	(2,41
ON OPERATING (EXPENSES) REVENUES										
nterest expense	(190)	(5,356)	(29)	-	(5,594)	-	-	-	-	(11,16
nterest income	87	70	9	16	142	-	239	21	(510)	7
)ther	800	-	1,037	-	4,376	-	(675)	58	235	5,83
TOTAL NON OPERATING (EXPENSES) REVENUES	697	(5,286)	1,017	16	(1,076)	-	(436)	79	(275)	(5,26
JTURE RECOVERABLE AMOUNTS	(998)	(4,235)	(1,182)	-	(5,764)	-	-	-	-	(12,17
EFUNDS TO PARTICIPANTS	378	(231)	13	(141)	-	-	(218)	(843)	22	(1,02
ICREASE (DECREASE) IN NET POSITION	9,852	2,005	477	(87)	13,083	-	(49,187)	843	2,136	(20,87
NET POSITION, Beginning of year	6,458	3,498	463	1,759	16,461	-	(10,542)	5,805	3,726	27,62
NET POSITION, Period ended	$ 16,310	$ 5,503	$ 940	$ 1,672	$ 29,544	$ -	$ (59,729)	$ 6,648	$ 5,862	$ 6,75

Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
November 30, 2021

Status	Participant / Customer	Description	Amount
CURRENT			$ 4,318,086
PAST DUE:			
1 - 30	HB Soil Solutions		528 *
	Shell Energy No. America		117,859 *
	TANC		13,285 *
31 - 60			
61 - 90			
91 - 120	Calpine Geysers	Effluent Adj (Mar'18 - Dec'19)	292,665
Over 120 Days			
	PARTICIPANT and OTHER RECEIVABLES (net)		$ 4,742,422

** Denotes items paid/applied after November 30, 2021.*

NORTHERN CALIFORNIA POWER AGENCY
and ASSOCIATED POWER CORPORATIONS

Schedule of Disbursements
(Unaudited)

For the Month of November 2021

Operations:		
Geothermal	$	1,269,222
Hydroelectric		3,134,171
CT#1 Combustion Turbines		251,601
CT#2 STIG		452,973
Lodi Energy Center		15,763,999
NCPA Operating		33,365,049
Total	$	54,237,015

11

A PUBLIC AGENCY
NCPA
NORTHERN CALIFORNIA POWER AGENCY

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: Treasurer's Report for Month Ended November 30, 2021

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

_____

_____

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for October 31, 2021.

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 $12,948,100 of which approximately $2,408 was applicable to Special and Reserve Fund Deposits, $253,954 to Debt Service and $12,691,738 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 $342,777,707 at month end. The current market value of the portfolio totaled $341,861,816.

The overall portfolio had a combined weighted average interest rate of 0.802% with a bond equivalent yield (yield to maturity) of 0.813%. Investments with a maturity greater than one year totaled $150,410,000. November maturities totaled $32 million and monthly receipts totaled $59 million. During the month $42 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills remained unchanged at 0.06% and rates on one-year T-Bills increased 7 basis points from 0.14% to 0.21%.

To the best of my knowledge and belief, all securities held by NCPA as of November 30, 2021 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

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,

Marty Hanel for

RANDY S. HOWARD
General Manager

Attachment: Treasurer's Report November 30, 2021

SR: 103:22

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

NOVEMBER 30, 2021

TABLE OF CONTENTS

	PAGE
CASH & INVESTMENT BALANCE	1
CASH ACTIVITY SUMMARY	2
INVESTMENT ACTIVITY SUMMARY	3
INTEREST RATE/YIELD ANALYSIS	4
INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
November 30, 2021

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	$ 8,197,052	$ 131,524,238	$ 139,721,290	39.28%
Special Deposits	4,493,843	-	4,493,843	1.26%
Construction	843	5,147,806	5,148,649	1.45%
Debt Service	253,954	44,627,940	44,881,894	12.62%
Special & Reserve	2,408	161,477,723	161,480,131	45.39%
	$ 12,948,100	$ 342,777,707	$ 355,725,807	100.00%

Portfolio Investments at Market Value	$ 341,861,816

NOTE A - Investment amounts shown at book carrying value.

Northern California Power Agency
Treasurer's Report
Cash Activity Summary
November 30, 2021

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
CPA FUNDS							
Operating	$ 56,620,344	$ 62,808	$ 5,915,120	$ (29,097,838)	$ (7,495,849)	$ (23,015,862)	$ 2,988,723
Special Deposits	2,437,560	-	-	(16,488,031)	-	14,052,991	2,520
Construction	-	-	-	-	-	-	-
Debt Service	-	-	15,890,991	-	(24,278,889)	8,639,292	251,394
Special & Reserve	-	204,235	9,747,804	-	(10,274,904)	323,579	714
	$ 59,057,904	$ 267,043	$ 31,553,915	$ (45,585,869)	$ (42,049,642)	$ -	$ 3,243,351

OTE A -Investment amounts shown at book carrying value.

OTE B -Net of accrued interest purchased on investments.

Northern California Power Agency
Treasurer's Report
Investment Activity Summary
November 30, 2021

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INVESTMENTS INCREASE / (DECREASE)
NCPA FUNDS						
Operating	$ 7,495,849	$ (5,915,120)	$ 3,986	$ (6,623)	$ -	$ 1,578,092
Special Deposits	-	-	-	-	-	-
Construction	-	-	172	-	-	172
Debt Service	24,278,889	(15,890,991)	978	(6)	-	8,388,870
Special & Reserve	10,274,904	(9,747,804)	(18,857)	(6,991)	-	501,252
	$ 42,049,642	$ (31,553,915)	$ (13,721)	$ (13,620)	$ -	$ 10,468,386

Less Non- Cash Activity	
Disc/(Prem) Amortization & Gain/(Loss) on Sale	27,341
Net Change in Investment --Before Non-Cash Activity	$ 10,495,727

NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Interest Rate/Yield Analysis
November 30, 2021

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	0.802%	0.813%
OPERATING FUNDS:	0.924%	0.867%
PROJECTS:		
Geothermal	1.266%	1.169%
Capital Facilities	0.054%	0.054%
Hydroelectric	0.652%	0.659%
Lodi Energy Center	0.556%	0.502%

KEY INTEREST RATES

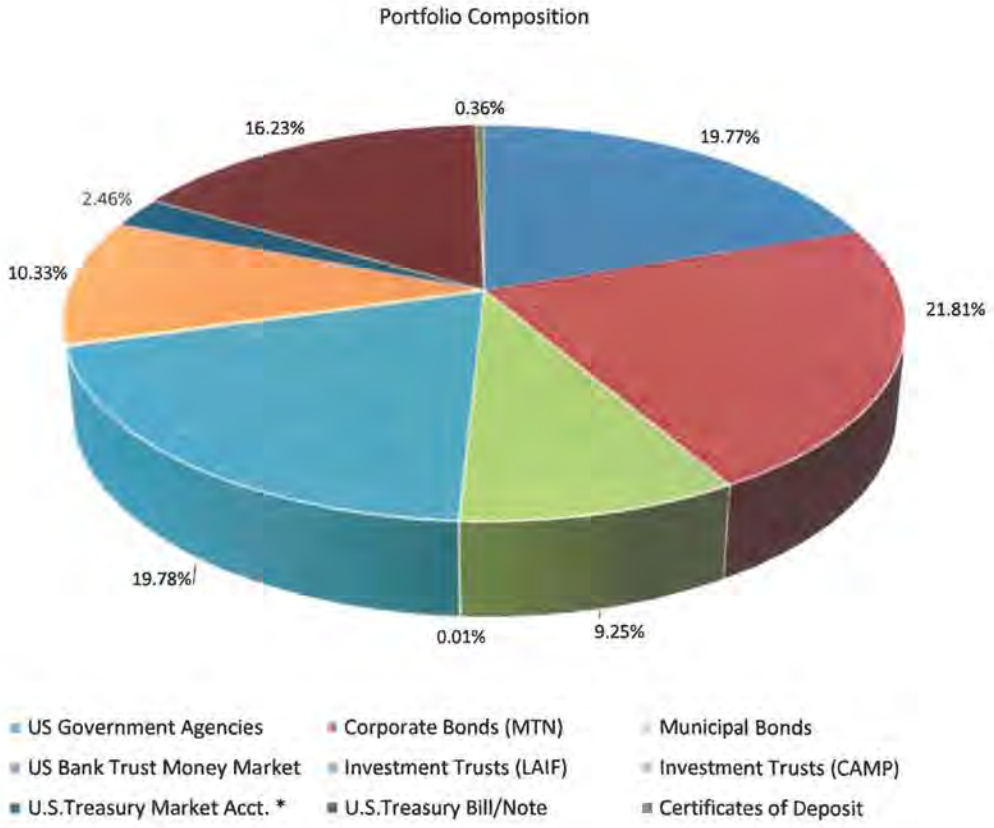
	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	0.08%	0.08%
T-Bills (90da.)	0.06%	0.09%
Agency Disc (90da.)	0.08%	0.10%
T-Bills (1yr.)	0.21%	0.11%
Agency Disc (1yr.)	0.22%	0.12%
T-Notes (3yr.)	0.92%	0.21%

Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
November 30, 2021

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	$ -	$ 3,928	$ -	$ 7,675	$ -	$ 53,100	$ 4,572	$ 69,275	19.77%
Corporate Bonds (MTN)	-	2,400	10,655	1,000	1,500	60,843	-	76,398	21.81%
Municipal Bonds	-	-	1,000	-	-	29,675	1,720	32,395	9.25%
US Bank Trust Money Market	31	-	-	-	-	-	-	31	0.01%
Investment Trusts (LAIF)	69,303	-	-	-	-	-	-	69,303	19.78%
Investment Trusts (CAMP)	36,182	-	-	-	-	-	-	36,182	10.33%
U.S.Treasury Market Acct. *	8,627	-	-	-	-	-	-	8,627	2.46%
U.S.Treasury Bill/Note	-	25,400	25,197	6,257	-	-	-	56,854	16.23%
Certificates of Deposit	-	10	-	-	750	500	-	1,260	0.36%
Total Dollars	$ 114,143	$31,738	$36,852	$14,932	$ 2,250	$144,118	$6,292	$ 350,325	100.00%
Total Percents	32.58%	9.06%	10.52%	4.26%	0.64%	41.14%	1.80%	100.00%	

Investments are shown at Face Value, in thousands.

*** The cash balance held at US 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. Cash held by US Bank is invested nightly in fully collateralized U.S. Treasury Securities.**



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

11/30/2021

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
ocal Agency Investm	LAIF	25,600,307	0.238		25,600,307		1	0.238	25,600,307	SYS70000	70000	25,600,307
irst American Govt.	USBGC	62,444	0.002		62,444		1	0.002	62,444	SYS70014	70014	62,444
S Bank	USB	8,197,053	0.001		8,197,053		1	0.001	8,197,053	SYS70050	70050	8,197,053
alifornia Asset Mgm	CMP	36,181,046	0.050	10/19/2018	36,181,046		1	0.050	36,181,046	SYS70070	70070	36,181,046
S Bank	USB	10,000	0.050	10/07/2021	10,000	01/07/2022	37	0.050	10,000	SYS30327	30327	10,000
rocter & Gamble	USBGC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	67	3.060	1,003,340	742718DY2	26673	998,705
ohnson & Johnson	USBGC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	92	2.982	1,003,280	478160CD4	26671	998,234
D Ameritrade	USBGC	500,000	2.950	05/15/2018	493,385	04/01/2022	121	3.315	502,085	87236YAE8	26601	499,431
epsiCo Inc.	USBGC	500,000	2.250	03/21/2018	487,005	05/02/2022	152	2.924	503,360	713448DT2	26557	498,675
pple Inc.	USBGC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	161	2.329	1,130,717	037833CQ1	26525	1,123,195
merican Honda Finan	USBGC	500,000	2.600	06/12/2018	488,550	11/16/2022	350	3.157	510,015	02665WCA7	26614	497,522
hevron Corp.	USBGC	500,000	2.355	03/21/2018	485,760	12/05/2022	369	3.008	506,575	166764AB6	26555	496,940
isa Inc.	USBGC	400,000	2.800	08/03/2018	394,552	12/14/2022	378	3.135	408,292	92826CAC6	26647	398,706
oyota Motor Credit	USBGC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	406	3.315	1,022,460	89236TEL5	26645	993,682
xxon Mobil Corporat	USBGC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	455	3.068	1,023,250	30231GAR3	26648	996,027
ohn Deere Capital C	USBGC	500,000	2.800	06/12/2018	489,875	03/06/2023	460	3.264	513,810	24422ETG4	26613	497,296
erkshire Hathaway I	USBGC	500,000	2.750	03/21/2018	492,280	03/15/2023	469	3.086	512,110	084670BR8	26554	498,003
nited Parcel Servic	USBGC	500,000	2.500	05/15/2018	483,225	04/01/2023	486	3.248	511,255	911312BK1	26600	495,415
nited Parcel Servic	USBGC	500,000	2.500	09/21/2018	483,120	04/01/2023	486	3.308	511,255	911312BK1	26677	495,029
Valmart, Inc.	USBGC	500,000	2.550	07/31/2019	507,870	04/11/2023	496	2.104	510,890	931142DH3	26848	502,899
ank of NY Mellon Co	USBGC	500,000	3.500	05/15/2018	501,265	04/28/2023	513	3.443	519,030	06406RAG2	26602	500,360
ershey Company	USBGC	500,000	3.375	06/12/2018	503,125	05/15/2023	530	3.236	519,070	427866AZ1	26615	500,924
ommonwealth of Mass	USBGC	500,000	0.508	07/09/2020	500,000	07/01/2023	577	0.507	500,050	57582RF84	27029	500,000
S Bank	USBGC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	600	3.399	1,039,840	90331HNV1	26646	1,000,000
licrosoft Corp.	USBGC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	615	3.172	1,021,230	594918BQ6	26672	981,821
P Morgan	USBGC	500,000	3.875	02/15/2019	514,550	02/01/2024	792	3.561	530,820	46625HJT8	26760	506,354
ast Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	974	0.878	497,295	275282PR6	27105	500,000
A St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	1,096	0.584	593,208	13067WRB0	27055	600,000
S Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,153	1.846	523,440	90331HMS9	26947	514,317
ederal National Mtg	USBGC	1,000,000	0.570	07/30/2020	1,000,000	01/29/2025	1,155	0.570	991,550	3136G4E74	27043	1,000,000
ederal National Mtg	USBGC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,281	0.710	989,900	3136G4WA7	27009	1,000,000
tate of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	1,292	0.730	256,136	546486BV2	27178	260,000
ederal Home Loan Mt	USBGC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,302	0.700	493,755	3134GVR26	27015	500,000
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,308	0.629	491,520	592112UB0	27173	500,000
ity of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	1,308	0.990	496,235	71884AF20	27058	500,000
isconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,308	0.787	493,350	977123X78	27041	500,000
ast Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,339	0.992	987,540	275282PS4	27106	1,000,000
ederal Farm Credit	USBGC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,342	0.680	494,555	3133EL2U7	27052	500,000
ederal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	1,448	0.542	982,560	3135GA4P3	27137	1,004,199
P Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,482	0.825	236,908	48128GY53	27138	250,000

Northern California Power Agency

Treasurer's Report

11/30/2021

)perating

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
oyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	1,511	0.699	481,715	89236THY4	27149	500,000
ederal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	1,547	0.500	367,811	3130AKXX9	27179	375,000
ederal Farm Credit	USBGC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,552	0.840	493,885	3133EMSK9	27196	500,000
ederal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	1,559	0.800	1,086,019	3133EMSU7	27200	1,100,000
nited Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,626	1.079	493,545	91324PEC2	27230	501,515
ank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	1,639	1.250	1,627,648	06048WM31	27225	1,700,000
let Govt Nashville &	UBOC	250,000	1.181	10/14/2021	250,000	07/01/2026	1,673	1.181	248,810	592098X77	27291	250,000
an Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	1,673	1.201	248,040	797356DF6	27298	250,000
lassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,688	1.050	490,405	57629WDE7	27247	503,369
ounty of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	1,718	1.272	98,280	088518NV3	27273	100,000
ederal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,720	0.875	491,435	3130ANGX2	27252	500,000
P Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	1,720	1.150	978,810	48128G4R8	27251	1,000,000
ank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	1,729	1.250	729,053	06048WN22	27255	750,000
aterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,748	1.227	491,970	14913R2Q9	27288	498,215
ohn Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	1,748	1.225	518,995	24422EVB2	27294	523,708
ederal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	1,762	0.900	620,185	3130ANXS4	27276	630,000
eliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	1,762	1.635	1,477,050	75951AAQ1	27292	1,491,412
aypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	1,765	1.260	525,400	70450YAD5	27293	532,439
	Fund Total and Average	**$ 104,339,187**	0.631		**$ 104,201,893**		**346**	**0.669**	**$ 104,350,592**			**$ 104,364,242**

IPP GHG Auction Acct

ocal Agency Investm		1,179,707	0.238		1,179,707		1	0.238	1,179,707	SYS70045	70045	1,179,707
	Fund Total and Average	**$ 1,179,707**	0.238		**$ 1,179,707**		**1**	**0.238**	**$ 1,179,707**			**$ 1,179,707**

CPA Balancing Account

ocal Agency Investm	LAIF	14,558,799	0.238		14,558,799		1	0.238	14,558,799	SYS70022	70022	14,558,799
irst American Govt.	USBGC	0	0.002		0		1	0.002	0	SYS70023	70023	0
licrosoft Corp.	USBGC	500,000	2.375	04/04/2018	492,295	02/12/2022	73	2.798	501,115	594918BA1	26574	499,606
D Ameritrade	USBGC	500,000	2.950	04/03/2018	497,200	04/01/2022	121	3.100	502,085	87236YAE8	26571	499,766
ome Depot Inc.	USBGC	500,000	2.625	04/04/2018	494,290	06/01/2022	182	2.918	504,515	437076BG6	26572	499,313
ublic Storage	USBGC	500,000	2.370	04/04/2018	483,705	09/15/2022	288	3.161	506,805	74460DAB5	26573	497,109
isa Inc.	USBGC	250,000	2.800	07/24/2018	246,975	12/14/2022	378	3.096	255,183	92826CAC6	26632	249,286
itel Corp	USBGC	500,000	2.700	06/22/2018	492,300	12/15/2022	379	3.070	511,580	458140AM2	26625	498,215
oyota Motor Credit	USBGC	550,000	2.625	05/09/2018	536,294	01/10/2023	405	3.203	562,232	89233P7F7	26598	546,747
isco Systems Inc.	USBGC	500,000	2.600	06/22/2018	487,655	02/28/2023	454	3.170	512,675	17275RBE1	26624	496,727
erkshire Hathaway I	USBGC	500,000	2.750	05/09/2018	490,280	03/15/2023	469	3.185	512,110	084670BR8	26596	497,417
nited Parcel Servic	USBGC	500,000	2.500	06/22/2018	484,780	04/01/2023	486	3.191	511,255	911312BK1	26627	495,750
ike Inc	USBGC	500,000	2.250	05/09/2018	480,350	05/01/2023	516	3.108	509,890	654106AC7	26597	494,408
imon Property Group	USBGC	500,000	2.750	07/24/2018	484,725	06/01/2023	547	3.438	512,320	828807DD6	26631	495,278

NCPA

Northern California Power Agency

Treasurer's Report

11/30/2021

CPA Balancing Account

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
fizer Inc	USBGC	500,000	3.000	06/22/2018	496,550	06/15/2023	561	3.150	518,085	717081DH3	26626	498,934
lemphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,217	0.600	527,990	586145F74	27113	538,568
tate of Wisconsin	USBGC	400,000	0.650	03/17/2021	400,000	05/01/2025	1,247	0.649	394,072	97705MUK9	27202	400,000
alifornia St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,278	0.952	495,095	13032UXM5	27110	500,000
ity of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,308	0.932	494,415	059231X39	27125	500,000
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,308	0.610	491,520	592112UB0	27174	500,000
ederal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	1,398	0.530	1,994,591	3133EMBJ0	27077	2,045,000
ederal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,398	0.530	2,001,928	3133EMBH4	27078	2,050,000
pple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,530	0.699	488,280	037833EB2	27168	500,000
ederal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,534	0.530	489,280	3130AKWA0	27164	499,790
P Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,539	0.500	944,270	46632FRV9	27171	1,000,000
ederal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	1,547	0.500	122,604	3130AKXX9	27180	125,000
ederal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	1,548	0.630	981,810	3130ALB94	27195	1,000,000
ederal Farm Credit	USBGC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,552	0.840	493,885	3133EMSK9	27197	500,000
ederal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	1,559	0.800	1,629,029	3133EMSU7	27201	1,650,000
ank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	1,667	1.199	488,625	06048WM64	27227	500,000
lassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,688	1.050	490,405	57629WDE7	27248	503,369
ank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,729	1.250	48,604	06048WN22	27256	50,000
ublic Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	1,804	1.569	274,016	74460DAG4	27311	274,101
	Fund Total and Average	**$ 33,953,799**	0.895		**$ 33,874,048**		**636**	**0.949**	**$ 33,829,068**			**$ 33,963,183**

ieneral Operating Reserve

ocal Agency Investm	LAIF	19,821,032	0.238		19,821,032		1	0.238	19,821,032	SYS70000	70002	19,821,032
irst American Govt.	USBGC	325,800	0.002		325,800		1	0.002	325,800	SYS70019	70019	325,800
S Bank	USB	0	0.000	07/01/2021	0		1	0.000	0	SYS70051	70051	0
alifornia Asset Mgm	CMP	513	0.050	12/14/2018	513		1	0.050	513	SYS70071	70071	513
licrosoft Corp.	USBGC	400,000	2.375	04/26/2018	391,480	02/12/2022	73	2.972	400,892	594918BA1	26578	399,557
D Ameritrade	USBGC	500,000	2.950	04/26/2018	492,950	04/01/2022	121	3.335	502,085	87236YAE8	26582	499,402
pple Inc.	USBGC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	161	2.329	4,051,899	037833CQ1	26524	4,024,941
ederal Home Loan Ba	USBGC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	191	1.760	3,613,288	313379Q69	26467	3,581,537
epsiCo Inc.	USBGC	500,000	3.100	04/26/2018	500,310	07/17/2022	228	3.083	506,615	713448CX4	26580	500,046
isa Inc.	USBGC	500,000	2.800	04/26/2018	492,600	12/14/2022	378	3.145	510,365	92826CAC6	26584	498,345
S Bank, N.A.	USBGC	750,000	2.850	01/30/2019	741,900	01/23/2023	418	3.140	766,590	90331HNL3	26737	747,671
ank of NY Mellon Co	USBGC	500,000	2.950	04/26/2018	491,790	01/29/2023	424	3.325	512,660	06406RAE7	26575	497,997
raxair Inc	USBGC	500,000	2.700	04/26/2018	488,350	02/21/2023	447	3.225	511,075	74005PBF0	26581	497,046
erkshire Hathaway I	USBGC	500,000	2.750	04/26/2018	488,920	03/15/2023	469	3.243	512,110	084670BR8	26576	497,077
nited Parcel Servic	USBGC	500,000	2.500	04/26/2018	483,135	04/01/2023	486	3.245	511,255	911312BK1	26583	495,439
hevron Corp.	USBGC	750,000	2.566	01/30/2019	738,750	05/16/2023	531	2.939	767,723	166764BK5	26740	746,180
rizona Board of Reg	USBGC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	547	1.387	1,823,663	040484VN4	26984	1,801,285
hevron Corp.	USBGC	500,000	3.191	02/07/2019	507,025	06/24/2023	570	2.847	516,505	166764AH3	26755	502,508
Valmart, Inc.	USBGC	500,000	3.400	02/07/2019	510,960	06/26/2023	572	2.864	521,095	931142EK5	26758	503,922

Northern California Power Agency

Treasurer's Report

11/30/2021

ieneral Operating Reserve

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond' Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
lontgomery Water Wor	USBGC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	639	1.020	2,187,149	613105KV6	26985	2,173,663
fizer Inc	USBGC	500,000	3.200	01/30/2019	506,250	09/15/2023	653	2.908	522,080	717081EN9	26738	502,417
onolulu City and Co	USBGC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	669	1.020	1,817,896	4386705V9	26983	1,805,647
itibank NA	USBGC	500,000	3.650	02/07/2019	507,490	01/23/2024	783	3.319	527,770	17325FAS7	26756	503,238
P Morgan	USBGC	500,000	3.875	02/07/2019	515,120	02/01/2024	792	3.535	530,820	46625HJT8	26757	506,574
S Bank, N.A.	USBGC	440,000	3.375	10/31/2019	462,862	02/05/2024	796	2.093	462,158	91159HHV5	26906	451,685
P Morgan	USBGC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	913	1.356	1,007,990	46647PBQ8	27007	1,003,814
ast Side Union High	USBGC	565,000	0.820	10/29/2020	565,000	08/01/2024	974	0.820	561,943	275282PR6	27107	565,000
onolulu City and Co	USBGC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	974	1.058	1,534,860	438687KT1	26980	1,514,084
alifornia State Uni	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	1,066	0.665	248,290	13077DMK5	27072	250,000
ederal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,108	0.830	1,922,029	3130A3GE8	26962	1,923,726
S Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,153	1.846	523,440	90331HMS9	26951	514,317
V W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	1,172	1.161	509,550	384802AE4	27000	510,704
V W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	1,172	1.217	509,550	384802AE4	27005	509,820
lemphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,217	0.600	527,990	586145F74	27114	538,568
ulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	1,217	1.038	1,010,510	899559QD3	27006	1,011,312
ity of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	1,247	0.750	547,079	447025A56	27112	549,540
oneywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	1,278	0.866	1,003,920	438516CB0	27008	1,016,510
ounty of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	1,278	1.299	431,122	471376FJ7	27011	436,583
recision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	1,292	1.033	1,603,020	740189AM7	27017	1,619,560
P Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	1,300	1.050	728,123	48128GU40	27024	750,000
ederal Home Loan Mt	USBGC	500,000	0.700	06/25/2020	500,000	06/25/2025	1,302	0.700	493,755	3134GVR26	27016	500,000
ity of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,308	0.845	494,415	059231X39	27126	500,000
isconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,308	0.774	493,350	977123X78	27042	500,000
ast Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	1,339	0.940	804,845	275282PS4	27108	815,000
ederal Farm Credit	USBGC	500,000	0.680	08/04/2020	500,000	08/04/2025	1,342	0.680	494,555	3133EL2U7	27053	500,000
ederal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,356	0.600	981,510	3136G4G72	27056	1,000,000
ederal National Mtg	USBGC	1,000,000	0.600	08/26/2020	1,000,000	08/26/2025	1,364	0.600	981,430	3136G4X32	27060	1,000,000
ederal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	1,386	0.570	980,440	31422BV23	27071	1,000,000
ederal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	1,398	0.530	1,953,100	3133EMBH4	27079	2,000,000
ederal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	1,398	0.530	1,677,602	3133EMBJ0	27080	1,720,000
ederal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	1,398	0.520	983,040	3130AKAZ9	27081	1,000,000
ederal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,426	0.540	489,190	3134GW4Z6	27104	500,000
ank of America Corp	USBGC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,455	0.798	963,260	06048WK41	27122	1,000,000
ederal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,461	0.560	487,760	3133EMJC7	27124	500,000
uardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	1,470	1.060	1,485,450	40139LBC6	27223	1,508,954
P Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,482	0.825	236,908	48128GY53	27139	250,000
ederal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	1,490	0.599	492,415	3135G06Q1	27141	500,816
pple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,530	0.699	488,280	037833EB2	27169	500,000
P Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,539	0.500	944,270	46632FRV9	27172	1,000,000
harles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	1,561	1.054	616,663	808513BF1	27220	625,961
ederal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	1,566	0.841	986,220	3130ALEL4	27203	997,843

Northern California Power Agency

Treasurer's Report

11/30/2021

ieneral Operating Reserve

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
ederal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	1,580	1.010	991,990	3130ALTT1	27213	1,000,000
regon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	1,582	1.119	496,055	68607V2Q7	27216	500,000
ederal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,602	1.084	497,660	3130ALXR0	27215	500,000
nited Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	1,626	1.079	542,900	91324PEC2	27232	551,667
ank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	1,639	1.250	1,060,844	06048WM31	27226	1,108,000
ank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	1,667	1.199	1,221,563	06048WM64	27228	1,250,000
lassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,688	1.050	980,810	57629WDE7	27249	1,006,738
ohn Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	1,777	1.235	98,918	24422EVW6	27297	100,306
ublic Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	1,804	1.490	1,579,326	74460DAG4	27308	1,585,738
ublic Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	1,804	1.569	363,693	74460DAG4	27312	363,807
P Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	1,825	1.500	1,189,440	48130UZH1	27313	1,200,000
	Fund Total and Average	**$ 81,200,797**	1.321		**$ 81,952,326**		**792**	**1.097**	**$ 81,444,111**			**$ 81,681,890**
	GRAND TOTALS:	**$ 220,673,490**	0.924		**$ 221,207,974**		**553**	**0.867**	**$ 220,803,478.**			**$ 221,189,022**

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

ırrent Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2021

allable Dates:

v #		
5646	USB	6/23/2023
5848	WMT	1/11/2023
5906	USBANK	1/5/2024
5947	USBANK	Anytime starting 12/27/2024
5951	USBANK	Anytime starting 12/27/2024
5980	HON	Anytime
5983	HON	Anytime
5984	AZSHGR	Anytime
7007	JPM	6/1/2023 and then starting on 5/1/2024
7009	FNMA	Quarterly
7011	JAS	6/1/2024
7015	FHLMC	Annually
7016	FHLMC	Annually
7024	JPM	Quarterly starting 6/23/2024
7029	MAS	Anytime
7041	WISTRN	Anytime
7042	WISTRN	Anytime
7043	FNMA	Quarterly
7052	FFCB	Anytime
7053	FFCB	Anytime
7055	CASWTR	Anytime
7056	FNMA	Quarterly starting 8/18/2022
7058	PHOGEN	Anytime
7060	FNMA	Quarterly

Inv #		
27071	FAMC	Semi-annually
27072	CASHGR	Anytime
27077	FFCB	Anytime
27078	FFCB	Anytime
27079	FFCB	Anytime
27080	FFCB	Anytime
27081	FHLB	Anytime
27104	FHLMC	Annually starting 10/27/2022
27110	CASMED	Anytime
27113	MEMGEN	Anytime
27114	MEMGEN	Anytime
27124	FFCB	Anytime starting 12/1/2022
27125	BALGEN	Anytime
27126	BALGEN	Anytime
27137	FNMA	Annually starting 11/18/2022
27138	JPM	Quarterly starting 12/22/2023
27139	JPM	Quarterly starting 12/22/2023
27141	FNMA	Quarterly starting 12/30/2021
27149	TOY	1/20/2025 and 7/20/2025
27164	FHLB	Anytime
27168	APPL	Anytime starting 1/8/2026
27169	APPL	Anytime starting 1/8/2026
27171	JPM	Quarterly starting 2/17/2023
27172	JPM	Quarterly starting 2/17/2023

Inv #		
27178	LOUIS	Anytime
27179	FHLB	2/25/2022
27180	FHLB	2/25/2022
27195	FHLB	Quarterly
27196	FFCB	Anytime
27197	FFCB	Anytime
27200	FFCB	Anytime starting 3/9/2023
27201	FFCB	Anytime starting 3/9/2023
27202	WIS	Anytime
27203	FHLB	Quarterly
27213	FHLB	Quarterly
27215	FHLB	4/21/2023 only
27216	ORSGEN	Anytime
27220	SCHW	2/11/2026
27225	BAC	Semi-annually starting 05/28/2022
27226	BAC	Semi-annually starting 05/28/2022
27227	BAC	Semi-annually starting 06/25/2022
27228	BAC	Semi-annually starting 06/25/2022
27251	JPM	Annually starting 8/17/2023
27252	FHLB	Quarterly starting 8/17/2022
27255	BAC	Semi-annually starting 08/26/2022
27256	BAC	Semi-annually starting 08/26/2022
27276	FHLB	Callable quarterly starting 9/28/2022
27313	JPM	Callable quarterly starting 11/30/2022

Northern California Power Agency
Treasurer's Report
11/30/2021

;EO 2012 Construction Fund

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond' Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
.S. Treasury	USBGC	912,000	0.040	10/15/2021	911,918	01/04/2022	34	0.040	911,954	912796Q51	27295	911,966
	Fund Total and Average	**$ 912,000**	0.040		**$ 911,918**		**34**	**0.041**	**$ 911,954**			**$ 911,966**

;eo 2012A Debt Service

.S. Treasury	USBT	126,000	0.030	07/23/2021	125,983	12/30/2021	29	0.030	125,991	912796A90	27235	125,997
.S. Treasury	USBT	124,000	0.030	08/27/2021	123,987	12/30/2021	29	0.030	123,991	912796A90	27260	123,997
.S. Treasury	USBT	125,000	0.059	10/26/2021	124,986	12/30/2021	29	0.060	124,991	912796A90	27299	124,994
	Fund Total and Average	**$ 375,000**	0.040		**$ 374,956**		**29**	**0.041**	**$ 374,973**			**$ 374,988**

;eo 2016A Debt Service

.S. Treasury	USBT	290,000	0.030	07/23/2021	289,961	12/30/2021	29	0.030	289,980	912796A90	27236	289,993
.S. Treasury	USBT	290,000	0.030	08/27/2021	289,970	12/30/2021	29	0.030	289,980	912796A90	27261	289,993
.S. Treasury	USBT	290,000	0.060	10/26/2021	289,969	12/30/2021	29	0.060	289,980	912796A90	27300	289,986
.S. Treasury	USBT	289,000	0.000	09/28/2021	288,984	01/04/2022	34	0.020	288,986	912796Q51	27278	288,995
.S. Treasury	USBT	289,000	0.080	11/30/2021	288,873	06/16/2022	197	0.081	288,847	912796J42	27314	288,873
	Fund Total and Average	**$ 1,448,000**	0.040		**$ 1,447,757**		**84**	**0.045**	**$ 1,447,773**			**$ 1,447,840**

;eothermal Special Reserve

irst American Govt.	USBGC	5,000	0.002		5,000		1	0.002	5,000	SYS70015	70015	5,000
ederal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,437	0.460	1,461,766	3135G06G3	27167	1,497,327
	Fund Total and Average	**$ 1,500,000**	0.498		**$ 1,502,796**		**1432**	**0.458**	**$ 1,466,766**			**$ 1,502,327**

;eo Decommissioning Reserve

ocal Agency Investm	LAIF	294,290	0.238		294,290		1	0.238	294,290	SYS70027	70027	294,290
irst American Govt.	USBGC	22,155	0.002		22,155		1	0.002	22,155	SYS70034	70034	22,155
pple Inc.	USBGC	861,211	2.300	11/29/2017	860,117	05/11/2022	161	2.329	866,869	037833CQ1	26499	861,102
niversity of Califo	USBGC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	165	1.080	1,009,450	91412G2T1	27001	1,005,534
Vells Fargo Bank	USBGC	250,000	3.150	08/30/2018	250,000	08/30/2022	272	3.154	255,495	949763TL0A	30311	250,000
ireat North Bank	USBGC	250,000	3.050	08/31/2018	250,000	08/31/2022	273	3.051	255,305	39103QAF3A	30310	250,000
iscover Bank	USBGC	250,000	3.150	09/06/2018	250,000	09/06/2022	279	3.152	255,583	254673TM8A	30313	250,000
ohn Deere Capital C	USBGC	750,000	2.800	03/15/2018	739,748	01/27/2023	422	3.104	769,298	24422ERT8	26550	747,566
ank of NY Mellon Co	USBGC	750,000	2.950	03/15/2018	740,610	01/29/2023	424	3.229	768,990	06406RAE7	26549	747,762
rook County School	USBGC	355,000	1.563	05/07/2020	356,211	06/15/2023	561	1.450	358,969	227183DH0	27003	355,600
olano County CCD	USBGC	385,000	5.500	04/09/2020	434,938	08/01/2023	608	1.471	416,393	83412PCN0	26978	410,137

Northern California Power Agency

Treasurer's Report

11/30/2021

ieo Decommissioning Reserve

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
nerbank USA	USBGC	250,000	3.200	08/30/2018	250,000	08/30/2023	637	3.203	261,933	29278TCP3A	30309	250,000
itibank NA	USBGC	250,000	3.300	09/07/2018	250,000	09/07/2023	645	3.301	262,450	17312QS34A	30314	250,000
ederal Farm Credit	USBGC	1,590,000	0.875	04/08/2020	1,590,000	04/08/2024	859	0.875	1,589,825	3133ELVX9	26976	1,590,000
acramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,066	1.846	342,487	78607QAY1	26977	342,452
/ W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,172	1.161	433,118	384802AE4	27002	434,098
alifornia St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,278	0.952	495,095	13032UXM5	27111	500,000
ederal National Mtg	USBGC	1,000,000	0.710	06/04/2020	1,000,000	06/04/2025	1,281	0.710	989,900	3136G4WA7	27010	1,000,000
ouston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	1,308	1.372	752,558	442349EM4	27102	750,000
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,308	0.610	491,520	592112UB0	27175	500,000
ast Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,339	0.940	987,540	275282PS4	27109	1,000,000
ederal Home Loan Mt	USBGC	1,000,000	0.540	09/15/2020	1,000,000	09/15/2025	1,384	0.540	979,490	3134GWL38	27070	1,000,000
ederal Farm Credit	USBGC	565,000	0.530	09/29/2020	565,000	09/29/2025	1,398	0.530	551,751	3133EMBH4	27082	565,000
ederal Home Loan Mt	USBGC	1,500,000	0.530	10/15/2020	1,500,000	10/15/2025	1,414	0.530	1,467,630	3134GWY34	27101	1,500,000
iuardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	1,470	1.060	493,521	40139LBC6	27224	501,330
pple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	1,530	0.700	976,560	037833EB2	27162	1,000,000
ederal Farm Credit	USBGC	500,000	0.840	03/02/2021	500,000	03/02/2026	1,552	0.840	493,885	3133EMSK9	27198	500,000
P Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,611	1.200	489,610	48128G3G3	27218	500,000
ank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	1,667	1.199	732,938	06048WM64	27229	750,000
ank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,729	1.250	48,604	06048WN22	27258	50,000
aterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	1,748	1.227	147,591	14913R2Q9	27289	149,464
ublic Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	1,804	1.490	762,261	74460DAG4	27309	765,356
ew York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	3,012	2.078	585,240	64966QUX6	27219	583,323
ederal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	3,358	1.360	962,590	3130AKX76	27163	1,000,000
ederal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	3,366	1.460	952,298	31422XAU6	27177	972,000
ederal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	3,366	1.482	587,838	31422XAU6	27246	598,842
ederal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	3,527	1.704	1,957,160	3130AN7G9	27245	2,006,222
larin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	3,530	1.565	495,215	56781RKZ9	27272	506,467
ounty of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	3,544	2.134	383,164	088518PA7	27274	385,000
ounty of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	3,544	2.134	250,113	088518NH4	27275	250,000
	Fund Total and Average	**$ 25,339,656**	1.519		**$ 25,433,615**		**1642**	**1.402**	**$ 25,196,682**			**$ 25,393,700**

ieo 2012A DSR Account

.S. Treasury	USBT	1,622,000	0.080	11/30/2021	1,621,286	06/16/2022	197	0.081	1,621,140	912796J42	27319	1,621,290
	Fund Total and Average	**$ 1,622,000**	0.080		**$ 1,621,286**		**197**	**0.081**	**$ 1,621,140**			**$ 1,621,290**

GRAND TOTALS:	$ 31,196,696	1.266	$ 31,292,328	1417	1.169	$ 31,019,266.	$ 31,292,111

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

ırrent Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2021

allable Dates:

v #		
3976	FFCB	Anytime starting 4/8/2022
3977	SCRWTR	Anytime
7001	UNVHGR	Anytime
7010	FNMA	Quarterly
7070	FHLMC	Quarterly starting 9/15/2022
7082	FFCB	Anytime
7101	FHLMC	Annually
7111	CASMED	Anytime
7162	APPL	Anytime starting 1/8/2026
7163	FHLB	Quarterly
7177	FAMC	Semi-annually starting 2/18/2022
7198	FFCB	Anytime
7218	JPM	Annually starting 4/30/2023
7219	NYC	Anytime
7229	BAC	Semi-annually starting 6/25/2022
7245	FHLB	Anytime starting 7/9/2022
7246	FAMC	Semi-annually starting 2/18/2022
7258	BAC	Semi-annually starting 8/26/2022

Northern California Power Agency

Treasurer's Report

11/30/2021

:ap Facilities 2019A Debt Svc

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
S Bank Trust	USBT	828	0.010		828		1	0.010	828	SYS79017	79017	828
.S. Treasury	USBT	422,000	0.039	10/26/2021	421,954	02/01/2022	62	0.040	421,970	912796Q93	27304	421,971
.S. Treasury	USBT	423,000	0.045	08/27/2021	422,830	07/14/2022	225	0.045	422,695	912796K57	27265	422,881
.S. Treasury	USBT	421,000	0.040	09/28/2021	420,865	07/14/2022	225	0.040	420,697	912796K57	27282	420,895
.S. Treasury	USBT	421,000	0.090	11/30/2021	420,762	07/14/2022	225	0.091	420,697	912796K57	27318	420,763
	Fund Total and Average	**$ 1,687,828**	0.054		**$ 1,687,239**		**184**	**0.054**	**$ 1,686,887**			**$ 1,687,338**
	GRAND TOTALS:	**$ 1,687,828**	0.054		**$ 1,687,239**		**184**	**0.054**	**$ 1,686,887.**			**$ 1,687,338**

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

rrent Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2021

Northern California Power Agency

Treasurer's Report

11/30/2021

:apital Dev. Reserve Hydro

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
ocal Agency Investm	LAIF	6,070,253	0.238		6,070,253		1	0.238	6,070,253	SYS70028	70028	6,070,253
irst American Govt.	USBGC	1,625	0.002		1,625		1	0.002	1,625	SYS70031	70031	1,625
ranch Banking & Tru	USBGC	500,000	2.625	06/13/2018	488,420	01/15/2022	45	3.314	500,955	07330NAQ8	26618	499,606
xxon Mobil Corporat	USBGC	500,000	2.397	06/13/2018	490,350	03/06/2022	95	2.946	500,915	30231GAJ1	26621	499,317
S Bank	USBGC	550,000	3.000	08/10/2018	546,607	03/15/2022	104	3.182	553,036	91159HHC7	26651	549,727
ublic Storage	USBGC	500,000	2.370	03/14/2018	485,770	09/15/2022	288	3.051	506,805	74460DAB5	26546	497,507
isa Inc.	USBGC	500,000	2.800	03/14/2018	494,470	12/14/2022	378	3.051	510,365	92826CAC6	26547	498,794
oyota Motor Credit	USBGC	500,000	2.700	06/13/2018	489,100	01/11/2023	406	3.215	511,230	89236TEL5	26619	497,354
nited Parcel Servic	USBGC	500,000	2.500	06/13/2018	484,900	04/01/2023	486	3.182	511,255	911312BK1	26620	495,806
olgate-Palmolive Co	USBGC	550,000	2.100	08/09/2018	528,660	05/01/2023	516	2.985	561,583	19416QEC0	26652	543,606
Paul Getty Trust	USBGC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	761	0.401	990,550	374288AB4	27161	1,000,000
ashville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	974	1.029	249,630	592090GB4	27134	250,000
aliforina Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	1,035	0.683	99,062	13034AL57	27135	100,000
Valmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,110	1.744	524,815	931142DV2	26950	513,127
ank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	1,240	0.839	550,635	06406RAN7	27221	558,814
ederal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,265	0.675	492,535	31422BA26	27004	500,000
ashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	1,339	1.229	249,205	592090GC2	27133	250,000
ity of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	1,353	1.950	529,080	283734TC5	27131	542,217
ederal National Mtg	USBGC	440,000	0.600	08/26/2020	440,000	08/26/2025	1,364	0.600	431,829	3136G4X32	27059	440,000
aliforina Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	1,400	0.765	127,859	13034AL65	27132	130,000
ank of America Corp	USBGC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,455	0.798	963,260	06048WK41	27121	1,000,000
ederal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,470	0.615	491,095	3135G06J7	27136	500,687
P Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,482	0.825	473,815	48128GY53	27140	500,000
ederal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	1,490	0.576	492,415	3135G06Q1	27148	501,269
ederal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,534	0.530	489,280	3130AKWA0	27165	499,790
ederal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	1,547	0.500	490,415	3130AKXX9	27181	500,000
ederal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,602	1.084	497,660	3130ALXR0	27214	500,000
nited Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,626	1.082	493,545	91324PEC2	27231	501,515
ederal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,720	0.875	491,435	3130ANGX2	27253	500,000
ederal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	1,727	0.967	496,085	3130ANFT2	27254	500,000
ank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,729	1.250	48,604	06048WN22	27257	50,000
	Fund Total and Average	**$ 19,936,878**	1.119		**$ 19,939,557**		**735**	**1.136**	**$ 19,900,831**			**$ 19,991,014**

lydro Initial Facilities

.S. Treasury	USBGC	4,236,000	0.040	10/15/2021	4,235,619	01/04/2022	34	0.040	4,235,788	912796Q51	27296	4,235,840
	Fund Total and Average	**$ 4,236,000**	0.040		**$ 4,235,619**		**34**	**0.041**	**$ 4,235,788**			**$ 4,235,840**

Northern California Power Agency

Treasurer's Report

11/30/2021

lydro Debt Service

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
lydro Debt Service												
.S. Treasury	USBT	7,871,000	0.030	07/23/2021	7,869,951	12/30/2021	29	0.030	7,870,449	912796A90	27237	7,870,810
.S. Treasury	USBT	614,000	0.030	08/27/2021	613,936	12/30/2021	29	0.030	613,957	912796A90	27262	613,985
.S. Treasury	USBT	613,000	0.060	10/26/2021	612,934	12/30/2021	29	0.060	612,957	912796A90	27301	612,970
.S. Treasury	USBT	613,000	0.000	09/28/2021	612,967	01/04/2022	34	0.020	612,969	912796Q51	27279	612,988
.S. Treasury	USBT	613,000	0.080	11/30/2021	612,730	06/16/2022	197	0.081	612,675	912796J42	27315	612,732
	Fund Total and Average	**$ 10,324,000**	0.033		**$ 10,322,518**		**39**	**0.035**	**$ 10,323,007**			**$ 10,323,485**
lydro 2018A Debt Service												
.S. Treasury	USBT	1,147,000	0.029	07/23/2021	1,146,847	12/30/2021	29	0.030	1,146,920	912796A90	27238	1,146,972
.S. Treasury	USBT	1,145,000	0.030	08/27/2021	1,144,881	12/30/2021	29	0.030	1,144,920	912796A90	27263	1,144,972
.S. Treasury	USBT	1,146,000	0.060	10/26/2021	1,145,876	12/30/2021	29	0.060	1,145,920	912796A90	27302	1,145,945
.S. Treasury	USBT	1,146,000	0.000	09/28/2021	1,145,938	01/04/2022	34	0.020	1,145,943	912796Q51	27280	1,145,978
.S. Treasury	USBT	1,146,000	0.080	11/30/2021	1,145,496	06/16/2022	197	0.081	1,145,393	912796J42	27316	1,145,498
	Fund Total and Average	**$ 5,730,000**	0.040		**$ 5,729,038**		**64**	**0.045**	**$ 5,729,096**			**$ 5,729,365**
lydro 2019A Debt Service												
.S. Treasury	USBT	814,000	0.029	07/23/2021	813,891	12/30/2021	29	0.030	813,943	912796A90	27239	813,980
.S. Treasury	USBT	813,000	0.030	08/27/2021	812,915	12/30/2021	29	0.030	812,943	912796A90	27264	812,980
.S. Treasury	USBT	813,000	0.059	10/26/2021	812,912	12/30/2021	29	0.060	812,943	912796A90	27303	812,961
.S. Treasury	USBT	814,000	0.000	09/28/2021	813,956	01/04/2022	34	0.020	813,959	912796Q51	27281	813,985
.S. Treasury	USBT	813,000	0.080	11/30/2021	812,642	06/16/2022	197	0.081	812,569	912796J42	27317	812,644
	Fund Total and Average	**$ 4,067,000**	0.040		**$ 4,066,316**		**64**	**0.045**	**$ 4,066,357**			**$ 4,066,550**
lydro 2012A Rebate Account												
.S. Treasury	USBT	747,000	0.035	08/27/2021	746,874	02/17/2022	78	0.035	746,918	912796L80	27269	746,943
	Fund Total and Average	**$ 747,000**	0.035		**$ 746,874**		**78**	**0.035**	**$ 746,918**			**$ 746,943**
lydro Special Reserve												
irst American Govt.	USBGC	5,000	0.002		5,000		1	0.002	5,000	SYS70016	70016	5,000
ederal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,437	0.460	1,461,766	3135G06G3	27166	1,497,327
	Fund Total and Average	**$ 1,500,000**	0.498		**$ 1,502,796**		**1432**	**0.458**	**$ 1,466,766**			**$ 1,502,327**

Northern California Power Agency

Treasurer's Report

11/30/2021

lydro 2012 DSRA

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
lydro 2012 DSRA												
ederal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	43	2.380	3,938,527	3137EADB2	25852	3,927,979
.S. Treasury	USBT	387,000	0.030	04/28/2021	386,892	03/24/2022	113	0.030	386,930	912796F38	27217	386,963
.S. Treasury	USBT	301,000	0.020	07/23/2021	300,959	03/24/2022	113	0.020	300,946	912796F38	27243	300,981
	Fund Total and Average	**$ 4,616,000**	2.025		**$ 4,614,083**		**53**	**2.029**	**$ 4,626,403**			**$ 4,615,923**
	GRAND TOTALS:	**$ 51,156,878**	0.652		**$ 51,156,801**		**358**	**0.659**	**$ 51,095,166.**			**$ 51,211,447**

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

ırrent Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2021

allable Dates:

v #		
3950	WMT	Anytime starting 10/15/2024
7004	FAMCA	Semi-annually starting 5/19/2022
7059	FNMA	Quarterly
7131	ELPASO	Callable annually starting 8/15/2023
7132	FFCB	Anytime
7135	CASDEV	Anytime
7136	FNMA	Quarterly
7140	JPM	Quarterly starting 12/22/2023
7161	JPGETY	Anytime starting 10/1/2023
7165	FHLB	Anytime
7181	FHLB	2/25/2022 only
7214	FHLB	4/21/2023 only
7221	BK	3/24/2025
7253	FHLB	Quarterly starting 8/17/2022
7254	FHLB	Monthly
7257	BAC	Semi-annually starting 8/26/2022

Northern California Power Agency
Treasurer's Report
11/30/2021

EC GHG Auction Acct

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
ocal Agency Investm		214,156	0.238		214,156		1	0.238	214,156	SYS70046	70046	214,156
	Fund Total and Average	**$ 214,156**	0.238		**$ 214,156**		**1**	**0.238**	**$ 214,156**			**$ 214,156**

EC Issue #1 2010B DS Fund

S Bank Trust	USB	4,909	0.010		4,909		1	0.010	4,909	SYS79004	79004	4,909
.S. Treasury	USBGC	10,003,000	0.080	11/30/2021	9,999,065	05/26/2022	176	0.081	9,998,299	912796Q36	27322	9,999,088
	Fund Total and Average	**$ 10,007,909**	0.080		**$ 10,003,974**		**176**	**0.081**	**$ 10,003,208**			**$ 10,003,997**

EC Issue #2 2010B DS Fund

S Bank Trust	USB	3,677	0.010		3,677		1	0.010	3,677	SYS79012	79012	3,677
.S. Treasury	USBGC	6,993,000	0.080	11/30/2021	6,990,249	05/26/2022	176	0.081	6,989,713	912796Q36	27323	6,990,265
	Fund Total and Average	**$ 6,996,677**	0.080		**$ 6,993,926**		**176**	**0.081**	**$ 6,993,390**			**$ 6,993,942**

EC Issue#1 2017A DS Fund

.S. Treasury	USBGC	4,002,000	0.080	11/30/2021	4,000,426	05/26/2022	176	0.081	4,000,119	912796Q36	27324	4,000,435
	Fund Total and Average	**$ 4,002,000**	0.080		**$ 4,000,426**		**176**	**0.081**	**$ 4,000,119**			**$ 4,000,435**

EC Issue #1 2010 DSR Fund

S Bank Trust	USB	18,874	0.010		18,874		1	0.010	18,874	SYS79005	79005	18,874
ederal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	191	1.760	4,143,911	313379Q69	26463	4,107,497
.S. Treasury	USBT	509,000	0.035	07/23/2021	508,835	06/16/2022	197	0.036	508,730	912796J42	27244	508,901
ederal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,552	0.840	4,375,821	3133EMSK9	27199	4,430,000
ederal Home Loan Ba	USBT	150,000	0.875	08/27/2021	150,528	06/12/2026	1,654	0.799	147,936	3130AN4T4	27270	150,499
	Fund Total and Average	**$ 9,207,874**	1.367		**$ 9,276,543**		**869**	**1.203**	**$ 9,195,272**			**$ 9,215,771**

EC Iss#1 2010B BABS Subs Resv

S Bank Trust	USB	1,843	0.010	07/01/2021	1,843		1	0.010	1,843	SYS79006	79006	1,843
.S. Treasury	USBT	2,369,000	0.080	11/30/2021	2,368,068	05/26/2022	176	0.081	2,367,887	912796Q36	27320	2,368,073
	Fund Total and Average	**$ 2,370,843**	0.080		**$ 2,369,911**		**176**	**0.081**	**$ 2,369,730**			**$ 2,369,916**

EC Issue #2 2010B DSR BABS

Northern California Power Agency

Treasurer's Report

11/30/2021

EC Issue #2 2010B DSR BABS

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
S Bank Trust	USB	1,294	0.010		1,294		1	0.010	1,294	SYS79013	79013	1,294
.S. Treasury	USBT	1,142,000	0.080	11/30/2021	1,141,551	05/26/2022	176	0.081	1,141,463	912796Q36	27321	1,141,553
	Fund Total and Average	**$ 1,143,294**	0.080		**$ 1,142,845**		**176**	**0.081**	**$ 1,142,757**			**$ 1,142,847**

EC O & M Reserve

ocal Agency Investm		1,564,817	0.238		1,564,817		1	0.238	1,564,817	SYS70047	70047	1,564,817
irst American Govt.	USBGC	7,884	0.002		7,884		1	0.002	7,884	SYS70041	70041	7,884
S Bank, N.A.	USBGC	595,000	2.650	05/31/2019	598,290	05/23/2022	173	2.456	600,171	90331HPC1	26822	595,528
aterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,096	1.776	492,747	14912L6G1	26952	484,617
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,308	0.610	491,520	592112UB0	27176	500,000
ederal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,336	0.579	982,350	3136G4D75	27047	1,000,733
ederal Farm Credit	USBGC	2,000,000	0.670	08/04/2020	2,000,000	08/04/2025	1,342	0.670	1,967,500	3133EL2S2	27054	2,000,000
ederal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,356	0.600	981,510	3136G4G72	27057	1,000,000
ederal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,398	0.530	732,413	3133EMBH4	27083	750,000
ederal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,398	0.530	653,485	3133EMBJ0	27084	670,000
pple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,530	0.699	488,280	037833EB2	27170	500,000
P Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,611	1.200	489,610	48128G3G3	27222	500,000
lassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,688	1.050	980,810	57629WDE7	27250	1,006,738
ank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,729	1.250	97,207	06048WN22	27259	100,000
aterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,748	1.227	491,970	14913R2Q9	27290	498,215
ublic Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,804	1.490	513,156	74460DAG4	27310	515,240
	Fund Total and Average	**$ 11,667,701**	0.920		**$ 11,709,187**		**1188**	**0.837**	**$ 11,535,430**			**$ 11,693,772**
	GRAND TOTALS:	**$ 45,610,454**	0.556		**$ 45,710,968**		**574**	**0.502**	**$ 45,454,062.**			**$ 45,634,836**

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

rrent Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 11/30/2021

allable Dates:

v #		
3822	USB	Anytime starting 4/22/2022
7047	FHLMC	Quarterly starting 7/29/2022
7054	FFCB	Anytime
7057	FNMA	Quarterly starting 8/18/2022
7083	FFCB	Anytime
7084	FFCB	Anytime
7170	APPL	Anytime starting 1/8/2026
7199	FFCB	Anytime
7222	JPM	Annually starting 4/30/2023
7259	BAC	Semi-annually starting 8/26/2022

NCPA
NORTHERN CALIFORNIA POWER AGENCY

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: December 31, 2021 Financial Report (unaudited)

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

_____

_____

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Financial Report for month ending December 31 2021.

NOTICE:

The disbursements of the Northern California Power Agency (NCPA) for the month reported herein, will be approved at the January 20, 2022 meeting of the NCPA Commission. The following page is a summary of those disbursements.

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

The report of budget vs. actual costs and the unaudited December 31, 2021 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,

Marty Hall for

RANDY S. HOWARD
General Manager

Attachments:
- December 31, 2021 Financial Report

SR: 104:22

NORTHERN CALIFORNIA POWER AGENCY
and ASSOCIATED POWER CORPORATIONS

Schedule of Disbursements
(Unaudited)

For the Month of December 2021

Operations:		
Geothermal	**$**	**1,270,525**
Hydroelectric		**2,475,332**
CT#1 Combustion Turbines		**111,111**
CT#2 STIG		**447,938**
Lodi Energy Center		**12,278,298**
NCPA Operating		**40,685,487**
Total	**$**	**57,268,691**

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED DECEMBER 31, 2021

PERCENT OF YEAR ELAPSED
50%

	This Month	Actual Year To-Date	FY 2022 Budget	% Used	
GENERATION RESOURCES					
NCPA Plants					
Hydroelectric					
Other Plant Cost	$ 1,805,742	$ 11,604,428	$ 20,659,536	56%	(a)
Debt Service (Net)	2,785,136	16,710,818	33,421,637	50%	
Annual Budget Cost	4,590,878	28,315,246	54,081,173	52%	
Geothermal					
Other Plant Cost	2,857,294	17,558,657	35,708,919	49%	
Debt Service (Net)	412,788	2,476,727	4,953,453	50%	
Annual Budget Cost	3,270,082	20,035,384	40,662,372	49%	
Combustion Turbine No. 1					
Fuel	49,422	683,879	791,613	86%	(b)
Other Plant Cost	376,530	3,193,653	6,263,071	51%	
Annual Budget Cost	425,952	3,877,532	7,054,684	55%	
Combustion Turbine No. 2 (Stig)					
Fuel and Pipeline Transport Charges	54,907	1,306,742	1,265,369	103%	(c)
Other Plant Cost	123,168	1,020,672	2,649,010	39%	
Debt Service (Net)	420,667	2,524,000	5,048,000	50%	
Annual Budget Cost	598,742	4,851,414	8,962,379	54%	
Lodi Energy Center					
Fuel	5,240,989	48,331,878	31,029,301	156%	(c)
Other Plant Cost	2,606,675	26,279,631	31,775,721	83%	(c)
Debt Service (Net)	2,197,050	13,182,298	26,008,267	51%	
Annual Budget Cost	10,044,714	87,793,807	88,813,289	99%	
Member Resources - Energy	6,285,670	39,304,246	67,416,504	58%	(d)
Member Resources - Natural Gas	729,835	3,847,757	2,981,422	129%	(c)
Western Resources	755,237	11,239,399	27,302,082	41%	
Market Power Purchases	3,374,467	27,419,632	17,224,803	159%	(d)
Load Aggregation Costs - CAISO	39,886,791	588,908,689	282,244,061	209%	(e)
Net GHG Obligations	-	605,800	1,276,784	N/A	
	69,962,368	**816,198,906**	**598,019,553**	**136%**	
TRANSMISSION					
Independent System Operator					
Grid Management Charge	(3,222)	3,406,545	2,417,506	141%	(f)
Wheeling Access Charge	9,727,358	59,737,957	119,362,830	50%	
Ancillary Services	(101,858)	6,541,149	3,846,319	170%	(g)
Other ISO Charges/(Credits)	1,198,871	50,211,175	946,016	5308%	(h)
	10,821,149	**119,896,826**	**126,572,671**	95%	
MANAGEMENT SERVICES					
Legislative & Regulatory					
Legislative Representation	145,457	810,344	2,101,373	39%	
Regulatory Representation	37,321	302,149	633,940	48%	
Western Representation	43,527	261,482	693,937	38%	
Customer Programs	34,980	195,923	481,257	41%	
Judicial Action	386,333	618,297	300,000	206%	(i)
Power Management					
System Control & Load Dispatch	555,270	3,356,483	7,427,479	45%	
Forecasting, Planning, Prescheduling & Trading	232,277	1,334,892	2,810,687	47%	
Industry Restructuring & Regulatory Affairs	25,688	192,847	423,181	46%	
Contract Admin, Interconnection Svcs & External Affairs	71,717	467,305	974,600	48%	
Gas Purchase Program	4,586	28,608	80,779	35%	
Market Purchase Project	7,631	43,684	115,897	38%	

Management Services continued on next page

NORTHERN CALIFORNIA POWER AGENCY
REPORT OF BUDGET VS. ACTUAL COST
FOR THE PERIOD ENDED DECEMBER 31, 2021

PERCENT OF YEAR ELAPSED
50%

	This Month	Actual Year To-Date	FY 2022 Budget	% Used	
Energy Risk Management	(3,594)	48,897	198,417	25%	
Settlements	68,051	408,052	975,283	42%	
Integrated Systems Support	10,041	219,956	307,165	72%	(j)
Participant Pass Through Costs	370,423	750,561	1,717,765	44%	
Support Services	67,130	824,077	-	N/A	
	2,056,838	**9,863,557**	**19,241,760**	**51%**	
TOTAL ANNUAL BUDGET COST	**82,840,355**	**945,959,289**	**743,833,984**	**127%**	
LESS: THIRD PARTY REVENUE					
Plant ISO Energy Sales	14,809,075	117,564,744	101,639,828	116%	(k)
Member Resource ISO Energy Sales	4,459,295	25,488,792	34,352,521	74%	(l)
Member Owned Generation ISO Energy Sales	9,315,055	69,836,586	83,030,430	84%	(l)
Revenue from Customers	7,639,966	91,249,996	-	N/A	(h)
NCPA Contracts ISO Energy Sales	2,815,769	24,197,868	12,614,852	192%	(l)
Western Resource Energy Sales	-	13,992,962	19,296,646	73%	(l)
Load Aggregation Energy Sales	28,702,977	313,712,136	-	N/A	(d)
Ancillary Services Sales	371,270	6,194,064	4,317,168	143%	(m)
Transmission Sales	9,198	55,188	110,376	50%	
Western Credits, Interest and Other Income	3,370,618	34,246,756	41,468,679	83%	(n)
	71,493,223	**696,539,092**	**296,830,500**	**235%**	
NET ANNUAL BUDGET COST TO PARTICIPANTS	**$ 11,347,132**	**$ 249,420,197**	**$ 447,003,484**	**56%**	

(a) Hydro CAISO Imbalance Energy and RA Availability charges were higher than budgeted.

(b) CT1 monthly generation varies throughout the year. Majority of generation occur during the first four months of the fiscal year. Costs expected to levelize by the end of the year.

(c) Increase in costs due to greater than projected MWhs of generation. CT2 is at 230% of budgeted MWhs and LEC is at 197% of budgeted MWhs at 12/31/21. Fuel costs, CA ISO charges, GHG allowance costs, and variable costs have increased as a result of increased generation.

(d) Increase due to higher than anticipated market purchases and price per Mwh.

(e) Increase due to unbudgeted energy purchases net of energy sales related to CCAs (East Bay Community Energy, San Jose Clean Energy, and Sonoma Clean Power).

(f) Increase due to unbudgeted grid management estimates, neutrality charges estimates and other cost estimates related to CCAs, which is offset by revenue from customers.

(g) Increase due to unbudgeted ancillary services cost estimates related to CCAs, which is offset by revenue from customers, as well as greater than expected spinning, non-spinning, reg up and down obligation settlements for the NCPA pool.

(h) In the current month, adjustments were made to sales to CCAs for trued-up energy and transmission costs, resulting in higher amounts for Other ISO Charges and Revenue from Customers which are unbudgeted in FY22.

(i) Budgeted costs are partially offset by available encumbrances from the prior years. Additional increases relate to unbudgeted costs for privileged and confidential legal matters related to a multiyear litigation.

(j) Variance caused by FY22 software maintenance contract costs paid in-full during July. Variance expected to levelize throughout the year.

(k) Higher plant revenues due to higher generation.

(l) Higher revenues due to higher energy prices and higher than budgeted contract energy.

(m) Increase primarily due to greater than expected spinning and reg up capacity settlements revenue from Hydro plant.

(n) Increase due primarily to higher than anticipated Western O&M revenue credits and member contract sales.

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	December 31,	
	2021	2020
ASSETS	(in thousands)	
CURRENT ASSETS		
Cash and cash equivalents	$ 64,262	$ 36,009
Investments	34,316	45,099
Accounts receivable		
Participants	357	311
Other	5,334	1,101
Interest receivable	270	377
Inventory and supplies	8,070	5,998
Prepaid expenses	4,944	133
TOTAL CURRENT ASSETS	117,553	89,028
RESTRICTED ASSETS		
Cash and cash equivalents	70,511	72,161
Investments	176,060	163,464
Interest receivable	479	546
TOTAL RESTRICTED ASSETS	247,050	236,171
ELECTRIC PLANT		
Electric plant in service	1,498,780	1,494,623
Less: accumulated depreciation	(1,063,269)	(1,033,944)
TOTAL ELECTRIC PLANT	435,511	460,679
OTHER ASSETS		
Regulatory assets	195,670	221,544
Investment in associated company	265	265
TOTAL ASSETS	996,049	1,007,687
DEFERRED OUTFLOWS OF RESOURCES		
Excess cost on refunding of debt	6,449	16,899
Pension and OPEB deferrals	18,099	16,936
Asset retirement obligations	61,823	61,938
TOTAL DEFERRED OUTFLOWS OF RESOURCES	86,371	95,773
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	$ 1,082,420	$ 1,103,460

COMBINED STATEMENTS OF NET POSITION

NORTHERN CALIFORNIA POWER AGENCY
AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	December 31,	
	2021	2020
LIABILITIES	(in thousands)	
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 59,676	$ 40,389
Member advances	993	993
Operating reserves	25,764	21,962
Current portion of long-term debt	44,860	43,745
Accrued interest payable	6,622	5,050
TOTAL CURRENT LIABILITIES	137,915	112,139
NON-CURRENT LIABILITIES		
Net pension and OPEB liabilities	62,959	63,003
Operating reserves and other deposits	147,670	139,906
Interest rate swap liability	14,575	20,209
Asset retirement obligations	68,906	67,383
Long-term debt, net	520,777	568,387
TOTAL NON-CURRENT LIABILITIES	814,887	858,888
TOTAL LIABILITIES	952,802	971,027
DEFERRED INFLOWS OF RESOURCES		
Regulatory credits	93,057	86,961
Pension and OPEB deferrals	2,187	4,737
TOTAL DEFERRED INFLOWS OF RESOURCES	95,244	91,698
NET POSITION		
Net investment in capital assets	(25,587)	(19,446)
Restricted for debt service	32,888	33,281
Unrestricted	27,073	26,900
TOTAL NET POSITION	34,374	40,735
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	$ 1,082,420	$ 1,103,460

COMBINED STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

NORTHERN CALIFORNIA POWER AGENCY AND ASSOCIATED POWER CORPORATIONS

UNAUDITED

	For the Six Months Ended December 31,	
	2021	2020
	(in thousands)	
OPERATING REVENUES		
Participants	$ 257,282	$ 197,161
Other Third-Party	247,111	180,386
TOTAL OPERATING REVENUES	504,393	377,547
OPERATING EXPENSES		
Purchased power	220,498	169,036
Operations	86,735	42,008
Transmission	123,075	101,325
Depreciation	15,193	15,097
Maintenance	12,482	11,736
Administrative and general	15,800	10,636
TOTAL OPERATING EXPENSES	473,783	349,838
NET OPERATING REVENUES	30,610	27,709
NON OPERATING (EXPENSES) REVENUES		
Interest expense	(13,795)	(17,691)
Interest income	120	(2,112)
Other	6,731	2,721
TOTAL NON OPERATING EXPENSES	(6,944)	(17,082)
FUTURE RECOVERABLE AMOUNTS	(14,321)	(4,339)
REFUNDS TO PARTICIPANTS	(2,599)	(5,945)
INCREASE (DECREASE) IN NET POSITION	6,746	343
NET POSITION, Beginning of year	27,628	40,392
NET POSITION, Period ended	$ 34,374	$ 40,735

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

December 31, 2021

	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	$ 1	$ -	$ 1	$ 1	$ 345	$ -	$ -	$ 1,180	$ 62,734	$ 64,262
Investments	-	-	-	-	-	-	-	-	34,316	34,316
Accounts receivable										
Participants	-	-	-	-	-	-	-	-	357	357
Other	-	-	-	-	-	-	432	-	4,902	5,334
Interest receivable	-	-	-	-	-	-	77	-	193	270
Inventory and supplies	1,514	1,572	332	284	4,368	-	-	-	-	8,070
Prepaid expenses	(82)	(133)	(14)	(19)	1,086	-	-	53	4,053	4,944
Due from Agency and other programs*	16,239	2,222	4,128	6,417	37,744	-	23,361	6,815	(96,926)	-
TOTAL CURRENT ASSETS	17,672	3,661	4,447	6,683	43,543	-	23,870	8,048	9,629	117,553
RESTRICTED ASSETS										
Cash and cash equivalents	2,957	25,518	-	-	1,630	-	19,020	-	21,386	70,511
Investments	29,081	27,896	2,136	-	35,526	-	19,458	-	61,963	176,060
Interest receivable	111	97	-	-	46	-	-	-	225	479
TOTAL RESTRICTED ASSETS	32,149	53,511	2,136	-	37,202	-	38,478	-	83,574	247,050
ELECTRIC PLANT										
Electric plant in service	576,013	395,474	64,865	37,224	410,208	7,736	-	944	6,316	1,498,780
Less: accumulated depreciation	(547,983)	(295,408)	(56,090)	(35,217)	(116,093)	(7,736)	-	(661)	(4,081)	(1,063,269)
	28,030	100,066	8,775	2,007	294,115	-	-	283	2,235	435,511
Construction work-in-progress	-	-	-	-	-	-	-	-	-	-
TOTAL ELECTRIC PLANT	28,030	100,066	8,775	2,007	294,115	-	-	283	2,235	435,511
OTHER ASSETS										
Regulatory assets	(909)	119,003	3,383	-	22,888	-	-	-	51,305	195,670
Investment in associated company	-	-	-	-	-	-	-	-	265	265
TOTAL ASSETS	76,942	276,241	18,741	8,690	397,748	-	62,348	8,331	147,008	996,049
DEFERRED OUTFLOWS OF RESOURCES										
Excess cost on refunding of debt	692	4,980	(244)	-	1,021	-	-	-	-	6,449
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	18,099	18,099
Asset retirement obligations	61,466	-	167	-	190	-	-	-	-	61,823
TOTAL DEFERRED OUTFLOWS OF RESOURCES	62,158	4,980	(77)	-	1,211	-	-	-	18,099	86,371
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	$ 139,100	$ 281,221	$ 18,664	$ 8,690	$ 398,959	$ -	$ 62,348	$ 8,331	$ 165,107	$ 1,082,420

* Eliminated in Combination

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF NET POSITION

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

	December 31, 2021									
	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	$ (51)	$ 246	$ -	$ 1	$ 5,112	$ -	$ 46,968	$ -	$ 7,400	$ 59,676
Member advances	791	-	-	-	-	-	-	202	-	993
Operating reserves	3,243	250	617	4,721	16,933	-	-	-	-	25,764
Current portion of long-term debt	4,760	22,855	4,365	-	12,880	-	-	-	-	44,860
Accrued interest payable	97	5,194	246	-	1,085	-	-	-	-	6,622
TOTAL CURRENT LIABILITIES	8,840	28,545	5,228	4,722	36,010	-	46,968	202	7,400	137,915
NON-CURRENT LIABILITIES										
Net pension and OPEB liability	-	-	-	-	-	-	-	-	62,959	62,959
Operating reserves and other deposits	1,500	20,155	-	-	359	-	39,555	2,530	83,571	147,670
Interest rate swap liability	-	14,575	-	-	-	-	-	-	-	14,575
Asset retirement obligations	68,550	-	167	-	189	-	-	-	-	68,906
Long-term debt, net	6,785	209,733	10,604	-	293,655	-	-	-	-	520,777
TOTAL NON-CURRENT LIABILITIES	76,835	244,463	10,771	-	294,203	-	39,555	2,530	146,530	814,887
TOTAL LIABILITIES	85,675	273,008	15,999	4,722	330,213	-	86,523	2,732	153,930	952,802
DEFERRED INFLOWS OF RESOURCES										
Regulatory credits	37,661	2,849	733	2,114	42,992	-	-	307	6,401	93,057
Pension and OPEB deferrals	-	-	-	-	-	-	-	-	2,187	2,187
TOTAL DEFERRED INFLOWS OF RESOURCES	37,661	2,849	733	2,114	42,992	-	-	307	8,588	95,244
NET POSITION										
Net investment in capital assets	3,607	(14,893)	(3,442)	-	(10,859)	-	-	-	-	(25,587)
Restricted for debt service	2,391	16,985	1,863	-	11,649	-	-	-	-	32,888
Unrestricted	9,766	3,272	3,511	1,854	24,964	-	(24,175)	5,292	2,589	27,073
TOTAL NET POSITION	15,764	5,364	1,932	1,854	25,754	-	(24,175)	5,292	2,589	34,374
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	$ 139,100	$ 281,221	$ 18,664	$ 8,690	$ 398,959	$ -	$ 62,348	$ 8,331	$ 165,107	$ 1,082,420

OTHER FINANCIAL INFORMATION

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

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

For the Six Months Ended December 31, 2021

	GENERATING & TRANSMISSION RESOURCES									
	Geothermal	Hydroelectric	Multiple Capital Facilities	CT No. One	Lodi Energy Center	Transmission	Purchased Power & Transmission	Associated Member Services	Other Agency	Combined
OPERATING REVENUES										
Participants	$ 1,227	$ 16,167	$ 2,907	$ 2,018	$ 19,383	$ -	$ 204,717	$ 10,186	$ 677	$ 257,282
Other Third-Party	27,782	14,055	1,760	2,273	78,034	-	121,976	1,231	-	247,111
TOTAL OPERATING REVENUES	29,009	30,222	4,667	4,291	97,417	-	326,693	11,417	677	504,393
OPERATING EXPENSES										
Purchased power	279	2,614	93	466	2,542	-	214,504	-	-	220,498
Operations	8,774	2,064	1,658	1,141	64,871	-	2,922	5,305	-	86,735
Transmission	268	825	10	43	469	-	121,458	2	-	123,075
Depreciation	1,896	4,850	1,110	150	7,073	-	-	26	88	15,193
Maintenance	5,118	3,316	210	1,580	2,211	-	-	47	-	12,482
Administrative and general	3,618	2,556	377	608	2,952	-	-	4,206	1,483	15,800
Intercompany (sales) purchases, net*	(409)	121	29	52	210	-	-	(3)	-	-
TOTAL OPERATING EXPENSES	19,544	16,346	3,487	4,040	80,328	-	338,884	9,583	1,571	473,783
NET OPERATING REVENUES	9,465	13,876	1,180	251	17,089	-	(12,191)	1,834	(894)	30,610
NON OPERATING (EXPENSES) REVENUES										
Interest expense	(228)	(6,819)	(34)	-	(6,714)	-	-	-	-	(13,795)
Interest income	88	87	9	16	122	-	255	21	(478)	120
Other	800	-	1,249	-	5,252	-	(926)	109	247	6,731
TOTAL NON OPERATING (EXPENSES) REVENUES	660	(6,732)	1,224	16	(1,340)	-	(671)	130	(231)	(6,944)
FUTURE RECOVERABLE AMOUNTS	(1,197)	(4,788)	(1,419)	-	(6,917)	-	-	-	-	(14,321)
REFUNDS TO PARTICIPANTS	378	(490)	484	(172)	461	-	(771)	(2,477)	(12)	(2,599)
INCREASE (DECREASE) IN NET POSITION	9,306	1,866	1,469	95	9,293	-	(13,633)	(513)	(1,137)	6,746
NET POSITION, Beginning of year	6,458	3,498	463	1,759	16,461	-	(10,542)	5,805	3,726	27,628
NET POSITION, Period ended	$ 15,764	$ 5,364	$ 1,932	$ 1,854	$ 25,754	$ -	$ (24,175)	$ 5,292	$ 2,589	$ 34,374

* Eliminated in Combination

NORTHERN CALIFORNIA POWER AGENCY & ASSOCIATED POWER CORPORATIONS
AGED ACCOUNTS RECEIVABLE
December 31, 2021

Status	Participant / Customer	Description	Amount
CURRENT			$ 5,377,770
PAST DUE:			
1 - 30	TANC	Payroll and processing fees	20,604
31 - 60			
61 - 90			
91 - 120			
Over 120 Days	Calpine Geysers	Effluent Adj (Mar'18 - Dec'19)	292,665
	PARTICIPANT and OTHER RECEIVABLES (net)		$ 5,691,039

NORTHERN CALIFORNIA POWER AGENCY
and ASSOCIATED POWER CORPORATIONS

Schedule of Disbursements
(Unaudited)

For the Month of December 2021

Operations:		
Geothermal	$	1,270,525
Hydroelectric		2,475,332
CT#1 Combustion Turbines		111,111
CT#2 STIG		447,938
Lodi Energy Center		12,278,298
NCPA Operating		40,685,487
Total	$	57,268,691

13

NCPA
NORTHERN CALIFORNIA POWER AGENCY

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: Treasurer's Report for Month Ended December 31, 2021

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

_____

_____

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission approve the Treasurer's Report for December 31, 2021.

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 $24,441,916 of which approximately $2,408 was applicable to Special and Reserve Fund Deposits, $16,597,542 to Debt Service and $7,841,966 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 $320,639,143 at month end. The current market value of the portfolio totaled $319,377,225.

The overall portfolio had a combined weighted average interest rate of 0.897% with a bond equivalent yield (yield to maturity) of 0.909%. Investments with a maturity greater than one year totaled $148,660,000. December maturities totaled $56 million and monthly receipts totaled $52 million. During the month $34 million was invested.

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

Interest Rates – During the month, rates on 90-day T-Bills remained unchanged at 0.06% and rates on one-year T-Bills increased 16 basis points from 0.21% to 0.37%.

To the best of my knowledge and belief, all securities held by NCPA as of December 31, 2021 are in compliance with NCPA's investment policy. There are adequate cash flow and investment maturities to meet next month's cash requirements.

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,

Marty Hand for

RANDY S. HOWARD
General Manager

Attachment: Treasurer's Report December 31, 2021

SR: 105:22

NORTHERN CALIFORNIA POWER AGENCY

TREASURER'S REPORT

DECEMBER 31, 2021

TABLE OF CONTENTS

	PAGE
CASH & INVESTMENT BALANCE	1
CASH ACTIVITY SUMMARY	2
INVESTMENT ACTIVITY SUMMARY	3
INTEREST RATE/YIELD ANALYSIS	4
INVESTMENT MATURITIES ANALYSIS	5
DETAIL REPORT OF INVESTMENTS	APPENDIX

Northern California Power Agency
Treasurer's Report
Cash & Investment Balance
December 31, 2021

	CASH	INVESTMENTS	TOTAL	PERCENT
NCPA FUNDS				
Operating	$ 3,353,027	$ 129,211,296	$ 132,564,323	38.42%
Special Deposits	4,488,096	-	4,488,096	1.30%
Construction	843	5,147,983	5,148,826	1.49%
Debt Service	16,597,542	22,796,363	39,393,905	11.42%
Special & Reserve	2,408	163,483,501	163,485,909	47.37%
	$ 24,441,916	$ 320,639,143	$ 345,081,059	100.00%

Portfolio Investments at Market Value	$ 319,377,225

NOTE A - Investment amounts shown at book carrying value.

Northern California Power Agency
Treasurer's Report
Cash Activity Summary
December 31, 2021

	RECEIPTS			EXPENDITURES			CASH
	OPS/CONSTR	INTEREST (NOTE B)	INVESTMENTS (NOTE A)	OPS/CONSTR	INVESTMENTS (NOTE B)	INTER-COMPANY/ FUND TRANSFERS	INCREASE / (DECREASE)
CPA FUNDS							
Operating	$ 51,336,823	$ 57,476	$ 10,097,903	$ (32,765,621)	$ (7,855,576)	$ (25,715,031)	$ (4,844,026)
Special Deposits	660,749	-	-	(20,358,455)	-	19,691,959	(5,747)
Construction	-	-	-	-	-	-	-
Debt Service	-	8	37,466,607	(9,629,540)	(15,633,447)	4,139,960	16,343,588
Special & Reserve	-	265,024	8,259,456	-	(10,407,592)	1,883,112	-
	$ 51,997,572	$ 322,508	$ 55,823,966	$ (62,753,616)	$ (33,896,615)	$ -	$ 11,493,815

OTE A -Investment amounts shown at book carrying value.

OTE B -Net of accrued interest purchased on investments.

Northern California Power Agency
Treasurer's Report
Investment Activity Summary
December 31, 2021

	PURCHASED	SOLD OR MATURED	(NON-CASH) DISC/(PREM) AMORT	(NON-CASH) GAIN/(LOSS) ON SALE	INVESTMENTS TRANSFERS	INVESTMENTS INCREASE / (DECREASE)
NCPA FUNDS						
Operating	$ 7,855,576	$ (10,097,903)	$ 4,036	$ (74,650)	$ -	$ (2,312,941)
Special Deposits	-	-	-	-	-	-
Construction	-	-	177	-	-	177
Debt Service	15,633,447	(37,466,607)	1,630	(47)	-	(21,831,577)
Special & Reserve	10,407,592	(8,259,456)	(18,967)	(123,392)	-	2,005,777
	$ 33,896,615	$ (55,823,966)	$ (13,124)	$ (198,089)	$ -	$ (22,138,564)

Less Non- Cash Activity	
Disc/(Prem) Amortization & Gain/(Loss) on Sale	211,213
Net Change in Investment --Before Non-Cash Activity	$ (21,927,351)

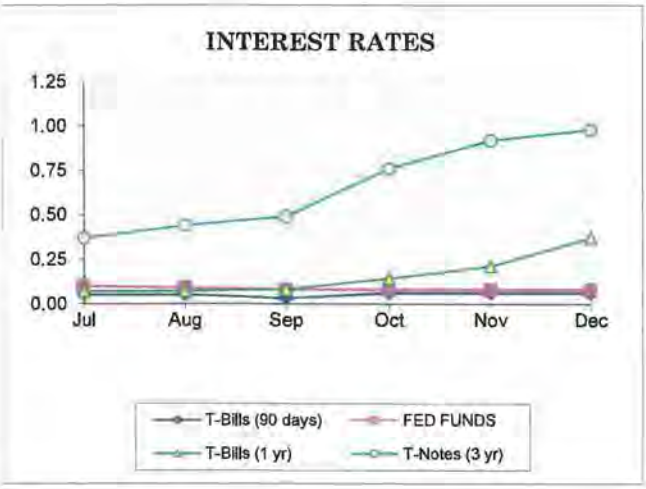
NOTE A -Investment amounts shown at book carrying value.

Northern California Power Agency
Interest Rate/Yield Analysis
December 31, 2021

	WEIGHTED AVERAGE INTEREST RATE	BOND EQUIVALENT YIELD
OVERALL COMBINED	**0.897%**	**0.909%**
OPERATING FUNDS:	**0.981%**	**0.921%**
PROJECTS:		
Geothermal	1.383%	1.274%
Capital Facilities	0.073%	0.074%
Hydroelectric	0.855%	0.864%
Lodi Energy Center	0.707%	0.636%

KEY INTEREST RATES

	CURRENT	PRIOR YEAR
Fed Fds (Overnight)	0.08%	0.09%
T-Bills (90da.)	0.06%	0.09%
Agency Disc (90da.)	0.11%	0.11%
T-Bills (1yr.)	0.37%	0.09%
Agency Disc (1yr.)	0.19%	0.11%
T-Notes (3yr.)	0.98%	0.18%

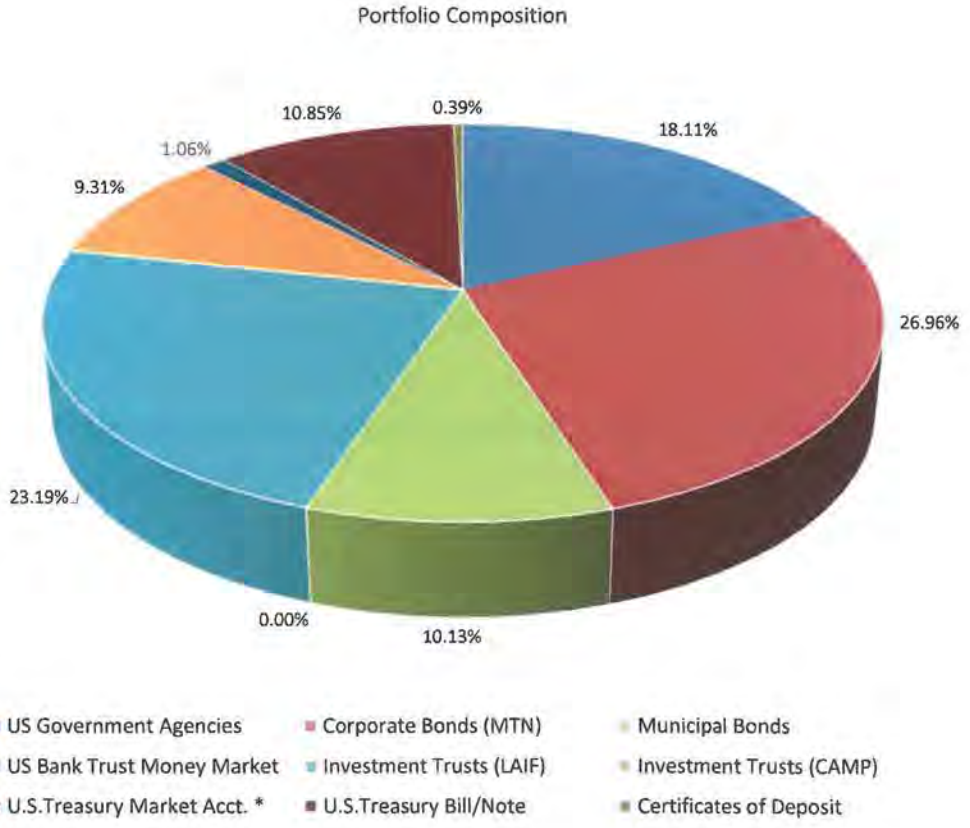


Northern California Power Agency
Total Portfolio
Investment Maturities Analysis
December 31, 2021

Type	0-7 Days	8-90 Days	91-180 Days	181-270 Days	271-365 Days	1-5 Years	6-10 Years	Total	Percent
US Government Agencies	$ -	$ 3,928	$ 7,675	$ -	$ -	$ 42,370	$ 4,572	$ 58,545	18.11%
Corporate Bonds (MTN)	-	5,450	7,605	1,500	3,150	69,453	-	87,158	26.96%
Municipal Bonds	-	-	1,000	-	-	30,045	1,720	32,765	10.13%
US Bank Trust Money Market	5	-	-	-	-	-	-	5	0.00%
Investment Trusts (LAIF)	74,965	-	-	-	-	-	-	74,965	23.19%
Investment Trusts (CAMP)	30,097	-	-	-	-	-	-	30,097	9.31%
U.S.Treasury Market Acct. *	3,419	-	-	-	-	-	-	3,419	1.06%
U.S.Treasury Bill/Note	8,010	1,857	23,537	1,687	-	-	-	35,091	10.85%
Certificates of Deposit	10	-	-	750	-	500	-	1,260	0.39%
Total Dollars	$ 116,506	$11,235	$39,817	$3,937	$ 3,150	$142,368	$6,292	$ 323,305	100.00%
Total Percents	36.02%	3.48%	12.32%	1.22%	0.97%	44.04%	1.95%	100.00%	

Investments are shown at Face Value, in thousands.

*** The cash balance held at US 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. Cash held by US Bank is invested nightly in fully collateralized U.S. Treasury Securities.**



NORTHERN CALIFORNIA POWER AGENCY

Detail Report Of Investments

APPENDIX

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

NCPA

Northern California Power Agency

Treasurer's Report

12/31/2021

)perating

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond' Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
ocal Agency Investm	LAIF	29,272,217	0.238		29,272,217		1	0.238	29,272,217	SYS70000	70000	29,272,217
irst American Govt.	USBGC	3	0.002		3		1	0.002	3	SYS70014	70014	3
S Bank	USB	3,353,027	0.001		3,353,027		1	0.001	3,353,027	SYS70050	70050	3,353,027
alifornia Asset Mgm	CMP	30,096,472	0.050	10/19/2018	30,096,472		1	0.050	30,096,472	SYS70070	70070	30,096,472
S Bank	USB	10,000	0.050	10/07/2021	10,000	01/07/2022	6	0.050	10,000	SYS30327	30327	10,000
rocter & Gamble	USBGC	1,000,000	2.300	09/20/2018	975,770	02/06/2022	36	3.060	1,001,900	742718DY2	26673	999,303
ohnson & Johnson	USBGC	1,000,000	2.250	09/20/2018	976,140	03/03/2022	61	2.982	1,001,700	478160CD4	26671	998,810
D Ameritrade	USBGC	500,000	2.950	05/15/2018	493,385	04/01/2022	90	3.315	500,970	87236YAE8	26601	499,574
epsiCo Inc.	USBGC	500,000	2.250	03/21/2018	487,005	05/02/2022	121	2.924	502,330	713448DT2	26557	498,938
pple Inc.	USBGC	1,123,337	2.300	02/01/2018	1,121,966	05/11/2022	130	2.329	1,129,066	037833CQ1	26525	1,123,221
merican Honda Finan	USBGC	500,000	2.600	06/12/2018	488,550	11/16/2022	319	3.157	508,630	02665WCA7	26614	497,737
hevron Corp.	USBGC	500,000	2.355	03/21/2018	485,760	12/05/2022	338	3.008	506,330	166764AB6	26555	497,192
isa Inc.	USBGC	400,000	2.800	08/03/2018	394,552	12/14/2022	347	3.135	407,384	92826CAC6	26647	398,811
oyota Motor Credit	USBGC	1,000,000	2.700	08/03/2018	974,760	01/11/2023	375	3.315	1,022,460	89236TEL5	26645	994,156
xxon Mobil Corporat	USBGC	1,000,000	2.726	08/03/2018	985,450	03/01/2023	424	3.068	1,019,660	30231GAR3	26648	996,292
ohn Deere Capital C	USBGC	500,000	2.800	06/12/2018	489,875	03/06/2023	429	3.264	512,330	24422ETG4	26613	497,475
erkshire Hathaway I	USBGC	500,000	2.750	03/21/2018	492,280	03/15/2023	438	3.086	510,520	084670BR8	26554	498,132
nited Parcel Servic	USBGC	500,000	2.500	05/15/2018	483,225	04/01/2023	455	3.248	509,940	911312BK1	26600	495,701
nited Parcel Servic	USBGC	500,000	2.500	09/21/2018	483,120	04/01/2023	455	3.308	509,940	911312BK1	26677	495,340
Valmart, Inc.	USBGC	500,000	2.550	07/31/2019	507,870	04/11/2023	465	2.104	510,980	931142DH3	26848	502,722
ank of NY Mellon Co	USBGC	500,000	3.500	05/15/2018	501,265	04/28/2023	482	3.443	517,760	06406RAG2	26602	500,338
ershey Company	USBGC	500,000	3.375	06/12/2018	503,125	05/15/2023	499	3.236	517,430	427866AZ1	26615	500,871
ommonwealth of Mass	USBGC	500,000	0.508	07/09/2020	500,000	07/01/2023	546	0.507	498,090	57582RF84	27029	500,000
S Bank	USBGC	1,000,000	3.400	08/03/2018	1,000,000	07/24/2023	569	3.399	1,039,770	90331HNV1	26646	1,000,000
licrosoft Corp.	USBGC	1,000,000	2.000	09/20/2018	947,350	08/08/2023	584	3.172	1,018,960	594918BQ6	26672	982,720
P Morgan	USBGC	500,000	3.875	02/15/2019	514,550	02/01/2024	761	3.561	529,315	46625HJT8	26760	506,110
ast Side Union High	USBGC	500,000	0.820	10/29/2020	500,000	08/01/2024	943	0.878	495,790	275282PR6	27105	500,000
A St Dept of Wtr Re	USBGC	600,000	0.560	08/06/2020	600,000	12/01/2024	1,065	0.584	590,502	13067WRB0	27055	600,000
S Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,122	1.846	522,255	90331HMS9	26947	513,939
tate of Louisiana	USBGC	260,000	0.697	02/25/2021	260,000	06/15/2025	1,261	0.730	255,211	546486BV2	27178	260,000
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,277	0.629	487,395	592112UB0	27173	500,000
ity of Phoenix AZ	USBGC	500,000	0.959	08/25/2020	500,000	07/01/2025	1,277	0.990	494,680	71884AF20	27058	500,000
Visconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,277	0.787	490,520	977123X78	27041	500,000
ast Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,308	0.992	984,510	275282PS4	27106	1,000,000
ederal National Mtg	USBGC	1,000,000	0.650	12/21/2020	1,005,200	11/18/2025	1,417	0.542	981,000	3135GA4P3	27137	1,004,111
P Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,451	0.825	236,220	48128GY53	27138	250,000
oyota Motor Credit	USBGC	500,000	0.700	01/21/2021	500,000	01/20/2026	1,480	0.699	480,095	89236THY4	27149	500,000
ederal Home Loan Ba	USBGC	375,000	0.500	02/25/2021	375,000	02/25/2026	1,516	0.500	367,031	3130AKXX9	27179	375,000
ederal Farm Credit	USBGC	1,100,000	0.800	03/09/2021	1,100,000	03/09/2026	1,528	0.800	1,084,435	3133EMSU7	27200	1,100,000
nited Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,595	1.079	494,590	91324PEC2	27230	501,487

Northern California Power Agency

Treasurer's Report

12/31/2021

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
ank of America Corp	USBGC	1,700,000	1.250	05/28/2021	1,700,000	05/28/2026	1,608	1.250	1,636,233	06048WM31	27225	1,700,000
lel Govt Nashville &	UBOC	250,000	1.181	10/14/2021	250,000	07/01/2026	1,642	1.181	246,363	592098X77	27291	250,000
an Diego CA Unif Sc	USBGC	250,000	1.201	10/21/2021	250,000	07/01/2026	1,642	1.201	247,008	797356DF6	27298	250,000
lassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,657	1.050	489,895	57629WDE7	27247	503,308
ounty of Bexar TX	USBGC	100,000	1.272	09/23/2021	100,000	08/15/2026	1,687	1.272	97,876	088518NV3	27273	100,000
ederal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,689	0.875	490,960	3130ANGX2	27252	500,000
P Morgan	USBGC	1,000,000	1.150	08/17/2021	1,000,000	08/17/2026	1,689	1.150	974,600	48128G4R8	27251	1,000,000
ank of America Corp	USBGC	750,000	1.250	08/26/2021	750,000	08/26/2026	1,698	1.250	726,000	06048WN22	27255	750,000
aterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,717	1.227	492,505	14913R2Q9	27288	498,246
ohn Deere Capital C	USBGC	500,000	2.250	10/14/2021	524,355	09/14/2026	1,717	1.225	515,475	24422EVB2	27294	523,295
ederal Home Loan Ba	USBGC	630,000	0.900	09/28/2021	630,000	09/28/2026	1,731	0.900	619,599	3130ANXS4	27276	630,000
eliance Standard Li	USBGC	1,500,000	1.512	10/14/2021	1,491,180	09/28/2026	1,731	1.635	1,472,910	75951AAQ1	27292	1,491,561
aypal Holdings Inc.	USBGC	500,000	2.650	10/14/2021	533,315	10/01/2026	1,734	1.260	524,875	70450YAD5	27293	531,879
SMC Arizona Corp.	USBGC	1,525,000	1.750	12/08/2021	1,537,993	10/25/2026	1,758	1.567	1,525,686	872898AA9	27330	1,537,823
ublic Storage	USBGC	1,910,000	1.500	12/08/2021	1,912,216	11/09/2026	1,773	1.475	1,905,282	74460DAG4	27336	1,912,187
ederal Home Loan Ba	USBGC	50,000	0.800	12/29/2021	50,000	12/29/2026	1,823	1.509	49,982	3130AQER0	27342	50,000
	Fund Total and Average	**$ 97,005,056**	0.717		**$ 96,882,971**		**379**	**0.755**	**$ 96,986,667**			**$ 97,047,998**

IPP GHG Auction Acct

ocal Agency Investm		1,179,707	0.238		1,179,707		1	0.238	1,179,707	SYS70045	70045	1,179,707
	Fund Total and Average	**$ 1,179,707**	0.238		**$ 1,179,707**		**1**	**0.238**	**$ 1,179,707**			**$ 1,179,707**

CPA Balancing Account

ocal Agency Investm	LAIF	14,533,261	0.238		14,533,261		1	0.238	14,533,261	SYS70022	70022	14,533,261
irst American Govt.	USBGC	0	0.002		0		1	0.002	0	SYS70023	70023	0
licrosoft Corp.	USBGC	500,000	2.375	04/04/2018	492,295	02/12/2022	42	2.798	500,205	594918BA1	26574	499,772
D Ameritrade	USBGC	500,000	2.950	04/03/2018	497,200	04/01/2022	90	3.100	500,970	87236YAE8	26571	499,825
ome Depot Inc.	USBGC	500,000	2.625	04/04/2018	494,290	06/01/2022	151	2.918	503,840	437076BG6	26572	499,428
ublic Storage	USBGC	500,000	2.370	04/04/2018	483,705	09/15/2022	257	3.161	505,950	74460DAB5	26573	497,415
isa Inc.	USBGC	250,000	2.800	07/24/2018	246,975	12/14/2022	347	3.096	254,615	92826CAC6	26632	249,343
itel Corp	USBGC	500,000	2.700	06/22/2018	492,300	12/15/2022	348	3.070	510,340	458140AM2	26625	498,358
oyota Motor Credit	USBGC	550,000	2.625	05/09/2018	536,294	01/10/2023	374	3.203	561,160	89233P7F7	26598	546,991
isco Systems Inc.	USBGC	500,000	2.600	06/22/2018	487,655	02/28/2023	423	3.170	511,275	17275RBE1	26624	496,947
erkshire Hathaway I	USBGC	500,000	2.750	05/09/2018	490,280	03/15/2023	438	3.185	510,520	084670BR8	26596	497,584
nited Parcel Servic	USBGC	500,000	2.500	06/22/2018	484,780	04/01/2023	455	3.191	509,940	911312BK1	26627	496,016
ike Inc	USBGC	500,000	2.250	05/09/2018	480,350	05/01/2023	485	3.108	509,160	654106AC7	26597	494,737
imon Property Group	USBGC	500,000	2.750	07/24/2018	484,725	06/01/2023	516	3.438	511,110	828807DD6	26631	495,541
fizer Inc	USBGC	500,000	3.000	06/22/2018	496,550	06/15/2023	530	3.150	517,425	717081DH3	26626	498,992
lemphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,186	0.600	525,610	586145F74	27113	537,803

Northern California Power Agency

Treasurer's Report

12/31/2021

CPA Balancing Account

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond' Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
tate of Wisconsin	USBGC	400,000	0.650	03/17/2021	400,000	05/01/2025	1,216	0.649	393,456	97705MUK9	27202	400,000
alifornia St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,247	0.952	493,595	13032UXM5	27110	500,000
ity of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,277	0.932	494,260	059231X39	27125	500,000
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,277	0.610	487,395	592112UB0	27174	500,000
ederal Farm Credit	USBGC	2,045,000	0.530	09/29/2020	2,045,000	09/29/2025	1,367	0.530	1,991,278	3133EMBJ0	27077	2,045,000
ederal Farm Credit	USBGC	2,050,000	0.530	09/29/2020	2,050,000	09/29/2025	1,367	0.530	1,999,509	3133EMBH4	27078	2,050,000
pple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,499	0.699	489,790	037833EB2	27168	500,000
ederal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,503	0.530	488,575	3130AKWA0	27164	499,794
P Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,508	0.500	964,060	46632FRV9	27171	1,000,000
ederal Home Loan Ba	USBGC	125,000	0.500	02/25/2021	125,000	02/25/2026	1,516	0.500	122,344	3130AKXX9	27180	125,000
ederal Home Loan Ba	USBGC	1,000,000	0.630	02/26/2021	1,000,000	02/26/2026	1,517	0.630	980,490	3130ALB94	27195	1,000,000
ederal Farm Credit	USBGC	1,650,000	0.800	03/09/2021	1,650,000	03/09/2026	1,528	0.800	1,626,653	3133EMSU7	27201	1,650,000
ank of America Corp	USBGC	500,000	1.200	06/28/2021	500,000	06/25/2026	1,636	1.199	472,670	06048WM64	27227	500,000
lassMutual Global Fu	USBGC	500,000	1.200	08/02/2021	503,610	07/16/2026	1,657	1.050	489,895	57629WDE7	27248	503,308
ank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,698	1.250	48,400	06048WN22	27256	50,000
SMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,758	1.567	200,090	872898AA9	27331	201,682
ublic Storage	USBGC	275,000	1.500	11/19/2021	274,095	11/09/2026	1,773	1.569	274,321	74460DAG4	27311	274,116
ublic Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,773	1.475	249,383	74460DAG4	27337	250,286
ederal Home Loan Ba	USBGC	100,000	0.800	12/29/2021	100,000	12/29/2026	1,823	1.509	99,964	3130AQER0	27343	100,000
	Fund Total and Average	**$ 33,978,261**	0.906		**$ 33,900,504**		**624**	**0.960**	**$ 33,831,509**			**$ 33,990,999**

ieneral Operating Reserve

ocal Agency Investm	LAIF	21,373,090	0.238		21,373,090		1	0.238	21,373,090	SYS70000	70002	21,373,090
irst American Govt.	USBGC	12,389	0.002		12,389		1	0.002	12,389	SYS70019	70019	12,389
S Bank	USB	0	0.000	07/01/2021	0		1	0.000	0	SYS70051	70051	0
alifornia Asset Mgm	CMP	513	0.050	12/14/2018	513		1	0.050	513	SYS70071	70071	513
licrosoft Corp.	USBGC	400,000	2.375	04/26/2018	391,480	02/12/2022	42	2.972	400,164	594918BA1	26578	399,744
D Ameritrade	USBGC	500,000	2.950	04/26/2018	492,950	04/01/2022	90	3.335	500,970	87236YAE8	26582	499,552
pple Inc.	USBGC	4,025,452	2.300	02/01/2018	4,020,538	05/11/2022	130	2.329	4,045,982	037833CQ1	26524	4,025,037
ederal Home Loan Ba	USBGC	3,575,000	2.125	08/28/2017	3,634,560	06/10/2022	160	1.760	3,604,458	313379Q69	26467	3,580,499
epsiCo Inc.	USBGC	500,000	3.100	04/26/2018	500,310	07/17/2022	197	3.083	505,115	713448CX4	26580	500,040
isa Inc.	USBGC	500,000	2.800	04/26/2018	492,600	12/14/2022	347	3.145	509,230	92826CAC6	26584	498,478
S Bank, N.A.	USBGC	750,000	2.850	01/30/2019	741,900	01/23/2023	387	3.140	765,975	90331HNL3	26737	747,841
ank of NY Mellon Co	USBGC	500,000	2.950	04/26/2018	491,790	01/29/2023	393	3.325	511,035	06406RAE7	26575	498,140
raxair Inc	USBGC	500,000	2.700	04/26/2018	488,350	02/21/2023	416	3.225	508,660	74005PBF0	26581	497,247
erkshire Hathaway I	USBGC	500,000	2.750	04/26/2018	488,920	03/15/2023	438	3.243	510,520	084670BR8	26576	497,266
nited Parcel Servic	USBGC	500,000	2.500	04/26/2018	483,135	04/01/2023	455	3.245	509,940	911312BK1	26583	495,724
hevron Corp.	USBGC	750,000	2.566	01/30/2019	738,750	05/16/2023	500	2.939	766,208	166764BK5	26740	746,398
rizona Board of Reg	USBGC	1,785,000	2.011	04/17/2020	1,818,897	06/01/2023	516	1.387	1,817,808	040484VN4	26984	1,800,380
hevron Corp.	USBGC	500,000	3.191	02/07/2019	507,025	06/24/2023	539	2.847	514,810	166764AH3	26755	502,374
Valmart, Inc.	USBGC	500,000	3.400	02/07/2019	510,960	06/26/2023	541	2.864	520,105	931142EK5	26758	503,713

Northern California Power Agency

Treasurer's Report

12/31/2021

;eneral Operating Reserve

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
lontgomery Water Wor	USBGC	2,145,000	1.799	04/17/2020	2,200,234	09/01/2023	608	1.020	2,179,706	613105KV6	26985	2,172,298
fizer Inc	USBGC	500,000	3.200	01/30/2019	506,250	09/15/2023	622	2.908	519,460	717081EN9	26738	502,305
onolulu City and Co	USBGC	1,770,000	2.141	04/17/2020	1,837,189	10/01/2023	638	1.020	1,810,905	4386705V9	26983	1,804,027
itibank NA	USBGC	500,000	3.650	02/07/2019	507,490	01/23/2024	752	3.319	525,940	17325FAS7	26756	503,112
P Morgan	USBGC	500,000	3.875	02/07/2019	515,120	02/01/2024	761	3.535	529,315	46625HJT8	26757	506,321
S Bank, N.A.	USBGC	440,000	3.375	10/31/2019	462,862	02/05/2024	765	2.093	461,234	91159HHV5	26906	451,237
P Morgan	USBGC	1,000,000	1.514	05/27/2020	1,006,120	06/01/2024	882	1.356	1,007,590	46647PBQ8	27007	1,003,687
ast Side Union High	USBGC	565,000	0.820	10/29/2020	565,000	08/01/2024	943	0.820	560,243	275282PR6	27107	565,000
onolulu City and Co	USBGC	1,500,000	1.832	04/13/2020	1,522,710	08/01/2024	943	1.058	1,528,845	438687KT1	26980	1,513,644
alifornia State Uni	USBGC	250,000	0.685	09/17/2020	250,000	11/01/2024	1,035	0.665	247,345	13077DMK5	27072	250,000
ederal Home Loan Ba	USBGC	1,820,000	2.750	03/25/2020	1,981,288	12/13/2024	1,077	0.830	1,913,766	3130A3GE8	26962	1,920,876
S Bank, N.A.	USBGC	500,000	2.800	02/07/2020	522,560	01/27/2025	1,122	1.846	522,255	90331HMS9	26951	513,939
/ W Grainger Inc.	USBGC	500,000	1.850	04/30/2020	516,000	02/15/2025	1,141	1.161	509,330	384802AE4	27000	510,426
/ W Grainger Inc.	USBGC	500,000	1.850	05/21/2020	514,500	02/15/2025	1,141	1.217	509,330	384802AE4	27005	509,565
lemphis Center City	USBGC	500,000	2.948	11/23/2020	550,395	04/01/2025	1,186	0.600	525,610	586145F74	27114	537,603
ulsa County OK Ind.	USBGC	1,000,000	1.500	05/26/2020	1,016,450	04/01/2025	1,186	1.038	1,007,020	899559QD3	27006	1,011,030
ity of Huntsville A	USBGC	515,000	2.750	11/06/2020	560,351	05/01/2025	1,216	0.750	541,924	447025A56	27112	548,697
oneywell Internatio	USBGC	1,000,000	1.350	06/03/2020	1,023,560	06/01/2025	1,247	0.866	1,004,040	438516CB0	27008	1,016,117
ounty of Jasper IA	USBGC	420,000	2.350	06/11/2020	443,558	06/01/2025	1,247	1.299	429,740	471376FJ7	27011	436,188
recision Castparts	USBGC	1,500,000	3.250	06/25/2020	1,667,985	06/15/2025	1,261	1.033	1,590,165	740189AM7	27017	1,616,745
P Morgan	USBGC	750,000	1.050	06/23/2020	750,000	06/23/2025	1,269	1.050	726,068	48128GU40	27024	750,000
ity of Baltimore	USBGC	500,000	0.845	12/02/2020	500,000	07/01/2025	1,277	0.845	494,260	059231X39	27126	500,000
/isconsin Dept Trans	USBGC	500,000	0.774	07/30/2020	500,000	07/01/2025	1,277	0.774	490,520	977123X78	27042	500,000
ast Side Union High	USBGC	815,000	0.940	10/29/2020	815,000	08/01/2025	1,308	0.940	802,376	275282PS4	27108	815,000
ederal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,325	0.600	979,850	3136G4G72	27056	1,000,000
ederal Agricultural	USBGC	1,000,000	0.570	09/17/2020	1,000,000	09/17/2025	1,355	0.570	978,760	31422BV23	27071	1,000,000
ederal Farm Credit	USBGC	2,000,000	0.530	09/29/2020	2,000,000	09/29/2025	1,367	0.530	1,950,740	3133EMBH4	27079	2,000,000
ederal Farm Credit	USBGC	1,720,000	0.530	09/29/2020	1,720,000	09/29/2025	1,367	0.530	1,674,816	3133EMBJ0	27080	1,720,000
ederal Home Loan Ba	USBGC	1,000,000	0.520	09/29/2020	1,000,000	09/29/2025	1,367	0.520	981,560	3130AKAZ9	27081	1,000,000
ederal Home Loan Mt	USBGC	500,000	0.540	10/27/2020	500,000	10/27/2025	1,395	0.540	488,385	3134GW4Z6	27104	500,000
ank of America Corp	USBGC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,424	0.798	957,100	06048WK41	27122	1,000,000
ederal Farm Credit	USBGC	500,000	0.560	12/01/2020	500,000	12/01/2025	1,430	0.560	487,005	3133EMJC7	27124	500,000
iuardian Life	USBGC	1,520,000	0.875	05/05/2021	1,507,384	12/10/2025	1,439	1.060	1,480,206	40139LBC6	27223	1,509,183
P Morgan	USBGC	250,000	0.825	12/22/2020	250,000	12/22/2025	1,451	0.825	236,220	48128GY53	27139	250,000
ederal National Mtg	USBGC	500,000	0.640	12/30/2020	501,000	12/30/2025	1,459	0.599	486,550	3135G06Q1	27141	500,799
pple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,499	0.699	489,790	037833EB2	27169	500,000
P Morgan	USBGC	1,000,000	0.500	02/17/2021	1,000,000	02/17/2026	1,508	0.500	964,060	46632FRV9	27172	1,000,000
harles Schwab Corp	USBGC	630,000	0.900	04/30/2021	625,407	03/11/2026	1,530	1.054	614,389	808513BF1	27220	626,039
ederal Home Loan Ba	USBGC	1,000,000	0.790	03/25/2021	997,500	03/16/2026	1,535	0.841	985,100	3130ALEL4	27203	997,885
ederal Home Loan Ba	USBGC	1,000,000	1.010	03/30/2021	1,000,000	03/30/2026	1,549	1.010	990,990	3130ALTT1	27213	1,000,000
iregon State Dept o	USBGC	500,000	1.119	04/27/2021	500,000	04/01/2026	1,551	1.119	494,135	68607V2Q7	27216	500,000
ederal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,571	1.084	497,195	3130ALXR0	27215	500,000

Northern California Power Agency

Treasurer's Report

12/31/2021

ieneral Operating Reserve

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
nited Health Group	USBGC	550,000	1.150	06/28/2021	551,826	05/15/2026	1,595	1.079	544,049	91324PEC2	27232	551,636
ank of America Corp	USBGC	1,108,000	1.250	05/28/2021	1,108,000	05/28/2026	1,608	1.250	1,066,439	06048WM31	27226	1,108,000
ank of America Corp	USBGC	1,250,000	1.200	06/28/2021	1,250,000	06/25/2026	1,636	1.199	1,181,675	06048WM64	27228	1,250,000
tate University of	USBGC	370,000	1.591	12/02/2021	370,000	07/01/2026	1,642	1.590	368,624	65000BGU6	27329	370,000
lassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,657	1.050	979,790	57629WDE7	27249	1,006,617
ohn Deere Capital C	USBGC	100,000	1.300	10/18/2021	100,313	10/13/2026	1,746	1.235	98,990	24422EVW6	27297	100,300
SMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,758	1.567	850,383	872898AA9	27333	857,147
ublic Storage	USBGC	1,585,000	1.500	11/15/2021	1,585,745	11/09/2026	1,773	1.490	1,581,085	74460DAG4	27308	1,585,726
ublic Storage	USBGC	365,000	1.500	11/19/2021	363,799	11/09/2026	1,773	1.589	364,098	74460DAG4	27312	363,827
ublic Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,773	1.475	1,061,372	74460DAG4	27339	1,065,218
P Morgan	USBGC	1,200,000	1.500	11/30/2021	1,200,000	11/30/2026	1,794	1.500	1,196,544	48130UZH1	27313	1,200,000
ederal Home Loan Ba	USBGC	150,000	0.800	12/29/2021	150,000	12/29/2026	1,823	1.509	149,946	3130AQER0	27345	150,000
	Fund Total and Average	**$ 82,873,444**	1.329		**$ 83,633,449**		**773**	**1.108**	**$ 82,993,805**			**$ 83,348,619**
	GRAND TOTALS:	**$ 215,036,468**	0.981		**$ 215,596,631**		**568**	**0.921**	**$ 214,991,688.**			**$ 215,567,323**

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

rrent Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2021

allable Dates:

v #		
3646	USB	6/23/2023
3848	WMT	1/11/2023
3906	USBANK	1/5/2024
3947	USBANK	Anytime starting 12/27/2024
3951	USBANK	Anytime starting 12/27/2024
3980	HON	Anytime
3983	HON	Anytime
3984	AZSHGR	Anytime
7007	JPM	6/1/2023 and then starting on 5/1/2024
7011	JAS	6/1/2024
7024	JPM	Quarterly starting 6/23/2024
7029	MAS	Anytime
7041	WISTRN	Anytime
7042	WISTRN	Anytime
7055	CASWTR	Anytime
7056	FNMA	Quarterly starting 8/18/2022
7058	PHOGEN	Anytime
7071	FAMC	Semi-annually
7072	CASHGR	Anytime
7077	FFCB	Anytime
7078	FFCB	Anytime
7079	FFCB	Anytime

Inv #		
27080	FFCB	Anytime
27081	FHLB	Anytime
27104	FHLMC	Annually starting 10/27/2022
27110	CASMED	Anytime
27113	MEMGEN	Anytime
27114	MEMGEN	Anytime
27124	FFCB	Anytime starting 12/1/2022
27125	BALGEN	Anytime
27126	BALGEN	Anytime
27137	FNMA	Annually starting 11/18/2022
27138	JPM	Quarterly starting 12/22/2023
27139	JPM	Quarterly starting 12/22/2023
27141	FNMA	Quarterly
27149	TOY	1/20/2025 and 7/20/2025
27164	FHLB	Anytime
27168	APPL	Anytime starting 1/8/2026
27169	APPL	Anytime starting 1/8/2026
27171	JPM	Quarterly starting 2/17/2023
27172	JPM	Quarterly starting 2/17/2023
27178	LOUIS	Anytime
27179	FHLB	2/25/2022
27180	FHLB	2/25/2022

Inv #		
27195	FHLB	Quarterly
27200	FFCB	Anytime starting 3/9/2023
27201	FFCB	Anytime starting 3/9/2023
27202	WIS	Anytime
27203	FHLB	Quarterly
27213	FHLB	Quarterly
27215	FHLB	4/21/2023 only
27216	ORSGEN	Anytime
27220	SCHW	2/11/2026
27225	BAC	Semi-annually starting 05/28/2022
27226	BAC	Semi-annually starting 05/28/2022
27227	BAC	Semi-annually starting 06/25/2022
27228	BAC	Semi-annually starting 06/25/2022
27251	JPM	Annually starting 8/17/2023
27252	FHLB	Quarterly starting 8/17/2022
27255	BAC	Semi-annually starting 08/26/2022
27256	BAC	Semi-annually starting 08/26/2022
27276	FHLB	Callable quarterly starting 9/28/2022
27313	JPM	Callable quarterly starting 11/30/2022
27329	NYSHGR	Anytime
27342	FHLB	12/29/2023 only
27343	FHLB	12/29/2023 only
27345	FHLB	12/29/2023 only

NCPA

Northern California Power Agency
Treasurer's Report
12/31/2021

iEO 2012 Construction Fund

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
.S. Treasury	USBGC	912,000	0.040	10/15/2021	911,918	01/04/2022	3	0.040	912,000	912796Q51	27295	911,997
	Fund Total and Average	**$ 912,000**	0.040		**$ 911,918**		**3**	**0.041**	**$ 912,000**			**$ 911,997**

ieo 2016A Debt Service

.S. Treasury	USBT	289,000	0.000	09/28/2021	288,984	01/04/2022	3	0.020	289,000	912796Q51	27278	289,000
.S. Treasury	USBT	289,000	0.080	11/30/2021	288,873	06/16/2022	166	0.081	288,827	912796J42	27314	288,893
.S. Treasury	USBT	289,000	0.200	12/30/2021	288,708	06/30/2022	180	0.202	288,737	912796R50	27351	288,711
	Fund Total and Average	**$ 867,000**	0.093		**$ 866,565**		**116**	**0.101**	**$ 866,564**			**$ 866,604**

ieothermal Special Reserve

irst American Govt.	USBGC	5,000	0.002		5,000		1	0.002	5,000	SYS70015	70015	5,000
ederal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,406	0.460	1,458,642	3135G06G3	27167	1,497,278
	Fund Total and Average	**$ 1,500,000**	0.498		**$ 1,502,796**		**1401**	**0.458**	**$ 1,463,642**			**$ 1,502,278**

ieo Decommissioning Reserve

ocal Agency Investm	LAIF	417,546	0.238		417,546		1	0.238	417,546	SYS70027	70027	417,546
irst American Govt.	USBGC	1,305	0.002		1,305		1	0.002	1,305	SYS70034	70034	1,305
pple Inc.	USBGC	861,211	2.300	11/29/2017	860,117	05/11/2022	130	2.329	865,603	037833CQ1	26499	861,122
niversity of Califo	USBGC	1,000,000	2.312	04/30/2020	1,024,800	05/15/2022	134	1.080	1,007,490	91412G2T1	27001	1,004,521
Vells Fargo Bank	USBGC	250,000	3.150	08/30/2018	250,000	08/30/2022	241	3.154	254,790	949763TL0A	30311	250,000
reat North Bank	USBGC	250,000	3.050	08/31/2018	250,000	08/31/2022	242	3.051	254,623	39103QAF3A	30310	250,000
iscover Bank	USBGC	250,000	3.150	09/06/2018	250,000	09/06/2022	248	3.152	254,860	254673TM8A	30313	250,000
ohn Deere Capital C	USBGC	750,000	2.800	03/15/2018	739,748	01/27/2023	391	3.104	766,665	24422ERT8	26550	747,741
ank of NY Mellon Co	USBGC	750,000	2.950	03/15/2018	740,610	01/29/2023	393	3.229	766,553	06406RAE7	26549	747,923
rook County School	USBGC	355,000	1.563	05/07/2020	356,211	06/15/2023	530	1.450	358,010	227183DH0	27003	355,567
olano County CCD	USBGC	385,000	5.500	04/09/2020	434,938	08/01/2023	577	1.471	413,794	83412PCN0	26978	408,880
nerbank USA	USBGC	250,000	3.200	08/30/2018	250,000	08/30/2023	606	3.203	261,003	29278TCP3A	30309	250,000
itibank NA	USBGC	250,000	3.300	09/07/2018	250,000	09/07/2023	614	3.301	261,470	17312QS34A	30314	250,000
acramento Suburban	USBGC	330,000	3.480	04/09/2020	349,473	11/01/2024	1,035	1.846	341,197	78607QAY1	26977	342,097
V W Grainger Inc.	USBGC	425,000	1.850	04/30/2020	438,600	02/15/2025	1,141	1.161	432,931	384802AE4	27002	433,862
alifornia St Hlth F	USBGC	500,000	0.952	11/04/2020	500,000	06/01/2025	1,247	0.952	493,595	13032UXM5	27111	500,000
ouston Airport Sys	USBGC	750,000	1.372	10/20/2020	750,000	07/01/2025	1,277	1.372	748,485	442349EM4	27102	750,000
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,277	0.610	487,395	592112UB0	27175	500,000
ast Side Union High	USBGC	1,000,000	0.940	10/29/2020	1,000,000	08/01/2025	1,308	0.940	984,510	275282PS4	27109	1,000,000
ederal Home Loan Mt	USBGC	1,000,000	0.540	09/15/2020	1,000,000	09/15/2025	1,353	0.540	977,850	3134GWL38	27070	1,000,000
ederal Farm Credit	USBGC	565,000	0.530	09/29/2020	565,000	09/29/2025	1,367	0.530	551,084	3133EMBH4	27082	565,000

Northern California Power Agency

Treasurer's Report

12/31/2021

ieo Decommissioning Reserve

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
ederal Home Loan Mt	USBGC	1,500,000	0.530	10/15/2020	1,500,000	10/15/2025	1,383	0.530	1,465,065	3134GWY34	27101	1,500,000
iuardian Life	USBGC	505,000	0.875	05/05/2021	500,809	12/10/2025	1,439	1.060	491,779	40139LBC6	27224	501,406
pple Inc.	USBGC	1,000,000	0.700	02/08/2021	1,000,000	02/08/2026	1,499	0.700	979,580	037833EB2	27162	1,000,000
P Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,580	1.200	481,250	48128G3G3	27218	500,000
ank of America Corp	USBGC	750,000	1.200	06/28/2021	750,000	06/25/2026	1,636	1.199	709,005	06048WM64	27229	750,000
ank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,698	1.250	48,400	06048WN22	27258	50,000
aterpillar Financia	USBGC	150,000	1.150	10/13/2021	149,450	09/14/2026	1,717	1.227	147,752	14913R2Q9	27289	149,474
SMC Arizona Corp.	USBGC	1,375,000	1.750	12/08/2021	1,386,715	10/25/2026	1,758	1.567	1,375,619	872898AA9	27334	1,386,562
ublic Storage	USBGC	765,000	1.500	11/15/2021	765,360	11/09/2026	1,773	1.490	763,110	74460DAG4	27309	765,350
ublic Storage	USBGC	1,722,000	1.500	12/08/2021	1,723,998	11/09/2026	1,773	1.475	1,717,747	74460DAG4	27340	1,723,972
ew York City Genera	USBGC	585,000	2.040	04/30/2021	583,204	03/01/2030	2,981	2.078	584,649	64966QUX6	27219	583,340
ederal Home Loan Ba	USBGC	1,000,000	1.000	02/10/2021	1,000,000	02/10/2031	3,327	1.360	961,280	3130AKX76	27163	1,000,000
ederal Agricultural	USBGC	972,000	1.460	02/18/2021	972,000	02/18/2031	3,335	1.460	950,898	31422XAU6	27177	972,000
ederal Agricultural	USBGC	600,000	1.460	07/30/2021	598,800	02/18/2031	3,335	1.482	586,974	31422XAU6	27246	598,853
ederal Home Loan Ba	USBGC	2,000,000	1.740	07/29/2021	2,006,440	07/29/2031	3,496	1.704	1,953,700	3130AN7G9	27245	2,006,168
larin Community Coll	USBGC	500,000	1.710	09/14/2021	506,610	08/01/2031	3,499	1.565	492,125	56781RKZ9	27272	506,411
ounty of Bexar TX	USBGC	385,000	2.134	09/23/2021	385,000	08/15/2031	3,513	2.134	380,457	088518PA7	27274	385,000
ounty of Bexar TX	USBGC	250,000	2.134	09/23/2021	250,000	08/15/2031	3,513	2.134	247,050	088518NH4	27275	250,000
	Fund Total and Average	**$ 25,449,062**	1.610		**$ 25,556,734**		**1688**	**1.482**	**$ 25,237,199**			**$ 25,514,100**

ieo 2012A DSR Account

.S. Treasury	USBT	1,622,000	0.080	11/30/2021	1,621,286	06/16/2022	166	0.081	1,621,027	912796J42	27319	1,621,402
	Fund Total and Average	**$ 1,622,000**	0.080		**$ 1,621,286**		**166**	**0.081**	**$ 1,621,027**			**$ 1,621,402**
	GRAND TOTALS:	**$ 30,350,062**	1.383		**$ 30,459,299**		**1498**	**1.274**	**$ 30,100,432.**			**$ 30,416,381**

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

rrent Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2021

allable Dates:

v #		
977	SCRWTR	Anytime
'001	UNVHGR	Anytime
'070	FHLMC	Quarterly starting 9/15/2022
'082	FFCB	Anytime
'101	FHLMC	Annually
'111	CASMED	Anytime
'162	APPL	Anytime starting 1/8/2026
'163	FHLB	Quarterly
'177	FAMC	Semi-annually starting 2/18/2022
'218	JPM	Annually starting 4/30/2023
'219	NYC	Anytime
'229	BAC	Semi-annually starting 6/25/2022
'245	FHLB	Anytime starting 7/9/2022
'246	FAMC	Semi-annually starting 2/18/2022
'258	BAC	Semi-annually starting 8/26/2022

Northern California Power Agency

Treasurer's Report

12/31/2021

:ap Facilities 2019A Debt Svc

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
S Bank Trust	USBT	403	0.010		403		1	0.010	403	SYS79017	79017	403
.S. Treasury	USBT	422,000	0.039	10/26/2021	421,954	02/01/2022	31	0.040	421,992	912796Q93	27304	421,985
.S. Treasury	USBT	423,000	0.045	08/27/2021	422,830	07/14/2022	194	0.045	422,594	912796K57	27265	422,897
.S. Treasury	USBT	421,000	0.040	09/28/2021	420,865	07/14/2022	194	0.040	420,596	912796K57	27282	420,909
.S. Treasury	USBT	421,000	0.090	11/30/2021	420,762	07/14/2022	194	0.091	420,596	912796K57	27318	420,796
.S. Treasury	USBT	422,000	0.150	12/29/2021	421,654	07/14/2022	194	0.152	421,595	912796K57	27346	421,659
	Fund Total and Average	**$ 2,109,403**	0.073		**$ 2,108,468**		**161**	**0.074**	**$ 2,107,776**			**$ 2,108,649**
	GRAND TOTALS:	**$ 2,109,403**	0.073		**$ 2,108,468**		**161**	**0.074**	**$ 2,107,776.**			**$ 2,108,649**

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

ırrent Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2021

Northern California Power Agency

Treasurer's Report

12/31/2021

:apital Dev. Reserve Hydro

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond' Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
ocal Agency Investm	LAIF	6,266,052	0.238		6,266,052		1	0.238	6,266,052	SYS70028	70028	6,266,052
irst American Govt.	USBGC	1,600	0.002		1,600		1	0.002	1,600	SYS70031	70031	1,600
xxon Mobil Corporat	USBGC	500,000	2.397	06/13/2018	490,350	03/06/2022	64	2.946	500,030	30231GAJ1	26621	499,533
S Bank	USBGC	550,000	3.000	08/10/2018	546,607	03/15/2022	73	3.182	551,711	91159HHC7	26651	549,806
ublic Storage	USBGC	500,000	2.370	03/14/2018	485,770	09/15/2022	257	3.051	505,950	74460DAB5	26546	497,770
isa Inc.	USBGC	500,000	2.800	03/14/2018	494,470	12/14/2022	347	3.051	509,230	92826CAC6	26547	498,891
oyota Motor Credit	USBGC	500,000	2.700	06/13/2018	489,100	01/11/2023	375	3.215	511,230	89236TEL5	26619	497,553
nited Parcel Servic	USBGC	500,000	2.500	06/13/2018	484,900	04/01/2023	455	3.182	509,940	911312BK1	26620	496,068
olgate-Palmolive Co	USBGC	550,000	2.100	08/09/2018	528,660	05/01/2023	485	2.985	560,362	19416QEC0	26652	543,982
Paul Getty Trust	USBGC	1,000,000	0.391	01/28/2021	1,000,000	01/01/2024	730	0.401	988,370	374288AB4	27161	1,000,000
ashville Met Gov	USBGC	250,000	1.030	12/17/2020	250,000	08/01/2024	943	1.029	248,845	592090GB4	27134	250,000
aliforina Infra & E	USBGC	100,000	0.645	12/17/2020	100,000	10/01/2024	1,004	0.683	98,775	13034AL57	27135	100,000
Valmart, Inc.	USBGC	500,000	2.650	02/07/2020	520,975	12/15/2024	1,079	1.744	523,205	931142DV2	26950	512,767
ank of NY Mellon Co	USBGC	545,000	1.600	04/30/2021	561,197	04/24/2025	1,209	0.839	550,003	06406RAN7	27221	558,475
ederal Agricultural	USBGC	500,000	0.675	05/19/2020	500,000	05/19/2025	1,234	0.675	491,570	31422BA26	27004	500,000
ashville Met Gov	USBGC	250,000	1.230	12/17/2020	250,000	08/01/2025	1,308	1.229	248,388	592090GC2	27133	250,000
ity of El Paso TX	USBGC	500,000	4.346	12/07/2020	553,420	08/15/2025	1,322	1.950	526,775	283734TC5	27131	541,268
aliforina Infra & E	USBGC	130,000	0.765	12/17/2020	130,000	10/01/2025	1,369	0.765	127,457	13034AL65	27132	130,000
ank of America Corp	USBGC	1,000,000	0.650	11/25/2020	1,000,000	11/25/2025	1,424	0.798	957,100	06048WK41	27121	1,000,000
ederal National Mtg	USBGC	500,000	0.650	12/17/2020	500,850	12/10/2025	1,439	0.615	488,520	3135G06J7	27136	500,673
P Morgan	USBGC	500,000	0.825	12/22/2020	500,000	12/22/2025	1,451	0.825	472,440	48128GY53	27140	500,000
ederal National Mtg	USBGC	500,000	0.640	01/06/2021	501,550	12/30/2025	1,459	0.576	486,550	3135G06Q1	27148	501,243
ederal Home Loan Ba	USBGC	500,000	0.520	02/12/2021	499,750	02/12/2026	1,503	0.530	488,575	3130AKWA0	27165	499,794
ederal Home Loan Ba	USBGC	500,000	0.500	02/25/2021	500,000	02/25/2026	1,516	0.500	489,375	3130AKXX9	27181	500,000
ederal Home Loan Ba	USBGC	500,000	0.625	04/21/2021	500,000	04/21/2026	1,571	1.084	497,195	3130ALXR0	27214	500,000
nited Health Group	USBGC	500,000	1.150	06/28/2021	501,660	05/15/2026	1,595	1.082	494,590	91324PEC2	27231	501,487
ederal Home Loan Ba	USBGC	500,000	0.875	08/17/2021	500,000	08/17/2026	1,689	0.875	490,960	3130ANGX2	27253	500,000
ederal Home Loan Ba	USBGC	500,000	1.050	08/24/2021	500,000	08/24/2026	1,696	0.967	495,770	3130ANFT2	27254	500,000
ank of America Corp	USBGC	50,000	1.250	08/26/2021	50,000	08/26/2026	1,698	1.250	48,400	06048WN22	27257	50,000
SMC Arizona Corp.	USBGC	200,000	1.750	12/08/2021	201,704	10/25/2026	1,758	1.567	200,090	872898AA9	27332	201,682
ublic Storage	USBGC	250,000	1.500	12/08/2021	250,290	11/09/2026	1,773	1.475	249,383	74460DAG4	27338	250,286
ederal Home Loan Ba	USBGC	500,000	0.800	12/29/2021	500,000	12/29/2026	1,823	1.509	499,820	3130AQER0	27344	500,000
	Fund Total and Average	**$ 20,142,652**	1.087		**$ 20,158,905**		**761**	**1.103**	**$ 20,078,261**			**$ 20,198,930**

lydro Initial Facilities

.S. Treasury	USBGC	4,236,000	0.040	10/15/2021	4,235,619	01/04/2022	3	0.040	4,236,000	912796Q51	27296	4,235,986
	Fund Total and Average	**$ 4,236,000**	0.040		**$ 4,235,619**		**3**	**0.041**	**$ 4,236,000**			**$ 4,235,986**

Northern California Power Agency

Treasurer's Report

12/31/2021

lydro Debt Service

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
lydro Debt Service												
.S. Treasury	USBT	613,000	0.000	09/28/2021	612,967	01/04/2022	3	0.020	613,000	912796Q51	27279	612,999
.S. Treasury	USBT	613,000	0.080	11/30/2021	612,730	06/16/2022	166	0.081	612,632	912796J42	27315	612,774
	Fund Total and Average	**$ 1,226,000**	0.040		**$ 1,225,697**		**84**	**0.051**	**$ 1,225,632**			**$ 1,225,773**
lydro 2018A Debt Service												
.S. Treasury	USBT	1,146,000	0.000	09/28/2021	1,145,938	01/04/2022	3	0.020	1,146,000	912796Q51	27280	1,145,998
.S. Treasury	USBT	1,146,000	0.080	11/30/2021	1,145,496	06/16/2022	166	0.081	1,145,312	912796J42	27316	1,145,577
.S. Treasury	USBT	1,147,000	0.200	12/30/2021	1,145,840	06/30/2022	180	0.202	1,145,956	912796R50	27352	1,145,853
	Fund Total and Average	**$ 3,439,000**	0.093		**$ 3,437,274**		**116**	**0.101**	**$ 3,437,268**			**$ 3,437,428**
lydro 2019A Debt Service												
.S. Treasury	USBT	814,000	0.000	09/28/2021	813,956	01/04/2022	3	0.020	814,000	912796Q51	27281	813,999
.S. Treasury	USBT	813,000	0.080	11/30/2021	812,642	06/16/2022	166	0.081	812,512	912796J42	27317	812,700
.S. Treasury	USBT	815,000	0.200	12/30/2021	814,176	06/30/2022	180	0.202	814,258	912796R50	27353	814,185
	Fund Total and Average	**$ 2,442,000**	0.093		**$ 2,440,774**		**116**	**0.101**	**$ 2,440,770**			**$ 2,440,884**
lydro 2012A Rebate Account												
.S. Treasury	USBT	747,000	0.035	08/27/2021	746,874	02/17/2022	47	0.035	746,970	912796L80	27269	746,966
	Fund Total and Average	**$ 747,000**	0.035		**$ 746,874**		**47**	**0.035**	**$ 746,970**			**$ 746,966**
lydro Special Reserve												
irst American Govt.	USBGC	5,000	0.002		5,000		1	0.002	5,000	SYS70016	70016	5,000
ederal National Mtg	USBGC	1,495,000	0.500	02/16/2021	1,497,796	11/07/2025	1,406	0.460	1,458,642	3135G06G3	27166	1,497,278
	Fund Total and Average	**$ 1,500,000**	0.498		**$ 1,502,796**		**1401**	**0.458**	**$ 1,463,642**			**$ 1,502,278**
lydro 2012 DSRA												
ederal Home Loan Mt	USB	3,928,000	2.375	02/09/2012	3,926,232	01/13/2022	12	2.380	3,930,553	3137EADB2	25852	3,927,994
.S. Treasury	USBT	387,000	0.030	04/28/2021	386,892	03/24/2022	82	0.030	386,954	912796F38	27217	386,973
.S. Treasury	USBT	301,000	0.020	07/23/2021	300,959	03/24/2022	82	0.020	300,964	912796F38	27243	300,986
	Fund Total and Average	**$ 4,616,000**	2.025		**$ 4,614,083**		**22**	**2.029**	**$ 4,618,471**			**$ 4,615,953**

GRAND TOTALS:	$ 38,346,652	0.850	$ 38,362,022	479	0.884	$ 38,247,014.	$ 38,404,190

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

ırrent Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2021

:allable Dates:

ıv #		
3950	WMT	Anytime starting 10/15/2024
7004	FAMCA	Semi-annually starting 5/19/2022
7131	ELPASO	Callable annually starting 8/15/2023
7132	FFCB	Anytime
7135	CASDEV	Anytime
7136	FNMA	Quarterly
7140	JPM	Quarterly starting 12/22/2023
7161	JPGETY	Anytime starting 10/1/2023
7165	FHLB	Anytime
7181	FHLB	2/25/2022 only
7214	FHLB	4/21/2023 only
7221	BK	3/24/2025
7253	FHLB	Quarterly starting 8/17/2022
7254	FHLB	Monthly
7257	BAC	Semi-annually starting 8/26/2022
7344	FHLB	12/29/2023 only

NCPA

Northern California Power Agency
Treasurer's Report
12/31/2021

EC GHG Auction Acct

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond* Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
ocal Agency Investm		345,619	0.238		345,619		1	0.238	345,619	SYS70046	70046	345,619
	Fund Total and Average	**$ 345,619**	0.238		**$ 345,619**		**1**	**0.238**	**$ 345,619**			**$ 345,619**

EC Issue #1 2010B DS Fund

S Bank Trust	USB	574	0.010		574		1	0.010	574	SYS79004	79004	574
.S. Treasury	USBT	3,548,000	0.080	12/01/2021	3,546,604	05/26/2022	145	0.081	3,546,687	912796Q36	27326	3,546,850
.S. Treasury	USBT	130,000	0.080	12/29/2021	129,957	05/26/2022	145	0.081	129,952	912796Q36	27347	129,958
	Fund Total and Average	**$ 3,678,574**	0.080		**$ 3,677,135**		**145**	**0.082**	**$ 3,677,213**			**$ 3,677,382**

EC Issue #2 2010B DS Fund

S Bank Trust	USB	569	0.010		569		1	0.010	569	SYS79012	79012	569
.S. Treasury	USBT	4,165,000	0.080	12/01/2021	4,163,362	05/26/2022	145	0.081	4,163,459	912796Q36	27327	4,163,650
.S. Treasury	USBT	550,000	0.080	12/29/2021	549,819	05/26/2022	145	0.081	549,797	912796Q36	27348	549,823
	Fund Total and Average	**$ 4,715,569**	0.080		**$ 4,713,750**		**145**	**0.082**	**$ 4,713,825**			**$ 4,714,042**

EC Issue#1 2017A DS Fund

.S. Treasury	USBT	3,659,000	0.080	12/01/2021	3,657,561	05/26/2022	145	0.081	3,657,646	912796Q36	27328	3,657,814
.S. Treasury	USBT	668,000	0.080	12/29/2021	667,780	05/26/2022	145	0.081	667,753	912796Q36	27349	667,785
	Fund Total and Average	**$ 4,327,000**	0.080		**$ 4,325,341**		**145**	**0.082**	**$ 4,325,399**			**$ 4,325,599**

EC Issue #1 2010 DSR Fund

S Bank Trust	USB	44	0.010		44		1	0.010	44	SYS79005	79005	44
.S. Treasury	USBT	63,000	0.080	12/29/2021	62,979	05/26/2022	145	0.081	62,977	912796Q36	27350	62,980
ederal Home Loan Ba	USB	4,100,000	2.125	08/28/2017	4,168,306	06/10/2022	160	1.760	4,133,784	313379Q69	26463	4,106,307
.S. Treasury	USBT	509,000	0.035	07/23/2021	508,835	06/16/2022	166	0.036	508,695	912796J42	27244	508,917
ederal Farm Credit	USBT	4,430,000	0.840	03/02/2021	4,430,000	03/02/2026	1,521	0.840	4,346,583	3133EMSK9	27199	4,430,000
ederal Home Loan Ba	USBT	150,000	0.875	06/27/2021	150,528	06/12/2026	1,623	0.799	147,725	3130AN4T4	27270	150,490
	Fund Total and Average	**$ 9,252,044**	1.361		**$ 9,320,692**		**835**	**1.198**	**$ 9,199,808**			**$ 9,258,738**

EC Iss#1 2010B BABS Subs Resv

S Bank Trust	USB	1,843	0.010	07/01/2021	1,843		1	0.010	1,843	SYS79006	79006	1,843
.S. Treasury	USBT	2,369,000	0.080	11/30/2021	2,368,068	05/26/2022	145	0.081	2,368,123	912796Q36	27320	2,368,237

Northern California Power Agency

Treasurer's Report

12/31/2021

EC Iss#1 2010B BABS Subs Resv

ssuer	Trustee / Custodian	Stated Value	Interest Rate	Purchase Date	Purchased Price	Maturity Date	Days to Maturity	Bond' Equiv Yield	Market Value	CUSIP	Investment #	Carrying Value
	Fund Total and Average	**$ 2,370,843**	0.080		**$ 2,369,911**		**145**	**0.081**	**$ 2,369,966**			**$ 2,370,080**

EC Issue #2 2010B DSR BABS

S Bank Trust	USB	1,295	0.010		1,295		1	0.010	1,295	SYS79013	79013	1,295
.S. Treasury	USBT	1,142,000	0.080	11/30/2021	1,141,551	05/26/2022	145	0.081	1,141,577	912796Q36	27321	1,141,632
	Fund Total and Average	**$ 1,143,295**	0.080		**$ 1,142,846**		**145**	**0.081**	**$ 1,142,872**			**$ 1,142,927**

EC O & M Reserve

ocal Agency Investm		1,577,870	0.238		1,577,870		1	0.238	1,577,870	SYS70047	70047	1,577,870
irst American Govt.	USBGC	40,671	0.002		40,671		1	0.002	40,671	SYS70041	70041	40,671
S Bank, N.A.	USBGC	595,000	2.650	05/31/2019	598,290	05/23/2022	142	2.456	599,266	90331HPC1	26822	595,436
aterpillar Financia	USBGC	465,000	3.250	02/03/2020	496,569	12/01/2024	1,065	1.776	493,416	14912L6G1	26952	484,072
ashville Met Gov	USBGC	500,000	0.610	02/18/2021	500,000	07/01/2025	1,277	0.610	487,395	592112UB0	27176	500,000
ederal National Mtg	USBGC	1,000,000	0.600	07/30/2020	1,001,000	07/29/2025	1,305	0.579	980,640	3136G4D75	27047	1,000,716
ederal National Mtg	USBGC	1,000,000	0.600	08/18/2020	1,000,000	08/18/2025	1,325	0.600	979,850	3136G4G72	27057	1,000,000
ederal Farm Credit	USBGC	750,000	0.530	09/29/2020	750,000	09/29/2025	1,367	0.530	731,528	3133EMBH4	27083	750,000
ederal Farm Credit	USBGC	670,000	0.530	09/29/2020	670,000	09/29/2025	1,367	0.530	652,399	3133EMBJ0	27084	670,000
pple Inc.	USBGC	500,000	0.700	02/17/2021	500,000	02/08/2026	1,499	0.699	489,790	037833EB2	27170	500,000
P Morgan	USBGC	500,000	1.200	04/30/2021	500,000	04/30/2026	1,580	1.200	481,250	48128G3G3	27222	500,000
lassMutual Global Fu	USBGC	1,000,000	1.200	08/02/2021	1,007,220	07/16/2026	1,657	1.050	979,790	57629WDE7	27250	1,006,617
ank of America Corp	USBGC	100,000	1.250	08/26/2021	100,000	08/26/2026	1,698	1.250	96,800	06048WN22	27259	100,000
aterpillar Financia	USBGC	500,000	1.150	10/13/2021	498,165	09/14/2026	1,717	1.227	492,505	14913R2Q9	27290	498,246
SMC Arizona Corp.	USBGC	850,000	1.750	12/08/2021	857,242	10/25/2026	1,758	1.567	850,383	872898AA9	27335	857,147
ublic Storage	USBGC	515,000	1.500	11/15/2021	515,242	11/09/2026	1,773	1.490	513,728	74460DAG4	27310	515,236
ublic Storage	USBGC	1,064,000	1.500	12/08/2021	1,065,234	11/09/2026	1,773	1.475	1,061,372	74460DAG4	27341	1,065,218
	Fund Total and Average	**$ 11,627,541**	1.073		**$ 11,677,503**		**1231**	**0.974**	**$ 11,508,653**			**$ 11,661,229**
	GRAND TOTALS:	**$ 37,460,485**	0.707		**$ 37,572,797**		**652**	**0.636**	**$ 37,283,355.**			**$ 37,495,616**

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

ırrent Market Value is based on prices from Trustee/ Custodian Statements or bid prices from the Wall Street Journal as of 12/31/2021

:allable Dates:

v #		
3822	USB	Anytime starting 4/22/2022
'047	FHLMC	Quarterly starting 7/29/2022
'057	FNMA	Quarterly starting 8/18/2022
'083	FFCB	Anytime
'084	FFCB	Anytime
'170	APPL	Anytime starting 1/8/2026
'199	FFCB	Anytime
'222	JPM	Annually starting 4/30/2023
'259	BAC	Semi-annually starting 8/26/2022

14

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: Disposal of Northern California Power Agency Surplus Property

AGENDA CATEGORY: Consent

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

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify _____

_____

RECOMMENDATION:

Recommending the Northern California Power Agency (NCPA) Commission note and file the report by all members for the disposal of the following:

- Scrap metal from Lodi Energy Center
- Meyer snow plow from Hydroelectric Facility

BACKGROUND:

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

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

FISCAL IMPACT:

This report has no direct fiscal impact to the Agency.

ENVIRONMENTAL ANALYSIS:

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

Respectfully submitted,

Marty Hanel for

RANDY S. HOWARD
General Manager

Attachments: Declarations of Surplus
Receipts of disposal

NCPA

NORTHERN CALIFORNIA POWER AGENCY
DECLARATION OF EXCESS

Date: 11/22/2021

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

JUSTIFICATION FOR EXCESS/DISPOSAL: SCRAP METAL

RECOMMENDED DISPOSITION: SCRAP

PREPARED BY: Melissa Philpot / Michael DeBortoli
ORG.
APPROVED BY: _____ **CODE:** _____
(ASST. GEN. MANAGER)
AUTHORIZATION TO PROCEED: _____ **DATE:** 11/23/21
(GENERAL MANAGER)

____ PUBLIC SALE ____ PRIVATE SALE
X DISPOSAL - NO NET SCRAP VALUE

*U/M = UNIT OF MEASURE

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

ORIGINAL TO TREASURER-CONTROLLER

A PUBLIC AGENCY

NCPA

NORTHERN CALIFORNIA POWER AGENCY

Date: 12/1/2021

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

- Scrap Metal

To the following:

Vendor Name: V&E Hauling / Vincente Gonzales

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

Signature: _____

Northern California Power Agency

Employee Name: Melissa Philpot

Signature: Melissa Philpot

Monies Received for this?

✓ YES ($180.00) (50% of total, rounded)

____ NO

NCPA
NORTHERN CALIFORNIA POWER AGENCY

Date: 05/12/21

DECLARATION OF SURPLUS
SUPPLIES, MATERIALS & EQUIPMENT

	QTY	U/M*	DESCRIPTION (Including All Applicable Model #'s, LCNs & VINs)	COND**	ESTIMATED VALUE UNIT	ESTIMATED VALUE TOTAL	NCPA Property or Project #	SITE LOCATION
1.	1		Meyer Snow Plow	P	1	500		Murphys
2.								
3.								
4.								
5.								
6.								
7.								
8.								

JUSTIFICATION FOR SURPLUS/DISPOSAL:

The Meyer snow plow is 14 years old and has reached the end of its serviceable life.

5-12-21

PREPARED BY: [signature] 5/13/21 [signature]

APPROVED BY: Joel Ledesma (ASST. GEN. MANAGER) **ORG. CODE:** 650

AUTHORIZATION TO PROCEED: [signature] (GENERAL MANAGER) **DATE:** 5/19/21

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

Due to the size and weight of this item, we recommend an attempt at local sale. Scrap if unable to sell.

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

ORIGINAL TO TREASURER-CONTROLLER

ATTACHMENT 1

A PUBLIC AGENCY
NCPA
NORTHERN CALIFORNIA POWER AGENCY

477 Bret Harte Drive
Murphys, CA 95247

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

Disposal of Surplus Property

December 1, 2021

This notice confirms that Northern California Power Agency has sold the following snow plow for a sum of $500.

- One (1) Meyer Plow
  Including wiring harness and cab controls
  Model C-9

To the following:

Jeff Strong
Strong Maintenance and Snow Service

Acknowledgment of receipt:

Received By: Jeffrey Strong Strong Snow Svc

Printed Name: Jeff Strong

Date: 1 Dec 2021

A PUBLIC AGENCY
NCPA
NORTHERN CALIFORNIA POWER AGENCY

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: iParametrics LLC – Five Year Multi-Task Consulting Services Agreement for Grant Writing Assistance 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:	Jane Cirrincione JC	**METHOD OF SELECTION:**
	Assistant General Manager	*Competitive Pricing Process*
Division:	Legislative & Regulatory Affairs	*If other, please describe:*
Department:	Legislative & Regulatory	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

_____

_____

RECOMMENDATION:

Approve Resolution 22-01 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with iParametrics LLC for grant writing assistance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Grant writing assistance services are required from time to time by NCPA, NCPA Members, SCPPA, and SCPPA Members to assist with the identification of and application for grant funding. Participants in NCPA's Customer Programs Working Groups requested assistance in contracting for grant writing and grant application preparation assistance as part of the NCPA strategic planning process, and as a result this objective was incorporated into the agency-wide strategic plan approved by the NCPA Commission on April 29, 2021.

NCPA issued Request for Proposal (RFP) LR 2103 on September 22, 2021, to solicit proposals from qualified consultants providing grant writing assistance services. NCPA created a review group for the RFP consisting of staff from NCPA Member entities, and this review group evaluated and scored timely proposals submitted to the RFP. Four vendors responded to the RFP by the deadline of October 29, 2021. Based on the scoring review group's evaluation, two vendors were selected to provide grant writing assistance services.

The review group selected iParametrics LLC based on its experience, work plan, and costs. NCPA has utilized this vendor in the past, and has a good working relationship with this firm. NCPA is also entering into agreements with Intuitive Group, LLC for similar services.

FISCAL IMPACT:

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

SELECTION PROCESS:

Two vendors were 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 September 22, 2021, to October 29, 2021. A total of four responses were received and evaluated based on: 1. Quality and completeness of proposal; 2. Knowledge, experience and skills 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. Demonstrated strong project management; and 6. Customer references. The selection process was completed by NCPA along with City of Redding, City of Roseville, City of Santa Clara, and the Truckee Donner Public Utilities District.

This enabling agreement does not commit NCPA to any expenditure of funds. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On January 5, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

Marty Hall for

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-01
- Multi-Task Consulting Services Agreement with iParametrics LLC

RESOLUTION 22-01

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH iPARAMETRICS LLC

(reference Staff Report #100:22)

WHEREAS, grant writing assistance services are required from time to time by the Northern California Power Agency (NCPA), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, iParametrics LLC is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Consulting Services Agreement with iParametrics LLC to provide such services as needed by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, two vendors were selected as a result of a request for proposal process in accordance with NCPA's procurement policies and procedures; 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 with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed $500,000 over five years, for use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

	Vote	Abstained	Absent
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			

_____
DAVID HAGELE
CHAIR

ATTEST:

_____
CARY A. PADGETT
ASSISTANT SECRETARY

MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND iPARAMETRICS 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 and iParametrics LLC, a limited liability company, with its office located at 6515 Shiloh Road, Alpharetta, GA 30005 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) year from the date this Agreement was signed by Agency, whichever is shorter.

1.2 **Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.

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

1.4 **Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

1.5 **Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven day

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3 **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 ensues 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 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 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:

Paul Pelletier
Principal
iParametrics LLC
6515 Shiloh Road
Alpharetta, GA 30005

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

Date_____

_____
RANDY S. HOWARD
GENERAL MANAGER

Attest:

_____
Assistant Secretary of the Commission

Approved as to Form:

_____
Jane E. Luckhardt, General Counsel

iPARAMETRICS LLC

Date_____

_____
PAUL PELLETIER
PRINCIPAL

EXHIBIT A

SCOPE OF SERVICES

iParametrics LLC ("Consultant") shall provide the following services, as requested by the Northern California Power Agency ("Agency"), its Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members.

- Funding Needs Analysis – Work with Agency and/or Member(s) to assess current funding priority areas and identify new priority areas for funding.

- Grant Funding Research – Conduct research to identify grant resources including, but not limited to federal, state, foundation, agencies and organizations that support funding needs and priorities in areas identified for the requesting Agency or Member.

    - Research on identified grants should include a summary of the grant reporting requirements, including one-time and ongoing reporting and audit requirements. The summary should also include an estimate of staff hours and costs related to implementing and managing the grant.

- Grant Proposal Development – Provide grant proposal writing services associated with the completion of grant applications on behalf of the requesting Agency or Member, including the preparation of funding abstracts, production and submittal of applications to funding sources.

- Grant Proposal Consultation – Provide assistance for the development of grant proposals undertaken by Agency or Member.

- Monthly Reports – the Consultant may be requested to submit monthly reports to Agency and/or Member(s) summarizing the activities undertaken during the previous month.

- Ad Hoc Reports – the Consultant may be requested to provide regularly updated reports compiling grant funding opportunities.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed $500,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

NAME	ROLE	RATE
Eddie Wise	Project Manager	$178
Jeff Stevens	Deputy Project Manager	$168
Erica Hupka	Senior Grants Writer	$142
Shanti Copeland-Smith	Senior Grants Writer	$142
Alex Boswell	Senior Grants Writer	$142

Hourly rates for positions that may be utilized by Agency and/or Members, if needed

ROLE	RATE
Senior Trainer	$142
Trainer	$125
Grants Writer	$125

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.

16

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: Intuitive Group, LLC – Five Year Multi-Task Consulting Services Agreement for Grant Writing Assistance 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:	Jane Cirrincione JDC	**METHOD OF SELECTION:**
	Assistant General Manager	*Competitive Pricing Process*
Division:	Legislative & Regulatory Affairs	*If other, please describe:*
Department:	Legislative & Regulatory	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

_____

_____

RECOMMENDATION:

Approve Resolution 22-02 authorizing the General Manager or his designee to enter into a Multi-Task Consulting Services Agreement with Intuitive Group, LLC for grant writing assistance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $500,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Grant writing assistance services are required from time to time by NCPA, NCPA Members, SCPPA, and SCPPA Members to assist with the identification of and application for grant funding. Participants in NCPA's Customer Programs Working Groups requested assistance in contracting for grant writing and grant application preparation assistance as part of the NCPA strategic planning process, and as a result this objective was incorporated into the agency-wide strategic plan approved by the NCPA Commission on April 29, 2021.

NCPA issued Request for Proposal (RFP) LR 2103 on September 22, 2021, to solicit proposals from qualified consultants providing grant writing assistance services. NCPA created a review group for the RFP consisting of staff from NCPA Member entities, and this review group evaluated and scored timely proposals submitted to the RFP. Four vendors responded to the RFP by the deadline of October 29, 2021. Based on the scoring review group's evaluation, two vendors were selected to provide grant writing assistance services.

The review group selected Intuitive Group, LLC based on its experience, work plan, and costs. NCPA is also entering into agreements with iParametrics LLC for similar services.

FISCAL IMPACT:

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

SELECTION PROCESS:

Two vendors were 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 September 22, 2021, to October 29, 2021. A total of four responses were received and evaluated based on: 1. Quality and completeness of proposal; 2. Knowledge, experience and skills 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. Demonstrated strong project management; and 6. Customer references. The selection process was completed by NCPA along with City of Redding, City of Roseville, City of Santa Clara, and the Truckee Donner Public Utilities District.

This enabling agreement does not commit NCPA to any expenditure of funds. NCPA will issue purchase orders based on cost and availability of the services needed at the time the service is required.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On January 5, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

Marty Hall for

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-02
- Multi-Task Consulting Services Agreement with Intuitive Group, LLC

RESOLUTION 22-02

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH Intuitive Group, LLC

(reference Staff Report #101:22)

WHEREAS, grant writing assistance services are required from time to time by the Northern California Power Agency (NCPA), NCPA Members, by the Southern California Public Power Authority (SCPPA), and SCPPA Members; and

WHEREAS, Intuitive Group, LLC is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Consulting Services Agreement with Intuitive Group, LLC to provide such services as needed by NCPA, NCPA Members, by SCPPA, and SCPPA Members; and

WHEREAS, two vendors were selected as a result of a request for proposal process in accordance with NCPA's procurement policies and procedures; 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 with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed $500,000 over five years, for use by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

	Vote	Abstained	Absent
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			

_____
DAVID HAGELE
CHAIR

ATTEST:

_____
CARY A. PADGETT
ASSISTANT SECRETARY

MULTI-TASK CONSULTING SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND INTUITIVE GROUP, 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 Intuitive Group, LLC, sole proprietorship, with its office located at 9221 Hampton Overlook, Capitol Heights, MD 20743 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Consultant completes the Services, or no later than five (5) year from the date this Agreement was signed by Agency, whichever is shorter.

1.2 **Standard of Performance.** Consultant shall perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged and for which Consultant is providing the Services. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.

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

1.4 **Services Provided.** Services provided under this Agreement by Consultant may include Services directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

1.5 **Request for Services.** At such time that Agency determines to use Consultant's Services under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific services to be performed ("Requested Services"), may include a not-to-exceed monetary cap on Requested Services and expenditures authorized by that Purchase Order, and a time by which the Requested Services shall be completed. Consultant shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant chooses not to perform the Requested Services. If Consultant agrees to perform the Requested Services, begins to perform the Requested Services, or does not respond within the seven day

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3 **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 ensues 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.** Not applicable.

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 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 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:

Tami Mullen
Principal and Sr Advisor
Intuitive Group, LLC
9221 Hampton Overlook
Capitol Heights, MD 20743

Any written notice to Agency shall be sent to:

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

With a copy to:

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

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

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

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

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

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

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

the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

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

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

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

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

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

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

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

SIGNATURES ON NEXT PAGE

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

NORTHERN CALIFORNIA POWER AGENCY	INTUITIVE GROUP, LLC
Date_____	Date_____
_____	_____
RANDY S. HOWARD GENERAL MANAGER	**TAMI MULLEN** PRINCIPAL AND SENIOR ADVISOR

Attest:

_____
Assistant Secretary of the Commission

Approved as to Form:

_____
Jane E. Luckhardt, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Intuitive Group, LLC ("Consultant") shall provide the following services, as requested by the Northern California Power Agency ("Agency"), on behalf of Agency, its Members, Southern California Public Power Authority ("SCPPA"), or SCPPA Members, including:

- Funding Needs Analysis – Work with Agency and/or Member(s) to assess current funding priority areas and identify new priority areas for funding.
- Grant Funding Research – Conduct research to identify grant resources including, but not limited to federal, state, foundation, agencies and organizations that support funding needs and priorities in areas identified for the requesting Agency or Member.
    - Research on identified grants should include a summary of the grant reporting requirements, including one-time and ongoing reporting and audit requirements. The summary should also include an estimate of staff hours and costs related to implementing and managing the grant.
- Grant Proposal Development – Provide grant proposal writing services associated with the completion of grant applications on behalf of the requesting Agency or Member, including the preparation of funding abstracts, production and submittal of applications to funding sources.
- Grant Proposal Consultation – Provide assistance for the development of grant proposals undertaken by Agency or Member.
- Monthly Reports – the Consultant may be requested to submit monthly reports to Agency and/or Member(s) summarizing the activities undertaken during the previous month.
- Ad Hoc Reports – the Consultant may be requested to provide regularly updated reports compiling grant funding opportunities.

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

Compensation for all tasks, including hourly fees and expenses, shall not exceed $500,000.00. The hourly rates and or compensation break down and an estimated amount of expenses is as follows:

DELIVERABLES	PRICING
Comprehensive Proposal Management and Development. This includes 4 hours of research, proposal writing, editing, reviews, budget development, coordination, and submission.	Fixed Pricing is based on each application • 5-14 pages = $950 • 15-20 pages = $1700 • 21-35 pages = $2500 • 36-50 pages = $3100 • 50+ pages is hourly pricing
Staff Hourly Rates for All Staff, which includes management, research, advisory, consulting, writing, editing, reviews, budget development, coordination, and submission.	$60/hour
Monthly reports, opportunity briefings, and funding opportunity tracking services	$1800 per profile, per month. Volume discount of 10% for additional member profiles.
Post award support services	$60/hour

NCPA has the option to either utilize Intuitive Group's services on an hourly basis or a Fixed Price basis.

Should NCPA wish to implement the hourly rate as agreed, Intuitive Group will provide estimates to NCPA per grant application based on the level of effort, partners, and submission date(s) provided prior to commencing to work. Once the estimate of hour has been provided and approved, Intuitive Group will prepare the grant submission.

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.

17

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: Recalculated Nexant Cost Allocation Model for Fiscal Year 2022

AGENDA CATEGORY: Consent

FROM:	Monty Hanks MH RWC	**METHOD OF SELECTION:**
	Assistant General Manager	*N/A*
Division:	Administrative Services	*If other, please describe:*
Department:	Power Settlements	

IMPACTED MEMBERS:

All Members	☐	**City of Lodi**	☒	**City of Shasta Lake**	☐
Alameda Municipal Power	☒	**City of Lompoc**	☒	**City of Ukiah**	☒
San Francisco Bay Area Rapid Transit	☒	**City of Palo Alto**	☒	**Plumas-Sierra REC**	☒
City of Biggs	☒	**City of Redding**	☐	**Port of Oakland**	☒
City of Gridley	☒	**City of Roseville**	☒	**Truckee Donner PUD**	☐
City of Healdsburg	☒	**City of Santa Clara**	☒	**Other**	☐

If other, please specify

_____

_____

RECOMMENDATION:
Approve Resolution No. 22-06 authorizing the recalculation of the Nexant Cost Allocation Model for Fiscal Year 2022 to incorporate the mid-year addition of six (6) electrical generation resources into the NCPA scheduling coordination portfolio on behalf of various participating Members in addition to the removal of a resource associated with an expired Purchase Power Agreement (PPA). Recalculation of the Nexant Model will provide for the equitable allocation of certain budgeted Power Management costs for Fiscal Year 2022.

BACKGROUND:
The NCPA Commission accepted and approved the Nexant Power Management Allocation Study Phase IIa Report ('Final Report') on January 28, 2010 as part of Resolution 10-16. This study, supervised by the Facilities Committee, determined the methodology for allocating various program costs related to Power Management, Settlements, Risk Management and information system activities using a Nexant Cost Allocation Spreadsheet Model (otherwise commonly referred to as the "Nexant Model"). The Power Management and Administrative Services Agreement governs any changes or modifications to the model.

Pursuant to the Power Management and Administrative Services Agreement, costs attributed to Power Management and Administrative Services for the Fiscal Year 2022 Annual Budget are allocated to members in accordance with the Nexant Model. This model has been in place at NCPA for the past twelve budget cycles and is updated each year as part of the annual budget process. The Nexant Model methodology was developed in part to allocate various budgeted costs that use, among other things, defined allocation parameter percentages and determinants intended to correspond to the amount of time and effort required by NCPA staff to provide applicable services. Determinants prescribed by the Nexant studies for use in the Nexant Model include plant megawatt capacity, metered demand, resource energy schedules related to daily, hourly and real time market activity, among other applicable determinants.

In recent months during Fiscal Year 2022, NCPA began providing scheduling coordination services for three generating projects on behalf of various participating Members. These projects have a combined total generating capacity of 200 MW, as indicated in Table 1 below. Separately, Alameda Municipal Power's PPA for the Richmond Landfill resource ended during the third quarter of 2020, which was included as a cost determinant in the FY 2022 Nexant Model.

Table 1

Resource	Action	Participating Members	MW Capacity	Effective Date
Sky River Wind PPA	Addition	BART – 100%	30	9/1/2021
Slate 1 Solar PPA	Addition	BART – 100%	50	11/12/2021
SFWPA Project PPA	Addition	BART – 3.292% Healdsburg –1.646% Lodi – 8.231% Lompoc – 2.058% Port Oak – 2.469% Roseville – 16.461% SVP – 64.198% Ukiah – 1.646%	121.5	12/19/2021
Richmond Landfill Resource PPA	Removal due to expiration of services	Alameda Municipal Power – 100%	2.5	8/30/2020

As part of the development of the Nexant Model, the Facilities Committee recommended in Resolution 10-16 that the anticipated mid-year addition or subtraction of projects not be included in the Annual Budget process except in the case of individual projects greater than 40MW or aggregate projects of 50MW or more. Given that this threshold criteria has been met, staff recommends that the Nexant Cost Allocation Model be updated for the current Fiscal Year 2022 with the applicable determinants associated with these resources and recalculated to reflect the mid-year addition to the NCPA scheduling coordinator portfolio.

Table 2 below indicates applicable determinants for use in the Nexant Cost Allocation Model associated with the three projects. These determinants include plant capacity for each of the six (6) generating resources as determined by their respective maximum plant "Pmax" capacity values, which indicates the certified maximum dependable operating level. Next, schedule counts for each resource represent hourly schedules, which specify the planned power flow and/or awarded ancillary service capacity for each applicable generating resource. Since actual schedule counts are not available for these particular resources, forecasted schedule counts were developed based on an assumed 95% capacity utilization factor and prorated 50 percent. The third and last set of determinants for use in the Nexant Cost Allocation Model reflects information technology utilization factors assigned to each of the resources. IT Factors, which are represented as whole numbers between one (1) and three (3) inclusive, conceptually represent utilization of the NCPA IT computing infrastructure. With the exception of the SFWPA Kelly Ridge resource, which is an energy-only resource and assigned an IT Factor of "1", each of the remaining hydro resources have the additional operating capability to provide ancillary services in the form of spinning reserves. Separately, the eligible intermittent wind and solar resources are equipped with curtailment logic that consumes and responds to five (5) minute dispatch instructions from the CAISO in the form of economic instructions or operational curtailment orders to reduce their plant output level. This added operating capability requires an increased amount of IT utilization. Accordingly, each of these resources have an IT Factor of "2".

Table 2

Resource	Plant Max Capacity	Applied .3 Factor applied to Eligible Intermittent Resources	Estimated Schedule Count (50% Proration and 95% Capacity Factor)	IT Factor Units
SFWPA Woodleaf Power House (PH)	60	-	175 x 2 NCPA and CAISO schedules	2
SFWPA Forbestown PH	37.5	-		2
SFWPA Sly Creek PH	13	-		2
SFWPA Kelly Ridge PH	11	-		1
BART Sky River Wind	50	**15**		2
BART Slate 1 Solar	30	**9**	150 x 2 NCPA and CAISO schedules	2

FISCAL IMPACT:
The recommended adjustments will result in a change to all members' allocated shares of Power Management costs in varying proportion to their respective entitlement shares in each of the existing and new generating resources. Table 3 in the accompanying Appendix A to this staff report identifies the change in allocated costs associated with addition of the six (6) resources and removal of the Richmond Landfill PPA resource. If the proposed recalculation to the Nexant Model is approved, these reallocated amounts will appear beginning on the February 2022 All Resources Bill ("ARB").

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 December 1, 2021 the Facilities Committee was provided information regarding the recommendation to perform a mid-year adjustment to the FY2022 Nexant Cost Allocation Model. On January 5, 2022 the Facilities Committee reviewed and unanimously endorsed the recommendation above for Commission approval.

Respectfully submitted,

Marty Hall for

RANDY S. HOWARD
General Manager

Attachments:
- Resolution 22-06
- Table 3 – Appendix A

SR: 108:22

Appendix A

Table 3

	Mid -FY 2022 Recalculated Power Mgmt Allocated	Annual FY 2022 Approved Power Mgmt Allocated	Increase (Decrease)	% Diff
Alameda	$965,035	$1,037,232	($72,196)	-6.96%
BART	$997,947	$885,282	$112,665	12.73%
Biggs	$79,854	$80,836	($982)	-1.21%
Gridley	$134,849	$137,696	($2,847)	-2.07%
Healdsburg	$229,296	$225,669	$3,627	1.61%
Lodi	$1,226,775	$1,210,176	$16,600	1.37%
Lompoc	$525,898	$522,993	$2,905	0.56%
Palo Alto	$1,786,867	$1,868,219	($81,352)	-4.35%
Plumas Sierra	$400,347	$411,656	($11,308)	-2.75%
Port of Oakland	$551,808	$535,731	$16,077	3.00%
Roseville	$592,302	$552,523	$39,778	7.20%
Santa Clara	$3,778,550	$3,673,807	$104,743	2.85%
Truckee-Donner	$0	$0	$0	0.00%
Turlock Irrigation District	$145,385	$152,141	($6,756)	-4.44%
Ukiah	$314,902	$317,060	($2,158)	-0.68%
Direct to Programs - LEC	$1,336,061	$1,454,857	($118,796)	-8.17%
	$13,065,877	$13,065,877	$0	

RESOLUTION 22-06

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY ADOPTION OF RECALCULATED NEXANT COST ALLOCATION MODEL FOR FISCAL YEAR 2022

(reference Staff Report #108:22)

WHEREAS, the NCPA Commission accepted and approved the Nexant Power Management Allocation Study Phase IIa Report ('Final Report') on January 28, 2010 to establish cost allocation of Power Management and certain Administrative Services related activities among the members; and

WHEREAS, the implementation of six (6) new generating resources into the NCPA scheduling coordination portfolio during the course of Fiscal Year 2022, and having met the material project size threshold criteria recommended by the Facilities Committee in Resolution 10-16, necessitates the recalculation of the Fiscal Year 2022 Nexant Cost Allocation Model to take into account the determinants used for fair and equitable cost allocation associated with each of the six generating resources that represent the projects as described in the accompanying staff report; 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 adopts recalculation of the Nexant Cost Allocation Model for Fiscal Year 2022 to incorporate the mid-year addition of six (6) generating resources into the NCPA scheduling coordination portfolio and removal of one (1) generating resource in order to equitably allocate certain budgeted Power Management costs to members for Fiscal Year 2022.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022, by the following vote on roll call:

	Vote	Abstained	Absent
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			

_____
DAVID HAGELE
CHAIR

ATTEST:

_____
CARY A. PADGETT
ASSISTANT SECRETARY

18

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: Black & Veatch Corporation – Five Year Multi-Task Professional Services Agreement for Consulting Services Related to Project Support and Plant Operations; 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:	Randy Bowersox RB.	**METHOD OF SELECTION:**
	Assistant General Manager	*N/A*
Division:	Generation Services	*If other, please describe:*
Department:	Combustion Turbines	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

_____

_____

RECOMMENDATION:

Approve Resolution 22-07 authorizing the General Manager or his designee to enter into a Multi-Task Professional Services Agreement with Black & Veatch Corporation for consulting services related to project support and plant operations, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $3,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Consulting services related to project support and plant operations 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. The current agreement with Black & Veatch Corporation is expiring. 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 projects. NCPA has agreements in place for similar services with HDR Engineers and Worley Group, Inc.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed $3,000,000 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 the California Environmental Quality Act. No environmental review is necessary.

COMMITTEE REVIEW:

On December 1, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On December 6, 2021 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

Marty Hand for

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-07
- Multi-Task Professional Services Agreement with Black & Veatch Corporation

SR: 109:22

RESOLUTION 22-07

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION

(reference Staff Report #109:22)

WHEREAS, consulting services related to project support and plant operations 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, Black & Veatch Corporation is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task Professional Services Agreement with Black & Veatch Corporation 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 a Multi-Task Professional Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed $3,000,000 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 _____, 2022 by the following vote on roll call:

	Vote	Abstained	Absent
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			

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

MULTI-TASK PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND BLACK & VEATCH CORPORATION

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 Black & Veatch Corporation, a corporation with its office located at 11401 Lamar, Overland Park, KS 66211 ("Consultant") (together sometimes referred to as the "Parties") as of _____, 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 with the degree of care and skill ordinarily exercised by recognized engineering members of the design profession practicing under similar conditions at the same time and locality of the Project. Consultant represents that it is licensed, qualified and experienced to provide the Services set forth herein.

As used in this Section 1.2, "Warranty Period" means one (1) calendar year following completion of the Services, except that with regard to design, "Warranty Period" means one (1) calendar year following Substantial Completion of the related project; provided, however, that in no event will the Warranty Period extend beyond four years from Consultant's completion of the Services. "Substantial Completion" means the stage in which the progress of a project, or applicable portion thereof, is sufficiently complete such that the Agency can occupy or utilize the project or portion thereof for its intended purpose.

If, during the Warranty Period, it is shown there is an error in the Services caused solely by Consultant's failure to meet the standard of performance in this Section 1.2, and Agency has notified Consultant in writing of any such error within that period, Consultant shall re-perform, at no additional cost to Agency, such Services within the original scope of Services as may be necessary to remedy such error. Consultant shall reimburse Agency for any resulting costs, expenses or damages suffered by Agency, including but not limited to costs of removal, reinstallation, or re-procurement and any other third party costs, damages and losses incurred by Agency subject to the limitations in Section 5.3. Re-performed Services shall be warrantied for an additional year, not to exceed four years from the completion of the original Services.

If the Services include a technical review of work performed by Agency's contractors or consultants, Consultant shall provide such technical review in order for Agency to have a greater degree of confidence that such work will conform generally to the contract documents between Agency and Agency's contractors or consultants. Agency's contractors and consultants shall remain solely responsible for the quality of the work that Consultant reviews, and Consultant's review shall not be deemed to be a warranty or guarantee from Consultant regarding the quality of the work reviewed. Agency agrees that its exclusive remedy for defective work by others that is reviewed by Consultant shall be from Agency's contractors and consultants who performed the work.

Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Agency or third parties not under contract to Consultant (collectively, "Third Party Information"); provided, however, that (1) this provision shall not excuse Consultant's failure to perform the Services to the standard of care in this Section 1.2, and (2) where the scope of services includes checking or verifying the accuracy of Third Party Information, this provision shall not excuse Consultant from performing such checking or verifying to the standard of care in this Section 1.2.

The obligations and representations contained in this Section 1.2 are Consultant's sole warranty and guarantee obligations and Agency's exclusive remedy in respect of quality of the Services. EXCEPT AS PROVIDED IN THIS ARTICLE, CONSULTANT MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This Section 1.2 governs, modifies, and supersedes any other terms in this Agreement which may be construed to address warranties or guarantees or the quality of the Services.

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 (7) calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Consultant either chooses to perform or 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 be deemed to 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** THREE MILLION dollars ($3,000,000.00) 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 Services identifies tasks, for each work item in each task, a copy of the applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation, to Agency's reasonable satisfaction.

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

4.2.1 **Commercial General Insurance.** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of $2,000,000 per occurrence/$2,000,000 aggregate. Commercial general coverage shall be at least as broad as ISO Commercial General Liability form CG 0001 (current edition) on "an occurrence" basis covering 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 an "occurrence" basis, except that Consultant may maintain such insurance 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 in accordance with Subsection 4.4.1.

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 except for Workers Compensation, Employer's Liability and Professional

Liability policies, 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.** Subject to Section 5.3, below, 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 ensues 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 third-party claims for bodily injury (including death) or property damage 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. For the avoidance of doubt, claims of an employee of Agency or Consultant are deemed third party claims. Except for professional services addressed in California Civil Code Section 2782.8, 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 of negligence, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the Agency shall not apply to the proportional extent that such Liabilities are caused by the negligence, active negligence, or willful misconduct of the Agency. The indemnification and defense obligation in this section shall conform to California Civil Code Section 2782.8.

5.3 **Limitation of Liability.**

(a) In no event shall Consultant be liable to Agency for any loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions (other than sanctions imposed on Consultant by governmental and regulatory agencies); and claims of customers for such damages; or for any special, consequential, incidental, indirect, punitive, or exemplary damages in any way arising from or related to the performance of this Agreement;

(b) The total cumulative liability of Consultant and any entity owned by, owning, controlled by, controlling or under common control of Consultant to Agency for all claims, losses, damages, and expenses in any way arising from or related to the performance of this Agreement shall not be greater than Two Million Dollars ($2,000,000).

To the fullest extent allowed by law, releases from, waivers of, and limitations of liability shall apply notwithstanding the breach of contract, tort including negligence, strict liability or other theory of legal liability of the party released or whose liability is limited.

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. Agency shall not have the right to control the means, methods, techniques, sequences or procedures 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. If Agency has not issued any requests for Services or Purchase Orders to Consultant and if any previously issued requests for Services or Purchase orders are completed to Agency's satisfaction, Consultant may cancel this Agreement without cause upon thirty (30) days prior written notice to Agency.

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 Work Product, 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.** Prior to creating photographic, video, or other visual recordation of a secured Agency facility, Consultant shall obtain express written permission from Agency specifically identifying the facilities to be included in the visual record. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, notes, memoranda, or any other documents or materials, including all versions of such documents or materials, in written, electronic, or any other form, that Consultant creates, prepares, or obtains pursuant to this Agreement and that relate to the matters covered hereunder ("Work Product") shall be the property of the Agency. Consultant hereby agrees to deliver the Work Product to the Agency upon termination of the Agreement. Consultant may retain any copies of any Work Product pursuant to Section 9.4. Agency and Consultant agree that, unless approved by Agency in writing, Consultant shall not release any Work Product to any non-parties to this Agreement any data, plans, specifications, reports and other documents. Consultant grants to Agency an irrevocable (except in the event of a breach of this license), nonexclusive, royalty-free license to utilize Consultant's proprietary

property provided to Agency as part of the Services to the extent necessary for Agency's use.

Consultant represents that the Work Product will be delivered to Agency free of encumbrances, including copyright or licensing restrictions, that would limit the ability of the Agency to adapt, modify, or otherwise use the Work Product.

Notwithstanding anything to the contrary, Consultant shall have no responsibility or liability for any claims, losses, or damages caused by Agency's re-use of Work Product on other projects or for purposes outside the scope of this Agreement, and Consultant shall have no liability for Agency's alteration or modification of the work product without Consultant's prior review and written approval.

Nothing contained in this Section shall be construed as limiting or depriving Consultant of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. Notwithstanding anything to the contrary, Consultant shall retain ownership of Consultant's prior developed intellectual property (including standard drawings and specifications, computer programs and models, copyrights, trade secrets, patented, patent pending, or other patentable technology, processes, or business practices) as long as all of these materials were developed prior to the Services and developed without compensation from Agency.

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"). By disclosing Confidential Information, the Disclosing Party represents that it has the legal right to disclose the Confidential Information and that the disclosure to the Receiving Party will not violate any law, agreement, or any other applicable restriction as to the disclosure of the Confidential Information. 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, Consultant shall be permitted to generally reference the Services in resumes and proposals with the exception of photos and drawings. Additionally, 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 its or its affiliates' directors, officers, employees, agents, consultants, contractors, subcontractors or suppliers, or other representatives of Receiving Party that have a need to know in connection with this Agreement, that are informed of the confidentiality provisions in this Agreement, and who agree to comply with the confidentiality provisions in this Agreement; ***provided however***, that for disclosure to a subcontractor or supplier, the Receiving Party shall obtain in writing, a confidentiality undertaking containing obligations no less stringent as the obligations contained herein, and shall furnish proof thereof to the Disclosing Party upon its request.

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 back-up purposes in its computer system and; (b) in files of its legal department or outside counsel; and (c) in files of Receiving Party and its 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 and its affiliates' employees, agents, consultants, contractors and subcontractors who have a need to know in connection with this Agreement and in accordance with the terms of 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:

Black & Veatch Corporation
Attention: Michael Fisher, Project Manager
4600 South Syracuse Street, Suite 800
Denver, CO 80237

With a copy to:

Black & Veatch Corporation
Attention: Legal Department
11401 Lamar Avenue
Overland Park, KS 66211

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, and that the provisions of Section 5, Section 9, and Section 11 shall be extended to include such Member.

10.16 **Representations and Remedies.** Except as otherwise stated in this Agreement, the warranties, obligations, liabilities and remedies of the parties, as provided herein, are the sole and exclusive remedies of the parties for the matters to which they specifically pertain, notwithstanding any remedy otherwise available at law or in equity.

Section 11. SAFETY AND HAZARDOUS MATERIALS.

11.1 **Safety and Environmental Regulations.** Consultant shall be responsible for the safety of its own employees at all times during the performance of any Services. Consultant's safety program shall include all requisite components required under Federal, state and local regulations, and shall comply with all written or oral safety instructions or programs at any Agency facility or project site, if applicable.

11.1.1 Consultant shall not have control or charge of and shall not be responsible for: construction means, methods, techniques, sequences, or procedures of construction; the acts or omissions of Agency's contractors, vendors or suppliers; or the safety or environmental precautions and programs in connection with the work performed by Agency's contractors, vendors or suppliers; provided, however, that this Section 11.1.1 shall not apply where the Services specified in a Purchase Order specifically include these responsibilities.

11.1.2 Consultant shall not be responsible for the adequacy or completeness of any other entity's safety or environmental programs, procedures, or

precautions at the job site, and Consultant shall not have the authority to stop such other entity's work; provided, however, that this Section 11.1.2 shall not apply where the Services specified in a Purchase Order specifically include such responsibilities.

11.2 **Pre-Existing Contamination.** "Hazardous Waste" means any toxic or radioactive substance so defined under applicable federal, state or local laws or regulations. "Pre- Existing Contamination" is any Hazardous Waste present at the job site that was not brought onto such site by Consultant at the direction of Consultant, or as to which Consultant would have no liability in the absence of this Agreement. Notwithstanding anything in this Agreement to the contrary, title to, ownership of, and legal responsibility and liability for Pre-Existing Contamination shall at all times remain with Agency. Agency agrees to release, defend, indemnify, and hold Consultant harmless from and against any and all liability and claims, including attorneys' fees, that may in any manner arise in any way directly or indirectly from such Pre-Existing Contamination except to the extent Agency retains Consultant to provide services under this Agreement to assist Agency to address Pre-Existing Contamination.

Consultant shall not have or exert any control over Agency in Agency's obligations or responsibilities as a generator in the storage, transportation, treatment, or disposal of any Pre-Existing Contamination except to the extent Agency retains Consultant to provide services under this Agreement to assist Agency to address Pre-Existing Contamination. Agency shall complete and execute any forms or certificates relating to regulated activities, including generation, storage, handling, treatment, transportation, or disposal of Pre-Existing Contamination. In the event that Consultant's sole involvement with Pre-Existing Contamination is exclusively limited to the execution or completion of any such forms or certificates at the direction of Agency, Consultant shall be, and be deemed to have acted as, Agency's agent.

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

SIGNATURES ON FOLLOWING PAGE

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NORTHERN CALIFORNIA POWER AGENCY

Date_____

_____

RANDY S. HOWARD,
General Manager

Attest:

_____
Assistant Secretary of the Commission

Approved as to Form:

_____
Stephen C. Pearson, Assistant Counsel

BLACK & VEATCH CORPORATION

Date_____

_____

JON R. FEICKERT,
Associate Vice President

EXHIBIT A

SCOPE OF SERVICES

Pursuant to Section 1.4 of the Agreement, Black & Veatch Corporation ("Consultant") shall provide consulting services related to project support and plant operations 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:

- Feasibility Studies
- Business Model Development
- Conceptual Design
- Cost Estimating
- Contract Planning
- Engineering Services (preliminary and detailed)
- Engineering Studies
- Execution Planning
- Operations and Maintenance Evaluation and Support
- Vendor Quality Assurance
- Construction Management
- Start-up and Commissioning Service
- Customer Information System Services
- Meter Data Management System Services
- Advanced Metering Infrastructure Services
- Smart Grid Solutions
- Technology Advisory Services
- Project Management Services
- Smart Grid Consulting Services

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

HOURLY BILLING RATES (see Client Billings and Notes)	
Title/Description/Hourly Billing Rate ($USD)	
Project Administration	
Project accounting and office support including clerical, secretarial and billing.	
Project Administration	$67.00
Technicians and Technical Support	
Technical designers, drafters, and other technical support functions.	
Associate Technician / Designer	$71.00
Staff Technician / Designer	$103.00
Lead Technician/Designer	$152.00
Senior Technician/Designer	$199.00
Engineering and Management	
Engineering design, analysis, and management. Includes departmental and project assignments including project management, executives and engineering department management.	
Associate Engineers	$93.00
Staff Engineers	$117.00
Design Engineers	$150.00
Project Engineers	$179.00
Senior Engineers	$211.00
Engineering Managers	$229.00
Project Managers	$233.00
Senior Project Managers	$281.00
Professionals and Professional Support	
Professionals who assess and track the cost related to projects, perform planning and scheduling functions related to projects, provide procurement and construction support, provide permitting support, and support other project related activities.	
Associate Professional	$88.00
Staff Professional	$137.00
Lead Professional	$185.00
Senior Professional	$261.00
Specialized Staff	
Specialist staff who provide quality analysis/quality control, business analysis and related services.	
Associate Specialist	$97.00
Staff Specialist	$135.00
Lead Specialist	$190.00
Senior Specialist	$220.00

Client Billings: Client shall pay to Engineer for the performance of the Services the sum of the following amounts unless the compensation is otherwise stated in the specific task assignment.

1. Labor cost will be billed as actual hours charged to this project by Black & Veatch personnel and in accordance with the rates above.
2. Typical and customary home office expenses, including computer related expenses (network server charges, PC usage charges, software and design application charges, printing, plotting, and server storage), reprographic services, document production, fax, telephone, postage/courier, etc. will be billed at a rate of $9.25 per hour of direct billed labor.
3. Expenses for travel and lodging will be billed at actual cost. These expenses include cost such as air-fare, personal mileage, lodging, meals, motor vehicles rental, telephone, special rental equipment, etc.
4. Cost of 3rd party services and for non-customary office costs such as production printing will be billed at actual cost plus 10%.
5. Field assignments of longer than 60 days will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus uplift as determined by current field services policy. Expenses for field assignments can be per diem, actual expenses, or a combination of both as specific to the assignment.
6. Overtime applies only to non-exempt personnel as defined by the US Federal Wage and Hour Law. Overtime will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus 50%.
7. Any other professionals not specifically identified above will be placed in the most appropriate category above based on function and experience.

Notes:

1. Billing rates are subject to annual adjustment on each January 1.
2. This Rate Sheet contains information that may be privileged, confidential and exempt from disclosure under applicable law. Any unauthorized disclosure, copying, or distribution of this document or any of its contents is prohibited.

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.

The rates above are subject to one (1) annual adjustment upon thirty(30) days' prior written notice to Agency.

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

Black & Veatch Corporation

(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.

NCPA
NORTHERN CALIFORNIA POWER AGENCY

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: ACCO Engineered Systems, Inc. – Five Year Multi-Task General Services Agreement for HVAC 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:	Randy Bowersox R.B.	**METHOD OF SELECTION:**
	Assistant General Manager	*N/A*
Division:	Generation Services	*If other, please describe:*
Department:	Combustion Turbines	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

_____

_____

RECOMMENDATION:

Approve Resolution 22-08 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement with ACCO Engineered Systems, Inc. for HVAC maintenance services, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $750,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

HVAC maintenance services are required from time to time for the operation and maintenance of facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members. The current agreement with ACCO Engineered Systems, Inc. is expiring. 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 projects. NCPA has agreements in place for similar services with ABM Building Solutions, Comfort Air, Inc., Creative Cooling Technologies, EMCOR Services Mesa Energy, Johnson Controls, Inc. and Pullman Heating & Cooling, Inc.

FISCAL IMPACT:

Upon execution, the total cost of the agreement is not to exceed $750,000 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 December 1, 2021 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On December 6, 2021 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

Marty Hall for

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-08
- Multi-Task General Services Agreement with ACCO Engineered Systems, Inc.

SR: 110:22

RESOLUTION 22-08

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT WITH ACCO ENGINEERED SYSTEMS, INC.

(reference Staff Report 110:22)

WHEREAS, HVAC maintenance 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, ACCO Engineered Systems, Inc. is a provider of these services; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement with ACCO Engineered Systems, 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 a Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed $750,000 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 _____, 2022 by the following vote on roll call:

	Vote	Abstained	Absent
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			

_____
DAVID HAGELE
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY

MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
ACCO ENGINEERED SYSTEMS, 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 ACCO Engineered Systems, Inc., a corporation with its office located at 888 E. Walnut Street, Pasadena, CA 91101 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

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

1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

1.2 **Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.

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

1.4 **Work Provided.** Work provided under this Agreement by Contractor may include Work directly to the Agency or, as requested by the Agency and consistent with the terms of this Agreement, to Agency members, Southern California Public Power Authority ("SCPPA") or SCPPA members.

1.5 **Request for Work to be Performed.** At such time that Agency determines to have Contractor perform Work under this Agreement, Agency shall issue a Purchase Order. The Purchase Order shall identify the specific Work to be performed ("Requested Work"), may include a not-to-exceed cap on monetary cap on Requested Work and all related expenditures authorized by that Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor agrees to perform the Requested Work, begins to perform the Requested Work, or does not respond within the seven day period specified, then Contractor will have

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

Section 2. **COMPENSATION.** Agency hereby agrees to pay Contractor an amount **NOT TO EXCEED** SEVEN HUNDRED FIFTY THOUSAND dollars ($750,000.00) 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 will be notified and given a 14 day period to submit a final invoice, after which time Contractor is deemed to have waived its right to collect its final payment for the Requested Work from Agency if an invoice is not submitted.

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) or equivalent 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) or equivalent 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, active negligence and willful misconduct 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 at the Contractor's published rate sheet 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. Contractor's warranty is for a period of one (1) year commencing upon substantial completion of our work or upon beneficial usage by Owner of Work rendered, whichever is earlier.

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 and expert witness 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 where the project is located 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:

ACCO Engineered Systems, Inc.
Attention: Stephen Alwan
9290 Beatty Drive
Sacramento, CA 95826

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager

Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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_____

_____

RANDY S. HOWARD,
General Manager

Attest:

_____
Assistant Secretary of the Commission

Approved as to Form:

_____
Jane E. Luckhardt, General Counsel

ACCO ENGINEERED SYSTEMS, INC.

Date_____

_____

HUGH PALMER,
Risk Manager Contracts

EXHIBIT A

SCOPE OF WORK

ACCO Engineered Systems, Inc. ("Contractor") shall provide HVAC and other maintenance 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) and by SCPPA Members:

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

- HVAC Maintenance/Replacements (if needed)
- Swamp Cooler Maintenance/Replacements (if needed)
- Chiller Maintenance/Replacements (if needed)
- Backflow Preventer Inspections/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:

CT Facilities Specific Pricing:

5 YEAR MAINTENANCE BUDGETING					
YEAR 1	OCT	JAN	APR	JUL	TOTAL ANNUAL COST
2131 W Turner, Lodi	$ 942.00	$ 628.00	$ 942.00	$ 628.00	$ 3,140.00
12745 N Thornton, Lodi	$ 7,605.00	$ 3,549.00	$ 5,577.00	$ 3,549.00	$ 20,280.00
2900 Main, Alameda	$ 1,065.00	$ 710.00	$ 1,065.00	$ 710.00	$ 3,550.00
				TOTAL	$ **26,970.00**
YEAR 2	OCT	JAN	APR	JUL	TOTAL ANNUAL COST
2131 W Turner, Lodi	$ 951.42	$ 634.28	$ 951.42	$ 634.28	$ 3,171.40
12745 N Thornton, Lodi	$ 7,681.05	$ 3,584.49	$ 5,632.77	$ 3,584.49	$ 20,482.80
2900 Main, Alameda	$ 1,075.65	$ 717.10	$ 1,075.65	$ 717.10	$ 3,585.50
				TOTAL	$ **27,239.70**
YEAR 3	OCT	JAN	APR	JUL	TOTAL ANNUAL COST
2131 W Turner, Lodi	$ 960.93	$ 640.62	$ 960.93	$ 640.62	$ 3,203.11
12745 N Thornton, Lodi	$ 7,757.86	$ 3,620.33	$ 5,689.10	$ 3,620.33	$ 20,687.63
2900 Main, Alameda	$ 1,086.41	$ 724.27	$ 1,086.41	$ 724.27	$ 3,621.36
				TOTAL	$ **27,512.10**
YEAR 4	OCT	JAN	APR	JUL	TOTAL ANNUAL COST
2131 W Turner, Lodi	$ 970.54	$ 647.03	$ 970.54	$ 647.03	$ 3,235.15
12745 N Thornton, Lodi	$ 7,835.44	$ 3,656.54	$ 5,745.99	$ 3,656.54	$ 20,894.50
2900 Main, Alameda	$ 1,097.27	$ 731.51	$ 1,097.27	$ 731.51	$ 3,657.57
				TOTAL	$ **27,787.22**
YEAR 5	OCT	JAN	APR	JUL	TOTAL ANNUAL COST
2131 W Turner, Lodi	$ 980.25	$ 653.50	$ 980.25	$ 653.50	$ 3,267.50
12745 N Thornton, Lodi	$ 7,913.79	$ 3,693.10	$ 5,803.45	$ 3,693.10	$ 21,103.45
2900 Main, Alameda	$ 1,108.24	$ 738.83	$ 1,108.24	$ 738.83	$ 3,694.14
				TOTAL	$ **28,065.09**

UNIT REPLACEMNT BUDGETING					
YEAR 1-2-3	TCC Unit 2	Generator #2	BOP	TCC 1	
2900 Main, Alameda	**$ 15,000.00**	**$ 15,000.00**	**$ 15,000.00**	**$ 15,000.00**	
				TOTAL	$ **60,000.00**
YEAR 1-2-3	CT2 10Ton	CT2 10Ton			Relocate Fan Coil & Duct
12745 N Thornton, Lodi	**$ 18,000.00**	**$ 18,000.00**			
2131 W Turner, Lodi					$ **8,500.00**
				TOTAL	$ **44,500.00**
YEAR 4-5	CT2 10ton	CT2 10 Ton	CT1 4 Ton	CT1 4 Ton	Relocate Fan Coil & Duct
2131 W Turner, Lodi			**$ 15,000.00**	**$ 15,000.00**	
				TOTAL	$ **30,000.00**

*** Unit Replacement pricing is budgetary, cost may increase if equipment and material pricing is increased.**

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

ACCO Engineered Systems, 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)

_____

20

A PUBLIC AGENCY
NCPA
NORTHERN CALIFORNIA POWER AGENCY

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: Control Components, Inc. – Five Year Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies for Valve and Vent 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:	Randy Bowersox R.B.	**METHOD OF SELECTION:**
	Assistant General Manager	*N/A*
Division:	Generation Services	*If other, please describe:*
Department:	Combustion Turbines	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

_____

_____

RECOMMENDATION:

Approve Resolution 22-09 authorizing the General Manager or his designee to enter into a Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc. for valve and vent maintenance services and spare parts, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

BACKGROUND:

Valve and vent maintenance services and spare parts 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. The current agreement with Control Components, Inc. is expiring. 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 projects. NCPA has agreements in place for similar services with Bay Valve Service and Custom Valve Solutions.

FISCAL IMPACT:

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

SELECTION PROCESS:

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

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

On January 5, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

On January 10, 2022 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

Marty Hall for

RANDY S. HOWARD
General Manager

Attachments (2):

- Resolution 22-09
- Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc.

SR: 111:22

RESOLUTION 22-09

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK GENERAL SERVICES AGREEMENT AND AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES WITH CONTROL COMPONENTS, INC.

(reference Staff Report 111:22)

WHEREAS, valve and vent maintenance services and spare parts 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, Control Components, Inc. is a provider of these services and parts; and

WHEREAS, the NCPA Commission has reviewed the Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies with Control Components, Inc. to provide such services and spare parts 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 a Multi-Task General Services Agreement and Agreement for Purchase of Equipment, Materials and Supplies, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed $1,000,000 over five years, for use at any facilities owned and/or operated by NCPA, NCPA Members, by SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

	Vote	Abstained	Absent
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			

_____
DAVID HAGELE
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY

MULTI-TASK
GENERAL SERVICES AGREEMENT AND AGREEMENT FOR PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES BETWEEN THE NORTHERN CALIFORNIA POWER AGENCY AND CONTROL COMPONENTS, INC.

This agreement for general services and purchase of equipment, materials, and supplies ("Agreement") is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and Control Components Inc., a corporation with its office located at 22591 Avenida Empresa, Rancho Santa Margarita, CA 92688 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2022 ("Effective Date") in Roseville, California.

Section 1. **SCOPE OF WORK**. Subject to the terms and conditions set forth in this Agreement, Contractor is willing to provide to Agency the range of services and/or equipment, materials, and supplies ("Goods") described in the Scope of Work attached hereto as Exhibit A and incorporated herein (both services and Goods collectively referred to as "Work" herein). Contractor shall be responsible at its sole expense for delivering the Goods, as further specified herein, to the specified Project Site, DDP, and title shall not pass until the Agency accepts delivery at the Site. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter.

1.2 **Standard of Performance.** Contractor shall perform the Work in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged and for which Contractor is providing the Work. Contractor represents that it is licensed, qualified and experienced to provide the Work set forth herein.

1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform 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 or monetary cap on Requested Work and all related expenditures authorized by that

Purchase Order, and shall include a time by which the Requested Work shall be completed. Contractor shall have seven calendar days from the date of the Agency's issuance of the Purchase Order in which to respond in writing that Contractor chooses not to perform the Requested Work. If Contractor begins to perform the Requested Work and provides written notification of such to Agency, within the seven day period, then Contractor actions shall indicate that they agree to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

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

2.1 Invoices.

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

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

For Goods: Contractor shall submit an invoice upon delivery of the Goods per the delivery terms of the Agreement Contractor shall include the number of the Purchase Order which authorized the Goods for which Contractor is seeking payment.

All 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 payments, based on invoices received, for Work satisfactorily performed and for authorized reimbursable costs incurred, or for delivery of the Goods, per the delivery terms of this Agreement. Agency shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

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

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

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work. The site is responsible for providing and installing scaffolding and cranes if required.

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

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

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

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

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

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

4.3 **Professional Liability Insurance.** Intentionally left blank.

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

4.5 **All Policies Requirements.**

4.5.1 **Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) policy endorsements to the policies referenced in Section 4.2 and in Section 4.5, if applicable, adding the Agency as an additional insured and declaring such insurance primary in regard to work performed pursuant to this Agreement.

4.5.2 **Notice of Reduction in or Cancellation of Coverage.** Contractor shall provide at least thirty (30) days prior written notice to Agency of any cancellation, or other material modification adverse to Agency of the policies referenced in Section 4, including, but not limited to, a reduction in scope, or amount below the scope, or amounts.

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 and 4.5.5, 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, to the extent caused by the negligent acts or omissions of Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency.

Section 6. STATUS OF CONTRACTOR.

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

not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

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

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

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

6.5 **Certification as to California Energy Commission Regarding Hazardous Materials Transport Vendors.** If requested by the Agency, Contractor shall, at the same time it executes this Agreement, execute Exhibit D.

6.6 **Maintenance Labor Agreement.** If the Work is subject to the terms of one or more Maintenance Labor Agreements, which are applicable only to certain types of construction, repair and/or maintenance projects, then Contractor shall execute Exhibit E and/or similar documentation as to compliance.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Contractor and its subcontractors and agents, if any, shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Licenses and Permits.** Contractor represents and warrants to Agency that Contractor and its employees, agents, and subcontractors (if any) have and will maintain at their sole expense during the term of this Agreement all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice their respective professions.

7.4 **Monitoring by DIR.** The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.5 **Registration with DIR.** During the term of this Agreement, Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.

7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination as well as compensation for work performed prior to the notice of termination, including Contractor's actual, direct, unavoidable direct costs resulting from such termination. "Actual, direct, unavoidable costs" include staff hours expended and materials acquired as of the date of termination, expenses incurred by reason of termination or cancellation of agreements between Contractor and its sub-suppliers, and other similar costs, but shall not include profit or overhead expenses of Contractor. Contractor shall make every reasonable effort to

minimize such costs upon termination. In no event shall the compensation of Contractor provided for in this Section exceed the cost of the applicable Purchase Order(s).All cost claimed must be documented by including, but not limited to, contracts, timesheets, purchase orders, etc. Agency, however, may condition payment of the compensation provided for in this Section 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 for services shall be free from defects in design and workmanship, for a period of one hundred and eighty (180) days 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.

Without limiting the generality of the foregoing, and in addition to any and all warranties provided or implied by law or public policy, or any other warranties provided by Contractor, Contractor warrants that all Goods are free from defects in design and workmanship; comply with applicable federal, state and local laws and regulations; are new, of good quality and workmanship, and free from defects; are suitably safe and sufficient for the purpose for which they are normally used; and are not subject to any liens or encumbrances. Contractor shall provide all Goods in accordance with all applicable engineering, construction and other codes and standards, in accordance with prudent electrical utility standards, and in accordance with the terms of this Agreement applicable to such Goods, all with the degree of high quality and workmanship expected from purveyors engaged in the practice of providing materials and supplies of a similar nature.

Contractor shall be under no liability in respect of any defects arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Contractor's instructions, storage, installation, start up, maintenance and repair guidelines, modification, disassembly, alteration or repair of the Goods without Contractor's written approval or where the Goods have been subject to corrosion or have been misused, mishandled or improperly installed. The above warranties do not extend to the supply of soft goods (i.e., balance seals, gaskets, pistons) required to inspect or maintain any part of the Goods supplied unless the repair or replacement of the Goods also requires replacement of associated soft

goods. Goods repaired and parts replaced during the warranty period shall be in warranty for the remainder of the original warranty period.

Contractor's warranty liability is limited solely to repair or replacement of nonconforming Work. Alternatively, at Agency's option to: 1) refund to Agency the purchase price allocable to the nonconforming or warranty portion of the Contract; or 2) reimburse Agency for such repair or replacement performed by a third party mutually selected and approved by Contractor and Agency.

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 one hundred and eighty (180) days 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. In the event of a defect, Agency shall provide clear access to the Work at the installation site (including scaffolding); and any information available to support detecting the cause of the defect; provided, however, that Contractor shall be responsible for any cost related to uncovering, disassembly or reassembly of parts or hardware required for Contractor to perform its warranty obligations.

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:

Control Components, Inc.
Attention: Gil Ramirez
22591 Avenida Empresa
Rancho Santa Margarita, CA 92688

Any written notice to Agency shall be sent to:

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 any other clause in this Agreement to the contrary, and except in the case of Contractor's gross negligence and/or willful misconduct and claims for personal injury including death, violation of laws or intellectual property infringement, Contractor's maximum aggregate liability for any and all other damages and losses shall not exceed the value of this Agreement as specified in Section 2.

Neither Party shall under any circumstances whatsoever be liable to the other party in contract, tort (including negligence), strict liability, warranty, indemnity or otherwise for any, (i) loss of anticipated profits or revenues, (ii) loss of use or any losses in relation to business interruption, (iii) loss of production, (iv) non-operation of other equipment, (v) cost of capital, (vi) downtime costs (vii) cost of purchased or replacement power and/or facilities, (viii) claims of customers of Agency for damages or (ix) other indirect, incidental, special, punitive or consequential damages that arises under or in connection with the Agreement, regardless of which party caused any such damages or losses.

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

NORTHERN CALIFORNIA POWER AGENCY

Date_____

_____

RANDY S. HOWARD,
General Manager

Attest:

_____
Assistant Secretary of the Commission

Approved as to Form:

_____
Jane E. Luckhardt, General Counsel

CONTROL COMPONENTS, INC.

Date_____

_____

ABHIJIT RAO,
Chief Financial Officer

EXHIBIT A

SCOPE OF WORK

Control Components, Inc. ("Contractor") shall provide valve and vent 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:

- System Valve Design & Performance Evaluations
- Inspections of Bypass System
- Conduct Root Cause Analysis on Valve Failures
- Onsite Training
- Miscellaneous Maintenance Services

At the request of Agency, NCPA Members, SCPPA or SCPPA members, Contractor shall also supply valve spare parts with agreed upon timeframe based on approved detailed list of item(s) on Purchase order(s).

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:

Field Service Rate Sheet 2022
North America - USA & Canada

IMI CCI

Standard weekly working days (Monday-Friday) 5
Standard working hours (Monday-Friday 8:00AM to 5:00PM) 40

Valid until. 12/31/2022
Rev. 3.0

Hourly Rates		Currency	IMI CCI Field Service Technician		
Travel Rate (Domestic)			STD	OT	DT
Monday - Friday (Max 12hrs.)**	Per Hour	USD	$137	N/A	N/A
Saturday, Sunday & Holidays (Max 12hrs.)**	Per Hour	USD	$164	N/A	N/A
Labor Rate - Technician					
Monday - Friday*	Per Hour	USD	$191	$287	$382
Saturday*	Per Hour	USD	$287	$382	$382
Sunday & Holidays*	Per Hour	USD	$382	$382	$382
Labor Rate - Supervisor					
Monday - Friday*	Per Hour	USD	$208	$311	$415
Saturday*	Per Hour	USD	$311	$415	$415
Sunday & Holidays*	Per Hour	USD	$415	$415	$415
Labor Rate - Valve Doctor					
Monday - Friday*	Per Hour	USD	$229	$328	$437
Saturday*	Per Hour	USD	$328	$437	$437
Sunday & Holidays*	Per Hour	USD	$437	$437	$437

STD - Hours on the job up to 8
OT - Hours on the job beyond 8 and up to 12 are charged at Time and One Half (1.5x) STD
DT - Hours beyond 12 are charged at Double (2x) STD Time, up to the maximum rate
"Turn Key Service" requires a minimum of 1 Supervisor & 1 Technician onsite per shift; subject to additional toolbox / equipment rental fees & freight charges
"Supervisory Service" requires a minimum of 1 Supervisor onsite per shift; Supervisor will lead customer appointed crew; subject to additional toolbox / equipment rental fees & freight charges
Travel to and from the site will be billed at standard travel rate

Special Rates			
Site Evaluation Walkdown (Limited to 8hrs.)	Per Day	USD	$800.00
Detailed Valve Report	Per Valve	USD	$150.00

Standby Rates (Shift is minimum of 8 Hours)		
On-Site Standby Time: Hours during the Technician's shift when the Technician is not released from the site and is ready and able to work but is unable to do so because Customer ordered the delay, Customer is not ready (e.g., site not ready, other responsibilities of Customer not completed, etc.), or other causes beyond the Customer's control such as weather.	USD	At Applicable Hourly Rate*
Off-Site Standby Time: Hours during the Technician's shift when the Technician is ready and able to work but is released from the site before all or any of the shift is completed. During this off-site standby time, the Technician will remain on call for the remainder of the shift and be ready to return to the site if requested by the Customer.	USD	At Applicable Travel Rate**

Billable Expense		Billable Expense + Administration Fee	
Daily Meal expense	**$80 per day**	Airfare	**Actual Cost + 10% Administration Fee**
Freight/Fuel/Tolls/Parking/Transportation (e.g. taxi)	**Actual Cost**	Accommodation	**Actual Cost + 10% Administration Fee**
Private (Personal) Motor Vehicles	**$0.54 Per Mile**	Rental car	**Actual Cost + 10% Administration Fee**

Miscellaneous Charges/Payment information/Annual Rate Increase

In-process Badging time is charged at the prevailing Nuclear Service rate.
Customer required safety classes and certification courses (whether held on-site or made available online) are billable at regular rates, plus any course fees.
Unless otherwise agreed in the Purchase Order or contract, invoices for payment are due 30 days from receipt of invoice. Customer shall contact IMI CCI on or before the invoice due date if there is dispute on any portion of the invoice charges.
Service rates are valid for the year specified. Rates are subject to a yearly increase not to exceed 4%. Increases are based on numerous factors including the U.S. Dept. of Labor's Bureau of Labor Statistics.

2022 IMI CCI Observed Holidays

Holidays applicable for "Holiday rate": New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Winter Holiday (December 24th, 25th), New Year's Eve - Subject to Change

Urgent call surcharge (on site in less than 48 hours) are subject to 15% mark up on all labor charges.

Total service time not to exceed 16 hours per technician in any 24 hour period.

In adherence with labor statutes, IMI CCI reserves the right to rotate personnel during the course of the calendar month.

Field Service Rental Rates - 2022
North America

IMI CCI

Valid until. 12/31/2022
Rev. 3

IMI CCI Tool Box Rental

Description	Type	Daily rate	Mobilization
FS Toolbox		$250	$1,000
RDU Tool Boxes	Gang Box	$350	$2,500
Hytorc	1000...4500 Nm torque values	$400	$1,000
FS&R Trailer	FS&R Semi-Trailer	$1,000	$2,500

Machines

Climax / ASM-2 Plunge Cutting Machine	Seat Cutting	$400	$1,750
TD-1 / TD-2 Field Machining Tool	Field Machining	$500	$2,000
BTG Grinding Tools	BTG Seat Grinding	$200	$500
VLN Tooling	VLN Repair	$200	$500

Misc.

General terms for rental of equipment

Rental duration
Duration will be calculated from the day the equipment is first used for the specified job and until it returns to CCI custody.

Daily rate
Will be applied from the 1st day onwards.

Mobilization/Shipment
Shipment to/from site will be arranged by IMI CCI for routine >4 days transit time. Any freight <4 days will be invoiced additionally at cost.

Consumables
Consumables used during service of the device (i.e. cutters etc.) will be invoiced based on actuals used.

Such rate sheet is valid for the current year and a new rate sheet will apply at the beginning of each calendar year of the agreement, available upon request from Contractor.

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

Control Components, Inc.

(Company name)

for contract work at

_____

(Project name and location)

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

_____

(Signature of officer or agent)

Dated this _____ day of _____, 20 ___.

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

NOT APPLICABLE

EXHIBIT D

CERTIFICATION

Affidavit of Compliance for Hazardous Materials Transport Vendors

I, _____,

(Name of person signing affidavit)(Title)

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

_____

(Company name)

for hazardous materials delivery to:

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

(Project name and location)

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

_____

(Signature of officer or agent)

Dated this _____ day of _____, 20 __.

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

NOT APPLICABLE
EXHIBIT E

ATTACHMENT A [from MLA]
AGREEMENT TO BE BOUND

MAINTENANCE LABOR AGREEMENT ATTACHMENT
LODI ENERGY CENTER PROJECT

The undersigned hereby certifies and agrees that:

1) It is an Employer as that term is defined in Section 1.4 of the Lodi Energy Center Project Maintenance Labor Agreement ("Agreement" solely for the purposes of this Exhibit E) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section 1.2 and 2.1 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

2) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and condition of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.

3) If it performs Covered Work, it will be bound by the legally establishes trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.

4) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

5) It will secure a duly executed Agreement to be Bound, in form identical to this documents, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer

_____

_____
(Authorized Officer & Title)

_____

_____
(Address)

A PUBLIC AGENCY
NCPA
NORTHERN CALIFORNIA POWER AGENCY

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: Reaffirm the Existence of a Local Emergency Concerning the COVID-19 Virus, Authorizing the General Manager as the Director of Emergency Services to Coordinate Planning, Preparedness and Response Efforts Regarding COVID-19

AGENDA CATEGORY: Consent

FROM:	Randy S. Howard	**METHOD OF SELECTION:**
	General Manager	*N/A*
Division:	Executive Services	*If other, please describe:*
Department:	General Manager	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

_____

_____

RECOMMENDATION:

Adopt Resolution 22-12 Reaffirming the Existence of a Local Emergency Concerning the COVID-19 Virus, Authorizing the General Manager as the Director of Emergency Services to Coordinate Planning, Preparedness and Response Efforts Regarding COVID-19. Resolution 22-12 contains all of the following Commission actions to respond to the COVID-19 pandemic:

1. Recognizes the personal sacrifices and dedication of the Agency's employees who continue working to provide vital, essential electric service to the Agency's Members and customers during this global pandemic; and

2. Declares that a State of Emergency exists in respect to COVID-19; and

3. Authorizes during the existence of said State of Emergency, the General Manager to: 1) exercise the powers, functions and authority as the Director of Emergency Services including those prescribed by state law or by resolution of the Agency, and 2) take all other necessary actions to comply with existing and future emergency enacted federal legislation, executive orders, emergency enacted state legislation, directives of public health officials and similar laws, orders or directives so that the General Manager is hereby empowered to respond effectively to COVID-19; and

4. Authorizes the General Manager to enter into such agreements with third parties as may be necessary to restore, repair, or maintain the essential electric services provided by the Agency; and

5. Waives the provisions of NCPA Commission Resolution No. 13-79, limiting the purchasing authority of the General Manager to $250,000 and increases that authority to 4 times the delegated authority, with respect to those purchases of goods and services necessary or required by the Agency during this State of Emergency; and

6. Directs the General Manager to communicate weekly, or more frequently as needed, through email or during a conference call of the Commission, or in-person meeting, provide updates, including but not limited to simultaneous updates: of 1) actions taken pursuant to the authority granted by this declaration of a State of Emergency, and 2) information relevant to the declared State of Emergency (including but not limited to, local government responses to COVID-19, and other aspects relevant to the declared emergency) from local, state and federal government officials, in order for Members of the Commission to stay apprised of emergency operations and the impact of the emergency within the Agency; and

7. Declares that the public interest and necessity demand the immediate expenditure of public monies to safeguard life, health, and/or property and finds, based on substantial evidence, that the emergency will not permit a delay resulting from competitive solicitation for bids, and that this action is necessary to respond to the emergency. Based thereon, it is delegated to the General Manager the authority to take such action as may be necessary regarding the repair of replacement of a public facility, including procuring the necessary equipment, services, and supplies without engaging in a competitive bid process; and

8. Asserts pursuant to Government Code Section 3100 that all public employees are hereby declared to be disaster service workers (Essential Critical Infrastructure Workers) subject to such disaster service activities as may be assigned to them by their superiors or by law; and

9. Authorizes the General Manager as needed to coordinate with the International Brotherhood of Electrical Workers (IBEW) 1245, the Hydroelectric Employee Association (HEA) and non-represented Agency staff to adjust work hours, work days, create temporary camps or lodging to isolate employees from the general population, expand the number of temporary or contract employees or take any other action necessary to retain, restore, and maintain Agency operations to ensure the Agency can continue to provide essential electric service, and further and only if needed, direct Agency employees both represented and non-represented to report as Disaster Service Workers pursuant to California Government Code Section 3100 *et. seq.*; and

10. Declares the emergency declaration shall remain in effect until the California Proclamation of a State of Emergency is lifted.

BACKGROUND:

On January 30, 2020, the World Health Organization declared the COVID-19 outbreak to be a "public health emergency of international concern." On March 4, 2020, the Governor of California proclaimed a State of Emergency in the State of California. COVID-19 was declared a pandemic by the World Health Organization on March 11, 2020. On March 13, 2020, the President of the United States declared a state of national emergency in response to the COVID-19 outbreak.

On March 25, 2020, the NCPA Commission adopted Resolution 20-30, Proclaiming the Existence of a Local Emergency Concerning the COVID-19 Virus, Authorizing the General Manager as the Director of Emergency Services to Coordinate Planning, Preparedness and Response Efforts Regarding COVID-19.

The COVID-19 pandemic, as well as physical distancing and other public health measures undertaken in response to it, continue to effect individuals, businesses, and governmental agencies.

Since late 2021, the statewide average infection rate has increased dramatically, causing an increase in numbers of COVID-19 related hospitalized patients throughout the state. This surge is being driven by the recent emergence of the Omicron variant, as well as the already known Delta variant, which early data suggest that the Omicron variant is more transmissible than the Delta variant.

The Department of Homeland Security has identified the energy sector as one of 16 critical infrastructure sectors that are considered so vital to the United States that their incapacitation or destruction would have debilitating effects on security, national economic security and national public health and safety. In addition Executive Order N-33-20 specified energy sector workers as essential critical infrastructure workers exempted from his directive to stay home or at their place of residence. Thus, the functions of the Agency including but not limited to its work to continue to operate, maintain and restore to operation its electric generation facilities including the contracting for and payment of third parties for services; the planning, scheduling and

dispatch of electric energy to support Agency Member and customer loads; the prompt payment of bills including the calculation and payment of energy settlements as required by the California Independent System Operator and for bilateral transactions; and its work to inform and educate policy makers of the impacts of proposed emergency legislation and provide up to date information to the Agency and our Members of the obligations included in the emergency legislation are critical to maintain the Agency's ability to provide essential electric service to our Members and customers. The Agency's employees providing these vital services must continue to work either in their residence or at the Agency's offices, dispatch locations and power generation facilities.

FISCAL IMPACT:

The fiscal impact has yet to be determined.

ENVIRONMENTAL ANALYSIS:

As the need arises, the Agency may be availing itself of emergency exemptions from the California Environmental Quality Act as the Agency needs to take actions that qualify for these exemptions. California Public Resources Code Section 21080(b) (2), (3) & (4) and Title 14, California Code of Regulations Section 15269 provide exemptions from review under the California Environmental Quality Act for projects undertaken, carried out, or approved by a public agency to maintain, repair, restore demolish, or replace property or facilities damaged or destroyed as a result of a disaster, or complete emergency repairs to maintain service essential to the public health, safety or welfare, in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act (Cal. Gov. Code §§ 8550) or to take specific actions necessary to prevent or mitigate an emergency.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:
- Resolution 22-12
- Adopted Resolution 20-30

RESOLUTION 22-12

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY REAFFIRM PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY CONCERNING THE COVID-19 VIRUS, AUTHORIZING THE GENERAL MANAGER AS THE DIRECTOR OF EMERGENCY SERVICES TO COORDINATE PLANNING, PREPAREDNESS AND RESPONSE EFFORTS REGARDING COVID-19

(reference Staff Report #114:22)

WHEREAS, the Commission of the Northern California Power Agency met on January 20, 2022, during a Special Meeting; and

WHEREAS, on January 30, 2020, the World Health Organization declared the COVID-19 outbreak to be a public health emergency of international concern; and

WHEREAS, on March 4, 2020, California Governor Gavin Newson declared a State of Emergency in the State of California due to the number of confirmed cases of COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization made the assessment that COVID-19 can be characterized as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a state of national emergency in response to the COVID-19 outbreak; and

WHEREAS, on March 25, 2020, the NCPA Commission adopted Resolution 20-30, Proclaiming the Existence of a Local Emergency Concerning the COVID-19 Virus, Authorizing the General Manager as the Director of Emergency Services to Coordinate Planning, Preparedness and Response Efforts Regarding COVID-19; and

WHEREAS, the threat of exposure to, and the spread of COVID-19, cannot be quarantined to one defined geographical area, and thus is likely to require the combined forces of multiple political subdivisions of the state to combat; and

WHEREAS, the COVID-19 pandemic, as well as physical distancing and other public health measures undertaken in response to it, continue to effect individuals, businesses, and governmental agencies; and

WHEREAS, since late 2021, the statewide average infection rate has increased dramatically, causing an increase in numbers of COVID-19 related hospitalized patients throughout the state which is being driven by the recent emergence of the Omicron variant, as well as the already known Delta variant, which early data suggest that the Omicron variant is more transmissible than the Delta variant; and

WHEREAS, the Department of Homeland Security has identified the energy sector as one of the 16 critical infrastructure sectors that are considered so vital to the United States that their incapacitation or destruction would have debilitating effects on security, national economic security and national public health and safety; and

WHEREAS, California Governor Gavin Newson in association with Executive Order N-33-20 specified energy sector workers as essential critical infrastructure workers and as an exception to his directive to stay home or at their place of residence; and

WHEREAS, California Governor Gavin Newsom has issued multiple executive orders addressing COVID-19 and may issue additional executive orders; and

WHEREAS, California Public Resources Code Section 21080(b) (2), (3) & (4) and Title 14, California Code of Regulations Section 15269 provide exemptions from review under the California Environmental Quality Act for projects undertaken, carried out, or approved by a public agency to maintain, repair, restore demolish, or replace property or facilities damaged or destroyed as a result of a disaster, or complete emergency repairs to maintain service essential to the public health, safety or welfare, in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act (Cal. Gov. Code §§ 8550) or to take specific actions necessary to prevent or mitigate an emergency.

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency:

1. Recognizes the personal sacrifices and dedication of the Agency's employees who continue working to provide vital, essential electric service to the Agency's Members and customers during this global pandemic; and

2. Declares that a State of Emergency exists in respect to COVID-19; and

3. Authorizes during the existence of said State of Emergency, the General Manager to: 1) exercise the powers, functions and authority as the Director of Emergency Services including those prescribed by state law or by resolution of the Agency, and 2) take all other necessary actions to comply with existing and future emergency enacted federal legislation, executive orders, emergency enacted state legislation, directives of public health officials and similar laws, orders or directives so that the General Manager is hereby empowered to respond effectively to COVID-19; and

4. Authorizes the General Manager to enter into such agreements with third parties as may be necessary to restore, repair, or maintain the essential electric services provided by the Agency; and

5. Waives the provisions of NCPA Commission Resolution No. 13-79, limiting the purchasing authority of the General Manager to $250,000 and increases that authority to 4 times the delegated authority, with respect to those purchases of goods and services necessary or required by the Agency during this State of Emergency; and

6. Directs the General Manager to communicate weekly, or more frequently as needed, through email or during a conference call of the Commission, or in-person meeting, provide updates, including but not limited to simultaneous updates: of 1) actions taken pursuant to the authority granted by this declaration of a State of Emergency, and 2) information relevant to the declared State of Emergency (including but not limited to, local government responses to COVID-19, and other aspects relevant to the declared emergency) from local, state and federal government officials, in order for Members of the Commission to stay apprised of emergency operations and the impact of the emergency within the Agency; and

7. Declares that the public interest and necessity demand the immediate expenditure of public monies to safeguard life, health, and/or property and finds, based on substantial evidence, that the emergency will not permit a delay resulting from competitive solicitation for bids, and that this action is necessary to respond to the emergency. Based thereon, it is delegated to the General Manager the authority to take such action as may be necessary regarding the repair of replacement of a public facility, including procuring the necessary equipment, services, and supplies without engaging in a competitive bid process; and

8. Asserts pursuant to Government Code Section 3100 that all public employees are hereby declared to be disaster service workers (Essential Critical Infrastructure Workers) subject to such disaster service activities as may be assigned to them by their superiors or by law; and

9. Authorizes the General Manager as needed to coordinate with the International Brotherhood of Electrical Workers (IBEW) 1245, the Hydroelectric Employee Association (HEA) and non-represented Agency staff to adjust work hours, work days, create temporary camps or lodging to isolate employees from the general population, expand the number of temporary and/or contract employees or take any other action necessary to retain, restore, and maintain Agency operations to ensure the Agency can continue to provide essential electric service, and further and only if needed, direct Agency employees both represented and non-represented to report as Disaster Service Workers pursuant to California Government Code Section 3100 *et. seq.*; and

10. Declares the emergency declaration shall remain in effect until the California Proclamation of a State of Emergency is lifted.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022, by the following vote on roll call:

	Vote	Abstained	Absent
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			

_____
DAVID HAGELE
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY

RESOLUTION 20-30

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY CONCERNING THE COVID-19 VIRUS, AUTHORIZING THE GENERAL MANAGER AS THE DIRECTOR OF EMERGENCY SERVICES TO COORDINATE PLANNING, PREPAREDNESS AND RESPONSE EFFORTS REGARDING COVID-19

(reference Staff Report #140:20)

WHEREAS, the Commission of the Northern California Power Agency met on March 26, 2020, during its regular scheduled meeting; and

WHEREAS, on January 30, 2020, the World Health Organization declared the COVID-19 outbreak to be a public health emergency of international concern; and

WHEREAS, on January 31, 2020, the United States of America, Department of Health and Human Services declared a Public Health Emergency for the United States of America; and

WHEREAS, on March 4, 2020, California Governor Gavin Newson declared a State of Emergency in the State of California due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 11, 2020, the World Health Organization made the assessment that COVID-19 can be characterized as a pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a state of national emergency in response to the COVID-19 outbreak; and

WHEREAS, on March 19, 2020, Placer County issued a Directive of Placer County Health Officer instructing individuals to shelter in place of residence and restricting non-essential activities in response to COVID-19 outbreak; and

WHEREAS, the World Health Organization reported COVID-19 is easily transmissible from person to person and has spread globally to over 198 countries, infected more than 374,714, and killing more than 16,350 individuals as of March 23, 2020; and

WHEREAS, conditions of extreme peril to the safety of person and property have arisen and are threatening health and safety within the Agency's jurisdiction resulting from the COVID-19 virus pandemic; and

WHEREAS, the threat of exposure to, and the spread of COVID-19, cannot be quarantined to one defined geographical area, and thus is likely to require the combined forces of multiple political subdivisions of the state to combat; and

WHEREAS, the Department of Homeland Security has identified the energy sector as one of the 16 critical infrastructure sectors that are considered so vital to the United States that their incapacitation or destruction would have debilitating effects on security, national economic security and national public health and safety; and

WHEREAS, California Governor Gavin Newson in association with Executive Order N-33-20 specified energy sector workers as essential critical infrastructure workers and as an exception to his directive to stay home or at their place of residence; and

WHEREAS, the federal government as enacted emergency measures addressing COVID-19 including the Families First Coronavirus Response Act and the Coronavirus Aid, Relief, and Economic Security Act, and may take further action; and

WHEREAS, California Governor Gavin Newsom has issued multiple executive orders addressing COVID-19 and may issue additional executive orders; and

WHEREAS, California Public Resources Code Section 21080(b) (2), (3) & (4) and Title 14, California Code of Regulations Section 15269 provide exemptions from review under the California Environmental Quality Act for projects undertaken, carried out, or approved by a public agency to maintain, repair, restore demolish, or replace property or facilities damaged or destroyed as a result of a disaster, or complete emergency repairs to maintain service essential to the public health, safety or welfare, in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act (Cal. Gov. Code §§ 8550) or to take specific actions necessary to prevent or mitigate an emergency; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency:

1. Recognizes the personal sacrifices and dedication of the Agency's employees who continue working to provide vital, essential electric service to the Agency's Members and customers during this global pandemic.

2. Finds the recitals stated above are true, correct and are adopted herein as findings.

3. Declares that a State of Emergency exists in respect to COVID-19.

4. Authorizes during the existence of said State of Emergency, the General Manager to: 1) exercise the powers, functions and authority as the Director of Emergency Services including those prescribed by state law or, by resolution of the Agency, and 2) take all other necessary actions to comply with existing and future emergency enacted federal legislation, executive orders, emergency enacted state legislation, directives of public health officials and similar laws, orders or directives so that the General Manager is hereby empowered to respond effectively to COVID-19.

5. Authorizes the General Manager to enter into such agreements with third persons as may be necessary to restore, repair, or maintain the essential electric services provided by the Agency.

6. Waives the provisions of NCPA Commission Resolution No. 13-79, limiting the purchasing authority of the General Manager to $250,000 and increases that authority to 4 times the delegated authority, with respect to those purchases of goods and services necessary or required by the Agency during this State of Emergency.

7. Directs the General Manager to weekly, or more frequently as needed, following the approval of the resolution through email or during a conference call of the Commission, provide updates, including but not limited to simultaneous updates, of 1) actions taken pursuant to the authority granted by this declaration of a State of Emergency, and 2) information relevant to the declared State of Emergency (including but not limited to, local government responses to COVID-19, and other aspects relevant to the declared emergency) from local, state and federal government officials, in order for Members of the Commission to stay apprised of emergency operations and the impact of the emergency within the Agency.

8. Declares that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, and/or property and finds, based on substantial evidence, that the emergency will not permit a delay resulting from competitive solicitation for bids, and that this action is necessary to respond to the emergency. Based thereon, it is delegated to the General Manager the authority to take such action as may be necessary regarding the repair of replacement of a

public facility, including procuring the necessary equipment, services, and supplies without engaging in a competitive bid process.

9. Asserts pursuant to Government Code Section 3100 that all public employees are hereby declared to be disaster service workers (Essential Critical Infrastructure Workers) subject to such disaster service activities as may be assigned to them by their superiors or by law.

10. Affirms pursuant to Executive Order, N-35-20, issued by Governor Gavin Newsom, and the Circular Letter from the California Public Employees' Retirement System (CalPERS), the work hour limitations for retired annuitants is suspended from the date of State of Emergency was declared until the state of emergency is lifted. Under the executive order, the 180-day break in service requirement under Government Code section 7522.56(f) is suspended for retired annuitants hired to ensure adequate staffing during the State of Emergency.

11. Authorizes the General Manager as needed to coordinate with the IBEW 1245, the Hydroelectric Employee Association and non-represented Agency staff to adjust work hours, work days, create temporary camps or lodging to isolate employees from the general population, expand the number of Agency employees or take any other action necessary to retain, restore, and maintain Agency operations to ensure the Agency can continue to provide essential electric service, and further and only if needed, direct Agency employees both represented and non-represented to report as Disaster Service Workers pursuant to California Government Code Section 3100 *et. seq.*

12. Declares the emergency declaration shall remain in effect until the California Proclamation of a State of Emergency is lifted.

PASSED, ADOPTED and APPROVED this 26 day of March, 2020, by the following vote on roll call:

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

ROGER FRITH
CHAIR

ATTEST:

CARY A. RADGETT
ASSISTANT SECRETARY

Item 25

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: Approval of Fifth Amendment to Employment Agreement with Jane E. Luckhardt, General Counsel

AGENDA CATEGORY: Discussion/Action

FROM:	Elizabeth Gonzalez	**METHOD OF SELECTION:**
	Human Resources Manager	N/A
Division:	Administrative Services	
Department:	Human Resources	

This item is being considered in Closed Session.

Pursuant to Government Code Section 54957.6: Agency representatives: NCPA Executive Committee Members and Human Resources Manager Elizabeth Gonzalez: Unrepresented Public Employee: General Manager; and b) Performance evaluation pursuant to Government Code Section 54957: Unrepresented Public Employee: One Category: General Counsel.

Contingent upon action taken during **Closed Session Item 24**, the Staff Report, Resolution, Fifth Amendment to Employment Agreement, and Letter Agreement will be provided to the Full Commission in Open Session for final consideration and approval.

26

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: Lodi Energy Center 2022 Spring Major Outage; Applicable to the following: Northern California Power Agency (NCPA) Lodi Energy Center Facility

AGENDA CATEGORY: Discussion/Action

FROM:	Randy Bowersox RB	**METHOD OF SELECTION:**
	Assistant General Manager	*N/A*
Division:	Generation Services	*If other, please describe:*
Department:	Combustion Turbines	

IMPACTED MEMBERS:

All Members	☐	**City of Lodi**	☒	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☒	**City of Ukiah**	☒
San Francisco Bay Area Rapid Transit	☒	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☒
City of Biggs	☒	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☒	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☒	**City of Santa Clara**	☒	**Other**	☐
		If other, please specify		Azusa, CDWR, Modesto PWRPA	

RECOMMENDATION:

Approve Resolution 22-10 authorizing the 2022 Lodi Energy Center (LEC) 2022 Spring Major Outage Project and delegate authority to the General Manager or his designee to award bids, execute agreements, and to issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures without further approval by the Commission, for a total cost not to exceed $4,800,000.

BACKGROUND:

The Lodi Energy Center 2022 Spring Major Outage is scheduled for March 1 through May 31, 2022. During the outage, the LEC team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2022 Spring major outage.

Listed below are highlights of major work to be performed as a part of the 2022 Spring major outage:

1. **Steam Turbine**
    a. Condenser Maintenance
    b. Steam Turbine Major Inspection
    c. Generator Major Inspection
    d. IP/LP Casing Insulation Replacement
2. **Gas Turbine**
    a. ULN Combustor Upgrade
    b. NFPA 85 Purge Credit Install
    c. DCS Patch and Software Upgrades
3. **Water Treatment**
    a. General Maintenance
    b. Service Water Piping Replacement
4. **HRSG / Steam**
    a. HRSG Maintenance
    b. HRSG Hot Spots
    c. High Energy Pipe Survey
    d. High Energy Piping Insulation Repairs
5. **Balance of Plant**
    a. Steam Bypass Valves Maintenance
    b. Replacement of Leaking Steam Drains
    c. Service Water Pipe Replacement

6. **Incidentals**
    a. Crane
    b. Toilets
    c. Trailers / Guard
    d. Forklift / Manlift
    e. Scaffold
    f. Confined Space

FISCAL IMPACT:

LEC 2022 Major Outage Projected Costs

Balance of Plant	$930,000
Electrical Systems	$705,000
Gas Turbine	$305,000
HRSG / Steam	$1,132,000
Incidentals	$380,000
Steam Turbine	$755,000
Water Treatment	$293,000
Contingency	$300,000
	$4,800,000

The budgetary funds to complete the 2022 Spring Major Outage include $3,045,000 of pre-collected funds in the Maintenance Reserve (Account # 265-009-005-610-044-002). Additional funds in the amount of $782,268 were anticipated in the Fixed Maintenance and $973,308 in the O&M Project Annual Outage Project. All items are a part of the FY22 Routine O&M budget.

SELECTION PROCESS:

All of the work has been put out for bid to qualified contractors and the lowest priced qualified contractors will be awarded the work.

ENVIRONMENTAL ANALYSIS:

These activities are categorically exempt under Class 1 and 2 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA Guidelines. 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 County.

COMMITTEE REVIEW:

On December 6, 2021 the Lodi Energy Center Project Participant Committee reviewed and approved the recommendation above for Commission approval.

Respectfully submitted,

Marty Hanel for

RANDY S. HOWARD
General Manager

Attachments (1):

- Resolution 22-10

RESOLUTION 22-10

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE 2022 LODI ENERGY CENTER SPRING OUTAGE MAJOR PROJECT

(reference Staff Report 112:22)

WHEREAS, the Northern California Power Agency (NCPA) operates and maintains the Lodi Energy Center (LEC) on behalf of the project participants; and

WHEREAS, the LEC has an outage scheduled for March 1 through May 31, 2022, for work related to the 2022 Spring Major Outage; and

WHEREAS, during the outage, the LEC team will complete preventative maintenance work on equipment that cannot be worked on while the unit is operating without affecting the output of the facility. NCPA will hire a number of contractors to perform work during the 2022 Spring major outage; and

WHEREAS, these activities are categorically exempt under Class 1 and 2 from the provisions of the California Environmental Quality Act pursuant to Section 15301 (b) and 15302 (c) of the CEQA Guidelines. 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 County; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the Lodi Energy Center 2022 Spring Outage Major Project, and delegates authority to the NCPA General Manager or his designee to award bids, execute agreements, and issue purchase orders for the outage in accordance with NCPA purchasing policies and procedures without further approval by the Commission, for a total cost not to exceed $4,800,000.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022 by the following vote on roll call:

	Vote	Abstained	Absent
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			

_____
DAVID HAGELE
CHAIR

ATTEST: _____
CARY A. PADGETT
ASSISTANT SECRETARY

27

A PUBLIC AGENCY
NCPA
NORTHERN CALIFORNIA POWER AGENCY

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: Approval of Assignment Administration Agreement for Western Area Power Administration Base Resource Percentage

AGENDA CATEGORY: Discussion/Action

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

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify

_____

_____

RECOMMENDATION:

Adopt Resolution 22-11 approving the 2025 Assignment Administration Agreement for Western Area Power Administration Base Resource Percentage (AAA), including any non-substantial modifications to the AAA approved by the NCPA General Counsel, and authorizing the General Manager of Northern California Power Agency (NCPA) to enter into the AAA on behalf of the Agency with Assignors.

BACKGROUND:

Western markets the surplus generation and capacity from, and operates a high-voltage transmission system as a part of the Central Valley Project (CPV). This generation, capacity and transmission product (Base Resource) is marketed in accordance with the Western final 2025 Power Marketing Plan (Marketing Plan) as published in the Federal Register (82 FR 38675). The Marketing Plan provides that starting on January 1, 2025, Western will provide 98 percent of available CVP power to its existing customers, including the Members. Western has, under separate contract with certain Members, provided a percentage of the Base Resource percentage consistent with the Marketing Plan.

Certain Members desire to assign their Base Resource percentage to NCPA to enable NCPA to administer the joint Base Resource percentages, and to create a power resource portfolio for the mutual benefits of the assigning Members. In order for NCPA to accept Member assignments of Base Resource percentage, NCPA is required to be a Western Base Resource customer by executing the 2025 Base Resource Contract. Once NCPA has executed the 2025 Base Resource Contract, individual Members can elect to assign all or a portion of their Base Resource percentage to NCPA, and upon such assignment NCPA shall administer and manage the assigned Base Resource percentage in accordance with the terms and conditions of the 2025 Base Resource Contract and the AAA.

The 2025 Base Resource Contract sets forth the terms and conditions under which Western will market Base Resource to each Base Resource customer, including NCPA and the Members. The 2025 Base Resource Contract will become effective on the date the agreement is executed by NCPA and Western, and will remain in effect through December 31, 2054, subject to prior termination. NCPA may terminate the 2025 Base Resource Contract for any reason through June 30, 2024, or after June 30, 2024 based on the provisions set forth in the Marketing Plan and the 2025 Base Resource Contract.

In order for a Member to assign all or a portion of its Base Resource percentage to NCPA, a Member and NCPA are required to enter into a Request for Assignment of Base Resource Percentage letter agreement that is subsequently approved by Western. Pursuant to the Request for Assignment of Base Resource Percentage letter agreement, a Member or NCPA may elect to terminate an assignment of Base Resource percentage by submitting a 90-day written notice to Western, requesting the assignment be unwound; upon which a Member's Base Resource percentage will be returned to the Member.

In accordance with the AAA, NCPA will accept assignments of Base Resource percentages from certain Members (Assignors), and NCPA will supply Joint Assignment Administration Services to the Assignors, and in doing so NCPA will strive to create benefits equal to or greater than those benefits that individual Assignors would have derived had their Base Resource percentage been scheduled and administered solely for their own use. Joint Assignment

Administration Services include, but are not limited to, joint scheduling, settlement, reporting and other day-to-day operations associated with Base Resource. All benefits derived from operating a joint portfolio will be shared and allocated among the Assignors in accordance with Attachment A of the AAA. By executing the AAA, an Assignor agrees to and acknowledges its mandatory obligation to pay its allocated share of costs associated with its Base Resource percentage as a take-or-pay contract. By necessity, the term of the AAA coincides with the term of the underlying Assignor's Request for Assignment Agreement.

The AAA has been attached to this Staff Report for your reference.

FISCAL IMPACT:

Pursuant to the 2025 Base Resource Contract, Western markets Base Resource on a take-or-pay basis. NCPA, acting on behalf of the Members' who assign all or a portion of their Base Resource percentage to NCPA, will be obligated to pay its Base Resource percentage share of Base Resources costs, as set forth in the Marketing Plan and associated rate schedules. Therefore, in addition to the 2025 Base Resource Contract and Request for Assignment of Base Resource Percentage letter agreement, each Member who elects to assign all or a portion of its Base Resource percentage to NCPA will be required to execute the AAA between NCPA and the Member, and the AAA sets forth the terms and conditions under which NCPA will administer the Member's Base Resource percentage, and establishes the assigning Member's obligation to pay for all Base Resource costs incurred by NCPA as a result of the assignment.

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 January 5, 2022 the Facilities Committee reviewed and endorsed the recommendation above for Commission approval.

Respectfully submitted,

Marty Hanel for

RANDY S. HOWARD
General Manager

Attachments:
- Resolution 22-11
- Assignment Administration Agreement for Western Area Power Administration Base Resource Percentage

SR: 113:22

RESOLUTION 22-11

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING THE ASSIGNMENT ADMINISTRATION AGREEMENT FOR WESTERN AREA POWER ADMINISTRATION BASE RESOURCE PERCENTAGE

(reference Staff Report #113:22)

WHEREAS, the United States Department of Energy Western Area Power Administration Sierra Nevada Region (Western) markets the surplus generation and capacity from, and operates a high-voltage transmission system as a part of the Central Valley Project (CPV); and

WHEREAS, this generation, capacity and transmission product (Base Resource) is marketed in accordance with the Western final 2025 Power Marketing Plan (Marketing Plan) as published in the Federal Register (82 FR 38675); and

WHEREAS, the Marketing Plan provides that starting on January 1, 2025, Western will provide 98 percent of available CVP power to its existing customers, including the Members, and Western has, under separate contract with certain Members, provided a percentage of the Base Resource consistent with the Marketing Plan; and

WHEREAS, certain Members desire to assign their Base Resource percentage to NCPA to enable NCPA to administer the joint Base Resource percentages, and to create a power resource portfolio for the mutual benefits of the assigning Members; and

WHEREAS, in order for NCPA to accept Member assignments of Base Resource percentage, NCPA is required to be a Western Base Resource customer by executing the 2025 Base Resource Contract, and once NCPA has executed the 2025 Base Resource Contract, individual Members can elect to assign all or a portion of their Base Resource percentage to NCPA, and upon such assignment NCPA shall administer and manage the assigned Base Resource percentage in accordance with the terms and conditions of Contract 21-SNR-02661 (2025 Base Resource Contract) and the Assignment Administration Agreement for Western Area Power Administration Base Resource Percentage (AAA); and

WHEREAS, the 2025 Base Resource Contract sets forth the terms and conditions under which Western will market Base Resource to each Base Resource customer, including NCPA and the Members; and

WHEREAS, the 2025 Base Resource Contract will become effective on the date the agreement is executed by NCPA and Western, and will remain in effect through December 31, 2054, subject to prior termination; and

WHEREAS, in order for a Member to assign all or a portion of its Base Resource percentage to NCPA, a Member and NCPA are required to enter into a Request for Assignment of Base Resource Percentage letter agreement that is subsequently approved by Western; and

WHEREAS, pursuant to the 2025 Base Resource Contract, Western markets Base Resource on a take-or-pay basis, and NCPA, acting on behalf of the Members' who assign all or a portion of their Base Resource percentage to NCPA, will be obligated to pay its Base Resource percentage share of Base Resources costs, as set forth in the Marketing Plan and associated rate schedules; and

WHEREAS, in accordance with the AAA, NCPA will accept assignments of Base Resource percentages from certain Members (Assignors), and NCPA will supply Joint Assignment Administration Services to the Assignors, and in doing so NCPA will strive to create benefits equal to or greater than those benefits that individual Assignors would have derived had their Base Resource percentage been scheduled and administered solely for their own use; and

WHEREAS, Joint Assignment Administration Services include, but are not limited to, joint scheduling, settlement, reporting and other day-to-day operations associated with Base Resource, and all benefits derived from operating a joint portfolio will be shared and allocated among the Assignors in accordance with Attachment A of the AAA; and

WHEREAS, in addition to the 2025 Base Resource Contract and Request for Assignment of Base Resource Percentage letter agreement, each Member who elects to assign all or a portion of its Base Resource percentage to NCPA will be required to execute the AAA between NCPA and the Member, and the AAA sets forth the terms and conditions under which NCPA will administer the Member's Base Resource percentage, and establishes the assigning Member's obligation to pay for all Base Resource costs incurred by NCPA as a result of the assignment; 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 Resolution 22-11 approving the 2025 Assignment Administration Agreement for Western Area Power Administration Base Resource Percentage (AAA), including any non-substantial modifications to the AAA as approved by the NCPA General Counsel, and authorizing the General Manager of Northern California Power Agency (NCPA) to enter into the AAA on behalf of the Agency with Assignors.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2022, by the following vote on roll call:

	Vote	Abstained	Absent
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			

DAVID HAGELE
CHAIR

ATTEST:

CARY A. PADGETT
ASSISTANT SECRETARY

ASSIGNMENT ADMINISTRATION AGREEMENT

FOR

WESTERN AREA POWER ADMINISTRATION BASE RESOURCE PERCENTAGE

BETWEEN

NORTHERN CALIFORNIA POWER AGENCY

AND

ASSIGNOR: _____

Table of Contents

Section 1. Definitions 3
Section 2. Purpose 6
Section 3. Duties and Authorities 6
Section 4. Allocations 10
Section 5. Resource Planning 12
Section 6. Resource Sale and Purchase 12
Section 7. O&M Funding and Restoration Costs 13
Section 8. Central Dispatch and Scheduling Services 13
Section 9. Billing and Payments 14
Section 10. Cooperation and Further Assurances 16
Section 11. Assignor Covenants and Defaults 16
Section 12. NCPA Administrative Costs 21
Section 13. Administration of Agreement 22
Section 14. Term and Termination 24
Section 15. Other Agreements 24
Section 16. Settlement of Disputes and Arbitration 25
Section 17. Reports and Records 26
Section 18. Miscellaneous 27
APPENDIX A 1

This ASSIGNMENT ADMINISTRATION AGREEMENT ("Agreement") is dated as of _____, 20__ by and among the Northern California Power Agency, a joint powers agency of the State of California ("NCPA"), and _____ ("Assignor"). NCPA and Assignor are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. NCPA has heretofore been duly established as a public agency pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California and, among other things, is authorized to acquire, construct, finance, and operate buildings, works, facilities and improvements for the generation and transmission of electric capacity and energy for resale.

B. Assignor is a signatory to the Joint Powers Agreement which created NCPA and therefore is a Member.

C. As a Member, Assignor entered into Contract _____ ("Assignment Contract"), dated _____, 20__ whereby Assignor assigned its Base Resource Percentage under this Agreement to NCPA in order for NCPA to create a power resource portfolio for the mutual benefit of participating Members (collectively referred to as "Assignors") beginning January 1, 2025.

D. NCPA has agreed to accept assignment of Assignor's Base Resource Percentage, and will administer the Assignment Contract for the benefit of Assignor according to the terms and conditions of this Agreement.

E. It is intended Assignor will receive an economic benefit from assigning its Base Resource Percentage to NCPA, with such benefit being equal to or greater than the benefit Assignor would have derived had Assignor's Base Resource Percentage been scheduled solely to service its own use.

F. NCPA anticipates taking assignment of additional Base Resource Percentages from other Assignors to likewise supply Joint Assignment Administration Services, and will strive to create benefits equal to or greater than those benefits individual Assignors would have derived had their Base Resource Percentage been scheduled solely for their own uses.

G. NCPA Members and other qualified entities assigning their respective Base Resource Percentages to NCPA expect to gain economies of scale and avoid certain costs associated with Base Resource Percentage delivery that would otherwise accrue if each Assignor's Base Resource Percentage had been scheduled separately and solely for each Assignor's own use.

H. NCPA will strive to equitably allocate a portion of the common savings generated, if any, associated with Joint Assignment Administration Services to Assignor in accordance with this Agreement.

I. Assignor desires NCPA to establish facilities, staff and the capability to enable NCPA to provide Joint Assignment Administration Services to Assignor.

J. NCPA has established facilities, staff and the capability for the provision of Joint Assignment Administration Services to Assignor.

K. This Agreement is an Operating Services Agreement; therefore, this Agreement shall be considered to be a Services Agreement pursuant to the Power Management and Administrative Services Agreement.

L. Assignor agrees to pay its allocated share of costs for Joint Assignment Administration Services pursuant to this Agreement and the Power Management and Administrative Services Agreement.

M. Assignor further desires, insofar as possible, to insulate itself and each other Member, whether or not such Member is also an Assignor, from risks inherent in the services and activities undertaken on behalf of any given Assignor or Assignors.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions.

1.1 Definitions. Whenever used in this Agreement (including the Recitals hereto), the following terms shall have the following respective meanings, provided, capitalized terms used in this Agreement (including the Recitals hereto) that are not defined in Section 1 of this Agreement shall have the meaning indicated in Section 1 of the Power Management and Administrative Services Agreement:

1.1.1 "Agreement" means this Assignment Administration Agreement, including all Appendices attached hereto.

1.1.2 "Assignment Contract" means the contract between NCPA and Assignor and approved by the Western Area Power Administration, providing for the assignment of Assignor's Base Resource Percentage to NCPA.

1.1.3 "Assignor" is a party to an Assignment Contract assigning its Base Resource Percentage to NCPA. Assignor is also a Member, a signatory to the Power Management and Administrative Services Agreement, and a signatory to this Agreement.

1.1.4 "Base Resource Percentage" means Assignor's percentage share of Western Area Power Administration Base Resource under its Base Resource Contract _____, prior to assigning the Base Resource Percentage to NCPA. Base Resource Percentage may be modified by Western Area Power Administration from time to time as contemplated in Base Resource Contract _____.

1.1.5 "Base Resource" means the energy, capacity and associated products made available from the Western Area Power Administration on a daily basis as a result of Assignor's Base Resource Percentage.

1.1.6 "Base Resource Energy" means the associated electrical energy and capacity made available from the Western Area Power Administration on a daily, monthly or annual basis as a result of Assignor's Base Resource Percentage.

1.1.7 "Joint Assignment Administration Services" has the meaning set forth in the Section 3.2 of this Agreement.

1.1.8 "NCPA" has the meaning set forth in the recitals hereto.

1.1.9 "NCPA Base Resource Contract" means Contract 21-SNR-02661, dated as of November 12, 2021 between NCPA and the Department of Energy Western Area Power Administration Sierra Nevada Region.

1.1.10 "Party" or "Parties" has the meaning set forth in the recitals hereto; provided that "Third Parties" are entities that are not party to this Agreement.

1.1.11 "Power Management and Administrative Services Agreement" means the NCPA Power Management and Administrative Services Agreement, dated as of October 1, 2014, between NCPA and the Members who are signatories to that agreement by which NCPA provides Power Management and Administrative Services.

1.1.12 "Third Party" means an entity (including a Member) that is not a Party to this Agreement.

1.2 Rules of Interpretation. All words and references as used in this Agreement (including the Recitals hereto), unless in any such case the context requires otherwise, shall be interpreted pursuant to Section 1.2 of the Power Management and Administrative Services Agreement.

Section 2. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which NCPA will supply efficient and cost effective Joint Assignment Administration Services for Assignors Base Resource Percentages assigned to NCPA.

Section 3. Duties and Authorities.

3.1 Commission Duties. The Commission's duties and authorities include, but are not limited to, the following:

3.1.1 Act on behalf of NCPA in carrying out any action properly taken pursuant to the provisions of this Agreement. The Commission, or its designee, shall have the authority on behalf of all NCPA to execute any contract, lease or other instrument which has been properly authorized pursuant to this Agreement including documents supplementing this Agreement, contracts with Third Parties, contracts relating Base Resource and related items.

3.1.2 Establish standards, in addition to the authority provided in other sections of this Agreement, with respect to any aspect of arrangements between NCPA and Assignors, which it determines may adversely affect the

administration of the Base Resource Percentage assigned to NCPA, and to review such arrangements to determine compliance with such standards.

3.1.3 In addition, the Commission shall have such further powers and duties as are conferred or imposed upon it by other sections of this Agreement.

3.2 General Manager Duties. The General Manager, or his or her designee, shall have the duties and authorities as necessary to provide for the day-to-day administration of this Agreement, which include, but are not limited to, the following actions (collectively referred to herein as "Joint Assignment Administration Services"):

3.2.1 Carry out directions of the Commission with respect to matters related to this Agreement.

3.2.2 Coordinate interchange accounting and maintain records pertaining to the administration of the Base Resource Percentage assigned to NCPA, including determination of the volume of power delivered to each Assignor for each calendar month.

3.2.3 Supply certain Power Management and Administrative Services to Assignor, including, but not limited to, scheduling and settlement of Base Resource Energy in accordance with the terms and conditions of the Amended and Restated Scheduling Coordination Program Agreement and this Agreement.

3.2.4 Prepare and submit a proposed budget for assignment-related expenditures for the ensuing fiscal year to appropriate committees and the

Commission, on such schedule as established by the Commission or consistent with the NCPA annual budget process.

3.2.5 Furnish such information and reporting as are required to keep this Assignor informed of the outlook for, the functioning of, and results achieved with regard to the Base Resource Percentage assigned to NCPA.

3.2.6 Implement operating principles, practices and procedures as they relate to the economy of operation of the Base Resource Percentages assigned to NCPA.

3.2.7 Calculate costs for the Base Resource Percentage assignment transactions among Assignors.

3.2.8 Develop a billing system for Base Resource Percentage transactions pursuant to this Agreement, including criteria, rules, and standards thereto.

3.2.9 Issue an invoice to Assignor for Base Resource Percentage related costs.

3.2.10 Assist Assignor in making sales and purchases of generation and transmission capacity related to their Base Resource Percentage assigned to NCPA.

3.2.11 Initiate and make long and short-range planning studies with respect to the Base Resource Percentage assigned to NCPA. These studies shall be updated annually, or at such other times as the Commission may direct.

3.2.12 Develop any needed generation and transmission resource plans related to the Base Resource Percentage assigned to NCPA, in consultation with Assignor.

3.2.13 Act on behalf of Assignor, as directed in writing by Assignor, and in accordance with Assignor's power purchasing statues, regulations, rules, ordinances, and charter, as they may apply, to subscribe to additional Western Area Power Administration products other than Base Resources, that Western Area Power Administration chooses to market in proportion to each of its customers' Base Resource Percentage, including taking delivery of environmental attributes for compliance purposes.

3.3 Assignor Duties. Assignor's duties and authorities include, but are not limited to the following:

3.3.1 Assignor shall cooperate with NCPA in providing its relevant load and resource data to NCPA in a timely fashion to insure NCPA can satisfy NCPA Base Resource Contract requirements, and that is required to enable NCPA to supply Joint Assignment Administration Services on behalf of Assignor.

3.3.2 Assignor shall indemnify NCPA in regard to Joint Assignment Administration Services provided by NCPA in accordance with this Agreement.

3.3.3 Assignor shall pay for all costs and charges incurred by NCPA under this Agreement, including, but not limited to, Base Resource costs, Administrative Services Costs and Power Management Services Costs.

Section 4. Allocations.

4.1 Western Allocations Excluded From this Agreement.

4.1.1 All benefits, costs, and energy schedules associated with the CVP Corporation's Energy Exchange Arrangements for Project Use and First Preference Support program shall not be subject to this Agreement. This exclusion applies to all Bank Energy and Bank Return Energy schedules allocated by the CVP Corporation.

4.1.2 Base Resource Percentage that is not assigned to NCPA will not be subject to this Agreement, and will be scheduled only for the benefit of the Member receiving the allocation.

4.1.3 A Member who does not assign its Base Resource Percentage to NCPA shall not be subject to this Agreement.

4.2 Determination of Benefits. In order to determine the benefits of assigning each Member's Base Resource Percentage to NCPA for joint administration, NCPA staff will first estimate the value of the Base Resource Percentage as if no assignment has

been executed, then compare this value with the value obtained through NCPA's joint administration of all Base Resource Percentages assigned to NCPA. The computational algorithm for this comparison is contained in Appendix A of this Agreement; however, such algorithm, as it may be refined from time to time by the Commission, shall be consistent with the following policy goals agreed to by each Assignor, namely (i) Base Resource Energy shall be fully utilized to the maximum extent possible, (ii) subject to (i) above, Base Resource Energy shall be scheduled during those time periods that maximize its value; and (iii) consistent with scheduling Base Resource Energy to maximize its overall net value, NCPA will also seek to reasonably minimize associated transmission-related and other applicable costs. NCPA staff shall monitor the results of the algorithm contained in Appendix A and recommend corrective action be taken if and when application of this procedure results in allocations of benefits and costs to Assignor that is inconsistent with the policy goals and allocation parameters described in this Section 4.

4.3 Allocation of Benefits.

4.3.1 For each monthly accounting period, all benefits attained through NCPA's joint administration of Base Resource Percentages assigned to NCPA shall be allocated to Assignor proportionately to (i) the number of days this Agreement is in force that month, i.e., the fraction of the month this Agreement is in force, and (ii) the amount of Base Resource Energy attributed to Assignor hereunder.

4.3.2 One-half of any benefits shall be allocated to that group of Assignors providing Base Resource Energy in excess of their own load, and the remaining one-half of benefits shall be allocated to that group of Assignors whose load exceeds the Base Resource Energy they have assigned.

4.3.3 Each individual Assignor within either group shall receive a share of the group's benefit proportional to its contribution to the group's excess energy or excess load respectively, as further set forth in Appendix A.

Section 5. Resource Planning.

5.1 NCPA staff, in consultation with Assignor's staff, shall perform necessary forecasts, studies and resource planning related to maximizing the overall value of the integrated Base Resource Percentage assigned to NCPA. NCPA staff shall perform member-specific forecasts, studies and resource plans for the benefit of the individual Assignor so requesting only upon receiving a detailed written request from Assignor particularly describing the task requested to be performed as part of a duly authorized Services Agreement between the individual Assignor and NCPA.

Section 6. Resource Sale and Purchase.

6.1 Sales and Transfers to Third Parties. Sales and transfers of Base Resource Energy to entities that have not assigned a Base Resource Percentage to NCPA, under the authorization of the Western Area Power Administration, are strictly prohibited without the express written consent of the Western Area Power Administration.

6.2 Penalties. Any penalties incurred for violation of Section 6.1 shall be the sole responsibility of Assignor found to be in noncompliance with Section 6.1.

Section 7. O&M Funding and Restoration Costs.

7.1 NCPA shall pass through to Assignor on an as-billed basis any and all charges or credits related to the Western Area Power Administration Agreement for the Funding of Operations and Maintenance for Central Valley Project Power Facilities ("O&M Funding") and the Central Valley Project Improvement Act Restoration Funding, as part of the normal billing procedure described in Section 9 of this Agreement.

Section 8. Central Dispatch and Scheduling Services.

8.1 Central Dispatch. Each Assignor shall, to the fullest extent practicable, subject its Base Resource Percentage to the central dispatch of NCPA. The objective of the central dispatch with respect to the Base Resource Percentage is to supply energy and capacity requirements of the combined Assignors at the lowest practicable costs, and in a reliable and safe manner.

8.2 Base Resource Scheduling. Base Resource Energy shall be scheduled in accordance with the terms and conditions of the Amended and Restated Scheduling Coordination Agreement, this Agreement and other applicable requirements. NCPA and Assignor shall cooperate to meet each applicable scheduling timeline and protocol

to maximize the value of the Base Resource Percentage assigned to NCPA, and correspondingly minimize related transmission costs.

Section 9. Billing and Payments.

9.1 Invoices. NCPA will issue an invoice to Assignor for its share of estimated and actual costs associated with NCPA's provision of Joint Assignment Administration Services, including Base Resource costs, Administrative Services Costs, Power Management Services Costs, O&M Funding costs, Central Valley Project Improvement Act Restoration Funding costs, and all other costs for services provided in accordance with this Agreement. Such invoice may be either the All Resources Bill or separate special invoice, as determined by NCPA. Such invoices will be made pursuant to the requirements and procedures provided for in this Agreement and all other applicable agreements. At NCPA's discretion, invoices may be issued to Assignor using electronic media or physical distribution.

9.2 Payment of Invoices. All invoices delivered by NCPA (including the All Resources Bill) are due and payable thirty (30) Calendar Days after the date thereof; provided, however, that any amount due on a day other than a Business Day may be paid on the following Business Day.

9.3 Late Payments. Any amount due and not paid by Assignor in accordance with Sections 9 shall be considered late and bear interest computed on a daily basis until paid at the lesser of (i) the per annum prime rate (or reference rate) of the Bank of

America NT&SA then in effect, plus two percent (2%) or (ii) the maximum rate permitted by law.

9.4 Billing Disputes. Assignor may dispute the accuracy of any invoice issued by NCPA under this Agreement by submitting a written dispute to NCPA, within thirty (30) Calendar Days after the date of such invoice; nonetheless Assignor shall pay the full amount billed when due. If Assignor does not timely question or dispute the accuracy of any invoice in writing, then the invoice shall be deemed to be correct. Upon review of a submitted dispute, if an invoice is determined by NCPA to be incorrect, NCPA shall issue a corrected invoice and refund any amounts that may be due to Assignor. If NCPA and Assignor fail to agree on the accuracy of an invoice within thirty (30) Calendar Days after Assignor has disputed it, then the General Manager shall promptly, but no later than the second Commission meeting after the failure to agree, submit the dispute to the Commission for resolution. If the Commission and Assignor fail to agree on the accuracy of a disputed invoice within sixty (60) Calendar Days after its submission to the Commission, then the dispute may then be resolved under the mediation and arbitration procedures set forth in Section 16 of this Agreement; provided, however, that prior to resorting to either mediation or arbitration proceedings, the full amount of the disputed invoice must have been paid.

9.5 Billing/Settlement Data and Examination of Books and Records.

9.5.1 Billing/Settlement Data. NCPA shall make billing and settlement data available to Assignor in the All Resources Bill, or other invoice, or upon request. NCPA may also, at its sole discretion, make billing and settlement support information available to Assignor using electronic media (e.g. electronic data portal). Procedures and formats for the provision of such electronic data submission may be as established by the Commission from time to time. Without limiting the generality of the foregoing, NCPA may, in its reasonable discretion, require Assignor to execute a non-disclosure agreement prior to providing access to the NCPA electronic data portal.

9.5.2 Examination of Books and Records. Assignor shall have the right to examine the books and records created and maintained by NCPA pursuant to this Agreement at any reasonable, mutually agreed upon time.

Section 10. Cooperation and Further Assurances. Each of the Parties agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by any other Party, which are consistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

Section 11. Assignor Covenants and Defaults.

11.1 Assignor covenants and agrees: (i) to make payments to NCPA, from its Electric System Revenues, of its obligations under this Agreement as an operating expense of its Electric System; (ii) to fix the rates and charges for services provided by its Electric System, so it will, at all times, have sufficient Revenues to meet the obligations of this Agreement, including the payment obligations; (iii) to make all such payments due NCPA under this Agreement whether or not there is an interruption in, interference with, or reduction or suspension of services provided under this Agreement, such payments not being subject to any reduction, whether by offset or otherwise, and regardless of whether any dispute exists; subject to Section 9.4 and (iv) to operate its Electric System, and the business in connection therewith, in accordance with Good Utility Practice.

11.2 Events of Default. An Event of Default under this Agreement shall exist upon the occurrence of any one or more of the following by Assignor (the "Defaulting Assignor"):

(i) the failure of Assignor to make any payment in full to NCPA when due, where such failure is not cured within thirty (30) Calendar Days following receipt of a notice from NCPA demanding cure;

(ii) the failure of Assignor to perform any covenant or obligation of this Agreement where such failure is not cured within thirty (30) Calendar Days following

receipt of a notice from NCPA demanding cure; provided, that this subsection shall not apply to any failure to make payments specified by subsection 11.2 (i));

(iii) if any representation or warranty of Assignor material to the services provided hereunder shall prove to have been incorrect in any material respect when made and Assignor does not cure the facts underlying such incorrect representation or warranty so that the representation or warranty becomes true and correct within thirty (30) Calendar Days of the date of receipt of notice from NCPA demanding cure; or

(iv) if Assignor is in default or in breach of any of its covenants under any other agreement with NCPA and such default or breach is not cured within the time periods specified in such agreement.

11.3 Uncontrollable Forces. A Party shall not be considered to be in default in respect of any obligation hereunder if prevented from fulfilling such obligation by reason of Uncontrollable Forces; provided, that in order to be relieved of an Event of Default due to Uncontrollable Forces, a Party affected by an Uncontrollable Force shall:

(i) first provide oral notice to the General Manager using telephone communication within two (2) Business Days after the onset of the Uncontrollable Force, and subsequently provide written notice to the General Manager within ten (10) Business Days after the onset of the Uncontrollable Force, describing its nature and extent, the obligations which the Party is unable to fulfill, the anticipated duration of the

Uncontrollable Force, and the actions which the Party will undertake so as to remove such disability and be able to fulfill its obligations hereunder; and

(ii) use due diligence to place itself in a position to fulfill its obligations hereunder and if unable to fulfill any obligation by reason of an Uncontrollable Force such Party shall exercise due diligence to remove such disability with reasonable dispatch; provided, that nothing in this subsection shall require a Party to settle or compromise a labor dispute.

11.4 Cure of an Event of Default. An Event of Default shall be deemed cured only if such default shall be remedied or cured within the time periods specified in Section 11.2 above, as may be applicable, provided, however, upon request of the Defaulting Assignor the Commission may waive the default at its sole discretion, where such waiver shall not be unreasonably withheld.

11.5 Remedies in the Event of Uncured Default. Upon the occurrence of an Event of Default, which is not cured within the time limits specified in Section 11.2, without limiting other rights or remedies available under this Agreement, at law or in equity, and without constituting or resulting in a waiver, release or estoppel of any right, action or cause of action NCPA may have against the Defaulting Assignor, NCPA may take any or all of the following actions:

(i) suspend the provision of services under this Agreement to such Defaulting Assignor;

(ii) demand that the Defaulting Assignor provide further assurances to guarantee the correction of the default, including the collection of a surcharge or increase in electric rates, or such other actions as may be necessary to produce necessary Revenues to correct the default;

(iii) terminate this Agreement as to the Defaulting Assignor, on ten (10) Calendar Days prior written notice to the Defaulting Assignor; or

(iv) enforce all other rights or remedies available to it under any other agreement in which the Defaulting Assignor is a signatory.

11.6 Effect of Termination or Suspension.

11.6.1 Generally. The termination or suspension of this Agreement will not terminate, waive, or otherwise discharge any ongoing or undischarged liabilities, credits or obligations arising from this Agreement until such liabilities, credits or obligations are satisfied in full.

11.6.2 Suspension. If performance of all or any portion of this Agreement is suspended by NCPA with respect to Assignor in accordance with subsection 11.5(i), then such Assignor shall pay any and all reasonable costs incurred by NCPA as a result of such suspension including reasonable attorney fees, the fees and expenses of other experts, including auditors and accountants, or other reasonable and necessary costs associated with such suspension and any portion of the costs associated with NCPA's provision of Joint Assignment Administration

Services, including Administrative Services Costs, that were not recovered from Assignor as a result of such suspension.

11.6.3 Termination. If this Agreement is terminated by NCPA with respect to Assignor in accordance with Section 11.5(iii), then such Assignor shall pay any and all costs incurred by NCPA as a result of such termination, including reasonable attorney fees, the fees and expenses of other experts, including auditors and accountants, other reasonable and necessary costs associated with such termination and any portion of costs associated with NCPA's provision of Joint Assignment Administration Services that were not, or will not be, recovered from Assignor as a result of such termination.

Section 12. NCPA Administrative Costs.

12.1 Cost of Services. All costs associated with NCPA's provision of Joint Assignment Administration Services to Assignor, including, but not limited to, Administrative Services Costs and Power Management Services Costs, shall be allocated to Assignor in accordance with this Agreement and the Power Management and Administrative Services Agreement.

12.2 Base Resource and Associated Costs. Assigner agrees to and acknowledges its mandatory obligation to pay its allocated share of costs associated with its Base Resource Percentage, including, but not limited to, Base Resource costs,

O&M Funding costs and Central Valley Project Improvement Act Restoration Funding costs, as invoiced in its All Resources Bill.

Section 13. Administration of Agreement.

13.1 General. The Commission has sole overall responsibility and authority for the administration of this Agreement. Any acts, decisions or approvals taken, made or sought by NCPA under this Agreement shall be taken, made or sought, as applicable, in accordance with the Joint Powers Agreement, the NCPA Commission Bylaws and Section 13.2 of this Agreement.

13.2 Action by Commission.

13.2.1 Forum. Whenever any action anticipated by or related to this Agreement is to be taken by Assignors, such actions shall be taken at a regular or special meeting of the Commission, but shall be participated in only by those Commissioners, or their designated alternates ("Alternate"), who represent Assignors.

13.2.2 Quorum. A quorum of the Commission, for purposes of acting upon matters relating to this Agreement, shall consist of those Commissioners, or their Alternate, representing each and every Assignor.

13.2.3 Voting. Each Assignor shall have the right to cast one vote with respect to matters pertaining to this Agreement. Actions of the Commission with

regard to this Agreement shall be effective upon the unanimous affirmative vote of all Assignors.

13.3 Adoption and Amendment of Annual Budget. Annually, the Commission shall adopt an Annual Budget, which includes, but is not limited to, all costs attributed to services provided under this Agreement, for at least the next succeeding Fiscal Year in accordance with the Joint Powers Agreement and this Agreement; provided, however, that the Commission may in its discretion adopt a two-year budget if permitted to do so by the NCPA Commission Bylaws or the Joint Powers Agreement.

13.4 Facilities Committee. The Facilities Committee has been established pursuant to the Amended and Restated Facilities Agreement to act as an advisory committee to the Commission. The Commission may, in coordination with the General Manager, refer matters pertaining to the administration of this Agreement to the Facilities Committee for review and recommendation, including, but not limited to, proposed amendments to this Agreement and to the Appendices. If the Commission or General Manager refers matters pertaining to the administration of this Agreement to the Facilities Committee, then NCPA will provide a copy of the public notice of the Facilities Committee meeting at which the matter will be discussed to Assignors. The Facilities Committee may act upon such matters referred to it by the Commission in accordance with the procedures, including the general administration quorum and voting procedures, set forth in the Amended and Restated Facilities Agreement. Any

recommendations of the Facilities Committee shall be made to the Commission and others, as appropriate, in coordination with the General Manager.

Section 14. Term and Termination.

14.1 Effective Date. This Agreement shall become effective on the date this Agreement has been duly executed by Assignor and NCPA (the "Effective Date"). NCPA shall notify all Assignors in writing of the Effective Date.

14.2 Term and Termination. Of necessity, the term of this Agreement must coincide with the term of the underlying Assignor's Assignment Contract. More specifically, this Agreement shall terminate automatically upon the termination of the Assignment Contract.

14.3 No Effect on Prior Liabilities. Termination of this Agreement will not terminate any ongoing or un-discharged liabilities, credits or obligations, including any contingent liabilities, credits or obligations, resulting from this Agreement until they are satisfied in full.

Assignor shall not be obligated to compensate the remaining Assignors for loss of any benefits that would have accrued to the remaining Assignors if this Agreement was not terminated. Nor shall the remaining Assignors be obligated to compensate Assignor for any benefits that accrue to the remaining Assignors because of the termination.

Section 15. Other Agreements.

15.1 Precedence of Agreement. This Agreement complements the Joint Powers Agreement. It extends the responsibility and authorities assigned to the Commission and to the General Manager under the terms of the Joint Powers Agreement.

15.2 Pooling Agreement. This Agreement supersedes the Second Amended and Restated Pooling Agreement, and takes precedence with respect to issues addressed in this Agreement to the receipt, delivery, scheduling, accounting and billing for all Base Resource Percentage assigned to NCPA to which Assignor is entitled for as long as this Agreement is in effect.

15.3 Other Agreements. With the exception of the Power Management and Administrative Services Agreement and Amended and Restated Scheduling Coordination Program Agreement, this Agreement shall upon the Effective Date, take precedence with respect to issues addressed in this Agreement and also addressed in any other agreement between Assignor and NCPA. With respect to issues common to the Power Management and Administrative Services Agreement and Amended and Restated Scheduling Coordinator Program Agreement, the Power Management and Administrative Services Agreement and Amended and Restated Scheduling Coordinator Program Agreement shall take precedence over this Agreement.

Section 16. Settlement of Disputes and Arbitration. The Parties agree to make best efforts to settle all disputes among themselves connected with this Agreement as a matter of normal business under this Agreement. The procedures set forth in Section 10

of the Power Management and Administrative Services Agreement shall apply to all disputes that cannot be settled by the Parties; provided, that the provisions of Section 9.4 shall first apply to all disputes involving invoices prepared by NCPA.

Section 17. Reports and Records.

17.1 Reports. Assignor and NCPA shall each prepare and make available to the other all data necessary for each to (i) perform all duties required under this Agreement, and (ii) verify the accuracy of all amounts due and payable under this Agreement. Examples of data to be made available by NCPA at Assignor's request includes, but are not limited to:

17.1.1 All load data relevant to Assignor's Base Resource Percentage assigned to NCPA.

17.1.2 All CAISO or other cost information relevant to determining the cost savings obtained by Assignor due to the Base Resource Percentage assigned to NCPA.

17.1.3 Such additional reports and records as are reasonably requested in writing; provided, however, that Assignor so requesting shall reimburse NCPA for costs associated with producing reports that are not essentially completed or kept in the ordinary course of business.

17.2 Reports to Other Agencies. NCPA will submit such reports and records which are required or may be required by Western Area Power Administration, or

other local, state or referral agencies, as such reports and records are required for NCPA to fulfill its obligations under this Agreement.

Section 18. Miscellaneous.

18.1 Confidentiality. The Parties will keep confidential all confidential or trade secret information made available to them in connection with this Agreement, to the extent possible, consistent with applicable laws, including the California Brown Act and Public Records Act. Confidential or trade secret information shall be marked or expressly identified as such.

If a Party ("Receiving Party") receives a request from a Third Party for access to, or inspection, disclosure or copying of, any of the other Party's (the "Supplying Party") confidential data or information ("Disclosure Request"), then the Receiving Party shall provide notice and a copy of the Disclosure Request to the Supplying Party within three (3) Business Days after receipt of the Disclosure Request. Within three (3) Business Days after receipt of such notice, the Supplying Party shall provide notice to the Receiving Party either:

(i) the Supplying Party believes there are reasonable legal grounds for denying or objecting to the Disclosure Request, and the Supplying Party requests the Receiving Party to deny or object to the Disclosure Request with respect to identified confidential information. In such case, the Receiving Party shall deny the Disclosure Request and the Supplying Party shall defend the denial of the Disclosure Request at its

sole cost, and it shall indemnify the Receiving Party for all costs associated with denying or objecting to the Disclosure Request. Such indemnification by the Supplying Party of the Receiving Party shall include all of the Receiving Party's costs reasonably incurred with respect to denial of or objection to the Disclosure Request, including but not limited to costs, penalties, and the Receiving Party's attorney's fees; or

(ii) the Receiving Party may grant the Disclosure Request without any liability by the Receiving Party to the Supplying Party.

18.2 Indemnification and Hold Harmless. Subject to the provisions of Section 18.4, Assignor agrees to indemnify, defend and hold harmless NCPA and its Members, including their respective governing boards, officials, officers, agents, and employees, from and against any and all claims, suits, losses, costs, damages, expenses and liability of any kind or nature, including reasonable attorneys' fees and the costs of litigation, including experts (the "Damages"), to the extent caused by any act, omission, breach of contract, negligence (active or passive), gross negligence, recklessness, or willful misconduct of Assignor, its governing officials, officers, employees, subcontractors or agents, to the maximum extent permitted by law.

18.3 Several Liabilities. No Assignor shall be liable under this Agreement for the obligations of any other Assignor, and each Assignor shall be solely responsible and liable for performance of its obligations under this Agreement, except as otherwise

provided for herein, and the obligation of each Assignor under this Agreement is a several obligation and not a joint obligation with those of the other Assignors.

18.4 No Consequential Damages. FOR ANY BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE HEREBY WAIVED. IF NO REMEDY OR MEASURE OF DAMAGE IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE HEREBY WAIVED. IN NO EVENT SHALL NCPA OR ANY ASSIGNOR OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, REPRESENTATIVES, DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOSS OF USE, LOSS OF GOODWILL, LOST REVENUES, LOSS OF PROFIT OR LOSS OF CONTRACTS EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NCPA AND EACH ASSIGNOR EACH HEREBY WAIVES SUCH CLAIMS AND RELEASES EACH OTHER AND EACH OF SUCH PERSONS FROM ANY SUCH LIABILITY.

The Parties acknowledge that California Civil Code section 1542 provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Parties waive the provisions of section 1542, or other similar provisions of law, and intend that the waiver and release provided by this Section of this Agreement shall be fully enforceable despite its reference to future or unknown claims.

18.5 Waiver. No waiver of the performance by a Party of any obligation under this Agreement with respect to any default or any other matter arising in connection with this Agreement shall be effective unless given by the Commission. Any such waiver by the Commission in any particular instance shall not be deemed a waiver with respect to any subsequent performance, default or matter.

18.6 Amendments.

18.6.1 Amendments in General. Except where this Agreement specifically provides otherwise, this Agreement may be amended only by written instrument executed by the Parties with the same formality as this Agreement.

18.6.2 Approval and Amendment to Appendices. Notwithstanding Section 18.6.1, any addition to, amendment to or removal of the Appendices of this Agreement shall take effect after being approved by the Commission in a manner

consistent with the voting procedures set forth in Section 12 without the requirement of an approval of Assignor's governing bodies.

18.7 Assignment of Agreement.

18.7.1 Binding Upon Successors. This Agreement, including the Appendices attached hereto, shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties to this Agreement.

18.7.2 No Assignment. This Agreement, nor any interest herein, shall be transferred or assigned by a Party hereto except with the consent in writing of the other Parties hereto, where such consent shall not be unreasonably withheld. Without limiting the foregoing, this Agreement shall not be assigned by Plumas-Sierra Rural Electric Cooperative without the approval in writing of the Administrator of the Rural Electrification Administration Utilities Service.

18.8 Severability. In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless the court holds that such provisions are not severable from all other provisions of this Agreement.

18.9 Governing Law. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

18.10 Headings. All indices, titles, subject headings, section titles and similar items are provided for the purpose of convenience and are not intended to be inclusive, definitive, or affect the meaning of the contents of this Agreement or the scope thereof.

18.11 Notices. Any notice, demand or request required or authorized by this Agreement to be given to any Party shall be in writing, and shall either be personally delivered to Assignor's Commissioner or Alternate, and to the General Manager, or shall be transmitted to Assignor and the General Manager at the addresses shown on the signature pages hereof. The designation of such addresses may be changed at any time by written notice given to the General Manager. All such notices shall be deemed delivered when personally delivered, two (2) Business Days after deposit in the United States mail first class postage prepaid, or on the first Business Day following delivery through electronic communication.

18.12 Warranty of Authority. Each Party represents and warrants that it has been duly authorized by all requisite approval and action to execute and deliver this Agreement and that this Agreement is a binding, legal, and valid agreement enforceable in accordance with its terms. Upon execution of this Agreement, Assignor shall deliver to NCPA a resolution of the governing body of Assignor evidencing approval of and authority to enter into this Agreement.

18.13 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an

original instrument and as if all the signatories to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

18.14 Venue. In the event that a Party brings any action 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.

18.15 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, each Party shall bear its own fees and costs, including reasonable attorneys' fees, associated with the action.

18.16 Counsel Representation. Pursuant to the provisions of California Civil Code Section 1717 (a), each of the Parties were represented by counsel in the negotiation and execution of this Agreement and no one Party is the author of this Agreement or any of its subparts. Those terms of this Agreement which dictate the responsibility for bearing any attorney's fees incurred in arbitration, litigation or settlement in a manner inconsistent with the provisions of Section 18.15 were intentionally so drafted by the

Parties, and any ambiguities in this Agreement shall not be interpreted for or against a Party by reason of that Party being the author of the provision.

18.17 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties, by any third person or any Third Parties, to be for the benefit of any Third Party, nor shall any Third Party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by the Parties of any of the provisions of this Agreement.

IN WITNESS WHEREOF, NCPA and Assignor have, by the signature of its duly authorized representative shown below, executed and delivered a counterpart of this Agreement.

NORTHERN CALIFORNIA POWER AGENCY	ASSIGNOR NAME
651 Commerce Drive	ADDRESS
Roseville, CA 95678	CITY, STATE, ZIP
_____	_____
By:_____	By:_____
Title: _____	Title: _____
Date:_____	Date:_____
Approved as to form:	Approved as to form:
_____	_____
By:_____	By:_____
Its: General Counsel	Its: General Counsel
Date: _____	Date: _____

APPENDIX A

BENEFITS SHARING ALLOCATION ALGORITHM

Updated: November 29, 2017

Introduction

Steps 1-9 determine each Assignor's monthly percentage allocator that will be used to distribute the benefits resulting from assigning the Base Resource to NCPA. Step 10 uses that percentage allocator to distribute the benefits.

All computational steps in this allocation algorithm will be implemented in a manner that is consistent with NCPA staff's goal of scheduling the assigned Base Resource (BR) to maximize the economic market value of the BR.

Step 1: Constrained Own-Load Optimal Dispatch

NCPA staff shall perform after the fact monthly "own-load" optimal dispatch of each Assignor's BR to establish the value of the individual BR allocation to each Assignor pre-assignments. The own-load dispatch shall be constrained by hourly loads equal to each Assignor's gross hourly loads such that BR energy schedules cannot exceed 100 percent of load in any hour. In addition, revenues Assignor would have received from Western Area Power Administration (Western) through the re-marketing of its "standard" energy allocations (the portion of monthly energy allocations that cannot be utilized by Assignor) will be added to this value.

$$ValueOL_i = OLDispatch_i \times LMP + RemarketingRevenues_i \qquad (1)$$

Where

$OLDispatch$	= Assignor i hourly own-load constrained optimized BR dispatch
$ValueOL$	= Assignor i gross market value of $OLDispatch$
LMP	= Hourly MEEA prices
$RemarketingRevenues$	= Estimated Western energy re-marketing revenue.

Step 2: Net Value of Own-Load Constrained Dispatch

All Western costs will be deducted from the values computed in Step 1.

$$AvgCostBR_m = \frac{BR_Cost_m}{\sum_{d=1}^{d} \sum_{h=1}^{24} BR_Schedule_{d,h}} \tag{2}$$

$$OL_Const_Cost_i = OL_Dispatch_i \times AvgCostBR_m \tag{3}$$

$$NetValueOL_i = ValueOL_i - OLDispatch_i \times AvgCostBR_m \tag{4}$$

Where

$AvgCostBR$	= Average cost of the Base Resource in month m
d	= Number of days in a month
$BR_Schedule$	= NCPA's BR Schedule in month m
BR_Cost	= All Base Resource costs
OL_Const_Cost	= Cost of Assignor i *OLDispatch*
$NetValueOL$	= Net market value of Assignor i *OLDispatch*

Step 3: Unconstrained Own-Load Optimal Dispatch

Perform individual optimal dispatches without load constraints. The difference in net value between this un-constrained net value and the net value of each Assignor's own-load constrained dispatch (NetValueOL) of Step 2 shall be the allocation determinant for 50% of the assignment benefit computed in Step 7.

$$\begin{aligned} NetBenOL_i = {} & UnconstDisp_i \times LMP - \\ & UnconstDisp_i \times AvgCostBR_m - NetValueOL_i \end{aligned} \tag{5}$$

$$AllocatorE_i = \frac{NetBenOL_i}{\sum_{i=1}^{n} NetBenOL_i} \tag{6}$$

Where

$NetBenOL$	= Net value increase when the load constraint is removed
$UnconstDisp$	= Otimized BR schedule without load constraint
$AllocatorE$	= Energy provider BR value allocator used in step 7.

Step 4: Daily Head-Room Value

Compute the value of load "head-room" provided by each Assignor during the day. Head-room value is a function of each Assignor's net load (net of constrained own-load BR schedules) in each time-step when NCPA's actual BR schedule exceeds the sum of Assignors' own-load BR energy schedule.

$$HR_MW_{h,i} = Max(0, Load_{h,i} - OL_Dispatch_{h,i}) \tag{7}$$

$$HR_Need_h = \sum_{i=1}^{n} Max(0, BR_Schedule_{h,i} - Load_{h,i}) \tag{8}$$

$$HR_Share_{h,i} = \frac{HR_MW_{h,i}}{\sum_{i=1}^{n} HR_MW_{i,h}} \tag{9}$$

$$HR_Value_i = \sum_{h=1}^{24} (HR_Need_h \times LMP_{MEEA,h} \times HR_Share_{h,i}) \tag{10}$$

$$HR_Value_i = \begin{cases} \sum_{h=1}^{24} (HR_Need_h \times LMP_{MEEA,h} \times HR_Share_{h,i}), & \text{if } BR_Schedule_h - \sum_{i=1}^{n} OL_{i,h} > 0 \\ 0, & \text{otherwise} \end{cases}$$

Where:

HR_MW	= Quantity of Headroom available in hour h from Assignor i
HR_Need	= Total quantity of Headroom needed by all the Assignors in hour h
HR_Share	= Percentage share of the Headroom made available in each hour by each Assignor
$BR_Schedule$	= Actual schedule of Western BR
HR_Value	= Daily value of Headroom provided by each assignor.

Step 5: Allocation of Headroom Provider

Compute the allocation determinant of 50% of the pooling benefit computed in Step 7 on the basis of the Headroom value for the month.

$$AllocatorL_i = \frac{HRValue_i}{\sum_{i=1}^{n} HRValue_i} \tag{11}$$

Step 6: Net Daily Benefit of BR Assignment

Compute the daily net benefit of BR assignments to NCPA as the difference between the net market value of NCPA's actual BR schedule and the net market value of the sum of Assignors' own-load constrained daily dispatches. If the result is positive, then proceed to Step 7. If the result is negative proceed to Step 8.

$$NetValueBR = BR_Schedule_h \times (LMP_h - AvgCostBR_m) \qquad (12)$$

$$NetBenefit = NetValueBR - \sum_{i=1}^{n} NetValueOL_i \qquad (13)$$

Where

$NetValueBR$ = Daily net market value of $BR_Schedule$
$NetBenefit$ = The increase (or decrease) in daily BR value due to assignments

Step 7: Allocate Positive Daily Net Benefit (Only if the Net Daily Benefit is Positive)

Allocate one-half of the daily Net Benefit using AllocatorE and one-half using AllocatorL. Proceed to Step 9.

$$AssignorBen_{i,d} = NetBenefit_d \times \frac{1}{2} \times (AllocaterE_{i,d} + AllocatorL_{i,d}) \quad (14)$$

Where

$AssignorBen_i$ = Benefit of assignment allocated to Assignor i.

<u>Step 8: (Only if Daily Net Benefit is Negative); Zero Benefit from Assignment</u>

Set value of zero for each Assignor.

$$AssignorBen_i = 0 \ for \ all \ i \qquad (15)$$

<u>Step 9: Assign Constant Adjusted BR Percentage Shares for the Month</u>

Determine each Assignor's monthly percentage share of NCPA's BR by normalizing the sum of each Assignor's daily Assignor Benefit and Net Value of Own-Load constrained dispatch. Each Assignor's share of NCPA's BR schedules in each time-step during the month shall be equal to the percentage computed in this step. For example, if a Member's share in a given month is calculated as 15% in this step, that Member is assigned 15% of actual Western schedules each time-step during that month.

$$BRPct_i = \frac{\sum_{day=1}^{d}(AssignorBen_{i,day} + NetValueOL_{i,day})}{\sum_{day=1}^{d}\sum_{i=1}^{n}(AssignorBen_{i,day} + NetValOL_{i,day})} \qquad (16)$$

Where
BRPct = Optimized BR Percentage Shares. Assignor i share of *BR_Schedule* and associated benefits.

Step 10: Assign Base Resource Costs

Assign any difference between NCPA's actual BR costs and the sum of the Own-Load constrained monthly costs. Positive or negative differences will be distributed to each assignor using the optimized BR shares calculated in step 9. Each assignor's Western BR costs for the month (to be billed by NCPA) will equal the respective Own-Load constrained costs adjusted by this step added to Assignor's Base Resource share.

$$BRCost_i = OL_Const_Cost_i - BRPct_i \times (BR_Cost_m - \sum_{i=1}^{n} OL_Const_Cost_i) \qquad (17)$$

NCPA staff shall regularly monitor the results of this procedure and recommend corrective action to be taken if and when the application of this procedure results in counter-intuitive and/or unfair allocations of benefits and costs to Assignors.

RESOLUTION 22-04

RESOLUTION OF THE
NORTHERN CALIFORNIA POWER AGENCY COMMISSION

In Commendation Of
MICHELLE BERTOLINO

WHEREAS, Michelle Bertolino will retire as City of Roseville Electric Utility Director in February 2022, after 20 years of dedicated and exemplary service to the City of Roseville and over 30 years of service in public power; and

WHEREAS, Michelle was the first woman to be named utility director for the City of Roseville Electric Utility since its founding over 100 years ago, and throughout her tenure, she has been a trailblazer and inspiration for women leaders in public power; and

WHEREAS, Michelle is an innovative and highly-successful leader in the electricity industry—and her accomplishments during her time at the helm of Roseville Electric Utility are well recognized, including the construction of the Roseville Energy Park, and development of customer programs that set the industry standard; and

WHEREAS, Michelle has been an invaluable and insightful mentor for many throughout the industry, and she has built a strong team to assure a bright future for Roseville Electric and the public power sector; and

WHEREAS, as a representative of one of NCPA's larger member systems, and through her leadership of state and regional public power organizations, Michelle has continually displayed a strong commitment to joint action and played a key role in forging consensus and working relationships that have been the foundation of NCPA's success; and

WHEREAS, Michelle served as president and board member of the Northwest Public Power Association; and

WHEREAS, Michelle served as president and board member of the California Municipal Utilities Association; and

WHEREAS, Michelle served as an alternate Commissioner of the Commission and has been active in the NCPA Utility Directors' Working Group where she has been a highly respected and influential participant; and

WHEREAS, Michelle has always brought invaluable insights, a commitment to the preservation of strong working relationships—and when needed, good humor—to agency deliberations; and

WHEREAS, Michelle will be dearly missed at NCPA, and all of us who have had the honor of working with her wish her much happiness and all the very best in her retirement; and

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency, that this Agency, its members, and its employees are truly grateful for all Michelle has done to support public power and the purpose of this Agency throughout her career, and sincerely congratulate her on the occasion of her retirement from the City of Roseville Electric Utility.

PASSED AND ADOPTED BY ACCLAMATION this 20th day of January 2022.

DAVID HAGELE CHAIR	ATTEST:	CARY A. PADGETT ASSISTANT SECRETARY

RESOLUTION 22-05

RESOLUTION OF THE
NORTHERN CALIFORNIA POWER AGENCY COMMISSION

In Commendation Of

MEL GRANDI

WHEREAS, Mel Grandi will retire as City of Ukiah Electric Utility Director in January 2022, after 12 years of dedicated and exemplary service to the City of Ukiah and many years of service to public power; and

WHEREAS, Mel was hired at a time when the Utility was facing significant challenges, including aging infrastructure, deferred maintenance and upgrades, and the need for a new substation; and

WHEREAS, he played a key role in improving the system, and changing the culture of the Utility from a reactive to proactive approach; and

WHEREAS, during his tenure, the Utility designed and built a new substation, made improvements to Lake Mendocino Hydroelectric Plant, and the purchasing and remodeling of what will be the Electric Service Center; and

WHEREAS, prior to serving the City of Ukiah, Mel was the engineering manager for the City of Lodi Electric Department; and

WHEREAS, Mel has been a critically important voice on behalf of smaller public power utilities and is a very effective and tireless advocate in the policy arena—where he has educated state and federal officials about how energy policy must reflect the diverse business models within the utility sector, and protect local-decisionmaking; and

WHEREAS, Mel served as an alternate Commissioner of the Commission, a representative on the Lodi Energy Center Project Participants Committee, and participated in the NCPA Utility Directors' Working Group where his experience and knowledge in the industry have made him an invaluable contributor to the agency's deliberations, and his collegiality and friendship lead others to frequently turn to him for advice and guidance on the challenges they face within their utility systems; and

WHEREAS, Mel is an avid kayaker and outdoorsman who regularly enjoys the scenery and recreation offered around NCPA's hydroelectric facilities, and we all wish him many happy days ahead enjoying Murphys, Big Trees, and the New Spicer and McKays reservoirs during his upcoming retirement.

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency, that this Agency, its members, and its employees are truly grateful for all Mel has done to support public power and the purpose of this Agency throughout his career, and sincerely congratulate him on the occasion of his retirement from the City of Ukiah Electric Utility.

PASSED AND ADOPTED BY ACCLAMATION this 20th day of January 2022.

DAVID HAGELE CHAIR	ATTEST:	CARY A. PADGETT ASSISTANT SECRETARY

22-24

Commission Staff Report

COMMISSION MEETING DATE: January 20, 2022

SUBJECT: CLOSED SESSION ITEMS 22-24

AGENDA CATEGORY: Discussion/Action

FROM:	Jane Luckhardt	**METHOD OF SELECTION:**
	General Counsel	N/A
Division:	Executive Services	
Department:	Legal	

CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL.

22. CONFERENCE WITH LEGAL COUNSEL – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *In Re PG&E Corporation and Pacific Gas and Electric Company, Debtors; United States Bankruptcy Court, Northern District of California*, Case Nos. 19-30088 (Lead Case) and 19-30089 DM.

23. CONFERENCE WITH LEGAL COUNSEL – Existing litigation pursuant to Government Code Section 54956.9(d)(1): Name of case: *Northern California Power Agency, City of Redding, City of Roseville, and City of Santa Clara v. the United States*, Court of Federal Claims No. 14-817C.

24. CONFERENCE WITH LABOR NEGOTIATORS AND PERFORMANCE EVALUATION – Labor negotiations pursuant to Government Code section 54957.6: Agency representatives: NCPA Executive Committee Members and Human Resources Manager Elizabeth Gonzalez: Unrepresented Public Employee: General Counsel; and b) Performance evaluation pursuant to Government Code Section 54957: Unrepresented Public Employee: One Category: General Counsel.